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March 9, 2022

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Appendix 1. Proposed Settlement Agreement - Jones v. Georgia State Board of Education

**MINUTES OF THE
CALLED STATE BOARD OF EDUCATION MEETING**

Via Teleconference
Jason Downey, Chairman

March 9, 2022
Richard Woods, Superintendent

CALL TO ORDER

The State Board of Education convened on Wednesday, March 9, 2022 at 11:00 a.m. Chairman Jason Downey called the meeting to order at 11:07 a.m.

ATTENDEES

State Board of Education:

Mr. Mike Long	Mr. Scott Sweeney	Mr. Scott Johnson
Mr. Frank Griffin	Mr. Mike Roy	Mr. Leonte Benton
Ms. Helen Rice	Mr. Jason Downey	Ms. Phenna Petty
Ms. Lisa Kinnemore	Ms. Martha Zoller	Ms. Cherie Bonder Dennis (GA TOTY)
Mr. Kenneth Mason	Dr. Stan DeJarnett	

Others participating: Ms. Stacey Suber-Drake, Mr. Matt Jones

ACTION ITEM

AGENDA

1. **State Board of Education – Proposed Settlement Agreement – Jones v. Georgia State Board of Education.** By motion of Mr. Frank Griffin and a second from Dr. Stan DeJarnett, a unanimous affirmative vote was made to authorize the Chair of the State Board of Education to execute the proposed settlement agreement in Jones v. Georgia State Board of Education. (Appendix 1)

ADJOURNMENT

At 11:12 a.m., by motion of Ms. Lisa Kinnemore and a second from Ms. Helen Rice, a unanimous affirmative vote was given to adjourn. The next regular State Board meeting is scheduled for March 23-24, 2021.

Respectfully Submitted,

Julie James
Recording Secretary

SETTLEMENT AGREEMENT
AND FULL AND FINAL RELEASE OF ALL CLAIMS

1.

FOR AND IN CONSIDERATION of the agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, BETTY D. JONES (hereinafter “Plaintiff”), for herself, her attorneys, her heirs, her executors, administrators, successors and assigns, does hereby fully, finally and forever release and discharge the State of Georgia, THE GEORGIA DEPARTMENT OF EDUCATION (“GaDOE”), THE GEORGIA STATE BOARD OF EDUCATION (“GBOE”) and all current and former agents, administrators, directors, supervisors, and other officials and employees thereof, (hereinafter collectively referred to as “Defendants,” with Plaintiff and Defendants collectively referred to as “Parties”), from all claims, demands, actions, causes of action, suits, damages, losses and expenses of any and every nature and description whatsoever up to the present time, whether known or unknown, foreseen or unforeseen, and including, but not limited to, those claims asserted or which might have been asserted by or on behalf of Plaintiff against the State of Georgia, Defendants, and all of Defendants’ agents and/or officials and employees, administrators, or former officials and employees as a result of her employment with the Georgia Department of Education, and as referenced in the case of *Betty D. Jones v. Georgia State Board of Education*, Civil

Action No. 2021CV345689, filed in the Superior Court of Fulton County (“the Lawsuit”).

2.

This Agreement is a full and final release of all claims and it specifically includes, but not by way of limitation, all claims asserted by or on behalf of Plaintiff against the State of Georgia, Defendants, and all of Defendants’ agents, officials, employees and/or former employees, together with any and all claims which might have been asserted by or on behalf of Plaintiff in any suit, claim, or grievance for or on account of any matter or things whatsoever through and including the date of this Agreement. This Agreement includes, but not by way of limitation, the Lawsuit, and any claims, suits, causes of action or grievances Plaintiff may possess against the State of Georgia, Defendants, and all of Defendants’ agents and/or officials and employees, administrators, or former officials and employees arising under the Georgia Whistleblower Act (O.C.G.A. § 45-1-4), Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e, *et seq.*, 42 U.S.C. § 1981, 42 U.S.C. § 1983, the Age Discrimination in Employment Act, the United States and State of Georgia Constitutions, the Georgia Tort Claims Act, and any other of the several state and federal statutes relating to claims, suits, causes of action or grievances for employment discrimination and/or employment-related deprivations of rights.

3.

Consideration Period: Plaintiff is advised that she has up to twenty-one (21) calendar days to consider this Agreement. Plaintiff acknowledges that she is represented and has had the benefit of conferring with her counsel. Plaintiff may revoke this agreement for a period of seven (7) calendar days following the day Plaintiff signs this Agreement. Any revocation within this period must be submitted, in writing, to Counsel for Defendant. Plaintiff agrees that any modifications, material or otherwise, made to this Agreement, do not restart or affect in any manner the original up to twenty-one day consideration period. Plaintiff freely and knowingly, and after due consideration, enters into this agreement intending to waive, settle, and release all claims she has or might have against the State of Georgia, Defendants, and all of Defendants' agents, officials, employees and/or former employees.

4.

Plaintiff represents and warrants that no one other than herself is entitled to assert any claims of any kind or character based on or arising out of and alleged to have been suffered by her as a consequence of her employment and/or relationship with Defendants.

5.

The terms and conditions set out herein are in compromise and settlement of disputed claims, the validity, existence or occurrence of which is expressly denied

by Defendants. This Agreement shall not be construed as an admission by any party of any liability or wrongdoing.

6.

As consideration for the mutual promises, covenants and agreements contained herein, the Georgia Department of Education (and the Georgia Department of Administrative Services (“DOAS”)) shall pay to Plaintiff the total amount of THIRTY-FOUR THOUSAND DOLLARS (\$34,000.00) (“the Settlement Amount”). The Settlement Amount shall be paid as non-wage compensatory damages in full and final settlement of all claims which were or could have been asserted in the Lawsuit. The Settlement Amount shall be delivered in two checks, as follows:

1. Within thirty (30) days of the execution of the Agreement by all Parties, GaDOE will issue one (1) check made payable to “The Kirby G. Smith Law Firm, LLC” in the amount of \$10,000; and
2. Within thirty (30) days of the execution of the Agreement by all Parties, DOAS will issue one (1) check made payable to “The Kirby G. Smith Law Firm, LLC” in the amount of \$24,000.

The above-referenced payments shall be delivered to The Kirby G. Smith Law Firm, LLC 4488 North Shallowford Road, Suite 105, Atlanta, GA 30338.

7.

As further consideration for the mutual promises, covenants and agreements contained herein, the Georgia Department of Education agrees to provide Plaintiff with a neutral reference letter, upon request to Human Resources, to include confirmation of Plaintiff's: job title, salary, and dates of employment. Plaintiff, or a potential employer, may contact Human Resources for the Georgia Department of Education at (404) 656-2510 regarding a neutral reference letter or for information confirming Plaintiff's: job title, salary, and dates of employment.

8.

For the amounts specified in Paragraph 6 above, Defendants and/or DOAS will issue IRS Form 1099s to Plaintiff and to The Kirby G. Smith Law Firm, LLC, as applicable. It will be the sole responsibility of Plaintiff and Plaintiff's attorney to pay taxes due on the Settlement Amount, if any. Plaintiff agrees to defend, indemnify, and hold Defendants and DOAS harmless from and against any and all third-party claims, together with any interest, penalties, fines or sanctions, or other remedies assessed or imposed against Defendants that arise out of or are related to Plaintiff's failure to pay any taxes applicable to the settlement proceeds.

9.

As further consideration of the mutual promises, covenants, and agreements referred to herein, Plaintiff agrees to provide Defendants' counsel with executed

W-9's for Plaintiff and for The Kirby G. Smith Law Firm, LLC within five (5) days of the execution of this Agreement by all parties.

10.

As further consideration of the mutual promises, covenants, and agreements referred to herein, Plaintiff agrees that, within five (5) days after the receipt of all payments referred to herein, Plaintiff shall file dismissals of the above-styled Lawsuits, with prejudice.

11.

Plaintiff affirms that the only consideration for signing this Agreement are the terms stated above; moreover, that no other promise or agreement of any kind has been made to or with her by any persons or entity to cause her to execute this Agreement, and that she fully understands the meaning and intent of this Agreement, including but not limited to its final and binding effect.

12.

This Agreement supersedes all prior written and oral understandings, promises, and agreements between the Plaintiff and Defendants and may not be altered, amended, or modified in any respect, except in writing, duly executed by all the Parties.

13.

All agreements and understandings embodied and expressed in the terms of this Agreement are contractual and are not mere recitals and this Agreement is made and entered into in the State of Georgia, and shall in all respects be interpreted, enforced, and governed under the laws of said State. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties.

14.

Should any provision of this Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be part of this Agreement.

15.

This Agreement may be executed in multiple counterparts and all counterparts shall constitute one agreement binding on each of the Parties hereto, regardless of whether each party hereto is a signatory to the same counterpart. Electronic and scanned signatures in lieu of original signatures are acceptable. This Agreement shall become effective upon the date of the last signature affixed below.

16.

THE UNDERSIGNED FURTHER STATE THAT THEY HAVE

CAREFULLY READ THE WITHIN AND FOREGOING SETTLEMENT AGREEMENT AND FULL AND FINAL RELEASE OF ALL CLAIMS AND KNOW AND UNDERSTAND THE CONTENTS THEREOF AND THAT THEY EXECUTED THE SAME OF THEIR OWN FREE ACT AND DEED.

IN WITNESS thereof, the undersigned have hereunto set their hands and

seal.


Betty D. Jones

Date: 2/28/22

Jason Downey
Chair, Georgia State Board of Education

Date: _____

Georgia Department of Administrative
Services

Date: _____

Approved as to form:



Kirby G. Smith
Attorney for Plaintiff
Date: 3/1/22

Ryan A. Kolb
Attorney for Defendants
Date: _____