

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

**IAN H MCMURRAY**  
Claimant

**THE UNIVERSITY OF IOWA**  
Employer

**APPEAL 21A-UI-082567-ED-T**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**OC: 5/17/20**  
**Claimant: Appellant (1)**

Iowa Code § 96.6(2) – Timeliness of protest  
Iowa Code § 96.4(5) – Reasonable Assurance

**STATEMENT OF THE CASE:**

On March 23, 2021 the claimant filed an appeal from the March 2, 2021 unemployment insurance decision that denied benefits. The parties were properly notified about the hearing. A telephone hearing was held on June 4, 2021. Claimant participated personally. The employer participated through Jessica Wade.

**ISSUES:**

Was the claimant's appeal timely?  
Is the claimant eligible for partial unemployment insurance benefits?  
Is the claimant able to work and available for work?  
Is claimant still employed at the same hours and same wages?

**FINDINGS OF FACT:**

Having reviewed all of the evidence in the record, the administrative law judge finds: Claimant began working for employer in August 2018 in a variety of roles while in graduate school. In March 2020 claimant was working in a couple different roles for the employer, both as a grad fellow, which is non-reportable student wages and in a graduate teaching position. Claimant graduated from graduate school in May 2020. During the summer 2020 claimant worked during two pay periods for the employer logging 18 and 31 hours respectively. Claimant signed a contract contingent on adequate enrollment to serve as a full-time adjunct assistant professor for the fall 2020 semester. Claimant started in that position August 25, 2020, and signed an additional contract for the spring semester 2021. That contract ended on May 8, 2021.

**REASONING AND CONCLUSIONS OF LAW:**

For the reasons that follow, the administrative law judge concludes that claimant has filed a timely appeal as required by the Iowa Employment Security Law.

Iowa Code § 96.6(2) provides in pertinent part:

2. Initial determination. A representative designated by the director shall promptly notify all interested parties to the claim of its filing, and the parties have ten days from the date of mailing the notice of the filing of the claim by ordinary mail to the last known address to protest payment of benefits to the claimant.

Another portion of this same Code section dealing with timeliness of an appeal from a representative's decision states that such an appeal must be filed within ten days after notification of that decision was mailed. In addressing an issue of timeliness of an appeal under that portion of this Code section, the Iowa Supreme Court held that this statute prescribing the time for notice of appeal clearly limits the time to do so, and that compliance with the appeal notice provision is mandatory and jurisdictional. *Beardslee v. IDJS*, 276 N.W.2d 373 (Iowa 1979). In this case, the claimant did not receive the decision due to be being forwarded to his new address. Claimant filed his appeal immediately thereafter. Therefore, the appeal shall be accepted as timely.

For the reasons that follow, the administrative law judge concludes that the claimant was totally unemployed during the time in question.

Iowa Code section 96.4(5) provides:

An unemployed individual shall be eligible to receive benefits with respect to any week only if the department finds that:

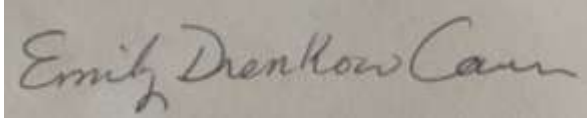
5. Benefits based on service in employment in a nonprofit organization or government entity, defined in section 96.19, subsection 18, are payable in the same amount, on the same terms and subject to the same conditions as compensation payable on the same basis of other service subject to this chapter, 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.

Claimant agreed to a contract for employment as a graduate student that ended in May 2020. Claimant had executed an employment contract for the fall 2020, which while it did have an enrollment contingency, gave him reasonable assurance that he would perform services for the employer. In fact exactly that happened. Claimant did not end up teaching what he was going to teach when he signed his contract but taught another class all together. For the period between May 2020 and August 2020, claimant was between two regular terms, and had both a contract and reasonable assurances of work and, as such, claimant is not eligible for benefits during this time. Benefits are denied.

**DECISION:**

The March 2, 2021 unemployment insurance decision is affirmed. Benefits are denied.

A handwritten signature in dark ink, reading "Emily Drenkow Carr", is shown on a light-colored background.

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Emily Drenkow Carr  
Administrative Law Judge

June 21, 2021  
Decision Dated and Mailed

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