**EDD Phone-Interview Basics**

If you receive a notice from the Employment Development Department (EDD), requesting you attend a Phone-Interview regarding your Unemployment Insurance (UI) benefits, you should most certainly attend. If you cannot make the phone-interview, be very careful what you say to EDD, in case you do need to re-schedule. Definitely do not ignore any EDD notices, take them seriously. Also, read all messages within UI online, as the information may provide you with clues as to any potential issues with your claim.

**The main reason EDD conducts phone-interviews is to *determine* *whether* someone is eligible for benefits.**

Remember EDD eligibility requirements include: being available for PT and FT work (including interviews); being physically able to work; not in school or training that would impede working; unemployed through no fault of your own. **So if you do have to miss a phone-interview, ensure you are still meeting these.**

We also suggest having your cell-phone charged and for you to be waiting by the phone 15 minutes before and after the scheduled time. Ensure your phone volume and ringer are turned up! \*If for some reason you do not receive a call or miss it, our advice is to send EDD a message from within “UI Online”. Often, they will call you back. Stay vigilant!

In terms of approaching an EDD phone-interview. The interview is a way to clear up any misunderstandings; advocate for yourself and instruct the EDD on your rights per the Cervisis decision, as a California Community College (CCC) part-time (PT) faculty member.

Being able to clear up matters *can* result in your benefits being processed more promptly and can help avoid denials. Interviews *can* also lead to denials or delays. Thus, while normal to be nervous, it is more important to be prepared and careful in how you answer their questions.

EDD is a government department, and they view matters in a legalistic framework. It is best not to guess. If you do end up guessing, you should state that you’re estimating to the best of your knowledge, and/or need additional time to locate the proper information being requested. We suggest having the following at the ready, for your phone interview:

* All of your EDD paperwork
* A calendar(s) & an Academic Calendar
* Pay detail, pay-stubs, etc.
* Your original UI application
* Any other materials regarding your claim
* Phone-Charger
* This EDD guide

EDD may have some specific questions to ask regarding your earnings, last day of work; office hours, for example. Thus, doing your homework; reviewing everything beforehand, as well as having the information right in front of you can only help.

**Other tips before we get to the talking points:**

* Take your time, be polite and assertive!
* Feel free to ask them to repeat the question.
* Think about what is being asked, before you answer.
* Take a breath before answering.
* Remember the Cervisi Decision and how/if it applies to the question(s) being posed.
* If you don't know, you can say "I don't know", but try to be as prepared as possible.
* It’s okay to repeat your answers, particularly regarding your lack of Reasonable Assurance.
* Remember, EDD sometimes asks the same question in different ways.
* The phone-interview is your chance to get your point across to them!
* Be honest, but keep answers short. Don’t offer up too much extra information.
* Qualify your answers by stating how you never had and do not have reasonable assurance of future employment.
* You can always say "I need to clarify something", and explain your rights!

**After a Phone Interview**

If following a phone-interview you receive an EDD notice denying you UI benefits, you should immediately file an appeal. In the appeal hearing, bring the Cervisi decision to the attention of the hearing officer.

If you later realize that you may have made a mistake in how you answered a question or examine something, our advice is to email using UI online, and/or provide any documentation to help clear things up and do so in writing with them either via fax or writing them a letter.

**The Cervisi Decision**

Cervisi vs. Unemployment Insurance Appeals Board (208 Cal. App. 3d 635), decided in February 1989 by the Court of Appeals, held that a “contingent assignment is not a ‘reasonable assurance’ of continued employment” within the meaning of the Unemployment Insurance Act, and does not disqualify the employee from the receipt of benefits

PT, temporary faculty members of CCC’s are entitled to unemployment compensation for periods between semesters and summer breaks. This principle was established in Unemployment Insurance Appeals Board 208 Cal.App.3ed 635, more commonly referred to as the Cervisi decision.

Under the Cervisi decision, any future assignment is contingent on enrollment, college and/or government funding as well as the college budgets, and/or program change is (are) not a “reasonable assurance” of employment (1253.3 subd. (g) ).

So even if you have received an offer of employment or letter of assignment for the next semester, you are entitled to apply for unemployment benefits over the semester break immediately upon completion of your last working day of the semester.

It is crucial that when you are asked if you have a contract which would guarantee your continued employment, you answer “no.” What you have as a part-time faculty member is a tentative offer based on enrollment and other factors. You do not have a guaranteed contract position. Many PT faculty members have been mistakenly denied benefits because they mistook their assignment letter to be a contract and answered this question incorrectly. Remember, when asked if you have a contract, just say “No!”

So what is most important to understand and answer correctly, is the question of reasonable assurance. EDD could ask it in different ways. The whole legal foundation for PT faculty being eligible for unemployment once their current class(es) are over, *is* the Cervisi decision. The decision held that PT faculty w/in the CCC system do not have reasonable assurance that they'll return to teaching the following semester.

To paraphrase the decision, it states PT faculty do not have a reasonable assurance of future employment. This is key, and is precisely what entitles you to unemployment benefits: *that lack of* reasonable assurance. You can refer to the Cervisi decision, in the phone-interview. .

The Cervisi decision covers all CCC PT faculty: instructors, nurses, librarians, counselors, and other academic employees.

PT faculty are entitled to unemployment benefits even if their employer requires them to sign a form stating they have reasonable assurance of re-employment, because the form itself is not a reasonable assurance.

CCC PT faculty members are temporary, hourly instructors under California Education Code. They’re paid by the hour, for their assignment. When their class and/or assignment ends, and the term for which they are teaching ends, their job ends.

**EDD Phone-Interview Talking Points**

* Never say you are in a recess period or summer break. When the spring or fall semester ended; or when the summer session or intersession ended, your job effectively ended. This could be a trick question, so if it comes up, you can stop the interview and clarify.
* I became unemployed through no fault of my own. Simply put, my assignment ended.
* I am a temporary instructor, paid by the hour. When my assignment ended, so did my job.
* Qualify your answers, so if you are teaching summer school at the time of phone-interview, you should explain that you did not have Reasonable Assurance for this assignment.
* At the conclusion of any given semester I have no assurance of continued employment because any future employment assignment is contingent upon enrollment, funding, being bumped by a full-time faculty member or probationary employee or because I can be terminated due to lack of funds or program changes.
* I have no legal rights or reassurance of re-employment in accordance with the 1989 decision of Cervisi v. Unemployment Insurance Appeals Board.
* The only measure of reasonable assurance is whether the assignment is contingent upon enrollment and funding, or being bumped by a full time employee or because of program changes. As such, I have no legal assurance of reemployment in accordance with the Cervisi V. Unemployment Insurance Appeals Board.
* Saying there is reasonable assurance, does not make it so.
* Because I am part time, hourly, CCC instructor, any of the classes I am assigned can be canceled at any time without prior notice up until Census Date.
* (IF TRUE): In fact, as an hourly, temporary PT CCC instructor I’ve personally had courses that I had been scheduled to teach canceled.
* EDD Personnel may refer to the Field Directive that followed the Cervisi Decision, Directive 89-55UI, which explains the definition of “reasonable assurance” and how Cervisi is to be applied.
* I am entitled to benefits because I am a PT, temporary community college faculty member.
* Appearing in the class schedule is no guarantee of employment for PT CC faculty in my district. Such inclusion shall not constitute a contract of employment, nor prelude any change in, or deletion of an assignment.
* I have no contract or contractual guarantee, written or verbal, of guaranteed employment.
* I have received unemployment benefits in the past, with no problems. IF TRUE
* Even if I was assigned a future assignment, there is no guarantee that there would be enough student enrollment. Our state has a student minimum enrollment law for all classes. If not enough students enroll, my class can be canceled.
* Low enrollment is one of the main reasons classes can be canceled even after the semester begins.
* While students may be in recess, PT faculty are not. We are unemployed without Reasonable Assurance.
* Under Cervisi, it was decided that PT faculty could apply for and receive EDD benefits during summer breaks as well as in-between semesters.
* I am non-tenured at this academic institution.
* Under CA State Education law, I am considered a temporary employee.
* Full time employees do have a contract, but not part-time employees. I am a part-time instructor, *when* I have classes to teach.
* Having one's name in a printed class schedule is *not* a 'reasonable assurance' of future employment, either. While it may point to some *expectation*, it is *not* a *reasonable* assurance.
* A Letter of Assignment (LoA), is not reasonable assurance of future employment. A LoA is contingent among many things, and is not a legal guarantee.

**Possible EDD Phone Interview Q&A**

**Q:** What kind of work do you do? **Suggested A:** I'm a temporary PT instructor. I do not have tenure, am not probationary or tenure-track. I do not have a contract. When my class ends, so does my job.

**Q:** Will you return to work? **Suggested A:** I have no reasonable assurance of future employment, per the Cervisi Decision decided in 1989 by the California Supreme Court. Any assignment I am issued is contingent upon bumping by a full-time faculty; budget cuts, low-enrollment, and/or program changes.

PT’s class(es) or hours can be canceled at *any time* before census date-- based on enrollment, budget issues, program changes, and/or being bumped by a full-time faculty member. Classes can get cut up until Census date, which is usually 1-2 weeks into the semester. Summer term also has Census Dates.

**Q:** Are you currently working for or do you expect to work for any school or educational institution or a public or nonprofit employer performing school-related work? **Suggested A:** We advise faculty to say "no" to expecting to work, or planning to work. If one answers "*yes"* to “*expecting* to work”, it tends to confuse EDD. They can end up misinterpreting these concepts, or issue denials based on their misunderstanding, misapplication and/or ignorance of the law and PT faculty employment within the CCC system.

**Q:** Do you expect to work? **Suggested A:** No, I do not have Reasonable assurance of future work. Some faculty and/or EDD can see this as gray. One reason faculty might think to answer "yes" is because they may *have* an "expectation" of working. However, PT faculty do not have “Reasonable Assurance” of future work, per the Cervisi Decision. Reasonable Assurance is a legal term and what matters in this situation. This is the case even if you have received a 'Letter of Assignment' or are in the 'Preferential Rehire Pool'. Remember, your class and/or hours can still get cut by the college, up until Census Date.

The 'expectation' question is just a prelude to the 'reasonable assurance' question and thus, should be answered with a "NO". What is most important is to answer "NO" to reasonable assurance. Another reason we'd advise faculty to answer "no", is because EDD also confuses the K-12 system and/or other educational systems with the CCC system.

**Q:** Did your employer give you reasonable assurance, either verbal, written, or implied, of returning to work for the next school session?**Suggested A:** "NO". Even if you've been issued a LoA or been told by your Dean you have a class, etc., you do not have Reasonable Assurance. Your job is contingent on budget, enrollment, FT seniority etc., all PT teaching jobs are within the CCC. Regardless of what you say or don't say in the interview: CCC PT faculty legally do not have reasonable assurance.

**Q:** Are you on a job or something list that you're called from? **Suggested A:** It is true we have a Preferential Rehire Pool list, but faculty are not called from that list. Thus, we suggest answering “no”.

**Q:** Did you receive a Letter of Assignment type of document? **Suggested A**: If you did, you can say yes, but remember to qualify your answer and explain that even with a Letter of Assignment, you do not have and never had reasonable assurance of any future work/class/job. It's very important they understand this. You can also clarify that the letter of assignment is not a legal contract.

**Q:** Are you returning to work for the next school session? **Suggested A:** No. Since employment for part-time faculty ends on the last day of class during Finals Week, you can let EDD know that you have no guarantee of being re-hired the following semester and/or term. There is no way that a PT faculty member would know with certainty that they would be returning.