

IOWA WORKFORCE DEVELOPMENT  
Unemployment Insurance Appeals Section  
1000 East Grand—Des Moines, Iowa 50319  
DECISION OF THE ADMINISTRATIVE LAW JUDGE  
68-0157 (7-97) – 3091078 - EI

CHRISTINA M SADLER  
930 SE 3<sup>RD</sup> ST  
ANKENY IA 50021

CHILDREN AND FAMILIES OF IOWA  
ATTN LISA BOCKHOVEN  
1111 UNIVERSITY AVE  
DES MOINES IA 50314

Appeal Number: 05A-UI-00085-CT  
OC: 11/28/04 R: 02  
Claimant: Appellant (1)

**This Decision Shall Become Final**, unless within fifteen (15) days from the date below, you or any interested party appeal to the Employment Appeal Board by submitting either a signed letter or a signed written Notice of Appeal, directly to the **Employment Appeal Board, 4<sup>th</sup> Floor—Lucas Building, Des Moines, Iowa 50319**.

The appeal period will be extended to the next business day if the last day to appeal falls on a weekend or a legal holiday.

STATE CLEARLY

1. The name, address and social security number of the claimant.
2. A reference to the decision from which the appeal is taken.
3. That an appeal from such decision is being made and such appeal is signed.
4. The grounds upon which such appeal is based.

YOU MAY REPRESENT yourself in this appeal or you may obtain a lawyer or other interested party to do so provided there is no expense to Workforce Development. If you wish to be represented by a lawyer, you may obtain the services of either a private attorney or one whose services are paid for with public funds. It is important that you file your claim as directed, while this appeal is pending, to protect your continuing right to benefits.

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(Administrative Law Judge)

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(Decision Dated & Mailed)

Section 96.5(2)a – Discharge for Misconduct

STATEMENT OF THE CASE:

Christina Sadler filed an appeal from a representative's decision dated December 20, 2004, reference 01, which denied benefits based on her separation from Children and Families of Iowa (CFI). After due notice was issued, a hearing was held by telephone on January 18, 2005. Ms. Sadler participated personally. The employer participated by Karen Spring, Human Resources Director.

FINDINGS OF FACT:

Having heard the testimony of the witnesses and having reviewed all the evidence in the record, the administrative law judge finds: Ms. Sadler was employed by CFI from March 24 until

November 22, 2004. She was initially hired as a part-time worker and, as of June 1, 2004, was a full-time youth service worker. A youth service worker deals with adolescents age 12 to 17. Ms. Sadler was discharged for disobeying direct instructions regarding her interactions with a client.

Prior to November 1, other staff members made Ms. Sadler's supervisor aware that Ms. Sadler was spending an inordinate amount of time with a client by the name of Tyler, age 16. The employer believed her conduct might be in violation of ethical standards, which prohibit staff from having relationships with clients that might be viewed as friendships. Activities were to be limited to professional client relationships. Because of concerns that Ms. Sadler might be crossing appropriate boundaries with Tyler, the supervisor met with Ms. Sadler on November 1. She was told that she could not contact the client at home after his discharge and could not give him a gift to commemorate his discharge. Other staff members have been allowed to give gifts to clients being discharged. The employer's decision regarding Ms. Sadler giving a gift to Tyler was based only on the fact that appropriate boundaries might already have been crossed by Ms. Sadler. On November 3, Tyler's therapist met with Ms. Sadler and the supervisor and reiterated that she was not to have contact with the client after his discharge. She was told that having contact with him outside of the facility and giving him a gift could be misinterpreted by Tyler and could possibly be harmful to him.

Ms. Sadler gave a gift to Tyler at the time of his November 4 discharge. She also gave him a letter, which states in part, "I'm so excited about our relationship to come – it will be a wonderful adventure that I can't wait to embark on." The letter closes with "I love you." After his discharge, Tyler had telephone conversations with Ms. Sadler in her home. The employer did not learn of the letter or the telephone calls until Tyler's father contacted the employer when his son ran away from home. The father reported that his son was having telephone conversations with Ms. Sadler on almost a daily basis for at least an hour at a time. Ms. Sadler had not notified the employer that she was continuing to have contact with Tyler after his discharge. As a result of disregarding the instructions she had been given regarding Tyler, Ms. Sadler was discharged on November 22, 2004.

#### REASONING AND CONCLUSIONS OF LAW:

At issue in this matter is whether Ms. Sadler was separated from employment for any disqualifying reason. An individual who was discharged from employment is disqualified from receiving job insurance benefits if the discharge was for misconduct. Iowa Code section 96.5(2)a. The employer had the burden of proving disqualifying misconduct. Cosper v. Iowa Department of Job Service, 321 N.W.2d 6 (Iowa 1982). Ms. Sadler was discharged for violating the instructions given her by her supervisor regarding contact with a client. The employer met with her twice before Tyler's discharge to explain that she could not give him a letter or a gift and was not to have contact with him after his discharge. She was told that such actions could be misinterpreted by Tyler and, if they were, it could be harmful to him. In spite of being given clear directives by both her supervisor and Tyler's therapist, Ms. Sadler did the things she was specifically told not to do. Not only did she give Tyler a gift and a letter at the time of his discharge, she also maintained telephone contact with him after his discharge. She never notified the employer that she was having telephone contact with Tyler after his discharge. The contents of her letter to Tyler at the time of discharge make it clear that she was intending to maintain some type of relationship with him after his discharge. The letter speaks of a "relationship to come."

Ms. Sadler's conduct was clearly contrary to the instructions she had received from her supervisor and Tyler's therapist. The directives were reasonable considering the fact that there

were already concerns that boundaries were being crossed by Ms. Sadler. By fostering a friendship with Tyler, Ms. Sadler could have compromised the progress he may have made while in the facility. Her actions also had the potential of leaving the employer vulnerable to charges that staff were having inappropriate relationships with the minors in their care. As such, there was potential to undermine the employer's ability to provide services in the future. After considering all of the evidence and the contentions of the parties, the administrative law judge concludes that the employer has satisfied its burden of proof in this matter. Accordingly, benefits are denied.

**DECISION:**

The representative's decision dated December 20, 2004, reference 01, is hereby affirmed. Ms. Sadler was discharged for misconduct in connection with her employment. Benefits are withheld until such time as she has worked in and been paid wages for insured work equal to ten times her weekly job insurance benefit amount, provided she satisfies all other conditions of eligibility.

cfc/pjs