

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

MIRANDA BILLS

Claimant

APPEAL NO. 08A-UI-07744-BT

**ADMINISTRATIVE LAW JUDGE
DECISION**

AUDUBON COMMUNITY SCHOOL DIST

Employer

**OC: 07/13/08 R: 01
Claimant: Appellant (2)**

Section 96.4-5 – Reasonable Assurance

STATEMENT OF THE CASE:

Miranda Bills (claimant) appealed an unemployment insurance decision dated August 18, 2008, reference 01, which held that she was not eligible for unemployment insurance benefits because she has a reasonable assurance of successive employment with the Audubon Community School District (employer). After hearing notices were mailed to the parties' last-known addresses of record, a telephone hearing was held on September 15, 2008. The claimant participated in the hearing. The employer participated through Natalie Lange, Business Manager. 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:

The issue is whether the claimant has a reasonable assurance of continuing employment during the successive academic year or term?

FINDINGS OF FACT:

The administrative law judge, having heard the testimony and considered all of the evidence in the record, finds that: The claimant was employed as a full-time teacher associate with the Audubon School in the special education room for the academic years of 2004/2005 and 2005/2006. She lost her contract when the child for whom she was providing services left the school district. Since the fall of 2006, the claimant has worked without a contract as a substitute teacher associate. She had no reasonable assurance of successive employment with the school and recently found a job with CDS Global.

REASONING AND CONCLUSIONS OF LAW:

The issue to be determined is whether the reasons for the claimant's separation from employment qualify her to receive unemployment insurance benefits and for the following reasons, the administrative law judge concludes it does.

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-a 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:

a. Benefits based on service in an instructional, research, or principal administrative capacity in 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 during a similar period between two regular terms, whether or not successive, or during a period of paid sabbatical leave provided for in the individual's contract, if the individual has a contract or reasonable assurance that the individual will perform services in any such capacity for any educational institution for both such academic years or both such terms.

871 IAC 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 claimant is no longer employed with an educational institution. She has not had full-time employment since the spring of 2006 and since that time, has worked on-call as a substitute teacher associate. Since she did not have a reasonable assurance of reemployment in the same capacity for the successive term, benefits are allowed.

DECISION:

The unemployment insurance decision dated August 18, 2008, reference 01, is reversed. The claimant did not have a reasonable assurance of reemployment with the educational institution and benefits are allowed, provided she is otherwise eligible.

Susan D. Ackerman
Administrative Law Judge

Decision Dated and Mailed

sda/css