

STATE BOARD OF EDUCATION

STATE OF GEORGIA

TONITA HAINES,	:	
	:	
Appellant,	:	CASE NO. 2011-19
	:	
vs.	:	
	:	
MARIETTA CITY	:	
BOARD OF EDUCATION,	:	DECISION
	:	
Appellee.	:	

This is an appeal by Tonita Haines (Appellant) from a decision by the Marietta City Board of Education (Local Board) not to renew her teaching contract for the 2010-2011 school year as a reading specialist due to a reduction-in-force under the provisions of O.C.G.A. § 20-2-940(a)(6). Appellant claims that a reduction-in-force did not occur; that there was only a change in the method of presenting the reading material. The Local Board’s decision is SUSTAINED.

Appellant was a reading specialist in the Marietta City High School with a certificate only as a reading specialist. For three years, the school system used a reading program designated as Read 180 in an effort to increase the reading ability of its students. The Read 180 program involved Appellant providing students with special reading instruction during periods when they were not attending core curriculum classes. Under this approach, the school system did not obtain full-time equivalence¹ points for the time the students were receiving instruction from Appellant.

During the 2009-2010 school year, the high school principal decided to institute a new approach to reading that was designated “Target Read”, which involved the providing of reading instruction during core curriculum periods.² Target Read is a program designed by the principal and the secondary literacy coach from the central office. The new design required the teachers to be certified in a core curriculum, and not reading, so that reading became one of the elements of the core curriculum rather than a separate discipline. While the program was being designed, the principal advised Appellant that she needed to obtain an additional core curriculum certification so that she

¹ Full-time equivalence is a method for determining the amount of state funding provided to local school systems.

² During a test of the Target Read approach, students made a two-year four-month gain under the Target Read program whereas the students under the Read 180 program with Appellant advanced only eight months during the same time period.

could continue working but Appellant did not make an effort to obtain a core curriculum certification.

Since Appellant did not have a core curriculum certification, the Local Board did not renew her contract at the end of the 2009-2010 school year, citing a reduction-in-force as the reason. Appellant requested a hearing, which was granted, and the Local Board adopted a tribunal's recommendation not to renew Appellant's contract. This appeal followed.

O.C.G.A. § 20-2-940(a)(6) provides for the non-renewal of a teacher's contract if there has been a "cancellation of programs". The issue in this case is whether a change in methodology constitutes the requisite "cancellation of programs" of O.C.G.A. § 20-2-940(a)(6). We conclude that it does.

Appellant claims that the "reading program" has not been eliminated; only its method of presentation has changed, and a change in the method of presentation does not constitute the cancellation of a program. Although the method of presenting reading changed, the reading population also changed³, as did the teacher certification requirements. Under the Read 180 program, students were presented reading as a separate module where only a reading specialist certification was necessary. Under Target Read, students are giving reading instruction while they are learning a core curriculum, thus requiring the teacher to be certified in a core curriculum for the school district to maintain its No Child Left Behind standards. We thus conclude that there was a cancellation of a program, Read 180, which was a stand-alone program, and the implementation of a new program, Target Read, with different teacher certification requirements, which Appellant did not meet.

Based upon the foregoing and a review of the record, it is the opinion of the State Board of Education that there was evidence to support the decision of the Local Board and the Local Board's decision was not arbitrary or capricious. Accordingly, the Local Board's decision is
SUSTAINED.

This _____ day of January 2011.

MARY SUE MURRAY
Vice Chair for Appeals

³ The Target Read program is designed to be presented to ESOL (English as a second language) and special education students, whereas Read 180 was provided for regular education students.