

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. For all the categories below that require continuous service, the service must be in that salary administration plan.~~

(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 in that salary administration plan, as follows:

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

(2) With six ~~or more~~ months but less than ~~one two~~ years of continuous university service, ~~one month~~ four weeks;

(3) With ~~one year or longer~~ two years but less than ~~five two~~ years of continuous university service, ~~three month~~ twelve weeks;

(4) With ~~five two or more~~ years but less than ten years of continuous university service, ~~six month~~ 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 month~~ 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" 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)~~ seven 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)~~ seven or more years of continuous University service, ~~ninety (90)~~ sixty 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 notice that they will not be offered further appointment, 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."

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

(1) For employees in their first ~~two six~~ years of continuous University service, ~~the remainder of a one full semester (or its equivalent, 19.5 weeks, for employees appointed for more than an academic year)~~ six weeks);

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

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

(f) An employee who is entitled to written notice of non-reappointment in accordance with the provisions of Section 12.2 who receives written notice that the employee will not be offered further appointment shall be entitled, upon written request within twenty (20) days following receipt of such notice, to a written statement of the basis for the decision not to reappoint. Thereafter, the president or representative shall provide such statement within twenty (20) days following receipt

of such request. All such notices and statements are to be sent by certified mail, return receipt requested, or delivered in person to the employee with written documentation of receipt obtained.

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

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

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

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

12.5 Payout. An employee may receive a payout (incorporate statute) up to 20 weeks if contract...regulation 3.0122 articulate grounds here. At the time of or following issuance of a notice of nonrenewal to any employee, the University may elect in its discretion to pay the employee for all or a portion of the notice period, as may be allowed under Florida law. If the University elects this option, it shall pay the employee an amount, less withholding, equal to the salary for that portion of the notice period which the University is paying out, and the employee's employment shall terminate immediately.