

1 ARTICLE 12

2 **NON-REAPPOINTMENT**

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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.
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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
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 a) **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
22 available. If practicable, employees who are on these appointments with three or
23 more years of continuous University service shall be provided with sixty days'
24 notice; employees with five or more years of continuous University service shall be
25 provided with ninety days' notice.

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

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

30 (2) For employees who have three or more years of continuous University service,
31 notice will be given by September 30 if employment will not be renewed after the next
32 academic year (e.g., notice given by September 30, ~~2020-2022~~ means no appointment in
33 the ~~2021-2023-2022-2024~~ academic year).

34 (c) An employee who is entitled to written notice of non-reappointment may make a
35 written request for the basis for the decision not to reappoint within twenty days
36 following receipt of such notice. Thereafter, the university's representative shall provide
37 such statement within twenty days following receipt of such request. All such notices
38 and statements are to be sent by certified mail, return receipt requested, or delivered in
39 person to the employee with written documentation of receipt obtained.
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41 **12.3 Grievability.** An employee who receives written notice of non-reappointment
42 may, according to Article 20, Grievance Procedures, contest the decision because of an
43 alleged violation of a specific term of the Agreement or because of an alleged violation of
44 the employee's constitutional rights. Such grievances must be filed within thirty calendar
45 days of receipt of the statement of the basis for the decision not to reappoint, or receipt
46 of the notice of non-reappointment if no statement is requested.
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48 **12.4 Resignation.** An employee who wishes to resign has the professional obligation,

49 when possible, to provide the University with sufficient notice to avoid scheduling and
50 classroom disruptions or, where the employee does not have an instructional assignment,
51 four weeks' notice. Upon resignation, all consideration for tenure and reappointment shall
52 cease.

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54 **12.5 Payout option.** At the time of or following issuance of a notice of nonrenewal to
55 any employee, the University may ~~elect in its discretion offer~~ to pay the employee for all
56 or ~~a portion~~ of the notice period, as may be allowed under Florida law. If the University
57 ~~elects and the employee mutually agree to~~ this option, ~~it~~ The University shall pay the
58 employee an amount, less withholding, equal to the salary for that portion of the notice
59 period which the University is paying out, and the employee's employment shall
60 terminate immediately. Employees shall have 14 days after the payout effective date to
61 retrieve employee's property.