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Minn. R. Civ. App. P. 136.01, subd. 1(c).*

**STATE OF MINNESOTA
IN COURT OF APPEALS
A25-1339**

Linda J. Brown,
Relator,

vs.

Ind School District #2311,
Respondent,

Department of Employment and Economic Development,
Respondent.

**Filed August 10, 2026
Reversed
Harris, Judge**

Department of Employment and Economic Development
File No. 5111188-5

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Considered and decided by Johnson, Presiding Judge; Harris, Judge; and Rasmusson, Judge.

NONPRECEDENTIAL OPINION

HARRIS, Judge

In this unemployment-benefits appeal, relator challenges the decision of the unemployment-law judge (ULJ) that she was ineligible for unemployment benefits because she quit her job and did not meet any statutory exception to make her eligible. Relator argues that she met one of the statutory exceptions to ineligibility based on a quit—the serious-illness exception. We reverse.

FACTS

The following summarizes the ULJ’s written factual findings along with the record evidence relevant to the issues on review.

Relator Linda J. Brown was employed by respondent Ind School District #2311 (the district) and worked at Clear Brook Elementary & Senior High (the school) from September 2016 to March 2024. Brown worked in various roles at the school but had most recently worked as a full-time art teacher.

In August 2021, Brown requested reasonable accommodations for the 2021-2022 school year and provided the district with documentation from her physician indicating that she was immuno-compromised.¹ The physician also stated that her “compromised immune system [was] further complicated due to her age.” To mitigate the risk of contracting COVID-19, Brown submitted three accommodations requests. First, Brown requested that

¹ The first reasonable accommodation request was made after the district had resumed operations for in-person schooling following the emergence of the COVID-19 pandemic and subsequent emergency shutdown that began in early 2020.

students in her classes wear masks; the district denied this request. Second, she asked that students in her class follow social-distancing protocols from herself and others; the district denied this request because of the class sizes. Brown also requested to work remotely, which the district denied as well. Finally, Brown requested a medical leave of absence until the end of the first semester, and the district granted her leave.

Throughout that semester, Brown attempted to negotiate with the district on accommodations, focusing on requiring that students in her class wear masks. Because the parties could not reach an agreement, Brown's leave of absence was extended into the following semester. Brown returned to full-time in-person work in March 2022. In May, Brown contracted COVID-19 and became very ill. Brown required hospitalization in early June and had a slow recovery. Brown was later diagnosed with long COVID syndrome and subsequently filed a workers' compensation claim.

Throughout the 2022-2023 school year, Brown worked six-hour days, five days per week. The district removed a class period from Brown's schedule, which allowed her to start the day during second hour at approximately 9:15 a.m., approximately 50 minutes after most teachers began their workday.

Brown struggled to work the six-hours-per-day, five-days-per-week schedule. She testified that, as a teacher, a six-hour day is never just six hours. As part of her submission to the ULJ, Brown explained that the nature of her work often required working hours beyond the scheduled hours contained in her contract with the district. She explained that grading papers, preparing the classroom, obtaining art supplies, and cleaning up the studio cannot be completed within the allotted class time.

The district reprimanded Brown in January 2023. During one of her classes, Brown brought 19 of her students to the school's main office, where she confronted the principal and expressed her dissatisfaction with current and future student enrollment numbers in her art classes. She complained that the anticipated student enrollment for her seventh period art class was too large. Brown also asked and encouraged her students to share their experiences in art class in front of the principal. The district found the encounter to be unprofessional, created an uncomfortable working environment, and that it was inappropriate to engage students as a means of communicating employment disagreements and concerns.

In July 2023, Brown requested an accommodation in the form of a reduced work schedule. She requested to work up to four hours per day, five days per week, with one of those hours serving as class-preparation time. Her request consisted of a letter from her physician stating:

She especially has fatigue secondary to long COVID syndrome and insomnia. These conditions have even worsened since my last letter. She is still able to perform essential functions of teaching but with restrictions as follows. She may work up to 4 hours 5 days a week. I will recommend that 1 of these hours be a preparation for class time hour. Her medical conditions may change during the school year so that we can relax these restrictions[,] but for now they should be active through the school year until further notice.

The superintendent responded that the restrictions as recommended by her physician were not reasonable and would not be accommodated. He explained that working four hours, five days per week resulted in a part-time schedule, with Brown working three “class” hours, even though the district needed a full-time art teacher. The superintendent

also stated that if the district granted her accommodations, it would need to locate and hire an additional part-time art teacher, which he believed would not be possible given his knowledge and experience in the labor market.

In August 2023, Brown responded to the superintendent's letter, and further inquired about her accommodations and supply budget for the upcoming school year. She indicated that she, along with another art teacher at the school, approached the principal earlier that year about a "job share" for the art classes. She also stated, "Since you have rejected my physician's recommendations, is it safe to assume that the less-restrictive accommodations from last year (a 6 hour day, class sizes limited to 20 students, etc.) will remain in place for 2023-24 or will you require yet another letter from my doctor?"

In response to Brown's inquiry, the superintendent stated that a job-share accommodation was not possible because the other art teacher had accepted a full-time position with the school for the upcoming year. He also indicated that the district believed Brown was capable of working eight-hour days, five days per week based on a recent independent medical examination, and that the district was not required to provide the accommodation. Still, the district approved Brown's request to work six-hour days, five days per week, just as she had worked the year prior. Brown was scheduled to teach five courses per day for the upcoming semester. At the end of the letter, the superintendent wrote, "Please confirm whether you plan to return to school this fall."

The district's human resources (HR) manager testified that Brown did not reply to the letter or confirm with the district whether she planned to return. Instead, "[s]he just showed up on the first day and began working those accommodations." Brown testified

that she communicated her intent to return to work “probably through telephone.” Brown clarified that she did not agree with the superintendent’s letter but returned to work because she “had no choice.”

In December 2023, Brown wrote a letter to the superintendent, again requesting a reduced work schedule or a “job share position” with the other art teacher for the following semester. Brown indicated that she was “highly qualified, certified and has already indicated her sincere interest in a job share position.” She also contested the independent medical examiner’s recommendation that she could work eight hours a day.

Brown testified that she had difficulty maintaining the six-hours-per-day, five-days-per-week schedule that semester. By this point, her workers’ compensation claim from 2022 still had not settled, and Brown struggled with ongoing medical bills that stemmed from her COVID-19 complications. Brown testified that after various discussions, she determined she had three options. First, she could take her workers’ compensation claim to trial. Her counsel indicated that it would take a long time to litigate and would be difficult to win because she would have to find an employment attorney and because there was little scientific research on long COVID syndrome. Second, she could negotiate a separation agreement with the district.² And third, she could continue working at the school with no guarantee that she could maintain the six-hours-per-day schedule.

² The record is unclear about who initially proposed the separation agreement. The HR manager testified that the separation agreement was “part of the workers’ comp[ensation] case.” She added, “And in amongst communications between [Brown’s] attorney and our attorneys, the conversation was struck up in regard to a potential separation agreement, which would then effectively end the workers’ comp[ensation] case.”

Brown testified that she loved her job, her students, peers, and colleagues. She noted that she did not want to leave. She felt “concerned, exhausted, anxious, stressed, [and] depressed.” Even with the six-hours-per-day schedule, her exhaustion caused “poor concentration, brain fog, irritability, and a decreased level of patience.” Even though she loved teaching, she knew that continuing to do so “was detrimental to [her] health and well-being.” Brown chose to resign. She testified, “It was with much soul-searching and a great deal of hesitation and sadness that I decided to have my attorney begin to negotiate a separation agreement.”

On December 12, 2023, the parties entered into a separation agreement.³ As part of that agreement, Brown requested \$65,000 in severance pay, agreed to withdraw or waive all claims against the district and voluntarily resign employment with the district. The parties settled the workers’ compensation claim and reached a separation agreement. Brown resigned on March 1, 2024.

In October 2024, Brown filed for unemployment benefits with the department of employment and economic development (DEED). She indicated that the reason for quitting was because the superintendent “was dishonest, unethical, difficult to work with and did things or refused to work fairly with me.” DEED determined that Brown was

³ Approximately one week after receiving the proposed separation agreement, the district received a letter from Brown’s physician, dated December 8, 2023, reiterating her need for accommodations because of her chronic health conditions. Because the district was actively engaged in negotiating a separation agreement with Brown, it did not communicate any further about her accommodation request.

ineligible for benefits “because of a personality conflict with a supervisor or co-worker.” Brown appealed DEED’s initial determination of ineligibility.

Following an evidentiary hearing in January 2025, a ULJ issued its findings of fact and decision, and concluded that Brown quit her employment because a “serious illness made it medically necessary to quit.” The district submitted a request for reconsideration, which the ULJ granted; it then set aside the initial decision and scheduled another hearing. At that hearing, Brown testified that “it seemed like” she had to quit in order to settle the workers’ compensation claim. She believed that “no matter what [she] did, [the district] was not going to accommodate [her].”

After the hearing, the ULJ issued its second findings of fact and decision, this time in favor of the district. The ULJ determined that “Brown quit in part because she did not like the way [the superintendent] treated her, and felt he put roadblocks up making it difficult for her to perform her job.” It also determined that it was not medically necessary for Brown to quit when she did because she had been working under the same restrictions since the beginning of the year.

Brown filed a request for reconsideration of the ULJ’s decision that she was ineligible for unemployment benefits. In support of her request, Brown submitted additional documentation responding to the ULJ’s decision. The ULJ denied reconsideration and affirmed the decision, concluding that it was “factually and legally correct.” The ULJ further determined that “[t]he new information [Brown] submitted would not change the outcome of the decision and would not show that information submitted at the [prior] hearing was false.” Brown appeals.

DECISION

Brown challenges the ULJ's determination that she is ineligible for unemployment benefits. When reviewing the ULJ's decision, we may affirm the decision, remand for further proceedings, or reverse or modify the decision if the relator's substantial rights were prejudiced because the decision, among other things, was affected by an error of law or unsupported by substantial evidence in the record. Minn. Stat. § 268.105, subd. 7(d) (2024).

Brown raises two arguments on appeal. She first contends that she qualifies for the serious-illness statutory exception because she had a “serious illness that made it medically necessary” for her to quit her employment. *See* Minn. Stat. § 268.095, subd. 1(7) (2024).⁴

I. The ULJ erred by determining that Brown was not eligible for unemployment benefits based on the serious-illness statutory exception.

Minnesota's unemployment insurance program is meant to assist those who become “unemployed through no fault of their own.” Minn. Stat. § 268.03, subd. 1 (2024). The statute is “remedial in nature and must be applied in favor of awarding unemployment benefits.” Minn. Stat. § 268.031, subd. 2 (2024). “[A]ny statutory provision that would preclude an applicant from receiving benefits must be narrowly construed.” *Id.*

“In unemployment benefits cases, we review the ULJ's findings of fact in the light most favorable to the decision and will not disturb those findings as long as there is

⁴ Alternatively, Brown argues that she qualifies for the good-reason exception because she quit for a good reason caused by her employer. *See* Minn. Stat. § 268.095, subd. 1(1) (2024). Because we conclude that Brown qualifies for unemployment benefits under the serious-illness exception, we need not address her alternative argument that she is eligible under the good-reason exception.

evidence in the record that reasonably tends to sustain them.” *Wilson v. Mortg. Res. Ctr., Inc.*, 888 N.W.2d 452, 460 (Minn. 2016) (quotations omitted). “We defer to the ULJ when reviewing credibility and conflicting evidence.” *Lamah v. Doherty Emp. Grp., Inc.*, 737 N.W.2d 595, 598 (Minn. App. 2007). We may reverse or modify the ULJ’s decision if it was unsupported by substantial evidence in view of the entire record or affected by an error of law, thereby prejudicing the applicant’s substantial rights. Minn. Stat. § 268.105, subd. 7(d)(4), (5) (2024). Whether the ULJ’s factual findings establish that the applicant meets a statutory exception to ineligibility for quitting employment is a question of law, which we review de novo. *Peppi v. Phyllis Wheatley Cmty. Ctr.*, 614 N.W.2d 750, 752 (Minn. App. 2000).

An applicant who quits employment is ineligible to receive unemployment benefits unless an exception applies. *Lamah*, 737 N.W.2d at 598. One of these exceptions is when the applicant quit because of a “serious illness or injury [that] made it medically necessary.” Minn. Stat. § 268.095, subd. 1(7). This exception “applies if the applicant informs the employer of the medical problem and requests accommodation and no reasonable accommodation is made available.” *Id.* Thus, to qualify for unemployment benefits under the serious-illness exception, Brown needed to show three elements: (1) that a serious illness or injury made it medically necessary for her to quit, (2) that she informed her employer of the illness or injury and requested accommodation, and (3) that no reasonable accommodation was made. *See id.*

The parties do not dispute that Brown had a serious illness. The remaining questions, then, are whether it was medically necessary for Brown to quit, whether Brown

informed her employer of the illness and requested an accommodation, and whether the district made a reasonable accommodation. We address each in turn.

A. The ULJ’s finding that it was not medically necessary for Brown to quit is unsupported by substantial evidence.

Brown argues that there is no substantial evidence in the record to support the ULJ’s finding that it was not medically necessary for Brown to quit. We agree.

The statute provides that an applicant who quits employment may still be eligible to receive unemployment benefits if “the applicant’s serious illness or injury made it medically necessary that the applicant quit.” Minn. Stat. § 268.095, subd. 1(7)(i). On review of a ULJ’s decision, we defer to the ULJ’s credibility determinations and uphold the ULJ’s findings of fact if supported by substantial evidence. Minn. Stat. § 268.105, subd. 7(d)(5); *Wilson*, 888 N.W.2d at 460. Substantial evidence is relevant evidence that “a reasonable mind might accept as adequate to support a conclusion, or more than a scintilla of evidence.” *Moore Assocs., LLC v. Comm’r of Econ. Sec.*, 545 N.W.2d 389, 392 (Minn. App. 1996).

The ULJ concluded that it was not medically necessary for Brown to quit “when she did” because she had been working under the same restrictions since the beginning of the year. That conclusion is not supported by the record. Brown testified she had serious trouble maintaining the current work schedule with her medical condition, including insomnia and concentration difficulties that made classroom management difficult, and that continuing to work without the requested accommodation was detrimental to her health and well-being. Brown’s physician opined that, based on Brown’s worsening medical

conditions, she was only capable of performing her essential job functions by working a limited schedule of four hours per day, five days per week. The ULJ made no credibility findings regarding Brown's testimony about her medical condition, nor did the ULJ make any credibility findings concerning the opinions or testimony of Brown's treating physician. Although this court generally defers to the ULJ's credibility determinations, no such findings were made here. The ULJ did not identify which testimony was credited or explain how the conflicting evidence was reconciled. As a result, it is difficult to discern the factual basis for the ULJ's conclusion and to determine whether that conclusion is supported by substantial evidence in the record. Furthermore, the record is uncontradicted that the district never implemented Brown's work restriction. The district's HR manager acknowledged the restriction of four hours per day, five days per week was not accommodated.

Consequently, we conclude that the ULJ's finding—that it was not medically necessary for Brown to quit—is unsupported by substantial evidence.

B. The ULJ's finding that Brown did not inform her employer that her medical condition was worsening is unsupported by substantial evidence.

The ULJ's finding that Brown failed to inform the district that her medical condition had worsened is not supported by substantial evidence in the record. The undisputed evidence shows that, over the course of more than two years, Brown repeatedly notified the district of her medical conditions, submitted updated physician documentation reflecting her changing limitations, and requested accommodations that corresponded to those limitations. In fact, she did so on at least three occasions. Brown first informed the

district of her medical condition in August 2021 when she provided a physician's letter documenting that she was immuno-compromised. The letter explained that, although Brown was vaccinated, further exposure could result in "serious long-term effects including death." Her physician thus recommended an accommodation that "greatly reduc[ed] or at best, eliminat[ed] her in person contact with students and staff." Because the district did not require students to wear masks, Brown requested that students enrolled in her classes wear masks in her classroom. Brown also requested that students in her class follow social-distancing protocols from herself and each other. She alternatively requested to work remotely. The district denied these requests.

Brown next informed the district of her medical condition in July 2023. She provided the district with a physician's letter, indicating that her conditions had worsened. Her physician stated that Brown was capable of performing her essential functions so long as her hours were limited to four hours per day, five days per week, with one of those hours serving as class preparation time. After the district denied this accommodation, Brown offered an alternative accommodation by "job sharing" with another art teacher at the school. But the district denied this as well because, by that point, the other teacher had already accepted a full-time position, even though Brown requested the job share three months earlier in May 2023.

Brown informed the district of her medical condition for a third time in December 2023. She provided another physician's letter, stating that she suffered "long COVID, chronic insomnia, colitis, and generalized osteoarthritis," as well as "depression and anxiety." Her physician reiterated that these conditions had worsened but that Brown could

manage her responsibilities if her workday were limited to four hours of class time and one hour of class preparation time.

To persuade us otherwise, DEED argues that Brown did not inform the district “that her condition had *changed*, and that she required a *new accommodation*.” It claims that “the [district] was under the reasonable presumption that it had satisfactorily accommodated Brown’s medical condition.” We are not persuaded.

First, the statute does not require Brown to inform her employer that her medical condition has *changed* or to request a *new* accommodation. All that was required of her was to inform the district of her medical condition and request an accommodation. And she did so here. Second, based on the three letters sent by Brown’s physician, coupled with Brown’s own correspondence to the superintendent, the district knew, or should have known, that Brown could not maintain the six-hours-per-day schedule. The fact that she continued working under the district’s accommodation is not dispositive.

On this record, substantial evidence does not support the ULJ’s finding that Brown failed to inform the district that her medical condition had worsened or that she required additional accommodations. The undisputed evidence establishes that Brown (1) informed her employer of her medical illness and its evolving limitations through updated physician letters and her own communications with the district, and (2) requested accommodations in the form of reduced working hours or, alternatively, a job-share arrangement.

C. The ULJ’s reasonable accommodation findings are unsupported by substantial evidence.

Turning to the third requirement, Brown needed to show that the district made no reasonable accommodation. *See* Minn. Stat. § 268.095, subd. 1(7). What constitutes a reasonable accommodation is a question of statutory interpretation that we review de novo. *Wilson*, 888 N.W.2d at 458. “The goal of all statutory interpretation is to ascertain and effectuate the intent of the legislature.” *State by Smart Growth Minneapolis v. City of Minneapolis*, 954 N.W.2d 584, 590 (Minn. 2021) (quotation omitted). “The first step of statutory interpretation is to determine whether the statute’s language, on its face, is ambiguous.” *Aldean v. City of Woodbury*, 2 N.W.3d 918, 921-22 (Minn. App. 2024) (quotation omitted).

“Reasonable accommodation” is not defined in the statute. *See* Minn. Stat. § 268.095 (2024). When words and phrases are not defined by statute, “we may look to dictionary definitions to determine a term’s plain and ordinary meaning.” *State v. Powers*, 962 N.W.2d 853, 858 (Minn. 2021) (quotation omitted). “[R]easonable accommodation” may be defined as “[a]n adaptation, adjustment, or allowance made for a disabled person’s needs or an employee’s religious beliefs or practices without imposing an undue hardship on the party taking the action.” *Black’s Law Dictionary* 20 (12th ed. 2024). An “accommodation” is defined as “[t]he act of accommodating or the state of being accommodated; adjustment. . . . Something that meets a need; a convenience.” *The American Heritage Dictionary of the English Language* 11 (5th ed. 2018).

These definitions suggest that a reasonable accommodation must, at the very least, effectively address the individual's needs. This reading is consistent with how "reasonable accommodation" is defined in the Minnesota Human Rights Act (MHRA). *See* Minn. Stat. § 363A.08, subd. 6 (2024); *Gonzalez Diaz v. Three Rivers Cmty. Action, Inc.*, 917 N.W.2d 813, 818 (Minn. App. 2018) (stating that "addressing accommodation requests in other areas of law is also instructive" when addressing accommodation requirements in the unemployment benefits context).

Under the MHRA, "[r]easonable accommodation' means steps which must be taken to accommodate the known physical or mental limitations of a qualified individual with a disability." Minn. Stat. § 363A.08, subd. 6(a). A reasonable accommodation may include, but is not limited to, "making facilities readily accessible to and usable by individuals with disabilities," restructuring jobs, modifying work scheduling, or reassigning an employee to a vacant position. *Id.* The employer is generally required to provide reasonable accommodations to qualified employees unless doing so would impose an undue hardship.⁵ *Id.*

With these principles in mind, we address whether the district made a reasonable accommodation available. Brown argues that the district did not make a reasonable accommodation available because it refused to provide a more workable schedule, despite

⁵ In determining whether an accommodation would impose an undue hardship, we consider the nature and cost of the accommodation, the feasibility of financing the accommodation, the size of the business and the number of employees, the type of operation of the business, and whether good faith efforts were made to explore less-restrictive or expensive means. *Id.*, subd. 6(b).

her physician's repeated recommendation that she work fewer hours. As a result, her only option was to resign or continue working to the detriment of her health and well-being.

DEED contends that the district made reasonable accommodations "by providing work within Brown's restrictions." This characterization of the facts is not supported by the record. The restrictions, based on her physician's letter, were that she "may work up to 4 hours 5 days a week." But the district required her to work six hours per day, five days per week. The physician wrote to the district again in December 2023, stating that her chronic issues had worsened and recommended that her workday be limited to a four-hour schedule. He added, "I do feel that she can manage her teaching responsibilities *if these restrictions are met.*"

DEED also argues that the ULJ properly determined that it was not medically necessary for Brown to quit when she did because *she* initiated the separation agreement and because she did not provide the district with adequate time to respond to her accommodation request. We are not convinced.

Regardless of who initiated the settlement negotiations, Brown could have, at any time, walked away from negotiations or rejected the terms of the agreement and continued with her employment. In fact, the district's HR manager testified that, had Brown not resigned, "[s]he would have continued employment with the District indefinitely." The HR manager added that Brown was a tenured teacher, and there were no disciplinary proceedings in place at the time. Importantly, Brown continued working through the following semester until she resigned in March 2024. Thus, the district had sufficient time to consider and respond to Brown's renewed accommodation request.

To convince us otherwise, DEED argues that, by returning to work for the 2023-2024 school year, Brown impliedly demonstrated that she accepted the accommodation offered by the district. The record evidence undermines this assertion. At the hearing, the ULJ asked Brown, “Would you say that by returning to school for the fall that you were accepting the accommodation that the school was offering?” Brown replied, “No. . . . I spoke to [the superintendent] and told him that I was not accepting their . . . accommodations as they were, but I mean, I was going to work, though I did not agree with it.” However, Brown returned to work only because she felt “[she] had no choice.” This exchange directly contradicts the ULJ’s finding that she accepted the accommodations by returning to work. Thus, the ULJ’s finding is not supported by substantial evidence.

In sum, the ULJ’s conclusion that Brown is ineligible to receive unemployment benefits under the serious-illness exception is unsupported by substantial evidence in the record. Brown informed the district of her serious illness, requested accommodations on numerous occasions with supporting documentation from her physician, and offered a less-restrictive accommodation by finding another art teacher with whom she could share classes. And despite informing the district that she continued to struggle under the six-hours-per-day accommodation, the district made no other reasonable accommodation available. Brown, therefore, falls within the serious-illness exception and is entitled to unemployment benefits.

Reversed.