

**WHATCOM DISCOVERY PROGRAM  
INTERLOCAL 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 3<sup>rd</sup> day of December 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, the District, as a member of the abovementioned Cooperative Program, agrees that the NWESD shall provide supplementary student-specific services to District students through this Interlocal Agreement for Supplementary Student Services which 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 “A. F.”.
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** Program.
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 dollars*) per day, not to exceed \$76,500 (*seventy-six thousand five hundred dollars*) for the 2025-26 school year. This contract amount does not include any applicable sales or other local taxes, which, if required, will be added to invoices in accordance with the District’s tax jurisdiction.
4. One-on-one instructional assistance will be invoiced on a full-time basis. Less than full-time participation by the student will not constitute a reduction in billing. It is

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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 \$76,500 (*seventy-six thousand five hundred dollars*) for the 2025-26 school year. This contract amount does not include any applicable sales or other local taxes, which, if required, will be added to invoices in accordance with the District's tax jurisdiction.
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.

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**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 Interlocal Agreement for Supplementary Services 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.

<div style="background-color: black; width: 100%; height: 20px; margin-bottom: 5px;"></div> <div style="text-align: right; margin-bottom: 5px;">1/16/2026</div> <hr style="border: 0.5px solid black;"/> <p>Dr. Ismael Vivanco, Superintendent      Date</p> <p>Northwest Educational Service District 189 Skagit County, Washington</p>	<div style="background-color: black; width: 100%; height: 20px; margin-bottom: 5px;"></div> <div style="text-align: right; margin-bottom: 5px;">1/16/2026</div> <hr style="border: 0.5px solid black;"/> <p>Dr. Greg Baker, Superintendent      Date</p> <p>Bellingham School District Whatcom County, Washington</p>
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<i>NWESD Internal Approvals:</i>	
Fiscal:	<div style="background-color: black; width: 50px; height: 20px; margin: 0 auto;"></div>
Program Manager:	<div style="background-color: black; width: 50px; height: 20px; margin: 0 auto;"></div>