

ARTICLE 13
NON-RENEWAL

13.1 Policy.

(a) Faculty appointments shall not create any right, interest, or expectancy in any other appointment beyond its specific terms, except as provided in this Agreement.

(b) Non-tenured and non-permanent-status faculty members, during the period of their appointment, retain all other rights and benefits for which they are eligible under this Agreement, including but not limited to academic freedom and freedom from discrimination.

13.2 Non-renewal and Termination of Faculty Appointments.

(a) Tenured or Permanent-Status Faculty. The appointment of tenured or permanent-status faculty members shall not be terminated except for just cause pursuant to the procedures in Article 30, Disciplinary Action and Job Abandonment, or a layoff pursuant to Article 33, Layoff and Recall, of this Agreement.

(b) Tenure-accruing and Permanent-status-accruing Faculty. The appointment of a tenure-accruing or permanent-status-accruing faculty member shall be renewed annually until the end of the tenure or permanent-status probationary period unless one or more of the following occurs:

(1) The faculty member's position is abolished, the faculty member's department or equivalent unit is abolished, or the faculty member's department experiences a reallocation of resources or reorganization of program offerings or functions that would justify the non-renewal; or

(2) The faculty member, in accordance with the Evaluation and Tenure articles of this Agreement, receives an overall "unsatisfactory" evaluation on the annual performance evaluation.

(c) Non-tenured, Non-permanent-status, Non-tenure-accruing, and Non-permanent-status-accruing Faculty. The Trustees or their designees, may choose not to renew the employment of a faculty member who does not have tenure or permanent status and is not on a tenure-accruing or permanent-status-accruing appointment in accordance with the provisions of this Agreement. The decision not to renew a faculty member's appointment may not be based on constitutionally impermissible grounds.

13.3 Notice of Ending of Employment of Non-Tenured and Non-Permanent Status Faculty Members.

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For the University of Florida
Board of Trustees

Approved: Chris Jurdyc
For the United Faculty of Florida

Date: 3/28/2007

Date: March 28, 2007

(a) Notice Only in the Employment Contract or Letter of Appointment.

(1) Faculty members who are on “soft money,” e.g., contracts and grants, sponsored research funds, and grants and donations trust funds with less than five years of continuous service, faculty members who are on visiting appointments, faculty members who are appointed for less than one year, or faculty members on multi-year appointments as defined in the Appointments article shall have the following statement included in their letter of appointment:

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

(2) If the statement set out in subsection (a)(1), above, is not included in the letter of appointment, then the faculty member whose appointment is not being renewed shall be provided ninety (90) days written notice prior to his or her last day of employment.

(b) Except for faculty members described in subsection (a)(1) above, any non-tenured faculty member who is not being offered a further appointment shall receive written notice that they will not be offered further appointment according to the following terms:

(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) prior to the last day of employment;

(2) For faculty members in their third contract year of employment or beyond, twelve months prior to the last day of employment;

(3) For faculty members who are on “soft money” (e.g., contracts and grants, sponsored research funds, and grants and donations trust funds) who have five (5) or more years of continuous university service, twelve months prior to the last day of employment.

(4) The provision of notice under this section does not provide rights to a summer appointment beyond those provided in the Summer Contracts and Assignments article of this Agreement.

(c) Prior to the transmission of the notice of non-renewal, the President or designee shall confer informally with the faculty member concerning the non-renewal.

(d) The notice of non-renewal shall include the following:

(1) A statement that the Trustees are not renewing the employment contract;

(2) A reference to the meeting held with the President or designee to advise the faculty member of non-reappointment;

(3) The expiration date of the current contract;

(4) The last date of employment with the University;

(5) A statement that the faculty member may contest the decision, in accordance with Article 31, Grievance Procedure and Arbitration, because of an alleged violation

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of a specific term or provision of the Agreement or because of an alleged violation of the faculty member's constitutional rights.

(6) A copy of Article 31, Grievance Procedure and Arbitration.

(e) All such notices and statements shall be sent by certified mail, return receipt requested, or delivered in person to the faculty member with written documentation of receipt obtained.

(f) A faculty member who is entitled to written notice of non-renewal in accordance with the provisions of Section 13.3 and who receives written notice that the faculty member will not be offered further appointment shall receive, upon written request within twenty (20) days following receipt of such notice, a written statement of the basis for the decision not to renew the appointment. The President or designee shall provide such statement within twenty (20) days following receipt of the request. All such notices and statements shall be sent by certified mail, return receipt requested, or delivered in person to the faculty member with written documentation of receipt obtained.

(g) If the Trustees do not comply with providing proper notice, as required in subsections (b)-(e), above, the faculty member's employment shall be continued for no less than one additional year.

(h) Reassignment.

(1) Following the delivery of the notice of non-renewal, the Trustees or designees may, at any time, reassign such faculty member to other university duties after consultation with the faculty member and the departments or other units affected.

(2) Such reassignment does not release the Trustees from their contractual commitment to compensate the faculty member for the period prior to the effective date of non-renewal.

13.4 Grievability.

(a) A faculty member who receives written notice of non-renewal may, according to Article 31, Grievance Procedure and Arbitration, contest the decision because of an alleged violation of a specific term or provision of the Agreement or because of an alleged violation of the faculty member's constitutional rights.

(b) Such grievances must be filed within sixty (60) days of receipt of the statement of the basis for the decision not to non-renew or receipt of the notice of non-renewal if no statement is requested.

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13.5 Re-employment Considerations. If the decision not to renew the appointment was based primarily upon adverse financial circumstances, reallocation of resources, reorganization of degree or curriculum offerings or requirements, reorganization of academic or administrative structures, programs, or functions, or curtailment or abolition of one or more programs or functions, the Trustees shall take the following actions:

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

(b) Offer such faculty member, who is not otherwise employed in an equivalent full-time position, re-employment in the same or similar position at the University for a period of two years following the initial notice of non-renewal, should an opportunity for such re-employment arise.

(1) All persons on the recall list shall regularly be sent the position vacancy announcements. For this purpose, it shall be the faculty member's responsibility to keep the Trustees advised of the faculty member's current address.

(2) Should a vacancy occur at another university within the State, the faculty member may apply for the position.

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

13.6 Resignation.

(a) Upon resignation, all consideration for tenure and renewal shall cease.

(b) A faculty member who wishes to resign has the professional obligation, when possible, to provide the Trustees with at least one semester's notice.

13.7 Notice Document. Notice of appointment and non-renewal shall not be contained in the same document, except in the circumstances explicitly provided in Section 13.3(a)(1), above.

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For the University of Florida
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For the United Faculty of Florida

Date: March 28, 2007