

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

PAMELA SADLER

Claimant

APPEAL NO: 06A- UI-08242-DWT

**ADMINISTRATIVE LAW JUDGE
DECISION**

NORWALK COMMUNITY SCHOOL DIST

Employer

**OC: 05/21/06 R: 02
Claimant: Respondent (2/R)**

Section 96.5-1 – Voluntary Quit

STATEMENT OF THE CASE:

Norwalk Community School District (employer) appealed a representative's August 14, 2006 decision (reference 07) that concluded Pamela K. Sadler (claimant) was qualified to receive unemployment insurance benefits, and the employer's account was subject to charge because the claimant's employment separation occurred as the result of nondisqualifying reasons. After hearing notices were mailed to the parties' last-known addresses of record, a telephone hearing was held on September 28, 2006. The claimant participated in the hearing. Doug Richardson and Jill Kieger appeared as subpoenaed witnesses for the claimant. Kate Baldwin, the business manager, and Ken Foster, the middle school principal, appeared on the employer's behalf. Based on the evidence, the arguments of the parties, and the law, the administrative law judge enters the following findings of fact, reasoning and conclusions of law, and decision.

ISSUE:

Did the claimant voluntarily quit her employment for reasons that qualify her to receive unemployment insurance benefits, or did the employer discharge her for reasons that constitute work-connected misconduct?

FINDINGS OF FACT:

The employer hired the claimant as the employer's Secondary Gifted and Talented instructor for the 2005-2006 school year. Foster was the claimant's supervisor. Kieger was the claimant's mentor.

During her employment, the employer addressed several areas of concern regarding the claimant's work performance. The claimant also told the employer about issues or problems she had to work with and wanted the employer to address. Although the claimant initially appeared very confident, as the school year progressed the claimant appeared to become less confident. At various times the claimant told Kieger and Foster that she wanted to find a job the next school year working with the higher elementary grades instead of continuing to work with high school students.

As a result of continuing student and parent complaints, the employer decided to address numerous areas of concern with the claimant. Foster, Wulf, the superintendent, and the claimant met on February 10, 2006, to discuss performance-related concerns. The employer told the claimant she could have a union representative present, even though she was not a member of the union. The claimant asked Richardson to attend and observe the February 10 meeting. Even though the meeting started between noon and 1:00 p.m., the employer arranged for substitute teachers to handle the claimant's and Richardson's late afternoon classes.

During the February 10 meeting, the employer told the claimant about the complaints and the areas the employer noticed job performance problems. During the meeting, the claimant indicated that for the next school year she was not interested in working with secondary or high school students. Instead, the claimant wanted to work with students in the higher elementary grades. As a result of the claimant's goal for the next year, Wulf offered the claimant a proposal. The employer told the claimant that if she wanted to resign her job right away, the employer would pay her salary for the remainder of her contract and pay her health insurance benefits for a period of time. This would allow the claimant some financial security and the opportunity to look for another job for the next school year. The claimant wanted an opportunity to think about this proposal, which the employer gave to her.

After the meeting, the claimant talked to Richardson and Kieger. The claimant was concerned that if she did not resign the employer could discharge her if her work performance did not improve. Richardson thought the employer's offer was extremely generous, gave the claimant financial security and time to look for another job for the next school year. No one told the claimant that if she did not resign, the employer would discharge her. The employer was prepared to work with the claimant in her current position through the end of the 2006-2007 school year.

On February 13, the claimant informed the employer she decided to resign effective immediately. The employer gave the claimant a lump sum payment of her remaining wages under her contract.

The claimant established a claim for unemployment insurance benefits during the week of May 21, 2006. The claimant filed claims for the weeks ending June 10 through September 23, 2006. The claimant received her maximum weekly benefit amount of \$324.00 for each of these weeks. The claimant's record indicates she earned wages from subsequent employers after she received the lump sum payment from the employer. While the wages were reported for the second quarter of 2006, April 1 through June 30, 2006, the record does reflect the amount the claimant earned prior to establishing her claim on May 21 or when she earned a minimum of \$3,240.00 in wages.

REASONING AND CONCLUSIONS OF LAW:

A claimant is not qualified to receive unemployment insurance benefits if she voluntarily quits employment without good cause attributable to the employer or an employer discharges her for reasons constituting work-connected misconduct. Iowa Code sections 96.5-1, 2-a. The evidence establishes the employer gave the claimant an opportunity to resign as of February 13 and receive the remainder of her contracted salary in a lump sum and paid health insurance benefits for a specified time period, or the claimant could continue working at her job and work to improve her work performance. The employer had no plans to discharge the claimant if she did not resign. When the claimant accepted the employer's offer on February 13, 2006, she voluntarily quit her employment. When a claimant quits, she has the burden to establish she quit her employment with good cause attributable to the employer. Iowa Code section 96.6-2.

The claimant voluntarily quit her employment for compelling personal reasons because she was apprehensive about the employer discharging her in the future and did not want a discharge on her record. The claimant also quit because the employer offered her some financial security for a few months and an opportunity to look for another job. These reasons do not establish good cause for unemployment insurance benefits. Therefore, as of May 21, 2006, the claimant is not qualified to receive unemployment insurance benefits, unless she earned ten times her weekly benefit amount before she filed her claim on May 21, 2006.

Since claimant's records indicate she earned wages after quitting her employment with the employer, this matter is remanded to the Claims Section to determine the date the claimant requalified to receive unemployment insurance benefits. Since it is not known when the claimant requalified in the second quarter of 2006, the claimant is currently qualified to receive unemployment insurance benefits. The Claims Section shall also decide the amount of overpayment, if any, the claimant has received.

Since the claimant voluntarily quit her employment without good cause, the employer's account will not be charged. Iowa Code section 96.7-2(a)(2).

DECISION:

The representative's August 14, 2006 decision (reference 07) is reversed. The employer did not discharge the claimant. Instead, the claimant voluntarily quit her employment for reasons that do not qualify her to receive unemployment insurance benefits. As of May 21, 2006, the claimant is not qualified to receive unemployment insurance benefits, unless she has earned ten times her weekly benefit amount prior to May 21 and has requalified to receive benefits. The employer's account will not be charged for any benefits paid to the claimant. This matter is remanded to the Claims Section to investigate and determine on what date the claimant requalified to receive unemployment insurance benefits by earning a minimum of \$3,240.00 in wages and if she has been overpaid any unemployment insurance benefits. Since the claimant earned wages in the second quarter that exceed \$3,240.00 the claimant is currently qualified to receive unemployment insurance benefits, provided she meets all other eligibility requirements.

Debra L. Wise
Administrative Law Judge

Decision Dated and Mailed

dlw/pjs