

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

**Implementation of 2009-2012 Collective Bargaining Agreement**

This Memorandum of Understanding is entered into by and between the 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 timetable for the implementation of the articles, or sections of articles, contained in the proposed 2009-2012 Collective Bargaining Agreement.

1. **Article 6.16 (Committees)** shall take effect on the first workday of the Spring Term 2010, by which time the Parties shall have collaborated in the development of the purposes, goals, structures, membership, manuals or handbooks relating to the contents of Article 6.16.
2. **Articles 8.9 and 8.10 (Instructional Load-Point System)** shall take effect no later than the first contractual workday of the Fall Term 2010, or as soon as is practicable upon the written concurrence of the Parties that any necessary and affordable modifications to the College's data-management infrastructure, including training for staff, have been completed. However, full payment to all full-time faculty for actual instructional time, as defined in the Article, shall take effect immediately upon the ratification of the 2009-2012 Collective Bargaining Agreement, and shall be retroactive to the first workday of the current (2009) Fall Term.
3. **Article 10 (Professional Development)** shall take effect on the first workday of the Spring Term 2010.
4. **Article 9 (Evaluation)** shall take effect on the first workday of the Spring Term 2010.
5. **Article 6.10 (Parking)** shall take effect on the first workday of the Spring Term 2010, or as soon as is practicable upon the Parties' collaboration to review faculty parking needs and analyze the projected costs of modifications to campus properties, signage, or the like, as well as code requirements or other pertinent legal issues pertaining to access to College properties and facilities.
6. **Article 14.1 (Contract Length)** shall take effect immediately upon the ratification of the 2009-2012 Collective Bargaining Agreement, after which, as soon as is practicable, the College administration shall prepare and distribute to full-time faculty members for their individual consideration an Addendum which specifies any contractual change pertaining to Article 14.1.
7. **Articles 11.1 (Tenure) and 11.4 (Rank)** shall take effect immediately upon the ratification of the 2009-2012 Collective Bargaining Agreement, but shall be applied only to full-time faculty members who become employed by the College

after the date of ratification of the 2009-2012 Collective Bargaining Agreement. Full-time faculty members who are currently employed by the College may choose in writing either to adhere to the 2008-09 tenure and/or rank process (i.e., the process currently in effect), or to the 2009-2010 process delineated in the 2009-2012 Collective Bargaining Agreement. Faculty members who may choose to adhere to the 2008-09 tenure and/or rank process (i.e., the process currently in effect) shall forgo eligibility for a monetary stipend for promotion to a higher academic rank during the 2009-2010 academic year.

8. **Appendices A, B, C, D** shall take effect immediately upon the ratification of the 2009-2012 Collective Bargaining Agreement, and shall be retroactive to the first workday of the 2009-2010 academic year. All other Appendices shall take effect on the first workday of the Spring Term 2010.
9. All other sections pertaining to the 2009-2010 academic year in the 2009-2012 Collective Bargaining Agreement, including compensation issues delineated in Article 14, shall take effect immediately upon the ratification of the 2009-2012 Collective Bargaining Agreement, and shall be retroactive to the first workday of the 2009-2010 academic year.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed by their duly authorized representatives on this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

This is to certify that the foregoing agreement was ratified by the required number of members of the covered bargaining unit on or before August 21, 2009.

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Authorized Representative  
UFF-Brevard

This is to certify that the foregoing agreement was ratified by the District Board of Trustees of Brevard Community College.

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Chair, District Board of Trustees  
Brevard Community College