

SUPREME COURT OF TENNESSEE

Randy Arnwine v. Union County Board of Education, et al.

Randy Arnwine v. Union County Board of Education, et al. · No. E2001-02719-SC-R11-CV · Decided
November 7, 2003

SUMMARY

The Tennessee Supreme Court held that a local school board lacked statutory authority to enter into a four-year employment contract with an assistant superintendent. Applying Dillon's Rule and the education statutes governing teacher employment, the court classified the assistant superintendent as a teacher and concluded that the statutes did not authorize multi-year contracts for that position. The court affirmed the Court of Appeals' judgment invalidating the contract.

CASE DETAILS

COURT	Supreme Court of Tennessee
WRITING FOR THE COURT	Adolpho A. Birch, Jr.; Frank F. Drowota, III, Chief Justice; E. Riley Anderson; Janice M. Holder; William M. Barker
JURISDICTION	Tennessee
DECIDED	November 7, 2003
DOCKET	E2001-02719-SC-R11-CV
DISPOSITION	affirmed
PROCEDURAL POSTURE	Arnwine appealed by permission to the Tennessee Supreme Court from the Court of Appeals' reversal of a chancery court judgment validating his four-year employment contract with the Union County Board of Education.
STANDARD OF REVIEW	De novo, with no presumption of correctness, because the scope of a local government's authority is a question of law.
PRECEDENTIAL VALUE	Published Tennessee Supreme Court opinion; binding precedent in Tennessee.
PARTIES	Randy Arnwine v. Union County Board of Education, David F. Coppock

TOPICS

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QUESTIONS PRESENTED

1. Whether a local school board has statutory authority to enter into a multiyear employment contract with an assistant superintendent.
2. Whether Tennessee Code Annotated section 7-51-903, which generally authorizes municipalities to enter into long-term contracts, authorizes a school board to enter into a multiyear employment contract with an assistant superintendent.

HOLDINGS

1. An assistant superintendent fits within the statutory category of a supervisor and therefore is a teacher for purposes of the Tennessee education statutes governing employment contracts.
2. A local school board lacks statutory authority to enter into a multiyear employment contract with an assistant superintendent because an assistant superintendent is a teacher and the education statutes do not expressly or impliedly authorize multiyear teacher contracts.
3. Tennessee Code Annotated section 7-51-903 does not authorize a school board to enter into a multiyear employment contract with a teacher or assistant superintendent because the specific education-employment statutes control over the general municipal contracting statute.

KEY QUOTATIONS

“Thus, ‘absent some indication to the contrary, the General Assembly must be presumed to have endowed local governments with only as much authority as it has granted through the language of its delegation.’” (at 3)

“‘At its most basic level, Dillon’s Rule is a canon of statutory construction that calls for the strict and narrow construction of local governmental authority.’” (at 3-4)

“Specific statutory provisions control over conflicting general provisions.” (at 5)

FACTUAL BACKGROUND

Randy Arnwine had worked for the Union County school system since 1979 and served in several positions, including Personnel, Safety, and Transportation Supervisor. In July 2000, the Union County Board of Education voted to add the title of assistant superintendent to Arnwine's other titles, and a four-year contract was later signed by Arnwine and the Board chairman, although the full Board did not discuss or sign the contract. After the chairman left the Board, the Director of Schools transferred Arnwine to an in-school detention monitor position and later assigned him as a teacher, prompting Arnwine to seek a declaratory judgment that the contract was valid and enforceable.

PROCEDURAL HISTORY

The Union County Chancery Court found that the parties' four-year contract was valid and held that, although Arnwine could be transferred, his salary could not be reduced during the contract term. The Court of Appeals reversed, concluding that the Board lacked statutory authority to enter into a multiyear employment contract with an assistant superintendent. The Tennessee Supreme Court granted permission to appeal and affirmed the Court of Appeals.

DISPOSITION

affirmed

CASES CITED

- S. Constructors, Inc. v. Loudon County Bd. of Educ., 58 S.W.3d 706, 710 (Tenn. 2001)
- City of Nashville v. Linck, 80 Tenn. (12 Lea) 499 (1883)
- Arnwine v. Union County Bd. of Educ., No. E2001-02719-COA-R3-CV, 2002 WL 869960, at *3-*4 (Tenn. Ct. App. Nov. 4, 2002)
- Washington County Bd. of Educ. v. MarketAmerica, Inc., 693 S.W.2d 344, 345, 348-49 (Tenn. 1985)
- Dobbins v. Terrazzo Mach. & Supply Co., 479 S.W.2d 806, 809 (Tenn. 1972)
- Woodroof v. City of Nashville, 192 S.W.2d 1013, 1015 (Tenn. 1946)