

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 of notice (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 of notice;
 - (3) For faculty members paid solely through “soft money” (e.g., contracts and grants, sponsored research funds, and grants and donations trust funds), so long as funds are available in their soft money source, they shall receive the following amount of written notice:
 - a. One (1) year of notice, if they had five (5) or more years of continuous university service as of June 30, 1991;
 - b. Ninety (90) days of notice, if they have five (5) or more years of continuous university service (but not as of June 30, 1991).
- (b) The following faculty members are not entitled to notice that they shall not be offered further employment.²
 - (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 further employment shall have the following statement included in their employment

² Multi-year appointments are governed by 12.7.

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contracts:

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

- (d) 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 Request for Basis of Non-Reappointment

- (a) 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.
- (b) 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.

13.4 Grievability

- (a) A faculty member who receives written notice of non-reappointment may contest the decision because of an alleged violation of a specific term of the Agreement or because of an alleged violation of the faculty member's constitutional rights pursuant to Article 33, Grievance Process.
- (b) The deadline for requesting an informal resolution pursuant to Article 33.6 is calculated from the date of receipt of the notice of non-reappointment, if the faculty member did not request a statement of the basis for the nonreappointment decision. If the faculty member requested the statement, it is calculated from the date the faculty member receives the statement.

13.5 Non-Reappointment Considerations in Certain Situations. 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) The University will make a reasonable effort to locate appropriate alternative or equivalent employment within the University instead of terminating the employment relationship with the faculty member;
- (b) For a period of two years following the initial notice of non-reappointment, should

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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.

- (c) Any offer of re-employment pursuant to this section must be accepted within fifteen (15) days after the date on which the offer was sent, such acceptance to take effect not later than the beginning of the semester immediately following the date the offer was made.
 - (d) In the event an offer of re-employment is not accepted, the former faculty member will not be entitled to further preference in hiring for future openings under this Article.
- 13.6 **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.
- 13.7 **Notice Document.** Notice of appointment and non-reappointment shall not be contained in the same document.