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3 **ARTICLE 12**
4 **NON-REAPPOINTMENT**

5 12.1 No Property Right. No appointment shall create any right, interest, or expectancy in
6 any other appointment beyond its specific terms, except as provided in Sections 13.2 and
7 Article 15.

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9 12.2 Notice.

10 (a) All faculty members, except those described in (b)(1) and (c) below are
11 entitled to the following written notice that they will not be offered further appointment:

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

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

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

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

22
23 (b) Faculty members who are on "soft money," e.g., contracts and grants,
24 sponsored research funds, and grants and donations trust funds, except those described in
25 Section 12.2(a)(3), above, are entitled to the following written notice that they will not be
26 offered further appointment:

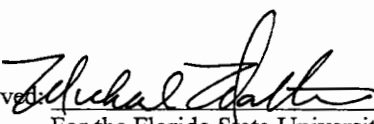
27 (1) For faculty members in their first five (5) years of continuous University
28 service, no notice need be provided and the statement in (d), below, shall be included in
29 their employment contracts; or


30 (2) For faculty members with five (5) or more years of continuous
31 University service, ninety (90) days notice shall be provided contingent upon funds being
32 available in the contract or grant.

33
34 (c) Faculty members who are appointed for less than one (1) academic year, who
35 are appointed to a visiting appointment, and faculty members employed in an auxiliary
36 entity, are not entitled to notice that they will not be offered further appointment, and the
37 statement in (d), below, shall be included in their employment contracts.

38
39 (d) Faculty members described in (b)(1) and (c), above, shall have the following
40 statement included in their employment contracts:

41
42 Your employment under this contract will cease on the date indicated. No
43 further notice of cessation of employment is required.

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46 Approved: 
For the Florida State University
Board of Trustees

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49 Approved: 
For the United Faculty of Florida

50 Date: 2-4-2005

51 Date: 4 Feb 2005

1 (e) A faculty member who is entitled to written notice of non-reappointment in
2 accordance with the provisions of Section 12.2 who receives written notice that the
3 faculty member will not be offered further appointment shall be entitled, upon written
4 request within twenty (20) days following receipt of such notice, to a written statement of
5 the basis for the decision not to reappoint. Thereafter, the President or representative
6 shall provide such statement within twenty (20) days following receipt of such request.
7 All such notices and statements are to be sent by certified mail, return receipt requested,
8 or delivered in person to the faculty member with written documentation of receipt
9 obtained.

10
11 12.3 Grievability. A faculty member who receives written notice of non-reappointment
12 may, according to Article 20, contest the decision because of an alleged violation of a
13 specific term of the Agreement or because of an alleged violation of the faculty member's
14 constitutional rights. Such grievances must be filed within thirty(30) days of receipt of
15 the statement of the basis for the decision not to reappoint pursuant to Section 12.2(e) or
16 receipt of the notice of non-reappointment if no statement is requested.

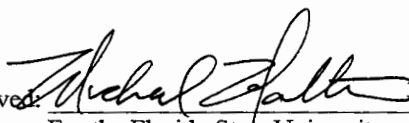
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18 12.4 Non-Reappointment Considerations. If the decision not to reappoint was based
19 solely upon adverse financial circumstances, reallocation of resources, reorganization of
20 degree or curriculum offerings or requirements, reorganization of academic or
21 administrative structures, programs, or functions, and/or curtailment or abolition of one
22 or more programs or functions, the University shall take the following actions:

23
24 (a) Make a reasonable effort to locate appropriate alternative or equivalent
25 employment first within the University; and

26
27 (b) Offer such faculty member, who is not otherwise employed in an equivalent
28 full-time position, re-employment in the same or similar position at the University for a
29 period of two years following the initial notice of non-reappointment, should an
30 opportunity for such re-employment arise. For this purpose, it shall be the faculty
31 member's responsibility to keep the University advised of the faculty member's current
32 address. Any offer of re-employment pursuant to this section must be accepted within
33 fifteen (15) days after the date of the offer, such acceptance to take effect not later than
34 the beginning of the semester immediately following the date the offer was made. In the
35 event such offer of re-employment is not accepted, the faculty member shall receive no
36 further consideration pursuant to this Article.

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38 12.5 Resignation. A faculty member who wishes to resign has the professional
39 obligation, when possible, to provide the University with at least one semester's notice.
40 Upon resignation, all consideration for tenure and reappointment shall cease.

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42 12.6 Notice Document. Notice of appointment and non-reappointment shall not be
43 contained in the same document.

Approved: 
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