

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

MICHELLE DILLARD,

Plaintiffs,

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.

26CV5023

COMPLAINT

Plaintiff Chief of Schools Michelle Dillard (“Chief Dillard” or “Plaintiff”), submits Complaint against DeKalb County School District (“DCSD,” the “District”), Interim Superintendent Norman C. Sauce III. (“Interim Superintendent Sauce”), and Chief Human Resources Officer Tasha Davis Mills (“CHRO Davis Mills”), or (“Defendants”), stating as follows:

NATURE OF COMPLAINT

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

JURISDICTION AND VENUE

2. This Court has jurisdiction over Plaintiffs’ claims.

3. Venue is proper in this district. DCSD is a local governmental entity headquartered and operating within DeKalb County, Georgia, and is subject to the jurisdiction of this Court. All of the acts and omissions complained of herein occurred within DeKalb County, Georgia.

PARTIES

4. MICHELLE DILLARD resides in DeKalb County, Georgia.

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

6. TASHA DAVIS MILLS is the Chief of Human Resources and current employee of Defendant DCSD.

7. 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.

8. 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.

9. 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.

FACTS

10. 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.

11. 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.

12. As employees 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.

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

14. The DCSD contractual employment agreements with Plaintiff Chief Dillard for the 2025-2026 and 2026-2027 school year specifically held that the School District could only *recommend* termination “*upon written notice*” and that “the Employee will have due process rights under the laws of the State of Georgia.”

15. Defendants did not *recommend* termination—rather they terminated Plaintiff Chief Dillard from her position as Chief of Schools and demoted her to the I.T. department *without written notice of her charges to even inform her what the specific factual allegations were and without due process in accordance with the laws of the State of Georgia Fair Dismissal Act*. O.C.G.A. § 20-2-940.

16. Defendants announced Plaintiff’s Chief of Schools job vacancy to the external public through the media and internally to all Principals, again without affording Chief Dillard 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-vacant/article_f0e9e780-c281-4b19-b314-7c883a7474c9.html

CHIEF MICHELLE DILLARD'S EXCEPTIONAL PERFORMANCE AT DCSD:

17. Chief Dillard has been recognized as a visionary chief-level executive with more than 25 years of progressive leadership experience across large, urban school systems showing proven success leading districtwide instructional improvement, building leadership pipelines, and implementing strategic systems that accelerate student outcomes.

18. Chief Dillard 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.

19. Chief Dillard previously worked for over two decades in Kentucky and left behind a successful career uprooting her and her family to move to Georgia in order to serve the DeKalb County School District as the Chief of Schools in Fall of 2023.

20. Chief Dillard is known for collaborative leadership, equity-centered decision-making, and data-driven strategic planning--- her exceptional performance evaluations at the District reflect this.

21. Chief Dillard was not hired as falsely claimed due to any alleged friendship she had with the previous Superintendent (again, part of the smear campaign against her), she was hired for her proven track record of success and her successful accomplishments are on par with or exceeds most of the Chiefs on cabinet.

22. As Chief of Schools, she was the Senior Executive responsible for the academic performance, leadership development, and operational effectiveness of **138 schools** across the District.

23. Her key achievements have included contributing to the District graduation rate increase to **81.4% in 2025**, with multiple schools reaching **100% graduation rates**.

24. Her key achievements also include increased SAT participation from **2,707 to 4,127 students**, expanding college readiness opportunities.

25. She has led systemwide implementation of the Professional Learning Community (PLC) Framework across all areas, Directed Collaborative Calibration Visits (CCVs) and Reality Checks to strengthen instructional systems. She has also implemented the Six Essential Systems framework across schools to improve teaching and learning and led targeted support strategies for underperforming schools using data-driven interventions.

26. She oversaw and coached seven Area Superintendents and executive administrators.

27. She established leadership coaching cycles for principals and district leaders and Led succession planning and talent development initiatives across the district.

28. She provided monthly academic progress reports to the Interim Superintendent and Board.

29. She has coached, mentored and supervised many up-and-coming leaders within the District and her direct reports have included current Defendant Interim Superintendent Sauce and Chief of Academic Officer, Kia Billingsly.

THE DISPUTE:

30. Interim Superintendent Sauce considered Plaintiff one of his possible competitors in his continued candidacy for full time Interim Superintendent.

31. On April 28th, 2026 Plaintiff Chief Dillard reported to Interim Superintendent Sauce that a dispute had occurred at a meeting between her and a colleague where Chief Dillard

was very hurt as to how her colleague has interacted with her, but assured him that she would remain professional, and that she felt confident they could resolve their differences and co-present to the Board on the following day.

32. The following day, April 29th, 2026, Interim Superintendent Sauce told her that he decided to have her give a statement concerning the incident to Chief Human Resources Officer Tasha Davis Mills.

33. On that same day, April 29th and the next day April 30th, at no time did Chief Human Resources Officer Tasha Davis Mills or anyone from Human Resources inform Plaintiff Dillard verbally that she was being charged with anything, that she was the subject of an investigation or that an allegation had been made against her.

34. Additionally at no time on April 29th or April 30th did she receive any written notice from anyone from Human Resources concerning any charge against her.

35. On May 13th, 2026, in a conversation that was audio recorded, Chief Human Resources Officer Tasha Davis Mills informed her that based on the recommendation of Human Resources, that the Interim Superintendent was giving her a thirty-day unpaid suspension and he was removing her from the Chief of Schools and Leadership position and would reassign her to the I.T. department (a department she had no previous experience working in.)

36. Chief Dillard was adamant that she had never even been notified of what she had been charged with, what had been alleged, nor given any due process as required by her contract and Georgia law.

37. Chief Dillard asked for information on how to appeal the decision and Chief Human Resources Officer Tasha Davis Mills informed her she would send an email to her personal and work email.

38. Chief Human Resources Officer Tasha Davis Mills did send her a personal email that same day, May 13th, continuing to fail to inform her of any specific allegations and informing her that she was being “removed from your role as Chief of Schools and Leadership, effective immediately.”

39. After uprooting her entire family from Kentucky to move to Georgia in order to serve the District as Chief of Schools where she anticipated working until age 65, the District caused Chief Dillard to suffer economic losses of approximately two million dollars.

40. Even if she stayed-- accepting the insulting demotion to go work in the I.T. department having no background in computers, she would thereby suffer an economic wage loss of over one million dollars in compensatory damages.

41. Notably, this places Plaintiff Chief Dillard in an unbearable environment where she is feeling targeted and punished because Defendant Interim Superintendent Sauce may believe she is a threat to his candidacy for permanent Superintendent and has violated her civil rights to due process, “deliberately making an employee’s working conditions intolerable and thereby forc[ing] h[er] to quit h[er] job.” Davis v. Legal Services Alabama, Inc. 19 F.4th 1261, 1268 (11th Cir. 2021). The Eleventh Circuit has repeatedly held that even where employers have subjected plaintiffs to demotion that only involved a loss of prestige rather than a cut in pay and benefits, that this produced sufficient evidence to create a jury question on the issue of constructive discharge. Buckley v. Hosp. Corp. of Am., Inc., 758 F.2d 1525, 1530 (11th Cir. 1985); Poole v. Country Club of Columbus, Inc., 129 F.3d 551, 553 (11th Cir. 1997).

42. Plaintiff Chief Dillard was unfairly targeted in 2025, when Defendant CHRO Davis Mills administered Plaintiff Dillard to a three-day suspension, without providing her the results of the investigation into allegations against her and the report that cleared her good name, determining

that no conflict of interest had occurred.

43. And now, because of this, Plaintiff Chief Dillard's good name and reputation has been harmed in the media, slandered with the specter of wrongdoing by the media released statements of the Defendant District that have allowed the community to be under the misimpression that she was found to have engaged in wrongdoing last year, despite the findings of the report showing otherwise. Her name continues to be smeared through ugly rumors including accusing her of hiring her husband (nepotism), also a defamatory lie. Plaintiff is contemplating legal action against all individuals (including media outlets) who are engaged in such defamation.

44. Nevertheless, this ongoing targeting and attack against Plaintiff Chief Dillard in clear breach of her contract and right to due process has become intolerable, forcing a constructive discharge.

45. DeKalb County School District must protect the civil rights of its educators to due process.

46. During a time in history when Black women are under attack, DeKalb County School District must protect its Black women educators.

47. DeKalb County School District must protect all of its educators.

48. DeKalb County School District must protect the rights of educators under the Fair Dismissal Act.

49. DeKalb County School District has even protected the rights of the previous Superintendent, federally indicted for a crime admitting: "Under Georgia law (O.C.G.A. § 20-2-940), school districts must follow specific due-process procedures before terminating a certified employee's contract." <https://www.dekalbschoolsga.org/board/faqs>

50. These “**specific due process procedures**” are not discretionary, they are mandatory rules that DeKalb County School District “**must**” follow according to Georgia law under the Fair Dismissal act.

51. As the Supreme Court of Georgia explained in defining ministerial acts: “These acts as simple, absolute, and definite, arising under conditions admitted or proved to exist, and requiring merely the execution of a specific duty, are ministerial, that is, if the condition ‘A,’ then the required response ‘B.’ ” “A ministerial duty may be established by evidence such as a written policy, an unwritten policy, a supervisor's specific directive, or a statute.” Wilson v. Anderson, 374 Ga. App. 668, 670, 913 S.E.2d 813, 816–17 (2025), cert. denied (July 1, 2025)

52. Under Georgia law, before Chief Dillard Could be discharged or demoted a written notice would need to go out of her charges and a fair hearing afforded her as follows, yet the following was not done by Defendants:

Notice. Before the discharge or suspension of a teacher, administrator, or other employee having a contract of employment for a definite term, written notice of the charges shall be given at least ten days before the date set for hearing and shall state:

- (1) The cause or causes for his or her **discharge, suspension, or demotion** in sufficient detail to enable him or her fairly to show any error that may exist therein;
- (2) The names of the known witnesses and a concise summary of the evidence to be used against him or her. The names of new witnesses shall be given as soon as practicable;
- (3) The time and place where the hearing thereon will be held; and
- (4) That the charged teacher or other person, upon request, shall be furnished with compulsory process or subpoena legally requiring the attendance of witnesses and the production of documents and other papers as provided by law.

(c) *Service.* All notices required by this part relating to suspension from duty shall be served either personally or by certified mail or statutory overnight delivery. All notices required by this part relating to demotion, termination, nonrenewal of contract, or reprimand shall be served by certified mail or statutory overnight delivery. Service shall be deemed to be perfected when the notice is deposited in

the United States mail addressed to the last known address of the addressee with sufficient postage affixed to the envelope.” O.C.G.A. § 20-2-940

53. Defendant DCSD knows that Defendant CHRO Davis Mills has a history, pattern and practice of illegally violating the contractual rights of employees at the District.

54. Defendant DCSD hired Defendant CHRO Davis Mills despite the fact that she does not have any education degree in Human Resources Management and put her in charge of the Human Resources Department of the third largest school district in the State of Georgia.

55. Defendant DCSD hired Defendant CHRO Davis Mills despite the fact that she does not have her Human Resources management certification, administered through the Society for Human Resources Management.

56. Defendant CHRO Davis Mills work experience started in teaching, then as an instructional coach, then worked seven years of experience getting provisional licensures for teachers at low performing schools, and has only worked for less than one year as a Deputy Chief Human Resources Officer, but never has previously led a Human Resources division by herself as a CHRO in her career.

57. Defendant CHRO Davis Mills lacks the experience, education, and Human Resources management certification to lead the third largest school district in the state of Georgia.

58. Defendant DCSD continued to retain Defendant CHRO Davis Mills despite the fact she continues to screw up and violate Georgia law, harming the rights of hundreds of District employees by failing to afford them proper due process or protecting their contractual rights.

59. For example, just last year, while the 2024-2025 contracts were still in effect, Defendant made the extraordinary decision to ignore O.C.G.A. § 20-2-211 and not offer written

employment contracts to certificated professional employees for the coming 2025-2026 school year.

60. This was sheer incompetence.

61. This was a violation of Georgia law done by Defendant CHRO Davis Mills and Defendant DCSD District.

62. The Chief Legal Officer failed to provide proper legal advice and oversight, negligently advising them on these matters—*and approving this decision*-- despite it being a clear violation of Georgia law.

63. On May 2, 2025, Defendant CHRO sent an email to each of the Plaintiffs and nearly 700 other certificated professional employees, stating they were no longer eligible for employment contracts due to a “review and alignment process for all positions.”

64. Bizarrely, the May 2, 2025, email claimed that even though the affected individuals would no longer have written employment contracts as prescribed by Georgia law, their roles, responsibilities, and continued employment would somehow still “remain secure,” and the individuals would enjoy the same “applicable rights and benefits” under Georgia law.

65. On May 13, 2025, Davis-Mills posted a public YouTube video in which she orally and visually presented the same information in direct violation of Georgia law.

66. The Board of Education is responsible to make sure that they are hiring competent, non-criminals for the position of Superintendent with the expectation they will follow Georgia law and protect the civil rights of due process for both our students and employees.

67. Around the exact same time the Trump administration’s DOGE was destroying our federal government, firing thousands of employees, dismantling federal agencies such as the DOE and USAID, attacking rights of equality enshrined in the 14th amendment to our

Constitution through the racist attacks on DEI, as well as enacting terror and human rights violations on immigrant families being torn apart in violation of their right to due process---the Defendants' leadership decided to copycat the Elon Musk DOGE move, and make 700 certificated professional DCSD employees ineligible for employment contracts, thereby robbing them of their right to due process, in clear violation of O.C.G.A. § 20-2-211 and in breach of Plaintiffs' 2024-2025 employment contracts.

68. As a result of DCSD's unlawful actions, Plaintiffs and other affected individuals turned 700 at-will employees with none of the contractual, constitutional, or statutory rights afforded to them by Georgia law—an illegal act in violation of the law.

69. To his credit, Defendant Interim Superintendent Sauce alongside the Board fixed this problem, reversing course and reissuing the majority of contracts to their employees but not until the undersigned Plaintiff's counsel had to first file a lawsuit against Defendant District to get them to do it.

70. In spite of this episode, Defendants continue to engage in pattern, practice and policy of violating the District employees' civil rights to due process.

71. The District and DCSD Board of Education must protect at all costs the Fair Dismissal Act as it ensures fairness and due process for its educators.

72. The District and DCSD Board of Education must ensure that it not only hires competent CHRO's and competent Superintendents, but competent school board attorneys, law firms, and Chief Legal Officers who give them proper legal advice, have a thorough understanding of Georgia education law, and most important are in line with the *values of DeKalb*.

73. The Board of Education represents the constituents and public taxpayers of DeKalb not Dade, one of the most culturally and ethnically diverse counties in the United States and

Georgia.

74. The Board of Education must insure that it is following Georgia law and enacting our community values by standing up to the ongoing nationwide attack on Black people, DEI, civil rights, voting rights, immigrants, employee rights, employment protections, and the right of due process by insuring that it hires lawyers, law firms, and Superintendents that share these same values and are committed to upholding Georgia law, the Constitution, and the civil rights afforded all employees through the Georgia Fair Dismissal Act.

75. Otherwise, the District continues to waste public taxpayer money by constantly subjecting themselves to litigation because of these continued ill advised, harebrained violations of Georgia law.

76. Now, through the actions of Defendants, a good educator, Plaintiff Chief Dillard, one who has provided a lifetime of faithful service to public education and to our school District, one who uprooted her entire family from another state to serve our District, has had her professional reputation and good name irretrievably harmed.

77. Now, through the actions of Defendants, a good educator, one who has provided a lifetime of faithful service to public education and to our school District, has suffered significant financial, professional, and emotional harm.

COUNT I: BREACH OF CONTRACT

Against Defendant DeKalb County School District

78. Plaintiff repeat and reallege paragraphs 1-76 as if fully set forth herein.

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

80. Defendant has breached the 2025-2026 contract with Plaintiff by suspending

Plaintiff for thirty days unpaid leave.

81. Defendant has breached the 2026-2027 contract with Plaintiff by removing her from the Chief of Schools position and subjecting her to an enormous cut in salary.

82. Defendant has caused Plaintiff 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 Defendant CHRO Davis Mills in their
Individual Capacity***

83. The preceding paragraphs 1-81, and any paragraph this Court deems relevant, are incorporated as fully stated herein to support Plaintiff's Count Two.

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

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

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

ATTORNEY FEES AND COSTS, O.C.G.A. § 13-6-11

87. Plaintiffs repeat and reallege paragraphs 1-45 as if fully set forth herein.

88. 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 which likely after litigating this case (in the event that Defendants fail to timely settle with Plaintiff) could be close to one million dollars in fees.

(Plaintiff's counsel's billable hourly rate is \$550.00 an hour.) Hopefully, the Defendants will not waste the public taxpayer money by dragging this out with stubborn litigiousness by paying expensive defense law firms to litigate this case for the next two years to pay their fees and then Plaintiff's counsel's fees on top of that. Defendants should fairly settle with Plaintiff and make this right, which will include assurance that they will protect the due process rights of all their educators in the future.

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 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 18th of MAY 2026.

/s/ Julie Oinonen

WILLIAMS OINONEN LLC

Julie Oinonen (Ga. Bar No. 722018)
Madeline Blanchard (Ga. Bar No. 126419)

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