

FINDINGS OF FACT:

Having heard the testimony of the witnesses and having reviewed all of the evidence in the record, the administrative law judge finds: Ms. Schaeffer-Hansen began working for the school district on April 9, 2004 as an assessment assistant working 35 hours per week. She had to reapply for the position in the fall of 2004. In the spring of 2005, she began working for the district as a substitute teacher in addition to working as an assessment assistant. She worked ten days as a substitute teacher during the spring of 2005. Ms. Schaeffer-Hansen last worked for the district on June 21, 2005, when her duties as an assessment assistant were completed.

On May 18, 2005, Ms. Schaeffer-Hansen was mailed a "letter of assurance" regarding work as a substitute teacher for the 2005-2006 school year. A form indicating her intentions was to be returned to the district by July 1, 2005. The letter indicated that a failure to return the form by the due date would be construed as a voluntary resignation. Ms. Schaeffer-Hansen did not return the form, because she would not be available to substitute during the fall of 2005 due to the fact that she would be student teaching at that time. As a student teacher, she would be prohibited from substitute teaching.

Ms. Schaeffer-Hansen did not make application to return to her position of assessment assistant. If she had applied, she would have had to compete with others. Given her history of employment in the position, the employer believes she would have been rehired. The position was not specifically offered to her.

REASONING AND CONCLUSIONS OF LAW:

At issue in this matter is whether Ms. Schaeffer-Hansen is entitled to job insurance benefits on her claim filed effective August 28, 2005. She completed the terms of the assessment assistant position as of the end of the 2004-2005 school year. The position was not offered to her for the upcoming school year because she would have had to make application for it. Although the employer is confident she would have been rehired, the fact remains that she had no assurance that the position would be hers for the asking. Ms. Schaeffer-Hansen was under no obligation to make application to be rehired as an assessment assistant. Therefore, her failure to make application for the position was not a disqualifying event.

Ms. Schaeffer-Hansen worked for the district as a substitute teacher during the 2004-2005 school year. She had reasonable assurance of continued employment as a substitute teacher for the next academic term. Where a substitute teacher declines an offer of reasonable assurance, the separation is considered a voluntary quit. See 871 IAC 24.26(19). An individual who voluntarily quits employment is disqualified from receiving job insurance benefits unless the quit was for good cause attributable to the employer. Iowa Code section 96.5(1). Ms. Schaeffer-Hansen declined continued work as a substitute teacher because she was going to be student teaching. She was forced to quit because she is prohibited from working as a substitute teacher while she is student teaching. This is not a matter for which the school district was responsible. Therefore, her separation was not for any cause attributable to the school district.

Because Ms. Schaeffer-Hansen's separation from the school district was not for any cause attributable to the employer, she is not entitled to job insurance benefits.

DECISION:

The representative's decision dated September 28, 2005, reference 02, is hereby affirmed. Ms. Schaeffer-Hansen voluntarily quit her employment with the Davenport Community School District for no good cause attributable to the employer. Benefits are withheld until such time as she has worked in and been paid wages for insured work equal to ten times her weekly job insurance benefit amount, provided she satisfies all other conditions of eligibility.

cfc/kjw