



# GARDEN CITY COMMUNITY COLLEGE

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July 15, 2010

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

Dear Trustees:

The Board of Trustees will meet in a special session on **Wednesday, July 21, 2010**. The meeting will be held in the **Broncbuster Room, Beth Tedrow Student Center**, Garden City Community College Campus.

5:30 PM Special Board Meeting called to order in the Broncbuster Room, Beth Tedrow Student Center

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## **AGENDA**

### **CALL TO ORDER:**

- A. Comments from the Chair
- B. Open comments from the public

### **CONSENT AGENDA:**

- A. Affiliation Agreements for Nursing Program
- B. Renewal of Western Dining Contract

### **MEETING WITH ADMINISTRATIVE TEAM**

**EXECUTIVE SESSION: for the purpose of discussing nonelected personnel.**

### **ADJOURNMENT**

Sincerely,

Dr. William Clifford, Chair

**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, Work Force Development.*

**TO: GCCC Board of Trustees**

**FROM: Patricia Zeller RN, BSN**

**DATE: July 21, 2010**

**RE: Affiliation Agreements for Nursing Program**

Attached are the annual affiliation agreements for the numerous agencies that provide the clinical training component of the Nursing Program.

Providing agencies for 2010-2011 are:

Area Mental Health Center	Garden City, Kansas
Finney County Health Department	Garden City, Kansas
Garden Valley Retirement Village	Garden City, Kansas
Homestead Health and Rehabilitation Center	Garden City, Kansas
Kearny County Hospital, High Plains Retirement Village	Lakin, Kansas
Larned State Hospital	Larned, Kansas
Mexican-American Ministries	Garden City, Kansas
New Chance, Inc.	Dodge City, Kansas
Park Lane Nursing Home	Scott City, Kansas
Sandhill Orthopedic Clinic	Garden City, Kansas
South Wind Oncology Associates	Garden City, Kansas
St. Catherine Hospital	Garden City, Kansas
St. Catherine Hospital Simulation Lab	Garden City, Kansas
Wichita County Health Center	Leoti, Kansas
USD 457	Garden City, Kansas

I recommend that the Board of Trustees approve the Affiliation Agreements at the July 21, 2010 Board Meeting.

Attachment

A G R E E M E N T

THIS AGREEMENT, made and entered into this day of \_\_\_\_\_, by and between THE BOARD OF TRUSTEES OF THE GARDEN CITY COMMUNITY COLLEGE, Finney County, Kansas, hereinafter referred to as "College" and

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hereinafter referred to as "Cooperating Agency".

WITNESSETH:

THAT WHEREAS College and Cooperating Agency acknowledge a public obligation to contribute to education for nursing for the benefit of students and for community needs and College has established a program in nursing which requires the educational facilities of the Cooperating Agency in clinical practice.

AND WHEREAS, Cooperating Agency has clinical facilities suitable for the educational needs of the College program in nursing and it is to the mutual benefit of both the College and the Cooperating Agency that students have opportunities for clinical education as students and future practitioners,

NOW THEREFORE, in consideration of the foregoing, the following Agreement is effected by the proper authorizing bodies of both parties, each in independent status from the other, the said parties agreeing to be governed by the following general concepts of cooperative action, to-wit:

## FIRST - RESPONSIBILITIES AND PRIVILEGES OF THE COLLEGE

### A. For the Program in General

1. College assumes full responsibility for offering an educational program eligible for accreditation by the Kansas State Board of Nursing.
2. College will provide the same quality of educational program in nursing as it does in other curriculum offerings in the college.

### B. Clinical Instruction

1. College will provide the necessary faculty for the nursing major who are both qualified instructors and competent registered nurse practitioners.
2. College nursing faculty will plan, develop, implement, and be responsible for all clinical instruction and evaluation of students.
3. College will provide an orientation period during which nurse faculty can become familiar with Cooperating Agency policies, practices, and facilities before instructing students there.
4. College will develop a "Clinical Instruction Plan" for using the Cooperating Agency's clinical areas to meet the educational goals of the curriculum in nursing. This plan shall be made available to the Cooperating Agency at a mutually-agreed-upon time prior to the commencement of use and instruction of Cooperating Agency's facilities and subject to revision in instances where conflicts with Cooperating Agency's care responsibilities seem to exist.
5. Faculty will be responsible for learning and observing the policies and regulations of both College and Cooperating Agency as they apply to the circumstances of clinical teaching.
6. Faculty shall have reasonable opportunity to serve as resource persons to the Cooperating Agency staff in matters contributing to the quality of patient care, such as serving on nursing care committees and sharing knowledge as clinical experts.
7. College is responsible to assure that students assigned to the Cooperating Agency for clinical instruction meet both College and Cooperating Agency standards of health and have the academic ability to profit from the experience.

C. College Privileges

1. College has the privilege of regularly scheduled meetings with Cooperating Agency staff including both selected floor personnel and administrative level representatives for the purpose of interpreting, discussing, and evaluating the educational program in nursing.

SECOND - RESPONSIBILITIES AND PRIVILEGES OF THE COOPERATING AGENCY

A. General Responsibilities

1. Cooperating Agency will maintain the standards which make it eligible for approval as a clinical area for instruction in an accredited program in nursing.
2. Cooperating Agency will permit the faculty and students of the College to use its patient care and patient service facilities for clinical education according to a plan approved by the Kansas State Board of Nursing. Details of such educational use may be modified to fit changing needs and will be described in the "Clinical Instruction Plan", submitted to the person responsible for coordinating the educational experience and reviewed prior to the arrival of students. It shall be mutually satisfactory to both the educational goals of the College and the patient care standards of the Cooperating Agency.

B. Facilities and Supplies

1. Cooperating Agency will make available for educational purposes rooms or areas where groups of students may hold discussions and receive clinical instruction from the faculty:  
(Examples of facilities:
  - a. Areas for demonstration of Cooperating Agency equipment.
  - b. Areas for pre- and post-clinical conferences.
  - c. Desk space where the teacher can make clinical assignments and plans.)
2. Cooperating Agency will permit the educational use of such supplies and equipment as are commonly available for patient care.
3. Cooperating Agency will provide the following facilities and services to college students and faculty:  
(Examples:
  - a. Reasonable use of the parking areas.
  - b. Space for coats, textbooks, etc.)
4. Cooperating Agency will provide access to sources of information for educational purposes:  
(Examples:
  - a. Charts; nursing station references such as Kardex.
  - b. Procedure guides, policy manuals.

- c. Standard clinical references such as Medical Dictionary, Diagnostic Tests, pharmacology references, and standard references suitable to the clinical area and care program.)

C. Staff Participation in Education

1. Cooperating Agency staff may participate in education on the request of the instructor. This may be in the roles of resource persons, clinical experts, or assisting in the planning and implementation of aspects of clinical education. Such participation will be voluntary and shall not interfere with assigned duties.
2. Cooperating Agency will designate a staff member who will serve as the person responsible for coordinating the educational experience in connection with all educational use of the Cooperating Agency's facilities.

D. Cooperating Agency Privileges

1. The Cooperating Agency may refuse educational access to its clinical areas to any College personnel who do not meet its Employee Standards for safety and health. Persons with a communicable disease or open wounds are excluded from the patient areas.
2. The Cooperating Agency may resolve any problem situation in favor of the patient's welfare and restrict the student or college personnel involved to the observer role until the incident can be clarified by the staff in charge and the instructor. The determination as to when a problem exists, and the method of alleviating such problem including complete suspension of all (Cooperating Agency) privileges to the student or personnel involved, shall be made jointly by the Chief Administrative Officer of the Cooperating Agency, Chief Administrative Officer of the College, Director of Nursing of the Cooperating Agency, and Director of Nursing Education of the College.

THIRD: STATUS OF STUDENTS

1. Students will have the status of learners and will not replace Cooperating Agency staff nor give service to patients apart from its educational value.
2. Students are subject to the authority, policies, and regulations of the Cooperating Agency. They are also subject, during clinical assignment, to the same standards as are set for Cooperating Agency employees in matters relating to the welfare of patients and the standards of the Cooperating Agency.
3. Students will wear the designated attire in clinical areas.

FOURTH - LIABILITY STATUS OF THE CONTRACTING AGENCIES

1. The Cooperating Agency shall carry its usual malpractice, public liability errors and omissions and compensation insurance, the same to be in effect during the time that students of the College are on clinical assignment.
2. The College will provide the Cooperating Agency with an appropriate certificate of insurance reflecting that each student, faculty member, or other agent or employee of the College, while performing any of the duties or services contemplated under this Agreement, has public liability insurance in a minimum amount of \$100,000 for each claim that may be asserted.

FIFTH - DURATION OF THE CONTRACT

1. This Contract shall initially be in effect from the date hereof until the conclusion of the Spring 2011 semester of study at the Garden City Community College. It shall continue in effect thereafter on a school year basis, each year to include a Fall and Spring Semester of educational activities, unless termination has occurred by the giving of written notice from either party ninety (90) days in advance of the end of any such Spring semester. Failing such notice, this contract shall continue in full force and effect on the year to year basis set forth above, subject only to mandatory review and such modification as the parties deem desirable each year, such mandatory review to take place between the contract parties prior to the conclusion of the Spring Term.

This AGREEMENT shall be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures the day and year first above written.

COOPERATING AGENCY

THE BOARD OF TRUSTEES OF THE  
GARDEN CITY COMMUNITY COLLEGE

\_\_\_\_\_  
Administrator

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Nursing Service Director

\_\_\_\_\_  
Director of Nursing Education

# MEMO

Date: July 1, 2010  
To: Board of Trustees  
From: Dee Wigner  
Subject: Food Service Contract

On July 1, 2008, GCCC entered into a five year agreement with Great Western Dining for food service. The annual renewal addendum is submitted for Board approval.

The renewal contract has been expanded to include an additional nine days at the beginning of the school year. This is the time when many athletes report for early practice. In the past, we were charged a daily rate per athlete. By including these days in the base contract, we are able to reduce the cost per athlete per day by approximately \$1.00. This will result in a cost savings of over \$1,000.

Previous food service contracts began on July 1. This year, we extended the 2009-10 contract until July 31. Therefore, the renewal contract presented to the Board is effective August 1, 2010. The contract date was moved to August to allow one summer rate for the entire summer. Under the previous agreement there was a rate change July 1, in the middle of the summer.

Because the number of contract days increased, the daily rate for meal plans decreased a few cents. Overall, reduced meal rates remained the same and casual meal rates increased 3%.



**DINING SERVICE AGREEMENT “EXHIBIT A”**

**LOCATION:** Garden City Community College  
801 Campus Drive  
Garden City, KS 67846

**COMMENCEMENT DATE:** August 1, 2010

**INITIAL TERM OF CONTRACT:** Three years commencing August 1, 2010

**PURPOSE OF EXHIBIT A:** Exhibit A sets forth the terms and conditions upon which Garden City Community College retains Great Western to manage and operate the Food Service for Garden City Community College's students, faculty, staff, employees, visitors and invited guests. In addition, Garden City Community College's Request for Proposal (RFP) dated March 4, 2008, and Great Western's Proposal (“Proposal”) submitted to Garden City Community College on April 25, 2008 is incorporated herein by reference. In the event there is a discrepancy between this Agreement, the RFP and the Proposal, the following order of precedence shall prevail: (1) this Agreement, (2) the Proposal; (3) the RFP.

**MINIMUM WAGE INCREASE:** In the event legislation or government intervention makes law any increases in minimum hourly rates or mandatory fringe benefits after the first year of this Agreement, Great Western will pass these on to the Garden City Community College commensurate with the effective date decreed at cost.

**SPECIAL PROVISIONS:**

**Return to the College**

The following commissions on Net Sales will be given to the College by Great Western:

<i>Non campus sponsored catering</i>	<i>15-percent (15%)</i>
<i>Casual meal sales</i>	<i>10-percent (10%)</i>

**Great Western's Investment**

Great Western shall make available to Garden City Community College an Investment in the amount of \$50,000. If the entire Investment is paid at the start of the contract, Great Western shall amortize the Investment on a straight-line basis over five (5) years, commencing with the contract start date, and such amortization shall be charged as an operating expense of the Food Service. If the Agreement expires or is terminated prior to the complete amortization of the Investment, Garden City Community College shall reimburse Great Western, on the expiration date, or within five (5) days after receipt by either party of any notice of termination under this Agreement, the unamortized portion.

If the Investment is made in annual increments of \$10,000, each annual increment will be amortized on a straight-line basis over one year. If needed or agreed upon upgrades exceeded \$10,000 in any given year of the contract, the following year's allotment would be reduced and a buyout clause added to cover those conditions. The final expenditure list would be mutually agreed upon between Great Western and Garden City Community College. Garden City shall own the Investment.

**Meal Plan Options**

19-Meal Plan                      15-Meal Plan                      10-Meal Plan

**Contract Campus Dining Rates:**

<b>NO. OF PARTICIPANTS</b>	<b>19-Meal Plan</b>	<b>15 Meal Plan</b>	<b>10-Meal Plan</b>
<i>331-Above</i>		<i>To Be Negotiated</i>	
<i>316 – 330</i>	<i>\$7.27</i>	<i>\$6.80</i>	<i>\$5.81</i>
<i>301 – 315</i>	<i>\$7.44</i>	<i>\$6.97</i>	<i>\$5.99</i>
<i>286 - 300</i>	<i>\$7.60</i>	<i>\$7.13</i>	<i>\$6.20</i>
<i>271 - 285</i>	<i>\$7.77</i>	<i>\$7.30</i>	<i>\$6.39</i>
<i>256 - 270</i>	<i>\$7.99</i>	<i>\$7.52</i>	<i>\$6.62</i>
<i>241 - 255</i>	<i>\$8.26</i>	<i>\$7.79</i>	<i>\$6.88</i>
<i>226 - 240</i>	<i>\$8.56</i>	<i>\$8.09</i>	<i>\$7.17</i>
<i>211 - 225</i>	<i>\$8.90</i>	<i>\$8.43</i>	<i>\$7.52</i>
<i>196 - 210</i>	<i>\$9.31</i>	<i>\$8.84</i>	<i>\$7.93</i>
<i>181 - 195</i>	<i>\$9.79</i>	<i>\$9.31</i>	<i>\$8.40</i>
<i>166 - 180</i>	<i>\$10.34</i>	<i>\$9.87</i>	<i>\$8.96</i>
<i>151 - 165</i>	<i>\$11.00</i>	<i>\$10.53</i>	<i>\$9.58</i>
<i>136 – 150</i>	<i>\$11.70</i>	<i>\$11.20</i>	<i>\$10.22</i>
<i>149-Below</i>		<i>To Be Negotiated</i>	

**Guarantee of Service Days**

Meal plan rates are based on a minimum of (242) Two Hundred and Forty Two Accounting Days.

**Reduced Meal Rates**

A 10-Meal and 15-Meal Card will be offered for commuters/faculty and staff at the following rates:

*10-Meal Card*    \$36.50

*15-Meal Card*    \$51.50

Meals for College Advisory Boards and meals arranged by Admissions for prospective students and Daycare meals will also be charged at a reduced rate.

*College Advisory Board*            \$3.75

*Admissions' Meals*                \$3.25

*Daycare Meals*                      \$2.50--delivered

**Personnel Dinner**

Great Western will host an annual dinner for all College Faculty, Administrators and Staff at a time designated by the College.

**Casual Meal Rate**

*Breakfast*                              \$3.50

*Continental Breakfast*            \$2.00

*Lunch*                                    \$4.50

*Dinner*                                    \$5.55

*Steak Night/Special Events*    \$6.55

Prices do not include applicable state sales tax.

**Summer Conference and Summer Casual Meal Rates:**

Great Western will honor the established rates for summer business that may have been contracted prior to our tenure on Garden City's campus. During summer session, Great Western will provide food service, Monday through Friday as required at the below rates plus a subsidy of \$300.00 per week to help offset operational costs for low volume serving days during the summer.

<b>Participants</b>	<b>2011 Rates</b>
<i>Breakfast</i>	\$4.39
<i>Lunch</i>	\$5.42
<i>Dinner</i>	\$6.45
<i>Daily Rate</i>	\$16.26

**Courtesy Meal Service**

At all regular boarding meals, no charge shall be made for the following Garden City Community College Administrative personnel:

1. *President*
2. *Executive Dean of Administrative Services*
3. *Dean of Students*
4. *Director of Residential Life*
5. *Residence Hall Supervisor*
6. *Volunteer Coach*
7. *Volunteer Coach*

Any designated guests of any of the above would also be entitled to courtesy meals as well as visiting individuals with equivalent positions from other institutions.

**President's Catering Fund**

Great Western shall provide to the President of Garden City Community College a fund of \$3,000 to be used for catering services at the President's discretion.

**Pepsi Agreement:**

Great Western Dining agrees to comply with all terms of the agreement between Garden City Community College and The Pepsi Bottling Group as it pertains to exclusivity and the dining services.

**Early Athletic and Special Circumstances Meals**

A fixed price of \$12.39 per student per day for Two (2) Meals Per Day, will be charged for students staying in the residence halls and eating in the cafeteria prior to the start of regular board rates. All charges will be for a full day, no partial day meal will be offered on the plan. All meal serving times will be for one hour.

A fixed price of \$16.26 per student per day for Three (3) Meals Per Day, will be charged for students staying in the residence halls and eating in the cafeteria prior to the start of regular board rates. All charges will be for a full day, no partial day meal will be offered on the plan. All meal serving times will be for one hour.

**Monthly Board of Trustees' Meetings**

Great Western Dining will provide at no cost to the college linen for regularly scheduled monthly Board of Trustees' Meetings.

**The Broncbuster Bistro Snack Bar**

Great Western will operate and manage The Broncbuster Bistro Snack Bar on a "break-even" basis for the College. The College agrees to subsidize, in an amount not more than \$10,000 per year, any costs of operations that exceed revenues ("deficit") from the operation of the Bistro. Great Western will submit a monthly accounting of all revenue from cash and non-cash sales, purchases and cost of the operation and shall bill the College for any deficit on a monthly basis based on Great Western's operating calendar. Payments shall be due within fifteen (15) days after the invoice date. The selling prices to be charged in The Broncbuster Bistro shall be determined periodically by mutual agreement of Garden City Community College and Great Western.

**Bistro Bucks**

All meal plan participants will receive a cash value add-on to their plans ("Bistro Bucks"). This charge is not included in the daily rate in the sliding scale. The add-on value will be for use in The Broncbuster Bistro Snack Bar. The College will pay to Great Western the total cost of the Bistro Bucks based on occupancy as of September 1 and February 1. Additional purchases of Bistro Bucks may be made by Meal Plan Participants any time in Twenty-Five Dollars (\$25.00) increments. Any unused Bistro Bucks at the end of any semester shall be forfeited. Bistro Bucks are not transferable from year to year and are not refundable. Bistro Bucks are not eligible for commission to the College.

**Declining Balance Cards**

GCCC Staff may purchase declining balance cards in Twenty-Five Dollar increments (\$25.00). These cards may be used in the Cafeteria or in the Broncbuster Bistro Snack Bar. These cards do not expire and are not eligible for commission to the college.

**Advance Board Bill**

Great Western will submit an invoice of one (1) month average anticipated board cost to Garden City Community College by July 1 of the corresponding year. Garden City Community College will need to pay this invoice by August 1. The advance board bill will begin to be credited back to the Institute during the third week in March each year.

**Guarantee of Rates and Fees**

All rates and fees proposed to Garden City Community College and any other financial arrangements related to the dining service operation and contained in this proposal will be maintained and guaranteed by Great Western for a period of TWELVE (12) FULL MONTHS from the date Great Western commences operations.

Subsequent year's board rates shall be negotiated with the College and shall not increase by more than the Consumer Price Index "Food Away From Home", for all urban consumers. However, in the event that legislation or government intervention makes law any increases in minimum hourly rates, mandatory fringe benefits, or state and federal payroll taxes, Great Western will pass these on to Garden City Community College commensurate with the effective date decreed.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

**Garden City Community College:**

**Great Western Dining Service, Inc.:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Fred L. Pfeiffer

Title: \_\_\_\_\_

Title: Chair, GCCC Board of Trustees