

Bond Case Briefs

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EDUCATION FUNDING - GEORGIA

Jackson County Board of Education v. City of Commerce Board of Education

Court of Appeals of Georgia - February 13, 2023 - S.E.2d - 2023 WL 1957290

County board of education filed declaratory judgment action seeking declaration that written agreement it entered into with city board of education was in effect and enforceable.

The trial court granted city board's motion to dismiss and/or for judgment on the pleadings, finding agreement unenforceable pursuant to the Intergovernmental Contracts Clause of the Georgia Constitution. County board's application for interlocutory review was granted, and appeal was transferred from Supreme Court.

The Court of Appeals held that county board sufficiently alleged that agreement was for the provision of services, precluding judgment on the pleadings as to county board's declaratory-judgment claim.

County board of education sufficiently alleged that agreement between city and county boards, which provided that boards would share tax revenue for education of students residing within one district that attended schools in other district, known as "crossover students," was a contract for the provision of services, so as to preclude judgment on the pleadings on county board's declaratory-judgment claim asserting that agreement complied with Intergovernmental Contracts Clause of State Constitution; agreement tied revenue-sharing, which was based on per pupil tax base, to service being provided, which was to educate crossover students, taxes being divided could only be used to support public schools, and both boards educated crossover students while agreement was suspended.