

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

68-0157 (9-06) - 3091078 - EI

**SHARON R BELL**

Claimant

**APPEAL NO. 12A-UI-08100-A**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**DES MOINES IND COMMUNITY SCH DIST**

Employer

**OC: 06/03/12**

**Claimant: Appellant (1)**

Section 96.4-5-b – Reasonable Assurance of Continued Employment

**STATEMENT OF THE CASE:**

Sharon R. Bell filed a timely appeal from an unemployment insurance decision dated June 28, 2012, reference 01, that denied unemployment insurance benefits upon a finding that she had reasonable assurance of continued employment with Des Moines Independent Community School District for the 2012-2013 academic year as she had had with the district during the 2011-2012 academic year. After due notice was issued, a hearing was held in Des Moines, Iowa July 31, 2012. Ms. Bell participated and presented additional testimony by Rossi Frith, President of AFSCME Local #2048. Exhibit A was admitted into evidence on her behalf. Benefits and Risk Management Director Kathy McKay participated on behalf of the district, presenting additional testimony by Transportation Department Manager Todd Liston. Employer Exhibit One was admitted into evidence.

**ISSUE:**

Does the claimant have reasonable assurance of continued employment in the 2012-2013 academic year as in the prior academic year?

**FINDINGS OF FACT:**

In the 2011-2012 school year, Sharon R. Bell was employed as a full-time academic year bus driver, earning \$16.12 per hour. She worked 190 or 195 days during the school year. She is scheduled to work the same number of days in the 2012-2013 school year at a slightly higher hourly wage. There has been no change in Ms. Bell's benefit package.

In May 2010, Des Moines Independent Community School District and AFSCME Local #2048, the union representing Ms. Bell, entered into an agreement that included concessions by the union because of the district's financial situation. The agreement expired at the end of the school year in June 2012. In February 2012, the district notified the union that it intended to operate under the same terms as in the settlement agreement. The union has filed a grievance which is now awaiting arbitration. In May 2012, the district notified Ms. Bell that continued employment was available to her in the 2012-2013 school year.

**REASONING AND CONCLUSIONS OF LAW:**

Iowa Code section 96.4-5-b denies unemployment insurance benefits to an employee of an academic institution between academic years or semesters if the individual has reasonable assurance of continued employment that is not substantially less in economic terms as during the prior academic year or semester. The evidence in this record establishes that Ms. Bell will continue to be an academic year full time employee, just as she was in the 2011-2012 academic year, with a slight increase in hourly wage and no reduction in benefits. Benefits must be withheld.

It appears that the fighting issue between the parties is the district's unilateral extension of the settlement agreement from May 2010. That dispute is beyond the jurisdiction of the administrative law judge. Furthermore, the arbitration deals with the restoration of hours and wages in effect at the end of the 2009-2010 school year. The statute cited above allows this administrative law judge to compare only the most recent academic year with the upcoming academic year.

**DECISION:**

The unemployment insurance decision dated June 28, 2012, reference 01, is affirmed. The claimant is ineligible to receive unemployment insurance benefits at this time.

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Dan Anderson  
Administrative Law Judge

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Decision Dated and Mailed

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