



- a. 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 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 Code specifically gives alternative criteria for the between term denial to apply: (1) the Claimant's benefits are "based on service in ... an instructional, research, or principal administrative capacity in an educational institution" Iowa Code §96.4(5)"a" **or** (2) the Claimant's benefits are "based on [such] service ... 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." *Id.* In other words, the denial would apply if the Claimant worked for the School District, but it also applied if the Claimant does the School District's work while paid by the Employer. Here it is clear that Hillcrest is not an educational institution, but it is equally clear that the Claimant's service was "provided to or on behalf of" an educational institution while in the employ of a nonprofit organization. Thus the between terms denial provision does apply to workers at the Employer who provide services to the Dubuque schools under the 28E agreement. *See generally* UIPL 41-83, Attachment I (Describing meaning of "provided to or on behalf of an educational institution" and emphasizing that where this occurs the denial applies "irrespective of an employment relationship with the educational institution").

Since this Claimant did work in an instructional capacity, performed services "provided to or on behalf of an educational institution while in the employ of ... a nonprofit organization", and also received reasonable assurance of such employment in the succeeding academic year, the Claimant is denied benefits under the between academic years provision.

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