

**SUPERIOR COURT OF DEKALB COUNTY  
STATE OF GEORGIA**

DR. KIA BILLINGSLEY,

*Plaintiff,*

v.

DEKALB COUNTY SCHOOL DISTRICT,  
NORMAN C. SAUCE III, in his individual  
and official capacity; TASHA DAVIS  
MILLS, in her individual and official  
capacity,

*Defendants.*

Jury Trial Demanded

Civil Action File No.

**COMPLAINT**

Plaintiff Chief of Teaching and Learning Kia Billingsley (“Academic Chief,” “Plaintiff,” or “Dr. Billingsley”), submits Complaint against DeKalb County School District (“DCSD” or the “District”), Interim Superintendent Norman C. Sauce III (“Interim Superintendent Sauce”), and Chief Human Resources Officer Tasha Davis Mills (“CHRO” or “Defendant Davis Mills”), collectively (“Defendants”), stating as follows:

**I. NATURE OF COMPLAINT**

1.

Plaintiff brings this action against Defendants for breach of contract, negligence of a ministerial task, and attorney’s fees and costs in connection with Defendant’s breach of a 2025-2026 and 2026-2027 employment contract with Plaintiff.

## **II. JURISDICTION AND VENUE**

2.

This Court has jurisdiction over Plaintiff's claims.

3.

Venue is proper in this court as well. DCSD is a local governmental entity headquartered and operating within DeKalb County, Georgia, and is subject to the jurisdiction of this Court.

4.

All acts and omissions complained of herein occurred within DeKalb County, Georgia.

## **III. PARTIES**

5.

KIA BILLINGSLEY resides in DeKalb County, Georgia.

6.

NORMAN C. SAUCE, III is the Interim Superintendent and current employee of Defendant DCSD.

7.

TASHA DAVIS MILLS is the Chief Human Resources Officer ("CHRO") and a current employee of Defendant DCSD.

8.

DEKALB COUNTY SCHOOL DISTRICT is a local governmental entity providing public primary, middle, and secondary school education in all parts of DeKalb County,

except within Decatur and Atlanta city limits.

10.

DCSD and INTERIM SUPERINTENDENT SAUCE may be served with process by delivering a copy of the summons and complaint to Dr. Norman C. Sauce III, Interim Superintendent and Chief Executive Officer, DeKalb County School District, 1701 Mountain Industrial Blvd, Stone Mountain, Georgia 30083-1027.

11.

DAVIS MILLS may be served with process by delivering a copy of the summons and complaint to her work address: DeKalb County School District, 1701 Mountain Industrial Blvd, Stone Mountain, Georgia 30083-1027.

#### **IV. FACTS**

12.

As a county school district in the State of Georgia, Defendant is bound by Title 20 (“Education”) of the Georgia Code. O.C.G.A. § 20–2-940, *et seq.*

13.

Chapter 2, Article 17 Part 7 of Title 20 of the Georgia Code, titled the “Georgia Fair Dismissal Act,” was enacted in 1975 and defines the grounds and procedures for termination, suspension, nonrenewal, demotion or suspending or reprimand of school employees with employment contracts, ensuring their rights to Constitutional due process. O.C.G.A. § 20-2-940 *et seq.*

14.

As an employee with written contracts for a definite term of employment, Plaintiff

could only be terminated, suspended, or demoted for cause under O.C.G.A. § 20-2-940 and then specifically afforded due process as required by the Georgia Fair Dismissal Act.

15.

The written employment contractual agreements thus confer a property interest upon Plaintiff. *See, e.g., DeClue v. City of Clayton*, 246 Ga. App. 487, 489, 540 S.E.2d 675, 677 (2000).

16.

The DCSD contractual employment agreements with Dr. Billingsley for the 2025-2026 and 2026-2027 school years specifically state that the School District could take disciplinary action upon written notice and that the Employee will have due process rights under the laws of the State of Georgia.

17.

Defendants have suspended Plaintiff from her position as Academic Chief Officer and demoted her to the position of “Senior Coordinator” without written notice of the specific factual allegations made against her and without due process in accordance the Georgia Fair Dismissal Act. O.C.G.A. § 20-2-940, *et seq.*

18.

Defendants announced Plaintiff’s Chief of Teaching and Learning job vacancy to the external public through the media and internally to all Principals, again without affording Chief Billingsley any written notice or opportunity to be heard as required by due process under the Georgia Fair Dismissal Act. O.C.G.A. § 20-2-940.

<https://www.decatrish.com/schools/two-key-dekalb-schools-leadership-roles-become->

**A. DR. KIA BILLINGSLEY'S**  
**EXCEPTIONAL PERFORMANCE**

19.

Dr. Billingsley is a strategic, equity-driven executive leader with more than 20 years of instructional leadership experience in in some of the largest and most diverse school districts in both Georgia and California. She has more than 27 years' experience in education generally.

20.

Dr. Billingsley holds a doctorate in Education in Leadership and Social Justice and has served in multiple leadership capacities across education, including classroom teacher, Title I Coordinator, Assistant Principal, Principal, Regional Coordinator, Executive Administrator and, most recently, Chief Academic Officer. She also has taught at Loyola Marymount University in California.

21.

As Chief Academic Officer in DCSD, Plaintiff has led the Division of Teaching and Learning since January 2026, where she has overseen curriculum, instruction, literacy and advanced academics, CTAE, STEM, Fernbank Science Center, Flex Academy, EdMedia and MTSS. Her work directly impacts students, educators and leaders from pre-kindergarten to twelfth (12<sup>th</sup>) grade throughout the school district.

22.

Dr. Billingsley's record of excellence and professional accomplishments are extensive and too many to name. However, below are a few examples of her record.

23.

In the first 100 days as Academic Chief, Dr. Billingsley and her staff launched DCSD's first Literacy Policy with governing regulations and a Literacy Plan. Further, she and her staff developed a comprehensive plan to address equity gaps throughout the school district with Advanced Placement (AP) coursework, academic programming, Carnegie Units in middle school and Dual Enrollment course offerings. As a result of her efforts, all students across the school district will have access to the same course offerings and academic programming.

24.

Dr. Billingsley has coached principals at elementary, middle and high schools to increase student achievement and support instructional leadership development.

25.

Dr. Billingsley has been recognized for driving measurable academic gains, improving graduation outcomes, strengthening leadership effectiveness, and implementing high-impact frameworks such as Professional Learning Communities and the Six Essential Systems at the District. For example, in 2024, under her leadership, the high school graduation rate climbed to 79.1 percent, an historic high.

25.

Dr. Billingsley is respected for collaborative leadership, equity-centered decision-making, and data-driven strategic planning, as evidenced by her exceptional performance evaluations over the span of her 18-year career in DeKalb.

26.

During her principalship at McLendon Elementary School, she moved the College and Career Readiness score from 59 to 80 with more than a 30% gain in literacy and with two (2) teachers at her school being recognized by the Governor in 2023.

27.

During the first 100 days of her leadership as Academic Chief, she secured the launch and implementation of a Career Pathway in Aviation for DCSD students, starting Fall 2026.

## **B. THE FORCED SUSPENSION & DEMOTION**

28.

As a seasoned academic leader with more than twenty-seven (27) years of experience in education and eighteen (18) years in DeKalb, Plaintiff could reasonably be regarded as a suitable contender for permanent placement as the Superintendent for the school district in competition with Interim Superintendent Sauce.

29.

On April 28, 2026, Dr. Billingsley informed Interim Superintendent Sauce of a spat she had just had with Chief of Schools, Michelle Dillard, who was a colleague and her sorority sister. The spat was regarding a professional matter, and it took place during

a meeting behind closed doors with Ms. Dillard and two other colleagues on Interim Superintendent Sauce's Executive Team. No parents, students or teachers were present.

30.

When Dr. Billingsley spoke with Interim Superintendent Sauce, he simply stated that "mistakes happen," that he believed she was the person to sit in the seat (as Chief Academic Officer) and that he still believes she was the person to sit in that seat. He then asked if she would be okay delivering a presentation that she was already slated to present with Ms. Dillard the very next day. Dr. Billingsley answered, "of course."

31.

Dr. Billingsley and Ms. Dillard amicably collaborated on the presentation delivered to the DeKalb Board of Education on April 29<sup>th</sup>, earning them kudos from their colleagues, the Board and Interim Superintendent Sauce, who gave Dr. Billingsley a "high five" afterwards.

32.

At no time did Interim Superintendent Sauce express to Dr. Billingsley that she would be investigated, suspended, demoted or otherwise subject to disciplinary action.

33.

However, following the presentation to the Board on April 29<sup>th</sup>, Defendant Davis Mills, the CHRO, directed Dr. Billingsley to go home, stating that there would be an investigation. (Defendant Davis Mills then texted Dr. Billingsley on May 4<sup>th</sup>, advising her not to discuss the investigation with any DCSD staff and informing her that they would be in touch later in the week.)

34.

On April 30<sup>th</sup>, Defendant Davis Mills emailed Dr. Billingsley advising her, “[e]ffectively immediately, you are placed on administrative leave with pay.”

35.

Defendant Davis Mills never informed Plaintiff of the precise allegations against her.

36.

Additionally, at no time has Dr. Billingsley received from the District any written notice of any charges against her or otherwise received due process of any kind.

37.

Instead, on May 13<sup>th</sup>, 2026, Defendant Davis Mills emailed Dr. Billingsley that “[b]ased upon allegations of unprofessional conduct, it has been determined that you will be suspended without pay for thirty (30) workdays and removed from your role as Chief of Teaching and Learning, effective immediately.” The email further advised that “the 30 work-day suspension will include the time you have already been placed administrative leave” and that she would be demoted to a “Senior Coordinator.”

38.

Dr. Billingsley has worked in DCSD for (18) years. Because she anticipated working until age 65, the District has caused her to suffer significant economic loss in excess of approximately two million dollars (\$2,000,000.00).

39.

Dr. Billingsley was forced to accept the insulting demotion under duress, subjecting her not only to considerably reduced salary and benefits (such as a district-issued vehicle) but also to embarrassment, ridicule, and diminished reputation both within school district and in the public eye.

40.

Notably, this places Plaintiff in an unbearable environment where she now fears being targeted and punished simply because she either posed a direct or indirect threat to Defendant Interim Superintendent Sauce's candidacy for permanent Superintendent or was mere collateral damage in the superintendent's efforts to eliminate Ms. Dillard, to whom he previously reported as a subordinate but later became a contender for the permanent job as Superintendent. In doing so, Defendants have violated Dr. Billingsley's right to due process.

41.

Defendant DCSD knew or reasonably should have known that Defendant CHRO Davis Mills has a history, pattern and practice of illegally violating the contractual rights of employees at the District.

42.

Defendant DCSD has a history of violating educator's civil rights by doing such things as forcing educators to give recorded statements that school officials then surreptitiously turn over to law enforcement, thereby exposing the educators to criminal

liability in violation of the *Garrity* doctrine and 5<sup>th</sup> Amendment protections against self-incrimination.

43.

Also, recently, while the 2024-2025 contracts of school district employees were still in effect, Defendant DCSD made the extraordinary decision to ignore the mandates of O.C.G.A. § 20-2-211 and not offer written employment contracts to certificated professional employees for the 2025-2026 school year.

44.

The unlawful suspension and demotion of Dr. Billingsley evidences the egregious, continuing pattern, practice and policy of Defendants to intentionally and recklessly violate its employees' rights to due process.

### **COUNT I: BREACH OF CONTRACT**

*Against Defendant DeKalb County School District*

45.

The preceding paragraphs 1-44, and any other paragraph this Court deems relevant, are incorporated as fully stated herein to support Plaintiff's Count One.

46.

Plaintiff entered into valid and enforceable written employment contracts for the 2025-2026 and 2026-2027 school years with Defendant.

47.

Plaintiff's employment contracts specifically afforded her a right to due process.

48.

Defendant has breached the 2025-2026 contract with Plaintiff by placing her initially on paid administrative leave, then converting the paid leave into an unpaid suspension for thirty (30) days without due process of any sort whatsoever.

49.

Defendant has breached the 2026-2027 contract with Plaintiff by removing her from the Chief Academic Officer position, forcing her to accept under duress a demotion to the lesser position of Senior Coordinator with a significant cut in her salary and benefits.

50.

Defendant has caused Plaintiff to suffer over two million dollars in economic harm—including wage loss, loss of benefits and liquidated damages.

**COUNT II: NEGLIGENCE IN THE PERFORMANCE  
OF A MINISTERIAL DUTY**  
*Against Defendants Interim Superintendent Sauce and CHRO Davis Mills,  
in their Individual Capacities*

51.

The preceding paragraphs 1-50, and any other paragraph this Court deems relevant, are incorporated as fully stated herein to support Plaintiff's Count Two.

52.

Defendants had a ministerial duty to comply with the Georgia Fair Dismissal Act and afford Plaintiff written notice and a hearing.

53.

Defendants failed to perform their ministerial duty with reasonable care and diligence.

54.

Defendants' negligence caused Plaintiff harm and damages, which include harm to her professional reputation which she is entitled to recover in an amount to be established at trial.

**COUNT III: ATTORNEY FEES AND COSTS**  
**O.C.G.A. § 13-6-11**

55.

The preceding paragraphs 1-54, and any other paragraph this Court deems relevant, are incorporated as fully stated herein to support Plaintiff's Count Three.

56.

Defendants have acted in bad faith, been stubbornly litigious, and/or caused Plaintiff unnecessary trouble and expense in litigating this case, and Plaintiff is thus entitled to recovery of the expenses of this litigation, including attorneys' fees, under Georgia law, including but not limited to O.C.G.A. § 13-6-11. Said expenses and fees after litigating this case could exceed one million dollars (\$1,000,000.00). Plaintiff's counsel has practiced for more than twenty-seven (27) years in two states, and counsel's hourly rate is commensurate with the practice and skill of an attorney with her experience.

## PRAYER FOR RELIEF

**WHEREFORE**, Plaintiff respectfully prays for relief as follows:

- a) That summons issue and be served upon the Defendants in accordance with the law; further,
- b) That Plaintiff seeks an amount reflective of all damages, including consequential damages to compensate the injuries Plaintiff incurred, including all compensatory damages for the emotional, physical, and financial distress she has suffered, this includes harm to her professional reputation;
- c) That this Court enter judgment for the loss of her past and future income and benefits as a result of the breach of contract, together with prejudgment and post-judgment interest;
- d) Attorney's fees and costs incurred in connection with this action; and,
- e) Such additional or alternative relief as the Court deems just and proper.

## JURY DEMAND

Plaintiffs demand a trial by jury on all claims properly triable by a jury.

Respectfully submitted this 18<sup>th</sup> of MAY 2026.



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