

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS BUREAU**

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

SHARILYN ERVIN
Claimant

APPEAL NO: 20A-UI-09976-JE-T

**ADMINISTRATIVE LAW JUDGE
DECISION**

WAUKEE COMMUNITY SCHOOL DISTRICT
Employer

OC: 06/07/20
Claimant: Appellant (1R)

Section 96.4-5 – Reasonable Assurance

STATEMENT OF THE CASE:

The claimant filed a timely appeal from the August 13, 2020, reference 01 decision that denied benefits. After due notice was issued, a hearing was held by telephone conference call before Administrative Law Judge Julie Elder on October 5, 2020. The claimant participated in the hearing. Lilly Lomica, Human Resources Generalist, participated in the hearing on behalf of the employer.

ISSUE:

The issue is whether the claimant received a reasonable assurance for employment in the next academic year.

FINDINGS OF FACT:

Having reviewed all of the evidence in the record, the administrative law judge finds: The claimant was employed as a full-time program associate for Waukee Community School District during the 2019 - 2020 school year. She signed a contract for the 2019 – 2020 school year August 16, 2019.

The 2019-2020 school year was cut short during the spring semester of 2020 due to the pandemic and the employer paid the claimant through the end of the school year June 4, 2020. On June 10, 2020, the employer placed employment contracts for the staff it expected to return in their I-vision accounts and notified employees through the Waukee email system that the contracts were in their I-vision. The claimant did not receive her contract and moved to Mississippi at the end of August 2020. The employer expected the claimant to return for the first day of school and when she did not show up it contacted her. On August 28, 2020, the claimant told the employer she moved and accepted a new position at the beginning of June 2020.

The claimant had an issue with the student to whom she was assigned. She and the employer were in the middle of resolving her complaints when the remainder of the school year was cancelled. The claimant wanted a transfer and did not want to return without one. There was a transfer document in the claimant's file but because the claimant did not return and the employer did not pursue the matter.

The issue of the claimant's separation from this employer is remanded to the Benefits Bureau for an initial determination and adjudication.

REASONING AND CONCLUSIONS OF LAW:

For the reasons that follow, the administrative law judge concludes the claimant did have a reasonable assurance of returning to work the following academic year.

Iowa Code section 96.4(5)b provides:

An unemployed individual shall be eligible to receive benefits with respect to any week only if the department finds that:

5. Benefits based on service in employment in a nonprofit organization or government entity, defined in section 96.19, subsection 18, are payable in the same amount, on the same terms and subject to the same conditions as compensation payable on the same basis of other service subject to this chapter, except that:

b. Benefits based on service in any other capacity for an educational institution including service in or provided to or on behalf of an educational institution while in the employ of an educational service agency, a government entity, or a nonprofit organization, shall not be paid to an individual for any week of unemployment which begins during the period between two successive academic years or terms, if the individual performs the services in the first of such academic years or terms and has reasonable assurance that the individual will perform services for the second of such academic years or terms. If benefits are denied to an individual for any week as a result of this paragraph and the individual is not offered an opportunity to perform the services for an educational institution for the second of such academic years or terms, the individual is entitled to retroactive payments of benefits for each week for which the individual filed a timely claim for benefits and for which benefits were denied solely by reason of this paragraph.

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 offered the claimant a contract for the 2020-2021 school year June 10, 2020, at 5:01 p.m. The claimant did not receive the contract even though it was placed in her I-vision and she was notified by email. The employer expected the claimant to return to her job with the school district and was surprised when she did not show up for the first day of school. While the claimant was dissatisfied with her job assignment last school year, she did have a job offer for the 2020-2021 school year. The fact that she had issues with her assignment does not change the fact that the employer offered her a contract. The claimant did have a reasonable assurance of returning to work during the 2020-2021 school year.

The issues regarding the claimant's separation from this employer are remanded to the Benefits Bureau for an initial determination and adjudication.

DECISION:

The August 13, 2020, reference 01, decision is affirmed. The claimant had a reasonable assurance of employment for the 2020-2021 school year. Benefits are denied.

REMAND:

The issues regarding the claimant's separation from this employer are remanded to the Benefits Bureau for an initial determination and adjudication.



Julie Elder
Administrative Law Judge

October 7, 2020
Decision Dated and Mailed

je/scn