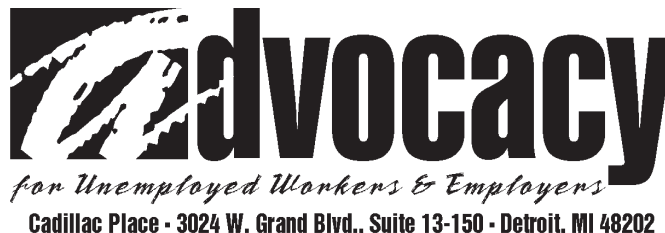


## School Denial Period



**What the law says:** This issue is covered by Section 27(i) of the *Michigan Employment Security Act*. The law says that if an unemployed worker for unemployment benefits had worked in any job for a school, then benefits will not be payable based on work for the school during a school holiday or recess period, or a period between school years, if the worker has reasonable assurance from a school of a similar job following the period of unemployment.

This applies to one who works for a school district, a community college district, a college or university, a school run by the state, a charter school, and to a school that is a non-profit organization. It also applies to a person who works for an “educational service agency” such as an intermediate school district. The denial period between terms (but not within a term) also applies to employees of a company that contracts with a school district, community college district, or educational service agency or non-private school, college, or university to provide such employees. It applies as well to school crossing guards. It does not apply to a person who works for a private school.

Unemployment benefits must be denied to such a worker during a school vacation period (in most cases) or during a period between school years or terms if the person has reasonable assurance from a school of returning to a similar job following the denial period.

If a school worker (other than a teacher, researcher, or administrator) is given reasonable assurance of a similar job for the next school year or term, and then is not actually offered the work when school resumes, the worker can receive back benefits if the worker originally filed a claim and reported regularly to the Unemployment Insurance Agency (UIA) during the period between terms.

A school worker may be able to receive unemployment benefits during a denial period if there is another, non-school employer in the

worker’s recent work history (that is, in the base period of the claim).

**Examples:** If a school teacher worked in the summer of 2011 as a construction worker and then returns to school, the teacher could be entitled to unemployment benefits during the summer denial period in 2012 based on the construction work, even though benefits would be denied based on the school teaching job.

If a school janitor is assured of work in the fall and then the job does not materialize, he or she could receive back unemployment benefits for the whole summer, if he or she filed a claim with the UIA at the beginning of the summer and continued to report to claim benefits, as required by the UIA.

If the start of the school year in the fall is delayed by a labor dispute, the denial period ends when the school year was scheduled to have resumed (although benefits would probably be denied thereafter due to the labor dispute).

If the school or the school contractor gave reasonable assurance, but the assurance was given at a time when a worker’s rehiring depended on the result of a millage election, the assurance could be regarded as not reasonable, and benefits could be payable during the school recess period, depending on how likely it is that the millage will pass.

**Proof at the Hearing:** The employer must prove that it notified the unemployed worker of reasonable assurance. It may have to show the basis upon which the assurance was given.

**For Further Help:** The UIA Advocacy Program can provide assistance to employers and/or unemployed workers in preparing for an Administrative Law Judge hearing. Call 1-800-638-3994, Item 2.