

**EMPLOYMENT APPEALS BOARD DECISION**  
**2024-EAB-0843**

*Affirmed*  
*Disqualification*

**PROCEDURAL HISTORY:** On September 24, 2024, the Oregon Employment Department (the Department) served notice of an administrative decision concluding that claimant quit working for the employer without good cause on June 14, 2024, and was disqualified from receiving benefits effective June 9, 2024 (decision # L0006384533).<sup>1</sup> Claimant filed a timely request for hearing. On November 19, 2024, ALJ Contreras conducted a hearing, and on November 27, 2024, issued Order No. 24-UI-275130, modifying decision # L0006384533 by concluding that claimant quit work without good cause and was disqualified from receiving benefits effective July 14, 2024.<sup>2</sup> On December 12, 2024, claimant filed an application for review with the Employment Appeals Board (EAB).

**WRITTEN ARGUMENT:** Claimant filed written arguments on December 12, 21, and 23, 2024. EAB did not consider claimant's December 12 and 23, 2024 arguments when reaching this decision because claimant did not include a statement declaring that he provided a copy of those arguments to the employer as required by OAR 471-041-0080(2)(a) (May 13, 2019). Additionally, all three arguments contained information that was not part of the hearing record, and did not show that factors or circumstances beyond claimant's reasonable control prevented him from offering the information during the hearing.<sup>3</sup> Under ORS 657.275(2) and OAR 471-041-0090 (May 13, 2019), EAB considered only

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<sup>1</sup> Decision # L0006384533 stated that claimant was denied benefits from September 8, 2024 to September 6, 2025. However, decision # L0006384533 should have stated that claimant was disqualified from receiving benefits beginning Sunday, June 9, 2024 and until he earned four times his weekly benefit amount. See ORS 657.176.

<sup>2</sup> Although Order No. 24-UI-275130 stated it affirmed decision # L0006384533, it modified that decision by changing the beginning date of the disqualification from June 9, 2024 to July 14, 2024. Order No. 24-UI-275130 at 3.

<sup>3</sup> Claimant explained that he did not offer the additional information at hearing because he "was unsure of the direction the hearing would take" and "had not been informed of the level of detail the judge was expecting[.]" Claimant's December 12, 2024 Written Argument at 2. This does not show that claimant was prevented from offering this information into the record due to factors or circumstances beyond his reasonable control.

information received into evidence at the hearing when reaching this decision. EAB considered claimant's December 21, 2024, argument to the extent it was based on the record.

**FINDINGS OF FACT:** (1) Puddletown School, LLC employed claimant, most recently as a teacher in their after-school program, from 2013 through July 15, 2024.

(2) Prior to the 2023-2024 academic year, the employer had always offered claimant a new contract for the following academic year within four to six weeks before the current academic year was ending.

(3) In Spring 2024, the employer placed claimant on a performance improvement plan (PIP). The PIP included concerns that claimant was not adhering to the employer's equity code in various ways. Following the issuance of the PIP, claimant and the employer engaged in ongoing discussions about his performance, adherence to the equity code, and other concerns.

(4) In June 2024, by the end of the 2023-2024 academic year, the employer had not yet offered claimant a contract for the following academic year. On June 17, 2024, claimant's supervisor sent him an email outlining several of the ongoing concerns that had been raised in the PIP, and additional concerns not discussed in the PIP, and scheduled a meeting with claimant for the following day. The supervisor stated in the email, "Our time working together does seem to be winding down, not necessarily with immediacy, and not because I want it to, but because of growing misalignment and work choices that you have made and/or continue to make. I also do not want this conversation to be one-sided, and I ask you to join if you are willing to move forward in alignment with the performance improvement plan outlined this spring." Exhibit 1 at 1. The supervisor closed the email with the following:

**Contract for 24/25**

I want things to work because of how you engage with children, all you have given and how you have shown up over the years, and here we are, unsure of what feels like the best next steps for you or the school? How will you show up and can we give you what you want as a school staff person and... employee?

Exhibit 1 at 3 (emphasis in original).

(5) On June 18, 2024, after meeting with his supervisor, claimant agreed to go home and more thoroughly consider the contents of the prior day's email. Over the next several weeks, claimant and the employer continued discussing the various issues raised in the email.

(6) On July 15, 2024, claimant engaged in one final email discussion with the owner of the school about "what... the requirements for [claimant] to come back would be." Transcript at 12. Among other things, one of the requirements discussed was that claimant would sometimes be required, as part of his duties, to clean and restock one of the employee bathrooms. Additionally, claimant would be required to sign off on an updated version of the employer's equity agreement, practice "nonviolent communication" with coworkers and students, and follow policies designed to help students wear face masks when necessary. Transcript at 24. After that discussion, the employer still had not offered claimant a contract for the following academic year. As a result, claimant "decided that [he] would move on" and notified the employer that day that he was quitting. Transcript at 12.

(7) Claimant quit because he was stressed out and frustrated by not having yet been offered a new contract after months of ongoing discussions about his performance and related issues. Claimant also felt that “the language in the [June 17, 2024] email... was an attack” on his character and his job security, and was dissatisfied with the expectations that the employer had told him he would be required to agree to in order to return to work.

**CONCLUSIONS AND REASONS:** Claimant quit work without good cause.

A claimant who leaves work voluntarily is disqualified from the receipt of benefits unless they prove, by a preponderance of the evidence, that they had good cause for leaving work when they did. ORS 657.176(2)(c); *Young v. Employment Department*, 170 Or App 752, 13 P3d 1027 (2000). “Good cause . . . is such that a reasonable and prudent person of normal sensitivity, exercising ordinary common sense, would leave work.” OAR 471-030-0038(4) (September 22, 2020). “[T]he reason must be of such gravity that the individual has no reasonable alternative but to leave work.” OAR 471-030-0038(4). The standard is objective. *McDowell v. Employment Department*, 348 Or 605, 612, 236 P3d 722 (2010). A claimant who quits work must show that no reasonable and prudent person would have continued to work for their employer for an additional period of time.

Claimant quit work after the employer had failed to offer him a contract for the following academic year, months after the time period in which such a contract would usually have been offered to him. The employer delayed offering claimant a new contract because of ongoing and various concerns with claimant’s performance. At hearing, claimant asserted that he was motivated to quit because of “months... of stress about whether or not [he] was going to receive a contract,” as well as feeling “attack[ed]” by the assertions in the June 17, 2024, email. Transcript at 14. Claimant’s testimony also suggested that he objected to some of the stipulations that he would be required to agree to in order to return to work, such as including restocking an employee bathroom as part of his duties. Claimant has not met his burden to show that any of these constituted grave reasons for quitting.

The delay in being offered a new contract appeared to be caused by claimant’s reticence to agree to the various stipulations that the employer required of him. Thus, it stands to reason that if claimant had agreed to those stipulations, the employer would have offered him a contract for the following year. Claimant did not explain why he could not accept those stipulations. He suggested at hearing that he disagreed with the employer’s approach to “ideological issues around race and so forth,” although he did not clearly explain what he actually objected to or why. Transcript at 14. Regarding the requirement that claimant would have to stock and clean the employee bathroom, claimant explained that he felt that “after 10 years to 11 years of dedication [to the employer] that that was [not] something that... should be put upon [him]... in that way.” Transcript at 28–29. However, claimant did not show that he unable to complete these tasks, or that being responsible for them would have an unreasonably negative effect on him. Given the lack of specificity in his objections, claimant failed to show that he faced a situation of such gravity that he had no reasonable alternative but to quit.

Similarly, the stress of the uncertainty in not having yet received a contract was not a grave situation. Claimant’s frustration in this uncertainty is understandable. However, claimant did not show that this stress had an unreasonably negative effect on him. As such, the stress of waiting for a contract for the following year also was not a situation of such gravity that claimant had no reasonable alternative but to quit work.

Finally, to the extent that claimant quit because he felt “attacked,” he has not met his burden to show that this was a grave reason for quitting. The record shows that claimant was offended by what he perceived to be slights against his character. Here as well, claimant did not elaborate on any factors that elevated these concerns beyond mere offense. As such, this was not a reason of such gravity that claimant had no reasonable alternative but to quit.

For the above reasons, claimant quit work without good cause and is disqualified from receiving benefits effective July 14, 2024.

**DECISION:** Order No. 24-UI-275130 is affirmed.

D. Hettle and A. Steger-Bentz;  
S. Serres, not participating.

**DATE of Service:** January 9, 2025

**NOTE:** You may appeal this decision by filing a Petition for Judicial Review with the Oregon Court of Appeals **within 30 days of the date of service stated above**. See ORS 657.282. For forms and information, visit <https://www.courts.oregon.gov/courts/appellate/forms/Pages/appeal.aspx> and choose the appropriate form under “File a Petition for Judicial Review.” You may also contact the Court of Appeals by telephone at (503) 986-5555, by fax at (503) 986-5560, or by mail at 1163 State Street, Salem, Oregon 97301.

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# Understanding Your Employment Appeals Board Decision

## English

Attention – This decision affects your unemployment benefits. If you do not understand this decision, contact the Employment Appeals Board immediately. If you do not agree with this decision, you may file a Petition for Judicial Review with the Oregon Court of Appeals following the instructions written at the end of the decision.

## Simplified Chinese

注意 – 本判決會影響您的失業救濟金。如果您不明白本判決，請立即聯繫就業上訴委員會。如果您不同意此判決，您可以按照該判決結尾所寫的說明，向俄勒岡州上訴法院提出司法複審申請。

## Traditional Chinese

注意 – 本判決會影響您的失業救濟金。如果您不明白本判決，請立即聯繫就業上訴委員會。如果您不同意此判決，您可以按照該判決結尾所寫的說明，向俄勒岡州上訴法院提出司法複審申請。

## Tagalog

Paalala – Nakakaapekto ang desisyong ito sa iyong mga benepisyo sa pagkawala ng trabaho. Kung hindi mo naiintindihan ang desisyong ito, makipag-ugnayan kaagad sa Lupon ng mga Apela sa Trabaho (Employment Appeals Board). Kung hindi ka sumasang-ayon sa desisyong ito, maaari kang maghain ng isang Petisyon sa Pagsusuri ng Hukuman (Petition for Judicial Review) sa Hukuman sa Paghahabol (Court of Appeals) ng Oregon na sinusunod ang mga tagubilin na nakasulat sa dulo ng desisyon.

## Vietnamese

Chú ý - Quyết định này ảnh hưởng đến trợ cấp thất nghiệp của quý vị. Nếu quý vị không hiểu quyết định này, hãy liên lạc với Ban Kháng Cáo Việc Làm ngay lập tức. Nếu quý vị không đồng ý với quyết định này, quý vị có thể nộp Đơn Xin Tái Xét Tư Pháp với Tòa Kháng Cáo Oregon theo các hướng dẫn được viết ra ở cuối quyết định này.

## Spanish

Atención – Esta decisión afecta sus beneficios de desempleo. Si no entiende esta decisión, comuníquese inmediatamente con la Junta de Apelaciones de Empleo. Si no está de acuerdo con esta decisión, puede presentar una Aplicación de Revisión Judicial ante el Tribunal de Apelaciones de Oregon siguiendo las instrucciones escritas al final de la decisión.

## Russian

Внимание – Данное решение влияет на ваше пособие по безработице. Если решение Вам непонятно – немедленно обратитесь в Апелляционный Комитет по Трудоустройству. Если Вы не согласны с принятым решением, вы можете подать Ходатайство о Пересмотре Судебного Решения в Апелляционный Суд штата Орегон, следуя инструкциям, описанным в конце решения.

**Khmer**

ចំណុចសំខាន់ – សេចក្តីសម្រេចនេះមានផលប៉ះពាល់ដល់អត្ថប្រយោជន៍គ្មានការងារធ្វើរបស់លោកអ្នក។ ប្រសិនបើលោកអ្នកមិនយល់អំពីសេចក្តីសម្រេចនេះ សូមទាក់ទងគណៈកម្មការឧទ្ធរណ៍ការងារភ្លាមៗ។ ប្រសិនបើលោកអ្នកមិនយល់ស្របចំពោះសេចក្តីសម្រេចនេះទេ លោកអ្នកអាចដាក់ពាក្យប្តឹងសុំឲ្យមានការពិនិត្យរឿងក្តីឡើងវិញជាមួយតុលាការឧទ្ធរណ៍រដ្ឋ Oregon ដោយអនុវត្តតាមសេចក្តីណែនាំដែលសរសេរនៅខាងចុងបញ្ចប់នៃសេចក្តីសម្រេចនេះ។

**Laotian**

ເອົາໃຈໃສ່ – ຄໍາຕັດສິນນີ້ມີຜົນກະທົບຕໍ່ກັບເງິນຊ່ວຍເຫຼືອການຫວ່າງງານຂອງທ່ານ. ຖ້າທ່ານບໍ່ເຂົ້າໃຈຄໍາຕັດສິນນີ້, ກະລຸນາຕິດຕໍ່ຫາຄະນະກຳມະການອຸທອນການຈ້າງງານໃນທັນທີ. ຖ້າທ່ານບໍ່ເຫັນດີນໍາຄໍາຕັດສິນນີ້, ທ່ານສາມາດຍື່ນຄໍາຮ້ອງຂໍການທົບທວນຄໍາຕັດສິນນໍາສານອຸທອນລັດ Oregon ໄດ້ໂດຍປະຕິບັດຕາມຄໍາແນະນໍາທີ່ບອກໄວ້ຢູ່ຕອນທ້າຍຂອງຄໍາຕັດສິນນີ້.

**Arabic**

هذا القرار قد يؤثر على منحة البطالة الخاصة بك، إذا لم تفهم هذا القرار، إتصل بمجلس منازعات العمل فوراً، و إذا كنت لا توافق على هذا القرار، يمكنك رفع شكوى للمراجعة القانونية بمحكمة الإستئناف بأوريغون و ذلك بإتباع الإرشادات المدرجة أسفل القرار.

**Farsi**

توجه - این حکم بر مزایای بیکاری شما تاثیر می گذارد. اگر با این تصمیم موافق نیستید، بلافاصله با هیأت فرجام خواهی استخدام تماس بگیرید. اگر از این حکم رضایت ندارید، می‌توانید با استفاده از دستور العمل موجود در پایان آن، از دادگاه تجدید نظر اورگان درخواست تجدید نظر کنید.

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