

IN THE DISTRICT COURT OF APPEAL
FIRST DISTRICT, STATE OF FLORIDA

JOSE A. MARTINEZ,

Appellant,

v.

NOT FINAL UNTIL TIME EXPIRES TO
FILE MOTION FOR REHEARING AND
DISPOSITION THEREOF IF FILED

CASE NO. 1D12-4985

REEMPLOYMENT
ASSISTANCE APPEALS
COMMISSION AND DADE
COUNTY SCHOOL BOARD,

Appellee.

Opinion filed August 23, 2013.

An appeal from Reemployment Assistance Appeals Commission.

Jose Martinez, pro se, Appellant.

Louis A. Gutierrez, Senior Attorney, Tallahassee, for Appellee.

PER CURIAM.

Appellant, a bus driver for the Miami-Dade County school district, appeals a final order of the Reemployment Assistance Appeals Commission (RAAC)

denying his claim for reemployment assistance benefits for the summer period following the 2011-12 school year. The appeals referee determined that Appellant was ineligible for benefits because he had “reasonable assurance^[*] . . . that he would be rehired for the upcoming school year.” The record contains competent substantial evidence to support this factual finding, and based on this finding, the referee and the RAAC correctly concluded as a matter of law that Appellant was ineligible for benefits. See § 443.091(3)(b), (3)(c), Fla. Stat. (2012); Brown v. Fla. Unemployment Appeals Comm’n, 81 So. 3d 646, 647 (Fla. 1st DCA 2012) (“We decline the invitation to interpret ‘reasonable assurance’ to mean [the appellant] must be guaranteed teaching assignments to be ineligible for benefits.”). Accordingly, we affirm the final order.

AFFIRMED.

BENTON, WETHERELL, and RAY, JJ., CONCUR.

* “‘Reasonable assurance’ means a written or verbal agreement, an agreement between an employer and a worker understood through tradition within the trade or occupation, or an agreement defined in an employer’s policy.” § 443.036(37), Fla. Stat. (2012).