

ARTICLE 13
NON-REAPPOINTMENT AND RESIGNATIONS

13.1 No Property Right. No appointment shall create any right, interest, or expectancy in any other appointment beyond its specific terms, except as provided in the Layoff and Recall Article, Section 35.2 and Tenure Article, Section 20.1(b).

13.2 Notice.

- (a) The following faculty members are entitled to the following written notice that they shall 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);
 - (2) For faculty members with two (2) or more years of continuous university service, one (1) year;
 - (3) For faculty members who are on “soft money,” e.g., contracts and grants, sponsored research funds, and grants and donations trust funds, and who had five (5) or more years of continuous university service as of June 30, 1991, one (1) year;
 - (4) For faculty members who are on “soft money.” e.g., contracts and grants, sponsored research funds, and grants and donations trust funds, and who had five (5) or more years of continuous university service (but not as of June 30, 1991), ninety (90) days (contingent upon funds being available in the contract or grant).
- (b) The following faculty members are not entitled to notice that they shall not be offered further employment.⁴
 - (1) Faculty members who are appointed for less than one (1) academic year;
 - (2) Faculty members who are appointed to a visiting appointment;
 - (3) Faculty members employed in an auxiliary entity;
 - (4) Faculty members who are on “soft money,” e.g., contracts and grants, sponsored research funds, and grants and donations trust funds, who are in their first five (5) years of continuous service.
- (c) Faculty members who are not entitled to notice that they shall not be offered

⁴ Multi-year appointments are governed by 12.7.

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further employment shall have the following statement included in their employment contracts:

Your employment under this contract shall cease on the date indicated. No further notice of cessation of employment is required.

- (d) A faculty member who is entitled to written notice of non-reappointment in accordance with the provisions of this Section 13.2 who receives written notice that the faculty member shall not be offered further appointment shall be entitled, upon written request within twenty (20) days following receipt of such notice, to a written statement of the basis for the decision not to reappoint. Thereafter, the President or representative shall provide such statement within twenty (20) days following receipt of such request. All such notices and statements are to be sent by certified mail, return receipt requested, or delivered in person to the faculty member with written documentation of receipt obtained.
- (e) The provision of notice under this section does not provide rights to a summer appointment beyond those provided in Summer Appointments and Assignments, Article 17.

13.3 Grievability. A faculty member who receives written notice of non-reappointment may contest the decision pursuant to Article 33, Grievance Procedure and Arbitration. The deadline for requesting an informal resolution pursuant to Section 33.6 shall be calculated from the date of receipt of the notice of non-reappointment, if no statement of the basis for the decision not to reappoint is requested pursuant to Section 13.2 (d), or from the date of receipt of the statement of the basis for the decision not to reappoint, if such statement is requested. Provided, however, if the written notice of non-reappointment is the result of the exercise of a managerial right by the University under Article 3, Management Rights, to layoff the faculty member, the faculty member shall have no right to contest the decision pursuant to Article 33, Grievance Procedure and Arbitration.

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

- (a) Make a reasonable effort to locate appropriate alternative or equivalent employment within the University; and
- (b) For a period of two years following the initial notice of non-reappointment, should an opportunity for re-employment arise, offer the former faculty member, who is not otherwise employed in an equivalent full-time position, re-employment in the same or similar position at the University.
 - (1) All persons on the recall list shall regularly be sent the University's

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position vacancy announcements. For this purpose, it shall be the former faculty member's responsibility to keep the University advised of his/her current address.

- (2) Any offer of re-employment pursuant to this section must be accepted within fifteen (15) days after the date on which the offer was mailed, such acceptance to take effect not later than the beginning of the semester immediately following the date the offer was made.
- (3) In the event an offer of re-employment is not accepted, the former faculty member shall receive no further consideration pursuant to this Article.

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

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