

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS BUREAU**

TIANA E POSTLEY
Claimant

CEDAR RAPIDS COMM SCHOOL DIST
Employer

APPEAL 21A-UI-00436-CL-T
**ADMINISTRATIVE LAW JUDGE
DECISION**

OC: 06/14/20
Claimant: Appellant (4)

Iowa Code § 96.4(5) – Reasonable Assurance

STATEMENT OF THE CASE:

On November 21, 2020, the claimant filed an appeal from the November 19, 2020, (reference 01) unemployment insurance decision that denied benefits. The parties were properly notified about the hearing. A telephone hearing was held on February 8, 2021. Claimant participated. Employer participated through human resource specialist Brandon Johnson. Employer's Exhibit 1 was received.

ISSUE:

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 August 8, 2017. During the 2019-2020 school year claimant worked as a full-time paraprofessional. The last day of the school year was June 1, 2020.

Typically, employer gives its paraprofessionals the same assignment the next school year, unless the paraprofessional notifies employer of an intention to resign. A supervisor typically has an informal, verbal conversation with a paraprofessional regarding the next school year. If employer plans on offering a different assignment to a paraprofessional, it offers the new assignment to the paraprofessional prior to the school year ending. The 2020-2021 school year was different due to the COVID 19 pandemic. In person classes had been suspended since March 2020.

On May 26, 2020, employer sent its special education paraprofessionals an email stating that it would be finalizing assignments for the next school year during the next two weeks and that if employer planned on changing a paraprofessional's assignment, they would be notified within the next two weeks. Employer also noted that if it ended up starting the next school year with "all virtual instruction," it would do everything it could to make sure paraprofessionals could continue serving students in a way they were not able to during spring 2020. Employer did not guarantee employment for the 2020-2021 school year in the email.

Toward the end of the summer, claimant still did not know what her assignment would be for the 2020-2021 school year.

Employer did not start the school year as scheduled on August 21, 2020, due to severe damage from a derecho on August 10, 2020. Employer did start paying its employees on that date, including claimant. Claimant was paid her full-time wages of approximately \$412.50 per week. Claimant did not report those wages for the two weeks ending September 5, 2020. Claimant stopped filing weekly claims for benefits effective September 6, 2020.

REASONING AND CONCLUSIONS OF LAW:

Iowa Code section 96.4(5)a 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 96.1A, 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.

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 did not have reasonable assurance of continued employment for the 2020-2021, school year until September 18, 2020, which is the date she was offered a specific assignment. As a result, claimant is considered unemployed from June 14, 2020, through September 18, 2020, but the administrative law judge will only unlock the claim from June 14, 2020, through August 22, 2020, as claimant was paid her full-time wages after that date and is therefore ineligible for benefits.

DECISION:

The November 19, 2020, (reference 01) unemployment insurance decision is modified in favor of claimant. Claimant did not have reasonable assurance of continued employment for the 2020-2021 school year and is therefore eligible for benefits from June 14, 2020, through August 22, 2020.



Christine A. Louis
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February 19, 2021
Decision Dated and Mailed

cal/ol