

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

KAREN KELLOGG

Claimant

APPEAL NO: 15A-UI-07040-JE-T

**ADMINISTRATIVE LAW JUDGE
DECISION**

AMES COMMUNITY SCHOOL DIST

Employer

OC: 05/24/15

Claimant: Appellant (1)

Section 96.4-5 – Reasonable Assurance

STATEMENT OF THE CASE:

The claimant filed a timely appeal from the June 12, 2015, reference 03, decision that denied benefits. After due notice was issued, a hearing was held by telephone conference call before Administrative Law Judge Julie Elder on July 20, 2015. The claimant participated in the hearing. Carol Hundertmark, Payroll Coordinator and Mary Jo Tungsick, Administrative Assistant for Personnel, participated in the hearing on behalf of the employer. Employer's Exhibits One and Two were admitted into evidence.

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 substitute teacher for Ames Community School District during the 2014 - 2015 school year. The employer send letters to the substitute teachers in July asking them if they plan to return as substitutes for the next school year and require that they sign the document, return it, and undergo annual training. The claimant's letter went out July 8, 2015, for the 2015 - 2016 school year and the claimant plans to sign the letter unless she receives full-time employment.

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 § 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.

As a substitute teacher, the claimant is an employee of an educational institution. She is unemployed between two academic terms or years and has reasonable assurance of performing work in the same capacity for the school district during the upcoming 2015-2016 school year as the employer sent her a letter offering her employment July 8, 2015, asking her if she would like to return as a substitute teacher. Consequently, the administrative law judge must conclude the claimant is an employee of an educational institution and has reasonable assurance of working as a substitute teacher during the 2015-2016 school year. Therefore, benefits must be denied.

DECISION:

The June 12, 2015, reference 03, decision is affirmed. The claimant has reasonable assurance of working as a substitute teacher during the 2015-2016 school year. Benefits are denied.

Julie Elder
Administrative Law Judge

Decision Dated and Mailed

je/pjs