

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
BREVARD COMMUNITY COLLEGE  
AND THE UNITED FACULTY OF FLORIDA**

**2009-2012 Collective Bargaining Agreement  
Tenure Committee**

This Memorandum of Understanding is entered into by and between Brevard Community College District Board of Trustees (BCC-BOT) and the Brevard Community College Chapter of the United Faculty of Florida (UFF-BCC). The Parties hereby agree to the following to clarify contract language regarding the tenure committee(s).

Whereas, pursuant to

1. Article 6.16, B.4 and Article 6.16, C, 3 the intent of the Collective Bargaining Agreement (CBA) is that the College and UFF-BCC will mutually develop procedures the Academic Affairs Committee, the Tenure Committee(s) and all their associated sub-committees.
2. Article 6.16, D the President of UFF-BCC, or designee, shall recommend to and consult with the President, or designee, over the appointment of faculty members to the following committees: Tenure (Campus and College-wide), Professional Rank, Sabbatical Leave, Professional Development, Professional Enhancement Plan, Instructional Technology, and Insurance.

Therefore,

3. Article 6.16, D – Committees, section A, 1: For clarity, the name of the College-wide Tenure Committee shall become **Tenure and Professional Development Committee** (hereinafter referred to as TPD). The Campus Tenure Committees, Professional Rank, Professional Development, Professional Enhancement Plan (PEP), and Sabbatical Leave sub-committees shall continue with the names as listed in the contract.
4. Article 11.1 – Tenure, Promotion, and Rank, section B, 3: When more than one faculty member is eligible for tenure on a campus, each tenure candidate shall have a committee comprised of their Department Chair and/or Program Manager (neither of whom shall be chairperson of the committee), and at least three (3) and not more than five (5) faculty members. Faculty members shall be from the discipline of the tenure candidates, or a closely related discipline when adequate numbers of faculty are not available. If necessary, faculty members from the discipline, but from another campus, may be included to fulfill the discipline representation needs. The committee shall select their chairperson.

5. Article 6.16 – Committees, section D: The initial TPD Committee shall be comprised of nine volunteer members. The President of UFF-BCC, or designee, shall recommend one member per campus plus one member from the College at-large. The BCC President, or designee, shall recommend one per campus.
6. TPD Committee Members shall serve three-year terms with one-third of the members appointed each year. However, to facilitate development of the committee, one-third of the members initially shall be appointed to a one-year term, one-third initially shall be appointed for a two-year term, and one-third initially shall be appointed for a three-year term. No campus shall have the terms of both their members ending at the same time.
7. For the 2009-2010 academic year, the tenure timeline as stated in Article 11.1, C shall be modified as needed to permit candidates for tenure who choose to use these procedures to apply for tenure within a reasonable time after the approval of this agreement provided that candidates not approved for tenure are notified by the Administration no later than April 1, 2010.
8. This agreement and understanding shall clarify and apply to all relevant sections of the Collective Bargaining Agreement including, but not limited to, Article 6.16 and Article 11.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed by their duly authorized representatives on this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

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President, UFF-Brevard

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President, Brevard Community College