Board of Trustees Study Session and Meeting

Monday, February 13, 2023
4 p.m. to 6 p.m.
W305 Board Room
Also available on Teams

Study Session

- **Open House Update**
  - *Strategic Alignment: Enrollment*
  - Casey Melnrick

- **Office of Student Life**
  - *Strategic Alignment: Enrollment*
  - Dr. Sheila Walton

- **Accreditation Update**
  - *Strategic Alignment: Teaching and Learning*
  - Elsa Gossett

- **Tenure Process Review**
  - *Strategic Alignment: Teaching and Learning*
  - Tuấn Đằng

Board of Trustees Meeting

- **Land Acknowledgment**
  - Laura Wildfong
  - *We acknowledge that the LWTech campus is on the traditional land of the first people of Seattle, past and present, and we honor with gratitude the land itself, and the Coast Salish, Stillaguamish, Snoqualmie, Muckleshoot and Duwamish tribes. We acknowledge these tribes by showing respect and take an intentional step toward correcting the stories and practices that erase Indigenous people’s history and culture, and toward inviting and honoring the truth.*

- **Roll Call**
  - Laura Wildfong

Consent Calendar:

- Approval of Agenda
- Minutes, January 9, 2023

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1Public comment is limited to matters which are not of a quasi-judicial nature. No more than six speakers may address the Board on any one subject. If there are both proponents and opponents of a matter who wish to speak, only the first three persons speaking in favor of the matter and the first three persons speaking in opposition of the matter may address the Board.
General Discussion

Public Comments: Individuals may sign in for public comment, limited to 3 minutes each
Laura Wildfong

Introduction of New Employees
Dr. Amy Morrison

Reports to the Board

Associated Student Government
ASG Representatives
2

Federation of Teachers
Jason Sobottka
Rebecca Talbot-Bluechel

President
Dr. Amy Morrison

Board Chair Update
Laura Wildfong

Trustees Activities Update
Trustees

Foundation Liaison Update
Bob Malte

Financial Summary
Bruce Riveland
3

Administration
Executive Cabinet
4

Action Items

Item 1132: Bachelor of Science in Computer Science degree
Cherie Bachman
Dr. Mike Potter
Elsa Gossett
5

Item 1133: Ratification of IUOE Contract
Meena Park
Bruce Riveland
6

Item 1134, Resolution 137: Delta Dental acknowledgement
Kellie Whitcomb
Tuấn Đăng
7
Executive Session

The Board of Trustees may convene to an Executive Session to discuss matters covered under RCW 42.30.110, which may include:

1. To evaluate the performance of a public employee(s)
2. To discuss with legal counsel representing the agency litigation matters
3. To discuss and consider real estate acquisition
4. To plan or adopt the strategy or position to be taken by the governing body during the course of any collective bargaining, professional negotiations, or grievance or mediation proceedings, or review the proposals made in the negotiations or proceedings while in progress.

Action from the Executive Session may be taken in Regular Session, if necessary, as a result of items discussed in the Executive Session.

Adjournment
January 9, 2023 Board of Trustees Meeting  
4 p.m. to 6 p.m.  
Hybrid Meeting

Chair Wildfong called the meeting to order at 4:06 p.m. in order to recognize Transforming Lives Award Recipient LuLu Yao. LWTech Foundation President Bill Shelby presented Ms. Yao with a scholarship check from the Foundation, and Chair Wildfong read the Board Resolution recognizing Ms. Yao into the record (see attached).

The Board Meeting study session was then called to order at 4:15 p.m. President Morrison provided a legislative update to the Trustees regarding college and system priorities and strategies for the current legislative session, including fully funding COLAs for employees, and workforce equipment funding. President Morrison provided an overview of the governor’s budget that was released for review.

Executive Director Britten provided an update on the progress on the EDI Strategic Plan. Part of the progress made with the Office of EDI has been to streamline the subcommittees of the Equity, Diversity, and Inclusion Committee (EDIC), to align with the actions of the strategic plan. The Office of EDI has been working to provide training on anti-racism to the college community and providing space for conversations regarding the trainings. Executive Director Britten was appointed to the American Indian Advisory Studies Board to liaise with tribal agencies and businesses and colleges, and in February there will be a summit with these groups for conversation about mutual support. We will continue to engage with the tribes related to our land acknowledgement. The Office of EDI continues to explore how can we have relationships with our local tribal communities that really look like what their relationship is with us.

Executive Director Cathy Copeland presented regarding the current status of grants at LWTech.

Chair Wildfong called the Board Meeting to order at 5:00 p.m. Chair Wildfong opened the Board Meeting by reading the LWTech Land Acknowledgement.

The consent agenda was approved.

Roll Call
Board of Trustees:
Anne Hamilton  Laura Wildfong (Chair)  Bob Malte
Randy Scott   John Clark
Dr. Hayden introduced several new employees, including Aaron Sparks, the Coordinator of our Veteran’s Center, Mila Isakova, the administrative assistant in Student Development, Lily Alvarez, our Opportunity Grant Coordinator, and Caroline Holmes, the Worker Retraining Coordinator. Elsa Gossett also introduced Elisa Fitzpatrick, the Administrative Assistant in the office of the President and LWTech Foundation.

ASG Advisor Dr. Sheila Walton provided an update on ASG activities regrouping for Winter Quarter, including training on legislative process, and they have hired a new student ASG member to assist with completing their office positions.

**AFT Co-President Rebecca Talbot-Bluechel** shared that AFT has started getting into a cadence of regular and executive meetings. Additionally, they have recruited additional members for their bargaining team.

**President Morrison shared:**
- Over the holiday break, President Morrison received a call from Senator Patty Murray to let us know that our solar panel project was funded.
- Last week we ramped up as a college community to prepare for today’s first day of classes, including Inservice activities centered around wellness and health.
- We continued our sessions on the ALOHA framework for anti-racism, and heard from Dr. Kira Mauseth on the current issues facing the workforce, especially as educators, and how grief and loss continue to affect everyone as underlying factors in behavioral health.
- Inservice also featured a wellness panel of in-house experts on tips for employee wellness, HR best practices, employee affinity groups, and other different aspects of staying healthy during the winter.
- Enrollment is up 10% compared to last year!
- President Morrison thanked the board for their support as she takes Bereavement Leave starting this Thursday through the 19th.

President Morrison shared the Strategic Questions document collated from the Board Retreat in September 2022, requesting any particular prioritization from the Board. Currently, the topics
will be folded into future study sessions and connected through to these questions to help the trustees with feedback for these strategic areas.

**Chair Update: Chair Wildfong** reminded folks about the upcoming ACT Retreat.

**Trustee Updates:** There were no additional Foundation Updates.

**Foundation Update:** Trustee Malte reported that the Bright Futures Benefit Week has raised over $420,000 for student scholarships and program support. The Foundation plans to offer $275,000 in student scholarships in the spring 2023 cycle. Kate Butcher, a previous Foundation Board member, will be facilitating the Foundation Board retreat on the 20th which will include breakouts on DEI and events.

**Financial Update:** Vice President Riveland was happy to share the November was an uneventful month. Revenue was up, and expenses were down. Revenue exceeded expenses by $260,000; reserves currently sit at $7.2 million, approximately 16% of total expenses.

**Action Items:**

**Item 1129: Anti-Hazing Policy Update**
Trustee Hamilton moved; Trustee Scott seconded. The motion was approved.

**Item 1130, Resolution 136: Recognizing Transforming Lives Nominee LuLu Yao**
Trustee Malte moved; Trustee Hamilton seconded. The motion was approved.

**Item 1131: College Parking Lot Rental**
Trustee Scott moved; Trustee Malte seconded. The motion was approved.

Chair Wildfong adjourned the meeting at 6 p.m.

Respectfully submitted,

Elsa Gossett
Executive Assistant to the President
LAKE WASHINGTON INSTITUTE OF TECHNOLOGY
BOARD OF TRUSTEES

2023 LWTech Transforming Lives Award
LuLu Yao

WHEREAS, Lake Washington Institute of Technology offers students the opportunity to pursue their career and educational goals to create a rewarding future for themselves and their families; and,

WHEREAS, education not only gives students the opportunity to achieve their goals but also allows them to learn more about their personal gifts, innate strength, and ability to persevere, succeed, and transform their lives; and,

WHEREAS, LuLu Yao was proudly and unanimously nominated by the Lake Washington Institute of Technology Board of Trustees as the 2023 LWTech nominee for the Washington Association of College Trustees’ Transforming Lives Award; and,

WHEREAS, LuLu Yao is being recognized as the Lake Washington Institute of Technology Transforming Lives Award recipient for her success in transforming her life through education at Lake Washington Institute of Technology; and,

WHEREAS, LuLu Yao will be recognized at the Washington Association of College Trustees’ Transforming Lives Award ceremony in January 2023; and,

WHEREAS, LuLu’s success symbolizes the accomplishments of all students at Lake Washington Institute of Technology, many of whom, like LuLu, have overcome difficult situations to attain their educational goals; and,

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees commends LuLu Yao on her perseverance, strength, courage, and hope, and dedication to her educational goals.

ADOPTED by the Board of Trustees at a regular meeting on January 9, 2023.

LAKE WASHINGTON INSTITUTE OF TECHNOLOGY
DISTRICT 26 BOARD OF TRUSTEES

Laura Wildfong, Chair

John Suk, Vice-Chair

Anne Hamilton, Trustee

Bob Malte, Trustee

Randy Scott, Trustee

Attest: __________________________
Dr. Amy M. Morrison, President
Overview and Guiding Questions for Today

1. What priorities guide grant work at LWTech?
2. What is LWTech’s success rate in pursuing grants?
3. What are recent grant highlights at LWTech?
4. What is available in the future and what will LWTech pursue in 2023 and beyond?

Q1 - What priorities guide grant work at LWTech?
• People and Plans!

THANK YOU!!!

• Research & Grants Team
  • Cathy Copeland
  • Sarah Chandler
  • Dexter Smith
• Executive Cabinet & Deans
• Faculty
• Institutional Planning & Effectiveness Council (IPEC)
Q1 - What priorities guide grant work at LWTech?

- **IPEC:** IPEC is one of six governance councils at LWTech:
  - College Council
  - EDI Council
  - Facilities Planning Council
  - Finance and Budget Advisory Council
  - Institutional Planning and Effectiveness Council
  - Instructional Council
- The role of IPEC encompasses three main areas:
  - Data
  - Grant-Making
  - Mission Fulfillment

Q1 - What priorities guide grant work at LWTech?

The groups introduced just now and IPEC

- Priorities are set at the department level in alignment with the Mission Fulfillment Plan, and EDI Strategic Plan.
- The Research & Grants team is currently developing an equity framework to use for each opportunity.

Q2 - What is LWTech’s success rate in pursuing grants?

- Proposal submitted at LWTech:
  - Due to the transition to ctcLink in February 2022, LWTech employed a strategic approach to grant applications for submission of new funding sources. This is in alignment with other community and technical colleges and was planned.

Q2 - What is LWTech’s success rate in pursuing grants?

- **Funding Rate in 2021-22:** 83% to date
  - In 2021-22, LWTech submitted 6 proposals for new funding and is funded to date for 5 of them.
    - National Science Foundation OER grant
    - Mental Health Counseling and Services Pilot Program
    - Student Emergency Assistance Grant Program
    - Congressional Earmark #1
    - Congressional Earmark #2
    - NSF PD 21-7980 - Pending
Q2 - What is LWTech's success rate in pursuing grants?

- **Funding Rate to date in 2022-23**: In process (25% to date)
- To date in 2022-23, LWTech has submitted 8 applications and two are funded with the others in pending status; funding is expected for several projects.
- An additional 5 proposals are planned in the next six months.

Q2 - What is LWTech's success rate in pursuing grants?

- **Benchmarking with other colleges**
  - Grant developers have a grassroots approach of sharing proposals submitted.
  - A recent review/document sharing session is described next. An example of the funding rate at peer colleges range from 35% to up to 76%.
  - LWTech meets or exceeds the funding rates of regional peers.

Q2 - What is LWTech's success rate in pursuing grants?

- **National funding rates**
  - Funding rates for some national programs are published online; for example, the National Science Foundation funding rate is 23% and NIH grants are known to be funded at ~20%.

1) [https://www.nsf.gov/homepagefundingandsupport.jsp](https://www.nsf.gov/homepagefundingandsupport.jsp)

Q3: What are recent grant highlights at LWTech?

- Since 2020-21, new grant funds at LWTech exceed $20,000,000.
- Grant funding opportunities have grown under the Biden administration and with Covid relief funding.
- The next slides show a snapshot of the full grant total as some awards, such as Perkins Career and Technical Education (CTE) State Grants are annual plans we submit to the state.
### Q3: What are recent grant highlights at LW Tech?

<table>
<thead>
<tr>
<th>Agency and Program</th>
<th>Funding</th>
<th>Initial Award Year</th>
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</thead>
<tbody>
<tr>
<td>Department of Education – IREPO</td>
<td>$2,712,306</td>
<td>2021</td>
</tr>
<tr>
<td>Department of Education – HEERF (Institutional Funds)</td>
<td>$5,743,673</td>
<td>2020</td>
</tr>
<tr>
<td>Department of Education – HEERF (Direct-to-Student Funds)</td>
<td>$4,276,255</td>
<td>2020</td>
</tr>
<tr>
<td>Department of Education – TRIO*</td>
<td>$2,683,665</td>
<td>2021</td>
</tr>
<tr>
<td>Department of Commerce (ELC funding)</td>
<td>$1,000,000</td>
<td>2022</td>
</tr>
<tr>
<td>Community Project Funding (Earmark #1) - ELC funding</td>
<td>$1,000,000</td>
<td>2022</td>
</tr>
<tr>
<td>National Science Foundation – OER grant</td>
<td>$365,000</td>
<td>2020</td>
</tr>
<tr>
<td>Congressionally Directed</td>
<td>$1,100,000</td>
<td>2022</td>
</tr>
</tbody>
</table>

*(Student Support Services (SSS and SSBD) are low-income, first generation or students with disabilities)

### Q4: What is available in the future and what will LW Tech pursue in 2023 and beyond?

- **Congressional Budget**: The most recent omnibus budget to pass in late December 2022 includes increases to major community funding tracks.
Q4: What is available in the future and what will be LWTech pursue in 2023 and beyond?

- **Highlights include:**
  - Strengthening Community College Training Grants received $60M in funding, a 30% increase in funding though below the $100M requested by the agency
  - TRIO programs, which include Upward Bound, Talent Search, and Student Support Service, got a $54 million increase to $1.2 billion
  - Child Care Access Means Parents in School, which subsidizes childcare for low-income students, got $10 million more, up to $75 million
  - Increases to Title III funding streams with program budgets increased by at least 10.9% for all programs

2) [https://www.ccdaily.com/2022/12/omnibus-appropriations-bill-includes-500-pell-grant-maximum-increase/](https://www.ccdaily.com/2022/12/omnibus-appropriations-bill-includes-500-pell-grant-maximum-increase/)


Q4: What is available in the future and what will be LWTech pursue in 2023 and beyond?

- **Plan at LWTech:** For the rest of the academic year, there are several proposals underway and in discussion, including:
  - Title III Strengthening Institutions ($2,250,000 over five years)
  - NSF S-STEM (Scholarships in STEM; up to $5,000,000 for consortia)
  - College Spark Equity Education Fund
  - Continued funds for mental health and students experiencing homelessness
  - Others TBD!

Q4: What is available in the future and what will be LWTech pursue in 2023 and beyond?

- **Further out at LWTech:** Future opportunities could include a National Institutes of Health community college-specific program (Building Bridges to Baccalaureates) or, following the construction of the new Early Learning Center, the CCAMPIS program.

Questions?
MLK Book Donation Drive.

Julie Ta’s program in collaboration with the Northwest African American Museum to collect PreK-12 books donated from our LWTech community went extremely well. Due to the Office of Student Life’s daily tabling events, the program has received a total of 170 books and over $325 in monetary donations and the program has increased awareness and engagement of the Northwest African American Museum program within our college community.

Lunar New Year Event.

The Office of Student Life team planned a beautiful Lunar New Year event on January 23rd from 10:00am to 2:00pm. Some of the programming of the event involved a traditional lion dance performance, crafts, activities and food catered by an Asian all woman organization. The event brought a lot of life to the east mall on a very important day, and has received a lot of praise from students.

Assigning Students to Tenure.

The Associated Student Government team was finally successful in assigning students to all of the current Tenure candidates of. The students look forward to working with their assigned committee on the tenure process. The ASG team is also excited to assign students to as many shared governance committees as possible as the academic year continues.

Club Fair and Welcome Back Events

The Office of Student Life welcomed new and returning students to Winter quarter over several Welcome Back Events. In the events the Office of Student Life had a chance to introduce themselves with several activities and giveaways. Additionally, Clarita Reyes, a Coordinator of Student Life and the LionsCREW team, was able to create the first in-person Club Fair event in several years. The fair assisted many students in finding the most relevant information about currently running clubs that fit their personal interests.

Hiring.

The Associated Student Government team is expanding and improving! ASG was able to find and recruit a Finance officer who will begin work on February 9th. Additionally, ASG is currently in the last staging of hiring and onboarding a PR officer. ASG is extremely excited about all of the possible opportunities and projects that the team will be able to begin once we have more students on the team. Additionally, the entire OSL team is continuously growing, with more students joining LionsCREW and the wellness center staff.

2023 Legislative Session.

On Thursday February 2nd the ASG President, Noa Joseph-Laleh, and the ASG Vice President, Jack Phu visited the capital building in Olympia along with other Associated Student Governments from colleges all around Washington state through the Washington Community and Technical College Student Association (WCTCSA). While the ASG team was in Olympia they met with representative and senators under the 45th legislative visits to discuss house and senate bills that heavily effect the lives of the student body of LWTech. Some of the issues included childcare, financial aid, and textbook affordability. The ASG team is planning on returning to the capital on February 9th.

Upcoming Student Programs Winter Events:

- Feb. 6th - Winterfest & movie night
- Feb. 13th - Valentine’s Day/Consent (Sexual Assault)
- Feb 13th - Veteran Center - Coffee & Conversation
- Feb 15th - Coffee & Conversation- self-love, affirmations, love language
- Feb 21st - Blood pressure, body fat, heart rate evaluations
- Feb 21st - Library Spoken Word
- March 1st - Developmental Disabilities Awareness Month
- March 1st - Diabetes prevention
- March 1st - Veteran Center - Meet & Greet
- March 6th - College Agency - Emoji Pillow giveaway
- March 8th - International Women’s Day/Women’s History Month with Janah

Student Programs Online: LWTech.edu/ASG  
LWTech.edu/CampusLife  LWTech.edu/RISE  
LWTech.edu/Admissions/Veteran-Services  
LWTech.edu/StudentPrograms
Attached are the following financial reports:

1. Statement of Revenue and Expenditures by Fund Source
2. Statement of Revenue and Expenditures and Fund Balance
3. Budget Status – Operating Budget by Fund Source

Summary Report:

• The College is at the midpoint of the fiscal year (50%). As of this time, we remain optimistic regarding the financial outlook for the year. Enrollments for Fall Quarter ended 1.62% higher than the prior year. Tuition revenues for Summer and Fall Quarters are up compared to the prior year. At this time, given the enrollment trends, the budget outlook remains neutral moving forward. We now will monitor enrollments for Winter Quarter which are currently up 8% compared to the prior year.

• For year to date, revenues total approximately $23.2 million, up 3.5% from the prior year. This is primarily due to an increase in the state allocation, fees and grant revenues. Expenditures total approximately $21.9 million and are down 6% from the prior year. This reflects lower financial aid and local fund expenditures compared to last year.

• For all funds, expenditures exceed revenues by approximately $1.28M. For the general and self-supporting funds, expenditures exceed revenues by approximately $1.4M.

• As of December 31, the College has a total fund balance for all funds of approximately $9M. As of December 31, the general operating reserve totals approximately $8.5 million (20%). This number will decline as expenditures are incurred in the last half of the year.

• For the general fund budget, expenditures total approximately $14.15 million and are down approximately 1% compared to the prior year. Travel spending has returned to pre-pandemic levels. There are no areas of concern at this point. Tuition revenue is up slightly compared to the prior year. This primarily reflects the impact of the tuition increase for this year and the flat enrollment for the first six months.

• For self-supporting fund activities, expenditures total approximately $1.3 million while revenues total approximately $1.78 million. As of December 31, revenues exceed expenditures by approximately $499,000. There are no areas of concern at this time.
# Monthly Financial Statement Dec 2022 BOT

1/27/2023

## REVENUES

<table>
<thead>
<tr>
<th>Fund</th>
<th>Description</th>
<th>Budget to Date</th>
<th>Revenue to Date</th>
<th>Balance</th>
<th>% Received</th>
<th>Prior Year % Received</th>
<th>$ Received as of 12/31/2021</th>
<th>Difference</th>
<th>% Change</th>
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<tbody>
<tr>
<td>001</td>
<td>State Allocations</td>
<td>24,860,828</td>
<td>10,860,082</td>
<td>13,874,746</td>
<td>44.19%</td>
<td>10,115,497</td>
<td>870,585</td>
<td>8.61%</td>
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<td>149</td>
<td>Tuition</td>
<td>7,756,479</td>
<td>5,452,193</td>
<td>2,304,296</td>
<td>70.29%</td>
<td>3,746,711</td>
<td>1,706,482</td>
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<td>149</td>
<td>Other/Investment</td>
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<td>0</td>
<td>882,000</td>
<td>0</td>
<td>0</td>
<td>0</td>
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<tr>
<td>148</td>
<td>Local Dedicated Funds</td>
<td>4,299,267</td>
<td>2,256,467</td>
<td>2,042,830</td>
<td>52.48%</td>
<td>1,787,626</td>
<td>468,842</td>
<td>26.23%</td>
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<tr>
<td>145/146</td>
<td>Grants &amp; Contracts</td>
<td>4,219,302</td>
<td>2,945,388</td>
<td>1,273,914</td>
<td>69.81%</td>
<td>2,659,070</td>
<td>286,319</td>
<td>10.77%</td>
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<tr>
<td>522</td>
<td>Student Activities</td>
<td>1,150,000</td>
<td>786,514</td>
<td>383,486</td>
<td>68.39%</td>
<td>576,654</td>
<td>209,860</td>
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<td>524</td>
<td>Bookstore</td>
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<td>6,393</td>
<td>73,607</td>
<td>6.393%</td>
<td>6,393</td>
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<tr>
<td>528*</td>
<td>Facilities/Safety</td>
<td>510,000</td>
<td>420,511</td>
<td>89,489</td>
<td>392,555</td>
<td>27,955</td>
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<td>569</td>
<td>Food Service</td>
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<td>0</td>
<td>0</td>
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<tr>
<td>570</td>
<td>Enterprise Activities</td>
<td>585,000</td>
<td>149,233</td>
<td>435,767</td>
<td>25.51%</td>
<td>244,049</td>
<td>(94,816)</td>
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<td>8x</td>
<td>Financial Aid</td>
<td>7,700,000</td>
<td>135,152</td>
<td>7,564,848</td>
<td>2,706,541</td>
<td>(2,571,389)</td>
<td>-95.01%</td>
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</table>

Subtotal: 52,042,906
Balance: 23,137,934
Change Over Prior Year: 28,904,972
Change Over Prior Year %: 44.46%
Change Over Prior Year % Received as of 12/31/2021: 22,234,095
Change Over Prior Year % Change: 4.07%

## EXPENDITURES

<table>
<thead>
<tr>
<th>Fund</th>
<th>Description</th>
<th>Budget to Date</th>
<th>Expended to Date</th>
<th>Balance</th>
<th>% Expended</th>
<th>Prior Year % Expended</th>
<th>$ Expended as of 12/31/2021</th>
<th>Difference</th>
<th>% Change</th>
</tr>
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<tbody>
<tr>
<td>000</td>
<td>General Operating</td>
<td>37,338,631</td>
<td>14,394,740</td>
<td>22,943,891</td>
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<td>121,455</td>
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<td>148</td>
<td>Local Dedicated</td>
<td>2,885,472</td>
<td>1,300,975</td>
<td>1,584,497</td>
<td>45.09%</td>
<td>1,712,378</td>
<td>(411,402)</td>
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<tr>
<td>145/146</td>
<td>Grants &amp; Contracts</td>
<td>4,558,232</td>
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<tr>
<td>522</td>
<td>Student Activities</td>
<td>1,517,217</td>
<td>642,153</td>
<td>875,064</td>
<td>42.32%</td>
<td>321,482</td>
<td>320,672</td>
<td>99.75%</td>
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<tr>
<td>524</td>
<td>Bookstore</td>
<td>20,000</td>
<td>85</td>
<td>20,085</td>
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<td>(1,375)</td>
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<td>528*</td>
<td>Facilities/Safety</td>
<td>510,000</td>
<td>510,000</td>
<td>0</td>
<td>(248)</td>
<td>248</td>
<td>-100.00%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>569</td>
<td>Food Service</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>570</td>
<td>Enterprise Activities</td>
<td>500,000</td>
<td>274,410</td>
<td>225,590</td>
<td>54.88%</td>
<td>279,597</td>
<td>(5,187)</td>
<td>-1.86%</td>
<td></td>
</tr>
<tr>
<td>8x</td>
<td>Financial Aid</td>
<td>7,700,000</td>
<td>1,801,298</td>
<td>5,898,702</td>
<td>3,656,724</td>
<td>(1,855,425)</td>
<td>-50.74%</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Subtotal: 55,029,552
Balance: 21,857,144
Change Over Prior Year: 33,172,408
Change Over Prior Year %: 39.63%
Change Over Prior Year % Received as of 12/31/2021: 23,314,538
Change Over Prior Year % Change: -5.99%

Total Expenditures: 55,299,552
Balance: 21,917,511
Change Over Prior Year: 33,382,041
Change Over Prior Year %: 39.63%
Change Over Prior Year % Received as of 12/31/2021: 23,314,538
Change Over Prior Year % Change: -5.99%

Total Revenue Over(under) Expend: (2,986,646)
## Statement of Revenue and Expenditures and Fund Balance

thru month ended December 31, 2022

<table>
<thead>
<tr>
<th>Fund Balance</th>
<th>Year-to-Date Revenue</th>
<th>Year-to-Date Expenditure</th>
<th>12/31/2022 Balance</th>
<th>12/31/2021 Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>001 State Allocations</td>
<td>0</td>
<td>10,986,082</td>
<td>10,986,082</td>
<td>0</td>
</tr>
<tr>
<td>149 Tuition</td>
<td>(324,067)</td>
<td>5,452,193</td>
<td>3,408,658</td>
<td>1,719,467</td>
</tr>
<tr>
<td>Other/Investment</td>
<td>75</td>
<td>75</td>
<td>75</td>
<td>109,132</td>
</tr>
<tr>
<td>149 Subtotal</td>
<td>(323,992)</td>
<td>5,452,193</td>
<td>3,408,658</td>
<td>1,719,543</td>
</tr>
<tr>
<td>148 Local Dedicated Finc</td>
<td>3,142,871</td>
<td>2,256,467</td>
<td>1,300,975</td>
<td>4,098,363</td>
</tr>
<tr>
<td>145 Grants &amp; Contracts</td>
<td>494,070</td>
<td>2,834,247</td>
<td>2,373,511</td>
<td>954,806</td>
</tr>
<tr>
<td>146 Grants &amp; Contracts</td>
<td>1,496,980</td>
<td>111,141</td>
<td>1,070,141</td>
<td>357,980</td>
</tr>
<tr>
<td>522 Student Activities</td>
<td>1,848,410</td>
<td>786,514</td>
<td>642,153</td>
<td>1,990,771</td>
</tr>
<tr>
<td>524 Bookstore</td>
<td>337,166</td>
<td>6,393</td>
<td>(85)</td>
<td>343,644</td>
</tr>
<tr>
<td>528 Facilities/Safety</td>
<td>206,914</td>
<td>420,511</td>
<td>0</td>
<td>627,425</td>
</tr>
<tr>
<td>569 Food Service</td>
<td>338</td>
<td>0</td>
<td>0</td>
<td>338</td>
</tr>
<tr>
<td>570 Enterprise Activities</td>
<td>102,008</td>
<td>149,233</td>
<td>274,410</td>
<td>(23,169)</td>
</tr>
<tr>
<td>846/849/850/860 Financial Aid</td>
<td>1,407,045</td>
<td>135,152</td>
<td>1,801,298</td>
<td>(259,101)</td>
</tr>
<tr>
<td>Total Operating</td>
<td>8,709,810</td>
<td>12,151,852</td>
<td>10,871,062</td>
<td>9,990,600</td>
</tr>
<tr>
<td>440 Central Stores</td>
<td>7,710</td>
<td>0</td>
<td>2,913</td>
<td>4,796</td>
</tr>
<tr>
<td>448 Printing/Copying</td>
<td>312,862</td>
<td>17,517</td>
<td>50,469</td>
<td>279,910</td>
</tr>
<tr>
<td>840 Agency</td>
<td>34,154</td>
<td>49,559</td>
<td>6,985</td>
<td>76,728</td>
</tr>
<tr>
<td>Subtotal</td>
<td>354,725</td>
<td>67,076</td>
<td>60,367</td>
<td>361,434</td>
</tr>
<tr>
<td>Total All Operating Funds</td>
<td>9,064,535</td>
<td>23,205,010</td>
<td>21,917,511</td>
<td>10,352,034</td>
</tr>
<tr>
<td>Total All Operating Funds</td>
<td>9,064,535</td>
<td>23,205,010</td>
<td>21,917,511</td>
<td>10,352,034</td>
</tr>
</tbody>
</table>

| Total All Funds | 9,064,535 | 23,205,010 | 21,917,511 | 10,352,034 | 4,090,435 |
| General Operating Reserve | 5,776,926 | 8,543,636 | 4,478,654 |
| % of Operating Budget as of 12/31/2021 | 20.58% | 13.90% |
| General Operating Reserve Target | 6,228,615 | 4,833,891 |
| | 15% | 15% |

Source: QFS_GL_ACCOUNT_ANALYSIS
## Budget Status - Operating Budget FY22-23


### General Funds 001/149

<table>
<thead>
<tr>
<th>Expenditure Category</th>
<th>Approved Budget</th>
<th>Adjusted Budget</th>
<th>Actual to Date</th>
<th>Projected</th>
<th>% Expended/Encumbered</th>
<th>Prior Year to Date</th>
<th>% Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries</td>
<td>$23,722,377</td>
<td>$23,722,377</td>
<td>$9,467,956</td>
<td>$9,700,000</td>
<td>80.80%</td>
<td>$8,715,340</td>
<td>8.64%</td>
</tr>
<tr>
<td>Benefits</td>
<td>$8,501,438</td>
<td>$8,501,438</td>
<td>$3,379,497</td>
<td>$3,589,000</td>
<td>81.97%</td>
<td>$2,930,611</td>
<td>15.32%</td>
</tr>
<tr>
<td>Goods &amp; Services*</td>
<td>$3,596,033</td>
<td>$3,596,033</td>
<td>$675,198</td>
<td>$1,196,282</td>
<td>52.04%</td>
<td>$2,105,975</td>
<td>-67.94%</td>
</tr>
<tr>
<td>Equipment</td>
<td>$655,192</td>
<td>$655,192</td>
<td>$295,112</td>
<td>$140,982</td>
<td>66.56%</td>
<td>$151,458</td>
<td>94.85%</td>
</tr>
<tr>
<td>Travel</td>
<td>$76,430</td>
<td>$76,430</td>
<td>$42,234</td>
<td>$37,482</td>
<td>104.30%</td>
<td>$5,780</td>
<td>630.65%</td>
</tr>
<tr>
<td>Grants, Client Services</td>
<td>$1,292,855</td>
<td>$1,292,855</td>
<td>$293,562</td>
<td>-</td>
<td>22.71%</td>
<td>$379,892</td>
<td>-22.72%</td>
</tr>
<tr>
<td>HS Academy Transfer</td>
<td>(1,758,432)</td>
<td>(1,758,432)</td>
<td>0</td>
<td>-</td>
<td>(1,758,432)</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>International Prog. Transfer</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>-</td>
<td>-</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Transfer of Charges</td>
<td>-</td>
<td>0</td>
<td>0</td>
<td>-</td>
<td>(28,189)</td>
<td>-100.00%</td>
<td></td>
</tr>
<tr>
<td><strong>Total Expenditures</strong></td>
<td><strong>$36,085,893</strong></td>
<td><strong>$36,085,893</strong></td>
<td><strong>$14,153,559</strong></td>
<td><strong>$14,663,746</strong></td>
<td><strong>79.86%</strong></td>
<td><strong>$14,260,868</strong></td>
<td><strong>-0.75%</strong></td>
</tr>
</tbody>
</table>

### Revenue Category

<table>
<thead>
<tr>
<th>Revenue Category</th>
<th>Approved Revenue</th>
<th>Adjusted Revenue</th>
<th>Actual to Date</th>
<th>Projected</th>
<th>% of Revenue</th>
<th>Prior Year to Date</th>
<th>% Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>State Allocations</td>
<td>$23,583,630</td>
<td>$24,894,813</td>
<td>$10,986,082</td>
<td>-</td>
<td>44.13%</td>
<td>$10,115,497</td>
<td>8.61%</td>
</tr>
<tr>
<td>Tuition</td>
<td>7,756,479</td>
<td>7,756,479</td>
<td>4,108,323</td>
<td>-</td>
<td>52.97%</td>
<td>3,745,711</td>
<td>9.68%</td>
</tr>
<tr>
<td>Investment</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>-</td>
<td>-</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Other</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>-</td>
<td>0.00%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>Total Revenue</strong></td>
<td><strong>$31,340,109</strong></td>
<td><strong>$32,651,292</strong></td>
<td><strong>$15,094,405</strong></td>
<td><strong>$17,556,887</strong></td>
<td><strong>46.23%</strong></td>
<td><strong>$13,861,208</strong></td>
<td><strong>8.90%</strong></td>
</tr>
</tbody>
</table>

**Revenue Over (Under) Expenditures**

<table>
<thead>
<tr>
<th>Revenue Over (Under) Expenditure</th>
<th>Approved Revenue</th>
<th>Adjusted Revenue</th>
<th>Actual to Date</th>
<th>Projected</th>
<th>% of Revenue</th>
<th>Prior Year to Date</th>
<th>% Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>$4,745,784</td>
<td>$(3,454,601)</td>
<td>$940,846</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>$(399,660)</td>
<td></td>
</tr>
</tbody>
</table>

*Month Financial Statement Dec 2022 BOT 1/27/2023*
LAKE WASHINGTON INSTITUTE OF TECHNOLOGY

Budget Status - Operating Budget FY22-23
thru month ended December 31, 2022

<table>
<thead>
<tr>
<th>Expenditure Category</th>
<th>Approved Budget</th>
<th>Adjusted Budget</th>
<th>Actual to Date</th>
<th>Projected</th>
<th>Encumbered to Date</th>
<th>Projected</th>
<th>Difference</th>
<th>Prior Year</th>
<th>% Difference</th>
<th>%</th>
<th>Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Self Supporting Fund 148</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Salaries</td>
<td>$1,325,664</td>
<td>$1,150,835</td>
<td>$540,875</td>
<td>$550,000</td>
<td>$59,960</td>
<td>94.79%</td>
<td></td>
<td>$671,681</td>
<td>-19.47%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Benefits</td>
<td>516,370</td>
<td>492,977</td>
<td>282,236</td>
<td>214,500</td>
<td>(3,759)</td>
<td>100.76%</td>
<td></td>
<td>280,207</td>
<td>0.72%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Goods &amp; Services</td>
<td>1,666,524</td>
<td>1,149,597</td>
<td>440,332</td>
<td>510,702</td>
<td>198,563</td>
<td>82.73%</td>
<td></td>
<td>647,805</td>
<td>-32.03%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Equipment</td>
<td>19,500</td>
<td>132,000</td>
<td>12,337</td>
<td>93,166</td>
<td>26,497</td>
<td>79.93%</td>
<td></td>
<td>109,489</td>
<td>-88.73%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Travel</td>
<td>4,300</td>
<td>8,663</td>
<td>12,681</td>
<td>877</td>
<td>(4,895)</td>
<td>156.51%</td>
<td></td>
<td>2,806</td>
<td>351.97%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grant/Client Services</td>
<td>0</td>
<td>-</td>
<td>150</td>
<td>-</td>
<td>(150)</td>
<td></td>
<td></td>
<td>390</td>
<td>-61.54%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Transfer of Charges</td>
<td>1,307,733</td>
<td>1,307,733</td>
<td>-</td>
<td>-</td>
<td>1,307,733</td>
<td>0.00%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>-</td>
</tr>
<tr>
<td>Total Expenditures</td>
<td>$4,840,091</td>
<td>$4,241,805</td>
<td>$1,288,610</td>
<td>$1,369,245</td>
<td>$1,583,949</td>
<td>62.66%</td>
<td></td>
<td>$1,712,378</td>
<td>-24.75%</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Revenue Category         |                 |                 |                |           |                    |           |            |            |              |              |             |
| Inst. Program Fees       | $1,437,876      | $1,437,876      | $1,393,490     | $44,386   | 96.91%             | $754,478  | 84.70%     |            |              |              |             |
| Inst. Ancillary Rev.     | 537,322         | 537,322         | $119,508       | 417,814   | 22.24%             | 138,917   | -13.97%    |            |              |              |             |
| Testing                  | 25,700          | 25,700          | 7,020          | 18,680    | 27.32%             | 15,160    | -53.69%    |            |              |              |             |
| Other Fees & Income      | 2,313,788       | 2,318,788       | 127,448        | 2,191,340 | 5.50%              | 879,070   | -85.50%    |            |              |              |             |
| Excess Enrollment Tuition | 0               | 0               | 0              | -         | -                  | -         |            | -          | -            |              |             |
| Total Revenue            | $4,314,686      | $4,319,686      | $1,787,626     | $2,672,220| 41.38%             | $1,787,626| 0.00%      |            |              |              |             |
| Total Revenue over Expend.| (525,405)       | $77,881         | $499,015       |            | $75,248            | 0.00%     |            | -          |              |              |             |
Executive Cabinet Report to Board of Trustees

Board Meeting Date: January 2023
Submitted by: Robert Britten
Department: Equity, Diversity, and Inclusion

Board Goal 1: Provide strong leadership and direction for the College.

☒ Evaluate implementation of the College's Mission Fulfillment Plan
  Executive Director Britten, EDI Coordinators Brian Ramos continues to establish vision and
  purpose of EDIC to further expand the principles of our EDI Strategic Plan throughout the
  college.

  College Affinity groups have grown to 10 and they represent the various communities in our
  midst who wish to bring awareness and understanding about their community needs and how
  they support the diversity of the institution.

☒ Use data to assess the effectiveness of policies
  The Office of EDI, institutional Research continues to meet weekly on the development of
  and use of date in the Institutional EDI Strategic Plan.

Board Goal 3: Build community connections for the College.

☒ College Outreach Activities
  The Office of EDI partnered with Student Life to provide books authored by African American
  writers to give to youth in the community through the African American Museum in Seattle.

  The Office of EDI welcomed back to the college Gerry Ebalaroza-Tunnell, Ph.D. and Jeremy
  Tunnell to continue their equity centered series on Healing the Colonized Mind. They have
  one remaining session.

☒ Key conferences and events
  Executive Director Britten attended MLK Community Celebration and spoke on behalf of
  LWTech and our Commitment to EDI.

☒ Actively participate and engage in community activities
  Executive Director Britten actively serves on the WA St. Community and Technical College
  American Indian Indigenous Studies Advisory Board. He serves on the Equity and Diversity
Officers Commission (DEOC) as well as task force activities with Formerly Justice Involved Students and Higher Ed in Prisons.

Executive Director Britten attended the monthly Council Meeting of iUrban Teen to promote equity and advancement of BIPOC students in STEM.
Executive Cabinet Report to Board of Trustees

Board Meeting Date: February 13, 2023
Submitted by: Elisabeth Sorensen
Department: Foundation

Board Goal 1: Provide strong leadership and direction for the College.

☒ Evaluate and approve policies that support anti-racism, equity, diversity, and inclusion in both the learning and workplace environments

The Foundation is pleased to fund $100 in gift cards for a raffle to encourage faculty participation in DSJ (Diversity Social Justice) Week at LWTech in February.

The Foundation has pledged to provide $1,000 annually to assist with LWTech’s Office of Equity, Diversity and Inclusion programming.

☒ Evaluate and approve policies that support diverse faculty and staff recruitment, development and retention

The Foundation is pleased to support LWTech’s LEADS by funding snacks and refreshments for the 2022 – 2023 year.

☒ Use data to assess the effectiveness of policies

The Foundation worked with LWTech’s very talented Institutional Research Department to analyze demographic information about 2022 LWTech scholarship recipients with the goal of identifying equity gaps. The preliminary information is positive! Two key statistics are:

- Supporting BIPOC students – 47% of recipients
- First Generation Students – 46%

This means that the Foundation is supporting historically underserved populations. We plan to continue to partner with Institutional Research as well as LWTech’s Office of Equity, Diversity and Inclusion to continue this important work.

☒ Support the college in the implementation of LionsLink

The Foundation has pledged to provide $1,000 in annual funding to support continued CTC link morale activities.
Board Goal 2: Evaluate and support resource development initiatives.

- **Support LWTech Foundation efforts to increase revenues available for scholarships, programs, faculty and staff professional development, and college support**

  The Foundation received a generous gift in the amount of $100,000 from Bob Tjossem for The Tjossem Family Endowed Scholarship Fund. To date, Bob and his late wife Linda have given over $850,000 to the Tjossem Family Endowed Scholarship Fund.

  Save the Date! Mark your calendars for the LWTech Foundation Annual Scholarship Reception scheduled for Wednesday, May 10 at 4:00 p.m. to 6:00 p.m. in the Library.

  Applications for Spring 2023 Scholarships close on Friday, February 3. The Foundation plans to award over $250,000 in scholarships to hardworking, highly motivated students during this scholarship cycle.

- **Support college efforts to participate in grant programs that benefit scholarships, programs, and faculty and staff professional development**

  On Friday, January 20, the Foundation held its first LWTech Foundation Board of Directors Retreat post-pandemic. The retreat was facilitated by Kate Butcher, former Foundation Board Member and featured a college update by President Amy Morrison and “deep dive” discussions and brainstorm sessions on the scholarship process, closing equity gaps with scholarships and future Foundation events strategy.

  Below is a quick synopsis and key takeaways from the brainstorm sessions.

<table>
<thead>
<tr>
<th>Identifying &amp; Closing Equity Gaps via Scholarships</th>
<th>2023 Events &amp; Future Event Strategy</th>
</tr>
</thead>
<tbody>
<tr>
<td>- We’re doing better than we thought!</td>
<td>- Officially transition BFBB to Bright Futures Benefit WEEK (virtual with reception)</td>
</tr>
<tr>
<td>o Scholarship allocation is generally in line with college population</td>
<td>- Add additional stewardship opportunities and program-focused fundraising events</td>
</tr>
<tr>
<td>- How can we identify additional equity gaps that aren’t as obvious?</td>
<td>- <strong>Top 2023 priority is to audit current events and build multi-year transition calendar</strong></td>
</tr>
<tr>
<td>o Work with college to gather more data</td>
<td>o Gradually add our smaller, cultivation events specific to programs (dental hygiene, etc.)</td>
</tr>
<tr>
<td>- Top 2023 priority is to review and update the scholarship application process</td>
<td></td>
</tr>
</tbody>
</table>
Board Goal 3: Build community connections for the College.

College Outreach Activities

After two full terms of service (six years), Elisabeth Sorensen has rotated off the Greater Kirkland Chamber of Commerce Board of Directors. The College and Foundation will continue to support the work of this important group.
Executive Cabinet Report to Board of Trustees

Board Meeting Date: February 13, 2023
Submitted by: Meena Park
Department: Human Resources/Payroll

Board Goal 1: Provide strong leadership and direction for the College.

☒ Evaluate implementation of the College's Mission Fulfillment Plan

☒ Evaluate and approve policies that support diverse faculty and staff recruitment, development and retention

HR Advisory Committee: ‘Hot Cocoa Bar’ Event
To further LWTech's commitment to a Community of Belonging, the committee continues to provide opportunities for staff and faculty to come together. We kicked off Winter Quarter In-Service with a Hot Cocoa Bar. Staff and faculty had an opportunity to catch up while enjoying a sweet, warm beverage.

LEADS
The January session focused on Equity, Diversity, and Inclusion with Sharon Raz, Professor of Social Science, presenting interactive workshops on Social Identities and Intersectionality. Robert Britten, Executive Director of EDI, led the cohort on Mentoring with an EDI lens. Trustee Hamilton wrapped up the session by providing an overview of the Role of a Board of Trustee.

Quarterly Leadership Team Meeting
The next Leadership Team meeting is scheduled for February 8th. The Marketing and Communications Department will provide an update on Accessibility including an overview of the website accessibility audit and design of the new website. The HR and Payroll department will provide an overview of the Equal pay & Opportunities Act and a review of Labor and Industries Overtime Rules.
Living Well @LWTech

The Living Well committee held a ‘Plate Smashing’ event on January 26th to usher in the new year. In some cultures, breaking plates symbolizes the smashing of the old to make way for the new. It can also represent breaking away from struggles and difficulties. Our employees took a moment to write down their stressors on a plate and smash them away. It was a great way to start 2023!

Board Goal 3: Build community connections for the College.

Key conferences and events

Meena Park attended the quarterly Human Resources Management Commission meeting held on February 2 and 3rd. Topics discussed include the WA Cares Fund, Equal Pay & Opportunities Act, Public Student Loan Forgiveness, and Just Cause.

In partnership with Birds Eye Medical and the Washington State Department of Health, we have scheduled another Flu & Covid-19 Vaccine Booster clinic on February 22nd.
Executive Cabinet Report to Board of Trustees

Board Meeting Date: February 13, 2023
Submitted by: Leslie Shattuck
Department: Marketing and Communications

Board Goal 3: Build community connections for the College.

College Outreach Activities

The Marketing and Communications team spent January supporting several departments across the college. The following is an update of the top-level projects they worked on. At the time of this report, there are currently 48 active projects in the department.

Public Relations:

The team continued their work to engage local, regional and national reporters/writers to elevate awareness of the college.

Media Coverage:

My Edmonds News: Story about an LWTech alum who is opening an Auto shop!

Washington Military Department: Story about an LWTech student.

Seattle Times: Story about a recent LWTech grad.
https://www.seattletimes.com/life/atlantic-street-center-helped-an-auburn-family-find-support-for-their-grandkids/

Seattle Times: Q&A with SBCTC’s Paul Francis.
Social Media

The team conducted social media outreach which included posts on Instagram, Facebook, Twitter, and LinkedIn. Social media engagement continues to perform well. Social media outreach over the past month promoted Spring Foundation Scholarships, Winter and Spring quarter open enrollment, Workforce Development initiatives, Office of Student Life Programs, Career Services (new name) Programs, Outreach and Recruitment events, 2023 Open House, and the following programs: Automotive Repair, Mechanical Design, Machining Technology, Business DTA, BAS Applied Management – Entrepreneurship, General Education, New Dental Assisting Certificate, and the New Human Resource Management BAS. The team also coordinated crisis communications during campus closures and LionsLink-related disruptions.

Other Departmental Activities/Highlights

**Equity, Diversity, and Inclusion Work**
The team continued its work to promote equity, diversity and inclusion at the college, and the work to dismantle systemic racism at the college. Members of the team are on the Bias Response Team, the Equity, Diversity and Inclusion Council, and the Digital Accessibility Committee.

**Advertising Campaign**
The team worked on the Open House and Spring Open Enrollment ad campaigns. Ads are running on Digital Search, Digital Display (banner ads), Facebook and Instagram, YouTube, radio and in local community papers. Open House ads will also be translated into various languages. The Open House campaign runs two weeks prior to the event, and the Spring Open Enrollment campaign runs through the first day of Spring quarter.

**Website**
The team worked on several updates and communications, including several program and department pages. The team also continued their work on the accessibility remediation project, in partnership with the Department of Education's, Department of Social Justice. The team, along with other members of the college, has been accepted into the 2023 cohort of the Web Accessibility Learning Lab (ALL). The ALL is an intensive 13-week training offered by the State Board for Community and Technical Colleges (SBCTC) and the Committee for Accessible Technology Oversight (CATO).

**LionsLink Powered by ctcLink**
The team continued its work to support the LionsLink project management team. The team created and worked on continuing college communications.

**Video Projects**
The team is working on several video projects that support the Outreach team, Student Services and Instructional programs. The team continues to work on the series of 11 videos that support our Running Start program.

**Digisign Updates**
The team continued to update on-campus digisign monitors, including making sure they are viewable on the website.
**Programs and Department Support**
The team worked on several marketing projects for various departments throughout the college.

**Student and Staff Stories**
The team continued to identify and interview students, faculty, and alumni for a variety of outreach purposes, including PR outreach, printed and online materials.

**Student Services Support**
The team worked on several projects to support various departments within Student Services.

**Instruction Support**
The team worked on several projects to support the Office of Instruction.

**President’s Office Support**
The team provided communications support to the President’s office.
Executive Cabinet Report to Board of Trustees

Board Meeting Date: February 13, 2023  
Submitted by: Elsa Gossett  
Department: Planning and Operations, Office of the President

Board Goal 1: Provide strong leadership and direction for the College.

- **Evaluate implementation of the College’s Mission Fulfillment Plan**
  This month, Elsa submitted the application to our accreditation agency, NWCCU, to approve a new Bachelor of Science in Computer Science (BSCS) degree. The BSCS was designed in concert with the AppConnectNW college consortium, and specifically supports the college’s mission fulfillment goals to dismantle systemic racism by providing increased access to highly valuable CS skills training to BIPOC communities and place-bound students, to support Guided Pathways work by providing additional STEM-focused degree opportunities, and to be the college of choice for workforce education, by enhancing training in highly desired skills for our community and continuing to partner with employers in the area for in-demand jobs. Additionally, the Bachelor of Science degree will expand the category of our degree offerings, which enhances LWTech’s reputation and desirability as a college of choice in our community.

- **Evaluate and approve policies that support diverse faculty and staff recruitment, development and retention**
  Elsa continues her involvement with the Equity, Diversity, and Inclusion Council, as a member of the subgroup on Staff and Faculty Retention. She also continues her group mentorship of one of the LEADS teams. This month they presented their workflow management concept to Executive Cabinet and received approval to implement their project to support employee wellness as a pilot study in the Instruction administrative offices.

- **Use data to assess the effectiveness of policies**
  Elsa continues her involvement with the Institutional Planning and Effectiveness Council, in partnership with the Office of Research and Grants. The Research and Grants team met to discuss future steps with data, assessment methodology, and benchmarking, as part of ongoing conversations around accreditation efforts.

  In partnership with IPEC, Elsa and Executive Director Cathy Copeland have met to discuss the ongoing departmental planning process and next steps for feedback and review. The redesigned planning process coincides with the budget planning process and facilities improvement cycle initiated by the Finance and Facilities offices, respectively, which are underway.
Other Departmental Activities/Highlights

January saw the first post-pandemic meeting of College Council, an integral part of the college’s shared governance system. Elsa acts as College Council’s Executive Cabinet liaison and was voted in as chairperson for the remainder of the 2022-2023 academic year. The newly redesigned charter for College Council builds representation from each standing Council and employee group on campus, as well as ASG, and provides feedback to college leadership around policies and process improvements and college-wide concerns. This year’s focus area for the Council is communication; the Council will endeavor to support college communication and information-sharing efforts across represented areas. The next meeting of College Council will take place in February.
Lake Washington Institute of Technology
Approval of the Bachelor of Science in Computer Science

**Situation**

Lake Washington Institute of Technology (LWTech) is the only public institute of technology in the state of Washington. The proposed Computer Science Bachelor of Science (BSCS) degree expands on the many programs offered by LWTech that directly benefit high-tech industries, both regionally and nationally.

The development of the BSBC degree aligns with the LWTech Mission Fulfillment Plan (MFP). The proposed BSCS program will support state and local economies by narrowing the increasing supply/demand gap in the computer science field with a well-educated and skilled workforce, producing highly trained developers ready to assume application development responsibilities in their employment context.

This degree program was approved by the State Board for Community and Technical Colleges on October 25, 2022.

While LWTech has significant experience with baccalaureate programs, and offers several four-year degrees, the development of this degree as a designated Bachelor of Science rather than a Bachelor of Applied Science requires Board approval by LWTech’s accreditation agency, the Northwest Commission on Colleges and Universities.

**Recommendation**

That the Board of Trustees approve the new Bachelor of Science in Computer Science degree program.
Lake Washington Institute of Technology
Adoption of International Union of Operating Engineers Local No. 302
Collective Bargaining Agreement

Approval

Situation

The Lake Washington Institute of Technology International Union of Operating Engineers Local No. 302 represents the facilities and security classified staff on campus. The current bargained agreement expired on June 30, 2022.

The College and the Union actively engaged in collective bargaining from February 2022 through November 2022 using a combination of positional and interest-based bargaining practices that promote in-depth discussion, shared data gathering, and creative solutions to reach consensus on issues that meet each other’s interests. Substantive bargaining on the contract was concluded on June 21st. Supplemental bargaining led to union membership ratifying the contract in December 2022. A redlined and final version is presented for your approval.

The proposed agreement provides for:

- A 2.5-year contract effective January 1, 2023.
- Nondiscrimination – updated definition to align with College Policy.
- Title IX – referred Title IX process to Department of Education regulations.
- Definitions – added definition for Serious Offense.
- Article 6 – Vacancies Posting (Section 6.1) – employer responsible for posting vacancies, as is current practice. Selection (Section 6.3) – employer will provide reason for non-selection, if requested. Promotion (Section 6.4) – step placement no less than $1.00 per/hour increase to base salary.
- Article 9 – Work Shifts (Section 9.9) – on-call employees will not be disciplined if unable to return due to bonified emergency.
- Article 10 – Holidays (Section 10.1) – added Juneteenth.
- Article 12 – Leaves (Sections 12.1-12.3) – consolidated and renumbered sections; referred Paid Sick Leave process to RCW49.46.210; Paid Family and Medical Leave (PFML) process to RCW50A; and the Injured Work Program (IWP) to RCW51.
- Article 14 – Rates of Pay and Employee Compensation (Section 14.6) – Longevity pay added. Employees at Step 9 on the pay scale for three years will move to Step 10. Employees at Step 10 on the pay scale for three years will move to Step 11. Removed five-year requirement to move to Step 10, or Step 11.
- Article 20 – Discipline – included employer’s ability to bypass progressive discipline in case of a serious offense.
- Appendix A – Salary Schedule (changes include a total year one increase of 7.0% consisting of 4.67 COLA and 2.33% general salary increase; and a year two minimum 3.2% COLA); (Section A.1) – new employee step placement expanded to recognize experience and education/certifications.
- Housekeeping Items – corrected grammar, re-arranged sections for clarity, and removed redundancies.

The total cost of implementation for this agreement is approximately $50,000 in 2022-23 and an additional $20,000 in 23-24; costs primarily reflect the authorized salary increases.
With implementation effective January 1, 2023 and with the late ratification vote, this agreement is now being presented to the Board for first reading and approval in February. The College implemented the members’ salary increases at the effective date.

**Recommendation:** That the Board of Trustees approve the International Union of Operating Engineers Agreement.
AGREEMENT BY AND BETWEEN

LAKE WASHINGTON INSTITUTE OF TECHNOLOGY
DISTRICT 26

AND THE

INTERNATIONAL UNION OF OPERATING
ENGINEERS LOCAL NO. 302

EFFECTIVE JANUARY 1, 2019-2023 THROUGH JUNE 30, 2022-2025
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Preamble

This Agreement is by and between the Lake Washington Institute of Technology, District No. 26, hereinafter referred to as the Employer or the College, and the International Union of Operating Engineers, Local No. 302, hereinafter called the Union.

The parties agree that it has been and shall continue to be in their mutual interest and purpose to promote systematic and effective employee-management cooperation; to execute a written Agreement; to confer and negotiate in good faith at reasonable times; with respect to grievance procedures and collective negotiations on personnel matters, including wages, hours and working conditions; to promote effective methods for prompt adjustment of differences; and to promote full and reasonable employee participation in such personnel areas as are within the jurisdiction of the Employer.

Nondiscrimination

Neither the Employer nor the Union shall discriminate against any employee subject to this Agreement on the basis of a protected class including race or ethnicity, creed, color, national origin, sex, gender identity, sexual orientation, age, marital status, religion, citizenship or immigration status, genetic information, the presence of any sensory, mental or physical handicap, disability or use of a trained guide dog unless based upon a bona fide occupational qualification, pregnancy, status as a mother breastfeeding her child, or honorably discharged veteran or military status as a disabled veteran or Vietnam era veteran 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 handicapped person or others, or in their exercise of their rights under chapter 41.56 RCW, Public Employee Relations Act.

Claims specific to a Department of Education Title IX violation shall be addressed via Title IX Department of Education’s appeal/complaint procedures. Employees are encouraged to contact Human Resources for further information.

Whenever the Agreement uses words that indicate a specific gender, the words will apply equally to all genders.

Affirmative Action

The Union and the College agree with and support the concept of Affirmative Action. Therefore, the parties mutually agree to use their best efforts to ensure that this Agreement will not be in conflict with, or inconsistent with Title VII, Title IX, of the Civil Rights Act of 1964 and/or Washington State statutes.

Definitions

The following terms and/or words as used within the Agreement shall have the following meanings:

- **Board**: The Board of Trustees of Lake Washington Institute of Technology.
- **College**: Same meaning as the Board and the Employer.
- **Date of Hire**: The most recent date of hire with the Employer.
- **Day or Days**: Calendar day or calendar days unless specified otherwise.
- **Employee**: Any person performing bargaining unit work except substitutes, work normally subcontracted, students and temporarily funded work programs.
- **Employer**: Lake Washington Institute of Technology and/or the Board of Trustees of Lake Washington Institute of Technology.
- **Essential Employees**: All employees covered under this agreement are considered essential employees and may be called in to work at the request of the College.
Article 1 Recognition and Coverage of Agreement

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

Section 1.2
Nothing contained herein shall be construed so as to include in the bargaining unit any person whose duties as deputy, administrative assistant, or secretary necessarily imply a confidential relationship to the Board of Trustees or President of the College pursuant to RCW 41.56.030(2).
Section 1.3
The bargaining unit to which this Agreement is applicable shall consist of all classified employees in the following job classifications: utility worker, custodian, head custodian, maintenance custodian, groundskeeper, head groundskeeper, building equipment mechanic, head building equipment mechanic, safety technician, head safety technician, shipping/receiving technician, and head shipping/receiving technician.
Article 2 Union Membership and Dues

Section 2.1
The Union and the College hereby agree to the following regarding the impacts of Janus v. AFSCME:

Whereas, the Union and the College have a Collective Bargaining Agreement in which union security provisions may conflict with Janus v. AFSCME, for which the Supreme Court issued its ruling on June 27, 2018.

Therefore, the Union and the College agree that the following provisions shall supplement and supersede language on the same topics in the Collective Bargaining Agreement.

Union Membership: All employees covered under the terms of this Agreement may voluntarily join the labor organization that represents their position (the Union) as a member and receive all rights, privileges and benefits of Union membership. The College, including its directors, managers and supervisors, shall remain neutral on the issue of whether any bargaining unit employee should join the Union or otherwise participate in union activities.

Dues Deduction: Following written receipt of confirmation of authorization by an individual employee to the union, the College shall deduct from the pay of such employee the amount of dues, fees and assessments, as certified by the Union, and remit it to the Union. The Union shall transmit to the College, in writing, by the cutoff date for each payroll period, the name(s) of the employee(s), as well as their College identification number(s), who have, since the previous payroll cutoff date, provided the Union with an authorization for payroll deductions, or have changed their authorization for payroll deductions. Within two weeks of executing this Collective Bargaining Agreement, the Union shall provide to the College a copy of its standard membership card that was in effect subsequent to Janus v. AFSCME, including payroll deduction authorization language; provision of the membership card shall occur in advance of provision of the names of employees who have given the Union their authorizations for payroll deductions. Provided the College has no objections to the current or future membership card, including payroll deduction authorization language, the College shall honor the terms and conditions of each employee's voluntary Union membership and payroll deduction authorization(s).

Written Confirmation of Deduction Authorization: For the union signing up members by phone or means other than a signed authorization card, the Union shall send an email to the College email address (as provided by the College) of each employee who authorizes payroll deductions to confirm such authorization. The email shall contain the date of authorization for payroll deductions by the employee and the amounts and/or percentage of deductions. For employees not assigned a College email address, the Union shall send a paper receipt via mail with a copy to the College.

Assuming the written confirmation of deduction authorization contains all information required pursuant to this Collective Bargaining Agreement, the College will initiate payroll deductions.

Revocation: Any employee may revoke their authorization for payroll deductions to the Union by written notice to the Union in accordance with the terms and conditions of their membership authorization. Every effort will be made to end the payroll deductions effective on the first payroll period, and not later than the second payroll period, after College receives written confirmation from the Union that the terms of the employee's authorization regarding dues deduction revocation has been met. The College may answer any employee inquiry about process or timing of payroll deductions.

Indemnification: The Union hereto shall, only as to deductions made from members of the bargaining unit, indemnify, defend, and save the College harmless against any claim, demand, suit or other form of liability asserted against it as it relates to implementation of this Collective Bargaining Agreement. If requested by the Union in
writing, the College will surrender any such claim, demand, suit or other form of liability to the Union for defense and resolution.

Section 2.2 Membership may authorize an additional voluntary deduction to contribute to the Unions Membership Assistance Program (MAP) Fund. The employee retains the right to terminate the additional voluntary deduction to the MAP Fund at any time.

Article 3 Rights of Employees

Section 3.1 Employees in the unit defined here have the protected right to freely and without fear of penalty or reprisal, join and assist the Union.

Article 4 Rights of the Union

Section 4.1 The Union has the right to represent all employees in the bargaining unit to present its views to the Employer on matters of concern in writing or orally. The Union has the right to enter collective negotiations with the objective of reaching an agreement applicable to all employees within the unit.

Section 4.2 If the authorized Union representative requests employee information, the college will provide the representative with any reasonable information on each employee in the bargaining unit. The Union will pay for all appropriate costs in getting this information.

Section 4.3 An authorized Union representative may post proper notices of interest to employees on designated Employer bulletin boards.

Section 4.3.1 The authorized Union representative who posted these notices must promptly remove the notices from the bulletin boards after their purpose is complete.

Section 4.4 The Union may use the College email system to communicate with members regarding administration of the contract.

Article 5 Probation and Seniority

Section 5.1 Probation: All new employees covered by this Agreement shall be on probation for six (6) calendar months. The College and Union may agree to extend the probationary period an additional month for a maximum of seven (7)
calendar months. During the probationary period, the College may discharge probationary employees at its discretion. Such discharge and termination of employment shall not be subject to the grievance procedure.
Probationary employees may receive a mid-point and end of probation evaluation by the immediate supervisor. If the employee's performance is determined to be satisfactory, a recommendation for regular employment shall be transmitted by the supervisor to the Human Resources Department.

Section 5.2
Seniority: The seniority of an employee within the bargaining unit shall be recognized only following the employee's removal from probation status. Upon removal from probation status the employee's seniority shall then be established as having commenced retroactive to the employee's first day of work within the bargaining unit (hereinafter referred to as the employee's "date of hire"), except in those instances when such seniority shall have been lost as herein provided. Should two (2) or more employees possess the same date of hire, the employee with the earliest application date for that position shall be considered senior. Should two (2) or more employees possessing the same seniority date also have the same application date, alphabetical rank of surname A through Z shall apply; provided however, that no employee's seniority shall be changed as a result of a change of name. During the probationary period, the retention of an employee shall be entirely within the discretion of the Employer.

Section 5.2.1
An employee in the bargaining unit loses seniority rights for the following reasons:

A. Termination
B. Failure to return to work in answer to a callback from layoff.

Section 5.2.2
An employee in the bargaining unit does not lose seniority for the following reasons:

A. Time lost by reason of industrial accident. Seniority accrues for the period of time lost.
B. Time lost by reason of industrial illness. Seniority accrues for the period of time lost.
C. Time lost by reason of jury duty. Seniority accrues for the period of time lost.
D. Time on leave of absence granted for induction, enlistment, or active duty in the Armed Forces of the United States, or service in the Merchant Marine, under any act of Congress which provides that the employee is entitled to reemployment. Seniority accrues for the period of time lost.
E. Time spent on other authorized leave(s).
F. Transfer, promotion, or other changes of classification.

Article 6 Vacancies

Section 6.1
Filling Vacancies: Notices of vacancies will be sent to the Union and the shop steward.

A. The shop steward Employer shall be responsible for posting these notices in a timely fashion on the appropriate Union bulletin board and in a location where it can easily be viewed by all bargaining unit employees which may be the college web site.
B. All notices of position vacancies shall remain posted for a minimum of five (5) consecutive work days.
C. All posted position vacancies shall identify the work shift hours and salary.
D. The Employer shall not fill any vacancy with a substitute employee for longer than forty-five (45) work days except that this forty-five (45) days would become seventy (70) work days for the period of time May, June, July, and August. Provided, that the seventy work day period shall not extend beyond October 31 of any year.
Section 6.2

**Application:** A bargaining unit employee may be present for applicant interviews and have input in the hiring decision.

A. In order to become eligible for consideration of a position vacancy, an employee shall complete a college application within the posting period.
B. If any employee fails to submit an application for promotion to a higher classification for any reason, the employee will have no recourse through the grievance procedure.
C. Employees interviewed shall be notified in a timely fashion on the disposition of their request for the position vacancy.

Section 6.3

**Selection:** The College retains the management right to hire and assign employees for vacancies.

A. The employee with the earliest seniority date who is fully qualified to perform the work involved, and who has fulfilled the requirements as set forth in Section 6.2.A, shall fill the vacant position when ability and performance are substantially equal with those who sought the vacancy by complying with those same requirements.
   i. Where it can be clearly substantiated that either a junior employee who has applied or an employment applicant possess a greater ability and prior work performance record, the Employer may then fill the position with such person, in which case the Employer shall set forth in writing upon written request from senior eligible applicant, the reasons why that senior person was not placed into the position vacancy. Such factors as poor attendance and poor work performance shall be considered by the Employer in administering this section.
   ii. When an incumbent is promoted into a new position, the employee may be placed on trial for thirty-five (35) work days until the employee proves capable of handling the new position. If the employee doesn't work out satisfactorily, the employee shall be returned to the former position at the former regular rate of pay.
   iii. **Employees not selected will be provided the reasoning for non-selection upon request.**

Section 6.4

**Substitutes:** An employee assigned to substitute for another employee in a higher classification for five (5) or more work days shall be paid at the rate of the higher classification retroactive to the first day of substitution. Provided, that the rate paid shall be at the step with a monthly salary rate amount that exceeds by the least amount the employee's current monthly salary. The College will not substitute multiple employees to avoid paying substitutes in the higher classification.

Section 6.5

**Promotion:** Promotion to a higher classification will be to the step that results in no less than a dollar ($1.00) increase to their base hourly wage. When employees are promoted, they will placed on the step that results in no less than a one dollar ($1.00) increase to their base hourly wage.

Section 6.6

**Preferential Rights:** The employee with the earliest seniority date within a given group of classifications shall have preferential rights regarding shift selection when there is a vacancy, for concurrent vacation requests, and scheduled overtime.
Article 7 Job Classification

Section 7.1
The College maintains employment list(s) in the following general job classifications:

- Utility Worker
- Custodian
- Maintenance Custodian
- Building Maintenance
- Ground Maintenance
- Shipping/Receiving
- Safety and Security

Section 7.2
Employees on such lists have preferential rights to openings occurring in the general job classification.

Section 7.3
Job Classification Change: An employee who changes job classifications within the bargaining unit shall be on probation as described in Section 5.1: Provided, that employee keeps the seniority date in the previous classification. An employee who changes job classifications within the bargaining unit keeps the original hire date for sick leave and vacation leave accruals.

Article 8 Layoff and Recall

Section 8.1
Layoff and Recall Procedures: In the event the College determines that there will be a layoff, the College shall layoff the least senior employees within the affected classification(s). The College shall be the sole determiner of which classification(s) will be selected for layoff.

Section 8.2
Laid off employees with greater seniority may bump employees with less seniority in lower job classifications when the employee is qualified and has previously worked in such classification(s) at the College: Provided, that the College shall be the sole determiner of qualifications.

Section 8.3
Employees exercising their right to bump another employee must do so in writing within seven days of receiving the written notification of layoff. Employees shall maintain their current salary step placement when exercising their seniority rights.

Section 8.4
In the event of layoff, individuals so affected shall be placed on a reemployment list in order of their last seniority for a period not to exceed twenty-four (24) consecutive calendar months: Provided, that such affected individual must make application for placement on the reemployment list on a form provided by the College within thirty (30) calendar days from the effective date of the layoff. Such individual must renew the application each August, November, February, and May thereafter. Failure to make the initial application or renewal application shall...
preclude the individual from being considered for employment. The College shall make the laid-off employee aware of this provision.

**Section 8.5**
Employees on recall lists shall have preferential rights to openings occurring in the general job classifications held immediately prior to layoff subject to the performance and ability provisions of Section 7.1.

**Section 8.6**
Reemployment Forfeiture: Individuals shall forfeit all rights to reemployment and all other rights if they refuse an offer of employment to the same or equivalent position. In the event an individual does not accept the position offered within five (5) days of the receipt of the offer, or fails to report to work within ten (10) days of receipt of offer, the offer of employment shall cease and the individual shall be dropped from the reemployment list.

**Section 8.7**
Reemployment List Information: Individuals on the reemployment list(s) shall keep the Employer notified of their current address and phone number.

**Article 9 Work Shifts**

**Section 9.1**
The normal work schedule shall consist of five (5) consecutive work days, Monday through Friday, followed by two (2) consecutive days of rest (Saturday and Sunday) except for those employees covered by this Agreement designated by the Employer who regularly work on Saturday and Sunday whose normal work schedule shall consist of five (5) consecutive work days plus two (2) consecutive days of rest which shall be treated as their Saturday and Sunday in that order.

**Section 9.2**
Each employee, where possible, shall be assigned with reasonable advance notice a definite shift with designated times of beginning and ending. This includes alternative work schedules such as those that may involve working four (4) ten (10) hour work days in a week. The Employer may modify schedules to accommodate training.

**Section 9.3**
The work week shall begin at 12:01 a.m. Sunday.

**Section 9.4**
Standard shifts shall be an eight (8) hour and thirty (30) minute period which shall include a thirty (30) minute unpaid, uninterrupted meal period. The first shift shall also be known as the day shift. The second and third shifts shall be known as the swing and graveyard shifts, respectively.

Employees working a ten (10) hour day shall be scheduled for a ten (10) hour and thirty (30) minute shift which includes a thirty (30) minute unpaid meal period after five (5) hours of work, and shall be given fifteen (15) minutes of rest for each five (5) consecutive hours of work. The starting times for such rest periods shall be reasonably designated by the Employer.

**Section 9.4.1**
Employees must begin and end their assigned shift on time. Employees who accumulate seven (7) shift violations in any twelve (12) month period of clocking in or out without a valid reason or supervisory approval shall be subject to
progressive discipline. A shift violation is defined as five (5:00) minutes deviation from the start or end of the assigned shift. The supervisor may determine not to count a shift violation after consulting with the employee about the reason. Such supervisory determination shall not be subject to the grievance procedure or used as evidence of past practice.

**Section 9.5**
Employees may be assigned by their supervisor to one of three shifts based on the need of the College. The shift will be based on the assigned starting time as follows:

- First Shift - Start Time Between: 4:00AM – 8:00AM
- Second Shift - Start Time Between: 12:00PM – 4:00PM
- Third Shift - Start Time Between: 8:00PM – 12:00AM

Employees assigned to the Second or Third Shift shall receive a shift differential as identified on Appendix A - Employee Monthly Salaries and Hourly Rates.

An employee may request a start time accommodation outside the normal assigned start times. Shift differential will be based on their assigned start time and not the accommodated start time. All start time accommodations must be approved by the supervisor.

**Section 9.6**
Each employee shall be given fifteen (15) minutes of rest for each four (4) consecutive hours of work, the time of starting each such rest to be reasonably designated by the Employer.

**Section 9.7**
All time worked in excess of forty (40) hours in any one work week shall constitute overtime, which shall be paid at the rate of one and one-half (1 ½) times an employee’s regular hourly rate of pay. Paid vacation, paid sick leave, and holiday time off shall be considered time worked for purposes of computing overtime. Other paid time off shall not be considered time worked for purposes of computing overtime.

**Section 9.7.1**
An employee shall receive call-back pay in those situations where the employee is called to work for a period that is not an extension of the regular assigned working time.

**Section 9.7.2**
An employee called back to work shall receive a minimum of two and one-half (2 ½) hours compensation at the applicable rate of pay. The two and one-half (2 ½) hours minimum call back shall include such reasons as checking the buildings during cold weather, vandalism, accidents, providing consultation, or other reasons deemed necessary by the employee’s supervisor.

**Section 9.8**
An employee temporarily transferred to a position regularly filled by a higher classification employee within the bargaining unit shall receive compensation for such period equal to the higher classification.

**Section 9.9**
An employee who is required by the College to be on-call shall be compensated for the time the employee is designated as on-call at the rate of $2.00 per hour. The immediate supervisor or designee shall notify the employee in advance when the employee is designated as on-call. A written record of the notice shall be provided to the
employee prior to the next payroll due date. An on-call employee is expected to answer a call within thirty (30) minutes of placement of the call by the immediate supervisor, or the immediate supervisor’s designee or supervisor(s). An on-call employee is expected to be available to return to either campus within two (2) hours of a call-back. Not answering a call, or not responding to that call-back, within the prescribed times shall result in forfeiture of the on-call pay for the designated on-call period. The Employer agrees that bargaining unit employees will not be disciplined when unable to return due to a bonified emergency.

Article 10 Holidays

Section 10.1
Holidays: Regular employees shall receive the following holidays:

- Independence Day (July 4th)
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day After Thanksgiving Day (Native American Heritage Day)
- Day before Christmas Day
- Christmas Day
- Day before New Year’s Day
- New Year’s Day
- Martin Luther King, Jr’s Birthday Day
- President’s Day
- Memorial Day
- Juneteenth

Section 10.1.1
Holidays set forth above shall be honored on those dates as established by the President, but in no event shall said holiday be scheduled for Saturday or Sunday.

Section 10.2
Holiday Pay: Employees who do not work on holidays recognized within this Agreement shall be paid their regular rate of pay. Employees may schedule another day off within their assigned work week in lieu of the holiday as approved by their supervisor. Holiday leave must not exceed eight (8) hours on any given day.

Section 10.3
Holiday Work Pay: Employees who work on a holiday recognized within this Agreement shall be paid for all those hours worked at two and one half (2 ½) times their regular rate of pay in addition to the above holiday pay. Employees who are called to report to work on a holiday shall report to work as directed by the Employer.

Section 10.4
In Lieu of Holiday Pay: Should a holiday occur while an employee is on vacation, the employee shall be allowed to take one extra day of vacation with pay in lieu of the holiday.

Section 10.5
Holiday Pay Rate: Each eligible employee shall receive holiday pay in proportion to the employee's percent of full-time employment. For example, each eligible employee regularly scheduled to work a ten (10) hour shift on a holiday shall take two (2) hours of vacation or leave without pay, or be scheduled to work two (2) additional hours during the work week in which the holiday falls.
Article 11 Vacations

Section 11.1
Vacations: Regular employees shall receive vacation benefits in accordance with the following:

<table>
<thead>
<tr>
<th>Years of Services</th>
<th>Days Per Year</th>
<th>Accrual Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 year</td>
<td>12 days</td>
<td>8.00 hours per month</td>
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<tr>
<td>2 years</td>
<td>13 days</td>
<td>8.67 hours per month</td>
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<tr>
<td>3-4 years</td>
<td>14 days</td>
<td>9.33 hours per month</td>
</tr>
<tr>
<td>5 years</td>
<td>15 days</td>
<td>10.00 hours per month</td>
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<tr>
<td>6-9 years</td>
<td>18 days</td>
<td>12.00 hours per month</td>
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<tr>
<td>10 years</td>
<td>19 days</td>
<td>12.67 hours per month</td>
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<tr>
<td>11 years</td>
<td>20 days</td>
<td>13.33 hours per month</td>
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<tr>
<td>12 years</td>
<td>21 days</td>
<td>14.00 hours per month</td>
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<tr>
<td>13 years</td>
<td>22 days</td>
<td>14.67 hours per month</td>
</tr>
<tr>
<td>14+ years</td>
<td>23 days</td>
<td>15.33 hours per month</td>
</tr>
</tbody>
</table>

Section 11.1.1
Vacation benefits for each regular employee shall accrue in proportion to the employee's percent of full-time employment. Vacation benefits for regular employees working less than fulltime (12 months) shall be computed on a pro-rated basis.

Section 11.2
Vacation Requests: Vacation leave is subject to the immediate supervisor's sole discretion and prior written approval. Leave requests during breaks between quarters may be approved subject to department and College needs.

Section 11.3
Vacation Carryover: No employee may accumulate more than two hundred and forty (240) hours of vacation leave as of the date of the employee's anniversary date of employment within the bargaining unit without pre-approval and the submission of a statement of necessity consistent with RCW 43.01.044. If an employee does not use vacation leave in excess of two hundred and forty (240) hours by their anniversary date, then such leave shall be automatically extinguished and considered never to have existed.

Section 11.4
Vacation Payout: Upon termination or layoff, an employee will be paid his/her accumulated unused vacation hours.

Article 12 Leaves

Section 12.1 Sick Leave: employees receive sick leave benefits in accordance with the following:

Section 12.1.1 Sick leave for each employee shall accrue in proportion to the employee's percent of full-time employment, at the rate of one (1) prorated day of sick leave per payroll month of employment. The word 'day' in this Article is understood to mean a prorated day that is based on a standard eight (8) hour work day that is part of the full-time forty (40) hour work week.

Section 12.1.2 A maximum of twelve (12) days of sick leave shall be accrued per year of employment.

Section 12.1.3 The Employer reserves the right to request a doctor's certificate of illness and/or injury.
Section 12.1.4       For absences in excess of five (5) consecutive days, a doctor’s certificate of illness must be on file with the payroll department if payment for sick leave is to be allowed.

Section 12.1.5       Employees whose employment is terminated shall lose the benefit of accumulated days of sick leave, except for retirement purposes, in accordance with statutory law.

Section 12.1.6       Employees granted an approved leave of absence by the president or designee shall retain accrued accumulated days of sick leave, but shall not accrue sick leave days during the approved leave of absence period.

Section 12.1.7       An employee shall give notice of illness promptly in order to be eligible for sick leave payments. Such notification shall be given by telephone or message to the employee’s immediate supervisor or other Employer designated authority and shall state that the employee is sick or injured. Such notification shall be given at least two hours before the starting time of work or as soon thereafter as possible in the case of an extreme emergency.

Section 12.1.8       Sick leave pay shall be paid only for periods of absence caused by personal illness and/or injury and illness or injury of a family member.

Section 12.1.9       The Employer shall inform the duly authorized representative of the Union of employees suspected of abusing sick leave. The duly authorized representatives of the Union shall cooperate with the Employer in counseling individuals in an effort to minimize these conditions, thereby maintaining the integrity of the provisions of the Agreement.

Section 12.1.10      Employees who have accrued sick leave while employed by another college in the State of Washington shall be given credit for such accrued sick leave upon employment by the Employer, provided there is a direct transfer of employment from the other college to the Employer. The employee must request the transfer of such sick leave.

Section 12.1.11      In the event an employee is absent for reasons which are compensable industrial injuries in accordance with Title 51 of Washington State Industrial Insurance Law, the Employer may elect to pay the employee an amount equal to the difference between the amount paid the employee as determined by Title 51 of Washington State Industrial Insurance Law, and the amount the employee would have otherwise normally been eligible to receive in sick leave benefits. It shall be incumbent upon the employee to notify the Employer in advance should he elect to utilize accrued sick leave benefits in the manner described under this section. Such payment(s) to the employee shall be made at such time as the difference is reasonably ascertainable. A deduction shall be made from the employee’s accumulated sick leave in an amount proportionate to the amount actually paid to the employee by the Employer in excess of the Title 51 of Washington State Industrial Insurance Law payments. The Employer's obligation ceases upon expiration of the employee's accumulated sick leave.

Article 12 Leaves

Section 12.1
Paid Sick Leave (PSL): The Employer agrees to fully comply with the requirements of RCW49.46.210 as administered by the Department of Labor and Industries, at a minimum, related to the payment, rate of pay, authorized use and carry over and reinstatement of employee PSL. Additional helpful information can be found by visiting www.lni.wa.gov.

Employees shall accrue PSL in proportion to their percent of full-time employment at the rate of one (1) prorated day of sick leave per payroll month of employment. The word “day” in this section is understood to mean a prorated day based on a standard eight (8) hour work day that is part of a full time forty (40) hour week. For absences in excess of five (5) consecutive days, a doctor’s certificate of illness must be on file with the payroll department if payment for sick leave is to be allowed.

Section 12.1.1
For absence in excess of five (5) consecutive days, the Employer reserves the right to request a doctor’s certificate of illness and/or injury. Employee who unlawfully use paid sick leave can be subject to disciplinary actions.
Section 12.1.2
An employee shall give notice of illness promptly in order to be eligible for sick leave payments. Such notification shall be given by telephone or message to the employee’s immediate supervisor or other Employer designated authority and shall state that the employee is sick or injured. Such notification shall be given at least two hours before the starting time of work or as soon thereafter as possible in the case of an extreme emergency.

Employees who have accrued sick leave while employed by another college in the State of Washington shall be given credit for such accrued sick leave upon employment by the Employer; provided there is a direct transfer of employment from the other college to the Employer. The employee must request the transfer of such sick leave.

Section 12.2
Paid Family and Medical Leave (PFML): The Employer agrees to fully comply with the requirements of RCW 50A as administered by the Department of Employment Security. Additional helpful information can be found by visiting www.paidleave.wa.gov. Washington State CARES premiums will be collected in accordance with the state’s recommendation.

Section 12.3
Injured Workers Program (IWP): The Employer agrees to fully comply with the requirements of RCW 51 as it relates to employees who may be injured on the job and as administered by the Department of Labor and Industries. Additional helpful information can be found by visiting www.lni.wa.gov.

Section 12.4
Unpaid Religious Holiday Leave: As provided in state law, employees are entitled to two unpaid holidays per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization. The College must allow the employee to take unpaid leave for up to two such holidays unless the employee’s absence would impose an undue hardship on the Employer or the employee is necessary to maintain public safety.

"Undue hardship" means an action requiring significant difficulty or expense to the Employer as defined by the Office of Financial Management under Washington Administrative Code (WAC 82.56).

The employee must submit a request for unpaid religious holiday leave under this section, a minimum of two (2) weeks prior to the requested day. Approval of the unpaid holiday should not be assumed until it has been authorized by the employee’s supervisor. If a request is denied, the College shall provide written proof of the hardship to the employee within three (3) work days.

Section 12.5
Attendance Incentive Program: In January of the year following any year in which a minimum of sixty (60) days of sick leave is accrued, and each January thereafter, any eligible employee may exercise an option to receive remuneration for unused sick leave accumulated in the previous year at a rate equal to one (1) day’s monetary compensation of the employee for each four (4) full days of accrued sick leave in excess of sixty (60) days. Sick leave for which compensation has been received shall be deducted from accrued sick leave at the rate of four (4) days for every one (1) day’s monetary compensation: Provided, that no employee may receive compensation under this section for any portion of sick leave accumulated at a rate in excess of one day per month.

At the time of separation from College employment due to retirement or death, an eligible employee or the employee’s estate shall receive remuneration at a rate equal to one (1) day’s current monetary compensation of the employee for each four (4) full days accrued sick. The provisions of this section shall be administered in accordance with state law and applicable state rules and regulations. Should the legislature revoke any benefits granted under this section, no
affected employee shall be entitled thereafter to receive such benefits as a matter of contractual right.

Section 12.6
Voluntary Employee Beneficiary Association (VEBA): RCW 28B.50.553 and WAC 131-16-067 and -069 provide a means for the Employer to take funds that would otherwise be paid to eligible retiring employees as a cash-out of compensable sick leave and instead use them to provide those employees with a medical expense benefit plan. Those funds may then be deposited in a tax-free VEBA trust account on those employees’ behalf. The retired employee can obtain reimbursement from the trust account in order to pay any qualified post-retirement medical, dental, and vision expenses, including premium and out-of-pocket expenses.

The Employer will establish a VEBA account for all retiring employees. The Employer will make deposits to an appropriate VEBA account equal to the value of compensable sick leave at retirement for each eligible Union member who retires. In doing this, the Employer makes no representations about, and assumes no responsibility for, the tax consequences.

Participation in this medical expense benefit plan is governed by applicable provisions of the Internal Revenue Code, RCW 28B.50.553, and WAC 131-16-067 and -069, and these requirements, and applicable changes thereto, shall prevail over this section in the event of any conflict. Any changes in the legal requirements governing the establishment and administration of the VEBA will automatically be implemented by the Employer. If there are changes in these legal requirements that result in significantly more administrative work for the Employer, the Employer will notify the Union as to how the Employer plans to implement such changes and/or may terminate section 12.1.13 for the following year after written notice.

In order to participate in the plan, eligible retiring Union members must sign the required agreement to hold the Employer harmless in the event of an adverse tax finding. The Union and the Employer agree, and each employee shall agree, that an eligible employee who refuses to execute this required hold-harmless agreement shall forfeit all remuneration for sick leave that is compensable upon retirement under RCW 28B.50.553.

The Union agrees to hold annual elections of its membership regarding participation in the VEBA and to notify the College in writing of these election results and of Union participation in the VEBA for the upcoming year on or before December 31 of each year. If this written notification is not received from the Union, the default for the upcoming year will be participation in the VEBA. All participation in the VEBA shall be governed by this section with the dates modified as appropriate.

Section 12.7
Bereavement Leave: In the event of a death of a family member (as described in the Definitions section) of a regular employee, an absence of up to five (5) days may be permitted for employees covered by this Agreement. Compensation shall be at the employee’s own rate on the applicable salary schedule during such absence. Bereavement leave shall be non-accumulative and shall not be deductible from sick leave.

Section 12.8
Personal Leave: Employees shall be allowed up to four (4) days (1 day equals 8 hours to a maximum of 32 hours) of personal leave pro-rated to the employee’s percent of full-time employment at full salary each year. Application for personal leave shall be made at least twenty-four (24) hours before taking such leave. This leave shall not accumulate. Personal leave is subject to the immediate supervisor’s sole discretion and prior written approval.

Section 12.9
Emergency Leave: Employees shall be allowed up to three (3) regularly assigned days of emergency leave at full salary per year for emergencies. Use of emergency leave shall be charged against the employee’s accumulated sick leave. Conditions for granting emergency leave are as follows:
The situation shall be of such a nature that generally pre-planning by the employee is not possible, one which is serious, essentially unavoidable and of importance, not one of mere convenience. Some examples of situations that qualify for emergency leave are:
A. Serious illness in the immediate family;
B. Legal or business obligations that cannot be conducted at another time and require the employee's attendance;
C. Birth of a child;
D. Threat to an employee's property (flooding, storm, fire, etc.);
E. Extension of bereavement because of special circumstances; that is, travel conditions and/or distance;
F. Death of extended relative or close personal friend;
G. Other emergency events which require time away from assigned duties and which are beyond the control of the employee or which cannot reasonably be anticipated or avoided and fall under the definition above.

Section 12.10
Leave of Absence: Regular employees may be eligible to receive a leave of absence in accordance with the following:

Upon recommendation of the immediate supervisor and upon approval by the President or designee, an employee may be granted an extended leave of absence for a period not to exceed one (1) year, or two (2) years in the event of an on-the-job injury. A leave of absence may be granted for illness, injury, surgery, educational pursuits, or for professional, family, or other personal reasons.

For a leave of absence granted for a period of sixty (60) days or less, the returning employee shall be assigned to the same position, or an equivalent position, occupied before the leave. For a leave of absence granted for a period exceeding sixty (60) days, the returning employee shall not necessarily be assigned to the identical position occupied before the leave of absence: Provided, that if a vacancy exists for which the employee is qualified, the employee shall be reinstated in a position equivalent in duties and salary to that held at the time the request for leave of absence was approved. Refusal to accept an available position shall terminate the employee from the College.

The employee shall retain accrued sick leave, vacation, and seniority rights while on approved leave of absence.

Vacation leave, sick leave and other benefits shall not accrue while an employee is on approved leave of absence. Seniority rights shall accrue when the employee is on approved leave of absence.

The employee shall receive no credit for salary advancement while on leave of absence. However, if such leave was for the purpose of service in the United States Military the salary placement shall be in accordance with the provisions of the Veteran Reemployment Act.
Section 12.11
Civil Leave: Any regular employee who is subpoenaed as a witness in a court proceeding: Provided, That they were not subpoenaed by the Union to testify against the Employer, or as a witness in their own behalf or interest; or any regular employee called for jury duty shall be compensated normal pay, having deducted only that amount which the employee receives from the court while serving in that capacity. If the employee is plaintiff or defendant in a case, there shall be no compensation, and such employee may request a leave of absence for such purpose. Upon receipt of a jury summons, or the subpoena, the employee shall immediately notify the immediate supervisor and complete an application for leave. The employee shall be required to furnish a signed statement from a responsible officer of the court as proof of jury service, or of having served as a witness, of pay received prior to the computed difference being paid by the Employer. Such payment shall not exceed the employee's normal daily pay less bona fide expenses approved by the Employer.

Section 12.12
Family and Medical Leave Act of 1993 (FMLA): FMLA is a United States labor law requiring covered Employers to provide employees with job-protected and unpaid leave for qualified medical and family reasons. The FMLA is administered by the Wage and Hour Division of the United States Department of Labor.

The Family and Medical Leave Act entitles eligible employees of covered Employers to take unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave. Eligible employees are entitled to:

A. Twelve (12) workweeks of leave in a 12-month period for:
   i. The birth of a child and to care for the newborn child within one year of birth.
   ii. The placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement.
   iii. To care for the employee's spouse, child, or parent who has a serious health condition.
   iv. A serious health condition that makes the employee unable to perform the essential functions of his or her job.
   v. Any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on "covered active duty".

B. Or, twenty-six (26) workweeks of leave during a single 12-month period to care for a covered service member with a serious injury or illness if the eligible employee is the service member's spouse, son, daughter, parent, or next of kin (military caregiver leave).

Employees must contact the Human Resources Office to determine eligibility and options including coverage provided consistent with the Washington State Family Leave Act of 2006 (WFLA).
Article 13 Insurance and Retirement

Section 13.1
The Public Employee Benefits Board establishes insurance eligibility consistent with state statute.

Section 13.2
The Employer shall continue to make payments for an employee's medical insurance while the employee is on disability leave for an on-the-job injury for a period not to exceed three (3) months.

Section 13.3
The Employer will allow employees to participate in an employee funded Union pension plan upon bargaining unit approval. The bargaining unit may vote to change the contribution amount annually at the time of a state authorized cost of living adjustment. Changes in the contribution amount will be made in writing one month prior to the implementation.

Article 14 Rates of Pay and Employee Compensation

Section 14.1
Employees shall be compensated in accordance with the provisions of this Agreement for time worked.
Section 14.2
The monthly salaries for regular employees are contained in Appendix A of this Agreement. The hourly rates of pay for extra time compensation are contained in Appendix A of this Agreement.

Section 14.3
For purposes of calculating partial hours, hourly time worked shall be rounded to the next one-quarter (1/4) hour.

Section 14.4
Employees authorized to travel by the Employer shall complete and submit in a timely fashion the form prescribed by the Employer to request reimbursement.

Section 14.5
Employees shall be paid in semi-monthly payments beginning with the semi-monthly pay period in which they commence their assignment and ending with the semi-monthly pay period in which they conclude their assignment. The semi-monthly payment, which is exclusive of any overtime, shall be one half (1/2) of the monthly salary assigned the regular employee's classification as contained in Appendix A of this Agreement.

Custodians will be placed on the salary schedule based upon the shift for which a majority of their hours are regularly scheduled.

Section 14.5.1
Regular employees, whether full-time or part-time, who commence or conclude an assignment in the middle of a semi-monthly pay period shall have their semi-monthly salary prorated on a daily basis consistent with OFM regulations for employees paid on a non-hourly basis working less than a full semi-monthly pay period.

Section 14.5.2
A part-time regular employee assigned extra time on a temporary basis shall be compensated hourly based upon the rates contained in Appendix A of this Agreement. A regular employee assigned over-time shall be compensated at one and one-half times the rate calculated by dividing by 174 the monthly salary as contained in Appendix A of this Agreement, and in accordance with governing law, rule and regulation.

Section 14.6
Upon successful completion of twenty-four (24) hours of Employer-approved in-service consistent with the employee's professional growth plan, an employee may advance one (1) step on the salary schedule contained in Appendix A.

Section 14.6.1
Professional development and in-service courses identified on Appendix B are approved and eligible for step advancement consistent with this section. Attendance and pay status are subject to approval by the supervisor depending on the date, time, and need of the College.

Alternate courses to those listed in Appendix B may be approved by the immediate supervisor.

Section 14.6.1
All incremental movement occurs annually on July 1. Only one increment may be earned each fiscal year. All approved staff development hours must be earned and documentation provided to the Human Resources office by May 1 of the year preceding the increment.
Increment movement requires completion of twenty-four (24) hours of approved staff development, and full-time work at least 50% of the fiscal year during the year preceding the year of increment. Employees between Steps 1 and 8 and who have not had increment movement as noted above will automatically move one step after completion of three (3) years. Employees at Step 9 for five three (3) years will automatically move to Step 10 in the following year. Employees at Step 10 for five three (3) years will automatically move to Step 11 in the following year.

Section 14.6.2
The College agrees to advance employees from step to step on the salary schedule by the increments for which individual employees qualify absent legislative limitations on authorization and/or funding, and absent State Board limitations on authorization and/or funding.

Section 14.6.3
In the event of limitations on authorization or funds for step advancement in any year covered by this Agreement, advancement earned by an employee but not paid due to such limitations on authorization or funds shall be carried over into a subsequent year when sufficient authorization or funding is available. Only the qualification to increment is carried over; there is no entitlement to recover increment amounts not received due to inadequate funding or prohibition by the legislature or State Board.

Section 14.7
The College agrees to increase the rates of pay listed in Appendix A and B by the same percentage or amount and upon such date as legislatively authorized and funded, and as indicated by the State Board, as follows: Effective January 1, 2023, there shall be a general wage increase of 7% for all classifications, which includes the Cost of Living Adjustment (COLA). Effective July 1, 2023, state pass through or 3.0%, whichever is greater for all classifications. Effective July 1, 2024, the same percentage or amount and upon such date as legislatively authorized and funded, and as prescribed and allocated by the State Board for all classifications.

Section 14.8
Lead Designation: The College may designate one or more lead employees in any job classification. Employees designated as lead shall receive an additional stipend as provided in Appendix A. Whether, and to which employee within the classification, such designation is assigned shall be solely at the discretion of the Employer. The Employer’s election to assign, or not to assign, and to which employee to assign the lead designation and accompanying stipend shall not be subject to the grievance procedure. Prior to assigning a lead designation, the Employer shall set forth in writing the duties expected to be performed by an employee designated as a lead.

Section 14.8.1
A lead employee shall be evaluated on the lead duties separate from the duties of their classification. Inadequate performance of lead duties shall be communicated in writing to the employee. The employee shall be provided an opportunity to improve their performance of lead duties, which period shall be not less than thirty (30) days. Subsequent to the opportunity to improve performance, the immediate supervisor shall re-evaluate the employee’s performance of lead duties. If the performance of lead duties remains unsatisfactory, the designation may be discontinued. The reasons for discontinuing the lead designation shall be communicated in writing to the employee.

Section 14.8.2
Once assigned, the lead designation and accompanying stipend may be discontinued in the event the employee moves to another shift or classification: Provided, that the Employer may elect to move the lead designation with the employee to another shift. The discontinuation of the lead designation shall be communicated in writing to the employee.
Article 15 Performance Evaluation

Section 15.1
The immediate supervisor shall evaluate performance of each employee annually. The evaluation will occur no later than the end of the fiscal year (June 30). Employees and supervisors are encouraged to use the evaluation process throughout the year.

Section 15.2
The employee and supervisor shall complete the evaluation together.

Section 15.3
One copy of the final signed evaluation shall be given to the employee and one shall become part of the employee’s personnel file.

Article 16 Miscellaneous

Section 16.1
Jurisdiction: In such instances where the conditions dictate a need for an employee within the bargaining unit to perform a job duty normally recognized as falling within the specific jurisdiction of another bargaining unit classification, such employee shall perform the job duty as directed to the extent the employee is capable. Utilization of this provision is intended to deal with occasional incidents where the time involved in calling a specific bargaining unit classification would not be an efficient utilization of bargaining unit personnel. Except to the limited extent set forth herein, this provision shall not be utilized to realign historically recognized jurisdictional job duties among the various craft classifications.

Section 16.2
Wearing Apparel: The Employer shall provide adequate appropriate protective clothing as reasonable determined by the Employer.

Section 16.2.1
The Employer shall provide groundskeepers with two-piece rain clothing.

Section 16.2.2
Wearing apparel supplied by the Employer shall remain the property of the Employer and shall be properly worn by the employees during their working hours as determined by the Employer.

Section 16.3
Mileage Reimbursement: Employees shall receive mileage reimbursement for the use of their personal vehicles for College business at the current rate established by the Office of Financial Management (OFM). Such reimbursement shall be only for authorized travel in the employee’s own private vehicle. Reimbursement must be requested monthly on a form prescribed by the Employer.

Section 16.4
Physical Examinations: In the event it should be required as a condition of employment that an employee submit to a physical examination, such examination shall be at the expense of the Employer and reimbursement for miles traveled shall be paid in accordance with OFM.
Article 17 Labor-Management Committee

Section 17.1
The College and union agree to establish a labor-management committee (LMC) to address contract administration and other matters of concern.

A. The LMC will not address active grievances and the nature of matters the LMC covers shall not contradict the terms and conditions of the Agreement. The LMC shall have no authority to conduct any negotiations, bargain collectively or modify any provision of this Agreement. The LMC shall refer all issues that may result in a memorandum of understanding to the appropriate College and Union representative.

B. The LMC will meet at least 3 times during the fiscal year on dates mutually agreed upon by the College and Union.

C. The LMC shall be comprised of up to four (4) representatives from the College and Union.

D. A LMC representative will submit a written agenda at least one week before a scheduled meeting.

Article 18 Management Rights

Section 18.1
Neither this Agreement nor the act of meeting and negotiating shall be construed to be a delegation to others of the policy making authority of the Board, which authority the Board specifically reserves unto itself. The management of the College and the direction of the work force is vested exclusively in the Employer subject to the terms of this Agreement. All matters not specifically and expressly covered or treated by the language of this Agreement may be administered by the Employer in accordance with such policy or procedure as the Employer from time to time may determine. Management officials retain the right and obligation to determine the method, number and kinds of personnel by which operations undertaken by employees in the unit are to be conducted, including the right to subcontract work and to designate the work to be performed by the Employer or others and the places and the manner in which it is to be performed, which right shall be subject to the grievance procedure. However, the Employer shall not terminate or reduce the employment of any current employee for the purpose of subcontracting work; and further, prior to implementation of changes not normally subcontracted, the Employer shall discuss the contemplated changes with the Union.

Management officials retain the right and obligation, according to Employer Board Policy, to do the following:

A. Direct employees covered by this Agreement;
B. Hire, promote, demote, assign, and retain employees of the units and to suspend, discipline, or discharge employees for proper and/or just cause;
C. Relieve employees from duty because of lack of work or other legitimate reasons;
D. Determine the method, number and classifications of personnel by which operations undertaken by employees in the units are to be conducted;
E. Discuss with the Union effecting changes in personnel practices that are of concern to employees within the units.

Section 18.2
Without in any way limiting the management rights described in the preceding section, the Union specifically recognizes that the Employer has full and broad authority to fill or not fill any vacancy in any position or classification, subject to the requirements of Section 6.1.
Section 18.3
Management prerogatives shall not be deemed to necessarily exclude other management rights not herein specifically.

Article 19 No Strike Agreement

Section 19.1
There shall not be authorized any strike, slowdown, or any other stoppage of work by the Union, regardless of whether an unfair labor practice is alleged. The Employer shall not lock out any employee covered by this Agreement. Should a strike, slowdown, or stoppage by the Union members occur, the Union shall immediately instruct its members to return to work. If the members of the Union do not resume as required by this Agreement immediately upon being so instructed, they shall be subject to discipline, including discharge.

Article 20 Discipline

Section 20.1
Discipline will be for just cause. As such, an employee will not be disciplined for an arbitrary or capricious reason. The extent of any disciplinary action will be in keeping with the seriousness of the infraction. A process of progressive discipline will be used. Progressive discipline includes oral warning, written reprimand, suspension or termination as appropriate to the infraction. The employee will receive a copy of any written reprimand. In the case of a serious offense, the Employer may bypass progressive discipline steps.

The College will notify an employee prior to a meeting set up for possible disciplinary action so that the employee has an opportunity to obtain Union representation. If representation is not available, the meeting will be re-scheduled to a mutually agreeable time, but not later than the following week.

When an employee is dismissed or suspended for disciplinary action, a written notice will be given to the employee with a copy to the Union.

The College will act in good faith in the dismissal or demotion of any employee. Should the Union present a grievance in connection with the dismissal or demotion within ten (10) working days of such dismissal or demotion, it shall be reviewed under the terms of the grievance procedure.

Article 21 Grievance Procedure

Section 21.1
Grievance Defined: A grievance is a claim by an employee or the Union that there has been a violation, misinterpretation, or misapplication of a specific article or section of this Agreement.

Section 21.2
Grievance Steps: Grievances shall be processed as follows:

Section 21.2.1
Step 1: Verbal Discussion: The employee shall first discuss the alleged grievance with the immediate supervisor. The employee must clearly indicate that this is a Step 1 grievance discussion. This shall be done within thirty (30) days after the occurrence, or knowledge of the occurrence giving rise to the alleged grievance. The employee may have a Union representative present during this discussion. The immediate supervisor will provide a written summary of the verbal discussion decision to the employee and Union within five (5) working days.
Section 21.2.2
Step 2: Grievance Reduced to Writing: If no settlement has been reached at Step 1, at the request of the employee the designated Union representative may advance the grievance to Step 2 by reducing the grievance to writing and presenting it to the Vice President of Administrative Services or designee. The written statement of grievance must be so presented within fourteen (14) days of the Step 1 meeting and must contain at least the following:

A. Statement of the grievance, including all relevant facts on which it is based;
B. Reference to the specific Article(s) and/or Section(s) of the Agreement which is claimed to have been violated, misinterpreted, or misapplied;
C. Remedy sought.

The parties shall have fourteen (14) days from receipt of the written statement of grievance to meet to resolve the grievance. Following that meeting, the administrator shall, within seven (7) days, indicate the disposition of the grievance and shall furnish a copy to the employee issue a written decision to the Union. If in the resolution process a meeting is held with the grievant in attendance, a representative of the Union shall be given an opportunity to attend.

Section 21.2.3
Step 3: President Level: If no settlement has been reached in Step 2 within the specified time limit, Union the Union representative may advance the grievance to Step 3 by submitting a copy of the written statement of grievance in appropriate form advancing the written grievance to the Office of the President at step 3 within fourteen (14) days of receipt of the written disposition of grievance decision given by the Step 2 administrator. After such submission, the President or designee shall have fourteen (14) days to meet with the Union to resolve the grievance. Following that meeting, the President or designee shall, within seven (7) days, indicate the disposition of the grievance on the grievance form and shall furnish a copy thereof to the employee and issue a written decision to the Union.

Section 21.2.4
Step 4: Arbitration: If no settlement has been reached in Step 3, the Union may submit the grievance to the Federal Mediation and Conciliation Service (FMCS) and select an arbiter for arbitration subject to the following:

A. The arbitrator shall have no power to change, alter, add to, detract from, disregard, or modify the terms of the Agreement.
B. The arbitrator's decision shall be final and binding on the College, Employee, and Union.
C. The expenses of the arbitrator, the cost of any hearing room, unless such are paid by the state of Washington, shall be borne by the loser. Either party desiring a shorthand reporter shall pay for the same. Each party shall bear the expenses for preparation and presentation of their case.
D. The College and Union shall not be permitted to assert during arbitration proceedings any new grounds or rely on any evidence not previously disclosed to the other party.

Section 21.2.5
Nothing herein shall prevent an employee from seeking assistance or engaging the Union or the Union from furnishing such assistance at any stage of the grievance procedure.

Section 21.3
Grievance claims involving retroactive compensation shall be limited to no more than forty-five (45) days prior to the written submission of the grievance to the Employer.

Section 21.3.1
In arriving at any disposition or settlement, neither party shall have the authority to alter this Agreement.
Section 21.3.2
The Employer shall not discriminate against any individual employee or the Union for taking action under this Article.

Section 21.3.3
Discussion in the handling of grievances, formally or informally, shall take place whenever possible on school time.

Section 21.3.4
The time limits provided in this Article shall be strictly observed, unless extended by written agreement of the parties. Any extension to the time limits agreed to by both parties in any written form, including email, shall be upheld. Failure of the Union to proceed with the grievance within the timelines in the CBA herein provided shall result in the dismissal of the grievance. Failure of the Employer to take the required action within the times provided shall entitle the grievant to proceed to the next step.

Article 22 Engineers Political Education Committee

Section 22.1
Engineers Political Education Committee: Subject to RCW 41.04.230(6) which requires that voluntary employee contributions to any funds, committees, or subsidiary organizations maintained by labor may only be deducted by the college if 25 or more employees of a single agency (college) or a total of one hundred or more employees of several agencies have authorized such a deduction for payment to the same labor organization, and subject to an additional minimum participation of nine (9) College employees, the Employer will deduct five cents ($0.05) for each hour that the employee receives wages under the terms of the Agreement, on the basis of individually signed, voluntary authorized deduction forms. It is agreed that these authorized deductions for the IUOE/Engineers Political Education Committee are not conditions of membership in the International Union of Operating Engineers or of Employment with the Employer and that the IUOE/EPEC will use such monies in making political contributions in connection with Federal, State, and local elections.

Article 23 Savings Clause

Section 23.1
If any provision of this Agreement or the application of any such provision is held invalid, the remainder of this Agreement shall not be affected thereby.

Section 23.2
Neither party must comply to any provision of this Agreement which conflicts with federal, state, county or city statutes or regulations.

Section 23.3
In the event any provision of the Agreement is invalid, such provision shall be renegotiated.
Article 24 Entire Agreement

Section 24.1
This Agreement expressed herein constitutes the full and complete agreement between the Board and the Union for its term. This Agreement supersedes any rules, regulations, policies, resolutions, or practices of the College that shall be contrary to or inconsistent with its terms.

Section 24.2
This Agreement in complete form will be available online. Hard copies will be made available for employees who need a hardcopy as a reasonable accommodation.

Article 25 Term

Section 25.1
This Agreement shall be in full force and effect from July 1, 2019 through June 30, 2022.

Section 25.2
Not less than ninety (90) days prior to June 30, 2022, the Employer and the Union shall meet for the purpose of negotiating amendments to any and all provisions contained within this Agreement.

Section 25.3
All provisions of this Agreement shall be applicable to the entire term of this Agreement.

Section 25.4
This Agreement may be reopened and modified at any time during its term upon mutual consent of the parties in writing.

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 302

LAKE WASHINGTON INSTITUTE OF TECHNOLOGY, DISTRICT NO. 26

Dated: ___________________________  Dated: ___________________________

By: ___________________________  By: ___________________________

Ryen Young, IUOE Representative  Amy Morrison, President
AGREEMENT BY AND BETWEEN

LAKE WASHINGTON INSTITUTE OF TECHNOLOGY
DISTRICT 26

AND THE

INTERNATIONAL UNION OF OPERATING
ENGINEERS LOCAL NO. 302

EFFECTIVE JANUARY 1, 2023 THROUGH JUNE 30,

2025 APPENDIX A
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Appendix B Approved In-service Courses ............................................................................................. 4
Appendix A: Employee Monthly Salaries and Hourly Rates

Monthly Salary and Hourly Rate Schedule Effective January 1, 2023. Employees at step 6 and above at ratification will receive pay increases retroactive to July 1st, 2022. Employees at steps 1-5 shall move steps in accordance with MOU A and spreadsheet provided by Human Resources at ratification.

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[Rounding may cause slight discrepancies to the hourly rates; each should reflect the whole dollar monthly amount divided by 174, which is the PPMS calculation for hourly rates for extra hours and over time calculations.]

Section A1

The College may place new employees at either step 1 or 2 step 1 through 5 of the Monthly Salary Schedule dependent upon certification, experience and training as verified by Human Resources.

Section A2

Employees designated a lead consistent with Section 14.8 shall be paid a stipend between $75.00-$250.00
per month, pro-rated based on full-time employment and start or end of assignment as approved by the supervisor.

Section A3

Step 10 will be provided to employees who complete three (3) years at step 9. Step 11 (Longevity Step) will be provided to employees who complete five three (3) years at step 10.
Section A4
Shift Differential will be provided based on the assigned shift:

- First Shift - Start Time: 4:00AM-8:00AM, Regular Pay (No Shift Differential)
- Second Shift - Start Time: 12:00PM-4:00PM, Second Shift $.35 per hour above base schedule
- Third Shift - Start Time: 8:00PM-12:00AM, Third Shift $1.50 per hour above base schedule

Section A5
All employees that worked full time of at least 50% or more for the past year and is on steps 1-8 as of July 1, 2016 will receive an additional one-time one step movement effective July 1, 2016.

Effective July 1, 2022
Appendix B Approved In-service Courses

Professional development activities are supported by the College, Union, and the Western Washington Stationary Engineers Training Trust. Course completion and competency attainment may lead to journey level certification.

Questions related to the employee growth plan should be referred to the employee’s immediate supervisor. Employees interested in pursuing journey level certification should contact the shop steward or the Union’s Director of Training at www.iuoe286.org.

General Courses for Any Classification
The following courses or the equivalent are recommended professional development for all employees by the College and the Union:

- Building/ Equipment/ Personal Safety and Certification
- Building Emergencies
- Computer Literacy
- Conflict Resolution
- Safe Driving
- Hazmat
- Basic Electrical
- Fire Extinguisher Maintenance
- First Aid/CPR
- Lock Out/ Tag Out
- Supervision

Part A Custodial Training Courses
The following courses or the equivalent are recommended professional development for custodians by the College and the Union:

- General Building Maintenance and Facility Care
- Blue Prints/Schematics
- Basic Locksmith
- Boiler License Course
- HVAC/Refrigeration License and Courses

Part B Building Equipment Mechanic Training Courses
The following courses or the equivalent are recommended professional development for building equipment mechanics by the College and the Union:

- HVAC/ Refrigeration License and Courses
- Electrical Courses
- Building Controls
- Mechanical and Plumbing Systems
- Blue Prints/Schematics
- Basic Locksmith
- Boiler License Course
- CFC Recovery
Part C Groundskeeper Training Courses
The following courses or the equivalent are recommended professional development for groundskeepers by the College and the Union:

- Pesticide/ Herbicide/Public Applicators Certification
- Irrigation
- Back Flow Certificate
- Grounds Equipment Maintenance

Part D Shipping/ Receiving Technician Courses
The following courses or the equivalent are recommended professional development for shipping/receiving technicians by the College and the Union:

- General Building Maintenance and Facility Care
- Controlling Building Safety Hazards
- Mechanical and Plumbing Systems
- Basic Locksmith
- Accounting
- Materials Management Courses (APICS)

Part E Utility Worker and Maintenance Custodian Courses
Recommended professional development for these classifications are found in a combination of each of the other classifications; e.g., custodial, building maintenance, grounds, and shipping/receiving.

Part F Safety and Security Courses
The following courses or the equivalent are recommended professional development for safety and security technicians by the College and the Union:

- Clery Act
- Emergency Management
- Safety and Security Practices
Lake Washington Institute of Technology
Delta Dental Resolution

Resolution 137

WHEREAS, Lake Washington Institute of Technology offers students the opportunity to pursue their career and educational goals to create a rewarding future for themselves and their families; and,

WHEREAS, Lake Washington Institute of Technology anticipates offering dental assistant and expanded capacity in dental hygiene programs on site, as well as operating the Lake Washington Institute of Technology Dental Clinic; and,

WHEREAS, Delta Dental has provided considerable support for the students enrolled in the dental programs; and,

WHEREAS, Delta Dental provided a matching grant of $834,807 to purchase twelve dental operatories for the Dental Clinic in support of the launch of additional dental educational offerings; and,

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees sincerely thanks Delta Dental for their support of LWTech students and programs, and for their matching grant of $834,807 for the Dental Clinic operatories.

ADOPTED by the Board of Trustees at a regular meeting on February 13, 2023.

LAKE WASHINGTON INSTITUTE OF TECHNOLOGY
DISTRICT 26 BOARD OF TRUSTEES

________________________________________
Laura Wildfong, Chair

________________________________________
John Suk, Vice-Chair

________________________________________
Anne Hamilton, Trustee

________________________________________
Bob Malte, Trustee

________________________________________
Randy Scott, Trustee

Attest:

________________________________________
Dr. Amy Morrison, President