

ARTICLE 12
NON-REAPPOINTMENT

12.1 No Property Right. No appointment or assignment shall create any right, interest, or expectancy in any other appointment or assignment beyond its specific terms, ~~except as provided in Articles 8, 13, and 15.~~

12.2 Notice. The provision of notice under this section does not provide rights to a summer appointment beyond those provided in the Appointment Article 8. ~~Summer is not a semester for purposes of this Section. For all the categories below that require continuous service, that continuous service must be within the same salary administration plan.~~

(a) **A&P Employees:** Employees in Administrative and Professional (A&P) E&G positions not described in ~~s~~Sections 12.2(c) or (d) below whose employment the University intends to terminate are entitled to written notice depending on their length of continuous University service in that salary administration plan, as follows, with:

- (1) ~~With less fewer~~ than six months continuous university service, two weeks;
- (2) ~~With six or more~~ months but ~~less fewer~~ than ~~one two~~ years of continuous university service, ~~one month~~ four weeks;
- (3) ~~With one year or longer~~ two years but ~~less fewer~~ than ~~five two~~ years of continuous university service, ~~three months~~ twelve weeks;
- (4) ~~With five two or more~~ years but less fewer than ten years of continuous university service, ~~six months~~ sixteen weeks.
- (5) ~~With ten or more years of continuous university service, twenty weeks.~~

(b) **Multiyear appointments:** Employees who are on multiyear appointments who will not be offered further appointment are entitled to the following written notices:

- (1) For employees in their first ~~seven three (3)~~ years of continuous University service, ~~twelve months~~ six weeks if the employee:
 - (i) will not be continued in his or her multiyear appointment; or
 - (ii) will not be given another appointment.
- (2) For employees with ~~three (3)~~ seven or more years of continuous University service, notice will be given twelve ~~weeks months~~ before expiration of the multiyear appointment term if the appointment will not be renewed.

(c) **"Soft money" C&G appointments:** The University is not obligated to continue employment for employees on C&G appointments (e.g., contracts and grants, sponsored research funds, and grants and donations trust funds) if funds are not available in the contract or grant. Employees If practicable, employees who are on these "soft money" appointments (e.g., contracts and grants, sponsored research funds, and grants and donations trust funds) with seven or more years of continuous University service shall be provided with sixty days' notice. ~~are entitled to the following written notice if they will not be offered further appointment:~~

- (1) ~~For employees in their first five (5) years of continuous University service, no notice need be provided and the following statement shall be included in their employment agreements:~~
~~"Your employment under this contract will cease on the date indicated. No further notice of cessation of employment is required."~~
- (2) ~~For employees who had five (5) or more years of continuous University service as of June 30, 1991, one year;~~
- (3) ~~For other employees with five (5) or more years of continuous University service, ninety (90) days' notice shall be provided contingent upon funds being available in the contract or grant.~~

(d) **Not entitled to notice:** Employees who are appointed for less than one ~~(1)~~ academic year, who are appointed to a visiting appointment, or who are employed in an auxiliary entity are not entitled to

49 notice that they will not be offered further appointment, ~~and the following statement shall be included in their~~
50 ~~employment agreements: “Your employment under this contract will cease on the date indicated. No further~~
51 ~~notice of cessation of employment is required.”~~

52 (e) **Employees not described in (a), (b), (c), and (d) above** are entitled to the following written
53 notice if they will not be offered further appointment:

54 (1) For employees in their first ~~two~~six years of continuous University service, the
55 remainder of a fall, spring, or summer term one full semester (or its equivalent, 19.5 weeks, for employees
56 appointed for more than an academic year six weeks), whichever is greater;

57 (2) Notice period for employees after ~~two~~six or more years of continuous University
58 service, one full semester or 16 weeks, whichever is greater. ~~For employees with two (2) or more years of~~
59 ~~continuous University service,~~

60 ~~———— (a) ——— Notice will be given by August 14 if employment will not be renewed after~~
61 ~~the next academic year (e.g., notice given by August 14, 2016 means no appointment in the 2017-2018~~
62 ~~academic year).~~

63 ~~———— (f) ——— An employee who is entitled to written notice of non-reappointment in accordance~~
64 ~~with the provisions of Section 12.2 who receives written notice that the employee will not be offered further~~
65 ~~appointment shall be entitled, upon may make a~~ written request within twenty ~~(20)~~ days following receipt of
66 such notice, ~~to for~~ a written statement of the basis for the decision not to reappoint. Thereafter, the ~~president~~
67 ~~of university’s~~ representative shall provide such statement within twenty ~~(20)~~ days following receipt of such
68 request. All such notices and statements are to be sent by certified mail, return receipt requested, or delivered
69 in person to the employee with written documentation of receipt obtained.

71 **12.3 Grievability.** An employee who is entitled to receives written notice of non-reappointment may,
72 according to the Grievance Procedures Article ~~20~~, contest the decision because of an alleged violation of a
73 specific term of the Agreement or because of an alleged violation of the employee's constitutional rights.
74 Such grievances must be filed within thirty (30) calendar days of receipt of the statement of the basis for the
75 decision not to reappoint pursuant to Section 12.2(f), or receipt of the notice of non-reappointment if no
76 statement is requested.

78 **12.4 Non-Reappointment Considerations.** ~~If the decision not to reappoint was based solely upon~~
79 ~~adverse financial circumstances, reallocation of resources, reorganization of degree or curriculum offerings~~
80 ~~or requirements, reorganization of academic or administrative structures, programs, or functions, and/or~~
81 ~~curtailment or abolition of one or more programs or functions, the University shall take the following actions~~
82 ~~for those employees not described in section 12.2(d):~~

83 ~~———— (a) ——— Make a reasonable effort to locate appropriate alternative or equivalent employment within~~
84 ~~the University.~~
85 ~~———— (b) ——— If that effort is not successful, the employee shall have recall rights as set forth in Article 13.~~

86 **12.5 Resignation.** An employee who wishes to resign has the professional obligation, when possible, to
87 provide the University with sufficient notice to avoid scheduling and classroom disruptions or, where the
88 employee does not have an instructional assignment, ~~one full semester~~four weeks’s notice. Upon resignation,
89 all consideration for tenure and reappointment shall cease. Insufficient notice may result in an “ineligible for
90 rehire” statement in the employee’s record.

92 **12.5 Payout option.** At the time of or following issuance of a notice of nonrenewal to any employee, the
93 University may elect in its discretion to pay the employee for all or a portion of the notice period, as may be
94 allowed under Florida law. If the University elects this option, it shall pay the employee an amount, less
95 withholding, equal to the salary for that portion of the notice period which the University is paying out, and
96 the employee’s employment shall terminate immediately.