

1 ARTICLE 12

2 **NON-REAPPOINTMENT**

3
4 **12.1 No Property Right.** No appointment or assignment shall create any right,
5 interest, or expectancy in any other appointment or assignment beyond its specific terms,
6 except as provided in Articles 8,13, and 15.
7

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
10 who 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 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, employees~~ Employees who are on these appointments with three or more years
23 of 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) . Auxiliary appointments. Employees who are on these appointments with three or
26 more years of continuous University service shall be provided with sixty days' notice;
27 employees with five or more years of continuous University service shall be provided
28 with ninety days' notice.

29 (d) Tenured and Tenure Earning Employees.

30 (1) Tenured employee members shall not be terminated except for just cause
31 pursuant to the procedures in Article 16, Letters of Counsel, Disciplinary Action,
32 and Job Abandonment or Article 13 Layoff and Recall.

33 (2) Tenure-accruing Employees. The appointment of a tenure-accruing employee
34 member shall be renewed annually until the end of the tenure probationary period
35 unless:

36 a)) _____ The employee's department or equivalent unit is abolished, or the
37 employee's department experiences a reallocation of resources or reorganization
38 of program offerings or functions that would justify the non-reappointment; or

39 a)b) _____ The employee receives an overall "below expectations" cumulative
40 progress evaluation unanimously from the department, chair, and dean during the
41 review process for two consecutive years.

42 ~~(b)~~(e) **E&G Appointments:** Employees not described above are entitled to the
43 following written notice if they will not be offered further appointment:

44 (1) For employees in their first three years of continuous University service, the
45 remainder of a fall, spring, or summer term or twelve weeks, whichever is greater;

46 (2) For employees who have three or more years of continuous University service,
47 notice will be given by ~~September 30~~ May 7 if employment will not be renewed after the
48 next academic year (e.g., notice given by ~~September 30~~ May 7, 2020-2022 means no

49 appointment in the ~~2021-2023~~-~~2022~~-2024 academic year).

50 ~~(e)(f)~~ An employee who is entitled to written notice of non- reappointment may
51 make a written request for the basis for the decision not to reappoint within twenty days
52 following receipt of such notice. Thereafter, the university's representative shall provide
53 such statement within twenty days following receipt of such request. All such notices
54 and statements are to be sent by certified mail, return receipt requested, or delivered in
55 person to the employee with writtendocumentation of receipt obtained.

56
57 **12.3 Grievability.** An employee who receives written notice of non-reappointment
58 may, according to Article 20, Grievance Procedures, contest the decision because of an
59 alleged violation of a specific term of the Agreement or because of an alleged violation of
60 the employee's constitutional rights. Such grievances must be filed within thirty calendar
61 days of receipt of the statement of the basis for the decision not to reappoint, or receipt
62 of the notice of non-reappointment if no statement is requested.

63
64 **12.4 Resignation.** An employee who wishes to resign has the professional obligation,
65 when possible, to provide the University with sufficient notice to avoid scheduling and
66 classroom disruptions or, where the employee does not have an instructional assignment,
67 four weeks' notice. Upon resignation, all consideration for tenure and reappointment shall
68 cease.

69
70 ~~**Payout option.** At the time of or following issuance of a notice of nonrenewal to any~~
71 ~~employee, the University may elect in its discretion to pay the employee for all or a~~
72 ~~portion of the notice period, as may be allowed under Florida law. If the University elects~~
73 ~~this option, it shall pay the employee an amount, less withholding, equal to the salary for~~
74 ~~that portion of the notice period which the University is paying out, and the employee's~~
75 ~~employment shall terminate immediately.~~