

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS BUREAU**

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**SHARON R BELL**  
Claimant

**DES MOINES IND COMMUNITY SCH DIST**  
Employer

**APPEAL 21A-UI-00711-CL-T**  
**ADMINISTRATIVE LAW JUDGE  
DECISION**

**OC: 05/31/20**  
**Claimant: Appellant (4R)**

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Iowa Code § 96.4(5) – Reasonable Assurance

**STATEMENT OF THE CASE:**

On November 25, 2020, the claimant filed an appeal from the November 20, 2020, (reference 01) unemployment insurance decision that denied benefits. The parties were properly notified about the hearing. A telephone hearing was held on February 10, 2021. Claimant participated personally and was represented by Rossi Frith. Employer participated through benefits specialist Rhonda Wagoner and director of transportation Lashone Mosley. Employer's Exhibits 1 through 5 were admitted into the record. Claimant's Exhibits A through H were admitted into the record.

**ISSUE:**

Is the claimant eligible for unemployment insurance benefits between academic years?

**FINDINGS OF FACT:**

Having reviewed all of the evidence in the record, the administrative law judge finds: Claimant began working for employer in November 1993. Claimant has worked for employer as a full-time bus driver for many years.

Claimant has worked on a year round basis for the last several years. Claimant drives a bus route during the school year. During the summer, employer offers bus drivers work driving for field trips, sports, etc. Claimant normally bids on one of these assignments before the school year ends and works a regularly assigned schedule during the summer.

In March 2020, the United States declared a public health emergency due to the COVID 19 pandemic. Employer suspended in person classes for the remainder of the 2019-2020 school year.

On April 14, 2020, superintendent Dr. Thomas Ahart sent an email to all employees assuring them there would not be furloughs. Claimant did not work from March through the end of the school year, but was paid by employer. Employer's handbook states it will provide employees a 30-day notice of any layoff.

Employer had work available for bus drivers during summer 2020, but it was more limited than in previous years. Claimant informed employer she was not interested in a work assignment for summer 2020. Claimant stayed home for the protection of her own health and also because she was watching her grandchildren.

In a typical year, employer notifies employees of their assignment for the next year and asks the employee to sign a document confirming the assignment before the end of the school year. This year was different because of the pandemic. Employer did not confer with its employees regarding work assignments for the next school year.

On July 23, 2020, employer sent its bus drivers a message with a survey asking if they planned on returning to work for the 2020-2021 school year. The message stated that employer would be offering virtual and hybrid learning models which would require social distancing on the bus. Claimant replied to the message the next day stating she planned on returning for the 2020-2021 school year.

Claimant returned to work for employer on a full-time basis for the 2020-2021 school year. Although hours were initially slightly reduced compared to previous school years, claimant still worked at least 30 hours per week, which is considered full-time status for employer.

#### **REASONING AND CONCLUSIONS OF LAW:**

For the reasons that follow, the administrative law judge concludes the claimant did not have reasonable assurance of returning to work the following academic term or year until July 23, 2020.

Public Law 94-566 provides:

(c) An individual who performs services for an educational institution or agency in a capacity (other than an instructional, research, or principal administrative capacity) shall not be eligible to receive a payment of assistance or a waiting period credit with respect to any week commencing during a period between two successive academic years or terms if:

(1) Such individual performed such services for any educational institution or agency in the first of such academic years or terms; and

(2) There is a reasonable assurance that such individual will perform services for any educational institution or agency in any capacity (other than an instructional, research, or principal administrative capacity) in the second of such academic years or 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.

In this case, claimant did not have reasonable assurance she would return to work in the next academic year until July 23, 2020. Therefore, benefits are allowed from May 31, 2020 until July 23, 2020, provided claimant is otherwise eligible. There is an issue of whether claimant was able to and available for work from May 31, 2020, through July 23, 2020. That issue will be remanded to the Benefits Bureau of Iowa Workforce Development for an initial determination.

**DECISION:**

The November 20, 2020, (reference 01) unemployment insurance decision is modified in favor of claimant. The claimant did not have reasonable assurance of returning to work the following academic year or term until July 23, 2020. Benefits are allowed from May 31, 2020, through July 23, 2020, provided claimant is otherwise eligible.

**REMAND:**

The issue of whether claimant is able to and available for work effective May 31, 2020, is remanded to the Benefits Bureau of Iowa Workforce Development for an initial decision.



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Christine A. Louis  
Administrative Law Judge  
Unemployment Insurance Appeals Bureau  
1000 East Grand Avenue  
Des Moines, Iowa 50319-0209  
Fax (515)478-3528

February 22, 2021  
Decision Dated and Mailed

cal/mh

*Note to Claimant:* This decision determines you are not eligible for regular unemployment insurance benefits. 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. Individuals who do not qualify for regular unemployment insurance benefits due to disqualifying separations, but who are currently unemployed for reasons related to COVID-19 may qualify for Pandemic Unemployment Assistance (PUA). **You will need to apply for PUA to determine your eligibility under the program.** Additional information on how to apply for PUA can be found at <https://www.iowaworkforcedevelopment.gov/pua-information>.