

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

CARA OLSON
Claimant

APPEAL NO: 12A-UI-07831-ET

**ADMINISTRATIVE LAW JUDGE
DECISION**

EDUCARE CONTRACT SERVICES
Employer

OC: 05-27-12
Claimant: Appellant (1)

Section 96.4-5 – Reasonable Assurance
Section 96.4-3 – Same Hours and Wages

STATEMENT OF THE CASE:

The claimant filed a timely appeal from the June 21, 2012, reference 01, decision that denied benefits. After due notice was issued, a hearing was held by telephone conference call before Administrative Law Judge Julie Elder on July 23, 2012. The claimant participated in the hearing. Kevin McCarville, President, 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 teacher associate for the special education classroom for Educare Contract Services during the 2011-2012 school year. The employer is under the umbrella of the Cedar Rapids Community School District and Tanager Place. She signed a terms and condition contract for the 2012-2013 school year March 23, 2012, which notified her the employer planned to retain her services the following 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 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.

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 signed a terms and condition contract for the 2012-2013 school year March 23, 2012. That contract indicates the educational institution intends to have the claimant return to her job in the fall of 2012. Under these circumstances, the administrative law judge concludes the claimant has reasonable assurance of continuing her teaching position with the employer. Therefore, benefits must be denied, until such time as the claimant is not allowed to return to her position with the school during the 2012-2013 school year, in which case she would be eligible for benefits retroactively.

DECISION:

The June 21, 2012, reference 01, decision is affirmed. The claimant has reasonable assurance of returning to work for the employer during the 2012-2013 school year. Benefits are denied.

Julie Elder
Administrative Law Judge

Decision Dated and Mailed

je/pjs