

Commonwealth of Kentucky

Court of Appeals

NO. 2006-CA-001589-MR

PAMELA MULLINS

APPELLANT

v. APPEAL FROM MARTIN CIRCUIT COURT
HONORABLE DANIEL SPARKS, JUDGE
ACTION NO. 06-CI-00164

MARTIN COUNTY BOARD OF EDUCATION,
A BODY CORPORATE; AND MARK BLACKBURN, IN HIS
OFFICIAL CAPACITY AS SUPERINTENDENT OF THE
MARTIN COUNTY SCHOOLS

APPELLEES

OPINION
REVERSING

** ** * ** * ** *

BEFORE: ABRAMSON AND TAYLOR, JUDGES; KNOPF,¹ SENIOR JUDGE.

KNOPF, SENIOR JUDGE: The sole issue in this appeal is whether KRS

160.345(2)(b)(1) permits the involuntary transfer of a teacher who is a school-based decision making (SBDM) council representative to another school after election, but before the term commences. We reverse.

¹ Senior Judge William L. Knopf, sitting as Special Judge by assignment of the Chief Justice pursuant to Section 110(5)(b) of the Kentucky Constitution and KRS 21.580.

The facts are not in dispute. Appellant, Pamela Mullins, is a tenured teacher employed by the Martin County Board of Education (Board). For the past seven years, Mullins has been a teacher at Inez Elementary School. Mullins has served as a SBDM representative for Inez Elementary for the 2004-2006 term which ended on June 30, 2006. On April 14, 2006, Mullins was again nominated to be a SBDM representative for the school. The election was held on May 1, 2006, and Mullins was re-elected to another consecutive term. Mullins's new term would commence on July 1, 2006, and expire on June 30, 2008. On May 5, 2006, Mullins received a placement letter from Martin County School Superintendent, Mark Blackburn, which notified her that she would be transferred to Warfield Elementary School, effective July 1, 2006, for the 2006-2007 school year. Mullins contacted Superintendent Blackburn and informed him that she could not be transferred pursuant to KRS 160.345(2)(b)(1). However, Superintendent Blackburn sent Mullins a second notice confirming his decision to transfer her to Warfield Elementary. On June 12, 2006, Mullins filed a complaint and petition for injunctive relief in Martin Circuit Court. The trial court denied her petition. This Court granted Mullins's motion for emergency and interlocutory relief. Currently, Mullins continues to teach at Inez Elementary and to serve on the school's SDBM council pending the resolution of this appeal.

The basis of the trial court's ruling was its finding that "...a term on a council begins July 1 of any given year and ends June 30 of the next year. That the act of

notice that a transfer will take effect on July 1 is not a transfer during a term.” KRS 160.345(2)(b)(1) states:

The teacher representatives shall be elected for one (1) year terms by a majority of the teachers. A teacher elected to a school council **shall not be involuntarily transferred during her term of office.** The parent representatives shall be elected for one (1) year terms. The parent members shall be elected by the parents of students preregistered to attend the school during the term of office in an election conducted by the parent and teacher organization of the school, or if none exists, the largest organization of parents formed for this purpose. **A school council, once elected, may adopt a policy setting different terms of office for parent and teacher members subsequently elected.** The principal or head teacher shall be the chair of the school council.

(emphasis added). When interpreting a statute, courts must first look to its words, which are decisive if they are clear. *Gateway Construction Co. v. Wallbaum*, 356 S.W.2d 247, 249 (Ky. 1962). The words of a statute are to be construed according to their plain, ordinary, and everyday meaning. *Id.*

The words of KRS 160.345(2)(b)(1) as quoted above are plain and unambiguous. Moreover, the facts here are undisputed. The Board argues that the transfer did not take place during Mullins's term of office because notification of the transfer occurred after she was elected, but before she took office as representative for her new term. Mullins was first elected as a SBDM representative in 2004 and her first term expired on June 30, 2006.² Therefore, the notification of the transfer occurred before her first term had even expired. The Board's argument fails because the notification and

² Pursuant to the Inez Elementary School bylaws, SBDM teacher representatives serve two year terms as permitted by KRS 160.345(2)(b)(1).

purported transfer undoubtedly occurred during Mullins's first term of office. The trial court's finding that the transfer was permissible because it would not take effect until the next term also is arbitrary and unsupported by the record. If the purported transfer would both occur and take effect on July 1, 2006, then that is still a transfer during a term of office. Mullins was already in office when she was elected on May 1, 2006, to a second term as representative. The second term commenced on July 1, 2006, the day after her first term concluded. The first day of a term of office occurs during the term. Mullins was a SBDM representative at all relevant times during this controversy and is protected from an involuntary transfer by KRS 160.345(2)(b)(1).

Accordingly, the order of the Martin Circuit Court is reversed.

ALL CONCUR.

BRIEFS FOR APPELLANT:

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