

**AMENDMENT #1 TO SKAGIT DISCOVERY PROGRAM
INTERLOCAL COOPERATIVE AGREEMENT FOR
STUDENT SERVICES TRANSITION
2021-22**

WHEREAS, the Skagit Discovery Program Interlocal Cooperative Agreement, hereinafter referred to as "Interlocal Cooperative Agreement", signed on March 26th, 2021 between Concrete School District, hereinafter referred to as "CSD" 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.A. of the Interlocal Cooperative Agreement obligates the NWESD to operate a self-contained education program for students with specialized learning needs who manifest severe behavior challenges;

WHEREAS, Section VI.B of the Interlocal Cooperative Agreement obligates the NWESD to recruit, employ, and supervise staff required to adequately operate the Program. All staff for the Program shall be employed by the NWESD and shall be subject to the policies, rules and regulations of the Board of Directors of the NWESD.

WHEREAS, due to unforeseen circumstances, the Skagit Discovery Program, has faced detrimental staffing shortages, and can no longer support the current student enrollment;

WHEREAS, Section VI.E. of the Interlocal Cooperative Agreement obligates the NWESD to Develop consistent procedures for students entering into and exiting from the Program;

WHEREAS, Section VI.I. of the Interlocal Cooperative Agreement obligates the district to coordinate shuttle transportation with each District during the school day between identified learning centers;

NOW THEREFORE, this AMENDMENT #2 to the Interlocal Cooperative Agreement between CSD and NWESD is made for the purpose of transitioning the CSD students currently enrolled and any future student placements to the Snohomish Discovery Program, is mutually agreed upon according to the below described terms and conditions.

Section I

Description of Services

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

1. This Amendment, in relation to the Interlocal Agreement for 2021-22, will allow the CSD to become a member of the Snohomish Discovery Cooperative Program for the remainder of the current program year. By March 1, 2022 Districts will be asked to confirm the number of student slot commitments for the next school year. At that time, further exploration will be made into the continuation of this Amendment or a change to the Interlocal Agreement will be determined by districts.
1. This agreement is being made to help facilitate a safe school environment for staff and students.

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2. In accordance with the current student IEP, students shall receive the services outlined in their IEPs at the Snohomish Discovery Program located in Arlington, WA beginning on December 6, 2021 through August 31, 2022.
3. In accordance with the Snohomish Discovery Cooperative Program Agreement, the new daily rate for student enrollment will be \$418/day, whereas the Skagit Discovery day rate was \$445/day. This change is effective upon the student's transfer to Snohomish Discovery taking place between December 6, 2021 and January 31, 2022.

Section II

Rights and Obligations of the NWESD

In accordance with this agreement, the NWESD shall:

1. Provide a sound student services transition plan.
2. Recruit and employ the staff required to adequately provide student services and who shall be subject to the policies and rules and regulations of the NWESD.
3. Licensing in Compliance with Laws and Regulations: The NWESD agrees that any and all individuals serving CSD 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 CSD

In accordance with this agreement, the CSD 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.

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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.

DocuSigned by:
Larry Francois, Superintendent 1/20/2022
B153E9E45A3B494...
 Larry Francois, Superintendent Date
 Northwest Educational Service District 189
 Skagit County, Washington

DocuSigned by:
Wayne Barrett, Superintendent 1/20/2022
2939B1A8DC104E9...
 Wayne Barrett, Superintendent Date
 Concrete School District
 Skagit County, Washington

NWESD Internal Approvals:			
Fiscal (content):	<small>DS</small> <i>LM</i>	Fiscal (budget):	<small>DS</small> <i>TJA</i>
Program Manager:	<small>DS</small> <i>ADADSPS</i>	COVID Declaration:	<small>DS</small> <i>DF</i>
Program Director:	<small>DS</small> <i>FMDSPS</i>		