

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

68-0157 (9-06) - 3091078 - EI

**MICHAEL FULKERSON**  
Claimant

**APPEAL NO: 13A-UI-02288-ET**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**STRATFORD COMMUNITY SCHOOL DIST**  
Employer

**OC: 01-20-13**  
**Claimant: Respondent (1)**

Section 96.5(1) – Voluntary Leaving  
871 IAC 24.26(22) – Employment for a Specific Period of Time

**STATEMENT OF CASE:**

The employer filed a timely appeal from the February 22, 2013, reference 01, decision that allowed benefits to the claimant. After due notice was issued, a hearing was held by telephone conference call before Administrative Law Judge Julie Elder on March 25, 2013. The claimant participated in the hearing. Linda Swedlund, Business Manager/Board Secretary, participated in the hearing on behalf of the employer.

**ISSUE:**

The issue is whether the claimant voluntarily left his employment.

**FINDINGS OF FACT:**

Having reviewed all of the evidence in the record, the administrative law judge finds: The claimant was employed as a temporary part-time assistant custodian for Stratford Community School District from June 4, 2012 to August 19, 2012. The employer hired the claimant to work part-time during the summer months performing extra cleaning of the school and classrooms. The claimant's employment ended upon the completion of the assignment.

**REASONING AND CONCLUSIONS OF LAW:**

For the reasons that follow, the administrative law judge concludes the claimant's separation was not disqualifying.

Iowa Code section 96.5-1 provides:

An individual shall be disqualified for benefits:

1. Voluntary quitting. If the individual has left work voluntarily without good cause attributable to the individual's employer, if so found by the department.

871 IAC 24.26(22) provides:

Voluntary quit with good cause attributable to the employer and separations not considered to be voluntary quits. The following are reasons for a claimant leaving employment with good cause attributable to the employer:

(22) The claimant was hired for a specific period of time and completed the contract of hire by working until this specific period of time had lapsed. However, this subrule shall not apply to substitute school employees who are subject to the provisions of Iowa Code section 96.4(5) which denies benefits that are based on service in an educational institution when the individual declines or refuses to accept a new contract or reasonable assurance of continued employment status. Under this circumstance, the substitute school employees shall be considered to have voluntarily quit employment.

While the claimant worked for a school district, he was not a contract or substitute school employee. He was hired as a temporary, part-time assistant custodian for the summer only and he fulfilled his duties in that capacity and worked until the end of the summer, thus completing his contract of hire. (Contract of hire refers to the hours, wages and duration of employment and does not require an actual physical contract but instead represents the verbal agreement between the parties). Therefore, benefits must be allowed.

**DECISION:**

The February 22, 2013, reference 01, decision is affirmed. Benefits are allowed, provided the claimant is otherwise eligible.

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Julie Elder  
Administrative Law Judge

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Decision Dated and Mailed

je/pjs