

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**KENNETH R LAWSON**  
Claimant

**APPEAL NO. 07A-UI-02638-SWT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**INDIANOLA COMMUNITY SCHOOL DIST**  
Employer

**OC: 01/07/07 R: 12**  
**Claimant: Respondent (2)**

871 IAC 24.26 (19) – Separation by a Substitute Teacher

**STATEMENT OF THE CASE:**

The employer appealed an unemployment insurance decision dated March 6, 2007, reference 01, that concluded the employer's account would be charged for benefits paid to the claimant. A telephone hearing was held on March 6, 2007. The parties were properly notified about the hearing. The claimant failed to participate in the hearing. Brad Jermeland participated in the hearing on behalf of the employer.

**ISSUE:**

Is the employer's account subject to charge for benefits paid to the claimant?

**FINDINGS OF FACT:**

The claimant applied for and was hired as a substitute teacher during the spring semester 2006. The job was on-call as needed employment and the claimant was not guaranteed any particular number of days or hours of work. The claimant worked 14 days as a substitute from March 10 to May 26, 2006.

On May 17, 2006, the claimant was sent a letter offering the claimant employment as a substitute teacher for the 2006–2007 school year. He was required to contact the employer if he wanted to be placed on the substitute teaching list. The claimant never contacted the employer about being put on the list. After the school year began, the claimant contacted the employer and stated that he had moved out of state and could not accept substitute teaching assignments.

The claimant filed an interstate claim for benefits and Iowa is not the state that is paying the claim or deciding whether the claimant is eligible for benefits. Instead, it is only deciding whether the employer will be charged for benefits.

**REASONING AND CONCLUSIONS OF LAW:**

In unemployment insurance rules 871 IAC 24.26 (19), claimants who work temporary work assignments are considered to have fulfilled the contract of hire upon completion of the work

assignment and are not considered to have quit employment by declining a new assignment. Instead, declining a new work assignment is considered as a failure to accept work and evaluated under the suitable work provisions of the law. The rule specifically states, however, that it does not apply to a substitute teacher who declines or refuses to accept a new contract or reasonable assurance of continued employment status. Instead, the substitute teacher will be considered to have voluntarily quit employment.

In this case, the employer offered the claimant substitute teaching work in writing under the same terms and conditions that he had been working. His failure to accept the offer of continued employment is considered a voluntarily quit employment without good cause attributable to the employer. The employer, therefore, shall not be charged for benefits based on wages paid to the claimant by the employer.

**DECISION:**

The unemployment insurance decision dated March 6, 2007, reference 01, is reversed. The employer's account is not chargeable for benefits paid to the claimant.

---

Steven A. Wise  
Administrative Law Judge

---

Decision Dated and Mailed

saw/pjs