

IOWA WORKFORCE DEVELOPMENT
Unemployment Insurance Appeals Section
1000 East Grand—Des Moines, Iowa 50319
DECISION OF THE ADMINISTRATIVE LAW JUDGE
68-0157 (7-97) – 3091078 - EI

MARSHA E HALBACH
212 N LAYFAYETE
MOUNT PULASKI IL 62548

COMM SCHOOL DIST OF FORT DODGE
C/o SECRETARY
104 S 17TH ST
FORT DODGE IA 50501

AMENDED

Appeal Number: 04A-UI-07720-DWT
OC: 06/13/04 R: 01
Claimant: Appellant (2)

This Decision Shall Become Final, unless within fifteen (15) days from the date below, you or any interested party appeal to the Employment Appeal Board by submitting either a signed letter or a signed written Notice of Appeal, directly to the **Employment Appeal Board, 4th Floor—Lucas Building, Des Moines, Iowa 50319.**

The appeal period will be extended to the next business day if the last day to appeal falls on a weekend or a legal holiday.

STATE CLEARLY

1. The name, address and social security number of the claimant.
2. A reference to the decision from which the appeal is taken.
3. That an appeal from such decision is being made and such appeal is signed.
4. The grounds upon which such appeal are based.

YOU MAY REPRESENT yourself in this appeal or you may obtain a lawyer or other interested party to do so provided there is no expense to Workforce Development. If you wish to be represented by a lawyer, you may obtain the services of either a private attorney or one whose services are paid for with public funds. It is important that you file your claim as directed, while this appeal is pending, to protect your continuing right to benefits.

(Administrative Law Judge)

(Decision Dated & Mailed)

Section 96.4-5 – Reasonable Assurance/Between Academic School Years

STATEMENT OF THE CASE:

Marsha E. Halbach (claimant) appealed a representative's June 30, 2004 decision (reference 01) that concluded she was not eligible to receive unemployment insurance benefits as of June 13 because she had a reasonable assurance of returning to work for the Community School District of Fort Dodge (employer). After hearing notices were mailed to the parties' last-known addresses of record, a telephone hearing was held on August 3, 2004. The claimant participated in the hearing. Dr. David Haggard, the superintendent, appeared on the employer's behalf. Based on the evidence, the arguments of the parties, and the law, the administrative law judge enters the following findings of fact, reasoning and conclusions of law, and decision.

ISSUE:

Does the claimant have a reasonable assurance of returning to work for an educational institution for the 2004-2005 school year?

FINDINGS OF FACT:

The employer assigned the claimant to a long-term temporary teaching assignment in February 2003. The employer renewed the claimant's long-term temporary teaching assignment for the 2003-2004 school year. The claimant completed this assignment and her last day of work for the employer was June 8, 2004. The claimant earned \$128.00 a day on this assignment.

The employer sent the claimant notice that the employer was again interested in the claimant teaching in the 2004-2005 school year. The employer did not, however, offer the claimant another long-term temporary assignment. The employer offered the claimant a casual substitute teaching position. The claimant could earn \$90.00 a day as a casual substitute teacher. The claimant did not return the employer's form indicating she was interested in casual substitute teaching position. The claimant did not return the form in part because she and her family moved out of state in late June 2004. The claimant was interested in another full-time or long-term teaching assignment.

REASONING AND CONCLUSIONS OF LAW:

An unemployed individual is not eligible to receive benefits if she works for an educational institution, is between two successive academic terms or years and has a reasonable assurance of returning to work the next academic term or year. Iowa Code §96.4-5-a. Between terms or academic years denial means any week of unemployment which begins during the period between two successive academic years or during a similar period between two regular terms, whether or not successive, if the individual has a contract or reasonable assurance that the individual will perform services in any such capacity for any educational institutions for both such terms or academic years. 871 IAC 24.51(9).

Reasonable assurance 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 condition during the ensuing academic year or term. 871 IAC 24.51(6).

The facts establish the employer offered the claimant work as a substitute teacher in the 2004-2005 school year, but it was as a casual substitute teacher, not a long-term temporary teacher. Also, the claimant would receive \$38.00 less a day as a casual substitute teacher. Based on the change, long-term to casual, and the reduction in wages, the employer did not offer the claimant a reasonable assurance of a job for the 2004-2005 school year that was similar to the one she had in the 2003-2004 school year. As a result, the claimant is eligible to receive unemployment insurance benefits as of June 13, 2004.

DECISION:

The representative's June 30, 2004 decision (reference 01) is reversed. The employer's offer of work for the 2004-2005 school year does not meet the reasonable assurance criteria for unemployment insurance benefits. Therefore, as of June 13, 2004, the claimant is qualified to receive unemployment insurance benefits, provided she meets all other eligibility requirements. The employer's account may be charged for benefits paid to the claimant.

dlw/b/kjf