

Interoffice Memo**The Glenbrook High Schools**

TO: Mike Riggle

FROM: Jennifer Pearson

RE: Intergovernmental Agreement for Alternative Learning Opportunity Program (ALOP)

DATE: 8/19/14

NSSSED, in partnership with Glenbrook High School District 225 and the Lake County Regional Office of Education (ROE), is in the process of submitting an application to the State Board of Education to obtain approval for an Alternative Learning Opportunity Program (ALOP). The ALOP program seeks to provide horticulture and agriculture education and work experience in a community setting. The Program has a developed partnership with Wagner Farms to provide instruction in horticulture, animal and food sciences, agriculture finance, and business development and machinery. Academic disciplines of math and science will be integrated with vocational opportunities. The program will be administered, supervised, and staffed by NSSSED.

The program will provide students at Glenbrook Off-Campus (and other Glenbrook students who may be at-risk of failure and/or vulnerable in their transition to adulthood) with alternative learning opportunities to increase student engagement and vocational training leading to employable skills in settings such as farms, park districts, nursery centers, animal care settings, etc. We have had an opportunity to have some of our Glenbrook Off-Campus students participate in vocational training at Wagner and have seen positive outcomes in their attendance, behavior, and work production. We look forward to having other students participate in formalized opportunities through the ALOP program.

Funding for the Program

Currently programs developed by NSSSED are funded through billable services to the member districts. For instance, if a student attends a vocational program administered by NSSSED, we pay a tuition cost for the program. Upon approval of an application to the Illinois State Board of Education, the ALOP Program would be funded via receipt of General State Aid at the full Foundation Level (\$6,119 for 2014) for each participating student.

As you may know the amount of General State Aid is reduced based on a formula that considers local funding (largely dependent on equalized assessed valuation of property within the district). Our district receives far less than the full Foundation Level State Aid. The way that the ALOP would be funded is for the ROE to receive the full amount of State Aid for each student in the Program reduced by the amount our district would be owed. We will continue to receive its expected contribution from the State for every student in the Program. All funding is received annually in arrears. Based on attendance in the Program the State passes on the full amount of Foundation Level funding, less each district's expected amount, to NSSSED to operate the Program.

In summary, we continue to receive our allocated general state aid. NSSSED is able to obtain revenue from other sources than its member districts. NSSSED will be able to capture the remainder of the full Foundation Level, and we would not have to pay any fees for students to participate in this alternative learning opportunity. NSSSED administers and staffs the program.

NSSSED's Role is to Provide:

- Wagner Farm Educator
- Administrative Oversight
- Support Staff
- Instructional Materials
- Equipment
- Wagner Facility Rental
- Oversight and Management of the ALOP Application

NSSSED will be bringing the intergovernmental agreement to their Board on August 27, 2014.

Implications for Glenbrook:

- Glenbrook needs to sign an intergovernmental agreement between NSSSED and the Regional Office of Education.
- Glenbrook will identify students to participate and attend programs, as appropriate
- Glenbrook will provide program evaluation data for students who participated in programming
- There are no costs, staffing changes, or additional liability is incurred

Administrative Recommendation

It is requested that the Glenbrook Board of Education authorize the Board President and Secretary to sign the intergovernmental agreement, so we may move forward with the application and funding of the program for this school year.



TO: NSSED Executive Committee
NSSED Governing Board
Superintendents, Business Officials and Director's of Special Education

FROM: Tim Thomas

DATE: August 15, 2014

RE: New Program Opportunity - ALOP

We wanted to take a moment to update you on an exciting opportunity to both increase revenue and expand services to students in our membership. NSSED, in partnership with Glenbrook High School District 225 and the Lake County Regional Office of Education (ROE), is pleased to announce that we are submitting an application to the State Board of Education to obtain approval for an Alternative Learning Opportunity Program (ALOP). This program includes elements of our existing programs and access to programming at Wagner Farms. The Program will be open to qualifying students from any of our member districts. The way this Program is funded is via receipt of General State Aid at the full Foundation Level (\$6,119 for 2014) for each participating student.

As you may know the amount of General State Aid is reduced based on a formula that considers local funding (largely dependent on equalized assessed valuation of property within the district). Most of our districts receive far less than the full Foundation Level State Aid. The way that the ALOP would be funded is for the ROE to receive the full amount of State Aid for each student in the Program reduced by the amount the sending district would be owed. Each sending district will continue to receive its expected contribution from the State for every student in the Program.

All funding is received annually in arrears. Based on attendance in the Program the State passes on the full amount of Foundation Level funding, less each district's expected amount, to NSSED to operate the Program. As no monies are received in advance our intent is to start small and focus on our existing services and programs while creating access for student's not currently eligible (i.e., not identified as requiring an Individualized Education Plan to meet their needs). Our hope is to continue to expand services and supports for all eligible students (the ALOP has eligibility requirements separate and apart from special education eligibility). The Program is designed to support students at-risk of school failure, drop-out and/or school refusal. A complete copy of the application and a description of the Program and eligibility considerations will be provided at a later date.

Our immediate next steps include obtaining each member district Superintendent's signature indicating their understanding of access to the ALOP. We will be sharing updates as they become available and welcome any questions that you may have.

**INTERGOVERNMENTAL SERVICES AGREEMENT FOR
ALTERNATIVE LEARNING OPPORTUNITIES PROGRAM**

BETWEEN

**NORTHERN SUBURBAN SPECIAL EDUCATION DISTRICT,
GLENBROOK HIGH SCHOOL DISTRICT #225 & LAKE COUNTY REGIONAL
OFFICE OF EDUCATION**

This AGREEMENT is made and entered into by and between the NORTHERN SUBURBAN SPECIAL EDUCATION DISTRICT (herein referred to as “NSSSED”) and GLENBROOK HIGH SCHOOL DISTRICT #225 (herein referred to as Glenbrook #225) and the LAKE COUNTY REGIONAL OFFICE OF EDUCATION (herein referred to as the “ROE”) for the creation and operation of an Alternative Learning Opportunities Program (herein referred to as “ALOP”).

WHEREAS, pursuant to Article 13B of The Illinois School Code (105 ILCS 5/13B) the Parties have the authority to establish an Alternative Opportunities Program in Lake & Cook Counties;

WHEREAS, the ROE Superintendent is the chief administrative officer of the Lake County Educational Service Region, and the office held by the ROE Superintendent is referred to as the Regional Office of Education for Lake County pursuant 3-0.01 of The Illinois School Code (105 ILCS 5/3-0.01); and

WHEREAS, Glenbrook #225 is an Illinois public school district pursuant to The Illinois School Code, and is a member district of NSSSED pursuant to the NSSSED Articles of Joint Agreement; and

WHEREAS, NSSSED is a duly constituted legal entity type of joint agreement of school districts in Lake and Cook Counties, Illinois organized pursuant to Section 10-22.31 of The Illinois School Code (105 ILCS 5/1 0-22.31); and

WHEREAS, pursuant to Article 13B of The Illinois School Code, the ROE is authorized to administer, or contract with one or more school districts within Lake & Cook Counties to administer the ALOP; and

WHEREAS, ROE, NSSSED and Glenbrook #225 intend to submit an application for approval and funding of the ALOP to the Illinois State Board of Education; and

WHEREAS, Glenbrook #225 and NSSED are contracting with ROE to operate the ALOP for Lake & Cook County students in accordance with the rules and regulations of the ALOP for the State of Illinois (Illinois Administrative Code, Title 23, Subtitle A, Ch. 1, Subchapter f, S240) (hereinafter “ALOP” Guidelines”); and

WHEREAS, ROE has determined to fulfill the responsibility of implementing the ALOP by contracting with NSSED to provide services and administer the ALOP.

NOW, THEREFORE, in accordance in consideration of mutual agreements contained in this Agreement, the ROE, NSSED and Glenbrook #225 agree as follows:

Section 1: The Preambles of this Agreement are hereby incorporated into the body of this Agreement as if they were written herein.

Section 2: This Agreement shall be effective when executed by the ROE, NSSED and Glenbrook #225 and ROE on the dates set forth below. Unless otherwise terminated by any party, the Agreement shall be effective through the 2014-2015 school term and shall automatically renew for additional one-year terms, unless any party provides written notice of termination at least 60 days before the end of the school term.

Section 3: ROE will implement ALOP of Lake and Cook Counties in accordance with all applicable laws and regulations and will be responsible for the administrative and financial structure of the program.

Section 4: The parties recognize that ROE’s ability to implement this Agreement is contingent upon both the approval of the ALOP by the Illinois State Board of Education and the receipt of sufficient funding pursuant to Article 13B of The Illinois School Code. Therefore, the parties reserve the right to terminate this Agreement, by providing all parties a 60-day notice of termination, in the event that either the Illinois State Board of Education fails to approve the ALOP or the funding pursuant to Article 13B of The Illinois School Code is insufficient to fund the program.

Section 5: The parties recognize that the need for and the efficiency of the services provided pursuant to this Agreement is contingent upon the level of participation in the ALOP by Lake & Cook County school districts. Accordingly, the parties reserve the right to terminate this Agreement, by providing all parties a 60-day notice of termination, in the event that the number of school districts participating in the ALOP or the number of students served by the ALOP falls below a minimum acceptable level as mutually determined by the ROE and NSSED.

Section 6: ROE shall perform its obligations under the Agreement, including, but not limited to, entering contracts, applying for and receiving public funding for the program, and remitting ALOP funds and payments.

Section 7: ROE, NSSED and Glenbrook #225 agree to provide all necessary documentations, signatures and information to the Illinois State Board of Education necessary for approval of the ALOP and receipt of funds to operation ALOP in accordance with Article 13B of The Illinois School Code, and shall collect additional funds from participating school districts as appropriate, in accordance with Article 13B of The Illinois School Code and this Intergovernmental Agreement.

Section 8: ROE will claim General State Aid at the Foundation Level for the days students attend the ALOP and disburse funds to NSSED and the participating member district pursuant to Article 13B and the ALOP Guidelines. ROE will report, collect, and disburse ALOP General State Aid to NSSED pursuant to Article 13B and the ALOP Guidelines.

Section 9: NSSED will administer program guidelines and manage program attendance and reporting. The selection, hiring and supervision of personnel will be administered by each ALOP site location. Each district shall be solely responsible for the appointment, employment, evaluation, dismissal and determination of the terms and conditions of employment for such staff. Such staff shall, at all times, remain employees of each district and shall not be employees of ROE. Eligible staff will accrue tenure or employment rights per the site school district.

Section 10: The parties agree that NSSED shall administer a program with academic, behavioral and social emphasis to NSSED member district student's grades 7-12. The program may be housed at NSSED school sites and community locations. The NSSED instructional program will be a minimum of five hours, starting approximately at 8:00 until 2:30 p.m. The ALOP will include all core subjects as well as social and work place skills. The individual Student Success Plan will be used to determine what classes and services the students will need. When appropriate, a social development class, group counseling, individual counseling and/or outreach counseling will address student concerns. The program, when appropriate, will include service learning projects, school clubs, mentoring, tutoring and community work experiences. Remediation concerns will be addressed in the classes, either by group or individual help or through computer-assisted technology. The program will provide support systems to help students return to their district of residence school, transition to higher education, or seek post-graduation job opportunities.

Students will participate under the supervision of teachers, social workers/psychologists, instructional coach, and support personnel. Additional staff will be added as needed.

Section 11: Participating member districts understand there is no obligation to transfer students to the program, but must agree to the following in order to participate:

- a. to provide student eligible for the program with all due process and statutory rights afforded by the State and federal law and regulations, and
- b. to accept satisfactory course work completed in the program for credit toward graduation requirement in the member district; and,
- c. to provide transportation for all students from their district; and,
- d. to transfer its average daily attendance funding for the student transferred to the program as requested to do so by ROE in accordance with Article 13B and the ALOP Guidelines.

Section 12: To qualify for the program, students must be at-risk of academic failure due to one or more of the following:

- a. Student demonstrates poor academic performance lasting for more than a semester;
- b. In the previous school year, the student exhibited poor academic performance on district and state assessments that may be due to factors other than the student's academic ability (e.g. social, emotional, or behavioral problems, substance abuse, poor health and/or nutrition; changes in life circumstances that affect the student's ability to succeed or motivation to participate in the education program);
- c. Student's poor academic performance has resulted in his/her not meeting district requirements for promotion in the current school year, and it is believed that the student could meet such requirements and benefit from modification(s) that are not currently available in the regular school program (tutoring, additional support services, etc.);
- d. Student's poor academic performance has resulted in deficiency in at least one fundamental learning area and/or the student's lacking sufficient credits for his/her grade level, or
- e. Student has not shown improvement with interventions currently available at the student's school or within the student's school district, and the home school is unable to provide, as part of its regular program, the educational support services needed by the student to improve his/her academic achievement.

Section 13: Upon completion, exiting or termination of services for a student, the student will be administratively transferred back to the member district for graduation, and/or return to the regular school program, and/or other placement as determined by the member district.

Section 14: Temporary and permanent student records will be maintained at the member district. Additionally, records applicable to the student's participation in the ALOP will be maintained at the ALOP program during the period of the student's participation in the ALOP and will be returned to the member district subsequent to the discharge. The parties agree and understand that the *Illinois School Student Records Act* applies to all the student's records as well as other applicable State and federal law regulating the confidentiality of student records.

Section 15: Any notice required by this Agreement shall be sent to all parties by first class U.S. Post Service mail or hand-delivered to the following addresses:

Glenbrook High School District #225
Attn: Michael Riggle, Superintendent
3801 West Lake Avenue Suite 200
Glenview, Illinois 60026

Northern Suburban Special Education District
Attn: Tim Thomas, Superintendent
760 Red Oak Lane
Highland Park, IL 60035

Lake County Regional Office of Education
Attn: Roycelee Wood, Regional Superintendent
800 Lancer Lane Suite E-128
Grayslake, Illinois 60030-2656

The above addresses may be changed by written notice to the other party to the Agreement.

Section 16: This Agreement shall be governed by and interpreted in accordance with the laws and regulations of the State of Illinois.

Section 17: This Agreement, and any amendments thereto, may be executed in any number of counterparts.

Section 18: In the event any provisions of this Agreement shall be declared by a final judgment of a court competent jurisdiction to be unlawful or unconstitutional or invalid as applied to ROE, NSSD or Glenbrook #225, the lawfulness, constitutionality or validity of the remainder of this Agreement shall not be deemed affected thereby.

Section 19: This Agreement may be amended only by written agreement of the parties.

Section 20: The terms and conditions set forth in this Agreement, represent the full and complete understanding and commitment between the parties hereto. Such terms and conditions may be modified by alteration, change, addition to, or deletion only in accordance with the provisions of the Agreement.

IN WITNESS WHEREOF, GLENBROOK #225, SPECIAL EDUCATION DISTRICT OF LAKE COUNTY, and the LAKE COUNTY REGIONAL OFFICE OF EDUCATION have hereby caused this agreement to be executed on the dates shown below by their authorized representatives.

**LAKE COUNTY REGIONAL OFFICE
OF EDUCATION, LAKE COUNTY
ILLINOIS**

**NORTHERN SUBURBAN SPECIAL
EDUCATION DISTRICT, LAKE
COUNTY, ILLINOIS**

Regional Superintendent of Schools

President

Date: _____

Date: _____

**GLENBROOK HIGH SCHOOL
DISTRICT #225
LAKE COUNTY, ILLINOIS**

President

Secretary

Date: _____

**NSSD MEMBER DISTRICT SUPERINTENDENT SIGNATURE OF
UNDERSTANDING**

By signing below each NSSD Member District Superintendent indicates their understanding that eligible students from their districts have access to this Alternative Learning Opportunities Program pursuant to the parameters outlined in the Intergovernmental Agreement preceding this signature page.

Northbrook District #27
Cook County, IL

Superintendent – David Kroeze

Date

Northbrook District #28
Cook County, IL

Superintendent – Larry Hewitt

Date

Sunset Ridge District #29
Cook County, IL

Superintendent – Ed Stange

Date

Northbrook/Glenview District #30
Cook County, IL

Superintendent – Ed Tivador

Date

Northfield District #31
Cook County, IL

Superintendent – Alexandra Nicholson

Date

Glenview District #34
Cook County, IL

Superintendent – Mike Nicholson

Date

Glencoe District #35
Cook County, IL

Superintendent – Cathleen Crawford

Date

Winnetka District #36
Cook County, IL

Superintendent – Trisha Kocanda

Date

Kenilworth District #38
Cook County, IL

Superintendent – Kelly Kalinich

Date

Lake Bluff District #65
Lake County, IL

Superintendent – Jean Sophie

Date

Lake Forest District #67
Lake County, IL

Superintendent – Michael Simeck

Date

Bannockburn District #106
Lake County, IL

Superintendent – Scott Herrmann

Date

Deerfield District #109
Lake County, IL

Superintendent – Michael Lubelfeld

Date

North Shore School District #112
Lake County, IL

Superintendent – Michael Bregy

Date

Highland Park High School District #113
Lake County, IL

Superintendent – George Fornero

Date

Lake Forest High School District #115
Lake County, IL

Superintendent – Michael Simeck

Date

New Trier High School District #203
Cook County, IL

Superintendent – Linda Yonke

Date