

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**BENJAMIN TAYLOR**  
Claimant

**APPEAL NO: 15R-UI-09498-JE-T**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**IOWA CATHOLIC CONFERENCE**  
Employer

**OC: 05/31/15**  
**Claimant: Respondent (2)**

Section 96.4-5 – Reasonable Assurance

**STATEMENT OF THE CASE:**

The employer filed a timely appeal from the June 9, 2015, reference 01, decision that allowed benefits to the claimant. After due notice was issued, a hearing was held by telephone conference call before Administrative Law Judge Julie Elder on September 11, 2015. The claimant did not respond to the hearing notice and did not participate in the hearing or request a postponement of the hearing as required by the hearing notice. Sheryl Sandage, Human Resources Director; Chris Bork, Heelan High School Principal; and Paul Jahnke, Employer Representative participated in the hearing on behalf of the employer.

**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 part-time wrestling and baseball coach for Iowa Catholic Conference (Heelan High School) during the 2014 - 2015 school year. The claimant coaches baseball from May 1 to mid-July and wrestling from mid-November to the beginning of March.

Part-time coaches receive an extra duty pay worksheet listing their duties, sport, and pay for the upcoming school year. They also sign indicating they agree to adhere to the missions and goals of Bishop Heelan Catholic. The claimant signed the agreement and returned it to the employer just prior to the start of the 2015-2016 school year.

**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 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 § 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 coach, the claimant received an extra duty pay worksheet, which is similar to a contract, and was notified the employer wished to retain his services as a part-time baseball and wrestling coach. Under these circumstances, the administrative law judge finds the claimant did have a reasonable assurance of returning to work for the 2015-2016 school year. Therefore, benefits must be denied.

**DECISION:**

The June 9, 2015, reference 01, decision is reversed. The claimant did have a reasonable assurance of returning to work. Benefits are denied.

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Julie Elder  
Administrative Law Judge

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Decision Dated and Mailed

je/css