

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

BRANDON NELSON
Claimant

APPEAL NO. 20A-UI-10880-B2T

**ADMINISTRATIVE LAW JUDGE
DECISION**

CEDAR FALLS COMM SCH DIST
Employer

OC: 06/21/20
Claimant: Respondent (2)

Section 96.4-5 – Reasonable Assurance

STATEMENT OF THE CASE:

Employer filed an appeal from a decision of a representative dated August 26, 2020, reference 01, which held claimant eligible for unemployment insurance benefits. After due notice, a telephone conference hearing was scheduled for and held on October 23, 2020. Claimant participated personally. Employer participated by Lori Bruns. Claimant failed to respond to the hearing notice and did not participate. Employer's Exhibits 1-2 were admitted into evidence.

ISSUE:

The issue in this matter is whether employer gave claimant reasonable assurance of continued employment for the upcoming academic year.

FINDINGS OF FACT:

The administrative law judge, having heard the testimony and considered all of the evidence in the record, finds: Claimant was employed as a part time football coach for the Cedar Falls Community School District during the 2019 – 2020 school year. Claimant had been employed in this position for six years prior to the 2019-2020 school year. Claimant's contract runs from mid August for a 90 day period. Claimant filed for unemployment on June 21, 2020. Employer on July 23 , 2020 offered reasonable assurance of work for the next academic year by sending out a contract to claimant. This was done in the same manner as had been done previously between claimant and employer.

REASONING AND CONCLUSIONS OF LAW:

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:

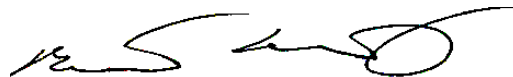
School definitions.

(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.

The claimant did have reasonable assurance of continued employment for the 2020 football season. As a result, the claimant is not considered unemployed.

DECISION:

The decision of the representative dated August 26, 2020, reference 01 is reversed. Unemployment insurance benefits shall be withheld until claimant has worked in and been paid wages for insured work equal to ten times claimant's weekly benefit amount, provided claimant is otherwise eligible.



Blair A. Bennett
Administrative Law Judge

October 26, 2020
Decision Dated and Mailed

bab/scn