

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

NANCY J IRONS
Claimant

APPEAL NO. 08A-UI-07367-NT

**ADMINISTRATIVE LAW JUDGE
DECISION**

**HAMPTON-DUMONT COMMUNITY
SCH DIST**
Employer

**OC: 07/13/08 R: 02
Claimant: Respondent (1)**

Section 96.4-5 – Reasonable Assurance

STATEMENT OF THE CASE:

Hampton-Dumont Community School District filed an appeal from a representative's decision dated August 8, 2008, reference 01, which held the claimant eligible for unemployment insurance benefits effective June 1, 2008 upon a finding that the claimant had not been offered employment for the next academic year or term and did not have reasonable assurance of employment in the following academic year or term. After due notice a telephone conference hearing was scheduled for and held on August 27, 2008. The claimant participated personally. The employer participated through Kristy Latta, Attorney at Law, and Witnesses Lisa Lewis, Board Secretary, and Jerry Buseman, Principal. Exhibits One, Two, Three and Four were received into evidence.

ISSUE:

The issue in this matter is whether the claimant had reassurance of employment in the following academic term or year.

FINDINGS OF FACT:

The administrative law judge, having heard the testimony and considered all of the evidence in the record, finds: The claimant was employed as a teacher's assistant for the Hampton-Dumont School District during the 2007-2008 school year. Upon completion of the school term, the claimant was not immediately notified that a teacher's assistant would be needed for the following year or term. Teacher associates were informed both verbally and in writing (Exhibit Three) that due to budgetary considerations and changes, shifts in assignments would take place and some positions would be eliminated. Teacher associates were requested to submit a résumé indicating their educational levels, service length and experience. When the claimant had not received the customary assurances that had been given in the past, she personally visited with Todd Lettow, Superintendent of Schools, in June 2008. At that time the claimant was advised by the Superintendent of Schools that as she had not been called and offered employment by the school district "that she might want to start looking for another job." Superintendent Lettow also added that there was still a "possibility" of being contacted "if other aides turned down employment." Based upon the circumstances, Ms. Irons filed a claim for

unemployment insurance benefits believing that she had not been given reasonable assurance of continuing employment in the next school term or year.

Subsequently in July 2008, the claimant received a contract offering her employment the following year or term. By a representative's decision dated August 15, 2008, reference 01, the claimant's unemployment insurance benefits were denied as of July 6, 2008 finding that the claimant at that time had received reasonable assurance of employment for the next year (See Exhibit Four).

REASONING AND CONCLUSIONS OF LAW:

For the reasons that follow the administrative law judge concludes the claimant did not have reasonable assurance of returning to work for the following academic year or term prior to July 6, 2008 and is eligible to receive unemployment insurance benefits, if otherwise eligible until that time.

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.

The evidence in the record establishes that Ms. Irons did not have reasonable assurance of continuing employment in the next academic term or year from June 1, 2008 until on or about July 6, 2008 when she was offered a contract of continuing employment. Prior to that date, the claimant had not been informed that she would be rehired and meetings had been held to inform teacher's aides that due to changes in the district's funding and staffing, some positions would be eliminated. In addition, the claimant was required to submit a résumé listing her education and experience in order to be considered for the next academic term or year. In a visit with the Superintendent of Schools in mid June 2008, the Superintendent of Schools informed the claimant that if she had not been called by that time she should consider looking for other work indicating to Ms. Irons at that time only a possibility of being contacted "if other aides turned down employment."

The administrative law judge concludes based upon the evidence in the record that the claimant at that time, therefore, did not have reasonable assurance of continuing employment the next academic term or year. Subsequently the claimant was offered assurance of continuing employment and was denied benefits as of July 6, 2008 by a fact-finder's decision dated August 15, 2008, reference 01. Based upon the evidence in the record, the administrative law judge concludes the claimant did not have reasonable assurance of continuing employment for the 2008-2009 school year from June 1, 2008 until July 6, 2008. As a result the claimant is considered unemployed during that period of time and eligible to receive unemployment insurance benefits, providing that she meets all other eligibility requirements of Iowa law.

DECISION:

The August 8, 2008, reference 01, decision is affirmed. The claimant did not have reasonable assurance of returning to work the following academic year. Benefits are allowed effective June 1, 2008 through July 6, 2008, providing the claimant meets all other eligibility requirements of Iowa law.

Terence P. Nice
Administrative Law Judge

Decision Dated and Mailed

pjs/pjs