

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

CARRIE A LAIR
Claimant

APPEAL NO: 14A-UI-06575-DT

**ADMINISTRATIVE LAW JUDGE
DECISION**

ANKENY COMMUNITY SCHOOL DISTRICT
Employer

OC: 05/25/14

Claimant: Respondent (1)

Section 96.4-5-a – Benefits During Successive Academic Terms

STATEMENT OF THE CASE:

Ankeny Community School District (employer) appealed a representative's June 17, 2014 (reference 02) decision that concluded Carrie A. Lair (claimant) was qualified to receive unemployment insurance benefits between the academic terms. After hearing notices were mailed to the parties' last-known addresses of record, a telephone hearing was held on July 17, 2014. The claimant participated in the hearing. A review of the Appeals Section's conference call system indicates that the employer failed to respond to the hearing notice and provide a telephone number at which a witness or representative could be reached for the hearing and did not participate in the hearing. During the hearing, Claimant's Exhibit A was entered into evidence. Based on the evidence, the arguments of the claimant, 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 for benefits between successive terms with an educational institution based on wages from that institution?

FINDINGS OF FACT:

The claimant started working for the employer on October 1, 2013. She worked full time (37 hours per week) as a special education associate, working one on one with a particular student. Her last day of work was on or about May 28, 2014.

While the claimant had been hired to work full-time, one-on-one with the particular student, in about April or May she was informed on several occasions that she need not report for work because she was not needed. It had been determined that the particular student no longer needed her assistance and would be unlikely to need the claimant's assistance in the upcoming school year. On a few occasions in April or May when the particular student did not need her, the employer did find some other work for the claimant to do, but this was not the norm.

On May 29, 2014 the employer sent the claimant a letter along with an “employment agreement” for the 2014/2015 school year. The letter indicated that the agreement was “not a contract of employment” but “represents an estimate of the employer’s personnel needs.” The letter indicated in essence that it anticipated that the claimant would work for the employer in the upcoming school year, but that “the location of your assignment and specific hours of work MAY change.” It also indicated that the claimant could monitor positions posted on the employer’s website and apply for a change in assignment.

REASONING AND CONCLUSIONS OF LAW:

Iowa law provides that a claimant who has wage credits earned through service in an instructional, research, or principal administrative capacity in an educational institution is only eligible for benefits based on those wage credits during the period between two successive academic years if the claimant has a contract or “reasonable assurance” that the claimant will perform services in any such capacity for any educational institution for both such academic years or both such terms. Code § 96.4-5-a. “Reasonable assurance” is any written, verbal, or implied agreement that the claimant can expect to perform services for the employer in the same or similar capacity in the next year or term which is not substantially less in economic terms and conditions than the service performed during the prior academic year or term, where that understanding has been communicated to the claimant. Rule 871 IAC 24.51(6).

The employer is an “educational institution.” Rule 871 IAC 24.51(1). The claimant worked for the employer during the 2013/2014 academic year and is expected to work for the employer during the 2014/2015 academic year. The two academic years are successive terms. Therefore, the claimant is between successive terms with an educational institution. However, the employer has not demonstrated that the anticipated employment in the successive term is not substantially less in economic terms and conditions than the service performance in the prior academic term. Given that the claimant reasonably understood that the particular student for whom she had provided full-time assistance would no longer be needing that assistance in the next school year, the claimant currently does not have “reasonable assurance” that her employment will continue in the next school year on a same or similar basis as the past school year. While this condition could change if the employer subsequently provides that assurance to the claimant, currently benefits are allowed, if the claimant is otherwise eligible.

DECISION:

The representative’s June 17, 2014 (reference 02) decision is affirmed. The claimant is currently eligible to receive unemployment insurance benefits for the weeks between successive terms with the employer.

Lynette A. F. Donner
Administrative Law Judge

Decision Dated and Mailed

ld/can