

EVERETT SCHOOL DISTRICT NO. 2
STATE OF WASHINGTON

RESOLUTION NO. 739

EDUCATIONAL ASSISTANCE PROGRAM

WHEREAS, Everett School District No. 2 ("District") currently has and projects a future need for qualified employees to provide special education services to eligible students enrolled in the District; and

WHEREAS, the District has entered into an agreement with City University to provide eligible employees with the opportunity to earn a Bachelor of Arts in Education and/or a Primary Endorsement in Special Education (K-12) at the District's facilities; and

WHEREAS, the District's Board of Directors has determined that it is in the best interest of the District to make available certain educational assistance to eligible District employees to acquire the education and certification to meet the District's special education needs;

BE IT RESOLVED, by the District's Board of Directors that the Educational Assistance Program in the form attached hereto is hereby adopted and shall be made available to eligible employees on the terms and conditions therein set forth and the District's superintendent or her designee are authorized and directed to implement said program, to select the program management team and do such other things as are reasonable or necessary to carry out said program.

ADOPTED, this 11th day of December, 2001.

EVERETT SCHOOL DISTRICT NO. 2
State of Washington

Carol Whithead
Superintendent

Sue Carter
President, Board of Directors

Paul Roberts

B. Hall

Kristi Lunde

Karen Madsen

EVERETT SCHOOL DISTRICT NO. 2 EDUCATIONAL ASSISTANCE PROGRAM

This is an Educational Assistance Program of Everett School District No. 2, herein referred to as the "District."

WITNESSETH

WHEREAS, District desires to establish an Educational Assistance Program, herein "Program," for its Eligible Employees that will meet the requirements of Internal Revenue Code § 127.

ARTICLE 1 INTRODUCTION TO EDUCATIONAL ASSISTANCE PROGRAM

1.1 **Purpose.** The purpose of the Program is to facilitate the District's personnel planning and development in the area of special education. The Program provides the District with the means to support educational activities, which are deemed beneficial to both the District and Participants in the Program, and which serve to develop the Participant's knowledge, skills and abilities in the area of special education. Through the Program, Eligible Employees of the District will have the opportunity to earn a Bachelor of Arts in Education and/or a Primary Endorsement in Special Education (K-12).

1.2 **Effective Date.** Except as otherwise expressly provided herein, the effective date of this Program is October 22, 2001.

ARTICLE 2 DEFINITIONS

2.1 **Academic Costs.** Academic costs include tuition, fees and course materials, such as textbooks.

2.2 **Educational Assistance.** The term "Educational Assistance" means the payment, by the District, of expenses incurred by or on behalf of an Employee for education of the Employee (including but not limited to, tuition and similar payments, books, supplies and equipment) and the provision, by the District, of courses of instruction for such Employee (including books, supplies and equipment). Educational Assistance does not include payment for, or the provisions of, tools or supplies which may be retained by the Employee after completion of a course of instruction, or meals, lodging or transportation. Educational Assistance also does not include any payment for, or the provision of any benefits with respect to, any course or other education involving sports, games or hobbies.

2.3 Eligible Courses. The only courses currently approved under this Program and eligible for selection are those provided by City University under the Agreement of Understanding, herein the "Agreement of Understanding," entered into between City University and the District on September 1, 2001, which is attached hereto as Exhibit A and incorporated herein by reference. The Program Administrator may also approve any other educational course offered by an accredited National Accrediting Agency if such course qualifies as an educational expense under Internal Revenue Code § 127.

2.4 Eligible Employee. All employees of the District are eligible to participate in this Program, subject to the Executive Director of Human Resources' and City University's concurrence.

2.5 Employee. "Employee" shall mean any person currently employed by the District.

2.6 Participant. An employee who has elected to enroll in this Program is referred to as a "Participant."

2.7 Program Administrator. The Executive Director of Human Resources for the District shall serve as the Program Administrator.

ARTICLE 3 RESPONSIBILITY FOR ACADEMIC COSTS

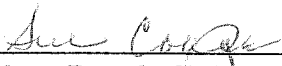
Under the Agreement of Understanding, the tuition rate during the 2001-2002 school year will be \$150.00 per quarter credit, plus fees and books. The District shall pay \$125.00 directly to City University on behalf of a Participant to be applied against the tuition for each quarter credit. The Participant shall be responsible to pay, without delinquency, the remaining amount due for each quarter credit. The District shall provide all course materials, including textbooks. The textbooks provided to Participant's as part of the Program shall remain the property of the District.

ARTICLE 4 PROGRAM ADMINISTRATION

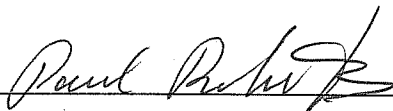
The Program Administrator is responsible for the interpretation of this Program. The Program Administrator is delegated responsibility for, and authority to, administer the Program

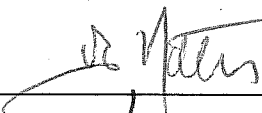
subject to compliance with Everett School District No. 2 Resolution No. 739 and Internal Revenue Code § 127.

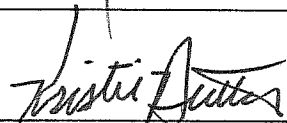
APPROVED BY:

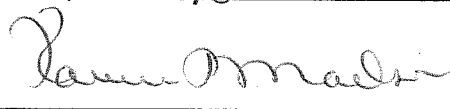


President, Board of Directors











CITY UNIVERSITY

Agreement of Understanding

This agreement of understanding is between City University and Everett School District.

Purpose

The primary purpose of this Agreement is to establish a mutually beneficial relationship between City University and Everett School District to cooperatively deliver a Bachelor of Arts in Education and/or Primary Endorsement in Special Education (K-12) to interested employees of the Everett School District.

Execution of this document qualifies all individuals covered by this Agreement, or similar City University Agreements, to be eligible for tuition discounts.

Responsibilities

City University

- City University will nominate a Point of Contact (POC) who will coordinate with Everett School District in the delivery of the program.
- City University agrees to hire adjunct faculty recommended by the Everett School District whenever possible. Adjuncts must meet the University's minimum employment standards including a master's degree and public school teaching experience.
- City University agrees to coordinate all course offerings with the Everett School District schedule.
- City University will provide the opportunity to the Everett School District to participate as a member of the selection committee in the entrance review of Everett School District employees who apply to the program.
- City University agrees to place all internship candidates covered by this agreement only in the classrooms of mentor teachers selected by the Everett School District.
- City University will coordinate all public relations and marketing activities with the Everett School District.

Everett School District

- Everett School District will nominate a Point of Contact (POC) who will coordinate with City University in the delivery of the program.
- Everett School District will provide at no cost to the university adequate instructional space for the delivery of courses including access to a technology lab when necessary.
- Everett School District will provide University representatives with access to district staff for the purposes of recruitment. This includes, but is not limited to distribution of flyers, brochures, and/or the posting of notices and announcements. The POC shall approve all information prior to distribution.
- Everett School District agrees to allow non-Everett School District employees the opportunity to attend coursework in the Everett School District on a space available basis.

Participants will pay a reduced percentage of normal City University continuing education tuition with added responsibilities assumed by The Everett School District. Normal tuition is \$182 per credit hour. The reduced rate during the 2001/02 school year will be \$150.00 per quarter credit hour plus fees and books.

Tuition is subject to annual review by the City University Board of Governors. Any and all tuition increases may only occur effective July 1 of each academic year.

Duration

The initial term of this renewable Agreement of Understanding shall be for one year, commencing September 1, 2001 and ending September 1, 2002.

Either party may unilaterally terminate this agreement by giving the other party ninety (90) days written notice of their intent to terminate.

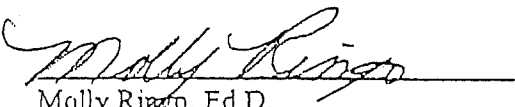
Should this agreement be terminated, the University agrees to teach-out to completion of their program any and all students admitted to the program(s) covered by this agreement.

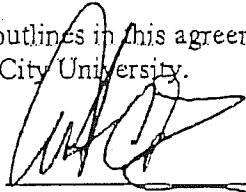
Conclusion


All policies, procedures, graduation requirements, fees, etc. as outlined in the current City University general catalog apply.

Both parties mutually agree to review this agreement annually in June to review City University and Everett School District responsibilities.

Both parties mutually agree to support the terms and conditions outlined in this agreement for delivery of a BA in Education and/or Primary Endorsement in Special Education by City University.


Molly Ringo, Ed.D.
Executive Director of Human Resources
Everett School District No. 2


Art Rogers, MAOL
Executive Vice President Academic Affairs
City University


Dennis Page
Executive Vice President Operations and Finance
City University

City University subscribes to the principles and laws of the State of Washington and the federal government, including applicable Executive Orders that pertain to civil rights, equal opportunity and affirmative action. City University policy prohibits discrimination on the basis of race, sex – including sexual harassment – religion, age, color, creed, national or ethnic origin, sexual orientation, and status as a Vietnam-era or disabled veteran, in the recruitment and admission of students, the operation of all university programs, scholarships, loans, activities, and services. Inquiries regarding compliance and/or grievance procedures may be directed to the University's Affirmative Action Coordinator, Office of Human Resources, City University, 11900 NE First Street, Bellevue, WA 98005, 800.426.5596.