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**MEMORANDUM OF UNDERSTANDING BETWEEN  
FLORIDA SOUTHWESTERN STATE COLLEGE  
AND  
FLORIDA SOUTHWESTERN STATE COLLEGE FACULTY FEDERATION**

This is a Memorandum of Understanding concerning the agreement between the Florida SouthWestern State College, FL (hereinafter "College") and the Florida SouthWestern State College Faculty Federation (hereinafter "Union").

**WHEREAS**, the College and Union have a Collective Negotiations Agreement (CNA) in effect from July 1, 2016 to June 30, 2019, and

**WHEREAS**, The College and the Union signed an MOU on August 10, 2016 that stated: "In the event that no change occurs in the academic structure and Department Chairs and/or Program Coordinators are retained, the FSW Faculty Federation and the College will meet to negotiate terms for Section 6.10 and 6.11. Agreement shall be in the form of an MOU." and,

**WHEREAS**, no changes were made to the academic structure and Department Chairs and Coordinators have been retained.

**NOW, THEREFORE**, for and in consideration of the mutual promises to each other, as hereinafter set forth, the parties hereto do mutually agree as follows:

1. The language in the attached addendum will update the current contract.

**IN WITNESS WHEREOF**, the authorized representatives of the parties have executed this Agreement on May 4, 2017.

Florida SouthWestern State College  
Faculty Federation

By: Eleanor Bunting

Title: FSW-FF Chief Negt.

Florida SouthWestern State College

By: Susan Bronati

Director of Human Resources

52 **Section 8 – Department Chairs**  
53

54 The FSWFF and the Administration agree that the role of the Department Chair is a full-time commitment  
55 to the department. Additional compensated duties (either reassign time or stipend) for a Department  
56 Chair may be granted by agreement of the FSWFF and the College.  
57

58 **Section 8.11 Department Chairs**  
59

60 Chairs work from the beginning of the faculty duty days during the academic year. The Provost will provide  
61 training for first-time Chairs as well as continuing administrative professional development training for  
62 continuing Chairs. Only full-time faculty on continuing contract are eligible for the position of Chair. In  
63 those rare cases of few eligible continuing contract faculty in a department, the Provost may authorize  
64 eligibility for non-continuing contract faculty. A part-time instructor may be appointed only if there is not  
65 a qualified full-time faculty members available or willing to accept the assignment. Chairs report to the  
66 appropriate Academic Dean.  
67

68 **8.11.1 Election of Department Chairs**  
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70 Approximately one-third of the Chairs will be elected each year for three year terms. All full-time  
71 faculty will be eligible to vote for a Chair in their department of assignment. The Provost will maintain a  
72 list of the primary department of assignment for all full-time faculty. In the final year of the three year  
73 term between March 1<sup>st</sup> and March 22<sup>nd</sup> prospective candidates must submit a memo of nomination to the  
74 Provost citing qualifications for the position of Chair. The Provost will select the eligible candidates for  
75 election and will provide the most senior member of the department not nominated for consideration by  
76 March 31<sup>st</sup> a sample ballot containing the names of all acceptable candidates for the position of department  
77 Chair. In programs where accreditation standards have specific requirements for faculty leadership,  
78 nominees must meet those requirements. In cases where faculty who have been nominated but not included  
79 on the ballot, a letter of explanation will be provided by the Provost to that faculty member. The most  
80 senior member of the department not nominated for consideration will conduct an election by secret ballot  
81 for at least 5 business days between April 1 and April 15<sup>th</sup>. Results of the election will be sent to the Provost.  
82 All appointments shall be effective August 1<sup>st</sup> and will continue for three years culminating on July 31<sup>st</sup> of  
83 the third year. A faculty member may only be elected for two consecutive terms. The Provost may approve  
84 a faculty member serving for more than two consecutive terms.  
85

86 **8.11.2 Temporary/Extended Vacancy of Department Chair**  
87

88 Any vacancy in the position of Chair shall temporarily be filled by appointment of the Provost until  
89 the next election cycle. In the event of a temporary vacancy of more than two weeks but less than twelve  
90 weeks in the position of Chair, the Provost may appoint a temporary Chair to serve until the Chair is able  
91 to resume his/her duties. If it becomes apparent that any vacancy will be in excess of twelve (12) weeks, a  
92 special election will be held as soon as reasonably possible in the manner described in Section 8.11.1 to  
93 elect a temporary Chair to serve until the Chair is able to resume his/her duties or the end of the Chair's  
94 term.  
95

96 **8.11.3 Evaluation of Department Chair**  
97

98 Each Chair will be evaluated annually by February 15<sup>th</sup>, by the Dean and Provost on the  
99 performance of their administrative duties. Faculty will evaluate the Chair using an assessment instrument  
100 aligned with the related job duties. Evaluations will contain a summative measure of Exceeds  
101 Requirements, Meets Requirements, or Does Not Meet Requirements. The Provost may decide to remove