

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

REX T ROMINGER
Claimant

**OTTUMWA COMMUNITY SCHOOL
DISTRICT**
Employer

APPEAL 17A-UI-06907-JCT
**ADMINISTRATIVE LAW JUDGE
DECISION**

OC: 07/03/16
Claimant: Appellant (2)

Section 96.4-5-b – School Employee Between Academic Terms

STATEMENT OF THE CASE:

The claimant filed an appeal from the June 26, 2017, (reference 04) unemployment insurance decision that denied benefits and concluded the claimant was ineligible for benefits because he was a school employee between academic years and had reasonable assurance of employment in the next school year. The parties were properly notified about the hearing. A telephone hearing was held on July 25, 2017. The claimant participated personally. The employer participated through Angie Stevens, executive director, human resources.

The administrative law judge took official notice of the administrative records including the fact-finding documents. Based on the evidence, the arguments presented, and the law, the administrative law judge enters the following findings of fact, reasoning and conclusions of law, and decision.

ISSUE:

Is the claimant subject to the unemployment insurance law's "between terms" provision that denies benefits to certain educational employees between school terms?

FINDINGS OF FACT:

Having reviewed all of the evidence in the record, the administrative law judge finds: The employer is a school district in Ottumwa, Iowa. He is employed part time as needed during the school year and is off work over the summer months when school is not in session. The claimant began working as a substitute teacher for the school district for the 2015-2016 school year and also performed services through 2016-2017 school year. He last performed work on June 15, 2017. After school was out in June 2017, the claimant applied for unemployment insurance benefits. The claimant's base period wages are based solely on school employment.

At the point the claimant applied for benefits, he did not have a reasonable assurance of working in the same job for the employer for the 2017-18 school year. Historically, the claimant has received a letter in the mail, telling him to return the letter if he intended to work the next

school year. The employer confirmed the letter was sent to the claimant in advance of the 2016-2017 on file, but neither party was aware when it was sent to him last year.

The undisputed evidence is the claimant did not receive a similar letter this year. The employer has not been sent any letter that he would be employed for the next school year to date, but Ms. Stevens stated unless he chooses to remove himself from the list, he is expected to return in August 2017, for the 2017-2018 year. The reason the claimant has not received a letter is that the employer is revamping its substitute teacher call list and letters are currently on hold or delayed.

REASONINGS AND CONCLUSIONS OF LAW:

The issue in this case is whether the claimant is subject to the unemployment insurance law's "between terms" provision that denies benefits to certain educational employees between school terms. Iowa Code Section 96.4-5-a provides that benefits based on services performed in an instructional capacity for an educational institution shall not be paid between two academic years or terms if the individual has a contact or reasonable assurance of employment in the same capacity for both such academic years or terms. The unemployment insurance rules make it clear that these provisions apply to substitute teachers. 871 IAC 24.52(10).

In this case, the claimant is an employee of an educational institution. His unemployment insurance benefits are based exclusively on his wages from his school employment. Based on the unemployment insurance law, the claimant is eligible for benefits between school terms because he worked for the school during the 2016-17 school year and did not have a reasonable assurance of working for the school in the same job during the 2017-18 school year. Benefits are allowed, provided he is otherwise eligible.

DECISION:

The June 26, 2017, (reference 04) decision is reversed. The claimant is eligible to receive unemployment insurance benefits over the summer between school years. Any withheld benefits shall be paid.

Jennifer L. Beckman
Administrative Law Judge

Decision Dated and Mailed

jlb/scn