

**STATE BOARD OF EDUCATION**

**STATE OF GEORGIA**

**GARY SPRADLIN,**

**Appellant,**

**vs.**

**CARROLLTON CITY  
BOARD OF EDUCATION,**

**Appellee.**

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**CASE NO. 1996-53**

**DECISION**

This is an appeal by Gary Spradlin (Appellant) from a decision by the Carrollton City Board of Education (Local Board) not to renew his teaching contract because the program in which he taught was canceled. Appellant claims the Local Superintendent failed to follow the Local Board's reduction-in-force policy by not offering him another position. The Local Board's decision is sustained.

Appellant taught automotive technology in the Carrollton High School. During the 1995-1996 school year, the Local Board decided to cancel the automotive technology program. On April 12, 1996, the Local Superintendent notified Appellant that his teaching contract would not be renewed because of the cancellation. Appellant asked for a hearing before the Local Board under the provisions of O.C.G.A. §§ 20-2-940 *et seq.*

During the hearing before the Local Board, Appellant argued that the Local Superintendent failed to follow the Local Board's reduction-in-force policy because he was not offered two new positions created in other programs as a part of the reorganization. On appeal to the State Board of Education, Appellant also argues that the Local Superintendent failed to follow the Local Board's policy.

The Local Board's reduction-in-force policy requires the Local Superintendent to consider such factors as professional expertise, effectiveness, job performance, tenure status, certification level, and length of continuous service in developing a reduction-in-force plan. Appellant argues that these considerations place a requirement upon the Local Board to place him in another position. As argued by the Local Board, however, the factors set out in the Local Board's policy necessarily are only applicable in situations where less than an entire program is eliminated and choices have to be made to determine which employees will

be retained and which will not be renewed. If an entire program is eliminated so that such choices do not have to be made, the factors contained in the Local Board's policy are inapplicable.

Under Appellant's interpretation, the Local Superintendent would have to compare all teaching positions and terminate the contract of another teacher if Appellant rated higher under the considerations, even if the other teacher's program was not being reduced or eliminated. We do not believe that the Local Board's policy requires the non-renewal of a teacher whose program is not being eliminated. The State Board of Education, therefore, concludes that the Local Superintendent did not commit any errors in recommending non-renewal of Appellant's teaching contract.

Based upon the foregoing, it is the opinion of the State Board of Education that the Local Board has shown that it eliminated the automotive technology program, Appellant was provided due process, and there was no need to offer Appellant another teaching position. The Local Board's decision, therefore, is  
SUSTAINED.

This 14th day of November, 1996.

Robert M. Brinson  
Vice Chairman for Appeals