



**NOTICE OF MEETING REGULAR MEETING**

BOARD OF TRUSTEES COLLEGE DISTRICT NO.10  
Green River College, Auburn, Washington

**July 20, 2023**

The Board of Trustees of College District No. 10 will hold a regular meeting on Thursday, July 20, 2023 at 4:30p.m. Jennifer Ramirez Robson, Board Chair, will preside. Attendance is available in-person in the Zgolinski Center Board Room or via zoom at: <https://us02web.zoom.us/j/84440120382> Meeting ID 844 4012 0382 Passcode 98092.

<b>TIME (approximate)</b>	<b>TOPIC</b>	<b>PRESENTER</b>	<b>TAB</b>
4:30 PM	<b>CALL TO ORDER</b>	Jennifer Ramirez Robson	
	<b>ROLL CALL</b>		
	<b>PUBLIC COMMENT</b>		
4:35 PM	<b>APPROVAL OF MINUTES</b>	Jennifer Ramirez Robson	Minutes
	June 15, 2023		
	<b>REPORTS TO THE BOARD</b>		
4:45 PM	Three United Faculty MOU's	Rolita Ezeonu	TAB A
4:55 PM	Interagency Agreement with Washington Certification Services	Rachel Neville	TAB B
N/A	<b>EXECUTIVE SESSION</b>		
5:05 PM	<b>ACTION RECOMMENDATIONS</b>		ACTION
	Three United Faculty MOU's		
	Interagency Agreement with Washington Certification Services		
	<b>OTHER BUSINESS/PUBLIC COMMENT</b>		
	Upcoming Activities/Meetings		Other Business
5:10 PM	<b>ADJOURNMENT</b>		

If you need disability related accommodations to make this event accessible, please contact Human Resources at 253-833-9111, ext. 2600; TTY 253-288-3359; or by email at [hr@greenriver.edu](mailto:hr@greenriver.edu).

Green River College is an equal opportunity educator and employer. Learn more at [www.greenriver.edu/accessibility](http://www.greenriver.edu/accessibility).



COLLEGE DISTRICT NO.10

Green River College  
Auburn, Washington

June 15, 2023

The Board of Trustees of Green River College District No. 10 held a regular meeting at 4:30 p.m. on June 15, 2023 in the ZC Boardroom and virtually via Zoom, ID #: 844 4012 0382. Board Chair Ramirez Robson presided.

**4:30 p.m. Regular Meeting**

**TRUSTEES**

Chair Jennifer Ramirez Robson  
Vice Chair Sharonne Navas  
Jackie Boschok  
Elaine Chu  
Arlene Pierini

**STUDENTS/STAFF/GUESTS**

Wai Mae Aung  
Kelsey Barrans  
Shirley Bean  
Mark Brunke  
Miebeth Bustillo-Booth  
Deb Casey  
Laurie Centauri  
Tsai-En Cheng

**STUDENTS/STAFF/GUESTS**

John Clark  
Charlie Crawford  
dani crivello-chang  
Audrey Estep  
Jamie Fitzgerald  
Abraham Gibson  
Christie Gilliland  
Suzanne Johnson  
Shah Asraff Khan  
Nancy Kremer  
Dan Fergusson  
David Larsen  
Kara LaValley  
Suzanne McCudden  
Camella Morgan

**STUDENTS/STAFF/GUEST**

Ha Nguyen  
Dave Norberg  
Elizabeth O'Connor  
Rhonda Sample  
Tammy Shilipetar  
Kristin Soderquist  
Janee Sommerfeld  
Najae Stansberry  
Wendy Stewart  
Su Hoon Tan  
Sidney Weldele-Wallace  
Michael Wilson  
And others who chose not to sign-in

**ROLL CALL**

The meeting opened at 4:32 p.m. with Chair Ramirez Robson, Vice Chair Navas, Trustee Pierini, Trustee Chu present. Trustee Boschok joined shortly after the meeting began.

**PUBLIC COMMENT**

No public comment.

### CELEBRATING SUCCESS

#### *Student Leadership Recognition*

Vice President of Student Affairs, Deb Casey; Dean of Campus Life, dani crivello-chang; and Dean of Enrollment and Completion, David Larsen, recognized Shah Asraff Khan for his time as ASGRC President, noting their significant impact on student voice and deep caring for what they did as President. Tygerr Recchia (not present) was also recognized, noting their work on equity and ability to be vocal, open and confident. Shah shared appreciation to Trustees for taking the time to listen to students, as they feel respected and heard and have provided very positive feedback.

#### *Benefits HUB*

Director of Transformational Wellness Resources, Kelsey Barrans introduced student Kristina Soderquist and Benefits Hub AmericaCorp Coach, Terika Johnson. Kristina shared that the Benefits Hub helps connect students to available resources and her appreciation and experiences with the program. Terika shared a goal to get more assistance with stocking the food pantry, and to create more programs to get more students connected to food.

### MINUTES

It was moved by Trustee Navas, seconded by Trustee Boschok, that the Board of Trustees of College District No. 10 approve the meeting minutes of May 18, 2023, as distributed. Motion passes.

It was moved by Trustee Navas, seconded by Trustee Boschok, that the Board of Trustees of College District No. 10 approve the meeting minutes of May 30, 2023, as distributed. Motion passes.

It was moved by Trustee Navas, seconded by Trustee Boschok, that the Board of Trustees of College District No. 10 approve the meeting minutes of June 7, 2023, as distributed. Motion passes.

### CORRESPONDENCE

No correspondence.

### INTRODUCTIONS

No introductions.

### REPORTS TO THE BOARD

#### *2023/2024 Budget*

Vice President of Business Administration, Shirley Bean and Senior Director of Budget, Janee Sommerfeld, provided a review of the proposed 2023/2024 budget, with a request for action. A copy of the presentation and draft budget are attached under TAB A.

#### *2023/2024 Election of Board Officers*

Chair Ramirez Robson proposed a two-year rotation for Chair and Vice Chair. Discussed ensued regarding the bylaws policy, concluding that in June of each fiscal year the board will elect a chair and vice chair for the ensuing year, without restriction on who it is. Chair Ramirez Robson and Vice Chair Navas would like to continue in their roles for the 2023/2024 academic year.

*Strategic Plan Update Part 2*

Interim Executive Director of Institutional Effectiveness, Charlie Crawford, provided a progress update of the strategic plan and its relation to SPARC. Charlie shared the following link on screen:

<https://performance.envisio.com/dashboard/green-river-college2650/Strategy-72038> and also reviewed dashboards on sbctc.edu. A copy of the report is attached under TAB C.

Break from 5:55 p.m. to 6:05 p.m.

*SPARC (Strategic Action Plan and Recommendation Council) Update*

Vice President of College Advancement, George Frasier introduced SPARC members Abraham Gibson, Audrey Estep (both students), and Vice President of Equity, Diversity and Inclusion, Ha Nguyen, who provided an update of recent activities and goals for SPARC. A copy of the presentation, community agreements, charter, and the summer work items are attached under TAB D.

*MultiCare Grant Subaward Contract*

Associate Dean of Nursing, Kara LaValley provided a report with a request for action regarding the MultiCare HealthierHere Grant. A copy of the report and the relevant MOU are attached under TAB E.

STANDING REPORTS

*Student Report*

ASGRC President, Shah Asraff Khan, presented the student report. A copy of the presentation is attached under TAB F.

*Equity & Diversity Report*

Vice President of Student Affairs, Deb Casey; Director of Transformational Wellness Resources, Kelsey Barrans; Benefits Hub Coordinator, Najae Stansberry; and Institutional Effectiveness Research Analyst, Ava Karami provided an overview of the Basic Needs Survey results. A copy of the presentation is attached under TAB G.

*College Council Report*

No Report

*Faculty Report*

United Faculty President, Jaeney Hoene, presented a verbal Faculty Report. Jaeney shared that faculty are feeling that as a whole we are all doing good work, but not doing enough, especially in the work to be anti-racist.

*Classified Staff Report*

No Report

*President's Report*

President, Dr. Suzanne Johnson, provided a President's Report. A copy of the report, and the annual 2022-23 Annual Report and Operational Planning Update are attached under TAB I.

EXECUTIVE SESSION

Board Chair Ramirez Robson called for an executive session to begin at 7:58 p.m. for ten (10) minutes in accordance with the Open Public Meetings Act authorizing executive sessions, RCW 42.30.110 to review the performance of a public employee. At 8:08 p.m. executive session was extended an additional ten (10) minutes. At 8:18 p.m. the regular meeting reconvened.

BOARD ACTION

*2023-2024 Budget*

It was moved by Trustee Pierini, seconded by Trustee Chu, that the Board of Trustees of College District No. 10 officially adopt Resolution 2023-2024-1, attached, for the approval of College Budgets, Tuition and Fees for 2023-2024. Motion passes.

*2023-2024 Election of Board Officers*

It was moved by Trustee Chu, seconded by Trustee Pierini, that the Board of Trustees of College District No. 10 elect Jennifer Ramirez Robson as Board Chairperson for 2023-2024. Motion passes.

It was moved by Trustee Chu, seconded by Trustee Pierini, that the Board of Trustees of College District No. 10 elect Sharonne Navas as Board Vice Chairperson for 2023-2024. Motion passes.

*Tenure*

In accordance with RCW 28B.50.850 – RCW 28B.50.869 and Board policy as embodied in WAC 132J-128, and having given reasonable consideration to the recommendations of the tenure review committee, I move that the Board of Trustees of College District No. 10 award tenure to Joan Riksanrud. Motion passes.

*President Contract*

It was moved by Trustee Pierini, seconded by Trustee Chu, that the Board of Trustees of College District No. 10 approve the 2023 addendum to the presidential contract, as attached. Motion passes. Trustees went on to make a statement that they value President Johnson and that they believe she is doing an exceptional job. Trustees stated that they cannot say enough, are aware of the very heavy lift this position carries, and that they are extraordinarily grateful for Dr. Johnson. Dr. Johnson shared that it is an honor to serve this College and that we are learning as we go and figuring out what it means to lead when trying to organize a college around equity, and shared appreciation for the opportunity every day.

*MultiCare Grant Subaward Contract*

It was moved by Trustee Boschok, seconded by Trustee Chu, that the Board of Trustees of College District No. 10 accept the Memorandum of Understanding between MultiCare and Green River College for Nursing in the amount of \$220,814.14, and approve entering into sub-contract with MultiCare, in the amount of \$385,646.14. The funds are for direct costs incurred to support the scope of work. Motion passes.

TRUSTEES ASSOCIATION

None

OTHER BUSINESS/PUBLIC COMMENT

A list of upcoming activity dates was provided and is attached under other business.

ADJOURNMENT

There being no further business, it was moved by Trustee Boschok, seconded by Trustee Pierini, that the Board of Trustees of College District No. 10 adjourn its meeting of June 15, 2023 at 8:26 p.m. Motion passes.

---

Jennifer Ramirez Robson, Chair  
GRC Board of Trustees

---

Suzanne McCudden  
Secretary to the Board of Trustees

DRAFT

High Demand Funding Tier 1-3

MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN

GREEN RIVER COLLEGE

AND

THE GREEN RIVER UNITED FACULTY COALITION, A.F.T. LOCAL 2195-AFL-CIO

This memo confirms the following understanding and commitment made between Green River College and the Green River United Faculty Coalition, A.F.T. Local 2195. The \$904,283 allocated by the legislature in E2SHB 2158 (2019-20) for Fiscal Year July 1, 2023 - June 30, 2024, is to increase high-demand program faculty salaries (identified herein as Tiers 1-3). The premium payments in this memo are for Fiscal Year July 1, 2023 - June 30, 2024. Nothing herein should be construed to affect the Nurse Educator Allocation MOU for fiscal Year July 1, 2023 - June 30, 2024, which addresses Nursing faculty compensation legislatively allocated in House Bill 2158.

- Provide a premium of \$7,000 to identified High Demand Full-time Faculty in Tier 1\* up to 1.0 FTEF.
- Provide a premium of \$5,000 to identified High Demand Full-time Faculty in Tier 2\* up to 1.0 FTEF.
- Provide a premium of \$3,500 to identified High Demand Full-time Faculty in Tier 3\* up to 1.0 FTEF.
- Provide a premium of up to \$7,000 to identified High Demand Adjunct Faculty in Tier 1 equivalent to the percent of 1.0 annual FTEF taught Summer 2022, Fall 2022, Winter 2023, and Spring 2023.
- Provide premium of up to \$5,000 to identified High Demand Adjunct Faculty in Tier 2 equivalent to the percent of 1.0 annual FTEF taught Summer 2022, Fall 2022, Winter 2023, and Spring 2023.
- Provide a premium of up to \$3,500 to identified High Demand Adjunct Faculty in Tier 3 equivalent to the percent of 1.0 annual FTEF taught Summer 2022, Fall 2022, Winter 2023, and Spring 2023.
- Cover benefit costs associated with the Premiums.
- For full-time faculty members in Tiers 1-3, high demand premiums will be included in annual salary contracts and distributed evenly over 19 pay periods.
- For adjunct faculty members, high demand premiums will be paid in a lump sum for each quarter. Each quarter's premium will be based on the percent of 1.0 FTEF worked that quarter,

up to 1.0 FTEF cumulatively for the academic year. Every effort will be made to include premiums in the third paycheck issued for that quarter's teaching contract.

- If after all faculty have been compensated, there is money remaining from the High-Demand allocation, then the Agent and the College agree to bargain those monies.

Programs included in each tier include:

– Tier 1 Programs: Trades (Mechatronics, Manufacturing, Carpentry, Welding, Automotive), Engineering, Computer Science, Information Technology, OTA, PTA.

– Tier 2 Programs: Criminal Justice, Business (Business Management and Business Entrepreneurship), BTAC, Accounting, Court Reporting, Drafting, Natural Resources, Aviation, ECE.

– Tier 3 Programs: Science (Chemistry, T AP/Biology, Physics, Geology), Math, Counseling Services.

NOTE: When faculty members from the TS division teach an IBEST course combined with a class in a higher tier, they will receive the stipend for the higher tier for the IBEST proportion of their load, up to 1.0 FTEF. TS faculty participating in IBEST in Nursing programs will receive the Tier 1 stipend.

---

Jaeney Hoene, President  
Green River United Faculty Coalition

---

Jennifer Ramirez Robson  
Board of Trustees Chair  
Green River College



MOU Tier 4

Tier 4 MOU

MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN

GREEN RIVER COLLEGE

AND

THE GREEN RIVER UNITED FACULTY COALITION, A.F.T. LOCAL 2195-AFL-CIO

This memo confirms the following understanding and commitment made between Green River College (The college) and the Green River United Faculty Coalition, A.F.T. Local 2195 (the UF). The Tier 4 payments specified in this MOU are to compensate the faculty and programs not covered by E2SHB 2158 (2019-20) for Fiscal Year July 1, 2023 - June 30, 2024, and will be paid out accordingly in the fiscal year.

- Provide a premium of \$3,000 to identified Full-time Faculty in Tier 4 up to 1.0 FTEF.
- Provide premium of up to \$3,000 to identified Adjunct Faculty in Tier 4 equivalent to the percent of 1.0 annual FTEF taught Summer 2022, Fall 2022, Winter 2023, and Spring 2023.
- Cover benefit costs associated with the wage supplements.
- For full-time faculty members in Tier 4, premiums will be included in annual salary contracts and distributed evenly over 19 pay periods.
- For adjunct faculty members, premiums will be paid in a lump sum for each quarter. Each quarter's premium will be based on the percent of 1.0 FTEF worked that quarter, up to 1.0 FTEF cumulatively for the academic year. Every effort will be made to include premiums in the third paycheck issued for that quarter's teaching contract.
- Both parties agree that the \$600K described herein shall continue, even if specific distribution changes during future negotiations. In future fiscal years, \$600,000 in premium payments for Tier 4 faculty will be continued provided that dedicated, High Demand Funding from the legislature is maintained and that the High-Demand Premium MOU is renewed. If changes to the number of faculty of Tier 4 occur, the college and the UF agree to re-open bargaining about the premium amount. If the funding in E2SHB 2158 (2019-20) is not renewed for FY 2025, the college and the UF agree to reopen bargaining about [specific distribution of the ongoing] \$600,000 that is currently budgeted for Tier 4.

Programs included in each Tier:

- Tier 1 Programs: Trades (Mechatronics, Manufacturing, Carpentry, Welding, Automotive), Engineering, Computer Science, Information Technology, OTA, PTA.
- Tier 2 Programs: Criminal Justice, Business (Business Management and Business Entrepreneurship), BTAC, Accounting, Court Reporting, Drafting, Natural Resources, Aviation, ECE.

– Tier 3 Programs: Science (Chemistry, T AP/Biology, Physics, Geology), Math, Counseling Services.

– Tier 4 Programs: All programs, including the Intensive English Program, not named in Tiers 1, 2, 3, or covered by the current Nursing MOU.

NOTE: When faculty members from the TS division teach an IBEST course combined with a class in a higher tier, they will receive the stipend for the higher tier for the IBEST proportion of their load, up to 1.0 FTEF. TS faculty participating in IBEST in Nursing programs will receive the Tier 1 stipend.

---

Jaeney Hoene, President  
Green River United Faculty Coalition

---

Jennifer Ramirez Robson  
Board of Trustees Chair  
Green River College

Nursing MOU

MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN

GREEN RIVER COLLEGE

AND

THE GREEN RIVER UNITED FACULTY COALITION, A.F.T. LOCAL 2195-AFL-CIO

This memo confirms the following understanding and commitment made between Green River College and the Green River United Faculty Coalition, A.F.T. Local 2195, regarding the \$309,000 from the HB 2158 Nurse Educator. This funding will be allocated strictly for the purpose of increasing compensation for Nurse Educators, defined as those educators and administrators whose positions require a nursing credential.

Green River College and the United Faculty Coalition agree to the following compensation adjustments, to be drawn solely from the \$309,000 allocated for this purpose:

1. All full-time faculty who are Nurse Educators will receive a stipend in the amount of 26.5% of their full annual salary, as represented in their 2023-2024 annual contracts.
2. All adjunct faculty will receive a stipend in the amount of 26.5% of their full quarterly salary, as represented in the contract issued for that quarter.
3. All full-time faculty teaching "moonlight" classes will receive a stipend in the amount of 26.5% of the amount indicated in their quarterly contract for "moonlight" classes.
4. All Nurse Educators teaching summer quarter 2023 will receive a lump sum payment equal to 26.5% of their Summer 2023 teaching contract.
5. The agreement represented is in effect until June 30, 2024, and will be revisited separate from full scope bargaining pending ongoing, dedicated NEA funding from the legislature.

---

Jaeney Hoene, President  
Green River United Faculty Coalition

---

Jennifer Ramirez Robson  
Board of Trustees Chair  
Green River College

**Inter-agency  
agreement:  
Washington State  
Department of Health  
& Green River  
College's Washington  
Certification Services**



# Request for Approval

## Interagency Agreement for FY 23-25

- ▶ BSR-1: The Board of Trustees reserves unto itself the authority to enter into major contracts, other than public works contracts, for amounts in excess of \$100,000
- ▶ For your consideration, approval of an interagency agreement between the Washington State Department of Health and Green River's Washington Certification Services for \$1,113,000 a biennium for fiscal years 2023 through 2025.

7/20/2023 TAB B

# Safe Drinking Water



- ▶ Rachel Neville, Director of GRC Washington Certification Services
  - Appointed Vice Chair for Water Professionals International, a leading organization in the industry
- ▶ Green River College and Washington State Department of Health partners in administering a certification program activities for 40+ years

# GRC Washington Certification Services

Washington Certification Services supports drinking water operators and Backflow Assembly Testers in:

- 1) attaining state certification
- 2) meeting continuing education requirements
- 3) achieving career advancement goals
- 4) protecting the health of Washington's citizens.

# Increased inter- agency agreement

- ▶ Inter-agency agreement for an additional Department of Health program, increasing interagency agreement \$424,340 a biennium.
- ▶ Added 1.4 FTEs.
- ▶ Formed partnership agreement with GRC IT to upgrade digital infrastructure.
- ▶ The addition of FTE's along with WCS's improved structure provides a strong path for GRC to maintain and grow connections with the Department of Health and other water related agencies nation-wide.

7/20/2023 TAB B



# Request for Approval Interagency Agreement

BSR-1 Order Delegating  
Authority, Section 10, Major  
Contracts ...

We request the Board of  
Trustees approve the  
interagency agreement  
between Washington State  
Department of Health and  
Green River College with a  
biennial amount of  
\$1,113,000 for fiscal years  
2023 through 2025.

7/20/2023 TAB B



<b>CONTRACT NUMBER:</b> <b>HED28521-0</b>	<b>SUBRECIPIENT *</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
	<b>FFATA FORM REQUIRED</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO

**INTERAGENCY AGREEMENT**  
**Between**  
**STATE OF WASHINGTON**  
**DEPARTMENT OF HEALTH**  
**And**  
**WASHINGTON STATE COMMUNITY COLLEGE DISTRICT #10**  
**dba GREEN RIVER COLLEGE**

**THIS AGREEMENT** is made by and between the State of Washington Department of Health, hereinafter referred to as DOH, and WASHINGTON STATE COMMUNITY COLLEGE DISTRICT #10 dba Green River College, hereinafter referred to as “Green River College “ or “Contractor” pursuant to the authority granted by Chapter 39.34 RCW.

**PURPOSE:** The purpose of this agreement is for Green River College to manage the Waterworks Operator Certification program on behalf of and within the criteria established by Department of Health (DOH).

**THEREFORE, IT IS MUTUALLY AGREED THAT:**

**STATEMENT OF WORK AND BUDGET:** The Contractor shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to the performance of the work set forth in Exhibit A, attached hereto and incorporated herein.

**PERIOD OF PERFORMANCE:** Subject to its other provisions, the period of performance of this Agreement shall commence on **July 1, 2023** and be completed on **June 30, 2025**, unless terminated sooner as provided herein. Any work done outside of the period of performance shall be provided at no cost to DOH.

**FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA):** If checked above, this Agreement is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how federal funds are spent.

To comply with the act and be eligible to enter into this Agreement, your organization must have a Data Universal Numbering System (DUNS®) number. A DUNS® number provides a method to verify data about your organization. If you do not already have one, you may receive a DUNS® number free of charge by contacting Dun and Bradstreet at [www.dnb.com](http://www.dnb.com).

Information about your organization and this Agreement will be made available on [www.USASpending.gov](http://www.USASpending.gov) by DOH as required by P.L. 109-282. DOH’s form, Federal Funding Accountability and Transparency Act Data Collection Form, is considered part of this Agreement and must be completed and returned along with the Agreement.

**PAYMENT:** Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. The parties have estimated that the cost of accomplishing the work herein will not exceed **\$1,130,000.00** in accordance with Exhibit A, attached hereto and incorporated herein. Compensation includes but is not limited to all taxes, fees, surcharges, etc. Payment will not exceed this amount without a prior written amendment. DOH will authorize payment only upon satisfactory completion and acceptance of deliverables and for allowable costs as outlined in the statement of work and/or budget.

Source of Funds:

**Federal: \$-0-      State: \$1,130,000.00      Other: \$-0-      TOTAL: \$1,130,000.00**

Contractor agrees to comply with applicable rules and regulations associated with these funds.

**BILLING PROCEDURE:** Payment to the Contractor for approved and completed work will be made by warrant or account transfer by DOH within 30 days of receipt of the invoice. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 60 days after the expiration date or the end of the fiscal year, whichever is earlier.

**AGREEMENT ALTERATIONS AND AMENDMENTS:** This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

**ASSIGNMENT:** The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

**CONFIDENTIALITY/SAFEGUARDING OF INFORMATION:** The use or disclosure by any party of any information concerning a client obtained in providing service under this Agreement shall be subject to Chapter 42.56 RCW and Chapter 70.02 RCW, as well as any other applicable Federal and State statutes and regulations.

Any unauthorized access or use of confidential information must be reported to the DOH Chief Information Security Officer at [security@doh.wa.gov](mailto:security@doh.wa.gov). The notification must be made in the most expedient time possible (usually within one business day) and without unreasonable delay, consistent with the legitimate needs of law enforcement, or any measures necessary to determine the scope of the breach and restore the reasonable integrity of the data system.

**CONTRACT MANAGEMENT:** The contract manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this agreement.

The Contract Manager for DOH is:

Name: Bill Bernier  
Office: EPH/ODW  
Agency: Department of Health  
Address: 111 Israel Road  
City, State, Zip: Tumwater, WA 98501

The Contract Manager for the Contractor is:

Name: Rachel Neville  
Title: Contract Manager  
Agency: Green River College  
Address: 12401 SE 320th Street  
City, State, Zip: Auburn, WA 98092-3622

Phone: (360)236-3562

Phone: (253)288-3313

**DISPUTES:** In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

**GOVERNANCE:** This Agreement is entered into pursuant to and under the authority granted by the laws of the State of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- A. Federal statutes and regulations
- B. State statutes and regulations
- C. Agreement amendments
- D. The Agreement (in this order)
  1. Primary document (document that includes the signature page)
  2. Statement of Work (Exhibit A)

**INDEPENDENT CAPACITY:** The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

**PRIVACY:** Personal information collected, used or acquired in connection with this Agreement shall be used solely for the purposes of this Agreement. Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as provided by law. Contractor agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information.

DOH reserves the right to monitor, audit or investigate the use of personal information collected, used or acquired by the Contractor through this Agreement. The monitoring, auditing, or investigating may include but is not limited to "salting" by DOH. Contractor shall certify the return or destruction of all personal information upon expiration of this Agreement. Salting is the act of placing a record containing unique but false information in a database that can be used later to identify inappropriate disclosure of data contained in the database.

Any breach of this provision may result in termination of the Agreement and the demand for return of all personal information. The contractor agrees to indemnify and hold harmless DOH for any damages related to the Contractor's unauthorized use of personal information.

**RECORDS MAINTENANCE:** The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents,

and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

**RIGHTS IN DATA:** Unless otherwise provided, data, which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by DOH. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

**SECURITY OF INFORMATION** – Unless otherwise specifically authorized by the DOH Chief Information Security Officer, Contractor receiving confidential information under this contract assures that:

- Encryption is selected and applied using industry standard algorithms validated by the National Institute of Standards and Technology (NIST) Cryptographic Algorithm Validation Program against all information stored locally and off-site. Information must be encrypted both in-transit and at rest and applied in such a way that it renders data unusable to anyone but authorized personnel, and the confidential process, encryption key or other means to decipher the information is protected from unauthorized access.
- It is compliant with the applicable provisions of the Washington State Office of the Chief Information Officer (OCIO) policy 141, Securing Information Technology Assets, available at: <https://ocio.wa.gov/policy/securing-information-technology-assets>.
- It will provide DOH copies of its IT security policies, practices and procedures upon the request of the DOH Chief Information Security Officer.
- DOH may at any time conduct an audit of the Contractor's security practices and/or infrastructure to assure compliance with the security requirements of this contract.
- It has implemented physical, electronic and administrative safeguards that are consistent with OCIO security standard 141.10 and ISB IT guidelines to prevent unauthorized access, use, modification or disclosure of DOH Confidential Information in any form. This includes, but is not limited to, restricting access to specifically authorized individuals and services through the use of:
  - Documented access authorization and change control procedures;
  - Card key systems that restrict, monitor and log access;
  - Locked racks for the storage of servers that contain Confidential Information or use AES encryption (key lengths of 256 bits or greater) to protect confidential data at rest, standard algorithms validated by the National Institute of Standards and Technology (NIST) Cryptographic Algorithm Validation Program (CMVP);
  - Documented patch management practices that assure all network systems are running critical security updates within 6 days of release when the exploit is in the wild, and within 30 days of release for all others;
  - Documented anti-virus strategies that assure all systems are running the most current anti-virus signatures within 1 day of release;

- Complex passwords that are systematically enforced and password expiration not to exceed 120 days, dependent user authentication types as defined in OCIO security standards;
- Strong multi-factor authentication mechanisms that assure the identity of individuals who access Confidential Information;
- Account lock-out after 5 failed authentication attempts for a minimum of 15 minutes, or for Confidential Information, until administrator reset;
- AES encryption (using key lengths 128 bits or greater) session for all data transmissions, standard algorithms validated by NIST CMVP;
- Firewall rules and network address translation that isolate database servers from web servers and public networks;
- Regular review of firewall rules and configurations to assure compliance with authorization and change control procedures;
- Log management and intrusion detection/prevention systems;
- A documented and tested incident response plan

Any breach of this clause may result in termination of the contract and the demand for return of all personal information.

**SEVERABILITY:** If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

**SUBCONTRACTING:** Neither the Contractor, nor any subcontractors, shall enter into subcontracts for any of the work contemplated under this agreement without prior written approval of DOH. In no event shall the existence of the sub operate to release or reduce the liability of the Contractor to DOH for any breach in the performance of the contractor's duties. This clause does not include contracts of employment between the contractor and personnel assigned to work under this Agreement.

Additionally, the Contractor is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Agreement are carried forward to any subcontracts. Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of DOH or as provided by law.

If, at any time during the progress of the work, DOH determines in its sole judgment that any subcontractor is incompetent, DOH shall notify the Contractor, and the Contractor shall take immediate steps to terminate the subcontractor's involvement in the work. The rejection or approval by DOH of any subcontractor or the termination of a subcontractor shall not relieve the Contractor of any of its responsibilities under the Agreement, nor be the basis for additional charges to DOH.

**SUSPENSION OF PERFORMANCE AND RESUMPTION OF PERFORMANCE:** In the event contract funding from State, Federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion, DOH may give notice to Contractor to suspend performance as an alternative to termination. DOH may elect to give written notice to Contractor to suspend performance when DOH determines that there is a reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow performance to be resumed prior to the end date of this Agreement. Notice may include notice by facsimile or email to Contractor's representative. Contractor shall suspend performance on the date stated in the written notice to suspend. During the period of suspension of performance each party may inform the other of any conditions that may reasonably affect the potential for resumption of performance.

When DOH determines that the funding insufficiency is resolved, DOH may give Contractor written notice to resume performance and a proposed date to resume performance. Upon receipt of written notice to resume performance, Contractor will give written notice to DOH as to whether it can resume performance, and, if so, the date upon which it agrees to resume performance. If Contractor gives notice to DOH that it cannot resume performance, the parties agree that the Agreement will be terminated retroactive to the original date of termination. If the date Contractor gives notice it can resume performance is not acceptable to DOH, the parties agree to discuss an alternative acceptable date. If an alternative date is not acceptable to DOH, the parties agree that the Agreement will be terminated retroactive to the original date of termination.


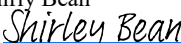
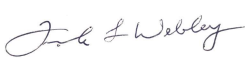
**TERMINATION:** Either party may terminate this Agreement upon 30 days prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

**TERMINATION FOR CAUSE:** If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

**WAIVER:** A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

**ALL WRITINGS CONTAINED HEREIN:** This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

**IN WITNESS WHEREOF,** the parties have executed this Agreement.

<p><b>CONTRACTOR SIGNATURE</b>          Title: Contract Manager          Name: Rachel Neville            Signature: <a href="#">Rachel Neville (Jun 28, 2023 16:16 PDT)</a></p>	<p><b>DATE</b>           Jun 28, 2023</p>
<p><b>CONTRACTOR SIGNATURE</b>          Title: Authorized College Representative          Name: Shirly Bean            Signature: <a href="#">Shirly Bean (Jun 28, 2023 16:47 PDT)</a></p>	<p><b>DATE</b>           06/28/2023</p>
<p><b>DOH CONTRACTING OFFICER SIGNATURE</b>   </p>	<p><b>DATE</b>           Jun 29, 2023</p>

**This contract has been approved as to form by the attorney general.**

**STATEMENT OF WORK**  
**DOH Contract Number HED28521-0**  
**WASHINGTON STATE COMMUNITY COLLEGE DISTRICT #10**  
**dba GREEN RIVER COLLEGE**

*Period of Performance: July 1, 2023 – June 30, 2025*

The contractor shall manage the Waterworks Operator Certification program on behalf of and within the criteria established by Department of Health (DOH). The activities listed are general categories and do not reflect the full scope of work for each task.

**Task 1: Certification Exam Application Processing**

The contractor will provide online waterworks certification application submission, review processing, and payment platform.

- Maintain an “operator certification on-line application and payment” platform to receive, process, and store applications for:
  - Certification exams (WDS, WDM, WTPO, CCS, and BAT classifications)
  - Temporary Certifications.
  - Reciprocity Certifications.
- Collect, deposit, and transfer application fees to DOH.
- Review certification exam applications for applicable education and experience requirements.
- Provide certification exam application approval (or denial) notification to applicants.
- Provide certification exam eligibility data to testing service.
- Respond to specific requests for application and rule information from certified operators, applicants, DOH and the public.

**Task 2: Certification Exam Coordination**

The contractor will coordinate all aspects of the certification examination process. This includes:

- Administer the practical (hands-on) Backflow Assembly Tester (BAT) examination.
- Process exam result data from testing service.
- Issue certifications or provide notification of examination failure to applicants.
- Evaluate and train Backflow Assembly Technical Experts.
- Collect and deposit BAT examination fees.
- Coordinate with DOH on matters related to appeals, compliance, and enforcement.
- Respond to specific requests for exam information from certified operators, applicants, DOH and the public.



**STATEMENT OF WORK**  
**DOH Contract Number HED28521-0**  
**WASHINGTON STATE COMMUNITY COLLEGE DISTRICT #10**  
**dba GREEN RIVER COLLEGE**

**Task 3: Certified Operator Professional Growth**

The contractor will establish and maintain professional growth records for the WDM, WDS, WTPO, CCS, and BAT classifications of certified waterworks operators. This includes:

- Establish and maintain a professional growth record for each certified waterworks operator.
- Distribute a professional growth notification to all new waterworks operators.
- Update each certified waterworks operator's professional growth transcript until the operator's professional growth requirement is met for the current reporting period.
- Distribute professional growth program information to certified waterworks operators.
- Provide professional growth status reminder notification to certified waterworks operators.
- Provide professional growth completion notification to certified waterworks operators and compliance data to DOH.
- Distribute inactivation notifications on behalf of DOH for failure to meet the professional growth requirement by the deadline date.
- Respond to specific requests for professional growth information from certified waterworks operators, trainers, and DOH.

**Task 4: Course Evaluation and Assignment of CEU**

The contractor will evaluate instructional programs and assign Continuing Education Units (CEU) within criteria and guidelines established by DOH. This includes:

- Develop, implement and distribute course, conference and distance education evaluation and CEU assignment procedures and forms.
- Respond to requests for course evaluation and CEU assignment.
- Maintain training evaluation and approval documentation.
- Submit reviews of curriculum relevancy through the Relevancy Committee and DOH as needed.
- Develop and distribute course expiration notifications to training sponsors.
- Respond to requests from training sponsors for information about course evaluation and CEU assignment procedures.

**Task 5: Certified Operator Annual Renewals**

The contractor will coordinate all aspects of certified operator annual renewals. This includes:

- Develop and distribute renewal notices based on eligibility status.
- Verify renewal status and update online validation cards.
- Collect, deposit, and transfer renewal fees to DOH.
- Report to DOH on renewal status of certified waterworks operators.

**STATEMENT OF WORK**  
**DOH Contract Number HED28521-0**  
**WASHINGTON STATE COMMUNITY COLLEGE DISTRICT #10**  
**dba GREEN RIVER COLLEGE**

- Distribute inactivation notifications on behalf of DOH to operators that fail to pay a renewal fee by the deadline date.
- Coordinate with DOH on matters related to appeals, compliance, and enforcement.

**Task 6: Online Certification Functions**

The contractor will maintain certification records and interface for each applicant and certified operator. This includes:

- Status report of all certified BATs by name and certification number.
- Portal for operators to check professional growth status and transcripts.
- Certified operator contact information change process.
- Exam application, certification renewal, and exam submittal, payment and verification platform.
- Online certification validation card and update classification data upon passed examination.
- Obtain authorization and maintain searchable “Contract Operator”, “Contract CCS”, and “Hire a BAT” lists.

**Task 7: Communications**

The contractor will meet and communicate with DOH, waterworks operators, and other certification and industry-related groups to share information regarding the waterworks certification program. This includes:

- Annual review meeting with DOH designee to discuss program status and interagency agreement.
- Coordinate with the DOH Compliance Team on appropriate water system staffing issues.
- Coordinate with the DOH Cross Connection Control Program on appropriate BAT issues.
- Oversee the ABC testing service contract.
- Participate in program-related meetings and conferences.
- Develop and deliver presentations to industry-related groups.
- Develop articles or other communication documents for DOH upon request.
- Develop and maintain an operator certification guidance manual.
- Initiate an annual data comparison of DOH and WCS waterworks operator contact records.

**Task 8: Deliverables**

The contractor will provide the DOH designee reports and data. This includes:

- Quarterly summary report of activities related to the tasks associated with this program within 30 days of the end of each calendar quarter.

**STATEMENT OF WORK  
DOH Contract Number HED28521-0  
WASHINGTON STATE COMMUNITY COLLEGE DISTRICT #10  
dba GREEN RIVER COLLEGE**

- Annual summary report of certification data from January 1<sup>st</sup> to December 31<sup>st</sup> within 30 days of the end of each year.
- Annual summary report of certification data from July 1<sup>st</sup> to June 30<sup>th</sup> within 30 days of the end of each reporting period.
- Ad hoc reports as requested.

**PAYMENT:**

DOH will provide payment to the contractor based on quarterly invoices for the deliverables described above.

**Total consideration for this contract not to exceed \$1,130,000.00 from July 1, 2023 – June 30, 2025.**

**2023 Upcoming Events, Meetings and Conferences**

<b>Meeting or Event</b>	<b>Date</b>	<b>Time</b>	<b>Place</b>
Board Meeting	7/20/2023	4:30pm	Board Room in ZC & Zoom
SUSI Farewell Banquet	7/27/2023	6:00pm	SU Grand Hall
Board Retreat	8/2/2023	9am - 4pm	Lake Wilderness Lodge, Grove Room (downstairs)
Board Meeting	8/17/2023	4:30pm	<i>Likely to be cancelled</i>
Opening Day	9/19/2023	8am - 4pm	SU Grand Hall
Board Meeting	9/21/2023	4:30pm	Board Room in ZC & Zoom
ACCT Leadership Congress	October 9-12, 2023	4 days	Las Vegas, Aria Resort and Casino
Board Meeting	10/19/2023	4:30pm	Board Room in ZC & Zoom
ACT Fall Conference	November 16-17, 2023	2 days	Hilton Seattle Airport & Conference Center, Seattle
Board Meeting	11/16/2023	4:30pm	Board Room in ZC & Zoom
Board Meeting	12/21/2023	4:30pm	Board Room in ZC & Zoom
ACCT Leadership Congress	October 23-26, 2024	4 days	Arch/WA State Convention Center
ACCT Leadership Congress	October 22-25, 2025	4 days	New Orleans, Marriott and Sheraton
ACCT Leadership Congress	October 21-24, 2026	4 days	Chicago, Hyatt Regency