COLLECTIVE BARGAINING AGREEMENT BETWEEN

LYNDEN SCHOOL DISTRICT #504

AND

LYNDEN CLASSIFIED EMPLOYEES ASSOCIATION (LCEA) #827

SEPTEMBER 1, 2025 - AUGUST 31, 2027

Public School Employees of Washington/ SEIU Local 1948
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- Performance Evaluation for Classified Employees
- Paraeducator Performance Evaluation
- Plan of Improvement for Classified Personnel

PREAMBLE

This Agreement is made and entered into between Lynden School District (hereinafter "District") and the Lynden Classified Employees Association (LCEA), an affiliate of the Public School Employees of Washington (hereinafter "Association").

In accordance with the provisions of the Public Employees Collective Bargaining Act (Ch.41.56 RCW) and regulations promulgated pursuant thereto, and in consideration of the mutual covenants contained therein, the parties agree as follows:

ARTICLE I

RECOGNITION AND COVERAGE OF AGREEMENT

Section 1.1.
The District hereby recognizes the Association as the exclusive representative of all employees in the bargaining unit described in Section 1.3, and the Association recognizes the responsibility of representing equally and fairly the interests of all such employees.

Section 1.2.
The District will have available all job descriptions for all positions covered under this agreement that it currently has on file. It will also work with the union to review and develop new job descriptions or modify existing job descriptions that do not accurately reflect the duties personnel covered by this CBA are expected to do in the course of their assigned duties.

Section 1.3. Applicability of this Agreement.
The bargaining unit to which this Agreement is applicable shall consist of all full time and regular part time classified employees of the District, excluding supervisors, confidential employees, secretaries, library techs, nurses, transportation employees, custodial, food service employees and district-level technology employees.

Section 1.3.1. Substitute Positions.
Employees filling in for an existing position. Substitute employees are limited to Step 1 of Schedule A.

Section 1.3.2. Temporary Positions.
Employees hired into a temporary position or vacant position which will not extend beyond the school year.

Section 1.4. Definitions of Short-Term Employees.

Section 1.4.1. Substitute Positions.
Substitute employees who work fewer than thirty (30) workdays in a school year are not covered by this Agreement and are limited to Step 1 of Schedule A. Substitute employees who work thirty (30) or more workdays in a school year period are limited to Step 1 of Schedule A and the grievance procedure with regard to the proper application of Schedule A.

Section 1.4.2. Temporary Positions
Employees hired into a temporary position for a minimum of thirty (30) working days shall be covered by all of the provisions of this Agreement.

ARTICLE II

RIGHTS OF THE EMPLOYER

Section 2.1.
All management functions, whether heretofore, of hereafter exercised, and regardless of the frequency or infrequency of their exercise, shall remain vested exclusively in the District. It is expressly recognized that such functions include but are not limited to the full exclusive control and direction of District operations, the direction and supervision of the work forces, the right to determine the extent to which, and the means and manner by which, the various departments thereof shall be operated or shut down, or production or work forces reduced or increased, and the right to hire, schedule, suspend, promote, demote, transfer, discipline, release, layoff and discharge employees provided only that such functions shall not be exercised contrary to any provisions contained in this Agreement.

Section 2.2.
The right to make reasonable rules and regulations shall be considered acknowledged functions of the District. In making such rules and regulations, the District shall give due regard to the rights of the employees and to the obligations imposed by this Agreement.

ARTICLE III

RIGHTS OF EMPLOYEES

Section 3.1.
It is agreed that the employees in the unit defined herein will have and will be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Association. The freedom of such employees to assist the Association will be recognized as extending to participation in the management of the Association, including presentation of the views of the Association to the Board of Directors of the District or any other governmental body, group or individual. The parties will take whatever action required or refrain from such action in order to assure employees that no interference, restraint, coercion, or discrimination is allowed within the District to encourage or discourage membership in any employee organization.

Section 3.2.
Each employee will have the right to bring matters of work-related concern to the attention of appropriate Association representatives and/or appropriate officials of the District.

Section 3.3.
Neither the District nor the Association shall unlawfully discriminate against any employee subject to this Agreement on the basis of race, creed, color, sex, national origin, age, marital status or because of the

presence of any sensory, mental or physical disability with respect to a position, the duties of which may be performed efficiently by an individual without danger to the health or safety of the person with the disability or others, or in their exercise of their rights under Chapter 41.56 RCW, Public Employees' Collective Bargaining Act; provided, however, that nothing in this Agreement shall be in conflict or inconsistent with the District's affirmative action program.

Section 3.4.
Employees will be given a copy of all materials added to their District office personnel file at the time such material is added to the file. Employees shall have the right, upon request and during regular District Office business hours, with a District representative present, to inspect the contents of their personnel file. An employee may obtain copies of documents made available under this section. An employee shall have the right to respond in writing to all additions to their personnel file. Such responses shall be made a part of the file. Disciplinary material shall be removed from the employee's file, at the employee's request, three (3) years after inclusion, provided that no subsequent discipline for a like offense has been imposed during the intervening period. Discipline related actions involving harassment and/or bullying shall not automatically be removed. Employees at their discretion may add materials generated by a third party, which is related to their work performance if agreed to by the Superintendent or Superintendent's designee. Any disputes will be discussed and settled in a labor management meeting.

Section 3.5. Evaluations.
All employees shall be evaluated annually by their supervisor. Annual evaluations must be completed by June 1. A copy of any evaluation shall be given to the employee within a week of completion of the evaluation. All evaluations shall be discussed with the employee. A copy shall be placed in the employee's personnel file. Within five (5) working days of receipt of the evaluation, the employee may attach his/her own comments to the evaluation. These comments will become a permanent part of the evaluation. (See Appendix A2). In the event that an employee receives an evaluation which contains a rating of "Needs Improvement" or "Unsatisfactory" the evaluator, after consultation with the employee, shall develop a written plan to improve the employee's performance in the deficient areas. Prior to October 1 of the subsequent school year, the evaluator and employee must meet to review and implement the improvement plan.

Section 3.6. Applicability of Public Disclosure Laws.
Nothing in this agreement precludes the District from providing documents in accordance with public disclosure laws. The District will provide employees with notice of requests and release of records consistent with RCW 42.56.250(2) and all other applicable laws. Employees may contact Human Resources or their designee for further information regarding their rights under current law.

ARTICLE IV

RIGHTS OF THE ASSOCIATION

Section 4.1.
The Association has the right and responsibility to represent the interests of all employees consistent with Section 1.3 of this Agreement; to present its views to the District on matters of concern, either orally or in writing; to consult or to be consulted with respect to the formulation, development, and implementation of industrial relations matters and practices, regarding wages, hours and working conditions, which are within

the authority of the District; and to enter collective negotiations with the object of reaching an agreement applicable to all employees within the unit.

Section 4.2.
The Association reserves and retains the right to delegate any right or duty contained herein to appropriate officials of Public School Employees of Washington.

Section 4.3.
The District will, upon request, provide a list of employee names, new hires, retirements and terminations to the Association's President.

Section 4.4.
Representatives of the Association, upon making their presence known to the District, will have access to the premises of the District during business hours, providing that no conferences or meetings between employees and Association representatives will in any way hamper or obstruct the normal flow of work.

Section 4.4.1. Meeting Sites.
Provided the space is available, the Association shall have the right to use District buildings for meetings and to transact official business, upon approval of the appropriate District official.

Section 4.5. Bulletin Board Space.
The District will provide bulletin board space at each facility for the use of the Association. Size, location, etc., will be at the discretion of the administrator in charge of the facility. The Association accepts responsibility for all information posted and appearing on the space provided. All posted material will be signed and dated by the union official posting the notice.

Section 4.6. Work Year Calendar.
The parties agree that the LCEA will have a representative on the District Calendar Committee.

Section 4.7. Association Release Time.
The President of the Association or the Association designee will be allowed up to three (3) days of Association Leave during the school year to attend to Association business. Requests to utilize these days must be in writing to the President's supervisor at least three (3) working days prior to the release day(s) requested, except by mutual agreement. These days may not be used prior to, or to extend vacations and/or holidays unless approved by the Superintendent or designee. Approval of the request is contingent upon the availability of a qualified substitute, as determined by the supervisor. The Association agrees to reimburse the District for the full cost of a substitute required for such release time. This leave shall be equal to three (3) regular work shifts.

Section 4.8. Building-Level Meetings.
The LCEA Building Representative may schedule one (1) meeting per month, to take place during the school day, to meet with the building administrator.

Section 4.9. Release Time for State President.
In the event an employee is elected to serve as the State President of the Public School Employees of Washington/SEIU 1948, the District will enter into an agreement with the Association to grant full time paid release for the employee, who shall remain an employee of the District during this period. This agreement

will include salary and benefit reimbursement from the Association to the District, seniority and longevity continuance and the right for the employee to return to the same or similar position.

ARTICLE V

ASSOCIATION MEMBERSHIP

Section 5.1. Association Membership.
All employees subject to this Agreement may choose to join or leave the Association in accordance with controlling law. Any requests and questions regarding Association membership should be directed to the Association. The District shall deduct Association dues and assessments from the pay of any employee who authorizes such deductions upon notice from the Association of its receipt of a written authorization executed by an individual employee.

Section 5.2. Checkoff.
Prior to the beginning of each school year, the Association will give written notice to the District of the percentage of gross pay assessed for dues required of an Association member. The percentage for deductions shall not be subject to change during the school year. The deductions authorized by the above section will be made in twelve (12) monthly deductions from each paycheck beginning the pay period of September through the pay period in August of each year. The District will send the funds deducted for the Public School Employees of Washington/SEIU Local 1948 and for the Lynden Classified Employees Association to the respective treasurers of those organizations. The District will also send the Treasurer a list of names of those employees for whom payroll deductions were made.

Section 5.3. New Employees and Orientation.
The District will notify the Association of all new hires within twenty (20) calendars days of the hire date. At the time of hire, the District will inform the new hire that the employee is working under this Agreement. The District will provide the Association with a thirty (30) minute meeting with each newly hired bargaining unit employee within thirty (30) days of their hire date. The employee will be compensated at their hourly rate for this time and the employee's attendance is voluntary. The Association representative will be released from their duties to attend this meeting with no loss of pay.

Section 5.4. COPE - Political Action Committee.
The District will make a payroll deduction for political contributions subject to RCW 42.17A.495 upon receipt of a written authorization executed by an individual employee. Any deductions for political contributions subject to RCW 42.17A.495 will be authorized in writing by the employee on forms that comply with WAC 390-17-100 and be revocable by the employee at any time.

Section 5.5. Indemnification.
The Association and its affiliates will defend, indemnify, and hold the District harmless against all liability, including allegations, claims, actions, suits, demands, damages, obligations, losses, settlements, judgments, costs and expenses (including attorneys' fees) that arise out of any action taken or not taken by the District in implementation of this Article.

ARTICLE VI

APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION

Section 6.1. Consultation and Negotiation.
It is agreed that matters appropriate for consultation and negotiation between the District and the Association are policies and programs relating to or affecting wages, hours and general working conditions of the employees in the bargaining unit subject to this Agreement.

Section 6.2. New Classifications.
The District agrees to advise the Association in writing of the establishment of all new classifications not currently covered under this Agreement. The District further agrees to negotiate with the Association all wages and hours of the new classification. The District agrees to fill the new classifications according to the job bid procedure contained in this Agreement.

Section 6.3. Conference Committee.
The Association will designate a Conference Committee of up to five (5) members and the union representative will meet with the Superintendent and/or his designee in November of each year to set up a schedule of meetings for the year. This does not preclude the parties from scheduling a meeting at any time to discuss the administration of this agreement.

Section 6.4.
The District and the Association agree to two (2) LCEA tech representatives participating on the Joint Technology Committee.

ARTICLE VII

HOURS OF WORK

Section 7.1. Normal Work Week.
The normal workweek will consist of five (5) consecutive days followed by two (2) consecutive non-workdays. The workweek will be Monday to Sunday.

Section 7.2. Rest Periods.
Employees will be granted a scheduled ten (10) minute rest period for each four (4) hours of work in accordance with WAC 296-126-092.

Section 7.3. Lunch Breaks.
Each employee working more than five (5) hours shall be given an uninterrupted lunch period of not less than thirty (30) minutes of the employee's own time, to be as near the middle of the shift as possible. Employees working four (4) to five (5) hours shall be offered a thirty (30) minute uninterrupted lunch period of the employee's own time. Employees working four (4) to five (5) hours shall have the right to refuse the lunch period. Employees required to work through their regular lunch periods will be given time to eat within their work shift as agreed upon by the employee and the supervisor. In the event an employee is required to forego a lunch period and works the entire shift, including the lunch period, the employee shall be compensated for the foregone lunch period.

Section 7.4. Emergency Closures.
In the event of an unplanned school closure, the District will notify employees through normal emergency procedures. Should an employee not be notified with said procedure and report to work, such employees will be compensated for two (2) hours work at the employee's regular rate of pay.

Section 7.5. Required Additional Time.
Time spent in required training courses or meetings outside an employee's regular work hours will be compensated at the employee's regular rate of pay.

Section 7.6. Overtime.
All hours paid in excess of forty (40) hours per workweek will be compensated at one and one-half times the employee's hourly rate. Whenever possible, an employee designated to work overtime on days outside the normal workweek will be advised of the possibility no later than twenty-four (24) hours prior to the end of the last shift before the overtime commences.

Section 7.7. Regular Employees Who Substitute.
The parties agree that bargaining unit members will be allowed to substitute when previously scheduled student contact time will not be impacted. The bargaining unit members will need to contact the appropriate principal or principal's designee in order to be considered for substitute work. Substitute work will be awarded on the basis of seniority as long as the aforementioned conditions are met. These employees shall be paid at their regular rate of pay or the higher rate of pay for the job classification/level they substitute in for the additional hours, whichever is greater, and shall note on their time sheet that time for which they believe they are eligible for a different rate of pay than their regular rate.

Section 7.7.1. Eligibility to Substitute Outside the Agreement.
Employees will be given the option for temporary work considering there is no conflict in work schedules or overtime involved, and they possess the necessary qualifications to perform the duties of the position outside the scope of this Agreement subject to the work assignment rules of that body of work.

Section 7.8. Preparation Time.
Each employee's workday shall include opportunities as required for the employee's specific assignment to prepare for work with students, including opportunities to read and respond to work email and other communications. Supervisors will configure schedules to provide fifteen (15) minutes to read and respond to email for employees who do not naturally have the opportunity to read and respond to email during the workday.

Section 7.9.
Members of this bargaining unit will not be assigned to cover the duties of certificated staff during their planning periods more than three (3) times per day and no more than ten (10) times per week.

ARTICLE VIII

HOLIDAYS AND VACATIONS

Section 8.1. Paid Holidays.
Employees shall be granted the following twelve (12) holidays, pro-rated as to hours worked, when the employee is in pay status on either their last scheduled workday preceding the holiday or their first scheduled workday following the holiday.

1. New Year's Day
2. Martin Luther King Jr. Birthday
3. Presidents' Day
4. Friday of Spring Break
5. Memorial Day
6. Juneteenth
7. Labor Day
8. Veterans' Day
9. Thanksgiving Day
10. Day After Thanksgiving
11. Day Before Christmas
12. Christmas Day

Section 8.1.1.
Eligible employees will receive pay equal to their normal workday at the appropriate rate in effect at the time the holiday occurs.

Section 8.2.
If an employee is required to work on any of the above-named holidays she/he shall be paid at the rate of double time for hours worked in addition to holiday pay.

Section 8.3. Vacations.
Employees shall be entitled to earned vacation pay pro-rated as to hours worked on the following basis:

1 to 10 years of service:	8 earned days
11 or more years of service:	12 earned days

Vacation pay will be paid during the current work year over a twelve (12) month period. Upon termination of employment after January 1, the current year vacation pay will be pro-rated.

Section 8.4.
All regular assigned hours for which an employee is compensated shall be counted as hours worked in the computation of vacation credit. Extra hours worked beyond those regularly assigned hours will not be counted toward vacation credit.

ARTICLE IX

LEAVES

Section 9.1. Illness, Injury, and Emergency Leave.
All employees shall be entitled to illness, injury and emergency leave with pay of twelve (12) days per year for one hundred eighty (180) day employees or a pro-rated amount if working less than one hundred eighty (180) days.

Section 9.1.1. Sick Leave Verification.
The granting of sick leave of five (5) or more consecutive days shall be verified by a written statement from a licensed medical professional if so requested by the Superintendent or his designee.

Section 9.1.2. Emergency Leave.
An "emergency" is an unforeseen event which requires the employee to be absent from employment. The reason for emergency leave cannot be connected with, or an extension of, any other leave provision, except for situations beyond the employee's control.

Section 9.1.3. Worker's Compensation.
The District will compensate an eligible employee who is receiving worker's compensation benefits for a workplace injury or illness pursuant to state law and the employee's election. Eligible employees may make one (1) of the following elections:

- A pro-rated portion of sick leave may be used, which when added to the worker's compensation benefits, shall be equal to, but not exceed, the employee's normal salary.
- A full day of appropriate accrued leave benefits in addition to the worker's compensation benefits for each day off work, or
- Worker's compensation benefits only.

Section 9.2. Family Accident or Illness Leave.
In the event of an accident and/or serious illness in the employee's immediate family involving medical attention and/or hospitalization, employees may utilize accumulated sick leave days. A statement from a doctor will be required whenever more than five (5) consecutive workdays are used for this purpose. The immediate family shall be defined as parents, grandparents, spouse, siblings, children, son-in-law, daughter-in-law, grandchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law or any person living in the immediate household as a member of the family and step relatives. A broader definition of "immediate family" may be granted after consultation with the Superintendent.

Section 9.3. Leave Accrual.
Beginning each September 1, all employees will be allowed to draw their annual sick leave of twelve (12) days or a pro-rated amount if working less than one hundred and eighty (180) days. This allowance shall be in addition to the unused balance brought forward from the previous year, provided the total shall not exceed the number of days the employee is contracted to work.

Section 9.3.1. Leave Sharing.
It is mutually agreed that the District will implement a leave sharing program that is consistent with State law and District Policy 5406 and 5406P.

Section 9.4. Annual Conversion of Accumulated Illness, Injury and Emergency Leave.
Each January, any employee who at the end of the immediately previous calendar year shall have accumulated in excess of four hundred and eighty (480) hours of unused Illness, Injury and Emergency Leave may elect to convert such unused leave earned the previous year in excess of four hundred eighty (480) hours to monetary compensation, either paid directly to the employee or paid to a VEBA health care expense account, depending on eligibility and the Association's annual determination at the rate of twenty-five (25%) percent of the employee's current, full-time hourly rate of compensation for each full hour of such eligible leave. Any such annual conversion of accumulated Illness, Injury and Emergency Leave shall be subject to the terms and limitations of law.

Section 9.5. Conversion of Illness, Injury & Emergency Leave Upon Separation, Retirement or Death.
Any eligible employee who hereafter shall separate, retire, or who shall die while employed by the District may elect (either personally or by his/her personal representative, as appropriate) to convert accumulated, unused Illness, Injury and Emergency Leave days to monetary compensation at the rate of twenty-five percent (25%) of the employee's full-time daily rate of compensation at the time of termination from employment for each full day of such eligible leave. Any such conversion of Illness, Injury and Emergency Leave upon eligible separation, retirement, or death shall be subject to the terms and limitations of law. Employees shall either be paid directly or their leave conversion compensation shall be paid to a VEBA health care expense account, depending on eligibility and the Association's annual determination.

Section 9.6. Bereavement Leave.
Each employee shall be entitled to five (5) days leave with pay upon a death in the immediate family, which is defined as parents, grandparents, spouse, siblings, children, son-in-law, daughter-in-law, grandchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law or any person living in the immediate household as a member of the family and step relatives. A broader definition of "immediate family" may be granted after consultation with the Superintendent. Denial of this leave will not constitute a prohibition against the use of such requested leave without pay pending appeal through the grievance procedure. In addition, each employee shall be entitled to one (1) day per year with pay to attend the funeral of a personal friend. It is mutually agreed and understood by the parties that if another bargaining group within the Lynden School District should bargain bereavement benefits greater than those provided in this agreement, such additional benefits will be provided to those individuals covered by this Agreement.

Section 9.7. Personal Days.
An employee may take three (3) paid days per year determined by the employee as personal days. No more than two (2) employees per work site may utilize personal leave on any given day, unless an adequate number of substitutes are available. The personal day may not be used to extend a holiday or vacation period, unless approved by the building administrator. Employees may carry over up to one (1) day of unused personal leave per year, for a maximum bank of four (4) days in a single year. Employees may cash out up to twelve (12) hours of unused personal leave by claiming the hours on June timesheets. Such pay shall be calculated using Step One of the employees corresponding classification. Employees shall give at least two (2) days' notice whenever possible to their building administrator of their intent to utilize a personal day.

Section 9.8. Unpaid Leaves.
A leave of absence of less than one (1) year without pay may be granted to employees for the purpose of childcare, medical reasons, Association related business, or for personal reasons. Written requests must be given to the Superintendent at least one (1) month prior to the start of the leave, except in emergency situations Leave of absence for one (1) year may be granted without pay for the reasons stated above. The employee may request to extend their leave for up to one (1) additional year. Employees on leave will indicate in writing to the Superintendent/designee by April 1 his/her intention for the following year. The employee will retain accrued sick leave, vested vacation, and seniority while on leave of absence. However, no sick leave, vacation, or other benefits may be applied or will accrue while the employee is on leave of absence. An application for unpaid leave is among the options available for employees that exhaust their accrued sick leave benefits.

Section 9.9. Judicial Leave.
In the event an employee is summoned to serve as a juror, such employee shall receive a normal day's pay for each day of required presence.

Section 9.10. Paid Family Medical Leave.
Washington State Paid Family Medical Leave (PFML). Employees may be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act (WAC 192-630-015). The District will comply with the provisions of the law when administering leave under Washington PFML. PFML is fully administered by the Washington State Employment Security Department. Employees should visit www.paidleave.wa.gov for details.

ARTICLE X

SENIORITY, LONGEVITY, PROBATION, LAYOFF AND JOB POSTING.

SENIORITY, PROBATION AND LONGEVITY

Section 10.1.
The seniority of an employee within the bargaining unit shall be established as of the date on which the employee began continuous daily employment (hereinafter "hire date") unless such seniority shall be lost as hereinafter provided. The District will provide an updated seniority list to the Chapter President each fall by October 30.

Section 10.1.1.
In the event that two (2) or more employees have the same hire date, seniority shall be determined by lot.

Section 10.2.
Probation will commence on the effective date of employment as a regular employee. New regular employees will serve a probationary period of not more than ninety (90) working days. During this probationary period, the District may terminate such employee at its sole discretion.

Section 10.3.
Seniority rights shall be effective within the general job classifications as set forth in Schedule A. The employee with the earliest hire date shall have seniority rights regarding assignment to new or open jobs (positions) within classification, reduction in hours, and layoff.

Section 10.3.1.
Employees working in more than one (1) general job classification shall enjoy seniority in each such classification, provided they continue such duties with no more than eighteen (18) months break in service. Such break in service of more than eighteen (18) months shall result in loss of seniority.

Section 10.4.
The seniority rights of an employee will be lost for the following reasons:

A. Resignation, if not re-employed by the District within eighteen (18) consecutive months following the date of resignation.
B. Discharge for any reason unless the discharge is rescinded or overturned;
C. Change in job classification within the bargaining unit as herein provided.

Section 10.5.
Seniority rights will NOT be lost for the following reasons without limitation:

A. Time lost by reason of industrial accident, industrial illness, or judicial leave.
B. Time on leave of absence granted for the purpose of serving in the armed forces of the United States.
C. Time spent on other authorized leaves.
D. Time spent in layoff status as hereinafter provided.

Section 10.6. Longevity.
Longevity is defined as the total years of service working for any Washington State school district. For those employees hired by December 31 and completing the remainder of that school year, they will be granted one (1) year of service. New employees who have prior work experience in any school district within the United States and are hired to perform similar work shall retain the same longevity for placement on Schedule A, vacation and other benefits that they accrued in their previous employment and are available from the District. If the former employer has a different system for computing leave benefits and other benefits, the new employee shall be granted the same leave benefits and other benefits as an employee in the District who has similar occupational status and total years of service, in accordance with Washington State statute.

LAYOFF

Section 10.7.
In the event of layoff, subject to Section 10.12, employees so affected are to be placed on a reemployment list maintained by the District according to seniority. Staff on layoff may apply for posted positions and have priority for those positions based on Section 10.10. This list shall remain in effect from the date of layoff for a period of eighteen (18) months. When there is an employee(s) in layoff status, all open positions shall be posted in the personnel office and made available only to employees in layoff status and those employees with four (4) or more years of seniority in the bargaining unit. Except in extraordinary cases, the District will give an employee two (2) weeks' notice of intention to layoff.

Section 10.8.
Employees on layoff status will file their addresses, telephone numbers, and email addresses in writing with the Personnel Office and shall thereafter promptly advise that office in writing of any change of addresses, telephone numbers, email address or availability for employment.

Section 10.9.
The employee may reject an offer of position with fewer hours or a change in position that results in a lower hourly rate of pay and remain on the reemployment list per Section 10.7 above. If the employee does not accept an offer of a position of same or comparable hours within five (5) working days, the employee will forfeit rights to reemployment.

POSTINGS

Section 10.10.
All positions not filled pursuant to Section 10.10.1 will be posted on the District website, in the District office, and in each school building. Positions shall be posted at least five (5) working days prior to being permanently filled. All job openings posted will include in the posting the job classification as well as the locations of such job openings. Employees covered by the Agreement shall first be considered by the

District for all job openings covered by this Agreement. The Chapter President shall be sent copies of all postings listed in Schedule A. It is the responsibility of the employees to make themselves aware of job openings within the District.

Section 10.10.1.
Once per year, per building, additional work time of less than fifteen (15) hours per week shall be offered within the building by seniority where current schedules are not disrupted. As often as needed, additional work time of less than fifteen (15) hours per week will be offered within the building by seniority where current schedules are not disrupted, for the duration of the school year only. The LCEA President will be informed whenever time is added in this manner.

Section 10.11.
Positions will be filled based on the following criteria: training, ability, qualifications, skills, experience, seniority and other relevant factors. If the District determines that seniority should not prevail because a junior employee or other applicant possesses abilities, skills, or other qualifications greater than a senior employee, the District shall put forth in writing the reason(s) for the bypass to the senior employee with a copy to the Chapter's President. Bargaining unit members who are not selected for positions for which they applied, will be notified in writing.

BUMPING

Section 10.12.
When it is necessary to reduce the working force, the District shall adhere to seniority as nearly as possible, as per Section 10.3. An employee has the right to bump less senior employees in his or her job title in order to avoid layoff or reduction in hours of more than one (1) hour. Employees are not required to exercise their bumping right and may elect, within two (2) working days, to accept the reduced position or to be placed on a recall list. Bumping of a less senior employee in another job title is contingent on the senior employee's qualifications to perform the duties of the position as required by the job description. The District shall have the authority to direct such a bump between positions that are similar in wages, hours and working conditions during a layoff situation. Qualifications and similar working conditions shall be determined by a joint labor management committee prior to reduction in force. The issue of similar working conditions is subject to review under the grievance procedure, limited to whether the determination was arbitrary and capricious.

INVOLUNTARY TRANSFER

Section 10.13.
When the District determines that it is necessary to decrease positions at one building, and there is a corresponding need for an additional position at a different building, the District will first ask for volunteers from employees with comparable hours at the affected building. If there is more than one (1) qualified volunteer, seniority will be given preference. If there are no qualified volunteers to fill the position then the District will move the employee who is first, closest in hours to the time needed in the other building, and second, has the least amount of seniority.

RESTORATION OF REDUCED TIME

Section 10.14.
Time lost to employees solely due to budget constraints may be restored under the following conditions without regard to seniority: (1) a list shall be maintained by building noting total time reduction by employee name and date of reduction, (2) the District will make all reasonable efforts to restore time to affected employees, in consultation with the Association, before additional time is posted in each building. Whenever possible, time should be restored as first lost, first restored.

ARTICLE XI

DISCIPLINE, DISCHARGE AND RESIGNATION OF EMPLOYEES

Section 11.1.
The District shall have the right to discipline or discharge an employee for justifiable cause. The issue of justifiable cause shall be resolved in accordance with the grievance procedure hereinafter provided. If the District has reason to reprimand an employee, it shall be done in a manner which will not embarrass the employee before other employees or the public. If an investigative meeting with an employee may reasonably lead to discipline, the employee shall have the right to be accompanied by an Association representative.

Section 11.2. Progressive Discipline.
As a general rule, the District will follow progressive discipline. However more serious substantiated misconduct may necessitate disciplining an employee at a higher level of discipline. Some offenses are regarded as so serious that no specific warning or prior disciplinary action needs to precede discharge. Employees are presumed to know that such serious offenses may lead directly to discharge.

Section 11.3.
The employee will give the District two (2) weeks' notice of intention to resign.

ARTICLE XII

INSURANCE AND RETIREMENT

Section 12.1. School Employee Benefits Board.
The employer agrees to provide the insurance plans, follow employee eligibility rules and provide funding for all bargaining unit members and their dependents as required by State law, the State Operating Budget and the School Employees' Benefits' Board (SEBB). Inclusive of employer funding will be payment of the retiree carve-out for all eligible employees. The employer agrees to provide timely information about SEBB insurance plans to eligible employees.

Section 12.2. Duration of Premium Payment.
Premium payments shall be for the duration of the employee's eligible employment.

Section 12.3.
The employer agrees to follow SEBB eligibility rules for employees who are anticipated to work six hundred thirty (630) hours or more per school year.

Section 12.4.
In determining whether an employee subject to this Agreement is eligible for participation in the Washington State Public Employees' Retirement System or the Washington School Employees' Retirement System, the District will comply with applicable laws and regulations.

Section 12.5.
The District shall provide tort liability coverage for all employees subject to this Agreement.

Section 12.6.
The District shall participate, as appropriate, in the Washington State Unemployment Compensation Fund requisite to providing unemployment benefits for all employees subject to this Agreement.

Section 12.7. VEBA Contribution.
For the 2025-2026 school year, the District shall contribute thirty-five dollars ($35) per month to each SEBB-eligible employee's VEBA account.

For the 2026-2027 school year, the District shall contribute forty dollars ($40) per month to each SEBB eligible employee's VEBA account.

ARTICLE XIII

GRIEVANCE PROCEDURE

Section 13.1. Step 1. Immediate Supervisor.
All differences in connection with this Agreement shall first be discussed with the immediate supervisor involved. Grievances not raised within twenty (20) working days of occurrence or within twenty (20) working days of the time when the facts giving rise to the grievance should have been known to the employee will not be subject to the grievance procedure. The immediate supervisor will have five (5) working days to resolve the grievance.

Section 13.2. Step 2. Written Filing with Human Resources.
If the matter cannot be resolved at Step 1, or if the immediate supervisor does not respond within the five (5) working days referred to in Section 13.1, the Association will reduce the grievance to writing specifying the precise section of the Agreement allegedly violated, and the facts giving rise to the grievance. The Association must submit the written grievance appeal to the Director of Human Resources within five (5) working days. The Director of Human Resources will meet with an Association Representative within ten (10) working days, or at a mutually agreeable time, after receiving the response at Step 1. The Director of Human Resources will respond in writing within ten (10) working days of the meeting with the Association representative.

Section 13.3. Step 3. Superintendent.
If the matter cannot be resolved at Step 2, or if the Director of Human Resources does not respond within the five (5) working days referred to in Section 13.2, the Association will submit a written grievance appeal

to the Superintendent. The grievance will be reduced to writing specifying the precise section of the Agreement allegedly violated, and the facts giving rise to the grievance. A representative of the Association shall meet with the Superintendent or designee within ten (10) working days, or at a mutually agreeable time, after receiving the response at Step 2. The Superintendent or designee will respond in writing within ten (10) working days of the meeting with the Association representative.

Section 13.4. Step 4. Arbitration.
If the matter is not settled at Step 3, the Association, within fifteen (15) working days from receipt of the Superintendent's response, shall notify the District that it is elevating the matter to arbitration. The District and Association may reach agreement on an arbitrator. If agreement is not reached, the Association may request arbitrator assignment through the American Arbitration Association. The arbitrator's decision shall be final and binding on all parties.

Section 13.5. Arbitration Costs.
Each party shall bear one-half (1/2) of the fee of the arbitrator and any other expenses jointly incurred by mutual agreement incident to the arbitration hearing. All other expenses, including attorney fees, shall be borne by the party incurring them and neither party shall be responsible for the expense of witnesses called by the other party.

Section 13.6. Arbitrator's Jurisdiction.
Arbitration shall be limited to issue(s) involving the interpretation or application of the specific terms of this Agreement and the Arbitrator shall have no power to add to, modify, or otherwise alter this Agreement.

ARTICLE XIV

TRAINING/PROFESSIONAL DEVELOPMENT

Section 14.1. Professional Development.
During the term of this Agreement, the District will continue to fund training and professional development programs and opportunities designed to improve the job skills and safety of classified employees. A variety of training opportunities will be developed and offered. If the District requires attendance of the employee, regular salary rates will be paid. The provisions of this article are not subject to the grievance procedure.

Section 14.2. Staff Development Program.
An effective employee development program is necessary in order to ensure meaningful growth opportunities for employees, which result in strengthened professional knowledge and skills. Professional development shall be:

- Focused on activities that are connected to school district initiatives and each school's improvement plan and relevant to improving student performance
- Activities identified by employees as job related staff development in support of goals identified on their annual performance evaluation, or throughout the work year as part of collaboration with their immediate supervisor, program director or principal to meet performance goals throughout the next evaluation period.

Association and District representatives shall review professional development needs as needed and at least annually. The District will provide a fund annually for training/in-service for employees. This fund will be

five thousand dollars ($5,000). Unused funds up to two thousand five hundred dollars ($2,500) will roll over to the following year and be added to the annual allotment, not to exceed seven thousand and five hundred dollars ($7,500). These funds may be used for staff development purposes only. Eligible expenditures include:

1. Cost of hiring instructors/consultants to present agreed upon professional development programs/classes
2. Registration, fees, meals associated with conferences or incurred in conference travel
3. Substitutes to release staff to attend training during the workday to attend pre-approved programs
4. Individual in-service maximum allowable annually is three hundred fifty dollars ($350).
5. Registration procedures, approval and reimbursement shall be administered in accordance with District procedures

It is the intent of the parties to regularly review staff development needs relating to specific job requirements. Representatives of the parties will then jointly determine the type of in-service/training approved, delivered, or made available to members of the bargaining group. The Association shall appoint two (2) members and the District shall appoint one (1) central office staff member to consider applications for individual in-service requests. In September of each year the District shall provide the Association with a summary of the expenses approved and disbursed over the preceding year.

Section 14.3.

Beginning of the School Year: The Association Chapter President or designee may attend the new employee orientation meeting held prior to the beginning of each school year and during the meeting may meet with employees for thirty (30) minutes. Throughout the Contract Year: Designated leaders and staff representatives shall have thirty (30) minutes to meet within employees hired after the new employee orientation at the new hire's District orientation. New employees shall be paid for orientation time, including the Association portion. Association leaders shall be on unpaid time or paid leave if the meeting occurs during their work time. New employees are not required to attend the Association portion of the meeting.

ARTICLE XV

SALARIES AND EMPLOYEE COMPENSATION

Section 15.1.

Employees will be compensated in accordance with the provisions of this Agreement for all hours worked. Salaries for employees subject to this Agreement, during the term of this Agreement, are contained in Schedule A attached hereto and by this reference incorporated herein.

Section 15.2.

Retroactive pay, where applicable, shall be paid on the first regular payday following execution of an agreement if possible and in any case not later than the second regular payday.

Section 15.3.

Employees required to drive personal vehicles from one site to another in the course of their regular work will receive mileage allowance at the IRS rate.

Section 15.4.
Employees required to remain overnight on District assignment will be reimbursed expenditures according to Board Policy 6213 and 6213P

ARTICLE XVI

PARAEDUCATOR LEVELS

Section 16.1. Level 1 - Instructional Paraeducator.
Paraeducators who work under direct supervision of certificated personnel. Responsibilities may include, but are not limited to the following:

A. Lead small groups
B. Instruct students in the classroom
C. Assist with classroom preparation and other related tasks

Section 16.2. Level 2 - Specialized Paraeducator.
Paraeducators whose responsibilities may include, but are not limited to the following:

A. Provide extended day learning programs
B. Routinely test students under the direction of school psychologist or administer state-mandated tests such as the WIDA
C. Provide the Multilingual Learner (ML) Program
D. Translate written materials and interpret oral communications

Section 16.3. Level 3 - High Impact Paraeducator.
Paraeducators who routinely work with students who have severe disabilities, multiple disabilities, significant behavior concerns and/or are physically aggressive, and who need continuous support (in accordance with their IEP) throughout the day to be successful. Works directly under the certificated personnel in charge of the ELRC programs.

Section 16.4. Combined Assignment Paraeducators.
Combined Assignment Paraeducators are defined as Paraeducators who routinely work within more than one (1) Paraeducator Level. Combined Assignment Paraeducators will be paid for their entire shift at the highest Paraeducator Level rate for which they are annually scheduled. Disputes over definitions of "annually scheduled" shall be resolved in Conference Committee.

Section 16.5. Changes to Assignments.
The District will endeavor to maintain current assignments but will assign employees in the best interest of District programs. Employees will be paid at the rate associated with their assigned Level. Involuntary changes to a Paraeducator's assignment that shift them into a lower-compensated Level after December 31 of the school year will not be reflected in their pay rate until the following school year, should the employee remain in the same position.

Section 16.6. Level Disputes.
Paraeducators concerned about their level or primary assigned duties will first address the issue with their Building Principal. If the dispute is not resolved, then the Paraeducator may address the issue to the Department of Human Resources.

ARTICLE XVII

TERMS AND SEPARABILITY OF PROVISIONS

Section 17.1.
The term of this Agreement shall be September 1, 2025 to August 31, 2027.

Section 17.2.
All provisions of this Agreement shall be applicable to the entire term of this Agreement notwithstanding its execution date, except as provided in the following section.

Section 17.2.1.
This Agreement may be reopened and modified at any time during its terms upon mutual consent of the parties in writing.

Section 17.2.2.
This Agreement shall be reopened, as necessary, to consider the impact of any legislation enacted following execution of this Agreement which may arguably affect the terms and conditions herein or create authority to alter personnel practices in public employment.

Section 17.2.3.
Nothing in the Collective Bargaining Agreement would preclude the parties from amending this contract through the use of an MOU during Conference Committee Meetings.

Section 17.3.
The inflationary adjustment designated by the state legislature pursuant to RCW 28A.400.205 shall be added to the salary for every category and employee.

Effective September 1, 2025, wages shall be increased by the Implicit Price Deflator plus 1%.
Effective September 1, 2026, wages shall be increased by the Implicit Price Deflator plus 1%.

A new position will be created: "Program Coordinator 2 (Family Community Services)"

For the 2025-2026 school year, this position will be paid one dollar twenty-five cents ($1.25) more per hour than the Program Coordinator 1 (previously named "Program Coordinator").

For the 2026-2027 school year, the wages for the Program Coordinator 2 (Family Community Services) will be increased by an additional seventy-five cents ($0.75) more per hour.

Section 17.4.
Any clause in this Agreement that is in conflict with Federal or State law in existence now or any law or laws that may hereinafter be passed by regular constitutional authorities, shall be amended to conform to such law.

Section 17.5.
Any differences in administering this Agreement over wages, hours, working conditions, and any clause contained herein, shall be subject to the grievance procedure.

SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU LOCAL 1948

LYNDEN CLASSIFIED EMPLOYEES
ASSOCIATION CHAPTER #827

BY: Linda Eastman
Linda Eastman, Chapter President

DATE: 9-11-2025

LYNDEN SCHOOL DISTRICT #504

BY:
David VanderYacht, Superintendent

DATE: 8.26.2025

SCHEDULE A

LYNDEN CLASSIFIED EMPLOYEES ASSOCIATION

September 1, 2025 – August 31, 2026

Lynden School District No. 504
1203 Bradley Rd
Lynden, WA 98264

PERFORMANCE EVALUATION FOR CLASSIFIED EMPLOYEES

(Secretary, Classified Librarian, Computer Lab Specialist, Non-instructional Aide)

Name: _____ Position: _____ School: _____

INSTRUCTIONS: Evaluate the employee's performance in comparison to other employees in similar positions and classifications known to you. Place a check in the column that most nearly expresses your judgment.

CATEGORIES	STRONG	SATISFACTORY	NEEDS IMPROVEMENT*	UNSATISFACTORY*
QUALITY OF WORK (Accuracy, thoroughness, effectiveness)	High Quality ☐	Average Quality ☐	Quality Often Unacceptable ☐	Unacceptable Quality ☐
QUANTITY OF WORK (Extent to which employee's efforts satisfy the amount of work required by this job)	Output Above Average ☐	Average Output ☐	Output Below Average ☐	Unsatisfactory Output ☐
PROBLEM SOLVING ABILITY (Resourcefulness; ability to assess dimensions of problems, determine priorities and reach quick, accurate solutions)	Above Average Problem Solving Ability ☐	Average Problem Solving Ability ☐	Below Average Problem Solving Ability ☐	Unsatisfactory Problem Solving Ability ☐
JUDGMENT (Decision-making based on considering appropriate information, confidentiality)	Good Judgment ☐	Acceptable Judgment ☐	Judgment Often Unreliable ☐	Poor Judgment ☐
ABILITY TO RELATE TO OTHERS (Cooperation, courtesy, tact, sensitivity to students, staff, parents and public)	Above Average Ability ☐	Average Ability ☐	Limited Ability ☐	Relates to Others Poorly ☐
INITIATIVE (The initiation of action; demonstrated willingness to exceed minimum performance required by job)	Shows Strong Initiative ☐	Occasionally Initiative Action ☐	Rarely Show Initiative ☐	Needs Constant Prodding ☐
DEPENDABILITY (Reliability, degree to which employee can be depended upon to complete tasks)	Above Average Dependability ☐	Average Dependability ☐	Often Not Dependable ☐	Not Dependable ☐
ATTENDANCE AND PUNCTUALITY (Adherence to assigned hours and days of work)	Good Attendance and Punctuality ☐	Average Punctuality and Attendance ☐	Not Regular in Attendance; Often Tardy ☐	Too Frequently Absent or Late ☐
MASTERY OF JOB (Extent to which employee demonstrates the level of performance required by the job)	Above Average Mastery of Job ☐	Average Mastery of Job ☐	Below Average Mastery of Job ☐	Unsatisfactory Mastery of Job ☐

CATEGORIES	STRONG	SATISFACTORY	NEEDS IMPROVEMENT*	UNSATISFACTORY*
FLEXIBILITY – COOPERATION (Extent to which an employee is able to adjust to new situations and priorities)	Strong Flexibility and Cooperation ☐	Average Flexibility and Cooperation ☐	Limited Ability to Adjust ☐	Rigid – Uncooperative ☐
COMMUNICATION SKILLS (Ability to communicate through use of the written and spoken word)	Above Average Ability to Communicate ☐	Average Ability to Communicate ☐	Has Difficulty Communicating ☐	Has Extreme Difficulty Communicating ☐
CLERICAL SKILLS (Typing, filing, duplicating, and use of office equipment NA ☐	Makes Few Errors, well Corrected, Good Speed ☐	Average ☐	Slower than Average ☐	Unsatisfactory ☐
RECORD KEEPING (Accuracy and accountability in maintaining records NA ☐	Above Average ☐	Average ☐	Slower than Average ☐	Unsatisfactory ☐
ORGANIZATION (Orderly work station) NA ☐	Above Average ☐	Average ☐	Has Difficulty ☐	Unacceptable ☐
PERSONAL APPEARANCE		Satisfactory ☐	Needs Improvement ☐	Unsatisfactory ☐
OVERALL PERFORMANCE	Strong ☐	Satisfactory ☐	Needs Improvement ☐	Unsatisfactory ☐

SIGNATURE OF EVALUATOR

This report is based on my observations and knowledge. It represents my best judgment of this employee's ability.

_____ _____

Supervisor's Signature Date

SIGNATURE OF PERSON EVALUATED

I have reviewed this report. My signature does not necessarily indicate agreement with the rating.

_____ _____

Employee's Signature Date

Employees may attach written comments if they so desire.

EVALUATOR'S COMMENTS

*The evaluator should explain any Needs Improvement or Unsatisfactory Ratings.

CC: Principal, Employee, Personnel File

Lynden School District
1203 Bradley Rd
Lynden, WA 98264

PARAEDUCATOR PERFORMANCE EVALUATION

(For all Instructional Assistants)

Name:_____ Type of Evaluation:

School: _____ _____ Annual

Assignment: _____ _____ Other

Ratings	Definitions
E	Exceeds Expectations
M	Meets Expectations
N	Needs Improvement
U	Unsatisfactory; does not meet expectations
NA	Not applicable

RATING **PERFORMANCE CRITERIA:**

_____ Shows enthusiasm and interest in working with students and in the subject(s) taught.

_____ Demonstrates ability to communicate appropriately through use of written and spoken word.

_____ Demonstrates ability to understand and use materials presented to students.

_____ Uses positive instructional techniques with students.

_____ Adapts instructional approaches and techniques as directed by teacher(s) and based on student needs.

_____ Uses knowledge of individual students, when provided, to carry out the teacher(s)' lesson plans.

_____ Uses specialized skills (SLP, ESL, Sign Language) effectively and as appropriate with students.

_____ Recognizes conditions that may lead to disciplinary problems and is able to maintain discipline when necessary.

_____ Demonstrates problem-solving skills (resourcefulness; ability to assess dimensions of a problem, determine priorities and reach a quick, accurate solution).

_____ Demonstrates good judgment (decision-making based on considering appropriate information, confidentiality; relates questions and concerns to supervising teacher(s)).

_____ Demonstrates ability to relate to others (cooperation; courtesy; tact; sensitivity to students, staff, parents and public).

_____ Demonstrates flexibility (ability to adjust to new situations and priorities).

_____ Demonstrates initiative (a willingness to exceed minimum performance requirements and a desire to improve skills).

_____ Demonstrates dependability (task completion, punctuality).

_____ Maintains high quality of work (keeps accurate, thorough records as required by program and position).

A written plan must be developed and attached for each area that is marked unsatisfactory.
The plan must include specific expectations for improvement.

This paraeducator's strengths are:

Recommended areas of improvement:

This report is based on my observations and knowledge. It represents my best judgment of this employee's performance.

Evaluator's Signature/Position

Date

I have reviewed this evaluation. My signature does not necessarily indicate agreement with the rating.
(Employee may attach written comments.)

Employee's Signature
(Copy to Employee, Principal, Personnel File)

Date

Lynden School District

Plan of Improvement for Classified Personnel

Name:_____ Position/School: _____ Date: _____

Signatures acknowledging initiation of plan: Employee: _____ Supervisor: _____

☐ Parties have reviewed current job description.

Background (Summary of verbal and written communications related to this plan):

Instructions:

A. List specific duty or responsibility that needs improvement (1 per page);
B. Specify level of job related performance (example: 3 out of 5 days);
C. List re-evaluation date and goal/completion date;
D. List assistance, training, or support resources available to employee;
E. List who will observe and when;
F. Detail specific progress in meeting goal.

A. Area of Concern	B. Expectations of Improvement	C. Re-evaluation and/or Goal Completion Date(s)
		Supervisor Initials: _____ Employee Init: _____ Date: _____
D. Support	E. Observations	F. Progress
		Supervisor Initials: _____ Employee Init: _____ Date: _____

Conclusion:

It is my judgment based upon criteria that this staff member's overall performance has been ☐ satisfactory ☐ unsatisfactory during the time period covered under this Plan of Improvement.

Date:_____ Supervisor's Signature: _____

Position: _____

Additional comments attached: ☐ Yes ☐ No

My signature below indicates that I have seen this summary report. It does not necessarily indicate agreement with the findings. I understand that provisions of the Lynden School District Collective Bargaining Agreement provide for a process to review this plan should I desire such a review.

Date: _____ Classified Employee's Signature: _____

Statement by classified employee attached ☐ Yes ☐ No

CC: Staff Member, Evaluator, Superintendent, Personnel File