

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

JON A MIXDORF
Claimant

APPEAL NO. 12A-UI-08769-LT

**ADMINISTRATIVE LAW JUDGE
DECISION**

HAWKEYE COMMUNITY COLLEGE
Employer

OC: 05/20/12
Claimant: Respondent (1)

Iowa Code § 96.4(5) – Reasonable Assurance

STATEMENT OF THE CASE:

The employer filed an appeal from the July 10, 2012 (reference 01) decision that allowed benefits. After due notice was issued, a hearing was held by telephone conference call on August 15, 2012. Claimant participated and was represented by James Gilliam, Attorney at Law. Employer participated through executive director of human resource services John Clopton, assistant director of human resources Janeane Knapp, and dean of business and public services Brian Renfro and was represented by Steven Weidner, Attorney at Law. Employer's Exhibits A and B were admitted to the record.

ISSUE:

Did claimant have reasonable assurance of continued employment in the next school term?

FINDINGS OF FACT:

Having reviewed all of the evidence in the record, the administrative law judge finds: Claimant has been employed as a temporary adjunct instructor for Hawkeye Community College for at least one course each fall and spring term since the fall of 2009. He also taught one course in the summer of 2010. His last term of work was spring 2012. Renfro, who was new to the college in the spring term of 2012, met with claimant and explained he would conduct an evaluation of him in the fall, implying he would be teaching then. He will teach another course in the fall of 2012 and the offer was sent via e-mail to his school address on July 30, 2012. (Employer's Exhibit A) Since he did not teach during the summer and did not have means to access the e-mail away from school, he did not receive the e-mail until August 6, 2012. (Employer's Exhibit B) Claimant has no other regular non-educational institution employment wage credits in the base period.

REASONING AND CONCLUSIONS OF LAW:

For the reasons that follow, the administrative law judge concludes the claimant did not have reasonable assurance of returning to work the following academic term or year until August 6, 2012.

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.

871 IAC 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.

Since the claimant did not receive notice of the class he would be assigned to teach until August 6, 2012, he did not have reasonable assurance of continued employment for the 2012-2013 school year until August 6, 2012. As a result, the claimant is considered unemployed for the period from May 20, 2012 through August 4, 2012.

DECISION:

The July 10, 2012 (reference 01) decision is affirmed. The claimant did not have reasonable assurance of returning to work the following academic year or term from May 20, 2012 through August 4, 2012. Benefits are allowed for that period.

Dévon M. Lewis
Administrative Law Judge

Decision Dated and Mailed

dml/pjs