

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 Article 8. Summer is not a semester for purposes of this Section.

(a) A&P Employees: Employees in Administrative and Professional (A&P) E&G positions not described in section 12.2(d) whose employment the University intends to terminate are entitled to written notice depending on their length of continuous University service, as follows:

(1) With less than six months continuous university service, two weeks;

(2) With six or more months but less than one year of continuous university service, one month;

(3) With one year or longer but less than two years of continuous university service, three months;

(4) With two or more years of continuous university service, six months.

(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 three ~~(3)~~ years of continuous University service, twelve months 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)~~ or more years of continuous University service, notice will be given twelve months before expiration of the multiyear appointment term if the appointment will not be renewed.

(c) "Soft money" appointments: Employees who are on "soft money" (e.g., contracts and grants, sponsored research funds, and grants and donations trust funds) 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;

36 (3) For other employees with five ~~(5)~~ or more years of continuous University
37 service, ninety (90) days' notice shall be provided contingent upon funds being available
38 in the contract or grant.

39 ~~(d) — Not entitled to notice: Employees who are appointed for less than one (1)~~
40 ~~academic year, who are appointed to a visiting appointment, or who are employed in an auxiliary~~
41 ~~entity are not entitled to notice that they will not be offered further appointment, and the~~
42 ~~following statement shall be included in their employment agreements: "Your employment under~~
43 ~~this contract will cease on the date indicated. No further notice of cessation of employment is~~
44 ~~required."~~

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

47 (1) For employees in their first two years of continuous University service,
48 one full semester (or its equivalent, 19.5 weeks, for employees appointed for more than
49 an academic year);

50 (2) Notice period for employees after two or more years of continuous
51 University service. For employees with two (2) or more years of continuous University
52 service,

53 (a) notice will be given by August 14 if employment will not be renewed after
54 the next academic or contract year (e.g., notice given by August 14, ~~2016-2019~~ means no
55 appointment in the ~~202017-2018-2021~~ academic year).

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57 (f) An employee who is entitled to written notice of non-reappointment in
58 accordance with the provisions of Section 12.2 who receives written notice that the employee
59 will not be offered further appointment shall be entitled, upon written request within twenty (20)
60 days following receipt of such notice, to a written statement of the basis for the decision not to
61 reappoint. Thereafter, the president or representative shall provide such statement within twenty
62 (20) days following receipt of such request. All such notices and statements are to be sent by
63 certified mail, return receipt requested, or delivered in person to the employee with written
64 documentation of receipt obtained.

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66 12.3 **Grievability.** An employee who receives written notice of non-reappointment may,
67 according to Article 20, contest the decision because of an alleged violation of a specific term of
68 the Agreement or because of an alleged violation of the employee's constitutional rights. Such
69 grievances must be filed within thirty (30) calendar days of receipt of the statement of the basis
70 for the decision not to reappoint pursuant to Section 12.2(f), or receipt of the notice of non-
71 reappointment if no statement is requested.

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73 **12.4 Non-Reappointment Considerations.** If the decision not to reappoint was based solely
74 upon adverse financial circumstances, reallocation of resources, reorganization of degree or
75 curriculum offerings or requirements, reorganization of academic or administrative structures,
76 programs, or functions, and/or curtailment or abolition of one or more programs or functions, the
77 University shall take the following actions for those employees not described in section 12.2(d):

78 (a) Make a reasonable effort to locate appropriate alternative or equivalent
79 employment within the University.

80 (b) If that effort is not successful, the employee shall have recall rights as set forth in
81 Article 13.

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83 **12.5 Resignation.** An employee who wishes to resign has the professional obligation, when
84 possible, to provide the University with sufficient notice to avoid scheduling and classroom
85 disruptions or, where the employee does not have an instructional assignment, one full
86 semester's notice. Upon resignation, all consideration for tenure and reappointment shall cease.

87 12.6 Payout. At the time of or following issuance of a notice of nonrenewal to any employee, the
88 University may elect in its discretion offer to pay the employee for all or a portion of the notice
89 period, as may be allowed under Florida law. If the employee elects selects this option, it the
90 University shall pay the employee an amount, less withholding, equal to the salary, retirement,
91 insurance, Social Security, and other employee benefit programs for that portion of the notice
92 period which that the University is paying out, and the employee's employment shall terminate
93 immediately.