

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS BUREAU**

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

KENDRA S MAGNANI
Claimant

APPEAL NO: 20A-UI-10401-JE-T

**ADMINISTRATIVE LAW JUDGE
DECISION**

URBANDALE COMM SCHOOLS
Employer

OC: 06/14/20
Claimant: Appellant (1)

Section 96.4-5 – Reasonable Assurance
Section 96.3-7 – Recovery of Benefit Overpayment

STATEMENT OF THE CASE:

The claimant filed a timely appeal from the August 26, 2020, 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 October 14, 2020. The claimant participated in the hearing. The employer did not respond to the hearing notice and did not participate in the hearing.

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 special education associate for Urbandale Community School District during the 2019-2020 school year. Associates do not receive contracts for the following year. At the end of the school year the associate meets with the principal about the following year. The claimant met with the employer and the parties expressed their expectation that the claimant would return to work for the school district during the 2020-2021 school year. In July 2020 the employer emailed the claimant a letter of assignment and the claimant signed it and sent it back. The claimant returned to work for the school district for the 2020-2021 school year.

Despite being denied benefits at the initial fact-finding, the decision was made by Iowa Workforce Development to release funds of the claimants while their appeals were pending due to the backlog in appeals caused by the recent COVID 19 outbreak. The claimant was one of the individuals whose funds were released pending appeal. The administrative record shows the claimant filed for and received a total of \$2,270.00 in unemployment insurance benefits for the ten weeks ending August 22, 2020.

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.

Iowa Admin. Code r. 871-24.51(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. (Emphasis added). *It need not be a formal written contract.* (Emphasis added). To constitute a reasonable assurance of reemployment for the ensuing academic year or term, an individual must be notified of such reemployment.

The claimant and employer had a verbal agreement that they wanted to continue the claimant's employment with the school district and the employer sent the claimant a letter of assignment in July 2020. Consequently, the claimant did have reasonable assurance of returning to work with the school district in the fall of 2020 as evidenced by the conversation with the principal in the spring of 2020 and the letter of assignment in July 2020. Additionally, the claimant is working for the school district at this time. Therefore, benefits must be denied.

As the claimant has been receiving benefits, pending a determination on her appeal, the next issue in this case is whether the claimant/appellant was overpaid unemployment insurance benefits.

Iowa Code section 96.3(7) provides, in pertinent part:

7. Recovery of overpayment of benefits.

- a. If an individual receives benefits for which the individual is subsequently determined to be ineligible, even though the individual acts in good faith and is not otherwise at fault, the benefits shall be recovered. The department in its discretion may recover the overpayment of benefits either by having a sum equal to the overpayment deducted from any future benefits payable to the individual or by having the individual pay to the department a sum equal to the overpayment.

Since the decision disqualifying the claimant has been affirmed, the claimant was overpaid \$2,270.00 in unemployment insurance benefits for the ten weeks ending August 22, 2020.

DECISION:

The August 26, 2020, reference 01, decision is affirmed. The claimant did have reasonable assurance of returning to work with the school district in the fall of 2020. Benefits are denied. The claimant is overpaid benefits in the amount of \$2,270.00 for the ten weeks ending August 22 2020.



Julie Elder
Administrative Law Judge

October 16, 2020
Decision Dated and Mailed

je/scn