

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

JENNIFER L TOWNSEND
Claimant

APPEAL NO. 10A-UI-04987-LT

**ADMINISTRATIVE LAW JUDGE
DECISION**

**SOUTH CENTRAL IOWA COMMUNITY
ACTION PROGRAM INC**
Employer

**OC: 02/07/10
Claimant: Appellant (1)**

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

STATEMENT OF THE CASE:

The claimant filed a timely appeal from the March 22, 2010 (reference 01) decision that denied benefits. After due notice was issued, a telephone conference hearing was held on May 10, 2010. Claimant participated. Employer participated through Payroll and Human Resources Manager Sandra Moeller and Head Start Director Nancy Schnurr.

ISSUE:

The issue is whether claimant quit the employment without good cause attributable to the employer.

FINDINGS OF FACT:

Having heard the testimony and having reviewed the evidence in the record, the administrative law judge finds: Claimant most recently worked full-time as a head start teacher since November 15, 2007 and was separated from employment on February 9, 2010. She was discharged because she failed to meet the requirements of obtaining her Child Development Associate credit within a year of her hire date. On January 20, 2010 her immediate supervisors spoke to her about the issue and she said she would not be able to complete the CDA in the timeframe so said her last day would be in two weeks. She completed the classes but still needed to complete the paperwork and set up an on-site visit. She did obtain her associates of art degree, which includes the CDA credit but failed to provide evidence of the degree to the employer and failed to complete the final observation and the paperwork because it cost \$325.00, which she did not have. She was about four classes short of her degree with an emphasis in child development, which could be completed within the calendar year 2010. The employer offered in August 2009 to pay the fee but claimant did not make the arrangements or otherwise ask the employer for the fee until she was confronted in mid-January 2010. She began attending classes full-time January 2008 and completed the classes in May 2009.

REASONING AND CONCLUSIONS OF LAW:

For the reasons that follow, the administrative law judge concludes the claimant was discharged from employment due to job-related misconduct.

Iowa Code § 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.

Generally, continued refusal to follow reasonable instructions constitutes misconduct. *Gilliam v. Atlantic Bottling Company*, 453 N.W.2d 230 (Iowa App. 1990).

Claimant's failure to make reasonable efforts to secure her CDA within a year of her hire or at least by the end of the 2009 calendar year after employer offered to pay the fee in August 2009 was cumulative negligence to the extent of being disqualifying. Even if claimant did not hear the offer, she should have reasonably inquired if finances were the limiting issue. Benefits are denied.

DECISION:

The March 22, 2010 (reference 01) decision is affirmed. The claimant was discharged from employment due to job-related misconduct. Benefits are withheld until such time as she has worked in and been paid wages for insured work equal to ten times her weekly benefit amount, provided she is otherwise eligible.

Dévon M. Lewis
Administrative Law Judge

Decision Dated and Mailed

dml/pjs