

IN THE DISTRICT COURT FOR CERRO GORDO COUNTY

JODIE ANDERSON, Plaintiff, v. DAVID VERSTEEG; JODI DRAPER; THOMAS DRZYCIMSKI; and MASON CITY COMMUNITY SCHOOL DISTRICT, Defendants.	CASE No. PETITION AND JURY DEMAND
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COMES NOW Plaintiff Jodie Anderson, by and through counsel Roxanne Conlin & Associates, P.C., and hereby brings her claims against David Versteeg, Jodi Draper, Mason City Community School District, and stating to the Court as follows:

INTRODUCTION AND JURISDICTION

1. This is an action brought under the Iowa Civil Rights Act.
2. The unlawful practices alleged below were committed in Cerro Gordo County, Iowa.
3. Venue is properly laid in this judicial district pursuant to Iowa Code § 616.18, in that the injury or damage was sustained in Cerro Gordo County.

PARTIES

4. At all times material to this complaint, Plaintiff Jodie Anderson was a citizen and resident of Cerro Gordo County.
5. At all times material to this complaint, Defendant David Versteeg was an employee of the Mason City School District, and was Superintendent from July 20, 2017 to the present.

6. At all times material to this complaint, Defendant Jodi Draper was a Board member of Mason City Community School District, and resided in Cerro Gordo County.

7. At all times material to this complaint, Defendant Mason City Community School District was a public school district, with its administration building located in Cerro Gordo County.

FACTUAL BACKGROUND

8. On July 20, 2015, Plaintiff began working for Mason City Community School District. She was hired by Dr. Anita Micich, Superintendent, as the Human Resources Director for the District. Her starting salary was \$80,000.

9. In August of 2015, Plaintiff and Dr. Micich began to look at the salary structure for administrators, and realized there were no standards established in order to fairly assess compensation for administrators.

10. In the spring of 2016, when Dr. Micich and Plaintiff were beginning discussion about wage increases for July 2016, they discussed updating the plan because there was a difference between male and female wages which appeared to be discriminatory.

11. It appeared to Plaintiff that men were being paid more than women for the same categories of work.

12. In June 2016, Michael Penca took over as Superintendent, in place of Dr. Micich.

13. In the second half of June 2016, Plaintiff met with Penca, as well as the School Board President and Vice President, Janna Arndt and Lorren Lala, to again discuss the July 2016 wage increases for administrators. Plaintiff mentioned her concern about the discrepancies in the wages between men and women during that meeting.

14. Sometime before July 1, 2016, Plaintiff spoke with Penca, then-Superintendent, regarding her dissatisfaction with the Board's decisions and their lack of concern regarding wage discrepancies between male and female employees. Penca said he had tried to convince the Board members to accept his salary increase recommendations, without success.

15. Sometime after July 1, 2016, the School Board approved a 2.5% increase in salaries for all employees, and those employees who took on more responsibilities, like Plaintiff, received a higher percentage raise.

16. Superintendent Micich asked what Plaintiff's hourly wage was at her previous job, then multiplied it by the average number of hours Plaintiff worked in a week. She arrived at \$87,550 and determined that Plaintiff should be compensated accordingly. Likewise, Micich increased John Berg's salary to \$85,000. He was the Director of Finance.

17. Dr. Micich was forced to leave the District and was not able to recommend \$87,550 as Plaintiff's new salary and \$85,000 for John Berg to the Board. The new Superintendent, Penca, recommended and approved the new salaries. Plaintiff received a contract signed by the Superintendent and Board President for the 2016–2017 school year.

18. In the fall of 2016, an annual audit of the finances at the school was completed. Sometime after the audit was completed, Defendant Jodi Draper requested a re-audit, by contacting the state auditor and complaining that the employee salary increases, which had been put in place without the approval of the whole school board, were a misappropriation of funds.

19. In February 2017, Plaintiff expressed her concerns regarding the discriminatory pay structure once again. She expressed these concerns to Penca and Berg, the Director of Finance. The three of them developed a salary structure and compensation plan to bring the male and female wages in line with each other.

20. In the spring of 2017, the School Board met to determine fair salaries for the upcoming school year. The Board decided to freeze Plaintiff's salary at \$87,550 for the 2017-2018 school year. Plaintiff had outstanding reviews and received compliments on her job performance at Board meetings. A male administrator, Dan Arjes, who had received a higher salary increase in 2016, like Plaintiff, was approved for a salary increase for the 2017-2018 school year.

21. On June 6, 2017, Penca told Plaintiff she was not getting a raise because the Board did not like how she had received her raises in the past. On this day, he sent her an email which stated that Plaintiff did not receive an increase for 2017-2018 due to a market adjustment made in 2016-2017. Her wage was frozen at \$87,550 for the 2017-2018 school year because of market adjustment in 2016-2017. She was the only regular employee in the entire district who did not receive a raise.

22. On June 19, 2017, Board member Defendant Draper came into Plaintiff's office and told Plaintiff that she had sent an email to the other Board members asking for Plaintiff to be terminated. She told Plaintiff she wanted her to know about her desire to terminate Plaintiff because there was an open records request from the media to view Board members' emails, and Defendant Draper was afraid her email would come out in the newspaper.

23. As a result of this conversation and the way that she had been discriminated against by the School Board, Plaintiff decided not to renew her contract with the School District, and was constructively discharged.

24. On June 20, 2017, Plaintiff notified then-Superintendent Penca in writing that she would be ending her employment with Mason City School District after fulfilling her 2016-2017 contract, and would not be renewing her contract for the 2017-2018 school year.

25. Sometime after June 20, 2017 and before July 11, 2017, Board President Janna Arndt called Plaintiff to ask her to reconsider her resignation. She told Plaintiff she should not take the decision to freeze Plaintiff's salary personally, and that "it was the Board's way to fix what happened last year" because Plaintiff had received more than the approved amount in 2016. She thought Plaintiff had "agreed" to freeze her salary.

26. Plaintiff told her this was not true, but Arndt still declined to give her the same salary increase the other administrators had received.

27. Dan Arjes, a male administrator, had received more than the approved amount in 2016, too. Unlike Plaintiff, he was granted an increase in 2017.

28. June 23, 2017 was Penca's last day working in the administrative office. The Board had asked him to leave. He was available until June 30, 2017 by phone.

29. After June 23, 2017, Defendant Versteeg began coming into the office to handle issues that came up after Penca left.

30. June 30, 2017 was Plaintiff's last day as a full-time school district employee.

31. On July 1, 2017, the district officially hired Defendant Versteeg as the new Superintendent.

32. Sometime after July 1, 2017, Defendant Versteeg asked Plaintiff to reconsider her decision to resign and gave her an extension to July 14, 2017 to make her final decision. During this conversation, Plaintiff asked Versteeg what would change with the Board if she decided to stay. He said he did not know if anything would change. She told him her concerns about how the Board was treating her, but Versteeg just repeated that he did not know what would change if she stayed.

33. On July 11, 2017, Plaintiff verbally submitted her resignation to Defendant Versteeg. She told him she was not going to sign her new contract but would work for the school as an HR consultant if he felt it would be helpful.

34. Plaintiff agreed to stay on as a consultant for the school until September 30, 2017, because she would not have to interact with the School Board.

35. In August 2017, the school district received the results of the re-audit requested by Defendant Draper, which was completed in June 2017.

36. Sometime in 2017, before Thomas Drzycimski applied for Plaintiff's position, Douglas Campbell, a School Board member, sent an email to Defendant Versteeg stating that he would only support Drzycimski for the position.

37. Sometime in 2017, before Drzycimski was hired, Defendant Draper stated in a phone call with Defendant Versteeg that the salary for Plaintiff's position would have to increase in order for them to "get Tom."

38. On September 1, 2017, a board meeting was held. Plaintiff found out that the Board was going to hire a male, Thomas Drzycimski, to do the exact same job that she had been doing, but for more than \$20,000 more a year.

39. On this same day, Plaintiff complained about this to Defendant Versteeg, who acknowledged the fact that they were going to pay a male candidate much more money than Plaintiff.

40. Two of the Board members had a personal relationship with the candidate and had stated that they would only support him for the HR Director position.

41. After Plaintiff's September 1, 2017 conversation with Defendant Versteeg, he no longer involved her in the hiring process of the HR Director.

42. At the September 5, 2017 Board meeting, Campbell spoke about what the current market is paying for an HR Director. He spoke about the market data justifying an increase in the salary for the position.

43. On September 18, 2017, the Board approved Drzycimski to be Plaintiff's replacement for \$110,000 a year.

44. September 26, 2017 was Plaintiff's last day working in the school district.

45. On October 23, 2017, Drzycimski started working for the school district. Although he and Plaintiff were employed within the same establishment for equal work, the performance of which requires equal skill, effort, and responsibility, and which are performed under similar working conditions, he makes \$23,000 per year more than Plaintiff made.

46. Drzycimski does not have any previous experience working in schools, but was offered the position over two qualified female applicants.

**COUNT I – VIOLATION OF IOWA CODE CHAPTER 216.6:
GENDER DISCRIMINATION – ALL DEFENDANTS**

47. Defendants intentionally discriminated against Plaintiff, as set forth above, in violation of Iowa Code Chapter §216.6.

48. Defendants intentionally discriminated against Plaintiff with respect to the terms and conditions of her employment, permitted discrimination based on sex, and constructively discharged her in violation of the Iowa Civil Rights Act, Iowa Code Chapter 216, as set forth above.

49. Plaintiff's gender was a motivating factor in the discrimination.

50. Plaintiff complained to Superintendent David Versteeg about the gender discrimination she was experiencing.

51. As a result of Defendants' act, Plaintiff has and will continue to suffer damages including, but not limited to, mental pain and suffering, mental and emotional harm and anguish, humiliation, embarrassment, and loss of enjoyment of life. Plaintiff has and will continue to suffer loss of past and future wages, benefits, and other emoluments of employment.

WHEREFORE, Plaintiff prays for the following relief:

- a) That Defendants' conduct be declared to be in violation of Plaintiff's rights as outlined by Iowa Code Chapter 216.6;
- b) That Defendant Mason City Community School District, and their officers, employees, agents, attorneys, successors and assigns, and those acting in concert therewith be enjoined from any conduct violating Plaintiff's rights or the rights of others similarly situated as secured by Chapter 216 of the Iowa Code, and that the court order such other injunctive relief as necessary to prevent Defendants from continuing in its discriminatory practices and to protect others similarly situated;
- c) That the Mason City Community School District be required to correct the discriminatory salaries being paid to woman employees;
- d) That Plaintiff be awarded compensatory damages;
- e) That Plaintiff be made whole by providing her appropriate lost earnings and benefits with pre-judgment interest, emotional distress damages, and other affirmative relief;
- f) That Plaintiff be awarded reasonable attorneys' fees and costs incurred in prosecuting this action; and
- g) That Plaintiff be awarded such additional and further relief as is just and proper.

**COUNT II – VIOLATION OF IOWA CODE CHAPTER 216.6A:
WAGE DISCRIMINATION – ALL DEFENDANTS**

52. Defendants intentionally discriminated against Plaintiff, as set forth above, in violation of Iowa Code Chapter 216.6A(2)(a).

53. Defendants intentionally discriminated against Plaintiff by subjecting her to discrimination in the following actions:

(a) by paying wages to her at a rate less than the rate paid to other employees employed within the same establishment for equal work on jobs, the performance of which requires equal skill, effort, and responsibility, and which were performed under similar working conditions;

(b) by paying the male replacement for her position more than \$20,000 more than she had been paid, in spite of the fact that he had no greater qualifications for the position.

54. As a result of Defendants' actions, Plaintiff has and will continue to suffer damages including, but not limited to, mental pain and suffering, mental and emotional harm and anguish, humiliation, embarrassment, and loss of enjoyment of life. Plaintiff has and will continue to suffer loss of past and future wages, benefits, and other emoluments of employment.

WHEREFORE, Plaintiff prays for the following relief:

a) That Defendants' conduct be declared to be in violation of Plaintiff's rights as outlined by Iowa Code Chapter 216.6(A)(2)(a);

b) That Defendant Mason City Community School District, and their officers, employees, agents, attorneys, successors and assigns, and those acting in concert therewith be enjoined from any conduct violating Plaintiff's rights or the rights of others similarly situated as secured by Chapter 216.6(A)(2)(a) of the Iowa Code, and that the court order such other

injunctive relief as necessary to prevent Defendants from continuing in its discriminatory practices and to protect others similarly situated;

c) That the Mason City Community School District be required to correct the discriminatory salaries being paid to woman employees;

d) That Plaintiff be awarded compensatory damages;

e) That Plaintiff be made whole by providing her appropriate lost earnings and benefits with pre-judgment interest, emotional distress damages, and other affirmative relief;

f) That Plaintiff be awarded reasonable attorneys' fees and costs incurred in prosecuting this action; and

g) That Plaintiff be awarded an amount equal to three times the wage differential paid to another employee compared to the complainant for the period of time for which the complainant has been discriminated against, pursuant to Iowa Code § 216.15(9)(a)(9), because Defendants willfully violated Plaintiff's rights by paying her male replacement higher wages than her;

h) That Plaintiff be awarded two times the wage differential paid to another employee compared to the complainant for the period of time for which the complainant has been discriminated against, pursuant to Iowa Code § 216.15(9)(a)(9), in the event the jury determines the conduct was not willful;

g) And that Plaintiff be awarded such additional and further relief as is just and proper.

**COUNT III – VIOLATION OF IOWA CODE CHAPTER 216.11:
RETALIATION – ALL DEFENDANTS**

55. Defendants retaliated against Plaintiff with respect to her employment, and permitted sex discrimination against Plaintiff, in violation of Iowa Code Chapter 216.6 and 216.A as set forth above.

56. After Plaintiff formally complained about male and female administrators not being paid fairly, the School Board retaliated against Plaintiff by further discriminating against her, by deciding to freeze Plaintiff's wage, forcing her to quit, and deciding to hire a male to fill her position, and pay him more than she was getting paid.

57. Plaintiff's complaints about her employer's violations of Iowa Code Chapter 216.6 and 216.A were a statutorily protected activity.

58. Iowa Code § 216.11 forbids retaliation against Plaintiff for engaging in a protected activity.

59. Defendants' violation of Iowa Code § 216.11 is a cause of the injuries suffered by Plaintiff.

60. As a result of Defendants' actions, Plaintiff has suffered and will continue to suffer damages including, but not limited to, lost past and future wages, mental and emotional harm and anguish, humiliation, embarrassment, and loss of enjoyment of life.

WHEREFORE, Plaintiff prays for the following relief:

a) That Defendants' conduct be declared to be in violation of Plaintiff's rights as outlined by Iowa Code Chapter 216.11;

b) That Defendant Mason City Community School District, and their officers, employees, agents, attorneys, successors and assigns, and those acting in concert therewith be enjoined from any conduct violating Plaintiff's rights or the rights of others similarly situated as

secured by Chapter 216 of the Iowa Code, and that the court order such other injunctive relief as necessary to prevent Defendants from continuing in its discriminatory practices and to protect others similarly situated;

- c) That Plaintiff be awarded compensatory damages;
- d) That Plaintiff be made whole by providing her compensation for the past and future mental and emotional harm and anguish, and other affirmative relief;
- e) That Plaintiff be awarded reasonable attorneys' fees and costs incurred in prosecuting this action; and
- f) That Plaintiff be awarded such additional and further relief as is just and proper.

JURY DEMAND

Plaintiff hereby demands a trial by jury in this matter.

/s/ Roxanne Conlin
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