

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS BUREAU**

**HEIDI CRAWFORD**

Claimant

**APPEAL 21A-UI-04343-S1-T**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**CRESTON COMMUNITY SCHOOL DISTRICT**

Employer

**OC: 06/07/20**

**Claimant: Respondent (1)**

Iowa Code § 96.5-2-a – Discharge for Misconduct  
Iowa Code § 96.5-1 - Voluntary Quit  
871 IAC 24.10 – Employer Participation in the Fact-Finding Interview  
Iowa Code § 96.3-7 – Overpayment  
PL 116-136 Section 2104 – Federal Pandemic Unemployment Compensation  
Iowa Admin. Code r. 871-24.52(10) – Substitute Teachers

**STATEMENT OF THE CASE:**

Creston Community School District (employer) appealed a representative's January 21, 2021, decision (reference 01) that concluded Heidi Crawford (claimant) was eligible to receive unemployment insurance benefits. After hearing notices were mailed to the parties' last-known addresses of record, a telephone hearing was held on April 7, 2020. The claimant participated personally. The employer participated by Patricia Moeller, Bookkeeper.

The employer offered and Exhibits 1 and 2 were received into evidence. The administrative law judge took official notice of the administrative file. 21A-UI-04339.S1 and 21A-UI-04343.S1 were heard at the same time.

**ISSUE:**

The issues include whether the claimant was separated from employment for any disqualifying reason, whether the claimant was overpaid benefits, which party should be charged for those benefits, and whether the claimant is eligible for Federal Pandemic Unemployment Compensation.

**FINDINGS OF FACT:**

The administrative law judge, having heard the testimony and considered all of the evidence in the record, finds that: The employer is an academic institution. The claimant worked for the employer from August 20, 2018, to March 12, 2020, as a full-time long-term substitute. She worked every day since her hire until the employer laid her off on March 12, 2020, when the school closed.

The employer decided to outsource all substitutes to a company called Teachers On Call (TOC). It thought it notified everyone in May 2020, that the employer would not employ them in

the future as substitutes. In early June 2020, the claimant first discovered this. She found that her school email address had been deleted. She contacted the principal who told her to turn in her key fob because she was terminated.

The claimant filed for unemployment insurance benefits with an effective date of June 7, 2020. Her weekly benefit amount was determined to be \$228.00. A fact-finding interview was scheduled for January 18, 2021. The employer did not receive notice of the interview.

The claimant received benefits of \$228.00 per week from June 7, 2020, to the week ending August 22, 2020. This is a total of \$2508.00 in state unemployment insurance benefits after June 7, 2020. She also received \$4,200.00 in Federal Pandemic Unemployment Compensation for the seven weeks ending July 25, 2020.

### **REASONING AND CONCLUSIONS OF LAW:**

For the reasons that follow, the administrative law judge concludes the claimant was laid off due to a lack of work.

Iowa Code section 96.5(1) provides:

An individual shall be disqualified for benefits, regardless of the source of the individual's wage credits:

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.

Iowa Admin. Code r. 871-24.1(113)a provides:

Separations. All terminations of employment, generally classifiable as layoffs, quits, discharges, or other separations.

a. Layoffs. A layoff is a suspension from pay status initiated by the employer without prejudice to the worker for such reasons as: lack of orders, model changeover, termination of seasonal or temporary employment, inventory-taking, introduction of laborsaving devices, plant breakdown, shortage of materials; including temporarily furloughed employees and employees placed on unpaid vacations.

Iowa Admin. Code r. 871-24.51(6) provides:

School definitions.

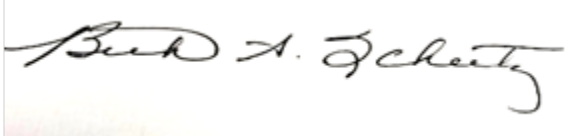
(6) Reasonable assurance, as applicable to an employee of an educational institution, means a written, verbal, or implied agreement that the employee will perform services in the same or similar capacity, which is not substantially less in economic terms and conditions, during the ensuing academic year 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 employer laid the claimant off for lack of work as of March 15, 2020. When an employer suspends a claimant from work status, the separation does not prejudice the claimant. The claimant's separation was attributable to a lack of work by the employer. The claimant had no reasonable assurance of work with the employer after it terminated her and outsourced all

substitute jobs to a non-academic institution. Benefits are allowed as of June 7, 2020, provided the claimant is otherwise eligible.

**DECISION:**

The representative's January 21, 2021, decision (reference 01) is affirmed. The claimant was laid off due to a lack of work. Benefits are allowed as of June 7, 2020, provided the claimant is otherwise eligible.

A handwritten signature in black ink, reading "Beth A. Scheetz", is displayed within a rectangular box. The signature is fluid and cursive.

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Beth A. Scheetz  
Administrative Law Judge

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April 12, 2021  
Decision Dated and Mailed

bas/kmj