

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

JEFFERY H JONES
Claimant

APPEAL NO: 12A-UI-07927-DWT

**ADMINISTRATIVE LAW JUDGE
DECISION**

FORT DODGE COMMUNITY SCHOOL DIST
Employer

OC: 06/03/12
Claimant: Appellant (2)

Iowa Code § 96.5(2)a- Discharge

PROCEDURAL STATEMENT OF THE CASE:

The claimant appealed a representative's June 21, 2012 determination (reference 01) that disqualified him from receiving benefits and held the employer's account exempt from charge because he had been discharged for disqualifying reasons. The claimant participated in the hearing. Doug Vanzyl, the superintendent, appeared on the employer's behalf. Based on the evidence, the arguments of the parties, and the law, the administrative law judge concludes the claimant is qualified to receive benefits.

ISSUE:

Did the employer discharge the claimant for reasons constituting work-connected misconduct?

FINDINGS OF FACT:

The claimant started working for the employer in the mid-1990s. He taught 7th grade science.

The claimant's most recent evaluations indicated he needed to improve his class management skills. Even though the claimant's personnel record indicates the employer sent to him various trainings and conferences to help him improve, the employer did not enroll the claimant in these classes or training sessions. The claimant talked to mentors in an attempt to learn new methods to control student behaviors in his classroom.

In late April 2012, the claimant's supervisor told the claimant that based on his evaluations and his continued unsatisfactory performance and class management issues, the employer would not offer him a teaching contract the next year because of continuing class management issues. Also, the employer did not believe the claimant's students learned what they needed to in his class. The claimant's supervisor told the claimant he could resign or the employer would discharge him by not offering him a teaching contract the next year. On April 30, the claimant submitted his resignation that was effective at the end of the school year, June 4, 2012. In early May, the employer accepted the claimant's April 30 resignation.

On May 25, 2012, an administrator went to the claimant's classroom. While the administrator was in the classroom, the claimant appeared to be sleeping for at least 20 minutes. After the

claimant woke up, the administrator sent him home. The employer placed the claimant on a paid leave until the last day of school, June 4.

The employer knew the claimant has a medical condition. On May 25, the claimant blacked out as a result of his medical condition.

REASONING AND CONCLUSIONS OF LAW:

A claimant is not qualified to receive unemployment insurance benefits if he voluntarily quits or an employer discharges him for reasons constituting work-connected misconduct. Iowa Code §§ 96.5(1), (2)a. The evidence establishes the employer initiated the employment separation by telling the claimant he could either resign or the employer would discharge him by not offering him another teaching contract for the next school year. Based on these facts, the employer discharged the claimant as of June 4, 2012.

The employer has the burden to prove the claimant was discharged for work-connected misconduct as defined by the unemployment insurance law. *Cosper v. Iowa Department of Job Service*, 321 N.W.2d 6 (Iowa 1982). The propriety of a discharge is not at issue in an unemployment insurance case. An employer may be justified in discharging an employee, but the employee's conduct may not amount to misconduct precluding the payment of unemployment compensation. The law limits disqualifying misconduct to willful wrongdoing or repeated carelessness or negligence that equals willful misconduct in culpability. *Lee v. Employment Appeal Board*, 616 N.W.2d 661, 665 (Iowa 2000).

The law defines misconduct as:

1. A deliberate act and a material breach of the duties and obligations arising out of a worker's contract of employment.
2. A deliberate violation or disregard of the standard of behavior the employer has a right to expect from employees. Or
3. An intentional and substantial disregard of the employer's interests or of the employee's duties and obligations to the employer.

Inefficiency, unsatisfactory conduct, unsatisfactory performance due to inability or incapacity, inadvertence or ordinary negligence in isolated incidents, or good faith errors in judgment or discretion do not amount to work-connected misconduct. 871 IAC 24.32(1)(a).

By May 25 the employer had already decided the claimant would not return as a teacher the next school year. The employer established justifiable business reasons for ending the claimant's employment. The claimant did not perform his job satisfactorily and he had ongoing problems managing the students in his class.

The evidence does not establish that the claimant committed work-connected misconduct. His teaching methods may have been "unique", but the grades of the students in his class indicate they learned the material he taught. The facts also indicate the claimant tried to manage the students in his class, but was not always successful.

On May 25 when the claimant blacked out because of a medical condition, the employer had already made the decision to end his employment. Even if the employer had not already decided to end his employment on June 4, the May 25 incident does not amount to an intentional disregard of the employer's interests. The claimant did not commit work-connected misconduct on May 25.

DECISION:

The representative's June 21, 2012 determination (reference 01) is reversed. The claimant did not quit his employment. Instead, the employer discharged him for justifiable business reasons, but the claimant did not commit work-connected misconduct. As of June 3, 2012, the claimant is qualified to receive benefits, provided he meets all other eligibility requirements. The employer's account is subject to charge.

Debra L. Wise
Administrative Law Judge

Decision Dated and Mailed

dlw/pjs