

1 **ARTICLE 12**

2 ***NON-REAPPOINTMENT***

3 **12.1 No Property Right.** No appointment or assignment shall create any right, interest,
4 or expectancy in any other appointment or assignment beyond its specific terms, except
5 as provided in Articles 8 and 15.

6 **12.2 Notice.** The provision of notice under this section does not provide rights to a
7 summer appointment beyond those provided in Article 8, Appointments. Employees
8 who are appointed for less than one academic year, or who are appointed to a visiting
9 appointment, are not entitled to notice that they will not be offered further
10 appointment.

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

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

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

25 (c) E&G Appointments: Employees not described above are entitled to the following
26 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) For employees who have three or more years of continuous University
30 service, notice will be given by September 30 if employment will not be renewed for the
31 next academic year (e.g., notice given by September 30, 2022 means no appointment in
32 the 2023-2024 academic year).

33 (d) An employee who is entitled to written notice of non-reappointment may make a
34 written request for the basis for the decision not to reappoint within twenty days
35 following receipt of such notice. Thereafter, the university's representative shall provide
36 such statement within twenty days following receipt of such request. All such notices

37 and statements are to be sent by email, certified mail, return receipt requested, or
38 delivered in person to the employee with written documentation of receipt obtained.

39 **12.3 Grievability.** An employee who receives written notice of non-reappointment
40 may, according to Article 20, Grievance Procedures, contest the decision because of an
41 alleged violation of a specific term of the Agreement or because of an alleged violation
42 of the employee's constitutional rights. Such grievances must be filed within thirty
43 calendar days of receipt of the statement of the basis for the decision not to reappoint,
44 or receipt of the notice of non-reappointment if no statement is requested.

45 **12.4 Resignation.** An employee who wishes to resign has the professional obligation,
46 when possible, to provide the University with sufficient notice to avoid scheduling and
47 classroom disruptions or, where the employee does not have an instructional
48 assignment, four weeks' notice. Upon resignation, all consideration for tenure and
49 reappointment shall cease.

50 **12.5 Payout option.** At the time of or following issuance of a notice of nonrenewal to
51 any employee, the University may elect in its discretion to pay the employee for all or a
52 portion of the notice period, as may be allowed under Florida law. If the University
53 elects this option, it shall pay the employee an amount, less withholding, equal to the
54 salary for that portion of the notice period which the University is paying out, and the
55 employee's employment shall terminate immediately.