

Article 12
NON-REAPPOINTMENT

12.1 No Property Right. No appointment shall create any right, interest, or expectancy in any other appointment beyond its specific terms, except as provided in Sections 13.2 and Article 15.

12.2 Notice.

(a) All faculty members, ~~except those described in (b) below~~, except those described in (b) below, are entitled to the following written notice that they will not be offered further appointment:

(1) For faculty members in their first two (2) years of continuous University service, one semester (or its equivalent, 19.5 weeks, for faculty members appointed for more than an academic year); or

~~(2)~~ For faculty members with two (2) or more years of continuous University service, one year; or

~~(3)~~ For faculty members with Fixed-term Multi-Year Appointments as defined in Article 8.6, notice shall be given as described in that article, but shall not be less than provided in article 12.2(a)(1-2) above.

~~(4) For faculty members who are on “soft money”, e.g., contracts and grants, sponsored research funds, and grants and donations trust funds, who had five (5) or more years of continuous University service as of June 30, 1991, one year.~~

~~(5)~~ The provision of notice under this section does not provide rights to a summer appointment beyond those provided in Article 8.

~~(b) Faculty members who are on “soft money”, e.g., contracts and grants, sponsored research funds, and grants and donations trust funds, except those described in Section 12.2(a)(3), above, are entitled to the following written notice that they will not be offered further appointment:~~

~~(1) For faculty members in their first five (5) years of continuous University service, thirty (30) days notice shall be provided contingent upon funds being available in the contract or grant from which the faculty member’s salary is funded; or~~

~~(2) For faculty members with five (5) or more years of continuous University service, ninety (90) days notice shall be provided contingent upon funds being available in the contract or grant from which the faculty member’s salary is funded.~~

(b) Faculty members who are on “soft money”, e.g., contracts and grants, sponsored research funds, and grants and donations trust funds, except for those described in Section 12.2(a)(3) above, are entitled to the following written notice that they will not be offered further appointment for the “soft money” portion of their appointment:

(1) For faculty members in their first two (2) years of continuous University service, ~~thirty (30)~~ as soon as practicable but no less than ninetythree (9030) days notice shall be provided contingent

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1 upon funds being available in the contract or grant from which the faculty member's salary is
2 funded; or

3 (2) For faculty members with two (2) or more years of continuous University service, as soon
4 as practicable but no less than one hundred eighty (180) ninety (90) days notice shall be
5 provided contingent upon funds being available in the contract or grant from which the faculty
6 member's salary is funded.

7 (ce) Faculty members, except those described in Section 12.2(a)(3) above, who are appointed
8 for less than one (1) academic year, or or who are appointed to a visiting appointment, and faculty
9 members employed in an auxiliary entity, and faculty members employed in an auxiliary entity
10 and faculty members employed in an auxiliary entity, are not entitled to notice that they will not
11 be offered further appointment, and the following statement in (d), below, shall be included in their
12 employment contracts.

13 (d) Faculty members described (c), above, shall have the following statement included in
14 their employment contracts:

15 "Your employment under this contract will cease on the date indicated. No further notice of
16 cessation of employment is required."

17 (de) A faculty member who is entitled to written notice of non-reappointment in accordance
18 with the provisions of Section 12.2 who receives written notice in accordance with the provisions
19 of Article 12.2 that the faculty member will not be offered a further appointment, may request in
20 writing shall be entitled, upon written request within twenty (20) days following receipt of such
21 notice, to a written statement of the basis for the decision not to reappoint. Thereafter, the President
22 or representative shall provide such statement within twenty (20) days following receipt of such
23 request. All such notices and statements are to be sent by certified mail, return receipt requested,
24 or delivered in person to the faculty member with written documentation of receipt obtained.

25 12.3 Grievability. A faculty member who receives written notice of non-reappointment may,
26 according to Article 20, contest the decision because of an alleged violation of a specific term of
27 the Agreement or because of an alleged violation of the faculty member's constitutional rights.
28 Such grievances must be filed within thirty (30) days of receipt of the statement of the basis for
29 the decision not to reappoint pursuant to Section 12.2(e) or receipt of the notice of non-
30 reappointment if no statement is requested. The successful grievant shall be considered to have
31 served continuously for the University from the previous appointment until the reappointment. The
32 successful grievant shall be considered to have served continuously for the University from the
33 previous appointment until the reappointment for the purposes of rights and privileges under this
34 contract such as layoff status, notice of non-reappointment, tenure, sabbatical or development
35 leave. This does not apply to pay (unless awarded by an arbitrator) or employee benefits under
36 Article 17, Leaves or Article 24, Benefits. ; as such, the successful grievant shall be entitled to all
37 rights and benefits related to their continuous service (e.g., layoff status, notice requirements,
38 tenure), with the exception of backpay in the event the grievant obtained comparable employment
39 while the grievance was in process.

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1 12.4 Non-Reappointment Considerations. If the decision not to reappoint was based solely upon
2 adverse financial circumstances, reallocation of resources, reorganization of degree or curriculum
3 offerings or requirements, reorganization of academic or administrative structures, programs, or
4 functions, and/or curtailment or abolition of one or more programs or functions, the University
5 shall take the following actions:

6 (a) Make a reasonable effort to locate appropriate alternative or equivalent employment first
7 within the University; and

8 (b) Offer such a faculty member, who is not otherwise employed in an equivalent full-time
9 position, re-employment in the same or similar position in which previously employed at the time
10 of the non-renewal notice for a period of two years following the initial notice of non-
11 reappointment, should an opportunity for such re-employment arise. For this purpose, it shall be
12 the faculty member's responsibility to keep the University advised of the faculty member's current
13 address and to check the vacancy listings and notify Faculty Relations in the Office of Human
14 Resources if he or she sees a vacancy that he or she is interested in and qualified for. Any offer of
15 re-employment pursuant to this section must be accepted within fifteen (15) days after the date of
16 the offer, such acceptance to take effect not later than the beginning of the semester immediately
17 following the date the offer was made. In the event such offer of re-employment is not accepted,
18 the faculty member shall receive no further consideration pursuant to this Article.

19 12.5 Resignation. A faculty member who wishes to resign has the professional obligation, when
20 possible, to provide the University with at least one semester's notice. Upon resignation, all
21 consideration for tenure and reappointment shall cease.

22 12.6 Notice Document. Notice of appointment and non-reappointment shall not be contained in
23 the same document.

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