

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

MARILYN R BIGGAR
Claimant

APPEAL NO. 11A-UI-09193-AT

**ADMINISTRATIVE LAW JUDGE
DECISION**

**CLAY CENTRAL/EVERLY COMMUNITY
SCHOOL DISTRICT**
Employer

OC: 05/29/11
Claimant: Respondent (1)

Section 96.4-5 – Reasonable Assurance

STATEMENT OF THE CASE:

The employer filed a timely appeal from an unemployment insurance decision dated July 7, 2011, reference 01, that allowed benefits to the claimant. After due notice was issued, a telephone hearing was held August 8, 2011 with the claimant participating on her own behalf. Superintendent Robert Raymer participated for the employer.

ISSUE:

Does the claimant have reasonable assurance of continued employment?

FINDINGS OF FACT:

Marilyn R. Biggar was employed as a school teacher by Clay Central/Everly Community School District during the 2010-2011 school year. Her contract was not renewed because of budgetary issues. She will be serving as a teachers' aide in the upcoming school year at a salary roughly one half of what she had made in the previous school year.

REASONING AND CONCLUSIONS OF LAW:

Iowa Code § 96.4-5-a 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:

a. Benefits based on service in an instructional, research, or principal administrative capacity in 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 during a similar period between two regular terms, whether or not successive, or during a period of paid sabbatical leave provided for in the individual's contract, if the individual has a contract or reasonable assurance that the individual will perform services in any such capacity for any educational institution for both such academic years or both such terms.

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.

While the evidence establishes that the claimant has reasonable assurance of continued employment in the upcoming school year, her pay will be substantially less than in the previous school year. Under these circumstances, benefits are allowed.

DECISION:

The unemployment insurance decision dated July 7, 2011, reference 01, is affirmed. The claimant is entitled to receive unemployment insurance benefits, provided she is otherwise eligible.

Dan Anderson
Administrative Law Judge

Decision Dated and Mailed

pjs/pjs