

From: Coleman, Ava <acoleman@abbott.org>

Sent: Tuesday, August 16, 2022, 5:03 PM

To: HR reporting <hr_reporting@abbott.org>

Subject: Complaint report

Attachment: re: Mr. Johnson

I received a formal complaint from one of my direct reports. I have attached her message here. I was not at the meeting she refers to and did not see any of Mr. Johnson's behavior.

Please let me know what additional information you need.

Ava Coleman, she/her

Principal, Abbott Elementary

555-555-5555

acoleman@abbott.org

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From: Coleman, Ava <acoleman@abbott.org>;
Sent: Tuesday, August 16, 2022 4:30 PM
To: Teagues, Janine <jteagues@abbott.org>
Cc:
Subject: RE: Mr. Johnson

OK, I will send the complaint to HR.

Ava Coleman, she/her
Principal, Abbott Elementary
555-555-5555
acoleman@abbott.org
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From: Teagues, Janine <jteagues@abbott.org>;
Sent: Tuesday, August 16, 2022 4:05 PM
To: Coleman, Ava <acoleman@abbott.org>;
Cc:
Subject: RE: Mr. Johnson

This has gone on too long and under the District policy #1329 he is entitled to a harassment free workplace. I am making a formal complaint. Barbara, Gregory, and Melissa were all there and can provide even more examples of his behavior I'm sure.

Janine

From: Coleman, Ava <acoleman@abbott.org>;
Sent: Tuesday, August 16, 2022 3:55 PM
To: Teagues, Janine <jteagues@abbott.org>
Cc:
Subject: RE: Mr. Johnson

Janine really?? You KNOW I'm busy this week

Ava Coleman, she/her
Principal, Abbott Elementary
555-555-5555
acoleman@abbott.org
[LIKE me on TikTok!](#)

From: Teagues, Janine <jteagues@abbott.org>

Sent: Tuesday, August 16, 2022 3:49 PM

To: Coleman, Ava <acoleman@abbott.org>

Cc:

Subject: Mr. Johnson

Hi Ava,

During the all-staff meeting this morning Mr. Johnson made some remarks about Jacob's personal life that I thought were totally out of line. I know you weren't there – he said "No one would ever love your squirrely face as long as you keep talking like that" and when Jacob reminded him we've all met Zach Mr. Johnson just said we were all hallucinating from fumes from the storage closet that day (did he fix that??) and that "you're gonna die single." He keeps on commenting about Jacob's love life and it makes us all very uncomfortable! I know this is impacting Jacob's work and he's starting to be afraid to say anything in these meetings. I'd like to make a formal complaint about Mr. Johnson's harassing behavior.

Thanks,
Janine

Janine Teagues
2nd Grade Teacher
Abbott Elementary
Work: 555-555-5555
Home cell: 555-555-5552
jteagues@abbott.org

**Independent School District 555
Professional Services Master Contract**

This contract is between Independent School District 555 ("District") and Jane Marple, a Sole Proprietor, Address: 123 Hampshire Ln, St. Mary, MN 56093 ("Contractor").

Recitals

1. Under Minnesota Statutes §123B.02, the District is authorized to engage such assistance as deemed necessary.
2. The District performs personnel investigations into potential violations of District policy, and
3. Contractor represents that it is duly qualified and agrees to perform all services described in this contract to the satisfaction of the District.

Contract

1. Term of Contract; Survival of Terms; Incorporation of Exhibits:

- 1.1. **Effective Date:** This contract will be effective on the date that all required signatures are obtained by the District.
- 1.2. **Expiration Date:** This contract will expire on October 1, 2022, or the date that all obligations have been fulfilled and all deliverables have been approved by State, which ever occurs first.
- 1.3. **Survival of Terms:** The following clauses survive the expiration or cancellation of this master contract and all work order contracts: 8. Indemnification; 9. State Audits; 10. Government Data Practices and Intellectual Property; 13. Publicity and Endorsement; 14. Governing Law, Jurisdiction, and Venue; and 18. Data Disclosure.

2. Scope of Work

- 2.1. Contractor, who is not a District employee, will: perform personnel investigations at the request of District, interview relevant employees and persons regarding actions taken in violation of District policies #1000 - #1130, and provide District with detailed investigation results in written format.

3. Time

- 3.1. Contractor must comply with all time requirements described in each work order contract. In the performance of any work order contract, time is of the essence.

4. Consideration and Payment

- 4.1. District will pay for all services satisfactorily performed by Contractor for all work order contracts issued under this master contract. The total compensation of all work order contracts may not exceed \$10,000.
- 4.2. State will promptly pay Contractor after Contractor presents an itemized invoice for the services actually performed and the District's Authorized Representative accepts the invoiced services.
- 4.3. No more than 90 percent of the amount due under any work order contract may be paid until the final product of the work order contract has been reviewed by the District's Authorized Representative. The balance due will be paid when the Representative determines that Contractor has satisfactorily fulfilled all the terms of this contract.

5. Terms of Payment

- 5.1. All services provided by Contractor under a work order contract must be performed to the District's satisfaction, as determined at the sole discretion of the District's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Contractor will not receive payment for work found by the District to be unsatisfactory or performed in violation of federal, state, or local law.

6. Designation of Authorized Representatives and Project Managers

6.1. The District's Authorized Representative will be:

Name/Title: Ann Owen, Human Resources Director
 Address: 123 Parkway Drive, Pigs Eye, MN 55555
 Telephone: 651-555-5555
 E-Mail: ann.owen@ids555.org

6.2. Contractor's Authorized Representative will be:

Name/Title: Jane Marple
 Address: 123 Hampshire Ln, St. Mary, MN 56093
 Telephone: 651-123-4567
 E-Mail: dogmom@marple.net

If Contractor's Authorized Representative changes at any time during this master contract, Contractor must immediately notify the District's Authorized Representative.

7. Assignment, Amendments, Waiver, Contract Complete, Electronic Records and Signatures

- 7.1. **Assignment.** Contractor may neither assign nor transfer any rights or obligations under this master contract or any work order contract without the prior consent of the District and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this master contract, or their successors in office.
- 7.2. **Amendments.** Any Amendment to this master contract or any work order contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office. No amendment or extension of this master contract will automatically apply to any work order contract previously entered into between the parties in which this master contract, or a portion thereof, has been incorporated by reference.
- 7.3. **Waiver.** If the District fails to enforce any provision of this master contract or any work order contract, that failure does not waive the provision or its right to enforce it.
- 7.4. **Contract Complete.** This master contract and any work order contract contain all prior negotiations and agreements between the District and Contractor. No other understanding regarding this master contract or work order contract, whether written or oral, may be used to bind either party.
- 7.5. **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.

8. Indemnification

- 8.1. In the performance of this master contract and any work order contract, by Contractor, or Contractor's agents or employees, and to the extent permitted by law, Contractor must indemnify, save, and hold the District, its agents, and employees harmless from any and all claims or causes of action, including reasonable attorney's fees incurred by the District, to the extent caused by Contractor's: 1) intentional, willful, or negligent acts or omissions; 2) breach of contract or warranty; or 3) breach of the applicable standard of care. The indemnification obligations of this section do not apply if the claim or cause of action is the result of the District's sole negligence. This clause will not be construed to bar any legal remedies Contractor may have for the District's failure to fulfill its obligation under this master contract or any work order contract.

9. Government Data Practices and Intellectual Property

- 9.1. **Government Data Practices.** Contractor and the District must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the District under any work order contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Contractor under the work order contract. The civil remedies of

Minnesota Statute §13.08 apply to the release of the data referred to in this clause by either Contractor or the District. If Contractor receives a request to release the data referred to in this Clause, Contractor must immediately notify the District. The District will give Contractor instructions concerning the release of the data to the requesting party before the data is released.

10. Governing Law, Jurisdiction and Venue

- 10.1. Minnesota law, without regard to its choice-of-law provisions, governs this master contract and all work order contracts. Venue for all legal proceedings arising out of this master contract and/or any work order contracts, or their breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11. Minnesota Statute §181.59

- 11.1. Contractor must comply with the provisions of Minnesota Statute §181.59 which requires: Every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier, or vendor, will, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any Contract on account of race, creed, or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by State, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this master contract.

12. Data Disclosure

- 12.1. Under Minnesota Statutes §270C.65, Subdivision 3, and other applicable law, Contractor consents to disclosure of its social security number, federal employer tax identification number and/or Minnesota tax identification number to federal and state tax agencies and District personnel involved in the payment of District obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring Contractor to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.

THE BALANCE OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

CONTRACTOR

Contractor certifies that the appropriate person(s) have executed the agreement on behalf of Contractor as required by applicable articles, bylaws or resolutions.

Signed: Jane Marple

Date: 8/30/2022

District 555 Superintendent

Signed: *Denzel Collins*

Date: 8/29/2022

To-Do

Thursday, September 1, 2022 1:20 PM

Records Needed from Ann

- ☒ Initial complaint
- ☒ Policy #1329

Witnesses to interview

- ☒ Melissa Schemmenti
- ☒ Barbara Howard
- ☒ Janine Teagues (complainant)
- ☒ Jacob Hill (reschedule to 9/12 - out sick 9/9)
- ☒ James Johnson

respectful workplace policy

Thursday, September 1, 2022 1:55 PM



respectful workplace policy

Respectful workplace policy #1329

Employees and third parties are expected to:

- Conduct themselves in a manner that demonstrates professionalism and respect for others in the workplace and public service environment;
- Use informal means to address issues with the individual(s) involved whenever possible;
- Participate fully and in good faith in any informal resolution process or formal complaint and investigative process for which they may have relevant information; and
- Report incidents that may violate this policy in accordance with processes identified by the agency.



Interview w/Melissa Schemmenti

Friday, September 9, 2022 4:00 PM

- Present at staff meeting on 8/16. Remembers Jacob was there because he brought the doughnuts
- Does not remember Mr. Johnson's comments about Jacob's love life that day but "sounds like something he would say"
- Mr. Johnson jokes about her dates all the time as well, she doesn't let it bother her
- Johnson confirmed to joke often, once pretended to have food poisoning from a fish casserole she brought for a potluck for weeks, but turned out he was just on vacation
- Remembers Mr. Johnson teased Jacob on Valentine's Day and that Janine's class cheered him up by making valentines for him
- Noticed Jacob's classroom is often in need of repair. Remembers he went without working lightbulbs for at least a week last spring
- Confirmed Mr. Johnson does not acknowledge Zach when he visits. Says he "acts like Zach is a ghost."

Interview w/Barbara Howard 9/9/2022

Friday, September 9, 2022 3:30 PM

- Was present at staff meeting on Aug. 16, confirms Mr. Johnson's comments about Mr. Hill as written in initial complaint
- Recalled Johnson created a dating profile for Mr. Hill on Valentine's Day, 2022 using poster board. Left the profile up in his office for just one day, until probably Janine threw it in the trash.
- Dating profile was "inappropriate, although I was impressed with the neatness of his cutting and gluing skills," and that it included many remarks on Mr. Hill's personality that were "disrespectful and poorly spelled."
- Has not noticed Jacob avoiding Johnson for janitorial services. States she performs most maintenance work on her own classroom herself while ensuring her kindergarten students all read at a first-grade level
- Confirms Johnson ignores Zach when he visits or volunteers, but that she's not sure if this is intentional on Johnson's part or if he struggles with his eyesight again and needs new glasses

Interview w/Janine Teagues (Complainant)

Friday, September 9, 2022 4:00 PM

- Submitted complaint after Mr. Johnson's comments at staff meeting 8/16/22
- Says comments are frequent, this was just the final straw
- "No one would ever love your squirrely face as long as you keep talking like that"
- She said to Mr. Johnson that his comments were out of line and incorrect anyway, they all knew and liked Zach (Mr. Hill's partner)
- Johnson replied "he's not real, the paint thinner is playing with your mind"
- Mr. Johnson often calls Mr. Hill "lonely boy"
- Admits Mr. Johnson also comments on her personal life, such as her ex-boyfriend's poetry skills, even though Tariq is really talented
- Last Valentine's Day made a fake dating profile on poster board. Posted board in Johnson's office, right next to cabinet where staff get supplies (photograph of board provided/attached)
- She noticed Mr. Hill was upset by the board and suggested her class make valentines for the teachers to cheer him up
- Mr. Hill avoids requesting janitorial services so that he is not verbally harassed by Johnson. Takes out his own trash every day, and tried to fix his own windows and light switches when they broke last year

Interview w/Jacob Hill

Monday, September 12, 2022 3:23 PM

- Confirmed Mr. Johnson's comments 8/16/22
- Confirmed Mr. Johnson often calls him "lonely boy" and pretends that Zach is not real
- Didn't submit complaint(s) because he doesn't want to make a big deal out of it
- Respects Mr. Johnson's skills and knowledge, says he doesn't want to bother Mr. Johnson with small requests for his classroom
- Confirmed his classroom went without lights for a week in April
- Confirmed poster board dating profile from Valentine's Day, admits he trashed the board "in an unprofessional fit of rage" after last bell

Interview /James Johnson

Monday, September 12, 2022 4:02 PM

- Confirmed he “said something like that” at Aug. 16 meeting
- Jokes all the time; Jacob is the only one w/no sense of humor
- Not his fault if employees do not seek out janitorial services from him, he’s around
- Does not know if Jacob takes out his own trash, can’t remember if he checks Jacob’s classroom on his route but probably does
- Asked if he knew of any teachers not requesting services, says how would he know
- Confirms he fixed Mr. Hill’s light switch and light bulb issues in April, but “as far as he knows the probable started that day,” doesn’t recall who asked him to fix it
- Says he may have made poster board “as a joke,” but it wasn’t even around long, Mr. Hill may not have even seen it

To: Ann Owen, Human Resources Director, Independent School District 555
From: Jane Marple, esq.
Re: James Johnson, Janitor, Abbott Elementary
October 3, 2022

This is the final investigative report of J. Johnson regarding Mr. Johnson's alleged violation of District policy #1329. Mr. Johnson is an employee of Independent School District 555, Pigs Eye, MN.

The investigation was initiated on August 30, 2022, and concluded on September 30, 2022.

Complaint

A complaint was submitted to principal Ava Coleman on August 16, 2022, stating that comments by Mr. Johnson to employee Jacob Hill at a staff meeting that day violated District policy #1329, the Respectful Workplace policy.

Interview Summaries

- At the August 16 meeting, Mr. Johnson stated that Mr. Hill had a "squirrely face" and would remain single for the rest of his life. Mr. Johnson also stated on multiple occasions that Mr. Hill's partner was not real.
- Mr. Johnson regularly calls Mr. Hill "lonely boy."
- On February 14, 2022, Mr. Johnson built a mock online dating profile of Mr. Hill using poster board and left it in his office where school employees may see.
- Employees believe Mr. Hill avoids submitting maintenance requests because Mr. Hill does not wish to interact with Mr. Johnson.
- Witnesses noted Mr. Hill removes his own trash and went without working lights in his classroom last spring.

Findings of Fact

- All employees of Abbott Elementary except principal Ava Coleman were present for a staff-wide meeting on August 16, 2022. Mr. Johnson attended this meeting.
- District policy #1329 requires employees to conduct themselves in a manner that demonstrates professionalism and respect for others in the workplace.
- Mr. Johnson received training on policy #1329 and acknowledged receipt by signature on July 13, 2019, and completed updated training on this policy on July 25, 2021.
- Mr. Johnson's behavior toward Mr. Hill prior at the all-staff meeting on August 16, 2022, was unprofessional and did not demonstrate respect for Mr. Hill.

Conclusion

Based on the above findings of fact, Mr. Johnson's comments and behavior toward Mr. Hill on August 16, 2022, constituted a violation of District Policy #1329.

October 7, 2022

James Johnson
Abbott Elementary
Custodians closet
Pigs Eye, MN

Mr. Johnson:

The purpose of this letter is to provide you with a written reprimand concerning your conduct between 2/14/2022 and 8/16/2022. The school has concluded that your conduct violated District Policy No. 1329, the District's Respectful Workplace Policy based on an investigation into your actions.

Policy No. 1329 expressly provides that employees:

Conduct themselves in a manner that demonstrates professionalism and respect for others in the workplace and public service environment.

In addition to this written reprimand, you are also required to participate in additional training on the Policy 1329 and to discuss the training with the Director of Human Resources.

This reprimand will remain in your personnel file pursuant to the records retention schedule.

Ava Coleman

Ava Coleman, Principal

Ann Owen

Ann Owen, Human Resources Director

C: Personnel file