

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

CHARLES L GORSCH

Claimant

APPEAL NO. 10A-UI-13221-CT

**ADMINISTRATIVE LAW JUDGE
DECISION**

DANVILLE COMMUNITY SCHOOL DIST

Employer

OC: 08/08/10

Claimant: Respondent (2)

Section 96.5(3)a – Refusal of Work
Section 96.4(5)a – School Employment

STATEMENT OF THE CASE:

Danville Community School District (Danville) filed an appeal from a representative's decision dated September 13, 2010, reference 02, which held that no work had been offered to Charles Gorsch on August 1, 2010. After due notice was issued, a hearing was held by telephone on November 3, 2010. Mr. Gorsch participated personally. The employer participated by Karen Draper, District Secretary. Exhibits One, Two, and Three were admitted on the employer's behalf.

ISSUE:

At issue in this matter is whether Mr. Gorsch refused suitable work with the school district.

FINDINGS OF FACT:

Having heard the testimony and having reviewed all of the evidence in the record, the administrative law judge finds: Mr. Gorsch began working for Danville during the 2009-2010 school year, which ended in May of 2010. He was a substitute teacher for junior and senior high school. Prior to the end of the school year, there was no discussion with him about remaining on the substitute roster for the next school year.

On June 25, the district sent letters to its substitute teachers asking them to indicate their intentions regarding the 2010-2011 school year. Mr. Gorsch did not receive the letter but assumed he would remain on the roster. He did not learn that a letter had been sent by the district until after he filed his claim for job insurance benefits effective August 8, 2010.

REASONING AND CONCLUSIONS OF LAW:

When a claim for job insurance benefits is filed by a school employee between school years, wage credits earned in school employment may not be used if the individual performed services during the prior school year and has reasonable assurance of continued employment during the upcoming school year. Iowa Code section 96.4(5)a. There is an issue as to whether Mr. Gorsch had reasonable assurance of continued employment with the school district when

he filed his claim for benefits. Although the employer sent him a letter on June 25 inviting him to remain on the substitute roster, he did not receive the letter. The employer testified that at least one other substitute teacher failed to receive the June 25 letter and there is no evidence to establish that Mr. Gorsch did, in fact, receive the letter.

The term "reasonable assurance" means a "written, verbal, or implied agreement" that continued work will be available during the next term and the employee must be notified of the re-employment. 871 IAC 24.51(6). Mr. Gorsch substituted for three different districts. The other two districts continued him on the substitute rosters without him having to take additional steps. He assumed the same was true of Danville. He was not told he would not be called during the next school year. Therefore, he assumed he would be continued on its substitute roster for the 2010-2011 school year.

Inasmuch as Mr. Gorsch performed services for Danville during the 2009-2010 school year and fully expected to be called for substitute work during the next school year, it is concluded that he had reasonable assurance of continued employment within the intent of section 96.4(5)a. As such, wage credits earned in school employment may not be used on his claim. The decision herein only refers to claims for weeks between academic years. It does not refer to claims filed for weeks during the school year. Workforce Development will make a separate determination regarding Mr. Gorsch's eligibility for any weeks he may claim during the school year.

DECISION:

The representative's decision dated September 13, 2010, reference 02, is hereby reversed. Mr. Gorsch may not use school wage credits for benefits claimed between academic terms, because he had reasonable assurance of continued employment.

Carolyn F. Coleman
Administrative Law Judge

Decision Dated and Mailed

cfc/kjw