

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS BUREAU**

**JESSICA J KENAGY**  
Claimant

**SIOUX CITY COMMUNITY SCHOOL DIST**  
Employer

**APPEAL 20A-UI-08751-JC-T**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**OC: 05/24/20**  
**Claimant: Appellant (1)**

Iowa Code § 96.4(5) – Reasonable Assurance

**STATEMENT OF THE CASE:**

The claimant/appellant, Jessica J. Kenagy, filed an appeal from the July 23, 2020 (reference 02) unemployment insurance decision that denied benefits. After proper notice, a telephone hearing was conducted on September 8, 2020. It was held jointly with Appeal 20-A-UI-08750-JC-T. The claimant participated personally. The employer participated through Stefanie Verros, assistant director of human resources. The administrative law judge took official notice of the administrative records. Claimant Exhibit A and Employer Exhibits 1-2 were admitted. Based on the evidence, the arguments presented, and the law, the administrative law judge enters the following findings of fact, reasoning and conclusions of law, and decision.

**ISSUE:**

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

**STATEMENT OF THE CASE:**

Having reviewed all of the evidence in the record, the administrative law judge finds: The claimant has worked for employer since 2017. Most recently, the claimant works for the employer as a full-time special education instructional assistant.

The employer's academic term runs from August until June. The claimant worked the 2018-2019 school year and 2019-2020 school year. During the summer of 2019, the claimant applied for and worked part-time as a summer school instructional assistant. The claimant is not guaranteed work over the summer and must apply each year.

The 2019-2020 school year ended on June 3, 2020. The claimant received her offer of employment to return for the 2020-2021 school year on April 28, 2020 (Employer Exhibit 2). The claimant knew she would have work available to her for the fall academic term based upon the letter, and resumed work for the 2020-2021 school year on August 24, 2020.

The claimant did not work over the summer in 2020. All the claimant's wages in her base period are from the employer, an educational institution.

## REASONING AND CONCLUSIONS OF LAW:

For the reasons that follow the administrative law judge concludes the claimant is not eligible to receive unemployment insurance benefits.

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.

Iowa Admin. Code r. 871-24.51(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.

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. Iowa Code § 96.4(5)a. "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 that the service performed during the prior academic year or term*, where that understanding has been communicated to the claimant. Iowa Admin. Code r. 871-24.51(6). (Emphasis supplied.)

The employer is an “educational institution.” Iowa Admin. Code r. 871-24.51(1). The claimant worked for the employer during the 2019-2020 academic year and is expected to work for the employer during the 2020-2021 academic year. The credible evidence does not support the claimant had any reasonable expectation to work during the summer, or that she had been guaranteed summer work in the year. Because the claimant had reasonable assurance to return for the 2020-2021 school year, she is not eligible for benefits between academic terms. Benefits are denied.

**DECISION:**

The July 23, 2020 (reference 02) initial decision is affirmed. The claimant does have reasonable assurance of returning to work the following academic year or term. Benefits are denied.

**NOTE TO CLAIMANT:**

- This decision determines you are not eligible for regular unemployment insurance benefits. If you disagree with this decision you may file an appeal to the Employment Appeal Board by following the instructions on the first page of this decision.
- If you do not qualify for regular unemployment insurance benefits due to disqualifying separations and are currently unemployed for reasons related to COVID-19, you may qualify for Pandemic Unemployment Assistance (PUA). **You will need to apply for PUA to determine your eligibility under the program.** More information about how to apply for PUA is available online at:  
[www.iowaworkforcedevelopment.gov/pua-information](http://www.iowaworkforcedevelopment.gov/pua-information)

**If you have applied and have been approved for PUA benefits, this decision will not negatively affect your entitlement to PUA benefits.**



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September 9, 2020  
Decision Dated and Mailed

jlb/scn