



GARDEN CITY COMMUNITY COLLEGE

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October 1, 2012

Board of Trustees
Garden City Community College
801 Campus Drive
Garden City, KS 67846

Dear Trustees:

The GCCC Board of Trustees will meet in a special morning session on Thursday, Oct. 4, 2012. The meeting will be conducted in the Broncbuster Room of the Beth Tedrow Student Center, Garden City Community College campus

7:00 A.M. Special meeting to be called to order

AGENDA

I. CALL TO ORDER

II. CONSENT AGENDA

- | | |
|---|---------------|
| A. Approval of Broncbuster Bookstore Services Agreement | Action |
| B. Approval of 2012-2013 Negotiated Agreement | Action |

III. EXECUTIVE SESSION

IV. ADJOURNMENT

Dr. Herbert J. Swender, Sr.
President

Dr. Marilyn Douglass
Chairman

Mission: Garden City Community College exists to produce positive contributors to the economic and social well-being of society.
Five Ends: Essential Skills, Work Preparedness, Academic Advancement, Personal Enrichment, Workforce Development.

Purposes for Executive Sessions

- a. Personnel matters of non-elected personnel
- b. Consultation with the body's attorney
- c. Employer-employee negotiation
- d. Confidential data relating to financial affairs or trade secrets of corporations, partnerships, trusts, and individual proprietorship
- e. Matters affecting a student, patient, or resident of public institutions
- f. Preliminary discussions relating to acquisition of real property
- g. Security, if open discussion would jeopardize security

Agenda No: II-A

Date: October 4, 2012

Topic: Broncbuster Bookstore Services Agreement

Presenter: Dr. Herbert J. Swender

Background Information:

During the past 18 months the administration has reviewed options regarding management of the College Bookstore. Options considered are continue as is with Follett Higher Education Group, which has served GCCC since 1997 or consider contracting with an outside agency to provide partial services.

It is the recommendation of the administration to contract with an outside vendor to accommodate wholesale textbook purchasing, website support, and a complete point of sale system for sales on and off-campus.

An RFP was released requesting proposals for a self-operated bookstore which included wholesale textbook sales, a vendor supported website and a point of sale system. Five proposals were received and reviewed. Administration determined the proposal submitted by MBS Textbook Exchange, Inc. met the needs of students and is the vendor of choice.

MBS proposed a five year contract with wholesale textbook pricing, website support and training. The proposal also included a point of sale system with implementation.

Budget Information:

The \$24,023 base contract agreement includes hardware and software after a \$27,496 wholesale partnership discount. For the duration of the five year contract the colleges agrees to sell back wholesale books which are no longer needed by GCCC to MBS. The college agrees to a \$9,185 annual software and hardware maintenance support fee.

The bookstore will be set up as an auxiliary enterprise. Funds currently being received for scholarship books from BAA, Endowment, SGA and general fund will be utilized to purchase books and merchandise inventory as well as required equipment. The intent is to operate the bookstore as self-sustaining, revenue generating auxiliary enterprise.

Financial commitment: Year one 24,023+9,185= \$33,208 and \$9,185 thereafter for four years.

Recommended Board Action:

Authorize the administration to enter into a five year contact with MBS Textbook Exchange, Inc. for partial bookstore services.

Board Action Taken: **Approved** **Disapproved**
 Ayes **Nays** **No Action**

Board Member Notes:

Investment Summary

| Investment Component | Initial Investment |
|--------------------------------------|--------------------|
| HOSTED SOFTWARE | |
| Application Software | \$6,997 |
| inSite Hosted Software | \$5,999 |
| Subtotal | \$12,996 |
| MBS POS | |
| POS Hardware | \$13,605 |
| MBS Point-of-Sale Software | \$9,105 |
| Subtotal | \$22,710 |
| OTHER HARDWARE & SOFTWARE | |
| Mobile POS Hardware | \$4,516 |
| Mobile POS Software | \$5,395 |
| Subtotal | \$9,911 |
| DISCOUNTS | |
| MBS Wholesale Partnership Discount | (\$27,496) |
| SERVICES | |
| Installation / Implementation | \$2,902 |
| Training Services | \$3,000 |
| Subtotal | \$5,902 |
| Total System Investment | |
| | \$24,023 |

* Reference the Hardware and Software Book Partnership Discount Agreement.

* In lieu of the TA2, TA2 Hosted or TAonline Software Application License Fee, the bookstore is required to sell all wholesale textbooks from all major term/semester opening and closing buybacks at all Bookstore/Campus locations. As long as the store is utilizing the MBS TA2, TAonline or TA2 Hosted application, the applicable license agreement shall remain in effect.

* Rates do not include transportation, lodging, meals, and other reasonable travel related expenses which are to be paid by the customer.

* Above pricing does not include Sales Tax or shipping fee charges.

* F.O.B. Columbia, Missouri

* All prices are valid through 10/28/12.

Garden City CC

Schedule B: Software Support Charges

| Qty | Product Description | Annual Support Fee |
|---|---|--------------------|
| | MBS TAonline | In Books |
| | MBS Dashboard Reporting | \$210 |
| | MBS GMonline | \$520 |
| | MBS SFAonline | \$520 |
| | MBS SFA Batch Interface | \$840 |
| | MBS inSite | \$2,100 |
| | MBS Verba Software Inegration | In Books |
| | MBS EPS Annual Support Fee | \$1,500 |
| | MBS POS Annual Support Fee | \$1,500 |
| | MBS Tokenization Service with Paymetric | \$1,500 |
| | Mobile POS Support Fee | \$495 |
| Total Schedule B: Software Support Charges | | \$9,185 |

All Support Fees are annual amounts. The first 90 days from shipment are at no charge, then fees are prorated for the remainder of that calendar year. Support fees will then be billed on January 1 for each subsequent year. The POS Tokenization Annual fee is paid to Paymetric, Inc. and will be renewed, per the agreement, on the anniversary date of the execution of the contact.

Agenda No: II-B

Date: October 4, 2012

Topic: Negotiated Agreement for the School Year 2012-2013

Presenter: Dr. Herbert J. Swender

Background Information:

On September 21, 2012, GCCC Faculty approved the proposed negotiated agreement. Changes to the 2012-13 agreement are as follows:

Salary Schedule Regulations

- \$302.73 will be added to every line of the salary schedule
- All Professional Employees will move vertically one line on the salary schedule when possible
- Professional Employees who are not able to move vertically will receive a \$629.27 increase to their base for 2011-2012 and 2012-2013 years only
- Salary advancements are limited to one line for six hours of approved credit

Sick Leave

- Definition of immediate family member was added to the sick leave benefit.
- Sick leave bank was increased from 10 to 12 days per year.
- Five days of sick leave per year may be used as personal leave.

Health Insurance

- Employer contributions to health insurance will increase \$25.00 to \$425.00 per month beginning September 2012.

Early Retirement Program

- A minimum age requirement was added to the early retiree health benefit. Retirees must be at least 62 years of age before they can receive the early retiree group health care benefit, which allows them to stay on the college health plan and receive \$400 per month towards their health care premium. Exceptions are as follows:
 - Early retirees currently receiving the benefit
 - Employees who are currently eligible to retire may receive the benefit if they retire prior to July 1, 2015.
 - Employees with 20 years or more service to GCCC as of July 1, 2012.

Budget Information:

Proposed changes to the agreement are funded in the 2012-2013 General Fund and PTE Fund.

Recommended Board Action:

Board ratifies the 2012-2013 Negotiated Agreement as approved by faculty.

Board Action Taken: _____ Approved _____ Disapproved

_____ Ayes _____ Nays _____ No Action

Board Member Notes:

Negotiated Agreement

Approved by
The Board of Trustees of Garden City Community College
and
The Garden City Community College Higher Education Association

For the school year 2012-2013

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ARTICLE I : DEFINITIONS

- A. ADMINISTRATION Any employee so designated by the Board of Trustees as employed in an administrative capacity.
- B. ASSOCIATION The Garden City Community College Higher Education Association, affiliated with Kansas-National Education Association.
- C. BOARD The Board of Trustees of Garden City Community College, Finney County, Kansas.
- D. PRESIDENT President of Garden City Community College.
- E. COLLEGE Garden City Community College (Kan.)
- F. K-NEA Kansas-National Education Association
- G. NEA National Education Association
- H. PROFESSIONAL EMPLOYEE "Professional Employee", as defined by K.S.A. 72-5413 will hereinafter be referred to as "faculty" or "faculty member".
- I. BARGAINING UNIT The Bargaining Unit is defined as including full-time and part-time employees hired in an instructional capacity.
- J. FULL TIME INSTRUCTOR A professional employee whose contract is ten-tenths (10/10) of a base contract year.
- K. PART TIME INSTRUCTOR A Professional Employee whose contract is prorated from greater than 0.5 and less than 1.0 of base contract years and who has served more than six consecutive semesters. Part-time instructors are eligible for benefits provided under this agreement. Life insurance and contributions to a 403(b) plan will be paid at 100%. All other benefits will be pro-rated at the same percentage of the employee's contract.
- L. TEMPORARY INSTRUCTOR An employee not on continuing contract; hired only as needed and paid a flat rate per credit hour taught.
- M. SALARY SCHEDULE A matrix, consisting of various levels and ranges, used to facilitate initial salary placement of new instructors as well as guide the advancement of existing faculty. The values in the salary schedule will represent a generic 172-day contract.

N. CONTRACT YEAR

The contract year for most instructors, other than those designated as Part Time, is composed of one hundred seventy two (172) days. At least two (2) days will be set aside for in-service. If a program includes classes only offered in the summer semester and the program instructor(s) are expected to teach; their annual FLC is 38 and their contract year will be:

| <u>Designated Program</u> | <u>Contract Days</u> |
|---------------------------|----------------------|
| Ammonia Refrigeration | 222* |
| Welding | 222 |
| Paramedic | 222 |

The following programs include administrative assignments with a base teaching load of 33 FLC per year:

| | |
|-------------------|-----|
| John Deere | 222 |
| Practical Nursing | 212 |

Administrative Assignment (not subject to 38 annual FLC):

| | |
|-------------------|-----|
| Division Director | 182 |
| RN | 192 |

Days over 172 will be paid as indicated in Article III, Section B.

*Any Ammonia Refrigeration instructor hired after 1-1-10 will be on a 172-day contract.

O. IN-SERVICE DAY

An in-service day is recognized as part of the Professional Employee's contracted days of work during which no classes are conducted. Garden City Community College employees will come together on these days to participate in college-directed activities.

P. DIVISION WORKDAY

A division workday is recognized as part of the Professional Employee's contracted days of work during which no classes are conducted. Each division will determine the agenda for division workdays, which may include a Professional Employee's workday at the discretion of the division director.

Q. FACULTY WORKDAY

A workday is recognized as part of the faculty member's contracted days of work during which no classes are conducted. The work tasks accomplished will be at the discretion of each faculty member. Faculty will be available to students for advising.

R. FACULTY LOAD CREDIT

Faculty Load Credit (FLC) will be used to calculate faculty load each semester. Each class will be given an FLC rating based on the number of contact hours and credit hours. FLC will be used in determining an instructor's base load, overload, summer pay over base contract load, or any contracted supplemental work.

S. STUDENT HEAD COUNT

Student Head Count (SHC) will only be calculated for those courses with an FLC equal to one per credit hour. The intent of this calculation is to compensate instructors for accommodating student needs; it is not intended to encourage individual recruitment to the detriment of other instructors.

T. MAXIMUM STUDENT ENROLLMENT

The number of students placed in a class that protects the integrity of the classroom, the needs of the student and the workload of the instructor. Maximum student enrollment for SHC calculation will be based on the calculation in Article V, Section A, #5.

- U. FACULTY AND DEPARTMENTAL EXPECTATIONS While every discipline has its own job expectations that are specific to the discipline, the expectations of every faculty member is to work with his/her department to meet the Departmental Teaching, Leadership and Service Expectations. See Appendix A for Faculty Job Expectations document.
- V. FAIR MARKET VALUE A percentage value added to normal base salary. Should the Administration/Board decide that is necessary to establish a salary greater than that determined by the salary schedule, then a percentage value will be applied to the salary that will result in the new salary. The President will determine fair market value by researching industry wages and regional wages for similar positions.
- For advancement purposes, the employee will be deemed to have been placed on the salary schedule using the guidelines established in this contract. The Fair Market Value factor will be applied as described in this agreement.
- W. COURSE APPROVAL The Curriculum Committee, made of up of a majority of faculty, along with the appropriate instructional deans will meet to discuss any additions, deletions or changes in credit programs and classes by following the Course Approval procedure.
- X. OVERLOAD For faculty working less than a 212-day contract year, any overload consists of any FLC exceeding 30 per academic year. For faculty working on a contract year of at least 212 days, overload consists of any FLC exceeding the designated amount as outlined in Article I. Section N. Instructors may request overload to be calculated by either the semester or annually.

ARTICLE II - GENERAL PROVISIONS

Section A. Savings Clause

In the event any provision of this Agreement is finally ruled invalid under any appropriate State or Federal law or regulation, the balance of the Agreement not affected by such ruling shall remain in full force and effect. The Board shall have the right to determine and implement necessary provisions to correct such invalidity and the same shall be subject to negotiation upon request the following February 1.

Section B. Retained Rights

The Board shall operate and manage the College. It is understood that the rights of the Professional Employees are set forth throughout the balance of this Agreement. Such rights shall not be abridged by this Retained Rights clause. However, subject only to the express limitations set forth elsewhere in this Agreement, the Board shall continue to hire, transfer, promote and demote employees; to discipline, reprimand, suspend or discharge employees for just cause; to lay off and recall employees; to determine workload, office hours, qualifications for advancement, assignment of work; to select Professional Employees (including Division Directors and appropriate dean following the review of recommendations, if any, from concerned faculty); to conduct administrative evaluation of employees; to extend contracts; to determine the number of employees to be used in any classification or activity; to prepare, enter into and execute employment contracts between any Professional Employee and the Board which shall include by reference this Agreement; to determine the period, curriculum and content of any school term or course; to establish or modify rules, regulations and practices, but which shall not set aside other terms of this Agreement; to grant sabbatical leaves on such terms and to such persons as the Board may from time to time determine necessary or desirable; to close down or move the College or any part thereof or to curtail operations; to establish new departments or operations and to discontinue existing departments or operations, in whole or in part; to purchase or acquire and to sell or dispose of any assets; to control, maintain and regulate the use of buildings, equipment and other property of the College; to introduce new or improved methods or equipment; to subcontract work as the Board deems necessary or desirable; to determine the number and location of operations, services and courses; and otherwise, generally to manage the College and direct the employees. The above rights are not all inclusive but enumerate by way of illustration the type of rights which belong to the Board. All other rights, powers or authority which the Board had prior to the signing of this Agreement are retained by it, except those which have been specifically abridged, delegated or modified by this Agreement. It is understood that nothing in this Agreement shall restrict or modify the rights and duties of the Board as provided by law.

Section C. Academic Freedom

The Board and the Association agree that academic freedom is essential to the fulfillment of the purposes of the college. They acknowledge the fundamental need to protect from any censorship or restraint the status of Professional Employees, which might interfere with their obligation to pursue truth in performance of their functions.

ARTICLE III - SALARIES AND WAGES

Section A. Salary Schedule Regulations

- 1) Minimum Qualifications for Initial Placement on the Salary Schedule.
 - a) Degreed and Non-degreed Personnel Initial Placement - The Administration will determine the amount of teaching experience and academic qualification of New Professional Employees to be acknowledged for placement on the salary schedule. The President, with approval of the Board, shall determine the initial step on which each new Professional Employee will be placed on the salary schedule. Once a new Professional Employee has been placed on the salary schedule, he/she shall meet the same requirements and shall advance on the salary schedule with other Professional Employees.
 1. The criteria used to determine initial placement can be found in Appendix B.
- 2) Credit for Attendance at Approved Workshops/Seminars - Professional Employees may request that attendance at approved workshops/seminars be considered for advancement on the salary schedule. Credit for these approved workshops/seminars may be treated as credit for salary schedule advancement purposes. The following provisions will govern all requests:
 - a) The proper application form must be completed and submitted to the Division Director, Dean and President at least ten (10) days in advance of the workshop/seminar.
 - b) If the credit is to be granted for attendance at an approved workshop/seminar, approval must be given by the President or his/her designee in advance of the employee's attendance at said workshop/seminar.
 - c) Credit for approved workshop/seminar attendance will be considered on the basis of clock hours. Fifteen (15) clock hours of attendance will be considered as the equivalent of one credit hour.
 - d) Clock hours will be accumulative with thirty (30) equivalent credit hours earned through non-credit workshop/seminar attendance allowed toward any of the thirty (30) credit hours necessary to advance horizontally from one level on the salary schedule to the next.
 - e) Only those workshops/seminars, which relate to the employee's teaching field or at the request of the college, will be considered for approval.
 - f) Verification of attendance must be presented to receive credit.
- 3) Should a Fair Market Value Factor be applied to hire a new instructor, the president of HEA shall be informed, and the salaries of current instructors in the department shall be reviewed using the same criteria. If that review results in an increase in the current instructor's salary, that instructor shall be placed accordingly, both in terms of salary schedule placement and Fair Market Value factor.
- 4) See Appendix D for Salary Schedule.
- 5) Special Provision.

For 2012-2013:

 - a) \$302.73 will be added to every line of the salary schedule.
 - b) All Professional Employees will move vertically one (1) line on the salary schedule, when possible.
 - c) Professional Employees who are not able to move vertically for the 2011-2012 contract will receive a one-time increase of \$1,258.54 to their base salary for the 2012-2013 year only.
 - d) Professional Employees who are not able to move vertically for the 2012-2013 contract will receive a one-time increase of \$629.27 to their base salary for 2012-2013 year only.
 - e) Salary advancements:
 - 1) Salary advancements for approved credit or professional development allow eligible employees to apply to move one (1) line for six (6) hours of approved

credit or professional development and are limited to a total of one (1) vertical line for the year. Any unused approved credit or professional development can be carried forward to be used during a future year.

Section B. Salary Schedule-Contracts longer than 172 days

For those instructors having a contract greater than 172 days, the days in excess of 172 will be paid from the salary schedule, including any Fair Market Value (FMV) factor per day. The daily rate is calculated as follows. Daily Rate = (Salary Schedule * FMV) / 172.

Section C. Supplemental Pay Schedule

Conditions that govern the supplemental pay schedules are as follows:

1. The College retains the right to add new supplemental assignments. The President of the Association will be consulted before the addition.
2. To be eligible for the following supplemental assignments a faculty member must be teaching at least 12 Faculty Load Credits per semester. Supplemental assignments may require work outside the base contract.

| Activity | Annual FLC |
|--|------------|
| Head Athletic Coach | 21 FLC |
| Division Director | 12 FLC |
| Gallery Director | 7 FLC |
| Head Coach/Sponsor – Competition Team & Honor Society (CJ, Academic Challenge, Forensic, Meats, PTK) | 7 FLC |
| Assistant Coach/Sponsor – Competition Team & Honor Society (CJ, Academic Challenge, Forensics, Meats & PTK) | 4 FLC |
| Head Sponsor (SIFE/DECA/BPA) | 3 FLC |
| Mentor (per mentorship, per semester) | 1 FLC |
| IG Core Chair, Vice-Chair, Recorder | 2 FLC |
| IG Committee Chair | 1 FLC |
| AQIP Project Chair | 1 FLC |
| Faculty Senate President | 6 FLC |
| Program Leader – Technical Division (per instructor) | 1 FLC |
| Leadership Academy Coordinator(s) | 1 FLC |
| Carpe Verbum | 3 FLC |
| Science Olympiad | 1 FLC |
| Pep Band | 4 FLC |
| Pianist for Fine Arts | 2 FLC |
| Drama Director for Musical Production | 6 FLC |
| Pit Director for Musical Production | 3 FLC |
| Pianist/Organist for Musical Production | 3 FLC |
| Vocal Director for Musical Production | 2 FLC |
| Choreographer for Musical Production | 1 FLC |
| Jazz Festival | 1 FLC |
| Piano Festival | 1 FLC |

3. The following FLC are in addition to the course FLC for the instructor of record:

| Course FLC | FLC |
|------------------------------|---------|
| CHEM206 Organic Chemistry I | .70 FLC |
| CHEM207 Organic Chemistry II | .70 FLC |

| | |
|--|----------|
| DRAM144 Tech Theater I | 2 FLC |
| ENGL090 Basic English | .75 FLC |
| ENGL091 Intermediate English | .75 FLC |
| ENGL101 English I | .75 FLC |
| ENGL102 English II | .75 FLC |
| JRNL111 Magazine | 4 FLC |
| JRNL113 Newspaper | 4 FLC |
| JRNL118 TV Production I | 4 FLC |
| JRNL119 TV Production II | 4 FLC |
| JRNL120 Radio Production I | 4 FLC |
| LITR240 Creative Writing | .75 FLC |
| LITR242 Advanced Creative Writing | .75 FLC |
| MATH107R Intermediate Algebra w/Review | .67 FLC |
| MUSC120 Band I | 2 FLC |
| MUSC124 Jazz Ensemble | 2 FLC |
| MUSC128 Beg. String Orchestra | 2 FLC |
| MUSC130 Choir I | 2 FLC |
| MUSC130 Accompanist | 2.51 FLC |
| MUSC132 Vocal Ensemble | 2 FLC |
| MUSC132 Accompanist | 2.09 FLC |

Section D. Overload Pay

Overload will be paid at the rate of \$550 per FLC over the instructor's base contract FLC requirement.

Section E. Summer School Classes

Summer Salary Schedule

| Level | One | Two | Three | Four | Five |
|-------|-------|-------|-------|-------|-------|
| | \$570 | \$675 | \$750 | \$850 | \$950 |

The amount above will be paid per FLC, unless summer classes are needed to meet the base contract.

Section F. ITV Classes/Polycom Classes

Instructors will be paid an additional 0.136 FLC per credit hour when teaching classes over the interactive television system or via Polycom.

Section G. Pay for Activity Responsibility

Pay of \$15 per each separately completed intercollegiate athletic event (game, match, meet or tournament session) will be paid to those who assist with athletic activities assigned by the athletic director.

Professional employees will receive first consideration for these assignments if accepted within a reasonable period of time.

Section H. Professional Growth

Upon approval by the President, or his/her designee, any Professional Employee attending professional meetings, shall receive actual expenses of transportation, lodging, meals, and registration fees in accordance with school policy. In the event College provided transportation is not available, the Professional Employee upon approval by the President, or his/her designee, shall receive expenses for use of a personal vehicle at a mileage rate not less than that paid by the State of Kansas to its employees. Exception: This section does not apply to attendance at meetings conducted by the State Teachers' Convention of the Kansas National Education Association.

Section I. Tuition Waiver

Full-time Professional Employees, their dependent children, and their wives/husbands, have the privilege of attending credit courses at Garden City Community College on a tuition free basis if they meet the requirements for admission, but they will have the obligation to pay all required college fees. To be eligible for tuition waiver, the classes must be taken for credit (including pass/fail option.) "Dependent children" shall be defined as children (of a full-time Professional Employee) who are 21 years of age or younger or who are eligible to be reported as a dependent of the Professional Employee for tax purposes.

Section J. Pay For Workshops and Seminars

College instructors who handle workshops/seminar under the non-credit with credit option or solely for non-credit in addition to their normal base load must declare in advance of offering the workshop/seminar that they desire to be paid \$30 per contact hour (hours in the formal workshop/seminar presentation with all participants present) or that they desire to be paid 85 percent from participant fees after direct costs have been deducted. Direct costs include, but are not limited to, the following: tuition and fees, meals/refreshments, textbooks, sales tax; usable materials; printing; advertising, & postage; transportation/mileage; custodial, secretarial, & security services as utilized; technician fees. The employer's share of employment taxes will be considered a direct cost if the workshop is offered solely for non-credit. For workshops and seminars that include both credit and non-credit enrollments, the employer's share of payroll taxes will be prorated accordingly.

Section K. Direct Deposit Regular Monthly Payroll

A Professional Employee shall receive payment by the end of the month. The direct deposit is deposited at a financial institution selected by the individual. Payment is usually on the 25th of each month. Should the 25th of the month fall on a Saturday or a Sunday, or any other legal holiday, the payment will usually be made on the last full working day of the college, immediately preceding the 25th. The final check received by the Professional Employee who will no longer be employed by the college may be by manual check. Statements of earnings are provided the Professional Employees on payday.

Section L. College Activities Pass

All Professional Employees will receive a pass for each family member good for all College sponsored activities.

Section M. Wellness Facilities

All Professional Employees will have access to wellness facilities at the college including Super Circuit. Use of the facility during normal work hours will be with the permission of the division director or the appropriate dean. Access to Super Circuit will require that employees complete a pre- and post-assessment each semester of participation.

Section N. Internet Instruction for Non-EduKan Courses

1. Development Fee for Non-EduKan Courses. An instructor who receives approval from the appropriate Dean for Internet course delivery will receive a one-time first-time development fee of 1.09 FLC per credit hour upon successful implementation of the course.
2. Course Delivery. Beginning January 2009, an instructor who teaches an Internet course as part of the regular workload will receive an additional 0.136 FLC per credit hour and flex-time equivalent to one hour per semester credit hour per week.
3. Conditions. One-third of the development fee will be payable upon approval of the course. The remaining two-thirds of the development fee will be paid upon completion of course development.

Section O. Advancement on Salary Schedule

Faculty advancement on the salary schedule for a year of service is not automatic. Professional Employees requesting vertical or horizontal advancement due to approved credit or professional development must submit application according to College procedure.

Vertical Advancement

For the provisions governing vertical advancement for the 2012-13 year, see Article III, Section A. (5) of this Agreement.

Horizontal Advancement

1. Once the qualifications for the next level on the salary schedule have been met, the faculty member will be eligible to apply to move to that level.
2. Horizontal advancement will be to the next greater salary amount at the next level. Approved credit or professional development must be applied to vertical advancement before advancing to the next horizontal level. Advancement for approved credit or professional development, whether vertical or horizontal, is limited to one (1) step for the 2012-13 year.

Any approved, unfunded vertical or horizontal steps may be carried forward until funding becomes available. When funding becomes available, oldest unfunded requests will be funded first.

ARTICLE IV - HOURS OF WORK

Section A. Academic Year Contract

The academic year is defined under Article I. At least two (2) days will be set aside for professional staff development. The calendar shall include the following holidays and the minimum number of days as indicated for each holiday.

| | |
|-----------------------|-------------|
| Labor Day | 1 weekday |
| Fall Break..... | 1 weekday |
| Thanksgiving..... | 3 weekdays |
| Winter Break | 15 weekdays |
| Presidents' Day | 1 weekday |
| Spring Break | 5 weekdays |
| Easter Break | 2 weekdays |

Some Professional Employees shall be contracted to work over the 172-day contract. The contract will state how many days the Professional Employee will work, along with the duties to be performed (including teaching), the length of the work year, and the yearly compensation.

Section B. Overload Classes

Overload classes are those classes that are in addition to regular teaching assignments.

Overload teaching by full-time Professional Employees during the regular school year shall be limited to a maximum of six (6) FLC per semester, or two (2) classes totaling six (6) FLC or less per semester, unless otherwise recommended by the Administration and with mutual consent of the Professional Employee involved. It is not intended that overload classes diminish the teaching effectiveness of the instructor.

Section C. College Classes During College Workday

Professional Employees may take College classes during the College workday with the permission of the division director or appropriate dean.

ARTICLE V - FACULTY LOAD

Section A. Professional Workload

1) FLC Formula

FLC will be calculated as follows for current and proposed courses:

For courses with semester Contact Hours LESS THAN 30 per Credit Hour

$$0.67 * Cr Hr + .33 * (Contact Hr / 15)$$

For courses with semester Contact Hours GREATER THAN or EQUAL TO 30 per Credit Hour

$$(Contact Hour * 0.67) / 15$$

- 2) 30 FLC hours shall be considered a normal load for 172 day full time Professional Employees, divided between the Fall and Spring semesters at 15 FLC each. The 15 FLC expected in each semester may be adjusted by the appropriate dean for programs in which Course Credit Hours are limited by outside agencies. Employees with base contracts greater than 172 days may require more than 30 FLC per year.

The following positions will have the FLC as indicated below and are not eligible for SHC:

| | |
|---|--------|
| Cosmetology Instructor..... | 50 FLC |
| Coordinator/Instructor Finnup Lab | 30 FLC |
| Director of Super Circuit | 30 FLC |

- 3) Preparations - In addition to the FLC stipulation for the professional workload, a Professional Employee normally should have no more than 4 different academic preparations per semester and shall have no more than 4 different academic preparations if 3 or more of the preparations require accompanying laboratories in addition to the regularly scheduled times for recitation. Any courses taught concurrently will be counted as one preparation. If this guideline is exceeded, the instructor will receive 1 FLC of overload per academic preparation over 4 (excluding overloads). Administration determines which courses comprise the base contract workload.
- 4) Administrative assignments are calculated at 0.5 FLC per 15 contact hours.
- 5) Student Headcount Credit will be computed using the following process:
1. For this calculation, a maximum class size of 25 students is used (maximum student load per instructor is 125 students in five classes)
 2. Subtract 125 from the total number of students in all base contract classes as of the 20th day (certification).
 3. Take that difference and divide by 25 (maximum number of students per class)
 4. Multiply that factor by the overload rate
 5. The result will be the additional compensation for SHC
- 6) Overload - In the event a Professional Employee, on a 172-day contract, has an adjusted professional workload exceeding 15 FLC during a semester or 30 FLC per year, the Professional Employee shall qualify for overload pay. In order that effectiveness of teaching not be sacrificed, the assigned overload will not be excessive. Should an overload be necessary, the assignment will be made by the appropriate Dean only after consultation with the Division Director and the Professional Employee involved. Overload pay shall be determined each semester and paid at the end of each semester or in equal monthly installments unless instructors request that their loads be

adjusted on a contract year basis; in that case, overload pay will be determined and paid only at the end of the spring semester.

- 7) In the event the workload of a Professional Employee does not meet the minimum FLC for a fall or spring semester as defined in paragraph 1, the Professional Employee may be assigned other classes and/or other duties. When this becomes necessary, the assignment will be made by the appropriate Dean after consultation with the Division Director and Professional Employee involved. Immediately after the assignment is made, the Professional Employee shall submit in writing a proposed work schedule, to be approved by the Division Director and appropriate Dean. The proposed schedule can be adjusted by the Division Director and appropriate Dean if necessary. A Professional Employee assigned an off campus class shall be compensated for use of personal vehicle to and from said class at a mileage rate not less than that paid by State of Kansas to its employees.
- 8) A student assistant may be requested by the Professional Employee should the workload exceed 18 FLC per semester. The student assistant must meet the requirements established by the Professional Employee. The actual assignment of a student assistant shall be subject to administrative approval.
- 9) In all departments the maximum class size shall be decided for each individual course by the appropriate Dean after conferring with the Division Director and the Professional Employee. Every effort shall be made to keep the class size at the recommended maximum. No new sections of a class or subject area will be opened at enrollment time as long as it appears that scheduled sections of the same course or subject areas are still open.

Section B. Load Credit - Workshops and Seminars

A full-time college instructor may use a non-credit workshop/seminar for load credit, if approved in advance by the appropriate Dean and the President, only if said instructor's teaching load has not made during the semester in question. If an instructor uses a non-credit workshop/seminar for approved load credit, he/she shall not receive pay for the participation/enrollment/tuition charges paid by participants. Load credit for full-time college instructors will be computed on the basis of one (1) hour of load credit for fifteen (15) hours of contact in presenting a particular workshop/seminar to all participants enrolled in the workshop/seminar. The appropriate FLC factor will be established and entered as that Professional Employee's load.

ARTICLE VI - FACULTY EVALUATION

Section A. Non-Probationary Employee

All full-time instructors will be evaluated on a three-year rotation through the use of the following instruments: a classroom visitation, a self-evaluation, a peer exchange, an advising evaluation and an administrative evaluation. In addition, each full-time instructor will conduct a student evaluation each semester. Guideline for the implementation and administration of these evaluations are as follows:

1) Student Evaluations

Each semester, every instructor will conduct an in-class student evaluation either by pencil/paper or by taking the students to a computer lab to complete the student evaluation on-line. Instructors will also announce to all students the availability of the on-line evaluation in all of their classes along with step-by-step instructions on how to access the evaluation. Student evaluations will be sent to the appropriate dean who will then distribute them back to the respective instructor, and division director or program leader. Student evaluations will be provided to the faculty member in a timely manner, but no later than February 1 for the previous fall semester evaluation and July 1 for the previous spring semester evaluation.

2) Three-year rotation schedule

- a. Classroom Visitation—The appropriate dean will contact the faculty member to schedule a class visitation. At the scheduled visitation, the appropriate dean will observe the faculty member. After the visitation, the dean will meet with the faculty member to review the classroom visitation evaluation. Two copies of the evaluation shall be signed by the dean and the faculty member with one copy being retained by the faculty member and the other copy being submitted to the Human Resources Office to be placed in the faculty member's file. The instructor may attach comments to the evaluation and those comments will be included with the evaluation in the employee's permanent file. The comments must be submitted to the appropriate dean within 10 working days of the review of the visitation evaluation.
- b. Self-Evaluation—The self-evaluation will be completed as a part of the administrative evaluation. The self-evaluation shall include but not be limited to the review of teaching load, college-related responsibilities, professional activities, community service and activities. The self-evaluation will be submitted to the appropriate dean for review. The evaluation will then be signed by the dean. Once signed, the evaluation will be submitted along with the administrative evaluation to the Human Resources department for inclusion in the faculty member's file.
- c. Advising Evaluation— The Dean of Student Services will conduct the advising evaluation. A final copy of this evaluation will be placed in the instructor's personnel file along with the administrative and self-evaluations.
- d. Peer Observations- As a corollary to the evaluation processes, peer observations will be organized and conducted under the guidelines of the Faculty Senate. Faculty members will collaborate with one instructor from outside their content area. Each instructor will schedule a class visit and will write an observation of the host instructor's class from that visit. The instructors will then meet to collaborate and discuss the written observation. The peer observation will not be included in the host instructor's personnel file unless that instructor requests that it be added to his or her file.

- e. Administrative Evaluation—The administrative evaluation will be conducted and written by the appropriate dean in conjunction with program leaders and division directors. The administrative evaluation will include overview of the classroom evaluation, advising evaluation, self-evaluation and peer exchange (if requested by instructor). The administrative evaluation will be reviewed with the faculty member by the dean and division director. The administrative evaluation will then be filed in the faculty member's file in Human Resources.
- f. All faculty evaluative forms are subject to review or revision by the Advising Committee or Curriculum Committee upon written request by the HEA President or the appropriate dean.

Section B. Probationary Employees

During each year that a Professional Employee is on probationary (non-tenured) status, the Professional Employee will be evaluated by the appropriate Division Director and appropriate Deans. Such evaluation shall be discussed by the Division Director, appropriate Deans, and the Professional Employee on probation. The evaluation report will be signed by the Division Director, the appropriate Deans, and the Professional Employee.

ARTICLE VII - LEAVES

Section A. Sick Leave

Each Professional Employee shall receive twelve (12) days of sick leave, with pay, each year. Sick leave may be used for the illness or injury of the Professional Employee, or the Professional Employee's immediate family. Immediate family member is defined as spouse, parent, spouse's parent, child, grandparent, grandchild, sibling or any individual residing in the employee's home. For extended leave under the Family Medical Leave Act (FMLA), the FMLA's definition will apply. Sick leave may be accumulated to a total of ninety (90) days. In the event a Professional Employee suffers an extended illness, injury or disability, the President may extend sick leave days.

Retiring Professional Employees, in good standing, with at least fifty (50) days of accumulated sick leave, shall be paid for ten (10) days of accumulated sick leave, at Fifty Dollars (\$50) per day.

Section B. Workers Compensation

Persons injured on the job must file Workers' Compensation Forms with the Human Resources Office, and if an examination is required, the examination must be made by a doctor designated by the college administration. The college will participate in workers' compensation as required by current statute. The combined workers' compensation benefits and salary received under allowed sick leave, or other available leave, shall not exceed one full day's pay.

All employees of the college shall be covered by workers' compensation. Workers' compensation coverage is provided for all employees regardless of assignment, length of assignment, and/or hours worked per day. Benefits are for personal injury from accident or industrial diseases arising out of and in the course of employment with the college. The workers' compensation plan will provide coverage for medical expenses and wages to the extent required by statute to those employees who qualify; however, the amount of workers' compensation benefits and sick leave benefits shall not exceed a regular daily rate of pay. An employee on workers' compensation may use sick leave as a supplement in order to receive one full day's pay. The employee will be charged for one full or partial day of sick leave, as provided for in the sick leave policy of the negotiated agreement, for each day of absence until the employee's sick leave is exhausted. Any employee who is off work and drawing workers' compensation shall be required to provide the college with a written doctor's release before the employee is allowed to return to work. In addition, should the employee be released to return to work by a doctor and fail to do so, all benefits under sick leave shall be ended and those benefits under workers' compensation shall be restricted as provided by current statute.

Section C. Bereavement

In case of bereavement, the number of days of leave will be those deemed necessary as determined by the President or, in his/her absence, the President's designee.

Section D. Leave of Absence With Pay

Employees may use five (5) days of annual sick leave for personal leave each contract year, for any reason deemed appropriate by the Professional Employee. A request for personal leave shall be submitted, in writing, to the Professional Employee's Dean, at least five (5) days prior to the intended leave, unless impracticable due to an emergency. Personal leave days shall not accumulate or carry over from year to year.

Professional Employees required to fulfill military service obligations shall be granted benefits provided under the Federal Government Universal Military Training and Service Act and its subsequent amendments.

Section E. Leave of Absence Without Pay

1. A leave of absence shall be available to all Professional Employees upon completion of probationary status. A Professional Employee may be granted leave without pay for personal reasons. In the event of a long-term absence, such leave shall be conditioned upon determination by the President and Board that a suitable replacement has been hired.
2. Any Professional Employee granted a leave will be returned to a position on the College staff within the division served by the employee at the time the leave was granted. The employee will sign a contract for the ensuing academic year at the same time as other faculty members, or the right to return will be forfeited.
3. The personnel hired to fill the position of the Professional Employee granted leave of absence without pay shall, unless otherwise agreed in writing between the Board and said replacement, be on probationary status with the College, and shall not be guaranteed a permanent position on the College staff. The replacement personnel will not receive contract renewal unless through independent determination by the Board following the first year's service.
4. The final terms and conditions of the leave of absence granted to any Professional Employee shall be governed exclusively by mutual agreement of the Board and the Professional Employee, with the written agreement reflecting terms and conditions of the leave of absence without pay. The written agreement will be signed by both the Board Chairman and the Professional Employee.

Section F. Medical (Including Maternity) Leave

A medical leave of absence with sick leave benefits while applicable to the leave and thereafter without pay may be granted upon written request for a reasonable period of time (not to exceed the then current school year or the next succeeding school year if the Professional Employee has signed a contract for said school year) to any Professional Employee who because of illness, accident, or other medical reason (including childbearing by the Professional Employee), is physically unable to perform normal teaching assignments, provided the employee intends to return to work at the end of the leave. Such leave will be granted only after approval by the President and the Board. For the purposes of such leave, "physical inability to perform the normal teaching assignments" shall be shown by medical certification from the employee's physician and, at the Board's option, from the Board's physician.

Many of the specific terms of medical leave involving childbearing of the Professional Employee shall be negotiated by the individual employee and the President. Such negotiations shall be subject to the approval of the Board.

Section G. Paid Sabbatical Leave

The Board may grant sabbatical leave for any activity, which, in its judgment, will contribute to the personal and professional growth of the applicant as well as enhance the ability of the institution to perform its stated mission and goals. Sabbatical leave may be granted in accordance with the following provisions:

1. Eligibility for Paid Sabbatical Leave -
Faculty members shall be eligible for two semesters of sabbatical leave after six years of full-time continuous service. Those eligible must submit an application for sabbatical leave to the sabbatical leave committee according to dates established in Part 3 of this Section - Application Process. Sabbatical leave is not cumulative. In other words a faculty member with 12 years of service is not eligible for two consecutive sabbatical leaves. Any faculty member taking sabbatical leave for any duration will not be eligible for consideration for another sabbatical leave for six years following completion of the current sabbatical leave.

2. Considerations in the granting of Paid Sabbatical Leave -

The Board reserves the right to deny any or all applications for sabbatical leave.

The Sabbatical Screening (or Professional Development) Committee will review and recommend applications to the Board. Potential value to the institution and seniority in service shall be given greatest weight in the selection process.

In general, Sabbatical Leaves will be considered for a faculty member to pursue an approved degree program or other appropriate study, to do research and/or publication, to pursue appropriate post-doctoral work, to travel in areas related to the faculty member's teaching assignments, or to participate in approved work experience.

3. Application Process -

Applications for sabbatical leave for the full academic year or for the fall semester of an academic year shall be submitted by the preceding October 1st and applications for leave for the spring semester of an academic year shall be submitted by the preceding February 1st. Applications shall be in writing and submitted through the appropriate dean to the Faculty Senate. A copy of the application shall be submitted to the President. The Faculty Senate shall establish a Sabbatical Screening Committee. The applications will be forwarded to the Sabbatical Screening Committee composed of six members, three faculty members elected by the faculty senate, the designee of the President, and the appropriate Deans. The division chairperson(s) of each applicant will be ex-officio members of the committee. The committee shall elect a chairperson.

Within thirty (30) days after close of dates for receipt of application(s) for sabbatical leave, the sabbatical screening committee shall approve or disapprove the same. An application(s) approved by the sabbatical screening committee shall be submitted to the President of the college for presentation to the Board. The Board shall act upon requests for sabbatical leave at its meeting held immediately following approval of request(s) by the sabbatical screening committee and shall promptly notify the faculty member(s) of approval or disapproval. The faculty member(s) shall have thirty (30) days after board approval to make a final commitment in writing to the President, appropriate dean and division chairperson for sabbatical leave. If the faculty member(s) fail to accept or rejects sabbatical leave in writing to the proper administrators within such thirty-day period, the sabbatical position shall become open to other faculty applicants.

4. Terms of the Sabbatical Leave -

A sabbatical leave may last one or two consecutive semesters but shall not exceed two (2) consecutive semesters.

The applicant granted a paid sabbatical leave will be required to sign a contract. The contract will specify that the applicant is obligated to serve the college on return from sabbatical leave for four (4) consecutive semesters. Breach of this contract will obligate the applicant for repayment of salary and fringe benefits paid during the leave period plus interest at the rate of six (6) percent per annum. In the event that the Professional Employee voluntarily leaves the employment of the College at any time prior to or during the four (4) semester period, the employee will be required to make repayment prorated on a semester basis according to the amount of the four semesters remaining. The employee will have no obligation to repay any remaining fractional portion of the four semesters if terminated or non-renewed by the Board.

Compensation for a two-semester sabbatical shall be 0.5 times the annual contract rate and for a single semester sabbatical 1.0 times one semester's rate based on the applicant's level and step. The compensation will be distributed monthly during the duration of the leave.

Life insurance, health insurance, and disability insurance and other section 125 options will

continue during the sabbatical leave on the basis of the regular base salary to the extent permitted by the insurance carrier, IRS tax codes and as provided by the college for members of the bargaining unit.

If a faculty member on leave qualifies for a more advanced column the semester the applicant returns to teaching, the contract will be adjusted at the time adjustments are made for other faculty.

If a faculty member is on sabbatical during one semester and teaches at the college during the other semester of an academic year, the half year taught will count in determining number of years of teaching experience.

A Professional Employee on paid sabbatical leave who accepts gainful employment during the leave period shall have the amount of compensation received from such employment deducted from the sabbatical pay. Assistantships, grants and scholarships will not be considered gainful employment.

ARTICLE VIII - EARLY RETIREMENT PROGRAM

Section A. Group Health Care Benefits for Retirees

An employee of Garden City Community College who may find it necessary or desirable to retire from employment with the college prior to normal retirement age may elect to retire under the terms and conditions hereinafter specified. Early retirement is voluntary and at the discretion of an eligible employee.

1. Eligibility- An employee is eligible for early group health care benefits if such employee:
 - a. Currently works under a full-time contract;
 - b. Is at least 62 years of age and less than 65 years of age at effective date of retirement;
 - c. Has completed 10 years or more of full-time service with the college;
 - d. Currently has 10 years of continuous health coverage through the group health plan sponsored by GCCC; and
 - e. Is eligible for unreduced KPERs retirement benefits and will participate in KPERs retirement.
 - f. The minimum age requirement for eligibility for the early group health care benefit as set forth in (b) above, shall become effective July 1, 2015. The minimum age requirement of 62 shall not apply to the following persons:
 - i. Early retirees currently receiving the early group health care benefit as of July 1, 2012;
 - ii. Employees currently employed and eligible for the early group health care benefit, electing to retire prior to July 1, 2015; or
 - iii. Employees currently employed who have 20 or more years of full-time employment with GCCC, as of July 1, 2012.

Eligibility in accordance with (a) - (f) above will be determined by the President of the college. An employee applying for early group health care benefits shall have the responsibility to provide all facts and information necessary to prove eligibility.

2. Application - An employee may apply for early group health care benefits by giving written notice to the President of the college. Such written notice by the employee shall be submitted on or before the first day of February preceding the anticipated retirement date, and the notice shall include the following information:
 - a. a statement of the applicant's desire to take early retirement;
 - b. the anticipated date of retirement;
 - c. the applicant's birth date, and age on the effective date of retirement;
 - d. the current mailing address and telephone number of the applicant;
 - e. the number of years the applicant has been employed full-time by GCCC;
 - f. the number of years the applicant has been continuously covered by the group health insurance plan sponsored by GCCC.

Following final action by the Board on any application for early retirement, the President of the college shall notify the applicant in writing of early group health care benefits to be paid by the college for the college sponsored group health insurance plan.

3. Early Group Health Care Benefit – Effective September 1, 2010, an eligible employee who takes early retirement will be entitled to receive the equivalent of low option single health insurance coverage up to a premium amount not to exceed \$400.00 per month until the retiree reaches age 65. This amount is available exclusively to apply toward the purchase of health insurance through the group plan sponsored by Garden City Community College.
4. Terms and Conditions -
 - a. The Board retains the right to adopt the early group health care incentive program on a year-to-year basis. Should the Board choose to discontinue the program, notification

- shall be given to the employees in the period between July 1 and August 15, one year prior to discontinuing the program.
- b. Should the Board decide not to adopt the early group health care incentive program in any given year, all employees who were on the program prior to the non-adoption will continue on the program until the employee reaches age 65.
 - c. After the early retiree reaches age 65 the early retired employee will be allowed to keep spouse insured through the college's plan for an additional 36 months (COBRA). Additional premiums required to maintain spouse's coverage will be paid by the retiree.
 - d. An employee who waives continuing participation in the college sponsored group health insurance plan after the effective date of retirement shall not be eligible to participate at a later date.
 - e. Failure of the retired employee to pay any required monthly health insurance premiums above and beyond the college contribution will terminate the retired employee's right of continued participation in the college sponsored group health insurance plan.
 - f. An employee who takes early retirement shall have the responsibility to keep the college informed of his/her current mailing address and telephone number.
 - g. The group health insurance provided by the early group health care incentive benefit may not be converted to cash or other benefits.
 - h. Death of the retiree prior to the date of retirement nullifies the responsibility of the Board.
 - i. Early group health care benefits shall cease upon the death of the retired employee.
 - j. If the early retiree takes other employment and is eligible for group health insurance with that employer, the early retiree will notify the college and the early group health care benefit offered by Garden City Community College will be terminated.
 - k. If any provision of the early group health care incentive plan is determined to be in violation of Federal or Kansas State laws or insurance company regulations, the plan shall then immediately be terminated by Board action and shall not be in further force or effect unless re-adopted by the Board.

Section B. Tuition Waiver

All full-time professional employees who have retired from GCCC are eligible to receive a Tuition Waiver for Garden City Community College courses. Retirees taking classes through EduKan will receive a waiver equal to the GCCC in-state per credit hour tuition rate. All classes must be taken for credit (including pass/fail option). The waiver is for tuition only; the retired employee is required to pay all fees.

ARTICLE IX - INSURANCE BENEFITS

Section A. Salary Reduction Plan

The Board establishes an IRC Section 125 Cafeteria Salary Reduction Plan whereby each eligible Professional Employee has the right to reduce his/her compensation in the amount necessary to purchase from those nontaxable benefits contained in the plan and selected by the employee.

The nontaxable benefits contained in the plan are health (hospitalization) insurance, cancer insurance, short-term disability (salary protection) insurance, medical expense reimbursement, and dependent (child) care.

At his/her discretion an eligible Professional Employee may forego any reduction in compensation for the purchase of nontaxable benefits and take the total compensation as salary - cash.

All full-time and part-time Professional Employees are eligible to participate. Temporary or substitute Professional Employees are excluded from participation.

If a participant ceases to be an employee, participation in the plan shall terminate unless the participant continues to receive compensation from the College.

Section B. Group Term Life Insurance (Full-time Professional Staff)

The Board will provide for each Professional Employee \$15,000 in group term life insurance coverage which will remain in force while the Professional Employee remains in the employ of the College.

Section C. IRC 403-B Contribution Package

Professional Employees may at their individual discretion take part in a matching Tax Sheltered Plan as generally outlined by the following:

1. A requirement of a \$50 contribution by the employee.
2. The college will match the \$50 contribution of the employee.
3. To receive matching funds, all employees are required to invest in the Garden City Community College Employee Employer sponsored plan.

Each Professional Employee, in addition to the base salary, and if appropriate, from other types of salaries, will receive \$50 per month towards the purchase of a 403-B account.

Section D. Health Insurance

Each Professional Employee, in addition to the base salary, will receive a health insurance benefit available exclusively to apply toward the purchase of health insurance through the group health insurance plan sponsored by Garden City Community College. The health insurance benefit will be single, low option. Effective September 2012, faculty will receive a monthly benefit of \$425.00 to be used toward college sponsored health insurance coverage. There is no cash option and the amount can be applied toward other college sponsored health insurance options or enrollment levels.

ARTICLE X - GRIEVANCE PROCEDURE

Section A.

Grievances of a Professional Employee with respect to the interpretation or application of this Agreement (excluding matters which have separate procedures for hearings and determination set forth in this Agreement) shall be handled as follows:

1. The Professional Employee shall request an informal conference with his Division Director within ten (10) days after the employee is aware of possible violations of the Agreement and discuss such issues with his Division Director.
2. If the matter is not resolved through the Informal Procedure set forth in Step 1, the Professional Employee may file a formal grievance in writing stating in detail the facts of which he complains and the provisions of the Agreement which are deemed to have been violated; provided, no grievance shall be filed or processed based on facts or events which have occurred more than thirty (30) days before the grievance is filed. Grievances shall be deemed filed when delivered in writing to the appropriate Dean. All grievances shall be carbon-copied to the appropriate Division Director.

The grievant may discuss the problem with the appropriate Dean and may present information or oral argument in support of the same. The appropriate Dean may also hear other information or oral argument. The appropriate Dean or grievant may request an advisory opinion from the Faculty Senate as to any matter in dispute. Such advisory opinion shall be rendered in writing within ten (10) days of the delivery of the formal grievance to the appropriate Dean. The appropriate Dean shall make known to the grievant his recommendation in writing within ten (10) days after delivery of the written grievance.

3. If a solution satisfactory to the grievant and the appropriate Dean has not been reached in Step 2, the grievant may appeal the same in writing to the President within ten (10) days after the recommendations of the Dean have been delivered in writing.

The President will review the grievance and record of the above proceedings, together with any additional information or oral argument presented by the grievant. The President may also hear other information or oral argument. Within ten (10) days after the grievance is appealed to him/her, the President shall render his/her written decision.

4. If a solution satisfactory to the grievant and the administration has not been reached through the above procedures, the grievant may appeal the same in writing to the Board within ten (10) days after delivery of the President's decision. The Board will review the grievance and the record of the above procedures and hear the matter in dispute. Any pertinent evidence or argument which the grievant desires to submit or which the Board deems necessary may be presented at such hearing. The Board will thereafter render its decision and submit a copy of the same in writing to the grievant within twenty (20) days following the next regularly scheduled Board meeting.

Section B.

Grievance shall be processed according to the following rules:

1. If at any stage of the grievance procedure, the grievant does not take the next step within the time allotted, the grievance shall be settled in the manner recommended or decided at the last step taken by the grievant.

2. All reference to number of days in this procedure shall be determined to mean working school days. In the event grievances are not filed or processed in the manner and within the times set forth above, they shall be forever barred.
3. Grievances shall be processed as rapidly as possible. The number of days indicated in each step shall be considered a maximum and every effort shall be made to expedite the process in a shorter period of time.
4. The parties may mutually agree in writing to extend any of said time periods.
5. It is agreed that the grievant may request information in the possession of the Board necessary for the processing of said grievance. The Board shall consider all such requests in good faith.
6. The grievant may withdraw the grievance at any step.
7. All parties shall have the right to have counsel present in the formal grievance procedure.
8. It is agreed that nothing in the above procedure shall be interpreted in such a way as to modify or reduce the rights guaranteed under the Constitution and laws of the United States and the Sovereign State of Kansas.

ARTICLE XI - NON-RENEWAL AND TERMINATION OF CONTRACTS

Section A. Non-Probationary Employee

1. Grounds - The grounds for the non-renewal of a Professional Employee's contract after such employee has completed probationary status, and the causes for terminating a Professional Employee's contract, except in the case of reduction in force, shall be as follows:
 - a. Conviction of a felony crime;
 - b. Incapacity or continuing illness after exhaustion of leave;
 - c. Incompetency, insubordination, inefficiency, neglect of duty, dishonesty, or other unprofessional conduct on campus, or in connection with job-related responsibilities, including failure to perform assigned duties and responsibilities;
 - d. Failure to comply with reasonable requirements of administration or Board, pertaining to professional duties after notice of same;
 - e. Failure to cooperate with fellow Professional Employees or administration, when such failure interferes with overall learning atmosphere and professional effectiveness of employee;
 - f. Violation of Federal and/or state laws covering all forms of discrimination and sexual harassment; and
 - g. Other good and just cause.
2. Procedures - The procedures for the non-renewal and termination of the contracts of Professional Employees provided in K.S.A. Supp. 72-5436, et seq., as amended, shall be incorporated into this Agreement by reference.

Section B. Probationary Employee

The renewal or non-renewal of a probationary Professional Employee's annual contract, including notice requirements, shall be governed by K.S.A. 72-5437 and K.S.A. 72-5445, as well as any other state statutory provision that applies to employment contracts and due process rights of a probationary Professional Employee. A probationary Professional Employee shall be entitled to the same fringe benefits that are provided for other Professional Employees.

Section C. Reduction in Force

1. Reduction in Force - The categories affected by priority are as follows: 1) temporary instructors, 2) part-time instructors, and 3) full-time instructors. In the event financial circumstances require the Board to reduce the number of non-probationary Professional Employees the appropriate Dean and Division Director shall use the following procedure to determine recommendations for RIF.
 - a. If certain courses or programs are eliminated, Professional Employees who are not properly qualified to teach the remaining courses shall be released first. That Professional Employee's credentials will be reviewed to determine if he/she is qualified to teach in another area. In the event two or more Professional Employees are qualified, then the summation of the following criteria will be used to determine retention:
 - i. the length of service with the College, computed from the employees last date of hire, excluding any prior reductions in force, not to exceed 16 months as set forth in subsection Recall, below. This shall be computed at one point per each year of service at GCCC.
 - ii. the highest earned degree and/or industry certifications within the instructional area from an accredited institution and/or industry certification agency; This shall be computed as follows: 1 point for an Associate's degree; 2 points for each industry certification that is specific to the individual's discipline; 4 points for Bachelor's degree; 6 points for Master's degree; 8 points for MFA or doctorate degree.
 - iii. the highest number of graduate credit hours and/or approved workshops or certifications beyond the degree, in the teaching area of the respective Professional Employee; 1 point for each 15 graduate credit hours or 225 workshop clock hours.

- b. If the above summation results in a tie, the appropriate Dean and Division Director will base their recommendation on administrative assessment of the faculty being considered for RIF.
- 2. Service and Benefits - Professional Employees shall retain credit for their length of service up to the time of the reduction in force, but shall not be entitled to earn additional credit for service or receive benefits during the reduction in force.
- 3. Recall - Professional Employees shall retain the right to recall until sixteen (16) months after the day the employee's last regular contract was scheduled to terminate. If the Board decides additional Professional Employees are needed during this time, those on release shall be eligible for reinstatement, before other applicants are considered, using the criteria as were used to determine retention from the reduction. Any Professional Employees who are not recalled during this period shall be considered terminated at that time without liability to either party.
- 4. Procedures - The procedures for the non-renewal and termination of the contracts of Professional Employees provided in K.S.A. 72-5436, et seq., as amended, shall be incorporated into this Agreement by reference.

Section D. Cancellation of Contract

Any instructor who is under contract with the College will be released from that contract only by formal action of the Board of Trustees when the resignation is deemed to be in the best interest of the College. The instructor requesting the release shall make application in writing to the President of the College stating the specific reasons for the requested release. Each such request will be judged on its own merits, with consideration given to the reason for the request, difficulty in promptly filing a vacated position, disruption to the education process caused by the resignation, and any diminution of the quality of education provided to students. The Board of Trustees shall not be required to release an instructor from contract.

The Board may assess liquidated damages for a resignation after May 15 or a failure to complete the full term of a contract according to the following schedule:

| | |
|--|------------|
| May 16 through June 30 | \$ 500.00 |
| July 1 through July 31 | \$1,000.00 |
| August 1 through the end of the school year..... | \$2,000.00 |

All liquidated damages, based on the schedule above, are due when the request for release is presented to the Board.

At the same time the instructor requests a release from his or her contract, he/she may request that the liquidated damages be waived by making an application in writing to the President of the College stating the specific reasons for the requested waiver. Each such request will be judged on its own merits, and a hearing will be held before a panel of two instructors appointed by the Association and two administrators appointed by the President. The hearing will be held within five working days after being received by the President. The instructor shall be notified of the date, time and place of the hearing and shall have the opportunity to address the Appeals Panel. The Appeals Panel will make a recommendation to the Board at their next regularly scheduled meeting. The Board may choose to accept or reject the recommendation of the Appeals Panel. An instructor not released from contract will be expected to continue discharge of duties until the end of a contract term or any subsequent action of the Board releasing the instructor.

An instructor currently under contract shall be determined to be under contract for the next teaching year unless a resignation is submitted on or before May 15 of the current contract year. New instructors shall be determined to be under contract once a signed contract has been received by the College.

Any instructor who is not released from his/her contract by Board action shall fulfill the terms of such contract and any action by the instructor resulting in a failure to fulfill the terms of the contract shall amount to a breach of contract and will subject the instructor to any and all legal remedies available to the Board of Trustees. In the event of a breach of contract by the instructor, appropriate notation of the same will be placed in the instructor's personnel file.

ARTICLE XII – PROBATION PERIOD

Section A. Probationary Professional Employee

The probationary status of Professional Employees shall be governed by K.S.A. 72-5445.

DURATION OF AGREEMENT

The Board of Trustees of Garden City Community College and The Garden City Community College Higher Education Association, as representative of The Garden City Community College Professional Employees, as defined in K.S.A. 72-5413, enter into this Negotiated Agreement covering the terms and conditions of professional service for the 2012-2013 school year. During this period, the Negotiated Agreement may only be reopened or amended by the written consent of both parties.

APPROVAL

This Negotiated Agreement was ratified by a majority vote of the Professional Employees of the Garden City Community College Higher Education Association on the 21st day of September, 2012.

This Negotiated Agreement was ratified by a majority vote of the members of the Board of Trustees of Garden City Community College on the 4th day of October, 2012.

This Negotiated Agreement is approved by the parties on the 4th day of October, 2012.

THE BOARD OF TRUSTEES OF
GARDEN CITY COMMUNITY COLLEGE

Approved By:

Randall D. Grisell, Chief Negotiator
Board of Trustees of Garden City
Community College

By _____
Marilyn K. Douglass, Chairperson

THE GARDEN CITY COMMUNITY COLLEGE
HIGHER EDUCATION ASSOCIATION

Approved By:

Terry Lee, Chief Negotiator
The Garden City Community College
Higher Education Association

By _____
Leslie Wenzel, President

APPENDIX A – JOB EXPECTATIONS FOR FULL-TIME FACULTY

These descriptions serve as a guide for the types of activities expected of full-time faculty. They are not inclusive or restrictive, but serve as a guide.

Teaching

- Curriculum development
- Assessment
- Counsel students about academic progress
- Counsel students who have academic problems
- Grading
- Textbook and instructional materials
- Course development and preparation
- Teaching load
- Meet classes for appropriate time lengths

Service to Students

- Support college activities
- Establish, post and maintain at least 10 hours per week for student consultation
- Advising
- Degree audit
- Contacting returning students (follow up, retention)
- Club sponsorship
- Work with accommodations person to meet the needs of special population students
- Make appropriate student assistance referrals

Educational Leadership

- Professional development
- State-wide/regional/national leadership on committees
- Chair college committees
- Participate in evaluation process

Service to College

- Participate in planning and budgeting process
- Attend and participate in department meetings
- Participate in committee meetings (faculty, internal governance, planning, etc.)
- Meet all deadlines for scheduled reports
- Recruiting
- Support Endowment activities
- Collaborating with colleagues
- Keep abreast of technological change

Service to Community

- Work with K-12 colleagues
- Work with business/industry related to teaching field
- College promotional activities
- Participate in community service clubs
- Participate in service learning

APPENDIX B – CRITERIA FOR PLACEMENT ON THE SALARY SCHEDULE

Minimum Qualifications for Placement on the Salary Schedule

1. Level I

- a. Bachelor's degree, OR
- b. For Specialized Career Fields only:
 - i. Industry certification

2. Level II

- a. Bachelor's degree plus thirty (30) graduate credit hours in the subject or related field, OR
- b. Master's degree in the subject field or related field, OR
- c. For Specialized Career Fields Only:
 - i. Industry certification and fifteen (15) years full-time related work experience

3. Level III

- a. Master's degree plus thirty (30) graduate credit hours in the subject or related field, OR
- b. MFA degree, OR
- c. An earned doctorate in the subject or related field, OR
- d. For Specialized Career Fields Only:
 - i. Bachelor's degree with major in subject or related field plus five (5) years full-time college teaching experience or five (5) years full-time related work experience

4. Level IV

- a. Master's degree plus sixty (60) graduate credit hours in the subject or related field, OR
- b. MFA degree plus ten (10) years full-time college teaching experience or ten (10) years full-time related work experience, OR
- c. An earned doctorate in the subject field or related field plus ten (10) years full-time college teaching experience or ten (10) years full-time related work experience, OR
- d. For Specialized Career Fields Only:
 - i. Bachelor's degree in subject or related field plus fifteen (15) years full-time related work experience, OR
 - ii. Bachelor's degree plus fifteen (15) graduate credit hours in the subject or related field and ten (10) years of full-time related work experience or ten (10) years full-time college teaching experience, OR
 - iii. Master's degree

5. Level V

- a. MFA degree plus twenty (20) years full-time college teaching experience or twenty (20) years full-time related work experience, OR
- b. An earned doctorate in the subject or related fields plus twenty (20) years full-time college teaching experience or twenty (20) years full-time related work experience, OR
- c. For Specialized Career Fields:
 - i. Bachelor's degree plus thirty (30) graduate credit hours in the subject or related field and twenty (20) years of related work experience or twenty (20) years full-time college teaching experience, OR
 - ii. Master's degree plus twenty (20) years' full-time related work experience or twenty (20) years full-time college teaching experience

NOTES:

- Experience in excess of minimum requirement for each level can be counted toward vertical line placement. Up to ten (10) years of prior full-time teaching or work experience may be considered for initial step placement.
- The following ratios of service steps to years of work experience will be used for vertical line placement. The sum of all credits will be rounded to the nearest whole number, with any figure ending in 0.5 being rounded up.
 - 1.0 : 1.0 for post-secondary experience as a Faculty Member in the appropriate field
 - 0.75 : 1.0 for secondary experience as a Faculty Member in the appropriate field
 - 0.5 : 1.0 for graduate assistantship in the appropriate field
 - 0.5 : 1.0 for work related experience
- Quarter hours are calculated at 0.67 per credit hour

Credit for completed graduate hours may be allowed toward vertical placement at the rate of six (6) credit hours per one step at the discretion of the appropriate dean.

APPENDIX C – CRITERIA FOR ADVANCEMENT ON THE SALARY SCHEDULE

Minimum Qualifications for Advancement on the Salary Schedule

1. Level II

- a. Bachelor's degree plus thirty (30) graduate/approved credit hours in the subject or related field or 30 approved equivalent credit hours of professional development OR
- b. Master's degree in the subject field or related field, OR
- c. For Specialized Career Fields Only:
 - i. Industry certification plus fifteen (15) approved credit hours in the subject or related field or fifteen (15) approved equivalent credit hours of professional development

2. Level III

- a. Master's degree plus thirty (30) graduate/approved credit hours in the subject or thirty (30) approved equivalent credit hours of professional development OR
- b. MFA degree, OR
- c. An earned doctorate in the subject or related field, OR
- d. For Specialized Career Fields Only:
 - i. Bachelor's degree with major in subject or related field

3. Level IV

- a. Master's degree plus sixty (60) graduate/approved credit hours in the subject or related field or sixty (60) approved equivalent credit hours of professional development OR
- b. MFA degree/earned doctorate in the subject field or related field plus fifteen (15) approved equivalent credit hours of professional development, OR
- c. MFA degree/earned doctorate in the subject field or related field plus ten (10) years full-time teaching experience at GCCC, OR
- d. For Specialized Career Fields Only:
 - i. Bachelor's degree in subject or related field and fifteen (15) approved graduate credit hours in the subject or related field or fifteen (15) approved equivalent credit hours of professional development, OR
 - ii. Bachelor's degree in subject or related field and fifteen (15) teaching experience at GCCC, OR
 - iii. Master's degree

4. Level V

- a. Master's degree plus sixty (60) graduate/approved credit hours in the subject or related field and twenty (20) years full-time teaching experience at GCCC, OR
- b. MFA degree/earned doctorate in the subject or related fields and thirty (30) approved equivalent credit hours of professional development, OR
- c. MFA degree/earned doctorate in the subject or related fields and twenty (20) years full-time teaching experience at GCCC, OR
- d. For Specialized Career Fields:
 - i. Master's degree and thirty (30) approved equivalent credit hours of professional development, OR
 - ii. Master's degree and twenty (20) years full-time teaching experience at GCCC

NOTES:

- Quarter hours are calculated at 0.67 of a credit hour
- This criterion shall not cause a reduction in level or step for any current faculty member who moved due to approved credit hours, professional development, degree completion or years of experience.
- This criterion shall not cause a change in original placement of faculty by administration

APPENDIX D – SALARY SCHEDULE

Salary Matrix (2012-2013) \$302.73 added to the base

| | Level One | Level Two | Level Three | Level Four | Level Five |
|----|-----------|-----------|-------------|------------|------------|
| 1 | 34405.96 | | | | |
| 2 | 35035.23 | | | | |
| 3 | 35664.50 | | | | |
| 4 | 36293.77 | | | | |
| 5 | 36923.04 | | | | |
| 6 | 37552.31 | | | | |
| 7 | 38181.58 | 38181.58 | | | |
| 8 | 38810.85 | 38810.85 | | | |
| 9 | 39440.12 | 39440.12 | | | |
| 10 | 40069.39 | 40069.39 | | | |
| 11 | 40698.66 | 40698.66 | | | |
| 12 | 41327.93 | 41327.93 | | | |
| 13 | 41957.20 | 41957.20 | | | |
| 14 | | 42586.47 | 42586.47 | | |
| 15 | | 43215.74 | 43215.74 | | |
| 16 | | 43845.01 | 43845.01 | | |
| 17 | | 44474.28 | 44474.28 | | |
| 18 | | 45103.55 | 45103.55 | | |
| 19 | | 45732.82 | 45732.82 | | |
| 20 | | 46362.09 | 46362.09 | | |
| 21 | | | 46991.36 | 46991.36 | |
| 22 | | | 47620.63 | 47620.63 | |
| 23 | | | 48249.90 | 48249.90 | |
| 24 | | | 48879.17 | 48879.17 | |
| 25 | | | 49508.44 | 49508.44 | |
| 26 | | | 50137.71 | 50137.71 | |
| 27 | | | 50766.98 | 50766.98 | |
| 28 | | | 51396.25 | 51396.25 | |
| 29 | | | 52025.52 | 52025.52 | |
| 30 | | | | 52654.79 | 52654.79 |
| 31 | | | | 53284.06 | 53284.06 |
| 32 | | | | 53913.33 | 53913.33 |
| 33 | | | | 54542.60 | 54542.60 |
| 34 | | | | 55171.87 | 55171.87 |
| 35 | | | | 55801.14 | 55801.14 |
| 36 | | | | 56430.41 | 56430.41 |
| 37 | | | | 57059.68 | 57059.68 |
| 38 | | | | 57688.95 | 57688.95 |
| 39 | | | | | 58318.22 |
| 40 | | | | | 58947.49 |
| 41 | | | | | 59576.76 |
| 42 | | | | | 60206.03 |
| 43 | | | | | 60835.30 |
| 44 | | | | | 61464.57 |
| 45 | | | | | 62093.84 |
| 46 | | | | | 62723.11 |
| 47 | | | | | 63352.38 |
| 48 | | | | | 63981.65 |
| 49 | | | | | 64610.92 |