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ABSTRACT

This document presents the instructional agreement of West Shore Community College for 1973-74. The agreement covers responsibilities and privileges of faculty members, employment conditions, working conditions, professional compensation, professional development, faculty evaluation, and other provisions (waiver procedures, staff reduction). (PG)

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L. H. BLUMER

*West Shore
Community College
Michigan
Independent
2 year*

ED 086092

INSTRUCTIONAL

AGREEMENT

1973 - 74

U.S. DEPARTMENT OF HEALTH,
EDUCATION & WELFARE
NATIONAL INSTITUTE OF
EDUCATION

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TABLE OF CONTENTS

- ARTICLE I: RECOGNITION
- ARTICLE II: RESPONSIBILITIES AND PRIVILEGES OF FACULTY MEMBERS
- A. Responsibilities and Privileges of Faculty Members
 - 1. Faculty Participation
 - 2. Academic Freedom
 - 3. Personnel File
 - B. Use of College Facilities
 - C. Deduction of Dues
- ARTICLE III: EMPLOYMENT CONDITIONS
- A. Education and Experience Required
 - B. Term Appointment
 - C. One-Year Appointment
 - D. Continuing Appointment
 - 1. Duration
 - 2. Notice
 - 3. Reappointment
- ARTICLE IV: WORKING CONDITIONS
- A. Teaching Load
 - B. Preparation Loads
 - C. Academic Year
 - D. Librarians and Counselors
 - E. Faculty Senate President
 - F. Sabbatical Leave

Table of Contents - continued

ARTICLE IV: WORKING CONDITIONS (continued)

- G. Illness Absence
- H. Sick Leave
- I. Bereavement Leave
- J. Absence for Accident or Injury
- K. Leave of Absence
- L. Extended Time Assignments
- M. Travel Allowance
- N. Supervision and Interns

ARTICLE V: PROFESSIONAL COMPENSATION

- A. Compensation 1973 - 74
 - 1. Pay Schedule
 - 2. Pay Formula
 - a. overload rate formula
 - b. extra preparation formula
 - c. contact hour formula
 - 3. Summer School Pay Formula
 - a. credit hour classes
 - b. nurse education
 - 4. Salary Guide
 - a. phase I
 - b. phase II
- B. Benefits
 - 1. Long-term Disability Insurance
 - 2. Term Life Insurance
 - 3. Hospitalization
 - 4. Tuition and Student Service Fees

Table of Contents - continued

ARTICLE V: PROFESSIONAL COMPENSATION (continued)

C. Summer Term Contracts

ARTICLE VI: PROFESSIONAL DEVELOPMENT

ARTICLE VII: FACULTY EVALUATION

ARTICLE VIII: OTHER PROVISIONS

A. The Agreement and the Law

B. Waiver Procedures

C. Effective Dates

D. Staff Reduction .

1. Demotion

2. Staff Reduction

E. Duplication of Agreement

SIGNATURE PAGE

ARTICLE I: RECOGNITION

- A. The Board of Trustees of West Shore Community College, hereinafter referred to as the Board, recognizes the West Shore Community College Faculty Senate, hereinafter referred to as the Senate, as the collective bargaining agent for all members of the West Shore Community College full-time instructional faculty, counselors and librarians, in matters of professional compensation, benefits and working conditions. The more general term "Faculty" shall hereinafter refer to all full-time professional staff members of the College inclusive of Senate members.
- B. This agreement shall supersede any existing rules, regulations, or practices of the Board or the Administration which shall be contrary to or inconsistent with its terms. No changes shall be made in this agreement except after good faith negotiation and agreement between the Board and the Faculty Senate.
- C. The Faculty Senate recognizes that the Board has the responsibility and authority to manage, supervise, and direct in behalf of the public all of the operations and activities of the College to the full extent authorized by law.

ARTICLE II: RESPONSIBILITIES AND PRIVILEGES OF FACULTY MEMBERS

- A. Responsibilities and Privileges of Faculty Members
 1. Faculty Participation

Faculty members will share, as equally as possible, the responsibility of sponsoring student groups, serving as chaperones, participating in registration advising students serving on committees and working on divisional projects.
 2. Academic Freedom
 - a. Subject to the adequate performance of his academic (teaching) duties, the teacher is entitled to full freedom in research and in the publication of the results. However, West Shore Community College, as a public community college, makes no special provision for research by staff members other than institutional analysis beneficial to West Shore Community College and such other circumstances as covered by Board Policy #2057.

2. b. The teacher is entitled to freedom in the classroom in discussing his subject, but he should be careful not to introduce into his teaching controversial matter which has no relation to his subject. Limitations of academic freedom, because of its public agency characteristics (included in the mandates of the Constitution for the State of Michigan) and specific aims as a community college shall be clearly stated in writing at the time of the appointment.
 - c. The community college teacher is a citizen, a member of a learned profession, and an officer of an educational institution. When he speaks or writes as a citizen, he should be free from institutional censorship or discipline, but his special position in the community imposes special obligations. As a man of learning and educational officer, he should remember that the public may judge his profession and his institution by his utterances. Hence he must at all times be accurate, exercise appropriate restraint, show respect for the opinions of others, and make every effort to indicate that he is not an institutional spokesman.
3. Personnel File
 - a. By the close of the fall quarter it is the responsibility of the faculty member to include in his personnel file evidence of graduate educational accomplishment and relevant work experiences as well as evidence of a satisfactory TB examination.
 - b. Each faculty member shall have the right, upon request to the President or his designee, to see the contents of his own personnel file, the only exclusion being confidential employment credentials. This file shall include only records of education and employment, plus the last written annual evaluation of the faculty member.

3. c. The faculty member shall be free to add to his own file any materials from a professional source he feels should be included in his personnel file.

d. No materials shall be added to the file unless the faculty member has been notified of such insertion. He will be given an opportunity to examine these materials and will have an opportunity to reply, in writing, for insertion in his personnel file if he so chooses.

B. Use of College Facilities

Faculty members shall be entitled to use such college facilities and equipment as they are entitled to use in the normal performance of their duties, subject to availability. Further, the Senate Executive Committee shall be entitled to receive reasonable personnel support for its official business. The Senate shall pay the direct cost of materials, supplies and personnel time consumed in carrying on its official business.

C. Deduction of Dues

Faculty Senate members may elect to pay their Senate membership dues through payroll deduction. An election must be made by the last Friday in September or within thirty (30) days of the beginning of their employment if their employment begins after September 1. The election shall be made by submitting an individually signed authorization to the business office. The deduction shall consist of an annual fee beginning with the first pay period in October or a quarterly fee deducted in the second pay period of each quarter.

ARTICLE III. EMPLOYMENT CONDITIONS

A. Education and Experience Required

A graduate degree is preferred, or its equivalent in experience related to the area of instruction.

B. Term Appointment

All faculty members shall initially receive a four-year term appointment which can be terminated or renewed annually. If the term appointment is not to be renewed the faculty member shall be notified in writing prior to February 15, and he shall be entitled to consultation with the president. Nothing in this statement precludes the granting of a continuing appointment at any time during the probationary period. During the term appointment, faculty members shall demonstrate effective teaching and contribute to the growth and development of the college.

C. One-Year Appointment

Temporary positions may be filled by a one-year appointment, (sabbatical replacements, sick leave replacements, special programs staff).

D. Continuing Appointment

1. Duration

After the satisfactory completion of the probationary period, the faculty member shall be granted a continuing appointment which shall be in effect for an indefinite period and shall be terminated only due to program or budget curtailment, physical or mental incapacity, retirement or for reasonable and just cause. Just cause shall consist of inadequate performance of duties, misconduct or gross violation of college policies and then only after proper notice and full opportunity to be heard in accordance with the Board Policies.

2. Notice

A faculty member must announce his intent to discontinue his service with the college in the next academic year prior to April 1. After June 1, the faculty member may discontinue his service only by mutual consent of the Board and faculty member.

3. Reappointment

Any faculty member with a continuing appointment whose services are terminated because of a necessary reduction in personnel, shall be appointed to the first instructional vacancy for which he is qualified.

A. Teaching Load

The instructional load shall be 15-16 equated hours per term, (45-48 equated hours per academic year)

1. The instructional load, defined as the maximum number of equated hours for which an instructor shall be accountable within the academic year, may be extended by one equated hour in any given term providing the total for the academic year does not exceed 48 equated hours.
2. Instructional overload shall commence when the equivalent of 17 equated hours per quarter is exceeded or the equivalent of 48 equated hours per year is exceeded, whichever first occurs.
3. The compensated instructional overload per quarter shall not be applicable in the calculation of the yearly accountable load.

B. Preparation Loads

1. Lecture sessions equate hour for hour.
2. Art studio, science laboratory and other activity oriented sessions equate two-thirds to one; viz. a three (3) hour laboratory session equate to two (2) hours of faculty load time.
3. Faculty preparations, within the quarterly load, will be limited to:

a. DIVISION OF COMMUNICATIONS

Preparational Load: A maximum of 12 13 credit hours.

b. DIVISION OF HUMANITIES AND FINE ARTS

Preparational Load: 1 - 7 credits of lecture and 4 sections of practicum
8 -11 credits of lecture and 3 sections of practicum
12 -15 credits of lecture and 2 sections of practicum
16 credits of lecture and 0 sections of practicum

h. DIVISION OF PUBLIC SERVICES - NURSING EDUCATION
 Preparational Load: 30 contact hours per week reduced
 by one hour for each hour of lecture

i. DIVISION OF TECHNOLOGIES

Preparational Load: 1 - 4 credits lecture and 4
 Traditional Teaching practicum or laboratory sections
 5 - 7 credits lecture and 3
 practicum or laboratory sections
 8 -11 credits lecture and 2
 practicum or laboratory sections
 12 credits lecture and 0
 practicum or laboratory sections*

Preparational Load: 1 - 2 hrs. lecture and 20 hrs. lab.
 Turn Teaching 3 - 4 hrs. lecture and 17 hrs. lab.
 5 - 6 hrs. lecture and 14 hrs. lab.
 7 - 8 hrs. lecture and 11 hrs. lab.
 9 -10 hrs. lecture and 8 hrs. lab.

*in any course when lecture and labs are listed by separat numbers the teaching load shall be 12 credit hours lecture and 1 practicum.

4. The preparational load may be extended by one additional cour preparation providing all of the following conditions are met:
- The average institutional class size is less than twenty
 - The average class size of the instructor is less than fifteen
 - The additional preparation is within the instructional load.

C. Academic Year

The academic year shall cover ten consecutive months, starting with August and ending in May and shall cover such period as is included in the official academic calendar as published in the college catalog.

D. Librarians and Counselors

Librarians and Counselors shall have an eleven (11) month contract providing for twenty-five (25) working days of vacation.

E. Faculty Senate President

The instructional load of the Faculty Senate president will be reduced by two quarter hours each quarter of the academic year. This two credit hour reduction will not affect preparation loads.

F. Sabbatical Leave

Any faculty member who has rendered service to the college for at least six (6) consecutive years may (upon the recommendation of the president of the college) be granted a leave of absence not to exceed one (1) year for the purpose of permitting study or travel which will benefit the college and permit the instructor to give enriched instruction to the students of the college.

Time spent on sabbatical leave shall count as regular service and shall not interrupt the instructor's progress on the salary schedule.

While on sabbatical leave, the instructor shall receive two-thirds ($2/3$) of his regular salary; provided he signs an agreement to return to the college at the beginning of the next academic year and remain for at least one (1) full year or refund the salary while on such leave.

No more than five (5) percent of the certified employees of the college may be granted sabbatical leaves at one time.

In case more applications are received than can be granted, precedence shall be in order of seniority and/or date of application.

G. Illness Absence

Faculty members absent from assigned duties for illness, quarantine or accident reasons may be granted additional days of sick leave with full pay beyond that to which the certified person normally is entitled, if the administration deems it appropriate. Not later than the board meeting following the granting of additional days of sick leave, the board, in an executive session will be informed of this action and the determination will be made at that time as to the extent of the additional sick leave days which will be granted.

H. Sick Leave

Faculty members upon accepting a contractual position with the college, shall be entitled to five days of sick leave; additional sick leave shall accumulate at the rate of one day for each month of service to a total of sixty-six days. The five day sick leave shall be included in the total of sixty-six days.

I. Bereavement Leave

Upon proper notice to the administration a faculty member shall be entitled to three days leave of absence without loss of salary for the death of any member of his immediate family. The immediate family shall be considered to include the faculty member and spouse and their grandparents, parents, siblings, children and grandchildren, and other persons under exceptional circumstances having lived with them a period of years. Additional bereavement leave, not to exceed three (3) days may be granted by administration and will be deducted from the employees accumulated sick leave account.

J. Absence for Accident or Injury

A faculty member who is entitled to compensation insurance benefits due to accident or injury sustained in the performance of his assignment may receive his regular salary less the amount of compensation insurance benefits for the period of his accumulated sick leave. For the period of absence in excess of the amount of his accumulated sick leave, he shall receive the compensation benefits only.

K. Leave of Absence

Leaves of absence, other than sabbatical leaves, may be granted by the Board of Trustees to members of the faculty without pay or benefits. Such leaves shall not exceed one (1) year in duration except that in case of emergency the Board may consider requests for longer periods.

L. Extended Time Assignments

No faculty member shall be required to teach more than one class which meets after 6:30 p. m. or on Saturday in any given term. Nor shall any faculty member be assigned Saturday classes in successive terms. This provision voided if the instructor can not be assigned a normal load. Faculty hired for evening positions will not be assigned classes prior to 12:30 p. m.

A. Teaching Load

The instructional load shall be 15-16 equated hours per term, (45-48 equated hours per academic year)

1. The instructional load, defined as the maximum number of equated hours for which an instructor shall be accountable within the academic year, may be extended by one equated hour in any given term providing the total for the academic year does not exceed 48 equated hours.
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 - b. The average class size of the instructor is less than fiftee
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C. Academic Year

The academic year shall cover ten consecutive months, starting
with August and ending in May and shall cover such period as is
included in the official academic calendar as published in the
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D. Librarians and Counselors

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Time spent on sabbatical leave shall count as regular service and shall not interrupt the instructor's progress on the salary schedule.

While on sabbatical leave, the instructor shall receive two-thirds ($2/3$) of his regular salary; provided he signs an agreement to return to the college at the beginning of the next academic year and remain for at least one (1) full year or refund the salary while on such leave.

No more than five (5) percent of the certified employees of the college may be granted sabbatical leaves at one time.

In case more applications are received than can be granted, precedence shall be in order of seniority and/or date of application.

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Faculty members absent from assigned duties for illness, quarantine or accident reasons may be granted additional days of sick leave with full pay beyond that to which the certified person normally is entitled, if the administration deems it appropriate. Not later than the board meeting following the granting of additional days of sick leave, the board, in an executive session will be informed of this action and the determination will be made at that time as to the extent of the additional sick leave days which will be granted.

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Faculty members upon accepting a contractual position with the college, shall be entitled to five days of sick leave; additional sick leave shall accumulate at the rate of one day for each month of service to a total of sixty-six days. The five day sick leave shall be included in the total of sixty-six days.

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J. Absence for Accident or Injury

A faculty member who is entitled to compensation insurance benefits due to accident or injury sustained in the performance of his assignment may receive his regular salary less the amount of compensation insurance benefits for the period of his accumulated sick leave. For the period of absence in excess of the amount of his accumulated sick leave, he shall receive the compensation benefits only.

K. Leave of Absence

Leaves of absence, other than sabbatical leaves, may be granted by the Board of Trustees to members of the faculty without pay or benefits. Such leaves shall not exceed one (1) year in duration except that in case of emergency the Board may consider requests for longer periods.

L. Extended Time Assignments

No faculty member shall be required to teach more than one class which meets after 6:30 p. m. or on Saturday in any given term. Nor shall any faculty member be assigned Saturday classes in successive terms. This provision voided if the instructor can not be assigned a normal load. Faculty hired for evening positions will not be assigned classes prior to 12:30 p. m.

M. Travel Allowance

In driving to off-campus teaching assignments, faculty members will be compensated at a rate of 20¢ per mile if using their own vehicle, or 10¢ per mile if using a college car. The mileage will be computed as the round trip distance to the teaching station from the campus itself or from the faculty member's home, whichever is shorter. This schedule to go into effect when the instructor's load is in excess of fourteen (14) equated hours.

N. Supervision of Internships

Supervision within internship programs shall not constitute an extra preparation, but shall be added in the teaching load as follows:

One-quarter ($\frac{1}{4}$) credit hour per student intern.

ARTICLE V: PROFESSIONAL COMPENSATION

A. Compensation 1973-74

1. Pay Schedule

Either twenty-two or twenty-six equal pays on an every-other Friday basis corresponding with the regular college payroll dates (44 or 52 weeks). Prior to the beginning of the contractual year, each faculty member will notify the business office on an individual authorization form as to his election of either twenty-two or twenty-six pays.

2. Pay Formula

Overloads and extra preparations will be avoided through careful scheduling, selectiveness of course offerings, the employment of more full-time faculty and the securing of well qualified part-time staff.

a. Overload Rate Formula

Credit hour load x instructor's pay x 1/60;

Overload in excess of forty-eight equated hours will be payable in lump sum at the second pay period of spring quarter. Overloads in excess of seventeen equated hours in any quarter will be paid at the end of the quarter in which the overload occurs. Any hours for which overload compensation is received in fall or winter quarters will not be counted in the annual forty-eight hour maximum load requirement calculated in the spring quarter.

2. b. Extra Preparation Formula

Acceptance will be at the individual instructor's choice compensation for an overload related to an extra preparation will be calculated by the following formula; compensation for each preparation will be \$175 per course hour (within the quarter load as defined in Article IV-A) payable in lump sum at second pay period of each quarter.

c. Contact Hour Formula

In those divisions specifically indicated, any faculty member exceeding the contact hours limit will be compensated \$175 per contact hour.

3. Summer School Pay Formula

a. Credit hour classes

$$\frac{\text{Equated Credit Hour Load} \times \text{Contractual Salary}}{48}$$

b. Nurse Education

$$\text{Per Diem} = \frac{\text{Contractual Salary}}{185}$$

4. Salary Guide

a. Phase I

At the beginning of the fall quarter the faculty will receive the appropriate step increase to which they are entitled under the current salary schedule.

A. COLUMN	0	1	2	3	4	5	6
STEP	B.A. or Voc.Cert. Only	B.A. + 30 including Masters	B.A. + 45 including Masters	B.A. + 60 including Masters	B.A. + 75 including Masters	B.A. + 90 including Masters	Doctor.
1	\$ 7,420	\$ 8,240	\$ 8,860	\$ 9,480	\$10,090	\$10,810	\$11,540
2	7,830	8,650	9,370	9,970	10,610	11,330	12,150
3	8,240	9,060	9,890	10,510	11,120	11,740	12,670
4	8,650	9,480	10,400	10,920	11,640	12,360	13,290
5	9,060	9,890	10,800	11,330	12,150	12,870	13,800
6	9,480	10,300	11,330	11,840	12,670	13,390	14,420
7	9,890	10,700	11,840	12,360	13,180	13,900	15,040
8	10,300	11,120	12,360	12,870	13,700	14,520	15,550
9	10,700	11,540	12,870	13,390	14,210	15,040	16,170
10	-	11,840	13,390	13,900	14,730	15,350	16,480
11	-	-	13,900	14,420	15,140	15,760	16,890
12	-	-	-	14,930	15,450	16,070	17,300

4. b. Phase II

The faculty will receive an additional amount which is to be determined by applying an \$8,600 base to the index distribution of the salary schedule. In no case however, will any person receive more than a \$1,000 raise during the 1973-74 school year, unless that raise is associated with a horizontal movement on the salary schedule. Those persons held back by the \$1,000 limit would in the following year, move to the appropriate salary on the new salary schedule. Payment of the increase would not begin until January 18, 1974, but will be equal to the total amount that would have been paid had the increase occurred in the fall. In addition, those faculty involved in summer school would receive an adjustment on their summer school pay to bring it in line with the new salary schedule.

All payments under Phase II will apply only if the school is able to levy an additional millage above the current 1.5 mills.

B. COLUMN	0	1	2	3	4	5	6
STEP	B.A. or Voc.Cert. Only	B.A.+ 30 including Masters	B.A.+ 45 including Masters	B.A.+ 60 including Masters	B.A.+ 75 including Masters	B.A.+ 90 including Masters	Doctorate
1	\$ 7,740	\$ 8,600	\$ 9,288	\$ 9,890	\$10,492	\$11,266	\$12,040
2	8,170	9,030	9,804	10,406	11,094	11,868	12,642
3	8,600	9,460	10,320	11,008	11,610	12,212	13,244
4	9,030	9,890	10,836	11,438	12,126	12,900	13,846
5	9,460	10,320	11,266	11,868	12,642	13,416	14,362
6	9,890	10,750	11,868	12,384	13,244	14,018	15,050
7	10,320	11,180	12,384	12,900	13,760	14,534	15,738
8	10,750	11,610	12,900	13,416	14,276	15,136	16,254
9	11,180	12,040	13,416	14,018	14,792	15,738	16,856
10		12,384	14,018	14,534	15,394	15,996	17,200
11			14,534	15,050	15,824	16,426	17,630
12				15,566	16,168	16,770	18,060

B. Benefits

1. Long-term disability insurance
2. Term life insurance:

1st year * None	3rd year	\$ 10,000
2nd year \$5,000	4th year	15,000
Other years		15,000

*the individual may elect to pay premiums for up to \$15,000 coverage in any or all years.
3. Hospitalization program including major medical for every faculty member.
4. Tuition and student service fees exemption for staff member, spouse or a dependent of staff members.

C. Summer Term Contracts

In an effort to insure due consideration for both faculty and institutional concerns relative to the staffing of summer term courses, the following steps will be employed:

1. Course offerings will be posted prior to spring quarter registration
2. Faculty will declare their availability to teach during the summer.
3. A conditional contract for course(s) will be issued to the faculty by the end of April.
4. The cancellation of a contract by the 20th day before the summer term will void the conditional contract without penalty.
5. The cancellation of a contracted course after the above date will result in mandatory compensation calculated by the following formulas:
 - a. Cancellation of a part of the conditional contract will result in no penalty for those courses deleted.
 - b. Complete cancellation of the conditional contract will result in the faculty member receiving compensation equal to 20% of the contract.

ARTICLE VI: PROFESSIONAL DEVELOPMENT

- A. Faculty members shall be encouraged to develop individual Professional Development Plans which will enhance their own professional competency and the effectiveness of their service and contribution to West Shore Community College.

- B. To be considered for movement from one salary guide column to another column all courses must have prior administrative approval and be of direct value to instructor's field and/or non-teaching assignments.
- C. The faculty member shall receive an adjustment in his base salary in the quarter following completion of a professional development plan.

ARTICLE VII: FACULTY EVALUATION

It is assumed that each new faculty member is already competent in his field or has the ability to become competent, thus the emphasis by the Board, through the administration, shall be on helping him improve. Because the primary purpose of evaluation is the improvement of performance, its use in deciding whether to retain or release a member of the faculty shall not be considered until after careful and dedicated effort by responsible members of the faculty to assist him has shown that the faculty member is not improving or is improving so slowly that it is doubtful whether he can gain the competency necessary for a continuing appointment. The procedure to be used in evaluation shall be developed cooperatively by a committee of faculty and administration. The intent is to provide several consultations between the faculty member and his immediate supervisor or other appropriate faculty member. A final written evaluation statement shall be placed in the faculty member's personnel file, and the faculty member shall also be provided a copy.

ARTICLE VIII: OTHER PROVISIONS

- A. The Agreement and the Law
If any provision or application of this Agreement to any faculty member shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

B. Waiver Procedures

No faculty member shall waive any provisions of this contract without written consent of the faculty negotiation committee.

C. Effective Dates

This agreement shall be effective as of the first Monday following the close of the contract year, June 18, 1973, and shall continue in effect until the close of the next academic year.

D. Staff Reduction

1. Demotion

No faculty member shall be demoted from status or salary. A change in duty may not be assigned without consent of the faculty member.

2. Whenever it is necessary to decrease the size of the instructional staff because of insufficient funds or substantial decrease of student population, the Board, upon recommendation of the president, may cause the necessary number of faculty members beginning with those serving term appointments, to be placed on leave of absence, without pay or benefits, but only in inverse order of their appointments within disciplines.

- a. When circumstances shall be appropriate, each faculty member placed on leave of absence as aforementioned shall be reinstated in inverse order of his placement on leave of absence.
- b. The college shall be responsible to the employee placed on involuntary leave for reinstatement over the following time periods:

one or two years employment at WSCC	-two years
three or four years employment at WSCC	-three years
five or more years employment at WSCC	-five years

The former employee shall be responsible for notifying the college of his continuing interest for reinstatement by notifying the college each year, by April 1, of his wish to return.

- c. Such reemployment shall not result in loss of status or credit for previous years of service.

2. d. No new appointments shall be made while there are available faculty members on leave of absence and who are qualified to fill the vacancies unless such faculty members shall fail to advise the president within fifteen (15) days from date of notification by the president of positions available.
3. Summer school is excluded from the above procedure for staff reduction.

E. Duplication of Agreement

Copies of this Agreement shall be duplicated at the expense of the college and presented to all instructional faculty now employed or hereafter employed, and shall be made available for the perusal of prospective instructional faculty.

This Agreement shall be effective as of June 18, 1973 and shall continue in effect until the close of the next academic year.

BOARD OF TRUSTEES

By C. W. Yaskie

By Larry J. Bradford

By Sam W. Kauer

By [Signature]

By Robert S. Bradley

FACULTY

By Gerald E. Swendor

By John R. Jeffers

By Harry C. Caldwell

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