

**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 “NSSED”) 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 NSSED pursuant to the NSSED Articles of Joint Agreement; and

WHEREAS, NSSED 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, NSSED 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, NSSSED 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 the 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 NSSSED and the participating member district pursuant to Article 13B and the ALOP Guidelines. ROE will report, collect, and disburse ALOP General State Aid to NSSSED pursuant to Article 13B and the ALOP Guidelines.

Section 9: NSSSED will administer program guidelines and manage program attendance and reporting. The selection, hiring and supervision of personnel assigned exclusively to the ALOP will be administered by NSSSED. NSSSED 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 NSSSED and shall not be employees of ROE. Eligible staff will accrue tenure or employment rights at NSSSED pursuant to State Law and/or applicable bargained agreements. Staff working within member districts that are working, through mutual agreement of member district and NSSSED, part-time in ALOP will be supervised jointly by NSSSED and member district qualified evaluators and will remain the responsibility of the member district relevant to all other employment conditions within that member district. Part-time staff members of ALOP cannot obtain tenure within NSSSED programs or within ALOP itself.

Section 10: The parties agree that NSSSED shall administer a program with academic, behavioral and social emphasis to NSSSED member district student's grades 7-12. The program may be housed at NSSSED school sites and community locations. The NSSSED 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,

NSSSED 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, NORTHERN SUBURBAN SPECIAL EDUCATION DISTRICT, 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
COOK 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