INTERLOCAL TUITION AGREEMENT

Between The

ELKO COUNTY SCHOOL DISTRICT

And The

BRUNEAU-GRAND VIEW JOINT SCHOOL DISTRICT #365

THIS INTERLOCAL TUITION AGREEMENT (the "Agreement") entered into on the 28th day of September 2026, is made by and between the Elko County School District, 850 Elm Street, Elko, Nevada 89801, a public school district and a political subdivision of the State of Nevada ("ECSD"), and the Bruneau-Grand View Joint School District #365, 39678 State Highway 78, Bruneau, Idaho 83604, a public school district and a political subdivision of the State of Idaho ("BGVSD"), on the date last written below. For the purposes of this Agreement, ECSD and BGVSD shall be jointly referred to as the "parties."

RECITAL

Pursuant to NRS Title 34 – Education, the board of trustees of a school district may, upon the approval of the Superintendent of Public Instruction (the "Superintendent"), admit to a school in its district a student who resides in an adjoining school district within Nevada or in an adjoining state. NRS 392.010.

GENERAL PROVISIONS AND EDUCATION SERVICES

1. This is a one-way agreement between the parties wherein 59 students from BGVSD, the district of residence, will be permitted to attend ECSD schools, the district of attendance.

2. Enrollment changes will be communicated from the ECSD school of attendance to the BGVSD school the student would be attending. Communication will be initiated by personnel at the school of attendance as soon as practicable after the student unenrolls or is otherwise removed from the school (expulsion, chronic absenteeism, etc.) Communication will be done by telephone if possible, and followed up with an email that documents the date and reason for the enrollment change.

3. ECSD reports daily enrollment to the Nevada Department of Education ("NDE"). NDE calculates average daily enrollment (not attendance) for apportionment purposes. While students attending ECSD from out-of-state are not entitled to Nevada apportionment funding, the same funding methodology will apply. Students from BGVSD will be charged tuition based on the total number of days they are enrolled in ECSD. Upon request, ECSD will provide records and/or audits that illustrate student enrollment to validate payments received.

4. All students enrolled in ECSD receive the same education services and access to facilities regardless of their district of residence. ECSD shall be responsible for all academic assessments.

5. For each student to be enrolled in ECSD, where a student has previously attended BGVSD, BGVSD must provide the following information: name, grade, and any additional status including, but not limited to, special education, English learner, at-risk, and/or gifted and talented. ECSD shall forward such information to the NDE together with an indication of which, if any, students were refused enrollment. Where a student initially applies to ECSD, and has never attended a BGVSD school, this information is not required. BGVSD agrees to assist ECSD as needed to ensure ECSD qualifies for available state or federal aid funds.

SPECIAL EDUCATION SERVICES

6. SERVICES PROVIDED:

    a. ECSD will not deny enrollment to any BGVSD student due to the existence of an Individualized Educational Plan ("IEP"). ECSD will provide general and special education services in alignment with the student's IEP.

    b. Regular Education Students: ECSD shall provide its usual educational facilities and services, *except transportation*, to BGVSD students, for whom it is more practical to attend an ECSD school rather than to attend school in their school district of residence.

    c. Special Education Students: The Parties agree that, for the 2026-27 school year, BGVSD and ECSD shall provide regular and special education and related services for students on a variance from BGVSD to ECSD in compliance with their IEPs as defined by NRS 388.440, et

seq., and the Individuals with Disabilities Education Act, 20 U.S.C. §1400, et seq. ("IDEA"), as specifically set forth in this Agreement.

7. ADDITIONAL PROVISIONS FOR SPECIAL EDUCATION STUDENTS:

a. BGVSD shall be responsible to provide a Free Appropriate Public Education ("FAPE") to the Pupil, as that term is defined by the IDEA, and NRS 388.44, et seq. However, based on the Pupil's enrollment in ECSD facilities as set forth in this Agreement, ECSD shall serve as the Pupil's Case Manager during the Pupil's enrollment and participation in the services described herein, with BGVSD acting as the Co-Case Manager. Accordingly, both the BGVSD and ECSD may access any and all student education records necessary in performing its duties under this Agreement.

b. BGVSD will be responsible for the costs of any related services provided in the Pupil's IEP, including transportation, that result in additional costs for ECSD beyond costs to employ general and special education teachers.

c. BGVSD will be responsible for the costs of extraordinary supplementary aids and services, including assistive technology, paraprofessional services, and other extraordinary aids and services that result in additional costs for ECSD beyond costs to employ general and special education teachers.

d. BGVSD will be responsible for completing *or coordinating with ECSD to provide* any necessary *identification and* evaluation activities. ECSD will be responsible for completing academic assessment and participating with the Pupil's IEP team in accordance with IDEA, *as convened or requested by BGVSD.*

e. ECSD will be responsible for implementing all provisions contained in the Pupil's IEP, including but not limited to implementing provisions for special education services, supplementary aids and services, related services, and secondary transition services.

f. ECSD shall provide necessary special education teacher, general education teacher and any other related service provider participation

in any of the Pupil's IEP meetings held at the school during the term of this Agreement.

g. ECSD shall report on each Pupil's progress toward meeting annual goals to parents/guardians according to the method and frequency set forth in each Pupil's IEP.

TRANSPORTATION AND OPERATIONS

8. Transportation will be provided by the attendance district (ECSD).

9. ECSD does not intend to defray the cost of operations.

TUITION AND PAYMENT

10. The approximate per-pupil apportionment for ECSD is $19,074.47 per year. The approximate per-pupil apportionment for BGVSD from the State of Idaho is $17,167.50 per year. The agreed upon amount of tuition per student is $19,074.47 per year. This amount includes $911.56 per student for transportation. The total amount due from BGVSD to ECSD is $1,125,393.73 (59 students X $19,074.47).

11. Upon NDE approval, ECSD will invoice the resident district. Payment is due within thirty (30) days of BGVSD's receipt of funds from the State of Idaho.

MISCELLANEOUS

12. The term of this Agreement shall be from July 1, 2026, through June 30, 2027. This Agreement may have a term of no more than three years for adjoining districts within Nevada, and a term of no more than one year for adjoining districts across state lines.

13. This Agreement will be submitted to the NDE Office of Division Compliance (sidcompliance@doe.nv.gov) for processing and the approval of the Superintendent of Public Instruction no later than November 1st each year.

14. This Agreement will be reconciled by NDE with quarterly average daily enrollment reports (ADE) for validation.

15. Any party may terminate this Agreement on thirty (30) days' written notice and the payment in full of all tuition due. Tuition will not be prorated for partial year attendance.

16. The parties agree to execute all other documents reasonably necessary to effectuate this Agreement.

17. If this Agreement omits, or is ambiguous as to a material term, the parties agree to negotiate the term in good faith, and, if they are unable to reach an agreement on that term, it shall be supplied by a court of competent jurisdiction according to the standard of what is reasonable under the circumstances.

18. This Agreement constitutes the entire understanding between the parties with respect to the subject matter described herein and cannot be changed, modified, or amended except by written instrument signed by all parties.

19. INDEMNIFICATION:

    a. BGVSD agrees to indemnify, defend, save, and hold ECSD, its agents and employees harmless from any and all state or federal complaints filed on behalf of a pupil attending ECSD pursuant to a variance from BGVSD naming ECSD when such complaints allege violations of laws for which BGVSD remains responsible under Section 7 and which concern matters arising outside the performance of the Agreement. Such complaints include but are not limited to state complaints or due process complaints filed pursuant to NRS Chapter 388 and NAC Chapter 388, the Americans with Disabilities Act, and Section 504 of the Rehabilitation Act, but only to the extent that the complaint includes allegations that BGVSD had failed to perform a duty or function it was required by law or regulation to perform. ECSD agrees to indemnify, defend, save, and hold BGVSD, its agents and employees harmless from any and all state or federal complaints filed on behalf of a Pupil attending ECSD pursuant to a variance from the BGVSD naming ECSD when such complaints allege violations of laws for which ECSD remains responsible under Section 7 and which concern matters arising outside the performance of the Agreement. Such complaints include but are not limited to state complaints or due process complaints filed pursuant to NRS Chapter 388 and NAC Chapter 388, the Americans with Disabilities Act, and Section 504 of the Rehabilitation Act, but only to the extent that the complaint includes allegations that ECSD had failed

to perform a duty or function it was required by law or regulation to perform.

b. ECSD shall hold harmless, indemnify, and defend BGVSD and its elected and appointed officials, officers, employees, and agents from any loss or claim for damages of any nature whatsoever arising out of BGVSD's performance of this Agreement, including claims by employees, students and third parties, except for those losses or claims for damages to the extent caused by the negligence or willful misconduct of the BGVSD and its elected and appointed officials, officers, employees, and agents.

c. BGVSD shall hold harmless, indemnify, and defend ECSD and its elected and appointed officials, officers, employees, and agents from any loss or claim for damages of any nature whatsoever arising out of ECSD's performance of this Agreement, including claims by employees, students and third parties, except for those losses or claims for damages to the extent caused by the negligence or willful misconduct of the ECSD and its elected and appointed officials, officers, employees, and agents.

20. Any and all claims, disputes or controversies arising under, out of, or in connection with this Agreement, which the parties hereto shall be unable to resolve within sixty (60) days, shall be mediated in good faith by the parties' respective superintendents or equivalent representatives. Nothing in this Agreement shall be construed to limit the parties' choice of a mutually acceptable dispute resolution method in addition to the dispute resolution procedure described in the previous sentence.

21. All activities undertaken pursuant to this Agreement shall comply with all applicable state and federal laws. The laws of the State of Nevada shall govern the validity, construction, performance, and effect of this Agreement.

22. Any notice or communication required or permitted under this Agreement shall be addressed to the party to receive such notice at the address given above or such other address as may hereafter be designated by notice in writing. Notice given hereunder shall be effective as of the date of receipt of such notice.

23. If any provision of this Agreement, or other document incorporated by reference, shall be held invalid, such invalidity shall not affect the other

provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

24. This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties. This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

25. Nothing contained herein is intended to waive any sovereign immunity available to any of the parties, and each party is entitled to sovereign immunity protections to the full extent proved under respective state law.

26. This Agreement will not be effective unless and until it is approved by the governing body of all parties.

27. This Agreement may be signed by counterparts, and it will be effective as soon as all parties have executed at least one counterpart.

28. A fax, scan, digital, or electronic signature shall have the same effect as an original ink signature.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date last set forth below by their duly authorized representatives.

ELKO COUNTY SCHOOL DISTRICT

Clayton J. Anderson, Superintendent

DATE: 9/22/26, 2026

BGV SCHOOL DISTRICT

(Signature)

Dr. Kenneth Higbee, Superintendent

DATE: 10-10-2026, 2026

Approved as to form and content.

NEVADA DEPARTMENT OF EDUCATION

Dr. Victor Wakefield, Superintendent

DATE: _____, 2026