

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**MICHELLE R NAIL**

Claimant

**APPEAL NO. 08A-UI-06159-CT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**ANKENY COMMUNITY SCHOOL DIST**

Employer

**OC: 06/01/08 R: 02  
Claimant: Appellant (1)**

Section 96.5(1) – Voluntary Quit

**STATEMENT OF THE CASE:**

Michelle Nail filed an appeal from a representative's decision dated June 24, 2008, reference 01, which denied benefits based on her separation from Ankeny Community School District. After due notice was issued, a hearing was held by telephone on July 29, 2008. Ms. Nail participated personally. The employer participated by Anne Laing, Assistant Superintendent for Administrative Services.

**ISSUE:**

At issue in this matter is whether Ms. Nail was separated from employment for any disqualifying reason.

**FINDINGS OF FACT:**

Having heard the testimony of the witnesses and having reviewed all of the evidence in the record, the administrative law judge finds: Ms. Nail worked for the Ankeny Community School District from October 1, 2007 until May 28, 2008. She was employed full time as a teacher associate. She notified her supervising teacher before the end of the school year that she might not be returning because of plans to attend school.

The school district mailed Ms. Nail a new contract for the 2008-2009 school year on June 5, 2008. The contract was to perform the same job, at the same location, and for the same number of hours each week. The contract provided for a \$.20 per hour increase in pay. The signed contract was to be returned to the school district by June 24, 2008. When Ms. Nail had not returned her contract, the employer contacted her and was advised that she did not plan to return. Ms. Nail submitted a written resignation on July 17 indicating she would not be returning because of her plans to attend school.

**REASONING AND CONCLUSIONS OF LAW:**

Ms. Nail's work with the school district constituted school employment. She performed services for the school district during the 2007-2008 academic year. She had reasonable assurance of continued employment with the school district during the 2008-2009 year. The term "reasonable

assurance” means a written or verbal agreement that an employee will perform services in the same or similar capacity during the upcoming academic year. 871 IAC 24.51(6). The contract the school district mailed to Ms. Nail on June 5, 2008 constituted reasonable assurance that she would have the same job for the upcoming school year.

A school employee who does not work year round and declines an offer of continued employment is considered to have voluntarily quit employment. 871 IAC 24.52(11)a; 871 IAC 24.25(37). Based on the foregoing, the administrative law judge concludes that Ms. Nail voluntarily quit her employment with the school district. An individual who voluntarily quits employment is disqualified from receiving job insurance benefits unless the quit was for good cause attributable to the employer. Iowa Code section 96.5(1). Ms. Nail quit to attend school. An individual who leaves employment to attend school is presumed to have quit without good cause attributable to the employer. 871 IAC 24.25(26). Inasmuch as there was no other reason for Ms. Nail’s quit, she is not entitled to job insurance benefits.

**DECISION:**

The representative’s decision dated June 24, 2008, reference 01, is hereby affirmed. Ms. Nail voluntarily quit her employment with the school district for no good cause attributable to the employer. Benefits are withheld until such time as she has worked in and been paid wages for insured work equal to ten times her weekly job insurance benefit amount, provided she satisfies all other conditions of eligibility.

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Carolyn F. Coleman  
Administrative Law Judge

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Decision Dated and Mailed

cfc/pjs