

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**JOSHUA A GORMAN**  
Claimant

**APPEAL NO. 10A-UI-04906-AT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**SOUTHEAST WEBSTER–GRAND  
COMMUNITY SCHOOL DISTRICT**  
Employer

**OC: 02/21/10**  
**Claimant: Respondent (5)**

Section 96.5-3-a – Refusal of Suitable Work  
Section 96.5-1 – Voluntary Quit  
871 IAC 24.24(8) – Refusal Jurisdiction

**STATEMENT OF THE CASE:**

Southeast Webster-Grand Community School District filed a timely appeal from an unemployment insurance decision dated March 25, 2010, reference 01, that allowed benefits to Joshua A. Gorman upon a finding that he had not refused suitable work. After due notice was issued, a telephone hearing was held May 13, 2010 with Mr. Gorman participating and being represented by Laura Humes, Attorney at Law. Rick Engel, Attorney at Law, appeared on behalf of the employer. Superintendent of Schools, Mike Jorgensen, testified. Employer Exhibits One through Four and Claimant Exhibits One through Five were admitted into evidence. The administrative law judge takes official notice of agency benefit payment records.

**ISSUES:**

Did the claimant leave work with good cause attributable to the employer?  
Did the claimant refuse a suitable offer of work?

**FINDINGS OF FACT:**

Having heard the testimony of the witnesses and having examined all of the evidence in the record, the administrative law judge finds: In the 2008/2009 school year, Joshua A. Gorman was employed by the Southeast Webster-Grand Community School District as the band instructor for Grades 9 through 12. Early in the school year, he was seriously injured in an automobile accident while on duty. During his recuperation, the school district hired a long-term substitute. Also during the school year, the district learned that the vocal music instructor would not be returning for the 2009/2010 school year.

Superintendent Mike Jorgensen discussed with Mr. Gorman whether he wished to assume the vocal music duties for the 2009/2010 school year while the substitute would remain as the permanent band director. Mr. Gorman declined. His academic background is entirely in instrumental music. Aside from one year in a high school chorus and a one-hour credit course in vocal methods for instrumental majors, Mr. Gorman had no vocal music background. He

declined Mr. Jorgensen's invitation that he resign his position during the school year. Mr. Jorgensen eventually returned and finished out the school year according to his contract.

The contract offered to Mr. Gorman in May of 2009 was for team teaching of both vocal and instrumental music, sharing the responsibilities with the substitute who by then was a permanent member of the staff. Negotiations continued into the summer, but Mr. Gorman declined the new contract because of the significant change in duties and because of his lack of experience in teaching vocal music.

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

The representative's decision leading to this appeal ruled in the claimant's favor after concluding that the offer of work as both a vocal and instrumental music teacher was unsuitable based upon Mr. Gorman's education and experience. The employer suggested that the case should be analyzed as a voluntary quit. The claimant and his attorney waived additional notice of this issue. The administrative law judge will evaluate the evidence in light of both sections of the law.

Iowa Code section 96.5-3-a disqualifies an individual for unemployment insurance benefits if the individual has refused a suitable offer of work. According to 871 IAC 24.24(8), both the offer and the refusal of work must occur during a claimant's benefit year, that is, after the claimant has requested unemployment insurance benefits. Mr. Gorman filed his present claim for benefits effective February 21, 2010, well after the events of the spring and summer of 2009. A review of agency benefit payment records establishes that Mr. Gorman had not filed an earlier claim for unemployment insurance benefits. Therefore, according to the rule, an offer and refusal of work in 2009 is a non-event for unemployment insurance purposes. No disqualification may be imposed based on Iowa Code section 96.5-3-a.

The employer called the administrative law judge's attention to Iowa Code section 279.13(2), a section dealing with employment contracts of teachers. The statute reads in pertinent part:

The contract shall remain in force and effect for the period stated in the contract and shall be automatically continued for equivalent periods except as modified or terminated by mutual agreement of the Board of Directors and the teacher or as terminated in accordance with the provisions specified in this chapter. (Emphasis supplied).

The administrative law judge finds no evidence whatsoever of a mutual extension of the contract as modified in the employer's proposal. The evidence establishes that Mr. Gorman worked through the end of his contract for the 2008/2009 school year. When an individual is hired for a specific period of time and completes the agreement by working until the specific period of time has elapsed, the separation is not considered to be a disqualifying quit. See 871 IAC 24.26(22). Furthermore, resignation because of a substantial change in the conditions of employment is considered to be a quit with good cause attributable to the employer. See 871 IAC 24.26(1). Looking at this from the perspective of Iowa Code section 96.5-1, both rules cited above worked to the claimant's favor. The administrative law judge concludes that the employment ended with the expiration of the contract for the 2008/2009 school year. Even if the employment relationship survived the end of that school year, the changes proposed by the employer gave the claimant good cause to resign.

**DECISION:**

The unemployment insurance decision dated March 25, 2010, reference 01, is modified with no effect in the payment of benefits. The claimant left employment due to the end of his employment contract. He is entitled to receive unemployment insurance benefits, provided he is otherwise eligible.

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Dan Anderson  
Administrative Law Judge

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Decision Dated and Mailed

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