

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

IAN MCMURRAY
Claimant

THE UNIVERSITY OF IOWA
Employer

APPEAL NO. 21R-UI-18934-ED

**ADMINISTRATIVE LAW JUDGE
DECISION**

OC: 05/17/20
Claimant: Appellant (2)

Iowa Code § 96.4(5) – Reasonable Assurance

STATEMENT OF THE CASE:

The claimant filed an appeal from the March 2, 2021 (reference 02) decision that denied unemployment insurance benefits. On August 20, 2021 the Employment Appeal Board remanded the matter for re-hearing. After due notice was issued, a re-hearing was held by telephone conference call on October 19, 2021 at 2:00 p.m. Claimant, Ian McMurray, participated personally. Employer participated through Scott Coons. Claimant's Exhibits 1 through 11 were offered and received into the record. Employer offered no exhibits. The claimant updated his mailing address.

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 began working the employer in August 2018 while in graduate school. In May 2020, claimant graduated from graduate school. In late April 2020, Claimant was offered a contract with several contingencies, including the contingency of the class offering based on student enrollment. The contract was for claimant to serve as an adjunct professor for the Fall 2020 semester teaching a 400 level creative writing course. The contract stated that the class could be cancelled or pay could be docked based on student enrollment.

Claimant received notification from the school on August 7, 2020 that the creative writing class was to be held, but that he was going to be given a different undergraduate writers workshop class to teach. The undergraduate writers' workshop class was still pursuant the same contract as the initial creative writing class offer; the contract still held the same contingencies, including the enrollment contingency. The claimant was not given an explanation as to why the class he was contracted to teach changed. There was no historical precedence to the university offering such a course during a pandemic and there was no precedent regarding student enrollment in the course during a pandemic.

The class claimant taught is offered every semester. The claimant did teach the writers' workshop class in the Fall of 2020 as the enrollment contingencies were ultimately met, and the claimant taught no other classes that semester.

Claimant has no other regular non-educational institution employment wage credits in the base period.

REASONING AND CONCLUSIONS OF LAW:

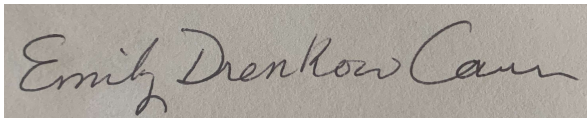
For the reasons that follow, the administrative law judge concludes the claimant did not have reasonable assurance of returning to work the following academic term or year until August 7, 2020.

Since the claimant was offered a contract for the 2020 school year with contingency, the state must give primary weight to the contingent nature of the offer. UIPL 5-17, p. 7 (DOL ETA 12/22/16); see also Attachment I to UIPL 5-17. In this case, the administrative law judge determines it is not highly probable that the contingency will be met. Given the unstable nature of the enrollment as indicated in the contract and re-iterated in the email to the claimant on August 7, 2020, and the fact that the university had no precedent to offering classes during a pandemic, the contingency had low probability of being met.

The claimant did not receive notice of the class he would be assigned to teach until August 7, 2020, at which time he still wasn't guaranteed a course to teach. The enrollment contract was still based upon enrollment and enrollment continued to change until the course began on August 23, 2021. The claimant did not have reasonable assurance of continued employment for the 2020-2021 school year. As a result, the claimant is considered unemployed for the period from May 2017, 2020 through August 22, 2020.

DECISION:

The March 2, 2021 (reference 02) decision is affirmed. The claimant did not have reasonable assurance of returning to work the following academic year or term from May 17, 2020 through August 22, 2020. Benefits are allowed for that period.



Emily Drenkow Carr
Administrative Law Judge

November 12, 2021
Decision Dated and Mailed

ed/kmj