

Joe Lombardo  
Governor

Jhone M. Ebert  
Superintendent of  
Public Instruction

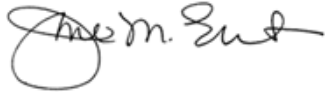


Southern Nevada Office  
2080 E. Flamingo Rd, Ste 210  
Las Vegas, Nevada 89119-0811  
Phone: (702) 486-6458  
Fax: (702) 486-6450

**STATE OF NEVADA**  
**DEPARTMENT OF EDUCATION**  
700 E. Fifth St. | Carson City, Nevada 89701-5096  
Phone: (775) 687-9200 | www.doe.nv.gov | Fax: (775) 687-1116

**GUIDANCE MEMORANDUM 23-08**

**TO:** School District Superintendents

**FROM:** Jhone M. Ebert, Superintendent of Public Instruction 

**DATE:** August 14, 2023

**SUBJECT:** Interlocal Tuition Agreement Requirements under NRS 392.010

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**BACKGROUND**

Pursuant to Nevada Revised Statute (NRS) 392.010, the board of trustees of a school district may, upon the approval of the Superintendent of Public Instruction, admit to a school in their district a student who resides in an adjoining school district within the State or in an adjoining state. In order to admit such a student to their school, the board of trustees for the district of attendance must enter into an agreement – referred to as an Interlocal Tuition Agreement – with the board of trustees for the adjoining district of residence. This agreement must be approved by the Superintendent of Public Instruction and include terms and provisions related to:

- General provisions and education services
- Special education services
- Transportation and operation
- Tuition and payment

**GENERAL PROVISIONS AND EDUCATION SERVICES**

The agreement must begin by clearly identifying the district of residence, the district of attendance, and whether the agreement will be jointly reciprocal or one-way. Details must be provided within the body of the agreement regarding how the districts will communicate enrollment changes. For agreements between adjoining states, the agreement must clarify whether the district of attendance utilizes enrollment or attendance for apportionment purposes, and how this is tracked and calculated for applicable students. A statement assuring provision of general educational services and access to facilities equitable to that of resident students must be included.

To comply with requirements relating to the provision of a Free Appropriate Public Education (FAPE), the agreement must include clear language stating that the district of residence is responsible for all evaluation activities, including all special education assessments and screenings, and all child-find activities; the district of attendance is responsible for academic assessments. If the district of attendance intends to deny enrollment of students with an IEP, the agreement must explicitly state such following the acknowledgement that under FAPE the district of residence remains responsible for evaluation. If the district of attendance intends to enroll students with an Individualized Educational Plan (IEP), additional language must be included as described within the next section.

Supplemental to the agreement, each district of residence must provide a list of students, identified by name and grade, and including any additional status of the student such as special education, English learner, at-risk, or gifted and talented, that they are requesting be enrolled. The district of attendance must confirm which of those students shall be enrolled and whether any were refused enrollment.

### **SPECIAL EDUCATION SERVICES**

If the district of attendance intends to enroll students with disabilities who have an Individualized Educational Program (IEP), the agreement should identify that the district of residence is responsible for all provisions required under the Individuals with Disabilities Act (IDEA) to include, child find responsibilities, evaluation and eligibility determination, management of a student's IEP, maintaining education records, coordination of special education services. In addition, the district of residence is responsible for scheduling, planning, and attending all required IEP meetings between the resident district, the district of attendance, parents, and service providers as applicable. The district of residence is further responsible for the cost of related services in the student's IEP, along with the cost of any extraordinary services or supports necessary for the attendance district to provide adequate services to the student.

The district of attendance is responsible for implementing provisions of the student's IEP to include providing necessary special education teachers and service providers, documentation and reporting of the student's progress toward meeting the goals of their IEP, case management for the student's IEP, and attendance of required IEP team members at IEP meetings in accordance with IDEA during the period of their enrollment. A general assurance stating that the district of attendance will provide general and special education services in alignment with the student's IEP must be included. All other requirements under the student's IEP are the responsibility of the resident district.

### **TRANSPORTATION AND OPERATIONS**

Interlocal Tuition Agreements must explicitly address whether transportation will be provided by the resident district, attendance district, or is the responsibility of the parent. Should the district of attendance intend to defray the cost of operations, a brief statement regarding operations should be included.

### **TUITION AND PAYMENT**

Within the Pupil-Centered Funding Plan, per-pupil apportionment is paid to districts based on student district of attendance. For an agreement between adjoining districts within Nevada, districts may acknowledge that pursuant to the funding methodology of the Pupil-Centered Funding Plan, the district of attendance shall receive the apportionment for all enrolled students. If the district of attendance intends to charge tuition for the purposes of defraying operations costs, the amount per-pupil must be clearly identified in the agreement, an approximate line-item cost for the total, and the total amount due pursuant to the number of students for enrollment.

For an agreement between adjoining districts across states, the districts should clearly identify the approximate per-pupil apportionment in each of their respective districts and/or schools, followed by the agreed upon amount of tuition per student, to include identification of any defrayment costs, and the total amount due pursuant to the number of students for enrollment.

The agreement must include clear requirements regarding invoicing and terms of payment, including when payment is due.

### **ADDITIONAL REQUIREMENTS**

All agreements should include the date upon which the contract was entered into in addition to the dates accompanying each signature. Agreements 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.

All Interlocal Tuition Agreements between adjoining districts must be submitted to the Office of Division Compliance via [sidcompliance@doe.nv.gov](mailto:sidcompliance@doe.nv.gov) for processing and the approval of the Superintendent of Public Instruction no later than November 1 of each year. Should a district believe they will be unable to make this deadline, they may submit an extension request with due cause. All agreements are reconciled with quarterly average daily enrollment reports (ADE) for validation.

## **CONCLUSION**

NDE anticipates hosting an office hour to respond to questions on Tuesday, August 29, 2023. Should you have any questions regarding the content of this guidance memo, please reach out to Amelia Thibault, Office of Division Compliance at 775-687-2451 or [acthibault@doe.nv.gov](mailto:acthibault@doe.nv.gov).

cc: Megan Peterson, Deputy Superintendent, Student Investment Division  
Amelia Thibault, Office of Division Compliance  
Julie Bowers, Office of Inclusive Education