

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**JOAN K ELLIS**  
Claimant

**APPEAL NO. 11A-UI-13050-NT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**BEACON OF LIFE**  
Employer

**OC: 09/04/11**  
**Claimant: Respondent (1R)**

Section 96.5-1 – Leaving Employment Attributable to Employer

**STATEMENT OF THE CASE:**

Beacon of Life filed a timely appeal from a representative's decision dated September 26, 2011, reference 01, which held claimant eligible to receive unemployment insurance benefits finding that the claimant was employed for a specific period of time and worked until the completion of the contract. After due notice, a telephone hearing was held on October 26, 2011. The claimant participated personally. The employer participated by Ms. Kimberly Bartosh, Attorney at Law and witness Ms. Brooke Benzhoter, President Board of Directors.

**ISSUE:**

At issue is whether the claimant left employment with good cause attributable to the employer.

**FINDINGS OF FACT:**

Having considered the evidence in the record, the administrative law judge finds: Joan Ellis was employed by Beacon of Life from July 1, 2010 until July 29, 2011 when the agreed periods of employment came to an end. Ms. Ellis held the position of full-time executive director and was paid by salary. Her immediate supervisor was the organization's board of directors.

Ms. Ellis was hired for a one-year period to work as the organization's executive director. By the terms of the agreement (See Exhibit A) the one-year term of employment came to an end effective June 30, 2011. Prior to the expiration of the initial one-year contract of employment Ms. Ellis was personally requested to remain in her position for an additional one-month period by Ms. Benzhoter, the president of the organization's board of directors. Ms. Ellis agreed and worked until the agreed-upon date, July 29, 2011 when no further work was available to her in the position of executive director as the agreed upon and contracted period of employment had come to an end.

During the period that the organization's board of directors was attempting to find a replacement for the permanent position of executive director, Ms. Benzhoter informed the claimant of a position as a fund raiser that might be available to Ms. Ellis. The claimant understood the position to be one that offered a minimal base salary with additional compensation based upon a commission percentage of funds raised in the fund raiser position. No further details were

provided by the employer and Ms. Ellis did not make further inquiry about the possibility of staying on in the capacity of fund raiser.

It is the employer's position that Ms. Ellis, in effect, quit her employment with Beacon of Life because she was unwilling to accept another position that was available to her at the time that her regular position of executive director ended by the terms of the agreement between the parties.

### **REASONING AND CONCLUSIONS OF LAW:**

The question before the administrative law judge is whether the claimant left employment with good cause attributable to the employer. She did.

Iowa Code section 96.5-1 provides:

An individual shall be disqualified for benefits:

1. Voluntary quitting. If the individual has left work voluntarily without good cause attributable to the individual's employer, if so found by the department.

871 IAC 24.26(22) provides:

Voluntary quit with good cause attributable to the employer and separations not considered to be voluntary quits. The following are reasons for a claimant leaving employment with good cause attributable to the employer:

(22) The claimant was hired for a specific period of time and completed the contract of hire by working until this specific period of time had lapsed. However, this subrule shall not apply to substitute school employees who are subject to the provisions of Iowa Code section 96.4(5) which denies benefits that are based on service in an educational institution when the individual declines or refuses to accept a new contract or reasonable assurance of continued employment status. Under this circumstance, the substitute school employees shall be considered to have voluntarily quit employment.

In this matter the evidence establishes that Ms. Ellis was initially hired for a one-year period as executive director for Beacon of Life. The evidence is undisputed that the period of employment came to an end by its own terms on June 30, 2011. The evidence further establishes that by verbal agreement the parties agreed that Ms. Ellis would continue in her position of executive director for a one-month period following June 30, 2011 and that the employment came to an end by its own terms on July 29, 2011 when Ms. Ellis fulfilled the additional agreement to remain employed for a one-month period. The claimant's separation at that time was attributable to the employer as the job position that the claimant had been hired for came to end.

While the administrative law judge is cognizant that it is the employer's position that Ms. Ellis in effect, quit her job by not accepting another job position, the administrative law judge does not agree. The evidence in the record establishes that the claimant had been hired as the executive director and fulfilled the contract of employment and that no further work was available to the claimant as the executive director as of July 29, 2011. The claimant could have not have quit her job, an additional job position that she had not accepted.

The issue of whether the claimant refused an offer of suitable work, however, is remanded to the UIS Division for investigation and the issuance of an appealable determination.

**DECISION:**

The representative's decision dated September 26, 2011, reference 01, is affirmed. The claimant was separated under nondisqualifying conditions as she had completed the specific period of time that she had been hired for and completed the contract of hire. Unemployment insurance benefits are allowed, providing the claimant is eligible. The issue of whether the claimant had refused an offer of suitable work is remanded to the UIS Division for investigation and the issuance of an appealable determination on that issue.

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Terence P. Nice  
Administrative Law Judge

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Decision Dated and Mailed

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