

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS BUREAU**

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**SHIRLEY A MCLEMORE**  
Claimant

**APPEAL 16A-UI-07095-DL-T**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**DAVENPORT COMMUNITY SCHOOL  
DISTRICT**  
Employer

**OC: 07/05/15**  
**Claimant: Appellant (2)**

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Iowa Code § 96.4(3) – Ability to and Availability for Work  
Iowa Code § 96.4(5) – Reasonable Assurance

**STATEMENT OF THE CASE:**

The claimant filed an appeal from the June 17, 2016, (reference 05) unemployment insurance decision that denied benefits based upon reasonable assurance of continued work. The parties were properly notified about the hearing. A telephone hearing was held on July 14, 2016. Claimant participated. Employer did not respond to the hearing notice instruction and did not participate. The administrative law judge took official notice of the administrative record, including the summer wage history.

**ISSUES:**

Is the claimant able to work and available for work effective May 29, 2016?  
Does claimant have reasonable assurance of continued employment in the next school term or year?

**FINDINGS OF FACT:**

Having reviewed all of the evidence in the record, the administrative law judge finds: Claimant was hired to work full-time, year-round as a paraeducator assigned to work at the Village early learning centers (pre-school) in 2005. Her last day of work for the spring term was May 27, 2016. Due to budget cuts the employer announced in May 2016, that para-educators, including claimant, would be reduced to academic year employees, working fall and spring terms, but not summer term. She will be called back to work on August 23, 2016, for the fall term. She is available for summer work as she has been throughout the employment history.

**REASONING AND CONCLUSIONS OF LAW:**

Iowa law provides that a claimant who has wage credits earned through service in an instructional, research, or principal administrative capacity in an educational institution is only eligible for benefits based on those wage credits during the period between two successive academic years if the claimant has a contract or “reasonable assurance” that the claimant will perform services in any such capacity for any educational institution for both such academic

years or both such terms. Iowa Code § 96.4(5)a. “Reasonable assurance” is any written, verbal, or implied agreement that the claimant can expect to perform services for the employer *in the same or similar capacity in the next year or term which is not substantially less in economic terms and conditions that the service performed during the prior academic year or term*, where that understanding has been communicated to the claimant. Iowa Admin. Code r. 871-24.51(6). (Emphasis supplied.)

The employer is an “educational institution.” Iowa Admin. Code r. 871-24.51(1). The claimant worked for the employer during the summer term between the 2014-2015 and 2015–2016 academic years and expected to work for the employer during the summer between the 2015-2016 and 2016–2017 academic years. See, Iowa Code § 96.4(3) requiring an individual claiming benefits to be available for work. However, the claimant’s employment in the new academic year is substantially less in economic terms and conditions, as work during the summer term has been removed. Benefits are allowed between the two academic terms, if she is otherwise eligible.

**DECISION:**

The June 17, 2016, (reference 05) decision is reversed. The claimant is eligible to receive unemployment insurance benefits for the weeks between these two successive terms with the employer, provided she is otherwise eligible.

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Dévon M. Lewis  
Administrative Law Judge

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Decision Dated and Mailed

dml/pjs