

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

MICHAEL K ERWIN
Claimant

APPEAL NO: 14A-UI-00969-DT

**ADMINISTRATIVE LAW JUDGE
DECISION**

EASTERN IOWA COMMUNITY COLLEGE
Employer

OC: 12/08/13

Claimant: Appellant (2)

Section 96.4-5-a – Benefits Between Successive Academic Terms

STATEMENT OF THE CASE:

Michael K. Erwin (claimant) appealed a representative's January 22, 2014 decision (reference 01) that concluded he was not qualified to receive unemployment insurance benefits for a period between academic terms in his employment with Eastern Iowa Community College (employer). After hearing notices were mailed to the parties' last-known addresses of record, a telephone hearing was held on February 18, 2014. The claimant participated in the hearing. Leann Gillespie appeared on the employer's behalf. Based on the evidence, the arguments of the parties, and the law, the administrative law judge enters the following findings of fact, reasoning and conclusions of law, and decision.

ISSUE:

Is the claimant eligible for benefits between successive terms with an educational institution based on wages from that institution?

FINDINGS OF FACT:

The claimant started working for the employer on April 9, 2012. He works part time as a truck driving instructor. The employer has classes in commercial vehicle operation in the fall, spring, and summer semesters. A few weeks prior to the start of each semester, the employer determines how many truck driving instructors it will need depending on enrollment, and then informs those of the seven available instructors which ones will be chosen to teach, based primarily on seniority.

In the fall semester the claimant taught the first four weeks of one group's class, and the last three weeks of another group's class. His last day of work was November 15, 2013. He then established a claim for unemployment insurance benefits effective December 8. At that time it was uncertain which of the truck driving instructors would be returning to teach in the spring semester.

The employer conducted a meeting of the truck driving instructors on February 13, 2014. At that time it was determined that the employer would only need two instructors for the spring semester beginning February 24, and the claimant was not one of those two instructors.

REASONING AND CONCLUSIONS OF LAW:

Iowa law provides that a claimant who has wage credits earned through service in an instructional, research, or principal administrative capacity in an educational institution is only eligible for benefits based on those wage credits during the period between two successive academic years if the claimant has a contract or “reasonable assurance” that the claimant will perform services in any such capacity for any educational institution for both such academic years or both such terms. Code § 96.4-5-a. A “contract” need not be in a written form; “reasonable assurance” is any written, verbal, or implied agreement that the claimant can expect to perform services for the employer in the same or similar capacity in the next year or term which is not substantially less in economic terms and conditions than the service performed during the prior academic year or term, where that understanding has been communicated to the claimant. 871 IAC 24.51(6).

The employer is an “educational institution.” 871 IAC 24.51(1). The claimant worked for the employer during the fall 2013 academic term. It was not certain after that term was completed if the claimant was going to be working for the employer during the spring 2014 term, and in fact he appears that he will not have the opportunity to work for the employer in that spring 2014 term. Therefore, the claimant did not and does not have reasonable assurance of continued employment with the employer in the next term after November 15, 2013.

DECISION:

The representative’s January 22, 2014 decision (reference 01) is reversed. The claimant is eligible to receive unemployment insurance benefits for the time after the ending of the fall 2013 term because he did not and does not have reasonable assurance of employment in the next term.

Lynette A. F. Donner
Administrative Law Judge

Decision Dated and Mailed

ld/pjs