EVERETT SCHOOL DISTRICT NO. 2 STATE OF WASHINGTON

RESOLUTION NO. 997

Reemployment of Non-Supervisory Certificated Employees

WHEREAS, the Board of Directors of Everett School District No. 2 has a statutory obligation to employ regular certificated personnel by written contract, and

WHEREAS, it is essential to the success of the District's education program that personnel vacancies for the ensuing school year be identified well in advance so that well-qualified replacements may be employed;

NOW, THEREFORE, BE IT RESOLVED as follows:

- 1. Individual employment contracts shall be issued promptly to all non-supervisory certificated employees entitled to an offer of employment for the 2010-11 school year.
- 2. The Superintendent is hereby directed to cause to be delivered promptly to all non-supervisory certificated employees to be offered employment for the 2010-2011 school year a completed contract in the form attached hereto with salary schedules to be determined.

ADOPTED, this 25th day of May, 2010

Superintendent President, Board of Directors

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State of Washington

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EVERETT SCHOOL DISTRICT NO. 2

EVERETT SCHOOL DISTRICT No. 2 CERTIFICATED NON-CONTINUING EMPLOYEE CONTRACT

Date: May 26, 2010

Employee:

«Name»

Position:

Non-Supervisory Certificated Employee

School Year:

2010-2011

FTE: «FTE»

Days of Service: to be determined

Salary: to be determined

Placement: «Placement»

Highest Degree: «Division»

It is hereby agreed by and between Everett School District No. 2, Snohomish County, Washington, hereinafter called the District, and the above-named Employee, that said Employee shall: (a) perform such duties in compliance with federal, state and local laws (including administrative rules and regulations) and with the polices, rules and regulations of the District; (b) provide above-stated days of service exclusive of school holidays and vacation periods; (c) be subject to reassignment and transfer by the Superintendent of Schools; and (d) be paid in monthly installments in accordance with the terms of the Collective Bargaining Agreement between the District and the Everett Education Association. Employee affirms that he or she is not bound by any other contract which might interfere with performance of duties under this contract.

Employee agrees that entitlement to the foregoing salary shall be subject to adjustment by the District as necessary to reflect underpayments or overpayments due to clerical or other errors in the computation of Employee's entitlement or misplacement on the salary schedule. The annual salary will hereafter be increased retroactive to the effective date of the contract (a) on the basis of subsequent Board action consistent with State funding authorization and the Collective Bargaining Agreement between the District and the Everett Education Association and (b) on the basis of experience or education credits reported on the S-275 that result in Employee's advancement on the District's salary schedule.

It is further agreed that this contract shall not become effective: (1) unless Employee signs and returns the contract without modification to the District's Human Resources office within ten (10) days of the date of issuance; (2) until successful completion of a criminal background check and sexual misconduct check; and (3) until Employee registers with the District's Human Resources office (a) a valid teaching or other certificate required by law as a condition to Employee's performance of his or her employment duties pursuant to this contract, (b) an official transcript of preparation, and (c) any other required credential. In the event Employee fails to sign and return this contract without modification within ten (10) days of the date of issuance, Employee shall be deemed to have waived any and all rights to employment by the District.

It is understood and agreed that Employee is employed pursuant to the provisions of RCW 28A.405.900 to replace an employee who has been granted a leave of absence by the District. In accordance with the provisions of RCW 28A.405.900, this contract shall expire automatically at the end of the contract term set forth herein. This contract is not subject to the continuing contract law, RCW 28A.405.210.

This contract shall be subject to and consistent with Washington State law and the terms and conditions of the Collective Bargaining Agreement between the District and the Everett Education Association. In the event that any of the provisions of this Employee contract shall be inconsistent with the provisions of the Collective Bargaining Agreement, then the terms of the Collective Bargaining Agreement shall prevail.

IN WITNESS WHEREOF, we have hereunto subscribed our names.

EVERETT SCHOOL DISTRICT NO. 2	EMPLOYEE	
By: <u>Dr. Gary Cohn</u> Superintendent	By:	
I certify that this contract had been duly authorized by the District's Board of Directors.	Who, by affixing his or her signature, here accepts the terms of this contract.	эγ
DATE: 05/26/10	DATE:	

RIDER 2010-2011 School Year

As of the date hereof, the District and the Everett Education Association ("Association") are engaged in negotiations for the 2010-2011 school year and final certificated employee salary schedules and certain other employment terms for the 2010-2011 school year have not yet been adopted.

Signed:		Date:	
J	Employee		
	_		
Signed:	Dr. Gary Cohn	Date: <u>05/26/10</u>	
	Dr. Gary Cohn		
	Superintendent		

EVERETT SCHOOL DISTRICT NO. 2 SPECIAL EMPLOYEE TRI CONTRACT 2010-2011 School Year

Date: May 26, 2010

THIS SPECIAL EMPLOYEE TRI CONTRACT IS MADE BY AND BETWEEN THE BOARD OF DIRECTORS OF THE EVERETT SCHOOL DISTRICT NO. 2, SNOHOMISH COUNTY, WASHINGTON (HEREINAFTER CALLED THE DISTRICT) AND <u>«Name»</u> (HEREINAFTER CALLED EMPLOYEE).

- 1. Employee is hereby employed by the District to provide a professionally responsible level of service in the following areas which are above the basic contract:
 - a. Preparation for school opening;
 - b. Work connected with the conclusion of the school year;
 - c. Conferencing/communicating with students or parents;
 - d. Supporting school/student activities;
 - e. Providing individual help to students;
 - f. Evaluating student work;
 - g. Workshops, classes and inservice work;
 - h. Researching educational materials and supplies;
 - i. Improving and maintaining professional skills;
 - j. Preparation and revisions of materials;
 - k. Planning with other employees in areas of instruction and curriculum;
 - I. Working with computers and other technology as related to educational uses; and
 - m. Attending District and/or school-connected meetings such as PTSA, Open House, etc.
- 2. This contract is governed by and subject to the provisions outlined in Section 8.01.C. of the Everett Education Association/United Teachers of Everett and Everett School District No. 2 Collective Bargaining Agreement regarding additional Time, additional Responsibilities and Incentives (TRI).
- 3. Compensation for these duties at placement <<TRI placement>> shall be determined.
- 4. Pursuant to the provisions of RCW 28A.405.240, this special contract is not subject to the continuing contract provisions of RCW 28A.405.210 and shall automatically terminate at the end of the 2010-11 school year.

Lynn Evans		_
Approved for Payment	Employee's Signature	Date

RIDER 2010-2011 School Year

As of the date hereof, the District and the Everett Education Association ("Association") are engaged in negotiations for the 2010-2011 school year and final certificated employee salary schedules and certain other employment terms for the 2010-2011 school year have not yet been adopted.

Signed:		Date:	
_	Employee		
Signed:	Dr. Gary Cohn	Date:	05/26/10
-	Dr. Gary Cohn		
	Superintendent		

Date: May 26, 2010

Employee:

«Name»

Position:

Non-Supervisory Certificated Employee

School Year:

2010-2011

FTE: «FTE»

Days of Service: to be determined

Salary: to be determined

Placement: «Placement»

Highest Degree: «Division»

It is hereby agreed by and between Everett School District No. 2, Snohomish County, Washington, hereinafter called the District, and the above-named Employee, that said Employee shall: (a) perform such duties in compliance with federal, state and local laws (including administrative rules and regulations) and with the polices, rules and regulations of the District; (b) provide above-stated days of service exclusive of school holidays and vacation periods; (c) be subject to reassignment and transfer by the Superintendent of Schools; and (d) be paid in monthly installments in accordance with the terms of the Collective Bargaining Agreement between the District and the Everett Education Association. Employee affirms that he or she is not bound by any other contract which might interfere with performance of duties under this contract.

Employee agrees that entitlement to the foregoing salary shall be subject to adjustment by the District as necessary to reflect underpayments or overpayments due to clerical or other errors in the computation of Employee's entitlement or misplacement on the salary schedule. The annual salary will hereafter be increased retroactive to the effective date of the contract (a) on the basis of subsequent Board action consistent with State funding authorization and the Collective Bargaining Agreement between the District and the Everett Education Association and (b) on the basis of experience or education credits reported on the S-275 that result in Employee's advancement on the District's salary schedule.

It is further agreed that this contract shall not become effective: (1) unless Employee signs and returns the contract without modification to the District's Human Resources office within ten (10) days of the date of issuance; (2) until successful completion of a criminal background check and sexual misconduct check; and (3) until Employee registers with the District's Human Resources office (a) a valid teaching or other certificate required by law as a condition to Employee's performance of his or her employment duties pursuant to this contract, (b) an official transcript of preparation, and (c) any other required credential. In the event Employee fails to sign and return this contract without modification within ten (10) days of the date of issuance, Employee shall be deemed to have waived any and all rights to employment by the District.

It is understood and agreed that Employee is a provisional employee and that the provisions of RCW 28A.405.220 are applicable to this contract. This contract is not subject to the continuing contract law, RCW 28A.405.210.

This contract shall be subject to and consistent with Washington State law and the terms and conditions of the Collective Bargaining Agreement between the District and the Everett Education Association. In the event that any of the provisions of this Employee contract shall be inconsistent with the provisions of the Collective Bargaining Agreement, then the terms of the Collective Bargaining Agreement shall prevail.

IN WITNESS WHEREOF, we have hereunto subscribed our names.

EVERETT SCHOOL DISTRICT NO. 2	EMPLOYEE
By: <u>Dr. Gary Cohn</u> Superintendent	By:
I certify that this contract had been duly authorized by the District's Board of Directors.	Who, by affixing his or her signature, hereby accepts the terms of this contract.
DATE: 05/26/10	DATE:

RIDER 2010-2011 School Year

As of the date hereof, the District and the Everett Education Association ("Association") are engaged in negotiations for the 2010-2011 school year and final certificated employee salary schedules and certain other employment terms for the 2010-2011 school year have not yet been adopted.

Signed:		Date:	
Ü	Employee		
Signed:	Dr. Gary Cohn Dr. Gary Cohn Superintendent	Date: <u>05/26/10</u>	

EVERETT SCHOOL DISTRICT NO. 2 SPECIAL EMPLOYEE TRI CONTRACT 2010-2011 School Year

Date: May 26, 2010

THIS SPECIAL EMPLOYEE TRI CONTRACT IS MADE BY AND BETWEEN THE BOARD OF DIRECTORS OF THE EVERETT SCHOOL DISTRICT NO. 2, SNOHOMISH COUNTY, WASHINGTON (HEREINAFTER CALLED THE DISTRICT) AND «Name» (HEREINAFTER CALLED EMPLOYEE).

- 1. Employee is hereby employed by the District to provide a professionally responsible level of service in the following areas which are above the basic contract:
 - a. Preparation for school opening;
 - b. Work connected with the conclusion of the school year;
 - c. Conferencing/communicating with students or parents;
 - d. Supporting school/student activities;
 - e. Providing individual help to students;
 - f. Evaluating student work;
 - g. Workshops, classes and inservice work;
 - h. Researching educational materials and supplies;
 - i. Improving and maintaining professional skills;
 - j. Preparation and revisions of materials;
 - k. Planning with other employees in areas of instruction and curriculum;
 - I. Working with computers and other technology as related to educational uses; and
 - m. Attending District and/or school-connected meetings such as PTSA, Open House, etc.
- 2. This contract is governed by and subject to the provisions outlined in Section 8.01.C. of the Everett Education Association/United Teachers of Everett and Everett School District No. 2 Collective Bargaining Agreement regarding additional Time, additional Responsibilities and Incentives (TRI).
- 3. Compensation for these duties at placement <<TRI placement>> shall be determined.
- 4. Pursuant to the provisions of RCW 28A.405.240, this special contract is not subject to the continuing contract provisions of RCW 28A.405.210 and shall automatically terminate at the end of the <u>2010-11</u> school year.

Lynn Evans		
Approved for Payment	Employee's Signature	Date

RIDER 2010-2011 School Year

As of the date hereof, the District and the Everett Education Association ("Association") are engaged in negotiations for the 2010-2011 school year and final certificated employee salary schedules and certain other employment terms for the 2010-2011 school year have not yet been adopted.

Signed:		Date:	
J	Employee		
0:		05/00/40	
Signea:	Dr. Gary Cohn	Date: <u>05/26/10</u>	_
	Dr. Gary Cohn		
	Superintendent		

Date: May 26, 2010

Employee:

«Name»

Position:

Non-Supervisory Certificated Employee

School Year:

2010-2011

FTE: «FTE»

Days of Service: to be determined

Salary: to be determined

Placement: «Placement»

Highest Degree: «Division»

It is hereby agreed by and between Everett School District No. 2, Snohomish County, Washington, hereinafter called the District, and the above-named Employee, that said Employee shall: (a) perform such duties in compliance with federal, state and local laws (including administrative rules and regulations) and with the polices, rules and regulations of the District; (b) provide above-stated days of service exclusive of school holidays and vacation periods; (c) be subject to reassignment and transfer by the Superintendent of Schools; and (d) be paid in monthly installments in accordance with the terms of the Collective Bargaining Agreement between the District and the Everett Education Association. Employee affirms that he or she is not bound by any other contract which might interfere with performance of duties under this contract.

Employee agrees that entitlement to the foregoing salary shall be subject to adjustment by the District as necessary to reflect underpayments or overpayments due to clerical or other errors in the computation of Employee's entitlement or misplacement on the salary schedule. The annual salary will hereafter be increased retroactive to the effective date of the contract (a) on the basis of subsequent Board action consistent with State funding authorization and the Collective Bargaining Agreement between the District and the Everett Education Association and (b) on the basis of experience or education credits reported on the S-275 that result in Employee's advancement on the District's salary schedule.

It is further agreed that this contract shall not become effective: (1) unless Employee signs and returns the contract without modification to the District's Human Resources office within ten (10) days of the date of issuance; (2) until successful completion of a criminal background check and sexual misconduct check, and (3) until Employee registers with the District's Human Resources office (a) a valid teaching or other certificate required by law as a condition to Employee's performance of his or her employment duties pursuant to this contract, (b) an official transcript of preparation, and (c) any other required credential. In the event Employee fails to sign and return this contract without modification within ten (10) days of the date of issuance. Employee shall be deemed to have waived any and all rights to employment by the District.

This contract shall be subject to and consistent with Washington State law and the terms and conditions of the Collective Bargaining Agreement between the District and the Everett Education Association. In the event that any of the provisions of this Employee contract shall be inconsistent with the provisions of the Collective Bargaining Agreement, then the terms of the Collective Bargaining Agreement shall prevail.

IN WITNESS WHEREOF, we have hereunto subscribed our names.

EVERETT SCHOOL DISTRICT NO. 2		EMPLOYEE
By: <u>Dr. Gary Cohn</u> Superintendent	Ву:	
I certify that this contract had been duly authorized by the District's Board of Directors.		Who, by affixing his or her signature, hereby accepts the terms of this contract.
DATE: 05/26/10	DATE:_	

RIDER 2010-2011 School Year

As of the date hereof, the District and the Everett Education Association ("Association") are engaged in negotiations for the 2010-2011 school year and final certificated employee salary schedules and certain other employment terms for the 2010-2011 school year have not yet been adopted.

Thus, it is understood and agreed that the specific terms and provisions of this contract are subject to amendment and adjustment to conform to the applicable terms and conditions of any collective bargaining agreement covering 2010-2011 hereafter entered into by the District and the Association and to conform to any applicable policies hereafter lawfully adopted by the District.

Signed:		Date:	
J	Employee		
Signed:	Dr. Gary Cohn	Date: 05/26/10	
oigiloa.	Dr. Gary Cohn Superintendent		

EVERETT SCHOOL DISTRICT NO. 2 SPECIAL EMPLOYEE TRI CONTRACT 2010-2011 School Year

Date: May 26, 2010

THIS SPECIAL EMPLOYEE TRI CONTRACT IS MADE BY AND BETWEEN THE BOARD OF DIRECTORS OF THE EVERETT SCHOOL DISTRICT NO. 2, SNOHOMISH COUNTY, WASHINGTON (HEREINAFTER CALLED THE DISTRICT) AND «Name» (HEREINAFTER CALLED EMPLOYEE).

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 - g. Workshops, classes and inservice work;
 - h. Researching educational materials and supplies;
 - i. Improving and maintaining professional skills;
 - j. Preparation and revisions of materials;
 - k. Planning with other employees in areas of instruction and curriculum;
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- 3. Compensation for these duties at placement << TRI placement >> shall be determined.
- Pursuant to the provisions of RCW 28A.405.240, this special contract is not subject to the continuing contract provisions of RCW 28A.405.210 and shall automatically terminate at the end of the <u>2010-11</u> school year.

Lynn Evans		
Approved for Payment	Employee's Signature	Date

RIDER 2010-2011 School Year

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Signed:	Employee	Date:	
Signed:	Dr. Gary Cohn Dr. Gary Cohn Superintendent	Date:05/26/10	