

MEMORANDUM OF UNDERSTANDING

The University of Florida Board of Trustees (hereafter, the "Trustees") and the United Faculty of Florida (hereafter, the "UFF"), hereby agree to the following Memorandum of Understanding on the promotion and tenure process for the College of Engineering.

WHEREAS the Trustees and the UFF are engaged in ongoing collective bargaining negotiations and have agreed to implement tentatively agreed upon provisions addressing the promotion and tenure process, pending final ratification of the complete UFBOT-UFF Collective Bargaining Agreement by the Trustees and by the bargaining-unit faculty; and

WHEREAS the Trustees and the UFF acknowledge that it would be in the interest of all parties to modify the agreed upon process for the College of Engineering for applications submitted during the 2008-2009 academic year; and

WHEREAS the agreed upon tenure and promotion process mandates a narrow range of minimum and maximum number of outside letters of reference that may be requested during the faculty member's tenure and/or promotion application process;

NOW, THEREFORE, the parties agree as follows:

1. With respect to a candidate's application for tenure or promotion in the College of Engineering for the 2008-2009 academic year, the chair shall solicit evaluation of the candidate's research/scholarship/creative activities so that the tenure or promotion dossier contains no fewer than eight and no more than nine letters from qualified scholars in pertinent disciplines outside the University. No less than half of the selected evaluators must come from a list of qualified scholars provided by the candidate. If the extraordinary situation arises where a tenth letter is received, the chair must include all the letters, along with an explanation of why an additional letter exists. All other elements of the tenure and promotion process shall be governed by the tentatively agreed to Article 19, Tenure and Permanent Status, and Article 20, Promotion, as revised on June 20, 2008.

2. The terms of this Memorandum of Understanding apply only to the 2008-2009 academic year. Thereafter, the College of Engineering, like all other colleges in the bargaining unit, shall be governed by terms of the tentatively agreed to Article 19, Tenure and Permanent Status, and Article 20, Promotion, as revised on June 20, 2008.

3. As provided in Sections 19.8(f)(7) and 20.5(f)(7), the faculty of the College of

Approved: Michael Stettin
 For the University of Florida
 Board of Trustees

Approved: Chris Inokye
 For the United Faculty of Florida

Date: July 9, 2008

Date: June 22, 2008

Engineering, like the faculty of all other colleges in the bargaining unit, may change the number of required outside letters by a two-thirds majority vote by secret ballot of the faculty in the college. For the change to apply to applications for tenure or promotion in the 2009–2010 academic year, the vote must be taken no later than March 31, 2009.

4. Neither party shall interpret this Memorandum of Understanding as waiving, nor shall this Memorandum of Understanding be in any way deemed to waive, any collective bargaining rights, except as specifically set forth herein.

5. This Memorandum of Understanding will take effect as of the date signed by the Trustees and the UFF.

6. This Memorandum of Understanding represents the Parties' entire agreement and constitutes a complete understanding between the Parties. The Parties acknowledge that no other contract, promise, or inducement has been made and that accordingly this Memorandum of Understanding cannot be amended or modified without express written consent of both parties.

Approved: Michael Holt
For the University of Florida
Board of Trustees

Approved: Chris Snodgrass
For the United Faculty of Florida

Date: July 9, 2008

Date: June 22, 2008