

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS BUREAU**

HOLLY M FRANK

Claimant

THE UNIVERSITY OF IOWA

Employer

APPEAL 21A-UI-16211-CS-T

**ADMINISTRATIVE LAW JUDGE
DECISION**

OC: 05/16/21

Claimant: Appellant (5)

Iowa Code § 96.4(3) – Able to and Available for Work
Iowa Admin. Code r. 871-24.23(10) – Leave of Absence
Iowa Code § 96.4(5) – Reasonable Assurance

STATEMENT OF THE CASE:

On July 22, 2021, the claimant filed an appeal from the July 20, 2021, (reference 01) unemployment insurance decision that disallowed benefits based on claimant requesting and granted a leave of absence. The parties were properly notified about the hearing. A telephone hearing was held on September 1, 2021. Claimant participated at the hearing. Employer participated through Human Resources Assistant, Scott Coons. Tammy Showers, Assistant Director for Human Resources for Student Life, Student Health and Student Wellness, was called to testify on behalf of the employer. Exhibits A, B, and C were admitted into the record. Administrative notice was taken of claimant's unemployment benefits records. The parties agreed to waive notice of the issue of reasonable assurance.

ISSUES:

Is the claimant able to work and available for work effective May 16, 2021?

Is the claimant voluntarily unemployed due to a requested leave of absence?

Does the claimant have reasonable assurance of continued employment in the next school term or year?

FINDINGS OF FACT:

Having reviewed all of the evidence in the record, the administrative law judge finds: Claimant began working for employer on October 31, 2005. On February 15, 2012, claimant accepted a new position with the employer that put claimant on a school term appointment as a Medical Assistant II. (Exhibit A). The employer is a public education institution and the claimant provides medical care to students during the school year at the health center for the University of Iowa students. Claimant is required to begin working one week prior to the start of the school year and she is done working for the school year the day the last final is completed in the spring semester. (Exhibit A). Claimant works all school breaks during the academic year. Pursuant to her employment agreement she does not work over the summer break. In the spring of 2021 claimant was aware that she would have employment for the 2021-2022 school year. Claimant's last day of work for the 2020-2021 school year was May 14, 2021. Claimant returned to work for the

employer for the 2021-2022 school year on August 16, 2021. Claimant was able to work and available for work from May 15, 2021-August 16, 2021. Claimant did not request to be put on a leave of absence from May 15, 2021-August 15, 2021.

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 as follows:

Iowa Code section 96.4(5)*b* 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:

b. Benefits based on service in any other capacity for 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 terms, if the individual performs the services in the first of such academic years or terms and has reasonable assurance that the individual will perform services for the second of such academic years or terms. If benefits are denied to an individual for any week as a result of this paragraph and the individual is not offered an opportunity to perform the services for an educational institution for the second of such academic years or terms, the individual is entitled to retroactive payments of benefits for each week for which the individual filed a timely claim for benefits and for which benefits were denied solely by reason of this paragraph.

Iowa Code section 96.4(5)*c* 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:

c. With respect to services for an educational institution in any capacity under paragraph "a" or "b", benefits shall not be paid to an individual for any week of unemployment which begins during an established and customary vacation period or holiday recess if the individual performs the services in the period immediately before such vacation period or holiday recess, and the individual has reasonable

assurance that the individual will perform the services in the period immediately following such vacation period or holiday recess.

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 was not on a personal leave of absence but was on scheduled academic break. Claimant had reasonable assurance that her employment would continue following the employer's customary summer break period. Claimant has no other non-educational institution wage credits in the base period. As such, benefits are denied.

The issue of claimant's ability to work and availability to work is moot since claimant has been denied state unemployment benefits.

DECISION:

The July 20, 2021 (reference 01) unemployment insurance decision is modified with no change in effect to find that claimant had reasonable assurance her employment would continue after the scheduled academic break. Benefits are denied. The issue of claimant's ability to work and availability to work is moot.



Carly Smith
Administrative Law Judge
Unemployment Insurance Appeals Bureau

September 13, 2021
Decision Dated and Mailed

cs/kmj

NOTE TO CLAIMANT:

This decision determines you are not eligible for regular unemployment insurance benefits under state law. If you disagree with this decision you may file an appeal to the Employment Appeal Board by following the instructions on the first page of this decision.