

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

SUSAN L SPILDE

Claimant

APPEAL NO. 11A-UI-01976-NT

**ADMINISTRATIVE LAW JUDGE
DECISION**

COUNCIL BLUFFS COMM SCHOOL DIST

Employer

OC: 11/16/08

Claimant: Appellant (1)

Section 96.4-5 – Reasonable Assurance of Employment Within Academic Term or Year

STATEMENT OF THE CASE:

Claimant filed a timely appeal from a representative's decision dated January 26, 2011, reference 04, which held claimant eligible to receive unemployment insurance benefits based upon earnings with non educational employers but denied benefits between successive academic years or terms because the claimant had reasonable assurance of employment in the next academic term or year. After due notice, a telephone hearing was held on March 17, 2011. Ms. Spilde participated personally. The employer participated by Mr. Thomas Kuiper, Hearing Representative, and witnesses Ms. Brandi Gabrick and Kathryn Hubbard.

ISSUE:

The issue is whether the claimant had reasonable assurance as an employee of an educational institution for employment during the next academic term or year.

FINDINGS OF FACT:

Having considered all of the evidence in the record, the administrative law judge finds: Susan Spilde began employment with the Council Bluffs Community School District on August 22, 2005 working as a substitute teacher. Ms. Spilde continues to work in that capacity for the Council Bluffs Community School District at the time of hearing. Employees are given assurance of continuing employment in their same capacity for the next academic term or year by the Council Bluffs School District. Letters are sent individually to substitute teachers assuring them of continuing employment in their normal work capacity unless they choose to decline the offer of continuing employment. Ms. Spilde was given this assurance of continuing employment by the school district.

REASONING AND CONCLUSIONS OF LAW:

For the reasons that follow the administrative law judge concludes the claimant does have reasonable assurance of returning to work the following academic term or year.

Iowa Code § 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. Spilde was given reasonable assurance of continuing employment with the Council Bluffs Community School District for the following academic term or year. Her reasonable assurance was provided in the form of a letter sent to substitute teachers informing them that they would continue to be employed in their same capacity the following academic term or year unless the substitute teacher chose to decline the offer.

Because by law, employees of educational institutions are not eligible to receive unemployment insurance benefits between academic terms or years if they have reasonable assurance of continuing employment in the next academic term or year, wages earned from the Council Bluffs School District cannot be used in Ms. Spilde's claim for periods of time between academic terms or years, although the claimant may be eligible to receive reduced benefits based upon other employment in the base period.

DECISION:

The representative's decision dated January 26, 2011, reference 04, is affirmed. Claimant did have reasonable assurance of returning to work the following academic term or year. Benefits

between academic terms or years based upon wage credits earned with the Council Bluffs Community School District were properly removed from her claim.

Terence P. Nice
Administrative Law Judge

Decision Dated and Mailed

pjs/pjs