

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS BUREAU**

BRENT BAGNALL
Claimant

COMM SCHOOL DIST OF SO TAMA COUNT
Employer

APPEAL 20A-UI-12999-DZ-T
**ADMINISTRATIVE LAW JUDGE
DECISION**

OC: 07/05/20
Claimant: Appellant (2)

Iowa Code § 96.5(2)a – Discharge for Misconduct
Iowa Code § 96.5(1) – Voluntary Quit

STATEMENT OF THE CASE:

Brent Bagnall, the claimant/appellant, filed an appeal from the October 14, 2020, (reference 01) unemployment insurance decision that denied benefits. The parties were properly notified of the hearing. A telephone hearing was held on December 16, 2020. The claimant participated and testified. Laura Schultes, attorney, represented the claimant. The employer did not participate. Claimant's Exhibit A - E was admitted into evidence.

ISSUE:

Was the claimant discharged for disqualifying job-related misconduct?

FINDINGS OF FACT:

Having reviewed all of the evidence in the record, the administrative law judge finds: The claimant began working for the employer in April 2010. He worked as a teacher, dean, and most recently, as a full-time assistant principal/athletic director. His last day of work was July 30, 2020.

On October 11, 2019, Jared Smith (Smith), school superintendent, notified the claimant via letter that his administrator contract would not be renewed beyond the 2019/2020 school year. The notice informed the claimant that he had until October 25 to schedule a meeting with the school board to discuss reasons for his contract not being renewed. In a meeting on that same day, Smith told the claimant the reason for his contract not being renewed was that he was not a good fit for the assistant principal/athletic director position. That same day, the claimant requested a meeting via email. The employer's attorney responded to the claimant's request via letter informing him that his meeting request was premature since no action had yet been taken on the claimant's contract.

On December 10, 2019, Smith informed the claimant via letter that he would recommend that the School Board terminate the claimant's contract at their December 16 meeting. The School Board did terminate the claimant's contract at its December 16 meeting. The claimant attended the meeting and did not hear the board give any reason for not renewing his contract and

instead deferred to Smith's recommendation. On December 17, 2019, Smith informed the claimant that the School Board had voted to not renew his contract at its December 16 meeting.

The claimant completed the 2019/2020 school year in his position of assistant principal/athletic director. The claimant denied violating any employer policy or rule.

As of mid-September 2020, the claimant is employed as a supervisor in the service industry.

REASONING AND CONCLUSIONS OF LAW:

For the reasons that follow, the administrative law judge concludes the claimant was discharged from employment for no disqualifying reason.

Iowa Code section 96.5(2)a provides:

An individual shall be disqualified for benefits:

2. Discharge for misconduct. If the department finds that the individual has been discharged for misconduct in connection with the individual's employment:

a. The individual shall be disqualified for benefits until the individual has worked in and has been paid wages for insured work equal to ten times the individual's weekly benefit amount, provided the individual is otherwise eligible.

871 IAC 24.32(1)a provides:

Discharge for misconduct.

(1) Definition.

a. "Misconduct" is defined as a deliberate act or omission by a worker which constitutes a material breach of the duties and obligations arising out of such worker's contract of employment. Misconduct as the term is used in the disqualification provision as being limited to conduct evincing such willful or wanton disregard of an employer's interest as is found in deliberate violation or disregard of standards of behavior which the employer has the right to expect of employees, or in carelessness or negligence of such degree of recurrence as to manifest equal culpability, wrongful intent or evil design, or to show an intentional and substantial disregard of the employer's interests or of the employee's duties and obligations to the employer. On the other hand mere inefficiency, unsatisfactory conduct, failure in good performance as the result of inability or incapacity, inadvertencies or ordinary negligence in isolated instances, or good faith errors in judgment or discretion are not to be deemed misconduct within the meaning of the statute.

This definition has been accepted by the Iowa Supreme Court as accurately reflecting the intent of the legislature. *Huntoon v. Iowa Department of Job Service*, 275 N.W.2d 445, 448 (Iowa 1979).

The employer has the burden of proof in establishing disqualifying job misconduct. *Cosper v. Iowa Dep't of Job Serv.*, 321 N.W.2d 6 (Iowa 1982). The issue is not whether the employer made a correct decision in separating claimant, but whether the claimant is entitled to

unemployment insurance benefits. *Infante v. Iowa Dep't of Job Serv.*, 364 N.W.2d 262 (Iowa Ct. App. 1984). Misconduct must be "substantial" to warrant a denial of job insurance benefits. *Newman v. Iowa Dep't of Job Serv.*, 351 N.W.2d 806 (Iowa Ct. App. 1984).

871 IAC 24.32(4) provides:

Report required. The claimant's statement and employer's statement must give detailed facts as to the specific reason for the claimant's discharge. Allegations of misconduct or dishonesty without additional evidence shall not be sufficient to result in disqualification. If the employer is unwilling to furnish available evidence to corroborate the allegation, misconduct cannot be established....

The claimant agrees that he was discharged from employment but denies that it was for misconduct. The employer could have prohibited the claimant from continuing to work after it did not renew his contract at the December 16 meeting. The employer did not do that. The claimant continued to work from December 16, when the school board voted to not renew his contract, through July 30, 2020. This supports the claimant's contention that the employer not renewing his contract was not for misconduct. The employer did not participate in the hearing and provided no evidence of misconduct by the claimant. Therefore, the employer has not met its burden in establishing disqualifying job misconduct and the claimant is eligible for benefits.

The claimant is employed again as of mid-September 2020, and therefore, not eligible for benefits since his new employment began.

DECISION:

The October 14, 2020, (reference 01) unemployment insurance decision is reversed. The claimant was discharged from employment no disqualifying reason. Benefits are allowed from July 5, 2020 through September 12, 2020.



Daniel Zeno
Administrative Law Judge

December 29, 2020
Decision Dated and Mailed

dz/mh