

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

JACQUELINE G THOMSON
Claimant

APPEAL NO. 10A-UI-08618-C

**ADMINISTRATIVE LAW JUDGE
DECISION**

SIMPSON COLLEGE
Employer

OC: 05/02/10
Claimant: Appellant (4-R)

Section 96.4(5)a – School Employment

STATEMENT OF THE CASE:

Jacqueline Thomson filed an appeal from a representative's decision dated June 9, 2010, reference 01, which denied benefits on a finding that she was claiming benefits between two successive academic terms. After due notice was issued, a hearing was held on August 23, 2010 in Des Moines, Iowa. Ms. Thomson participated personally and Exhibits A through E were admitted on her behalf. The employer participated by Mary Ellen Bartley, Director of Human Resources.

ISSUE:

At issue in this matter is whether Ms. Thomson may use wage credits earned in school employment on her claim filed effective May 2, 2010.

FINDINGS OF FACT:

Having heard the testimony and having reviewed all of the evidence in the record, the administrative law judge finds: Ms. Thomas has been employed by Simpson College during each academic term since the fall of 2000. She provides private voice lessons to students. She last provided these services during the spring semester of 2010, which ended on or about April 20, 2010.

On June 2, 2010, Ms. Thomson was notified in writing that her services would again be utilized during the fall semester of 2010. She will teach the same course and receive the same remuneration as she did during the spring semester of 2010. The letter of June 2 was the first notice Ms. Thomson received that she was expected to return to work for Simpson College during the fall semester of 2010.

REASONING AND CONCLUSIONS OF LAW:

Ms. Thomson provides services for Simpson College in an instructional capacity. She filed a claim for job insurance between the 2010 and 2011 academic years. Wage credits earned in school employment may not be used on a claim if an individual performed services in one academic term and has reasonable assurance of providing services during the next academic

term. The term "reasonable assurance" means a written or implied agreement that an individual will perform services in the same or similar capacity during the ensuing academic term. 871 IAC 24.51(6). The individual must be notified of such intent to re-employ.

In the case at hand, it is undisputed that Ms. Thomson provided services during the spring of 2010 term. Nor is it disputed that her claim for benefits was filed between academic terms. As of June 2, she had reasonable assurance of continued employment during the fall semester of 2010. The economic terms and conditions are the same for the fall semester as they were for the spring semester. Because an individual must be notified of the educational institution's intent to re-employ, it is concluded that Ms. Thomson did not have reasonable assurance until June 2, 2010. Therefore, she is entitled to job insurance benefits from the effective date of her claim, May 2, 2010, until the Sunday of the week in which she received reasonable assurance of continued employment, May 30, 2010.

For the reasons stated herein, wage credits earned with Simpson College may not be used on Ms. Thomson's current claim after May 29, 2010. This matter will be remanded to Claims to determine if she has sufficient other wage credits on which to base a valid claim.

DECISION:

The representative's decision dated June 9, 2010, reference 01, is hereby modified. Ms. Thomson is allowed benefits for the period May 2 through May 29, 2010 as she did not have reasonable assurance of continued employment. Wage credits earned with Simpson College may not be used on her claim effective May 30, 2010 as she had reasonable assurance of continued employment as of June 2, 2010. This matter is remanded to Claims to determine if Ms. Thomson had sufficient other wage credits on which to base a valid claim as of May 30, 2010.

Carolyn F. Coleman
Administrative Law Judge

Decision Dated and Mailed

cfc/pjs