

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS BUREAU**

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

BRENDA B LINLEY
Claimant

APPEAL NO. 19A-UI-04850-S1-T

**ADMINISTRATIVE LAW JUDGE
DECISION**

**KIRKWOOD COMMUNITY
COLLEGE – AREA 1**
Employer

OC: 05/19/19
Claimant: Appellant (1)

Iowa Code § 96.4(5) – Reasonable Assurance
Iowa Admin. Code r. 871-24.51(6) – Reasonable Assurance

STATEMENT OF THE CASE:

Brenda Linley (claimant) appealed a representative's June 12, 2019, decision (reference 01) that concluded she was not eligible to receive unemployment insurance benefits for weeks between successive academic terms with Kirkwood Community College – Area 1 (employer). After hearing notices were mailed to the parties' last-known addresses of record, a telephone hearing was held on July 11, 2019. The claimant participated personally. The employer participated by Sheri Hlavacek, Human Resources Supervisor. Andrea Renaud, observed the hearing.

ISSUE:

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

FINDINGS OF FACT:

The administrative law judge, having heard the testimony and considered all of the evidence in the record, finds that: The employer is an educational institution. The claimant was hired on December 17, 2016, as a part-time adjunct instructor for Iowa City, Iowa, campus. She taught the spring and fall semesters of 2017 and 2018. She was offered employment but unable to work for the employer the spring semester of 2019, because she had child care issues.

The claimant was also employed as part-time adjunct instructor for the University of Iowa. She taught the spring and fall semesters of 2016 and 2018. She worked the fall semester of 2017, and the spring semester of 2019.

In April 2019, the claimant has been contacted by both the employers about teaching in the fall semester of 2019. She accepted employment to teach in the fall semester of 2019, with the employer and the University of Iowa.

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)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.

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.

The claimant is employed by an educational institution. The claimant worked for the fall semester of 2018. In April 2019, she planned to work for the fall semester of 2019. The two semesters are successive terms. The claimant filed for unemployment insurance benefits with an effective date of May 19, 2019. She filed for unemployment insurance benefits between successive terms with an educational institution when she had a reasonable assurance of employment in the next semester. Benefits are denied.

DECISION:

The representative's June 12, 2019, decision (reference 01) is affirmed. The claimant is not eligible to receive unemployment insurance benefits for the weeks between successive terms with the employer.

Beth A. Scheetz
Administrative Law Judge

Decision Dated and Mailed

bas/rvs