

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS BUREAU**

HEIDI L RUHLAND

Claimant

THE UNIVERSITY OF IOWA

Employer

APPEAL 21A-UI-25149-JC-T

**ADMINISTRATIVE LAW JUDGE
DECISION**

OC: 05/16/21

Claimant: Appellant (1)

Iowa Code § 96.4(5) – Reasonable Assurance

STATEMENT OF THE CASE:

The claimant/appellant, Heidi L. Ruhland, filed an appeal from the November 4, 2021 (reference 02) Iowa Workforce Development (“IWD”) unemployment insurance decision that denied benefits effective May 16, 2021. The parties were properly notified about the hearing. A telephone hearing was held on January 11, 2022. The claimant participated personally. The employer/respondent, The University of Iowa, participated through Scott Coons. Tammy Showers also testified for the employer.

The administrative law judge took official notice of the administrative records. Claimant Exhibits A-C and Employer Exhibit 1 were received. Based on the evidence, the arguments presented, and the law, the administrative law judge enters the following findings of fact, reasoning and conclusions of law, and decision.

ISSUE:

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

FINDINGS OF FACT:

Having reviewed all of the evidence in the record, the administrative law judge finds: Claimant established her claim for unemployment insurance benefits with an effective date of May 16, 2021. Claimant began employment in 2008 and continues to work as Physician’s Assistant (PA) in the student health clinic. When claimant was hired, she was informed that she would not be working summers, and would work August-May, with the fall and spring terms of school. Claimant was also informed that she would not be paid for the 13-14 week summer break, although she remained an employee, with benefits.

Spring term 2021 ended on May 17, 2021. Claimant did not earn wages between May 17, 2021 and August 16, 2021. Claimant has no other employers and does not customarily work in the summer. Claimant was aware she would return to work for fall 2021 term, based upon an implied agreement with the employer and work history. Claimant resumed employment on August 18, 2021.

REASONING AND CONCLUSIONS OF LAW:

For the reasons that follow, the administrative law judge concludes the claimant is ineligible for unemployment insurance benefits:

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. 871-24.52(9) provides in part:

(9) Vacation period and holiday recess. With respect to any services performed in any capacity while employed by an educational institution, unemployment insurance payments shall not be paid to any individual for any week which commences during an established and customary vacation period or holiday recess if such individual performs service in the period immediately before such vacation period or holiday recess and there is a reasonable assurance that such individual will perform service in the period immediately following such vacation period or holiday recess. However, the provision of subrule 24.52(6) could also apply in this situation.

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.

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.

DECISION:

The November 4, 2021 (reference 02) unemployment insurance decision is affirmed. The claimant does have reasonable assurance of returning to work following the vacation period or holiday recess. Benefits are denied.



Jennifer L. Beckman
Administrative Law Judge
Unemployment Insurance Appeals Bureau
Iowa Workforce Development
1000 East Grand Avenue
Des Moines, Iowa 50319-0209
Fax 515-478-3528

February 2, 2022
Decision Dated and Mailed

jlb/kmj