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IN THE COURT OF APPEALS OF IOWA

JAY C. POWELL and JO A. POWELL,

Petitioners-Appellants,

vs.

IOWA DEPARTMENT OF JOB SERVICE,

Respondent-Appellee.

Filed October 21, 1980

0-220
2-64361

Appeal from Cerro Gordo District Court - Ray E. Clough, Judge.

Petitioners appeal from trial court judgment affirming respondent agency's decision finding petitioners were disqualified from receiving unemployment benefits. - AFFIRMED.

Dennis Groenenboom, Legal Services Corporation of Iowa, Mason City, for petitioners-appellants.

Walter F. Maley & Blair H. Dewey, Iowa Department of Job Service, Des Moines, for respondent-appellee.

Submitted to Oxberger, C.J., and Donielson, Snell, Carter and Johnson, JJ.

PER CURIAM

The petitioners, Jay and Jo Powell, appeal from the trial court's judgment affirming the respondent agency's decision finding the Powells were disqualified from receiving unemployment benefits. We affirm.

The Powells entered into a contract with Cerro Gordo county on July 14, 1976, to serve as houseparents at the county juvenile home from November 1, 1976, to November 1, 1978. At the time of the agreement Jo Powell was pregnant; and she gave birth to the child in August, 1976, prior to the employment period. The Powells had experience as houseparents prior to this employment. The terms of the agreement required the Powells to be in residence at the juvenile home to provide 24 hours per day service to and supervision of the juvenile clients except for periodic weekend relief and vacation time. The Powells voluntarily left the employ effective August 31, 1978, two months before the expiration of the agreement. They applied for unemployment compensation benefits claiming detrimental effects of the environment on their two-year-old daughter and upon their marriage. This claim was denied by the claims deputy and the denial was affirmed by the hearing officer. A petition for rehearing was denied and the Powells sought judicial review pursuant to chapter 17A. The district court affirmed the denial finding while the Powell's concern for their child constituted good personal cause, there was no harm to the employees themselves that would constitute "good cause attributable to [the] employer." § 96.5. We review the record as a whole to determine if the challenged finding has sufficient support. Ellis v. Iowa Department of Job Service, 285 N.W.2d 153, 156 (Iowa 1979).

Generally it is presumed that a claimant who leaves employment voluntarily due to family responsibilities or serious family needs quits without good cause attributable to the employer. 370 I.A.C. § 4.25(23). The Powells assert the live-in requirement of their employment permits the consideration of the welfare of their child as a basis of good cause. We agree that effects on family members should be included in an analysis of this type of an employment situation. However, we do not find the facts and circumstances in this case support entitlement to benefits. The authorities urged by the Powells differ from the instant case on two substantial points: 1) the detrimental conditions were unforeseen and arose during the employment, 2) the detrimental results

were actual injuries or infirmities not speculative dangers. Ellis v. Iowa Department of Job Service, 285 N.W.2d 153, 157; McComber v. Iowa Employment Security Commission, 254 Iowa 967, 119 N.W.2d 792 (1963).

In this case, the Powells were aware of conditions in a juvenile home environment. The Powells and the employee knew of the unborn child when they contracted. Only one isolated incident was presented which posed a possible danger to the child. The Powells received counselling advice their daughter might be affected by the environment during the formative years of her life. No actual effects were offered in evidence. The agency's denial on the basis of harm to the child was appropriate.

As to specific grounds, the Powells allege the employers willfully and substantially breached the terms of the employment agreement. See 370 I.A.C. § 4.26(1). They assert the agreement provided; 1) Powells would be allowed to screen juveniles for their supervision, 2) juveniles would be at work or school full time, and 3) facility would not be used as an emergency care shelter. Although these terms do not appear in the written agreement, there is evidence that the employer accommodated the Powells in these matters whenever possible. At a facility such as this it was not possible to totally avoid contrary situations, but such occurrences were infrequent. We find insufficient evidence to support the Powell's claim and affirm the denial on this basis.

The Powell's claim of unsafe, intolerable and detrimental conditions also fails for the lack of sufficient evidence. See 370 I.A.C. § 4.26(2) and (4). The Powell's knowledge and experience in house-parenting supports the agency's finding that the conditions at the home were anticipated by them. There is not sufficient evidence of ongoing extreme or unusual conditions that would be contrary to their expectations, agreement or situation. We affirm the agency and district court decision.

AFFIRMED.