

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS BUREAU**

**ANTHONY WILLIAMS**  
Claimant

**HILLCREST FAMILY SERVICES**  
Employer

**APPEAL 19A-UI-05698-JC-T**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**OC: 06/09/19**  
**Claimant: Respondent (1R)**

Iowa Code § 96.4(5) – Reasonable Assurance

**STATEMENT OF THE CASE:**

The employer/appellant, Hillcrest Family Services, filed an appeal from the July 12, 2019 (reference 02) Iowa Workforce Development (“IWD”) unemployment insurance decision which concluded the claimant did not have reasonable assurance for the 2019-2020 academic school year/term. The parties were properly notified about the hearing. A telephone hearing was held on August 12, 2019. The claimant participated personally. The employer, Hillcrest Family Services, participated through Julie Heiderscheit, president/CEO.

The administrative law judge took official notice of the administrative records including the fact-finding documents. Employer Exhibit 1 was admitted. Based on the evidence, the arguments presented, and the law, the administrative law judge enters the following findings of fact, reasoning and conclusions of law, and decision.

**ISSUE:**

Did claimant have reasonable assurance of continued employment in the next school term?

**FINDINGS OF FACT:**

Having reviewed all of the evidence in the record, the administrative law judge finds: The claimant was employed full-time as a Teachers Associate beginning in September 2015, and his last day worked was June 10, 2019.

Since the 2017-2018 school year, the claimant went to an on-call status for personal reasons. He remained on-call for the 2018-2019 school year. The employer had subcontracted for years with Dubuque Community School Districts (DCSD) pursuant to an agreement under Iowa Code section 28E to operate a special education program on its campus. The agreement ended upon completion of the 2018-2019 school year. The claimant was not offered any teaching assistant position by Hillcrest Family Services for the 2019-2020 academic school year or term.

The issue of whether the claimant had reasonable assurance of educational employment with DCSD (account number 101899) for the 2019-2020 school year has not been investigated or adjudicated by the Benefits Bureau of Iowa Workforce Development (IWD).

Since the claimant has established his claim, he has been dealing with a host of health problems related to a sciatic nerve, his shoulder, depression and diabetes. He acknowledged he is "barely getting around."

### **REASONING AND CONCLUSIONS OF LAW:**

For the reasons that follow, the administrative law judge concludes the claimant did not have reasonable assurance for the 2019-2020 school year with Hillcrest Family Services.

Public Law 94-566 provides:

(c) An individual who performs services for an educational institution or agency in a capacity (other than an instructional, research, or principal administrative capacity) shall not be eligible to receive a payment of assistance or a waiting period credit with respect to any week commencing during a period between two successive academic years or terms if:

(1) Such individual performed such services for any educational institution or agency in the first of such academic years or terms; and

(2) There is a reasonable assurance that such individual will perform services for any educational institution or agency in any capacity (other than an instructional, research, or principal administrative capacity) in the second of such academic years or terms.

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.

A claimant who works for an educational institution is not eligible to receive benefits during the period between two successive academic years or terms when the claimant performs services in the first of such academic years or terms and has reasonable assurance that she will perform services for the second of such academic years or terms. Iowa Code §96.4(5).

In this case, the claimant is an employee of an educational institution. The claimant was not offered a teaching assistant position from this employer for the 2019-2020 school year, and does not have reasonable assurance with this employer. Therefore, he is eligible for benefits, provided he meets all other requirements.

In addition, the issue of whether the claimant is able to and available for work based upon his medical conditions must also be remanded for an investigation and determination by the Benefits Bureau of Iowa Workforce Development (IWD).

**REMAND:** The issues of whether the claimant is able to and available for work due to medical conditions, and whether the claimant had reasonable assurance of educational employment with DCSD (account number 101899) for the 2019-2020 school year are remanded to the Benefits Bureau of IWD for a fact-finding interview with notice to the claimant and DCSD and an unemployment insurance decision issued to both parties with appeal rights.

**DECISION:**

The July 12, 2019 (reference 02) initial decision is affirmed. The claimant does not have reasonable assurance of returning to work for the 2019-2020 school year or term with Hillcrest Family Services. Benefits are allowed, provided he is otherwise eligible.

**REMAND:** The issues of whether the claimant is able to and available for work due to medical conditions, and whether the claimant had reasonable assurance of educational employment with DCSD (account number 101899) for the 2019-2020 school year are remanded to the Benefits Bureau of IWD for a fact-finding interview with notice to the claimant and DCSD and an unemployment insurance decision issued to both parties with appeal rights.

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Jennifer L. Beckman  
Administrative Law Judge

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Decision Dated and Mailed

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