**Employee Name: ­­­­­­­­­­­­­­­­­­­­­­­­­­­ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ UFID #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**UF/IFAS NINE MONTH FACULTY STATUS AGREEMENT FOR TENURED or TENURE-ELIGIBLE FACULTY**

This UF/IFAS Nine Month Faculty Status Agreement (“Agreement”) is entered into by and between the University of Florida Board of Trustees, (“University”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Employee”). Throughout this Agreement, the University and Employee shall be referred to collectively as “the Parties.”

The Parties hereby agree to the following:

1. IFAS Nine Month Faculty Status Program. This Agreement is entered into pursuant to the UF/IFAS Nine Month Faculty Status Program (the “Program”), the policy for which is attached as Exhibit A to this Agreement (the “Policy”) and incorporated herein by reference. Employee agrees to comply with the employee obligations for the Program as contained in the Policy. The University agrees that if Employee agrees to, complies with, and fulfills the Employee obligations under the Program and this Agreement, the University will convert the Employee’s appointment from a 12-month contract to a 9-month contract in accordance with the Policy. Employees who are on a 9-month contract are expected to perform to the same standards and expectations for academic scholarship as 12-month faculty and are still considered to be 1.0 FTE.
2. Consistent with Employee’s obligation under the Program, Employee agrees to the following:
3. Relinquish 12-Month Employment Status. Employee agrees to and hereby presently voluntarily and irrevocably relinquishes 12-month employment status including any privileges or rights associated therewith. Employee changes to a 9-month employment status effective August 16, 2021, including any privileges or rights associated therewith. Appointment to a 9-month contract will be at the same annual rate of pay as the 12-month contract; each biweekly pay will be adjusted to fit to 19.5 pay periods (as compared to the 12-month contract of 26.1 pay periods).
4. Relinquish Consideration for Discretionary Raises and Payments for 3 years. Effective immediately, Employee agrees to and hereby presently voluntarily and irrevocably relinquishes any claim or right to discretionary salary increases and lump sum payments, including merit increase and payments, through August 15, 2024. If there are across-the-board raises offered to faculty that are funded outside of IFAS, Employee may be considered for such raises.
5. Impact to Effort Reporting and Related Activities. Employee remains responsible for ensuring their effort reporting is appropriately distributed. Employee will work with academic personnel and core offices in their department to budget and identify funding sources to cover the salary associated with the effort performed in any given term.
6. Changes to Vacation Leave. Employees who convert to a 9-month appointment will be paid for up to 200 hours of unused vacation hours. Payment for those hours, if over $5000, will be placed in a tax-deferred account under the Special Pay Plan, a defined contribution plan authorized under Section 401(a) of the Internal Revenue Code. Information about the Special Pay Plan can be found at <http://hr.ufl.edu/benefits/retirement/special-pay-plan/> If the payment is less than $5000, the Employee will receive the payout in the form of a check. The University of Florida has a lifetime maximum of 200 hours of vacation time for payout.
7. Changes to Health Insurance Premiums and Other Benefits. Because nine-month faculty are not guaranteed employment through the summer, the University will double-deduct the cost of health insurance and other benefits during the spring semester of each year. to “pre-pay” Employee’s benefits for the summer months. If Employee has a summer assignment, no further benefit deductions will be made during the summer period.
8. The IFAS Outside Activities Policy Remains Applicable to Employee During Summer. Employee agrees to submit activities in UFOLIO which would take place at any time during the year, including summer. While the conflict of time might not be at issue, the possible conflict of interest must still be reviewed.
9. Changes to Professional Development Leave. Employee will have the opportunity to take professional development leave full pay for one semester or half pay for two semesters, (Fall, then Spring) as approved by IFAS leadership.
10. Employee May opt to Spread 9 Months of Pay to 12 Months through University Program. The Twelve-Month Payment Option is open to all faculty members on a nine-month academic year appointment. It is an optional program designed as a savings method to help bridge the gap between the nine-month work year and the desire to have twelve months of income. The program will hold, in the form of an after-tax deduction, a portion of a nine-month faculty member’s after-tax income and distribute it to them in six equal installments during the summer months. Upon conversion from 12-month to 9-month appointment, Employee will be eligible for this program but must enroll separately. For more information see <http://www.fa.ufl.edu/departments/payroll-tax-services/twelve-month-payment-option-for-nine-month-faculty/>
11. Entire Agreement; Modification. The parties agree that this Agreement is the entire agreement between the parties. This Agreement may not be modified or amended except by a writing signed by all the parties to this Agreement.
12. Time to Consider. Employee agrees that Employee has been advised to consult with an attorney before signing this Agreement, and that Employee has consulted with an attorney prior to executing the Agreement or has freely and voluntarily chosen not to seek such advice. Employee further agrees that Employee has been given a period of up to thirty (30) days within which to consider this Agreement, that if Employee has executed and delivered this Agreement prior to the expiration of those 30 days, Employee does so knowingly, freely, and voluntarily, and without execution of duress.

**THE UNDERSIGNED HAVE CAREFULLY READ THIS AGREEMENT, UNDERSTAND THE CONTENTS THEREOF, AND EXECUTED IT AS THEIR FREE ACT AND DEED.**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Employee Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Employee Printed Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Approval of Unit Leader/Department Chair

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Unit Leader/Department Chair Printed Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Approval of Research and Education Center Director (if applicable)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Research and Education Center Director (if applicable) Printed Name

After consulting with the IFAS administration about the impact of this Employee’s participation in the UF/IFAS Nine Month Faculty Status Program, this Employee is an approved participant.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

J. Scott Angle

Vice President, Agricultural and Natural Resources

On behalf of the University of Florida Board of Trustees

**EXHIBIT A**



**IFAS Nine Month Faculty Status Program**

**Overview**

The IFAS Nine Month Faculty Status Program is voluntary and is available to faculty members who qualify based on the program’s eligibility requirements. This program provides a change for faculty to a nine-month contract in exchange for relinquishing discretionary salary increase opportunities for three years.

**Program Outline**

**I. Eligibility**

An IFAS employee must meet the following requirements to be eligible for the IFAS Nine Month Faculty Status Program.

1. Be in a 12-month tenure-accruing faculty position or be tenured.
2. Have approval from their department chair and, for faculty assigned to Research and Education Centers, approval also from that director.
3. For faculty with a 50% or more Extension appointment, there will need to be support from the IFAS administration in addition to unit leader(s).
4. For faculty with an administrative appointment, there will need to be support from IFAS Administration.

**II. Exclusions**

Faculty members falling into any of the following categories are excluded from participating in the IFAS Nine Month Faculty Status Program.

1. Any employee who has received notice of termination, notice of non-renewal, or cancellation of their employment, or has submitted notice of resignation; or
2. Non-tenure accruing employees; or
3. TEAMS or USPS employees; or
4. OPS (temporary) employees.

**III. Program Details**

1. *Enrollment Period*

The enrollment period will run from March 30, 2021, to May 15, 2021.

1. *Enrollment Completion Deadlines*

To complete the enrollment process, the faculty member must perform the following:

* 1. Obtain approvals from the department chair and other relevant supervisors through their signature at the end of the UF/IFAS Nine Month Faculty Status Agreement for Tenured &Tenure Eligible Faculty.
	2. *Before 5:00 P.M. (EST/EDT), May 15, 2021,* execute the UF/IFAS Nine Month Faculty Status Agreement and return a signed copy to UF/IFAS Human Resources, Diversity & Inclusion with written approvals from chair and other relevant supervisors.
1. *Agreement*

Any faculty member participating in the IFAS Nine Month Faculty Status Program must sign an Agreement in which the faculty member relinquishes the opportunity to receive discretionary increases and lump sum payments, including merit increases and payments, in salary for three years. This executed Agreement must be submitted to UF/IFAS Human Resources, Diversity & Inclusion before 5:00 P.M. (EST/EDT), May 15, 2021.

1. *Permanence of 9 Month Faculty Status*

A faculty member participating in the IFAS Nine Month Faculty Status Program is prohibited from being rehired or reclassified into a 12-month position without specific approval of the Vice President for Agriculture and Natural Resources and Vice President for Human Resources.