

INTERGOVERNMENTAL AGREEMENT

The Agreement made this 17th day of Sept, 2025 between Newton County School District, acting by and through its governing authority Newton County Board of Education, hereinafter referred to as "NCSD", and Social Circle School District, acting by and through its governing authority, Social Circle Board of Education, hereinafter referred to as "SCSD".

WITNESSETH:

WHEREAS, the parties to the Agreement are both governmental units and authorized to provide the services set forth herein; and

WHEREAS, pursuant to Article IX, Section III, paragraph I of the constitution of the State of Georgia, the county and the City Boards of Education are authorized to enter into Intergovernmental Agreements for periods not exceeding fifty (50) years in connection with the activities which these governments are authorized to undertake; and

WHEREAS, a similar Agreement is currently in effect between the parties which will end November 30, 2025.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of is hereby acknowledged and in consideration of the mutual promises and undertakings contained herein, the parties hereto do hereby agree and consent to the following:

Effective beginning December 1, 2025 and concluding June 30, 2031, SCSD shall receive from NCSD payment for each student residing outside of SCSD and within the boundaries of NCSD who attend schools owned and operated by SCSD. The amount of the payment shall be computed using the following formula: Beginning in January of

2026, the total amount of NCSD M&O tax collections for the preceding calendar year shall be divided by the total number of students residing outside of SCSD and within the boundaries of NCSD, regardless of where such students attend school. That number is then multiplied by 0.9. The resulting dollar figure is then multiplied by the number of students residing in NCSD, outside the boundaries of SCSD, but attending SCSD schools, resulting in the amount due from NCSD to SCSD under this agreement.

Similarly, effective beginning December 1, 2025 and concluding June 30, 2031 NCSD shall receive from SCSD payment for each student residing outside of NCSD and within the boundaries of SCSD who attend schools owned and operated by NCSD. The amount of the payment shall be computed using the following formula: Beginning in January of 2026, the total amount of SCSD M&O tax collections for the preceding calendar year shall be divided by the total number of students residing outside of NCSD and within the boundaries of SCSD, regardless of where such students attend school. That number is then multiplied by 0.90. The resulting dollar figure is then multiplied by the number of students residing in SCSD, outside the boundaries of NCSD, but attending NCSD schools, resulting in the amount due from SCSD to NCSD under this agreement.

SCSD shall notify NCSD of the number of students attending SCSD schools who reside outside SCSD, but within the boundaries of NCSD and NCSD shall notify SCSD of the number of students attending NCSD schools who reside outside NCSD, but within the boundaries of SCDS on or before the 15th day of February of each year during the duration of the Agreement. The dollar amounts owed to each district shall

then be computed using the above formulas and compared and a balance due to one district shall be determined.

The balance due Payment, if any, shall be due from the school district owing such amount to the other within 45 days after the notice and documentation referred to above are given. The notice required herein shall be in writing and shall be delivered by the Superintendent of each district to the Superintendent of the other.

This Agreement shall become effective when executed by the Chairperson of the Newton County Board of Education, and the Social Circle Board of Education, attested by the Secretary of the Boards of Education of NCSD and SCSD and approved and ratified by Newton and Social Circle Boards of Education in open meetings by respective boards and shall expire June 30, 2031.

IN WITNESS WHEREOF, this Agreement is hereby executed in duplicate, by the duly authorized chairperson of each Board of Education; attested by the Secretary of each Board of Education and the Seal of the respective Boards of Education have been affixed hereon.

NEWTON COUNTY SCHOOL DISTRICT

By: 
Chairperson, Newton County Board of Education

Attest: 
Secretary, Newton County Board of Education

SOCIAL CIRCLE SCHOOL DISTRICT

By: 
Chairperson, Social Circle Board of Education

Attest: 
Secretary, Social Circle Board of Education