

COURT OF APPEALS OF ARKANSAS, DIVISION III

Joyce Asberry v. Little Rock School District

2025 Ark. App. 584 (Ark. Ct. App. 2025) · No. CV-24-688 · Decided December 3, 2025

SUMMARY

The Arkansas Court of Appeals affirmed summary judgment for the Little Rock School District in Joyce Asberry’s challenge to the nonrenewal of her teaching contract. The court held that the district’s five-percent reduction-in-force threshold complied with Arkansas law and that the threshold was not triggered by the applicable workforce reduction. The court declined to review Asberry’s argument concerning the validity of the nonrenewal reason because the circuit court had not ruled on that issue.

CASE DETAILS

COURT	Court of Appeals of Arkansas, Division III
WRITING FOR THE COURT	Kenneth S. Hixson; Chief Judge Klappenbach; Judge Barrett
JURISDICTION	Arkansas Court of Appeals, Division III
DECIDED	December 3, 2025
DOCKET	CV-24-688
DISPOSITION	affirmed
PROCEDURAL POSTURE	Appeal from an order granting the Little Rock School District's motion for summary judgment in an action alleging that the nonrenewal of Asberry's teaching contract violated the Teacher Fair Dismissal Act.
STANDARD OF REVIEW	Summary judgment is proper when no genuine issue of material fact exists and the moving party is entitled to judgment as a matter of law. When parties file cross-motions for summary judgment, they essentially agree that no material facts remain. Issues of law, including statutory-construction issues, are reviewed de novo.
PRECEDENTIAL VALUE	Published
PARTIES	Joyce Asberry v. Little Rock School District

TOPICS

- employment law
- statutory interpretation
- summary judgment
- preservation of error
- appellate procedure

PRACTICE AREAS

QUESTIONS PRESENTED

1. Whether the Little Rock School District's five-percent threshold for triggering reduction-in-force procedures was invalid or unenforceable under Arkansas law.
2. Whether the District violated the Teacher Fair Dismissal Act by failing to follow its own reduction-in-force policy.
3. Whether the District violated the Teacher Fair Dismissal Act by nonrenewing Asberry's contract for an invalid reason, and whether that issue was preserved for appellate review.

HOLDINGS

1. The Little Rock School District's policy defining a reduction in force as a reduction of five percent or more in certified personnel was valid and complied with Arkansas Code Annotated section 6-17-2407. The statute does not prohibit a school district from using a threshold number to trigger reduction-in-force procedures.
2. The District did not violate the Teacher Fair Dismissal Act by failing to implement the additional reduction-in-force procedures in its policy because the five-percent threshold was not met.
3. The Court of Appeals could not review Asberry's argument that her contract was nonrenewed for an invalid reason because the circuit court did not specifically rule on that issue. The court will not presume a ruling from the circuit court's silence.

KEY QUOTATIONS

"Therefore, under the clear and unambiguous language contained in the statute, we conclude that the circuit court did not err in finding that LRSD complied with the requirements of Ark. Code Ann. § 6-17-2407." (at 8)

"We will not presume a ruling from the circuit court's silence." (at 10)

FACTUAL BACKGROUND

Joyce Asberry was a licensed teacher employed by the Little Rock School District during the 2019–2020 school year. The District reorganized several high schools, declared positions vacant, and advised employees that those who did not obtain open positions could be recommended for nonrenewal. Asberry applied unsuccessfully for multiple positions, and her contract was not renewed after a hearing. The District presented evidence that its teaching workforce declined by 30 employees, or 1.6 percent, between the relevant school years, below its policy's five-percent reduction-in-force threshold and within its normal attrition rate.

PROCEDURAL HISTORY

Asberry filed a complaint in the Pulaski County Circuit Court in 2023 challenging the 2020 nonrenewal of her teaching contract. The parties filed cross-motions for summary judgment, and the circuit court granted the District's motion on July 8, 2024. Asberry timely appealed, and the Court of Appeals affirmed.

DISPOSITION

affirmed

CASES CITED

- Baker v. Dir., 2017 Ark. App. 593, 534 S.W.3d 742
- Burkett v. Exxon Tiger Mart, Inc., 2009 Ark. App. 93, 304 S.W.3d 2
- Cockrell v. Union Planters Bank, 359 Ark. 8, 194 S.W.3d 178 (2004)
- Rodgers v. Ark. Parole Bd., 2024 Ark. 176, 700 S.W.3d 876
- Worsham v. Bassett, 2016 Ark. 146, 489 S.W.3d 162
- Pillow v. Dir., 2024 Ark. App. 76, 684 S.W.3d 302
- Overton v. Little Rock School District, 2025 Ark. App. 123, 708 S.W.3d 813
- Bentonville Sch. Dist. v. Sitton, 2022 Ark. 80, 643 S.W.3d 763
- Doe v. Baum, 348 Ark. 259, 72 S.W.3d 476 (2002)
- E-Z Cash Advance, Inc. v. Harris, 347 Ark. 132, 60 S.W.3d 436 (2001)
- Barker v. Clark, 343 Ark. 8, 33 S.W.3d 476 (2000)
- TEMCO Constr., LLC v. Gann, 2013 Ark. 202, 427 S.W.3d 651