

Negotiated Agreement

Approved by the
Board of Trustees of Garden City Community College
and
GC3 Educators

For the school year 2018-19

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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 GC3 Educators, a professional employees' organization as defined by K.S.A. 72-2218, and amendments thereto.
- 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. PROFESSIONAL EMPLOYEE Professional Employee, as defined by K.S.A. 72-2218, and amendments thereto.
- G. FULL TIME PROFESSIONAL EMPLOYEE A Professional Employee who teaches 30 credit hours or 42 contact hours during a base contract year.
- H. BARGAINING UNIT The Bargaining Unit is defined as including full-time Professional Employees hired in an instructional capacity.
- I. TEMPORARY INSTRUCTOR An employee not on continuing contract; hired only as needed and paid a flat rate per credit hour taught.
- J. INITIAL PLACEMENT SCHEDULE A matrix, consisting of various levels and ranges, used to facilitate initial salary placement of new Professional Employees. The values in the initial placement schedule will represent a generic 172-day contract.
- K. BASE CONTRACT YEAR The contract year for full time Professional Employees, is composed of one hundred seventy-two (172) days. At least two (2) days will be set aside for in-service.
- L. 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.
- M. 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 Leader.
- N. PROFESSIONAL EMPLOYEE WORKDAY A workday is recognized as part of the Professional Employee's contracted days of work during which no classes are conducted. The work tasks accomplished will be at the discretion of each Professional Employee. Professional Employees will be available to students for advising.

- O. COURSE LOAD A base load for Professional Employees consists of 30 credit hours per year or 42 contact hours per year. Course load will be analyzed by first calculating credit hours. If a Professional Employee does not meet minimum credit hour expectations (15 credit hours per semester) contact hours will be calculated. When a Professional Employee meets load utilizing contact hours (21 contact hours per semester), the contact hour method will be used for base contract calculation.
Contact hours will be calculated based on the number of actual Professional Employee/student contact hours each week.
- P. PROFESSIONAL EMPLOYEE AND DEPARTMENTAL EXPECTATIONS While every discipline has its own job expectations that are specific to the discipline, the expectation of every Professional Employee is to work with his/her department to meet the Departmental Teaching, Leadership and Service Expectations. See Appendix A for Job Expectations for Professional Employees.
- Q. 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. The Fair Market Value factor shall be applicable to a department and not to a specific Professional Employee.
- R. COURSE APPROVAL The Curriculum Committee, made of up of a majority of Professional Employees, along with the appropriate instructional Vice President will meet to discuss any additions, deletions or changes in credit programs and classes by following the Course Approval procedure.
- S. OVERLOAD Credit hours in excess of 15 credit hours per semester or 30 credit hours per year or contact hours in excess of 21 contact hours per semester or 42 contact hours per year.
- T. NON-TENURED PROFESSIONAL EMPLOYEE A Professional Employee, for whom the provisions of K.S.A. 72-2253 through K.S.A. 72-2258, and amendments thereto, do not apply, as set forth in K.S.A. 72-2260.
- U. TENURED PROFESSIONAL EMPLOYEE A Professional Employee, for whom the provisions of K.S.A. 72-2253 through K.S.A. 72-2258, and amendment thereto, apply, as set forth in K.S.A. 72-2260.

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 Professional Employees; to discipline, reprimand, suspend or discharge Professional Employees for just cause; to lay off and recall Professional Employees; to determine workload, office hours, qualifications for advancement, assignment of work; to select Professional Employees (including Division Leaders and appropriate Vice President following the review of recommendations, if any, from concerned Professional Employees); to conduct administrative evaluation of Professional Employees; to extend contracts; to determine the number of Professional 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 Professional 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 Regulations

- 1) Initial Placement on Schedule - Administration will determine the amount of teaching experience and academic qualifications of new Professional Employees to establish initial salary placement. The criteria used to determine initial placement can be found in Appendix B.
- 2) Credit for Attendance at Approved Workshops/Seminars and College Classes - A Professional Employee may request that attendance/participation at approved workshops/seminars and college classes be considered for credit that will result in an increase in that Professional Employee's salary. The following provisions will govern all requests:
 - a) To receive credit, the proper application form must be completed/submitted and approved by the Vice President of Instruction or designee, in advance of the Professional Employee's attendance at the workshops/seminars and college classes.
 - b) Credit for approved workshop/seminar attendance will be considered on the basis of clock hours, with fifteen (15) clock hours of attendance being considered as the equivalent of one (1) credit hour. College classes will be based on credit hours as determined by the credit-granting institution.
 - c) All workshops/seminars or college classes relating to the Professional Employee's professional development or at the request of the College will be eligible for approval.
 - d) A Professional Employee may submit application for salary increase, in minimum increments of six (6) credit hours or ninety (90) clock hours, pursuant to the policy of the College. The Professional Employee will receive a salary increase of \$630. A maximum of six (6) credit hours may be submitted per year. Verification of attendance must be turned in with the application for salary increase.
- 3) Presentation at Off-Campus Workshops/Seminars/Professional Conferences – Professional Employees who present at approved off-campus workshops/seminars/professional conferences may be paid an amount up to Five Hundred Dollars (\$500), with the amount to be determined by the Professional Employee and the Vice President of Instruction or his designee.
- 4) Should a Fair Market Value Factor be applied to hire a new Professional Employee, the president of GC3 Educators shall be informed. A Fair Market Value factor is specific to a department, not a Professional Employee. Should a Professional Employee receiving a Fair Market Value factor transfer to a department where a Fair Market Value factor is not applied, the Professional Employee will not receive the Fair Market Value factor applicable to the Professional Employee's prior department.
- 5) Special Provision.
For 2018-19 school year:
 - a) If a determination is made by the Board that an increase in compensation is to be made to College staff, all Professional Employees will be entitled to the same percentage increase in compensation. The percentage increase will be calculated as a percentage of all Professional Employees' 2017-18 school year base salaries and market value.
 - b) The same percentage will be added to the Professional Employee Initial Placement Schedule.

- c) The Board warrants that the following Professional Employees will receive the following compensation annually in addition to their base salary.

Devin Wackerla	\$ 7,881.00
Kurt Wenzel	\$ 7,881.00

- d) If a determination is made by the Board that a favorable change in benefits is to be made to College staff, Professional Employees will be entitled to the same change.
e) The term of this Agreement shall be for one (1) year.

Section B. Reserved

This Section is reserved for future use.

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. Supplemental assignments may require work outside the base contract.
3. The annual pay for the Division Leader supplemental assignment will be for the 2018-19 school year only, with the annual pay for subsequent years to be determined prior to the 2019-20 school year.

Activity	Annual Pay
Division Leader	\$6,500
Gallery Director	\$3,850
Head Coach/Sponsor – Competition Team & Honor Society (CJ, Kansas Collegiate Quiz Bowl, Forensics, Meats, PTK)	\$3,850
Assistant Coach/Sponsor – Competition Team & Honor Society (CJ, Kansas Collegiate Quiz Bowl, Forensics, Meats, PTK)	\$2,200
Head Sponsor (SIFE/DECA/BPA)	\$1,650
Mentor (per mentorship, per semester)	\$550
Faculty Senate President	\$3,300
Coordinator Personal and Career Development	\$2,200
EMST Accreditation Coordinator	\$4,950
Student Publication/Media Coordinator	\$7,500
Drama Director for Musical Production	\$2,500
Pit Director for Musical Production	\$1,650
Vocal Director for Musical Production	\$1,100
Choreographer for Musical Production	\$550
Jazz Festival	\$550
Theater Technical Director	\$3,850
Writing Center Coordinator	\$3,300

Section D. Overload Pay

Overload will be paid at the rate of \$600 per credit hour or \$410 per contact hour over the Professional Employee's base contract requirement.

Section E. Summer School/Winter Session Classes

The amount paid to a Professional Employee for summer school classes will be \$800 per credit hour. The amount paid to a Professional Employee for winter session classes will be \$600 per credit hour. The amount above will be paid per credit hour unless summer or winter session classes are needed to meet the base contract.

Section F. 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.

Section G. Tuition Waiver

Full-time Professional Employees, their dependent children, and their wives/husbands, have the privilege of attending credit courses at the 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 H. On-Campus Non-Credit Instruction

Professional Employees may choose to teach on-campus non-credit classes, workshops/seminars. The hourly rate per contact hour will be determined on a per class, workshop/seminar basis taking into consideration factors such as need for the class, workshop/seminar, complexity of topic, course preparation and any other relevant factors.

Section I. College Activities Pass

All Professional Employees may receive a pass, if requested, for each, dependent family member, for all College sponsored activities.

Section J. 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 Leader or the appropriate Vice President. Access to Super Circuit will require that Professional Employees complete a pre- and post-assessment each semester of participation.

Section K. Internet Instruction for Non-EduKan Courses

1. Development Fee for Non-EduKan Courses. A Professional Employee who receives approval from the appropriate Vice President for Internet course delivery will receive a one-time, first-time development fee of \$600 per credit hour upon successful implementation of the course.
2. Payment. The development fee will be paid upon completion of course development, and approval of the course according to College policy.
3. Flex Time. A Professional Employee who teaches a 100% on-line course, will receive flex time equivalent to one (1) hour per semester credit hour per week, up to a maximum of six (6) hours of flex time per semester.

ARTICLE IV - HOURS OF WORK

Section A. Base Contract Year

The Base Contract Year is defined in Article I. At least two (2) days will be set aside for Professional Employee development. Professional Employee development days shall be included on the calendar, if possible. The calendar shall include between twenty-five (25) and twenty-eight (28) days of holidays/breaks, with the actual dates to be determined by the College Calendar Committee. GC3 Educators or designated Professional Employees shall participate in determination of the calendar, along with administrative employees and other College employees.

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) credit hours or 9 contact hours per semester, or two (2) classes totaling six (6) credit hours or 9 contact hours 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 Professional Employee.

Section C. College Classes During College Workday

Professional Employees may take College classes during the College workday with the permission of the Division Leader or appropriate Vice President.

ARTICLE V - PROFESSIONAL EMPLOYEE LOAD

Section A. Professional Workload

- 1) Administrative assignments are calculated at 1 credit hour per 30 contact hours.

Maximum class size shall be decided for each individual course by the Division Leader, Professional Employee and Vice President of Instruction conferring together.

- 2) Overload - In the event a Professional Employee has a professional workload exceeding 15 credit hours or 21 contact hours during a semester or 30 credit hours or 42 contact hours per base contract 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 Vice President only after consultation with the Division Leader 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 as follows:

Fall semester – September, October, November, December & January

Spring semester – February, March, April, May & June

Professional Employees may also 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.

- 3) In the event the workload of a Professional Employee does not meet the minimum credit hour or contact hour requirements 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 Vice President after consultation with the Division Leader 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 Leader and appropriate Vice President. The proposed schedule can be adjusted by the Division Leader and appropriate Vice President 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.
- 4) A student assistant may be requested by the Professional Employee should the workload exceed 18 credit hours 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.
- 5) In all departments the maximum class size shall be decided for each individual course by the appropriate Vice President after conferring with the Division Leader 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.

ARTICLE VI - PROFESSIONAL EMPLOYEE EVALUATIONS

Section A. Tenured Professional Employees

All Tenured Professional Employees 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 Tenured Professional Employee 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 Professional Employee 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. Professional Employees 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 Vice President who will then distribute them back to the respective Professional Employee, and Division Leader or program leader. Student evaluations will be provided to the Professional Employee 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 Vice President will contact the Professional Employee to schedule a class visitation. At the scheduled visitation, the appropriate Vice President, or designee, will observe the Professional Employee. After the visitation, the Vice President will meet with the Professional Employee to review the classroom visitation evaluation. Two copies of the evaluation shall be signed by the Vice President and the Professional Employee with one copy being retained by the Professional Employee and the other copy being submitted to the Human Resources Office to be placed in the Professional Employee's file. The Professional Employee may attach comments to the evaluation and those comments will be included with the evaluation in the Professional Employee's permanent file. The comments must be submitted to the appropriate Vice President 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 Vice President for review. The evaluation will then be signed by the Vice President. Once signed, the evaluation will be submitted along with the administrative evaluation to the Human Resources department for inclusion in the Professional Employee's file.
- c. Administrative Evaluation—The administrative evaluation will be conducted and written by the Vice President in conjunction with the appropriate administrators, program leaders and Division Leaders. The administrative evaluation will include overview of the classroom evaluation, advising evaluation, self-evaluation and peer exchange (if requested by Professional Employee). The administrative evaluation will be reviewed with the Professional Employee by the administration. The administrative evaluation will then be filed in the Professional Employee's file in Human Resources.
- d. All Professional Employee evaluative forms are subject to review or revision by the Student Learning Assessment Team upon written request by the President of the GC3 Educators or the appropriate Vice President.

Section B. Non-Tenured Professional Employees

During each year that a Non-Tenured Professional Employee is employed, the Professional Employee will be evaluated by the appropriate Division Leader and appropriate Vice Presidents. Such evaluation shall be discussed by the Division Leader, appropriate Vice Presidents, and the Professional Employee. The evaluation report will be signed by the Division Leader, the appropriate Vice Presidents, 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 Professional 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 One Hundred Dollars (\$100) per day.

Section B. Workers' Compensation

Workers' compensation coverage and benefits for Professional Employees shall be governed by state statutes, and rules, regulations and policies of the Kansas Department of Labor, Workers' Compensation Division. (Workers compensation laws of the State of Kansas can be found at K.S.A. 44-501, et seq., and the Kansas Department of Labor, Workers Compensation Division, website.)

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

Professional 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 Vice President, 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 Professional Employee at the time the leave was granted. The Professional Employee will sign a contract for the ensuing academic year at the same time as other Professional Employees, 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 years' 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 Professional 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 Professional 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 Professional Employee and the President. Such negotiations shall be subject to the approval of the Board.

Section G. Paid Sabbatical Leave

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

1. Eligibility for Sabbatical Leave -
Professional Employees shall be eligible for two (2) semesters of sabbatical leave after six (6) years of full-time continuous service at the College. Those eligible must submit an application for sabbatical leave to the President according to dates established in paragraph 3 - Application Process.
Sabbatical leave is not cumulative. For example, a Professional Employee with twelve (12) years of service is not eligible for two (2) consecutive sabbatical leaves. Any Professional Employee taking sabbatical leave for any duration will not be eligible for consideration for another sabbatical leave for six (6) years following completion of the current sabbatical leave.

2. Considerations in the granting of Sabbatical Leave -

Sabbatical leaves will be considered for a Professional Employee to pursue an approved degree program or other appropriate study, that requires a residency and/or a full time face-to-face load, to do research and/or publication, to pursue appropriate post-doctoral work, to travel in areas related to the Professional Employee's teaching assignments, or to participate in approved work experience.

The President shall be vested with the authority to grant or deny any application for sabbatical leave. The President shall consult with the appropriate Vice President, Dean, and Division Leader when considering a request for sabbatical leave.

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 to the President.

The President shall consider and act upon requests for sabbatical leave, and the President shall promptly notify the Professional Employee of approval or disapproval of the request. If an application for sabbatical leave is approved, the Professional Employee shall have thirty (30) days after the President's approval to submit, in writing, to the President, a final decision concerning the sabbatical leave. If the Professional Employee fails to accept the sabbatical leave within such thirty (30) day period, the request for sabbatical leave shall be considered withdrawn.

4. Terms of the Sabbatical Leave -

A sabbatical leave may last one (1) semester or two (2) consecutive semesters, but shall not exceed two (2) consecutive semesters.

The Professional Employee granted a sabbatical leave will be required to sign an agreement that the Professional Employee will return to the College from sabbatical leave and teach for four (4) consecutive semesters thereafter. Breach of the agreement will obligate the Professional Employee for repayment of salary and fringe benefits paid by the College during the sabbatical leave, due on the date the Professional Employee fails to return to the College for the next semester. 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 Professional Employee will be required to make repayment, prorated on a semester basis according to the amount of the four (4) semesters remaining. The Professional Employee will have no obligation to repay any remaining fractional portion of the four (4) semesters if terminated or nonrenewed by the College.

Compensation for a two (2) semester sabbatical leave shall be 0.5 times the annual contract rate and for a single semester sabbatical leave 1.0 times one (1) semester's rate, based on the Professional Employee's salary. The compensation will be paid monthly during the duration of the sabbatical leave.

Life insurance, health insurance, 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 other Professional Employees.

If a Professional Employee is on sabbatical leave during one (1) semester and teaches at the College during the other semester of an academic year, the half (1/2) year taught will count in determining number of years of teaching experience.

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

ARTICLE VIII - EARLY RETIREMENT PROGRAM

Section A. Group Health Care Benefits for Retirees

A Professional Employee of the 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 Professional Employee.

1. Eligibility- A Professional Employee is eligible for early group health care benefits if such Professional 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 the College; and
 - e. Is eligible for unreduced KPERS retirement benefits and will participate in KPERS retirement.
 - f. 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; and
 - ii. Professional Employees currently employed who have twenty (20) or more years of full-time employment with the College, as of July 1, 2012.

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

2. Application - A Professional Employee may apply for early group health care benefits by giving written notice to the President of the College. Such written notice by the Professional Employee shall be submitted on or before the first day of April 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 the College;
 - f. the number of years the applicant has been continuously covered by the group health insurance plan sponsored by the College.

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 Professional 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 the 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 Professional 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 Professional Employees who were on the program prior to the non-adoption will continue on the program until the Professional Employee reaches age 65.
- c. After the early retiree reaches age 65 the early retired Professional 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. A Professional 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 Professional Employee to pay any required monthly health insurance premiums above and beyond the College contribution will terminate the retired Professional Employee's right of continued participation in the College sponsored group health insurance plan.
- f. A Professional 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 Professional 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 the 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 the College are eligible to receive a Tuition Waiver for the College courses. Retirees taking classes through EduKan will receive a waiver equal to the College 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 Professional 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 (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 Professional Employee. Plan benefits and participation regulations are contained in the Plan, and are subject to Federal laws and regulations.

Section B. IRC 403(b) Contribution Package

Professional Employees may at their individual discretion take part in a matching 403(b) Tax Sheltered Plan as generally outlined by the following:

1. A requirement of a \$50 contribution by the Professional Employee.
2. The College will match the \$50 contribution of the Professional Employee.
3. To receive matching funds, a Professional Employee is required to invest in the College 403(b) plan.

Each participating Professional Employee, in addition to the base salary, and if appropriate, from other types of salaries, will receive a \$50 per month contribution to a 403(b) account.

Section C. 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 the College. The health insurance benefit will be single, low option. Effective September 2016, Professional Employees will receive a monthly benefit of \$525.00 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/her Division Leader within ten (10) days after the Professional Employee is aware of possible violations of the Agreement and discuss such issues with his/her Division Leader.
2. If the matter is not resolved through the Informal Procedure set forth in Step 1, the Professional Employee (grievant) may file a formal grievance in writing stating in detail the facts of which the grievant 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 Vice President. A copy of all grievances shall be forwarded to the appropriate administrator. The Association shall be notified at the time a grievance is filed.

The grievant may discuss the problem with the appropriate Vice President and may present information or oral argument in support of the same. The appropriate Vice President may also hear other information or oral argument. The appropriate Vice President or grievant may request an advisory opinion from the Professional Employees 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 Vice President. The appropriate Vice President 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 Vice President 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 Vice President 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 Constitutions and laws of the United States and the State of Kansas.

ARTICLE XI – NONRENEWAL AND TERMINATION OF CONTRACTS

Section A. Tenured Professional Employees

1. Grounds - The grounds for the nonrenewal of a Tenured Professional Employee's contract, and the causes for termination of a Tenured 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 Professional 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 nonrenewal and termination of the contracts of Tenured Professional Employees provided in K.S.A. 72-2251 through K.S.A. 72-2260, et seq., and amendments thereto, shall be incorporated into this Agreement by reference.

Section B. Non-Tenured Professional Employees

The nonrenewal of a Non-Tenured Professional Employee's contract, shall be governed by K.S.A. 72-2251 and K.S.A. 72-2260, and amendments thereto.

Section C. Reduction in Force

1. In the event the Board determines a reduction in force is necessary, the order of nonrenewal or termination, by category of employment, shall be the following:
 - 1st – Temporary Instructors;
 - 2nd – Non-Tenured Professional Employees; and
 - 3rd – Tenured Professional Employees.

In the event the Board is required to reduce the number of Tenured Professional Employees, the appropriate Vice President, Dean and Division Leader shall use the following procedure to determine recommendations for reduction in force.

- a. If certain courses or programs are eliminated, Professional Employees who are not properly qualified to teach the remaining courses shall be released first. Qualifications to be considered shall include education, experience and the administrative evaluations required by Article VI Section A. (2). That Professional Employee's credentials will be reviewed to determine if he/she is qualified to teach in another area. In the event two (2) 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 Professional Employee’s last date of hire, excluding any prior reductions in force, not to exceed sixteen (16) months as set forth in subsection Recall, below. This shall be computed at one (1) point per each year of service at the College.
 - 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: one (1) point for an Associate’s degree; two (2) points for each industry certification that is specific to the Professional Employee’s discipline; four (4) points for Bachelor’s degree; six (6) points for Master’s degree; eight (8) points for MFA or doctorate degree.
 - iii. The highest number of graduate credit hours, approved workshops, additional certification hours or advancements beyond the degree, or industry certification in subparagraph ii above, in the teaching area of the Professional Employee; one (1) point for each fifteen (15) graduate credit hours or two hundred twenty-five (225) workshop clock hours.
- b. If the above summation results in a difference of five (5) points or less, the appropriate Vice President, Dean and Division Leader may base their recommendation on administrative evaluations of the Professional Employees being considered for the reduction in force.

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 Professional 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.

Section D. Cancellation of Contract/Liquidated Damages

Any Professional Employee who is under contract with the College will be released from that contract only by formal action of the Board when the resignation is deemed to be in the best interest of the College. The Professional Employee 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 filling 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 shall not be required to release a Professional Employee 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.

Notwithstanding the statutory date for notice of resignation by a Professional Employee set forth in K.S.A. 72-2251, and amendments thereto, this section shall control assessment of liquidated damages.

At the same time the Professional Employee requests a release from the Professional Employee's contract, the Professional Employee 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 Professional Employees 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 Professional Employee 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. A Professional Employee 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 Professional Employee.

A Professional Employee 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. New Professional Employees shall be determined to be under contract once a signed contract has been received by the College.

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

ARTICLE XII – NON-TENURED STATUS

Section A. Non-Tenured Professional Employees

The non-tenured status of Professional Employees shall be governed by K.S.A. 72-2260, and amendments thereto.

DURATION OF AGREEMENT

The Board of Trustees of Garden City Community College and GC3 Educators, as representative of The Garden City Community College Professional Employees, as defined in K.S.A. 72-2218, enter into this Negotiated Agreement covering the terms and conditions of professional service for the 2018-19 school year.

APPROVAL

This Negotiated Agreement was ratified by a majority vote of the Professional Employees of GC3 Educators on the 27th day of April, 2018.

This Negotiated Agreement was ratified by a majority vote of the members of the Board of Trustees of Garden City Community College on the 8th day of May, 2018.

This Negotiated Agreement is approved by the parties on the 8th day of May, 2018.

BOARD OF TRUSTEES OF GARDEN CITY COMMUNITY COLLEGE

Approved By:

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

By _____
Steven Martinez, Chairperson

GC3 EDUCATORS

Approved By:

Phil Hoke, Chief Negotiator
GC3 Educators

By _____
Phil Hoke, President

APPENDIX A – JOB EXPECTATIONS FOR PROFESSIONAL EMPLOYEES

These descriptions serve as a guide for the types of activities expected of Professional Employees. 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 (Professional Employees, 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 INITIAL PLACEMENT

Base Salary (BS)

\$42,820 Base Salary

Degree Factor (DG)

0.91 Bachelor Degree (Academic) / Industry Certification (Technical)
1.00 Master Degree (Academic) / High Level Industry Certification (Technical)
1.11 MFA (Academic) / Master Degree (Technical)/ Specialized fields
1.22 Doctorate Degree

* Specialized fields will be at the discretion and approval of administration

Years of Experience Factor (YE)

1.0 per year of post-secondary teaching experience
0.75 per year of K-12 teaching experience
0.5 per year of full-time work related experience / graduate assistant teaching
 experience / adjunct teaching experience

* *Up to 20 years of prior teaching experience will be considered for initial placement*

* *Full-time work related experience will be considered for initial placement*

* *Years of experience for placement will be determined by the Vice President of Instruction*

* ***Years of Experience Factor not to exceed \$12,600.00***

Graduate Hours Beyond Degree Factor (DE)

Number of graduate credit hour beyond any degree

**Up to 30 graduate hours beyond current degree will be considered for initial placement*

Placement Formula

$((\$42,820 \times DG) + YE \times 630 + DE \times 105) \times FMV$