

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

SUSAN M CRALL
APT 2
308 S GRAND
CHARITON IA 50049

MORAVIA COMM SCHOOL DISTRICT
ATTN SECY
505 N TRUSSEL
MORAVIA IA 52571

Appeal Number: 05A-UI-08991-DT
OC: 08/14/05 R: 03
Claimant: Appellant (4R)

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 is 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-a – Benefits During Successive Academic Terms

STATEMENT OF THE CASE:

Susan M. Crall (claimant) appealed a representative's August 29, 2005 decision (reference 01) that concluded she was not qualified to receive unemployment insurance benefits in conjunction with her employment with Moravia Community School District (employer). After hearing notices were mailed to the parties' last-known addresses of record, a telephone hearing was held on September 19, 2005. The claimant participated in the hearing. Graham Quinn 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.

FINDINGS OF FACT:

The claimant started working for the employer on September 23, 2004. She worked part time, a total of three days during the 2004 – 2005 school year, as a substitute teacher in the employer's special education program. She does not have a specific contract for employment with the employer, but has submitted her name to the district to be a substitute teacher during the 2005 – 2006 school year. She has substituted one day, August 31, 2005, during the current school year.

The claimant established an unemployment insurance benefit year effective August 14, 2005. During her base period, beginning April 1, 2004 and ending March 31, 2005, she had two employers: this school district, and the Chariton Community School District. She had a long-term substitute assignment at the Chariton Community School District that ended at the end of the 2004 – 2005 school year.

The claimant continues to seek other permanent teaching positions.

REASONING AND CONCLUSIONS OF LAW:

The issue in this case is whether the claimant is eligible for unemployment insurance benefits between successive terms with an educational institution.

Iowa Code section 96.4-5-a provides:

An unemployed individual shall be eligible to receive benefits with respect to any week only if the department finds that:

5. Benefits based on service in employment in a nonprofit organization or government entity, defined in section 96.19, subsection 18, are payable in the same amount, on the same terms and subject to the same conditions as compensation payable on the same basis of other service subject to this chapter, except that:

a. Benefits based on service in an instructional, research, or principal administrative capacity in an educational institution including service in or provided to or on behalf of an educational institution while in the employ of an educational service agency, a government entity, or a nonprofit organization shall not be paid to an individual for any week of unemployment which begins during the period between two successive academic years or during a similar period between two regular terms, whether or not successive, or during a period of paid sabbatical leave provided for in the individual's contract, if the individual has a contract or reasonable assurance that the individual will perform services in any such capacity for any educational institution for both such academic years or both such terms.

871 IAC 24.51(6) provides:

School definitions.

(6) Reasonable assurance, as applicable to an employee of an educational institution, means a written, verbal, or implied agreement that the employee will perform services in the same or similar capacity, which is not substantially less in economic terms and conditions, during the ensuing academic year or term. It need not be a formal written

contract. To constitute a reasonable assurance of reemployment for the ensuing academic year or term, an individual must be notified of such reemployment.

The claimant is employed by an educational institution. The claimant worked for the employer during the 2004 – 2005 academic year and is expected to work and has already worked for the employer during the 2005 – 2006 academic year; her “reasonable assurance” of continued employment is therefore implied. The two academic years are successive terms. The claimant is between successive terms with an educational institution. She is not eligible for unemployment insurance benefits during the period between academic years that would be based upon her employment with the employer. This decision does not automatically result in a complete disqualification for the period between academic years, however, if the claimant is otherwise eligible to receive benefits based upon her employment with her other employer.

Issues as to whether the claimant might be eligible for unemployment insurance benefits based upon her wages from her other employer or whether she is considered able and available for work under 871 IAC 24.22(2)i(3) arose during the hearing. These issues were not included in the notice of hearing for this case, and the case will be remanded for an investigation and preliminary determination on that issue. 871 IAC 26.14(5).

DECISION:

The representative's August 29, 2005 decision (reference 01) is modified in favor of the claimant. The claimant is not eligible to receive unemployment insurance benefits for the weeks between successive terms with the employer.

ld/kjw