

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

DESTINY RUMMEL
Claimant

THE UNIVERSITY OF IOWA
Employer

APPEAL NO. 21A-UI-05207-JTT

**ADMINISTRATIVE LAW JUDGE
DECISION**

OC: 05/10/20
Claimant: Appellant (5)

Iowa Code Section 96.19(18)(g)(6) – Student Work

STATEMENT OF THE CASE:

The claimant, Destiny Rummel, filed a timely appeal from the February 10, 2021, reference 01, decision that held the wages the claimant earned by performing service for this educational institution would be excluded from her unemployment insurance claim and that the University of Iowa would not be charged for benefits. After due notice was issued, a hearing was held on April 20, 2021. The claimant participated. Jessica Wade represented the employer. Exhibits A and B were received into evidence. The administrative law judge took official notice of the following Agency administrative records: DBRO, KPYX, WAGE-A, and the application for PUA Benefits, including attachments.

ISSUES:

Whether the service performed for this educational instruction was employment within the meaning of the unemployment insurance law.

Whether the wages the claimant earned by performing service for this educational institution may be included in the unemployment insurance claim.

FINDINGS OF FACT:

Having reviewed all of the evidence in the record, the administrative law judge finds: The claimant established an original claim for benefits that was effective May 10, 2020. The claimant's base period consists of the four quarters of 2019. The claimant's base period employers include Emma Pierce and Balfour Beatty Investment. The University of Iowa does not appear in Iowa Workforce Development records as a base period employer. Based base period wages from Emma Pierce and Balfour Beatty Investment, IWD set the claimant's weekly benefit amount for regular benefits at \$155.00 and her maximum benefit amount for regular benefits at \$155.00.

In November 2019, the claimant commenced performing work for The University of Iowa as a front desk clerk at the Iowa House Hotel, located in the Iowa Memorial Union. At the time the claimant began the position, she was a full-time student at the University. The claimant had to be a full-time student at the University to obtain and continue in the work. The claimant subsequently became a Student Assistant Manager at the Iowa House Hotel, a position she

held until she graduated from The University of Iowa in December 2020. On January 5, 2021, the claimant received her last pay from the student work.

REASONING AND CONCLUSIONS OF LAW:

Iowa Code section 96.19(18)(g)(6) provides, in relevant part, as follows:

- g. The term “employment” shall not include:
 - (6) Service performed in the employ of a school, college, or university if such service is performed by a student who is enrolled and is regularly attending classes at such school, college, or university ...

Iowa Administrative Code rule 871-23.20 provides, in relevant part, as follows:

Employment—student and spouse of student. Wages earned by a student who performs services in the employ of a school, college or university at which the student is enrolled and is regularly attending classes (either on a full-time or part-time basis) are not covered wages for claim or benefit purposes.

Wages earned by an individual who is a full-time employee for a school, college or university whose academic pursuit is incidental to the full-time employment are covered wages.

The work the claimant performed for The University of Iowa was not employment within the meaning of the unemployment insurance law. The work the claimant performed was concurrent with and contingent upon the claimant's enrollment at The University of Iowa. The University of Iowa Wages for the fourth quarter of 2019 were properly excluded when determining the claimant's \$155.00 weekly benefit amount and \$2,924.19 maximum benefit amount in connection with the claim that was effective May 10, 2020. The University of Iowa wages from the student work performed may not be included as base period wages in connection with any future claim for unemployment insurance benefit.

DECISION:

The February 10, 2021, reference 01, decision is modified only to address the erroneous statement in the reference 01 decision that “wages earned from 05/10/20 until 08/08/20 with this employer will be removed.” The wages from the student employment were in fact never added to the claim. The service the claimant performed for this educational institution during the period November 2019 through December 2020 was not employment within the meaning of the unemployment insurance law. The wages the claimant earned by performing service for this educational institution as a student worker shall not be included as base period wages for the current claim or for any subsequent claim for benefits.



James E. Timberland
Administrative Law Judge

April 26, 2021
Decision Dated and Mailed

jet/scn