

March 25, 2018

Investigator Bethune  
EEOC, Atlanta District Office  
100 Alabama Street S.W.  
Suite 4R30  
Atlanta, GA 30303

Re: *Nicole Jenkins v. CJCC*  
EEOC Charge No.: 410-2018-00429

Investigator Bethune:

On January 12, 2018, the Criminal Justice Coordinating Council (CJCC) responded to the EEOC charge of discrimination filed by our client, Nicole Jenkins. CJCC's response omits the detailed information which supports my client's claims. Ms. Jenkins, by and through her undersigned counsel, responds to the Employer Position statement to correct, clarify and supplement, as follows.

Ms. Jenkins has worked in state government for 18 years, and the last 10 years were with the CJCC. Ms. Jenkins started working as a Program Director in 2006, and was promoted to Division Director in August 2012. Ms. Jenkins regularly received promotions and raises, and had absolutely no issues recorded with her performance until the date that Jay Neal, a Caucasian male, assumed control as her supervisor in July 2016. The CJCC would have the EEOC believe that Ms. Jenkins was a poorly performing employee, but the facts of Ms. Jenkins' long and positive history at the CJCC directly contradicts such a self-serving assertion.

Overall, CJCC's response obfuscates and/or ignores a few of the most central facts regarding Complainant's claim. First, Ms. Jenkins was the only African-American female in a Division Director position. Her comparators are the other three Division Directors, not lower level program managers. It is well developed that while some companies may not discriminate against the hiring of employees, they will discriminate against the advancement of particular categories of employees, as is the case here. Specifically, Jay Neal had difficulty adjusting to an African-American female in a position of significant power.

Second, CJCC's response ignores the period of alleged harassing conducted from July 2016 through March 2017. This conduct included isolating Ms. Jenkins from meetings, and having other male employees attend meetings in her place in order to report to Neal. In another instance in January 2017, Complainant was denied a basic request for brief medical leave, and required to submit FMLA paperwork that her colleagues were not required to submit. Ms. Jenkins was also required to skip medical appointments for meetings that her peers were not required to attend, without any plausible justification. Ms. Jenkins was also denied requests for information necessary for the performance of her position (state job codes) which was provided for her peers.

Further, Ms. Jenkins was never notified of important meetings with stakeholders, but her male peers were invited to attend. Finally, when Neal alleged that Ms. Jenkins suddenly had complaints from her subordinates, he never provided sufficient information for Ms. Jenkins to address the complaint or the alleged behavior. Rather, Neal used alleged ambiguous complaints as an ever moving target in order to harass Ms. Jenkins and provide a pretext for her removal.

Third, the CJCC provides erroneous mischaracterizations of Ms. Jenkins' projects and workload, in order to justify her unlawful removal. As Ms. Jenkins explains:

- **PUSH PERIODS:** *“The push was never a business model, it was a business necessity created out of the lack of IT support, failing equipment, a failing claims management system, and phones that were experiencing continuous problems. This resulted in claims going unprocessed, and numerous calls from angry victims and service providers. There were key factors that affected why we needed to push including those listed above. This was not the ideal way to function and therefore we always knew we needed to look at new equipment, a new system, and suring up the IT support so that we could effectively manage the work load and the payout. Under the leadership of several executive directors, attempts were made to secure the technology support that was needed to effectively do this work, to no avail. In 2014 when Director Cotton came aboard he specifically asked management to share their concerns and the*

*priorities that he should focus on for the respective Divisions. I submitted a document to him outlining the priorities as a serious lack of IT support, the need for a new claims management system, regaining access to the Medicaid portal, managing the customer service throughout the agency, telecommunications, an e-business portal, finalizing a marketing contract, major personnel concerns including a review of salaries for the division staff and the need for additional positions within the Division, Training and professional development, as well as staff incentives/morale. The greatest issue was a critical need for a new claims management system, as the current system (i.e., CMIS) was truly failing. There are endless emails that include Deputy Hatfield, where CMIS would be down for hours or intermittently down for days at a time. This greatly affected productivity and often resulted in staff having to do double work. They would have to write the information manually and then whenever the system was back up, they had to again enter the same data into the system. This was occurring incessantly. Consequently, when the system was functional, we really had to “push” to make up for the downtime. Otherwise, this would severely impact our overall payout thus negatively affecting victims and service providers that were depending on our payments, as well as the overall agency goals. Deputy Hatfield, under the leadership of Director Bunn, applauded these efforts as well as the payouts, but now characterizes the “push” in terms of causing other divisions to be overloaded. In fact, not having the technology support that we needed to function normally is what actually drove the need to push.”*

- **SLALOM PROJECT:** *“Deputy Hatfield signed and provided oversight of the contracts and extensions. At no time throughout this project, until Director Neal’s appointment, had he discussed concerns with my work performance, or blamed me for the cost extensions. In fact, he noted that I did a good job when Slalom submitted a change request, and after reviewing the document and further discussions with Slalom, and me specifically holding Slalom accountable for initial contract items, Slalom removed 24k from the cost...Because of the complexity of this project, and the previous experience with other*

vendors, we understood that that there may be extensions or additional costs based on the needs identified throughout the process. However, there were other issues that impacted the cost and time deliverables of the project. For example, when we first started with Slalom, they had one team that did the discovery phase.... During this time, many promises were made by the Slalom team and many assurances were given for how things would be built, as well as expectations set for certain features and functionality. Since the Slalom team lead, Rachel, was expecting we understood at some point there would be a replacement, we were told it would be a smooth transition. However, when the entire Slalom team changed unexpectedly, I was very concerned that there was no transfer of knowledge, we were having to start from scratch, and the things that we were once promised were being changed shifted or eliminated. I immediately shared my concerns with Director Bunn and Deputy Director Hatfield. I shared that I felt we needed to hold Slalom accountable for what they agreed to and to make sure that we ended up with the system that was conducive to the work that we did, given the money we had already paid to Slalom. Both Director Bunn and Deputy Hatfield at that time agreed. In fact, Deputy Hatfield noted that we were going to be paying them a lot of money to build a system and we should hold their feet to the fire. At that time, a meeting was scheduled with Slalom, and that is when Carl Newton, Managing Partner became involved. He assured us things would get back on track, asked us to work with the new team and made concessions in the pricing as well. This total team change produced tension at times, as while we conceded on some things, we stuck to holding them accountable for some of the critical items their previous team promised. However, at no time was I disrespectful or displayed the behavior described... In addition, extensions occurred after Nathan, Deputy Hatfield and Director Neal took the lead over the Slalom meetings/project.....

- **GOLIN PROJECT:** “This contract started as a piggyback contract with Golin’s work with Economic Development, which Nathan and the previous Deputy director handled. Deputy Hatfield was responsible

*for oversight of the contract. I met with Deputy Hatfield in July 2014 to discuss moving from a fee-based to a deliverables-based contract, shared my concerns and why I thought that was best over the general monthly fee, which although was best at the time of the piggyback, would not be needed with a sole-source contract. I discussed this again with Deputy Hatfield in 2015 and early 2016 before being out unexpectedly with a death in the family. As such when, Shawana Ducksworth sent an email on March 23, 2016 inquiring about the \$30,000 contract balance, and an outstanding invoice for \$34,000, I deferred to Deputy Hatfield, as again I was responsible for the programmatic side of the project, and ensuring the items on the SOW were completed, and he handled contract approval and discussions with Golin.”*

Fourth, the CJCC hired an African-American female to replace Ms. Jenkins after they learned in early October 2017 that she was pursuing an EEO complaint. Initially, Ms. Jenkins was replaced by employee(s) not of her protected categories. Fourth, CJCC admits that every division had negative feedback when Neal assumed his position and conducted interview. However, the only division director to be removed was the only African-American female.

Finally, it is notable that the CJCC concedes that it did not apply its progressive discipline policy to Ms. Jenkins. The CJCC admits that in the first meeting to counsel Ms. Jenkins regarding her alleged deficiencies, after a decade of service, Neal in fact terminated Ms. Jenkins’ employment. This is especially notable given a prior instance when one of the program directors, Juanisha Lawson, requested a meeting about her concerns with one of the temporary staff who was functioning in the role of an advocate. Although Ms. Lawson provided documentation of lack of performance, an IT report with her time spent on the internet, as well as evidence of her fudging her work time, Ms. Lawson was asked to work with her, have a conversation again for the third time about her performance, share the documentation with her, and then give her an opportunity to improve. This is in stark contrast with Neal’s treatment, i.e. immediate dismissal, of Ms. Jenkins, a long-tenured employee with no prior history of discipline.

Please note that we have documentation, emails, and timelines regarding the above events. Please let us know if you would like any further information or documentation of these allegations. Please also note that Ms. Jenkins is happy to be interviewed or attempt mediation with the Employer in this case.

Thank you for your assistance in her claims.

Sincerely,

**s/ Adian R. Miller**

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