

**AMENDMENT
TO WHATCOM DISCOVERY PROGRAM
INTERLOCAL COOPERATIVE AGREEMENT FOR
SUPPLEMENTARY STUDENT SERVICES
2025-26**

WHEREAS, the Whatcom Discovery Program Interlocal Cooperative Agreement, hereinafter referred to as "Interlocal Cooperative Agreement", signed on this 16th day of May 2025, between Bellingham School District, hereinafter referred to as "District" and Northwest Educational Service District 189, hereinafter referred to as "NWESD" remains in full force according to the terms and conditions of the Interlocal Cooperative Agreement;

WHEREAS, Section VI.G. of the Interlocal Cooperative Agreement obligates the NWESD to coordinate with each district for related services for students based upon IEP-designated needs;

WHEREAS, Section VI.G. of the Interlocal Cooperative Agreement indicates that student-specific services that are provided by the Program will be billed as an additional cost to the resident district of the student;

WHEREAS, the District is in need of student specific services to be provided by the program;

NOW THEREFORE, this AMENDMENT to the Interlocal Cooperative Agreement between the District and NWESD is made for the purpose of providing supplementary student-specific services to District students and is mutually agreed upon according to the below described terms and conditions.

Section I

Description of Services

The NWESD will provide appropriate personnel to provide supplementary student services as detailed below and whose responsibilities shall include the following:

1. This agreement will be for the 2025-26 school year and references the District's student "LH".
2. One-on-one instructional assistant for the District's student to help facilitate a safe school environment for staff and students at Whatcom Discovery.
3. In accordance with the current IEP, student shall receive one-on-one instructional assistance at a daily rate of \$425 (*four hundred twenty-five*) per day, not to exceed \$65,025.00 (*sixty-five thousand twenty five dollars*) for the remaining 2025-26 school year.
4. One-on-one instructional assistance will be invoiced on a full-time basis. Less than

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full-time participation by the student will not constitute a reduction in billing. It is understood that part-time and/or transition services continue to require an enriched level of staff involvement.

Section II

General Provisions

The students served by this program are to be residents of the District and accordingly, it is acknowledged that the District retains the responsibility to provide their appropriate public educational program. The District commits to pay to the NWESD an amount sufficient to reimburse the NWESD the total cost of serving identified students, including the typical indirect rates. This will be done in the following fashion:

1. The District will identify which students need supplementary services to meet the students' individual educational program (I.E.P.), if applicable, and will notify the NWESD in a timely fashion so that the NWESD can hire the staff to provide the services.
2. Necessary personnel will be employed by the NWESD to provide supplementary services for the students identified in Section I above, and the District will be billed by the NWESD on a periodic basis for services provided. Costs will not exceed \$65,025.00 (*sixty-five thousand twenty five dollars*) for the remaining 2025-26 school year.
3. Licensing in Compliance with Laws and Regulations: The NWESD agrees that any and all individuals assigned to the District's students shall be licensed, certified, and/or accredited in compliance with all applicable federal and state statutes and/or requirements.

Section III

Rights and Obligations of the NWESD

In accordance with this agreement, the NWESD shall:

1. Provide supplementary student services as described in this Agreement.
2. Recruit and employ the staff required to adequately provide supplementary student services and who shall be subject to the policies and rules and regulations of the NWESD.
3. Contract or subcontract with any entity or person to provide any of the supplemental student services needed.

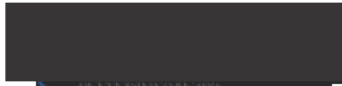

Section IV


Rights and Obligations of the District

In accordance with this agreement, the District shall:

1. Assure that it will be in compliance with Section VII of the Interlocal Cooperative Agreement.
2. Be responsible for timely payments of the amounts billed by NWESD for the services provided through this Agreement. Timely is defined as within thirty (30) calendar days of being invoiced.
3. Provide NWESD written notice 30 calendar days prior to intent to terminate this agreement.

By signing below, each party affirms that this Amendment to the Interlocal Cooperative Agreement has been approved by his/her Board of Directors or he/she has been given authority by such Board to enter into this agreement. If this approval is provided through a resolution, a copy of said resolution will be attached hereto.

 10/17/2025 <hr/> Dr. Ismael Vivanco, Superintendent Date	 10/17/2025 <hr/> Greg Baker, Superintendent Date
Northwest Educational Service District 189 Skagit County, Washington	Bellingham School District Whatcom County, Washington

<i>NWESD Internal Approvals:</i>	
Fiscal:	
Program Manager:	