ARTICLE 12
NON-REAPPOINTMENT

12.1 No Property Right. No appointment or assignment shall create any right, interest, or expectancy in any other appointment or assignment beyond its specific terms, except as provided in Articles 8 (regarding appointment) and 15 (regarding tenure).

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

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

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

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

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

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

(2) For employees who have three or more years of continuous University service, notice will be given by September 30 if employment will not be renewed for the next academic year (e.g., notice given by September 30, ~~2022~~ 2027 means no appointment in the ~~2023-2024~~ 2028-2029 academic year).

(d) An employee who is entitled to written notice of non-reappointment may make a written request for the basis for the decision not to reappoint within twenty days

following receipt of such notice. Thereafter, the university's representative shall provide such statement within twenty days following receipt of such request. All such notices and statements are to be sent by email, certified mail, return receipt requested, or delivered in person to the employee with written documentation of receipt obtained.

12.3 Grievability. A~~n~~ non-visiting E&G employee who receives written notice of non-reappointment may, according to Article 20, Grievance Procedures, contest the decision because of an alleged violation of a specific term of the Agreement or because of an alleged violation of the employee's constitutional rights. Such grievances must be filed within thirty calendar days of receipt of the statement of the basis for the decision not to reappoint, or receipt of the notice of non-reappointment if no statement is requested.

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

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