TUITION AND TRANSPORTATION AGREEMENT

ST. MARIES JOINT SCHOOL DISTRICT NO. 41
AND
AVERY SCHOOL DISTRICT NO. 394

2026-2027 SCHOOL YEAR

This Agreement is made and entered into on this 13th day of July, 2026 by and between the Boards of Trustees of ST. MARIES JOINT SCHOOL DISTRICT NO. 41, St. Maries, Idaho, (herein called "District No. 41"), and AVERY SCHOOL DISTRICT NO. 394, Avery, Idaho, (herein called "District No. 394"), pursuant to resolutions duly passed by the respective Boards of Trustees.

WHEREAS, the Board of Trustees of District No. 394 has determined that it is in the best interests of certain of its pupils, as hereinafter set forth, to attend school in District No. 41; and District No. 41 has determined to accept such pupils upon the terms hereinafter set forth.

NOW, THEREFORE, the respective Districts agree as follows:

1. District No. 41 will accept, enroll, and educate pupils of District No. 394 at the secondary level (grades nine through twelve) and District No. 394 pupils at any grade level who require and qualify for Special Education.
2. District No. 41 will also accept, enroll, and educate pupils who would otherwise attend school in Clarkia, Idaho.
3. District No. 41 will submit to District No. 394 an annual billing for tuition at rates determined by the Idaho State Department of Education pursuant to Idaho Code Section 33-1405.
4. Cooperative arrangements between the Districts will include transportation provided by District No. 41 for elementary, middle, and high school students from the Clarkia, Idaho area to the UpRiver School, Fernwood, Idaho, St. Maries Middle School, and St. Maries High School, St. Maries, Idaho. District No. 394 will provide transportation for students from the Avery, Idaho area and those along the St. Joe River Road route from the Shoshone County/Benewah County Line to St. Maries High School, Heyburn Elementary School, and St. Maries Middle School in St. Maries, Idaho. St. Maries Joint School District No. 41 will provide the labor for the following mechanical services on District No. 394's bus at no charge:

    A. Performance of all normal bus maintenance, with District No. 394 to pay for all parts and materials;
    B. Oil changes, with District 394 to pay for oil, filters, and disposal fees;
    C. Labor for all minor repairs that District No. 41 mechanics are capable of performing, with District No. 394 to pay for parts and materials;
    D. Support for all records maintenance for District 394's bus in the same manner required for maintenance for District No. 41's fleet per State requirements.
    E. Completion of State-required sixty (60) day and annual inspections;

5. This Agreement shall be and remain in effect from July 14, 2026 to June 30, 2027, unless the parties hereto shall mutually agree to sooner termination or modification.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their respective Board Chair and Board Clerk the day and year indicated above.

ST. MARIES JOINT SCHOOL DISTRICT NO. 41

By: _____
BOARD CHAIR

ATTEST:

By: _____
BOARD CLERK

AVERY SCHOOL DISTRICT NO. 394

By: _____
BOARD CHAIR

ATTEST:

By: _____
BOARD CLERK