EO: Intrastate
BYE: 07-Feb-2026

State of Oregon
Employment Appeals Board
875 Union St. N.E.
Salem, OR 97311

843
VQ 005.00

EMPLOYMENT APPEALS BOARD DECISION
2025-EAB-0475

Reversed
No Disqualification

PROCEDURAL HISTORY: On June 4, 2025, the Oregon Employment Department (the Department) served notice of an administrative decision concluding that claimant quit working for the employer without good cause and was disqualified from receiving benefits effective February 9, 2025 (decision # L0011063923).[1] Claimant filed a timely request for hearing. On July 10, 2025, ALJ Hall conducted a hearing at which the employer failed to appear, and on July 17, 2025 issued Order No. 25-UI-297906, affirming decision # L0011063923. On August 4, 2025, claimant filed an application for review with the Employment Appeals Board (EAB).

WRITTEN ARGUMENT: Claimant's argument contained information that was not part of the hearing record and did not show that factors or circumstances beyond claimant's reasonable control prevented her from offering the information during the hearing. Under ORS 657.275(2) and OAR 471-041-0090 (May 13, 2019), EAB considered only information received into evidence at the hearing. EAB considered any parts of claimant's argument that were based on the hearing record.

FINDINGS OF FACT: (1) Beaverton School District # 48J employed claimant as a special-education teacher from approximately August 2021 through February 11, 2025.

(2) For the first two years of her employment, claimant worked at one of the district's elementary schools, teaching high-functioning special education students. Thereafter, claimant transferred to

[1] Decision # L0011063923 stated that claimant was denied benefits from February 9, 2025 to February 7, 2026. However, decision # L0011063923 should have stated that claimant was disqualified from receiving benefits beginning February 9, 2025, and until she earned four times her weekly benefit amount. *See* ORS 657.176.

another of the district's elementary schools, and began teaching higher-need students with "severe disabilities." Transcript at 22.

(3) In November 2024, the employer placed claimant on a "plan of awareness" (POA), which was purported to help claimant improve her classroom performance. Transcript at 5. However, the rubric that the employer expected claimant to follow as part of the POA was not tailored to the particularities of special education students. The rubric included requirements such as the creation of a schedule outlining the details of a day in claimant's classroom, including which paraprofessionals were assigned to the classroom in any given day, the subjects taught that day, the common-core standards applicable to the general-education students of the same level, and directions on how to lead activities in the classroom. Claimant felt that these requirements were both irrelevant to her work in special education and detracted from her teaching duties. Claimant asked the administrator if she could be given a rubric with criteria specific to special education, but the administrator denied the request and told claimant that the general rubric was 'best practice for all teachers." Transcript at 19.

(4) Despite her concerns, claimant attempted to comply and created a 20 to 30-page document that she believed met the requirements of the schedule that the rubric called for. Upon reviewing the schedule, the administrator "criticized" claimant, stating that they wanted "a script for the whole entire day… [showing] word for word what should they all be doing for that whole entire day." Transcript at 9.

(5) Also as part of the POA, the employer's human resources (HR) department assigned claimant an "expert" coach, external to the district, who was intended to help claimant in her improvement. Transcript at 8. The coach disagreed with much of what the administrator, by way of the POA, had required of claimant, as he believed it "wasn't the best use of time." Transcript at 18. As such, the coach advised claimant not to follow some requirements of the plan. Claimant followed the coach's advice on those matters and was reprimanded by the administrator for doing so. Additionally, the administrator "ignored" the coach's guidance. Transcript at 8.

(6) As a result of the various "overwhelming" requirements of the POA, claimant's frustration with time-consuming and seemingly-irrelevant requirements, the conflicts between the coach and the administrator, and the poor feedback that claimant continued to receive from the administrator, claimant began to experience physical and mental effects of work-related stress. Transcript at 18. These included hypertension, anxiety, and panic attacks, for which she was prescribed medication.

(7) On February 11, 2025, claimant and her union representative met with the school's administration regarding claimant's progress. At the meeting, the employer informed claimant that her performance had not improved sufficiently, and that they would therefore be moving claimant from the POA to a performance improvement plan (PIP). The employer did not give claimant a specific timeline for completion of the PIP, but told her that it would start that day. Additionally, they told claimant that if she did not successfully complete the PIP, they would request that the superintendent not renew claimant's contract for the following year. Claimant also understood that if that were to occur, she would typically be required to disclose it when applying for work in other school districts, and that such a disclosure "would be used against [her]" by potential employers. Transcript at 13–14.

(8) Based on previous discussions with the employer, claimant understood that the PIP's requirements would be more rigorous than the POA. Additionally, based in part on the tone of the meeting, claimant

believed that she would continue to experience the difficulties she had already been experiencing with the administrator while working under the POA. Claimant therefore believed that she would be unable to successfully complete the PIP.

(9) Claimant discussed the matter with her union representative, who advised her to either take leave under the Family and Medical Leave Act (FMLA) or resign to avoid potential discharge if the PIP was enacted. Claimant had previously discussed with some colleagues and the union representative the possibility of taking FMLA leave to address her recent health concerns, but the union representative had advised claimant that she would still be required to submit lesson plans for the time period that she would be gone. As such, claimant did not believe it would be worthwhile to apply for a leave of absence. Instead, claimant decided to resign both to protect her health, and so that the PIP could not be enacted and potentially lead to her contract non-renewal. The union representative conveyed claimant's resignation to the employer and, after conferring with HR, told claimant that it had been decided that her last day would be that day. Claimant did not work for the employer thereafter.

CONCLUSIONS AND REASONS: Claimant quit work with 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 voluntarily quit work to avoid the enactment of a PIP that she believed she would be unable to successfully complete, and which would therefore likely result in contract non-renewal and a subsequent impediment in her search for a new job. The record also shows that claimant's health conditions resulting from work stress also contributed to her decision to quit, as she testified at hearing that she quit "for [her] health and career." Transcript at 11.

The order under review found only that claimant quit due to her concerns about the PIP, and concluded that this did not constitute good cause for leaving work because "claimant did not establish by a preponderance of the evidence that her discharge was either imminent or inevitable," or that failing the PIP "would have been the 'kiss of death' to her career." Order No. 25-UI-297906 at 3. The record does not support these conclusions.

Whether quitting to avoid a potential discharge that can harm an individual's future prospects of rehire constitutes good cause is controlled by *McDowell v. Employment Dep't*., 348 Or 605, 236 P3d 722 (2010) and *Dubrow v. Employment Dep't.*, 242 Or App 1, 252 P3d 857 (2011). In *McDowell*, the claimant had good cause to quit work to avoid being discharged, not for misconduct, when the discharge was imminent, inevitable, and would be the "kiss of death" to claimant's future job prospects. Under *Dubrow*, a future discharge does not need to be certain for a quit to avoid it to qualify as good cause; likelihood is not dispositive of the issue but it does bear on the gravity of the situation.

Here, claimant's discharge (by way of contract non-renewal) was not certain, as it was possible that she could have successfully completed the PIP, and because the record does not show how long the employer intended the PIP to last, it is not clear when claimant might have been discharged. Nevertheless, the preponderance of the evidence shows that claimant's discharge was likely to occur if she attempted to complete the PIP. The record indicates that the POA, the terms of which claimant had attempted to meet prior to the February 11, 2025 meeting, contained requirements which were seemingly ill-suited to special education classrooms, were so time-consuming as to impact claimant's ability to perform her normal teaching duties, and which, in any case, claimant could not successfully complete despite her efforts to do so. Claimant understood that the PIP's requirements would be either the same or more difficult, and the employer, who did not appear at the hearing, did not contradict this. Thus, the record does not support the conclusion that claimant would have been able to successfully complete the PIP, and claimant therefore would most likely have been discharged if she attempted to complete it.

The fact that the employer would have recommended contract non-renewal for the following year if claimant did not successfully complete the PIP suggests that the PIP would have lasted, at most, until the end of the 2024-2025 school year, which presumably concluded in or around June 2025. Therefore, even if the potential discharge was not "imminent" in the sense that it was likely to occur within a matter of days, the record does not support the inference that claimant would have been allowed to continue working for the employer indefinitely while she attempted to meet their performance standards. As such, claimant's potential discharge was "imminent" in the sense that it was likely to occur within a relatively short period of time.

Additionally, the record shows that being discharged would likely have significantly impacted her prospects for finding teaching work with other school districts. The order under review suggested that because such a discharge would not result in the loss of claimant's teaching license, being discharged would not be the "kiss of death" for claimant's career. Order No. 25-UI-297906 at 3. However, being licensed to teach is not a guarantee that one will be *hired* to teach. Claimant's testimony that she would be required to disclose the discharge when applying to work for other districts, and that such disclosures would be used against her, suggests that the discharge would cause a significant impediment to reemployment. The fact that the union representative advised claimant to quit so that the PIP could not be enacted, rather than face the possibility of discharge, lends further support to this conclusion. Therefore, the preponderance of the evidence supports the conclusion that if claimant had continued working for the employer, she would have been discharged, and that the discharge would have made it considerably more difficult for claimant to find re-employment. Thus, the possibility of claimant being discharged was a grave situation. Further, no reasonable alternatives to quitting for this reason existed, as the only meaningful options available to claimant were to either quit or attempt, and likely fail, the PIP.

To the extent that claimant quit because of the impacts that work stress was having on her health, she also faced a grave situation. The record shows that claimant began suffering from hypertension, anxiety, and panic attacks as a result of her difficulties with the POA process, and that these conditions required her to take medication. Although claimant considered taking FMLA leave for these conditions, she did not do so because she was advised that she would still have to complete lesson plans for the period of time she would be out. Regardless of this fact, however, the record indicates that the stressful circumstances which led to the development of her medical conditions would have most likely been

present upon her return from any such leave. Therefore, taking FMLA leave would not have been a reasonable alternative to quitting. As such, claimant's medical conditions also constituted a situation of such gravity that she had no reasonable alternative but to quit.

For the above reasons, claimant quit work with good cause and is not disqualified from receiving benefits based on the work separation.

DECISION: Order No. 25-UI-297906 is set aside, as outlined above.

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

DATE of Service: September 16, 2025

NOTE: This decision reverses the ALJ's order denying claimant benefits. Please note that in most cases, payment of benefits owed will take about a week for the Department to complete.

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.

Please help us improve our service by completing an online customer service survey. To complete the survey, please go to https://www.surveygizmo.com/s3/5552642/EAB-Customer-Service-Survey. If you are unable to complete the survey online and wish to have a paper copy of the survey, please contact our office.

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 – 本判决会影响您的失业救济金。 如果您不明白本判决， 请立即联系就业上诉委员会。 如果您不同意此判决，您可以按照该判决结尾所写的说明，向俄勒冈州上诉法院提出司法复审申请。

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 ໄດ້ ໂດຍປະຕິບັດຕາມຄຳແນະນຳທີ່ບອກໄວ້ຢູ່ຕອນທ້າຍຂອງຄຳຕັດສິນນີ້.

Arabic

هذا القرار قد يؤثر على منحة البطالة الخاصة بك، إذا لم تفهم هذا القرار، إتصل بمجلس منازعات العمل فورا، 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 دستورالعمل موجود در پایان آن، از دادگاه تجدید نظر اورگان درخواست تجدید نظر کنید.

Employment Appeals Board - 875 Union Street NE | Salem, OR 97311
Phone: (503) 378-2077 | 1-800-734-6949 | Fax: (503) 378-2129 | TDD: 711
Email: *appealsboard@employ.oregon.gov*
Website: *www.Oregon.gov/employ/pages/employment-appeals-board.aspx*