

1 **ARTICLE 12**

2 **NON-REAPPOINTMENT**

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4 **12.1 No Property Right.** No appointment or assignment shall create any right, interest,
5 or expectancy in any other appointment or assignment beyond its specific terms, except as
6 provided in Articles 8, 13, and 15.

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8 **12.2 Notice.** The provision of notice under this section does not provide rights to a
9 summer appointment beyond those provided in Article 8, Appointments. Employees who
10 are appointed for less than one academic year, or who are appointed to a visiting
11 appointment, are not entitled to notice that they will not be offered further appointment.

12 (a) **A&P Appointments:** Employees in Administrative and Professional (A&P) E&G
13 positions whose employment the University intends to terminate are entitled to written
14 notice depending on their length of continuous University service, as follows, with:

- 15 (1) fewer than six months, two weeks;
16 (2) six months but fewer than two years, four weeks;
17 (3) two years but fewer than five years, twelve weeks;
18 (4) five years but fewer than ten years, sixteen weeks.
19 (5) ten or more years, twenty weeks.

20 (b) **C&G/Auxiliary**^[CP1] **appointments:** The University is not obligated to continue
21 employment for employees on C&G or Auxiliary appointments if funds are not available. If
22 practicable^[CP2], employees who are on these appointments with ~~three~~ five or more years of
23 continuous University service shall be provided with sixty days' notice; ~~employees with five~~
24 ~~or more years of continuous University service shall be provided with ninety days' notice.~~

25 (c)^[CP3] **E&G Appointments:** Employees not described above are entitled to the
26 following written notice if they will not be offered further appointment:

27 (1) For employees in their first three years of continuous University service, the
28 remainder of a fall, spring, or summer term or twelve weeks, whichever is greater;
29 (2)^[CP4] For employees who have three or more years of continuous University
30 service, notice will be given by:
31 a. September 30 if employment will not be renewed after the next academic year
32 (e.g., notice given by September 30, 202~~0~~ means no appointment in the 202~~3~~4-202~~4~~2
33 academic year).

34 b. January 30 if employment will not be renewed for the next academic year.
35 (e.g., notice given by January 30, 2022 means no appointment in the 2022-2023 academic
36 year, but summer 2022 employment may be available).

37 c. May 31 if employment will not be offered after the following fall semester. (e.g.,
38 notice given by May 31, 2022 means no appointment in the Spring 2023 semester.

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40 (d) An employee who is entitled to written notice of non-reappointment may make a
41 written request for the basis for the decision not to reappoint within twenty days following
42 receipt of such notice. Thereafter, the university's representative shall provide such
43 statement within twenty days following receipt of such request. All such notices and
44 statements are to be sent by certified mail, return receipt requested, or delivered in person
45 to the employee with written documentation of receipt obtained.
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47 **12.3 Grievability.** An employee who receives written notice of non-reappointment may,
48 according to Article 20, Grievance Procedures, contest the decision because of an alleged
49 violation of a specific term of the Agreement or because of an alleged violation of the
50 employee's constitutional rights. Such grievances must be filed within thirty calendar days of
51 receipt of the statement of the basis for the decision not to reappoint, or receipt of the notice
52 of non-reappointment if no statement is requested.

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54 **12.4 Resignation.** An employee who wishes to resign has the professional obligation,
55 when possible, to provide the University with sufficient notice to avoid scheduling and
56 classroom disruptions or, where the employee does not have an instructional assignment,
57 four weeks' notice. Upon resignation, all consideration for tenure and reappointment shall
58 cease.

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60 **12.5^[CP5] Payout option.** At the time of or following issuance of a notice of nonrenewal
61 to any employee, the University may elect in its discretion to pay the employee for all or a
62 portion of the notice period, as may be allowed under Florida law. If the University elects
63 this option, it shall pay the employee an amount, less withholding, equal to the salary for
64 that portion of the notice period which the University is paying out, and the employee's
65 employment shall terminate immediately.

66 a. If a 9-month employee has not been offered summer employment at the time of
67 non-reappointment, no summer compensation will be offered.