

**CONTRACT OF EMPLOYMENT FOR  
NON-ADMINISTRATIVE PERSONNEL ON CONTRACT**



STATE OF FLORIDA  
COUNTY OF LEE

THIS CONTRACT is entered into between the District Board of Trustees of Florida SouthWestern State College, Florida, hereinafter called the Board, and \_\_\_\_\_, hereinafter called the Employee. In consideration of the mutual agreements, covenants, terms and conditions herein contained, the parties agree as follows:

1. The Board agrees to employ the Employee and the Employee agrees to accept the position of **POSITION** at Florida SouthWestern State College ("College") for the period beginning **DATE** and ending **DATE**, and to pay the Employee for services rendered not less than **\$AMOUNT** annually in semi-monthly installments.

2. The Employee is required to perform those services specified in the official Job Description, incorporated herein by reference, which Job Description is subject to amendments from time to time. The Board, the President, or the President's designee, may transfer, assign, or reassign the Employee to an alternate position within the College provided the services required are determined by the Board, the President, or the President's designee, to be in the best interests of the College, and the salary shall remain unchanged for the remainder of the contract year in which the reassignment is made.

3. The Employee agrees to perform those services required for the aforementioned position, or of an alternate position if reassignment is deemed necessary, in a location designated by the Board, the President, or the President's designee, and agrees not to be absent from duty without authorized leave or released from this contract by the Board. In the event the services have not been completed on the final day of this contract term, the Board may withhold the last month's salary until the duties have been performed to the satisfaction of the Board, the President, or the President's designee.

4. If the Employee is employed in a special project or grant, which is terminated or the funds available for the grant or special project are reduced or eliminated, this contract may, in the sole discretion of the Board, be terminated, and the employee shall not perform, or be entitled to be paid for, services rendered after the termination date.

5. The College may suspend or dismiss the Employee for cause described herein, pursuant to law, and/or College policy. In addition, the College may terminate this contract in the event of insufficient legislative funding, a reduction in force deemed necessary by the College, reorganization, reduction or elimination of program(s), or other financial exigencies. In the event the contract is terminated for any such reason the Employee shall not perform any further services, or be entitled to receive any further compensation, after the effective termination and/or dismissal date.

6. The College may terminate this contract and the employee immediately, at any time, for cause. Cause may include, but is not limited to:

(a) any willful or material failure by the employee to perform the employee's duties or responsibilities under the terms of this contract;

(b) the commission of any fraud, immorality, misconduct in office, insubordination, act of theft, financial dishonesty, or any act which the College in its reasonable judgment determines has a material adverse effect on the College, the College's administration, the College's faculty relations, student relations, public relations or fundraising efforts;

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(c) a serious and deliberate violation of a state or federal law, rule, regulation, or constitutional provision, or of a Board Policy or College Operating Procedure, which violation may in the judgment of the College adversely reflect upon or adversely affect the College; or

(d) prolonged, chronic, or excessive absences from duty without the College's consent or approval.

7. The parties agree that neither the Employee nor the Board or College owes any further contractual obligation to the other after the contract-ending date set forth in section 1 above, except the Employee's obligation to perform uncompleted duties in accordance with paragraph 3. It is expressly understood that this contract shall not create the expectancy of employment beyond the term of the contract.

8. This contract shall include, and be subject to, all applicable laws and all applicable administrative rules, policies, and procedures, adopted or promulgated by the State Board of Education, the District Board of Trustees at Florida SouthWestern State College, Florida SouthWestern State College, and all other state or local governmental agencies having jurisdiction to take action affecting the operations of this College. Furthermore, this contract shall include and be subject to the right of the Board or College and the governmental bodies to lawfully make modifications, additions, and deletions to those laws, rules, regulations, policies, procedures and guidelines during the term of this contract.

9. The provisions of this Agreement constitute the entire agreement between the parties with respect to the subject matter hereof and no prior or contemporaneous agreement, either written or oral, shall have the effect of varying the terms hereof. All prior agreement(s) shall be of no further force or effect after the effective date hereof. No amendment to this Agreement shall be effective unless reduced to writing, approved by the Board and signed by the parties.

\_\_\_\_\_  
Employee Date

Given under our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2021, at Fort Myers, Florida.

The District Board of Trustees of FLORIDA SOUTHWESTERN STATE COLLEGE, Florida

By \_\_\_\_\_  
Chairman

Attest \_\_\_\_\_  
President

This contract must be signed and returned to the Human Resources office by not later than \_\_\_\_\_.

