

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS BUREAU**

TIFFANY LUNDTVEDT
Claimant

APPEAL 19A-UI-06156-S1-T

**ADMINISTRATIVE LAW JUDGE
DECISION**

NORTHEAST IOWA COMMUNITY COLLEGE
Employer

OC: 07/07/19
Claimant: Respondent (1)

Iowa Code § 96.4(5) – Reasonable Assurance
Iowa Admin. Code r. 871-24.51(6) – Reasonable Assurance

STATEMENT OF THE CASE:

Northeast Iowa Community College (employer) appealed a representative's July 31, 2019, decision (reference 01) that concluded Tiffany Lundtvedt (claimant) was eligible to receive unemployment insurance benefits. After hearing notices were mailed to the parties' last-known addresses of record, a telephone hearing was held on August 26, 2019. The claimant participated personally. The employer participated by Joy Sim, Human Resources Coordinator.

ISSUE:

The issue is whether the claimant is between successive terms with an educational institution and had reasonable assurance of employment.

FINDINGS OF FACT:

The administrative law judge, having heard the testimony and considered all of the evidence in the record, finds that: The employer is an educational institution. The claimant was hired in 2009, as a part-time, as needed, certified nursing assistant instructor. She last received wages at the end of July 2019. The employer asked the claimant to teach a six to eight-week class whenever the need arose, usually about twice per year. The employer did not give the claimant any assurance that she would teach the class in the future. It did not provide her with any contract regarding future classes.

REASONING AND CONCLUSIONS OF LAW:

For the reasons that follow the administrative law judge concludes the claimant is eligible to receive unemployment insurance benefits.

Iowa Code section 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.

The claimant is employed by an educational institution. While she hopes to be employed by the employer in the future, she has been given no reasonable expectation of employment for future academic terms. The claimant is not between successive terms with an educational institution. Benefits are allowed, provided the claimant is otherwise eligible.

DECISION:

The representative's July 31, 2019, decision (reference 01) is affirmed. The claimant is not between successive terms with an educational institution. Benefits are allowed, provided the claimant is otherwise eligible.

Beth A. Scheetz
Administrative Law Judge

Decision Dated and Mailed

bas/rvs