

**TUITION AND TRANSPORTATION AGREEMENT
ASHLAND SCHOOL DISTRICT and PINEHURST SCHOOL DISTRICT
2025-26 School Year**

THIS AGREEMENT is made as of this 1st day of July 2025, by and between Jackson County School District No. 5, Jackson County, Oregon, hereinafter referred to as “ASD”, and Pinehurst School District No. 94, Jackson County, Oregon, hereinafter referred to as “PSD.”

WHEREAS, ASD and PSD both maintain schools according to the standards prescribed by the State Board of Education; and

WHEREAS, PSD does not maintain a middle or high school for instructing grades 7 through 12 and ASD does maintain a middle and high school for instructing grades 7 through 12; and

WHEREAS, some ASD students have attended school within the PSD; and

WHEREAS, some PSD students have attended school within the ASD; and

WHEREAS, ASD and PSD need to have an agreement in place governing the costs of tuition and transportation of PSD students attending school in the ASD and of ASD students attending school in the PSD.

NOW, THEREFORE, for consideration the receipt and adequacy of which are hereby acknowledged by the parties, ASD and PSD hereby agree as follows:

1. **Instruction Agreement.** Subject to the limitations set forth below, ASD and PSD agree to admit into their respective schools students from the other district, including special education students, and further agree to supply such students the same instruction and access to facilities and programs as are furnished to the resident students of each district.
2. **PSD Tuition to ASD for 7-12 Students.** Except for special education students, PSD shall pay ASD for each student in grades 7 through 12, attending ASD's middle school and high school, that amount received by the ASD per ADMr and all applicable ADMw from the State of Oregon General Purpose Grant for its resident students.
3. **Limitation on Admissions.** Students who attend PSD through the last grade offered retain PSD as their resident district through graduation. ASD becomes the district of residence through graduation for students who live within the PSD boundaries and at any point obtain an approved IDT to attend ASD when PSD offered instruction in the grade of their student. If a student has been attending ASD on an IDT, but then wants to re-enroll in PSD and PSD offers instruction in that grade, no IDT is required to re-enroll because they live within the Pinehurst boundaries. They would though need another IDT to re-enroll back in Ashland after returning to Pinehurst.
4. **Special Education Students - Services and Tuition.** The following provisions specify the responsibilities of the resident and attending districts for non-resident PSD or ASD K through 12 Special Education students attending school in the

other district:

A. The resident district retains all responsibility for ensuring that the parents and the student are afforded all special education rights and procedural safeguards under state and federal law, including but not limited to:

- i. Child-find and initial evaluation if the resident district suspects that the child has a disability and needs special education;
- ii. Initiating, conducting, and notification of parents for all initial IEP meetings;
- iii. Provision of a resident district representative at all IEP meetings;
- iv. Provision of an IEP and placement that complies with all state and federal requirements;
- v. Provision of prior written notice and notice of procedural safeguards when required;
- vi. Compliance with any stay put requirements that allow the child to remain in the present educational placement in the attending program unless the resident district and the parents agree otherwise; and
- vii. Acting as the school district of record for any special education due process hearing arising out of the student's placement or program.
- viii. Each resident district remains ultimately liable for the provision of FAPE to all of their resident special education students. If the attending district concludes that it is not able to provide a FAPE for a particular student, it will inform the resident district of its position and the student in question will not be admitted to the attending district. In such circumstances, the resident district retains the right to contract with other districts, the ESD, and public or private service providers.

B. The attending district agrees to:

- i. Allow the child to remain in the present educational placement in the attending district during the pendency of any Special Education due process hearing unless the parents and resident district agree otherwise;
- ii. Initiate meetings to review and revise IEPs and provide all written notices for these meetings;
- iii. Immediately notify the resident district if the attending district suspects that a child may have a disability and may need Special Education service;
- iv. Immediately notify the resident district if a student, whether disabled or not, has engaged in conduct that may lead to suspension or expulsion;
- v. Immediately notify the resident district of any complaint made by the parents regarding the student's regular or Special Education program at the attending district;
- vi. Provide the resident district with sufficient notice of date and time when the attending district would like to have an IEP meeting scheduled; and
- vii. Be responsible for implementing the IEP, to include extended school year (ESY) if the student qualifies.

C. With respect to funding, the following shall apply:

- i. The resident district shall report the student as active on the annual Special Education Child Count (SECC) and receive both ADMr (first weight) and the ADMw (second weight) state school funds as provided for under state policy and law.
- ii. The attending district will receive from the resident district funding utilizing one of the following options:
 - 1. The receiving district's ADMr and additional ADMw unit value under the state revenue formula.
 - 2. Other options as mutually agreed upon in writing by both parties.

D. When the provision of FAPE requires additional staffing, high-cost assistive technology, or other services/devices not otherwise available in the attending District, the value of which is in excess of the attending districts special education ADMw unit value:

- i. The resident District is responsible for providing any additional staff. Additional staff may be provided by staff employed by the resident District, or by the attending District at cost to the resident District. Any staff hired by or contracted with the resident District must abide by the personnel policies of the attending District. The attending District reserves the right to refuse staff provided by the resident District for any reason.
- ii. Additional high-cost technology or services in excess of the second weight will be identified in a letter of understanding. The resident District is responsible for the additional costs.

E. The attending district will annually identify students and services identified in an IEP that are in excess of existing program operations costs in a Letter of Understanding. The Letter of Understanding will further identify the parties' mutual agreement as to the mechanism for service provision or reimbursement to the attending district by the resident district.

5. Offsets Allowed. PSD and ASD recognize the possibility that each may owe the other money at the same time, or that comparable resident students are being served by the other district. The parties may, upon mutual agreement, offset payments that may be due each other pursuant to this agreement.

6. 6-12 Transportation.

- A. ASD agrees to furnish transportation for PSD resident middle and high school students attending ASD schools. PSD shall pay ASD \$4.00 per bus mile for total mileage operated within the PSD transporting PSD students.
- B. PSD has the right to negotiate the number of seats they wish to reserve for their students, which will determine transportation costs. PSD agrees to advise ASD a week before in-person classes begin, of the number of seats they wish to initially reserve for the 2025-26 school year.

PSD shall have the option to revise the number of seats reserved

based on changes in enrollment. PSD agrees to notify ASD as soon as possible when changes occur so that ASD may provide the necessary transportation and adjust PSD charges.

- C. For the 2025-26 school year, ASD will waive the fee for the bus providing transportation to PSD students for that portion of its route operated within the ASD. The amount paid would be equal to the number of bus miles, multiplied by the rate of \$4.00, and prorated by the percentage of seats reserved by PSD if charged by ASD.

7. Payment Schedule. ASD will invoice PSD as follows:

	<u>Billing Date</u>	<u>Payment Due Date</u>
Payment no. 1	November 1, 2025	November 30, 2025
Payment no. 2	March 1, 2026	March 31, 2026
Payment no. 3	June 15, 2026	June 30, 2026

- 8. Term.** The term of this Agreement shall be from July 1, 2025, through June 30, 2026. This Agreement may be renewed yearly upon the written agreement of both PSD and ASD.
- 9. Additional Fees for Participation in Out-of-District Sports.** PSD students are individually responsible for payment of any fees required for participation in out-of-district sports and other activities.
- 10. Miscellaneous.** This Agreement is the entire agreement between the parties and may not be amended or supplemented except in writing executed by both PSD and ASD.

SIGNED in, duplicate as of the dates set forth below.

Pinehurst School District No. 94

Jackson County School District No. 5

Board Chair
Date

Board Chair
Date

Emily Cozza, District Administrator
Date

Joseph Hattrick, Superintendent
Date