

**IOWA WORKFORCE DEVELOPMENT
Unemployment Insurance Appeals Section
1000 East Grand—Des Moines, Iowa 50319
DECISION OF THE ADMINISTRATIVE LAW JUDGE
68-0157 (7-97) – 3091078 - EI**

**KAREN L TEDFORD
1601 SUMMER ST
GRINNELL IA 50112**

**EAST MARSHALL COMM SCHOOL DIST
c/o SECRETARY
PO BOX 159
GILMAN IA 50106-0159**

**Appeal Number: 04A-UI-08529-DWT
OC: 07/18/04 R: 02
Claimant: Appellant (4/R)**

This Decision Shall Become Final, unless within fifteen (15) days from the date below, you or any interested party appeal to the Employment Appeal Board by submitting either a signed letter or a signed written Notice of Appeal, directly to the **Employment Appeal Board, 4th Floor—Lucas Building, Des Moines, Iowa 50319.**

The appeal period will be extended to the next business day if the last day to appeal falls on a weekend or a legal holiday.

STATE CLEARLY

1. The name, address and social security number of the claimant.
2. A reference to the decision from which the appeal is taken.
3. That an appeal from such decision is being made and such appeal is signed.
4. The grounds upon which such appeal are based.

YOU MAY REPRESENT yourself in this appeal or you may obtain a lawyer or other interested party to do so provided there is no expense to Workforce Development. If you wish to be represented by a lawyer, you may obtain the services of either a private attorney or one whose services are paid for with public funds. It is important that you file your claim as directed, while this appeal is pending, to protect your continuing right to benefits.

(Administrative Law Judge)

(Decision Dated & Mailed)

Section 96.4-5 – Between Academic School Years

STATEMENT OF THE CASE:

Karen L. Tedford (claimant) appealed a representative's July 29, 2004 decision (reference 03) that concluded she was ineligible to receive unemployment insurance benefits as of July 18, 2004, because she worked for an educational institution, has reasonable assurance of returning to work for an educational institution and is between academic school years. After hearing notices were mailed to the parties' last-known addresses of record, a telephone hearing was held on August 26, 2004. The claimant participated in the hearing. Nancy Burchland appeared on the employer's behalf. Based on the evidence, the arguments of the parties, and the law, the administrative law judge enters the following findings of fact, reasoning and conclusions of law, and decision.

ISSUE:

Is the claimant eligible to receive unemployment insurance benefits when she worked 10 to 20 days for the employer as an on-call substitute teacher during the 2003-2004 school year?

FINDINGS OF FACT:

During the 2003-2004 school year, the claimant worked for a number of school districts as an on-call substitute teacher. The claimant worked primarily as a substitute teacher at the Grinnell Newburg Community School District.

The claimant was on the employer's substitute teacher on-call list for the 2003-2004 school year. The claimant worked five or six days for the employer in the 2003-2004 school year. The claimant is on the employer's on-call substitute teacher list for the 2004-2005 school year.

In addition to working for the employer and Grinnell Newburg the claimant worked for two other school districts as an on-call substitute teacher during the 2003-2004 school year. See decisions for appeals 04A-UI-08470 and 04A-UI-08471-DWT.

REASONING AND CONCLUSIONS OF LAW:

A claimant is not eligible to receive unemployment insurance benefits between academic school years when she works as a teacher for an educational institution and has reasonable assurance of returning to work for an educational institution in the successive academic school year. Iowa Code §96.4-5. The regulations further explain that substitute teachers are professional employees who are subject to the same limitations as other professional employees concerning contracts, reasonable provisions and benefit denial between terms and during vacation periods. Substitute teachers whose wage credits in the base period consist exclusively of wages earned by performing on-call work are not considered to be unemployed. However, substitute teachers engaged in on-call employment are not automatically disqualified if they have wages other than on-call wages with an educational institution in the base period. 871 IAC 24.52(10).

The claimant's primary base period wage credits come from the Grinnell Newburg Community School District. The claimant's other base period wages are based on on-call employment. The claimant has met almost all the requirements of 871 IAC 24.52(10) to be eligible for unemployment insurance benefits as of July 18, 2004. The one factor that is not known is whether the claimant's wage credits from the Grinnell Newburg Community School District are the result of an on-call employment relationship. Therefore, this issue is remanded to the Claims Section to investigate and issue a written decision that will be sent to the claimant and Grinnell Newburg Community School District.

Based on the evidence presented during the hearing and the decisions for appeals 04A-UI-08470-DWT and 04A-UI-08471, DWT, the claimant is not disqualified from receiving benefits because of her on-call employment with this employer. Since this is supplemental employment, the employer's account will not be charged. 871 IAC 23.43(4).

DECISION:

The representative's July 29, 2004 decision (reference 03) is modified in the claimant's favor. Since the claimant worked as an on-call substitute teacher for the employer, she is not automatically disqualified from receiving benefits as of July 18, 2004. Even though this employment was on-call and she had on-call employment with two other school districts, it is

not known if the claimant worked on-call for the Grinnell Newburg Community School District. This issue is remanded to the Claims Section to investigate and issue a written decision. If the claimant has all on-call employment in her base period, she will not be eligible to receive benefits as of July 18, 2004. Otherwise, she will be eligible to receive benefits based on her employment relationship with the Grinnell Newburg Community School District.

dlw/kjf