

Bond Case Briefs

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EDUCATION - ARKANSAS

Arkansas Department of Education v. Jackson

Supreme Court of Arkansas - June 15, 2023 - 2023 Ark. 105 - 669 S.W.3d 1

Plaintiffs, who were individuals connected either by employment, residence, or otherwise to public school district that had been taken over by the State Board of Education due to minimum-enrollment concerns, moved for a temporary restraining order (TRO) in its lawsuit for a declaratory judgment that the LEARNS Act's emergency clause, pursuant to which the Secretary of Education, who was acting as district's school board, entered into a transformation contract with charter school management company, was ineffective.

The Circuit Court entered order granting the TRO. Defendants appealed.

The Supreme Court held that:

- Payments that district would make to management company under transformation contract could not be irreparable harm;
- Nonrenewal of employment contracts and other adverse effects related to those nonrenewals could not be irreparable harm;
- Risk of district being involuntarily consolidated, dissolved, or divided in retaliation for lawsuit could not be irreparable harm;
- Alleged lack of an opportunity of district residents to participate in and provide feedback on transformation contract could not be irreparable harm; and
- Absence of a TRO would not impair right of ballot-question committee to pursue a citizen-initiated repeal of the LEARNS Act via referendum petition.

Payments that public school district would make to charter school management company under transformation contract could not be "irreparable harm" and thus could not support temporary restraining order (TRO) against the LEARNS Act's emergency clause, pursuant to which the Secretary of Education, who was acting as district's school board since district had been taken over by the State Board of Education due to minimum-enrollment concerns, had entered into the transformation contract; the payments were clearly monetary in nature.

Nonrenewal of employment contracts and other adverse effects related to those nonrenewals could not be "irreparable harm" and thus could not support temporary restraining order (TRO) against the LEARNS Act's emergency clause, pursuant to which the Secretary of Education, who was acting as district's school board since district had been taken over by the State Board of Education due to minimum-enrollment concerns, had entered into the transformation contract; the nonrenewals and related effects could adequately be compensated by money damages or redressed in a court of law.

Risk of public school district being involuntarily consolidated, dissolved, or divided in retaliation for lawsuit challenging validity of LEARNS Act's emergency clause could not be "irreparable harm" and thus could not support temporary restraining order (TRO) against the clause, pursuant to which the Secretary of Education, who was acting as district's school board since district had been taken over by the State Board of Education due to minimum-enrollment concerns, had entered into the

transformation contract; the risks were entirely speculative.

Absent authority granting public school district residents the right to an opportunity to participate in and provide feedback on transformation contract, the denial of such an opportunity could not be “irreparable harm” and thus could not support temporary restraining order (TRO) against the LEARNS Act’s emergency clause, pursuant to which the Secretary of Education, who was acting as district’s school board since district had been taken over by the State Board of Education due to minimum-enrollment concerns, had entered into the transformation contract.

Even if there was authority granting public school district residents the right to an opportunity to participate in and provide feedback on transformation contract, residents did have that opportunity, and thus alleged denial of such an opportunity could not be “irreparable harm” and could not support temporary restraining order (TRO) against the LEARNS Act’s emergency clause, pursuant to which the Secretary of Education, who was acting as district’s school board since district had been taken over by the State Board of Education due to minimum-enrollment concerns, had entered into the transformation contract; meeting where State Board of Education approved the contract was open to the public.

Absence of a temporary restraining order (TRO) would not impair ballot-question committee’s right to pursue a citizen-initiated repeal of the LEARNS Act via a referendum petition, and thus alleged impairment of that right could not be “irreparable harm” and could not support temporary restraining order (TRO) against the LEARNS Act’s emergency clause, pursuant to which the Secretary of Education, who was acting as public school district’s school board since district had been taken over by the State Board of Education due to minimum-enrollment concerns, had entered into a transformation contract with charter school management company.