

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

ELIZABETH A PHILLIPS
Claimant

APPEAL NO. 11A-UI-01379-HT

**ADMINISTRATIVE LAW JUDGE
DECISION**

LUTHER COLLEGE
Employer

**OC: 12/26/10
Claimant: Appellant (1)**

Section 96.4(5)b – Reasonable Assurance

STATEMENT OF THE CASE:

The claimant, Elizabeth Phillips, filed an appeal from a decision dated January 28, 2011, reference 01. The decision disqualified her from receiving unemployment benefits. After due notice was issued, a hearing was held by telephone conference call on March 22, 2011. The claimant participated on her own behalf. The employer, Luther College, participated by Human Resources Director Roy Prigge.

ISSUE:

The issue is whether the claimant has reasonable assurance of continued employment.

FINDINGS OF FACT:

Elizabeth Phillips began employment with Luther College on October 28, 2004 as a full-time food service worker. She filed a claim for unemployment benefits with an effective date of December 26, 2010, when the college shut down for the winter holiday. She had reasonable assurance of continued employment when the next academic term began in January 2011.

REASONING AND CONCLUSIONS OF LAW:

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.

The claimant was not working during a break between successive academic terms. She had reasonable assurance her job would continue when the next term began. Under the provisions of the above Code section, she is ineligible for benefits during the period between successive academic terms or years.

DECISION:

The representative's decision of January 28, 2011, reference 01, is affirmed. Elizabeth Phillips is not eligible for benefits as she had reasonable assurance of continued employment after the winter break.

Bonny G. Hendricksmeier
Administrative Law Judge

Decision Dated and Mailed

bgh/kjw