

**MEMORANDUM OF UNDERSTANDING  
CONCERNING DEPARTMENT CHAIRS AND PROGRAM DIRECTORS**

Pasco-Hernando State College and the United Faculty of Florida, representing the employees in the bargaining unit established in PERC Certification 1930, hereby enter into this Memorandum of Understanding Concerning Department Chairs and Program Directors. Following negotiations concerning the terms and conditions for Department Chair and Program Director positions for the 2019-2020 Academic Year, the parties have agreed as follows:

1. Assignments to Department Chair and to Program Director shall be in the exclusive discretion of PHSC administration. Department Chair and Program Director appointments are annual appointments, with no expectation of reappointment beyond the annual appointment. Department Chairs and Program Directors are subject to release from the position during the year if determined by PHSC administration to be in PHSC's best interests.

2. **Department Chairs:**

- a. Department Chairs receive an annual supplement in the amount of \$5,000.
- b. Department Chairs are required to teach the same minimum number of courses as required of full-time faculty. To enable sufficient devotion to additional Department Chair responsibilities, Department Chairs are permitted to teach only one overload course while serving as Chair with the approval of the Academic Dean and Vice President of Academic Affairs/College Provost. This overload course is considered a privilege and may be revoked at any time if it is determined that it is interfering with the performance of the duties of the Chair.
- c. The assignment of job duties to the Department Chair shall be the exclusive province of PHSC administration. However, Department Chairs will not be responsible for evaluating dual enrollment faculty under the jurisdiction of the West Campus for the 2019-20 Academic Year and Department Chairs shall only be involved in an advisory capacity in handling master course scheduling and the schedule of the West Campus for the 2019-2020 Academic Year.

3. **Program Directors:**

- a. The five current Department Chair assignments in the Division of Workforce Development, Career and Technical Education will be retitled as Program Directors.
- b. Program Directors in the Division of Workforce Development, Career and Technical Education receive an annual supplement of \$5,000, with no release time.
- c. The two previous Program Director assignments in the Aviation Programs within the Division of Workforce Development, Career and Technical Education will be combined into one position, and the annual supplement for that position shall be increased from \$3,000 to \$5,000.

- d. The annual supplement for the Program Director of Cybersecurity and the Program Director of Engineering Technology within the Division of Workforce Development, Career and Technical Education will be increased from \$3,000 to \$5,000.
- e. The Program Directors in the Division of Nursing and Health Programs, with the exception of the three Program Directors in the technical health programs, receive an annual supplement of \$3,000, with one course release time. The Program Directors in the technical health programs within the Division of Nursing and Health Programs received an annual supplement of \$3,000, with a 30-hours per semester (Fall and Spring) release time.
- f. In the event co-Program Directors are assigned, the annual supplement and release time will be divided and apportioned to the co-directors.
- g. In rare circumstances, the Academic Dean may approve a Program Director to teach one overload course in a given semester. In the event, that no adjunct faculty are available to teach, the Academic Dean may approve a Program Director to teach more than one overload course per semester.

4. The parties agree that nothing in this Memorandum shall preclude either party from presenting proposals concerning Department Chair or Program Director positions during ongoing or future collective bargaining negotiations. However, neither party commits that it will agree to any particular proposal and nothing in this Memorandum shall be construed as requiring an agreement. Any impasse regarding a negotiable issue will be resolved pursuant applicable law and the impasse resolution procedure outlined in Chapter 447 of the Florida Statutes.

5. In the event that the parties have not reached a collective bargaining agreement at the end of the annual appointments of the Department Chairs and Program Directors for Academic Year 2019-2020, this Memorandum shall constitute the status quo for purposes of continuing negotiations, absent a mutual written agreement or amendment to the contrary. Notwithstanding, PHSC retains the management right to eliminate the Department Chair and Program Director positions and assign all duties to a non-bargaining unit administrator should it elect to do so for Academic Year 2020-2021, subject to any impact bargaining obligation.

**For the United Faculty of Florida,**



5/23/19  
Date

**For Pasco-Hernando State College,**



5/23/19  
Date