

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

CYNTHIA L RUNDE
Claimant

APPEAL NO. 09A-EUCU-00459-LT

**ADMINISTRATIVE LAW JUDGE
DECISION**

**DUBUQUE COMMUNITY
SCHOOL DISTRICT**
Employer

**Original Claim: 08/24/09
Claimant: Appellant (2)**

Iowa Code § 96.4(5) – Reasonable Assurance

STATEMENT OF THE CASE:

The claimant filed a timely appeal from the November 6, 2009 (reference 04) decision that denied benefits. After due notice was issued, a telephone conference hearing was held on December 29, 2009. Claimant participated. Employer participated through Amy Vandermullen.

ISSUE:

The issue is whether claimant has reasonable assurance of continued employment during the next school year or term.

FINDINGS OF FACT:

Having heard the testimony and having reviewed the evidence in the record, the administrative law judge finds: The claimant was employed as a half-time teacher for the Dubuque Community School District during the 2007 – 2008 school year. The district notified her in the spring of 2008 that she would not be offered a contract for the next school year and would be laid off. On July 9, 2009, employer offered and she accepted a contract as a full-time teacher to begin work August 19, 2009.

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 the following academic year.

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.

Since the prior contract for the 2007 – 2008 school year was not renewed for the 2008 – 2009 school year, the claimant did not have reasonable assurance of continued employment for the successive 2009-2010 school year or term, and the intervening period is considered a separation from employment, claimant is entitled to benefits until she began the new employment on August 19, 2009.

DECISION:

The November 6, 2009 (reference 04) decision is reversed. The claimant did not have reasonable assurance of returning to work the following academic year. Benefits are allowed through August 19, 2009, provided she is otherwise eligible.

Dévon M. Lewis
Administrative Law Judge

Decision Dated and Mailed

dml/kjw