

**BOT-UFF  
POLICY ON NON-REAPPOINTMENT**

(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 Article 8.2 and Article 9 of the BOT-UFF Collective Bargaining Agreement.

(2) Notice.

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

(i) For employees in their first two (2) years of continuous University service, one semester (or its equivalent, 19.5 weeks, for employees appointed for more than an academic year);

(ii) For employees with two (2) or more years of continuous University service one year; or

(iii) For non-tenure track faculty members who are not on a fixed multi-year or visiting appointment the non-reappointment process will be the following.

(A) ~~Probation~~Improvement Year. If a non-tenure track faculty member receives an "Unsatisfactory" overall rating on their Annual Evaluation, they will be placed on a ~~Continued Employment Probation. A~~ Performance Improvement Plan (PIP) for the following year shall be required during the Continued Employment Probation period.

((1)) The PIP will be developed by the faculty member's supervisor in concert with the faculty member and will be communicated in writing.

((2)) The PIP will address deficiencies that caused the overall "Unsatisfactory" rating and identify specific performance goals for the following year that, if met, will result in at least a "Satisfactory" overall rating on the faculty member's subsequent Annual Evaluation.

((3)) The PIP will provide specific performance goals agreed to by the faculty member, the chair and the dean.

((4)) The PIP must be developed and agreed to in writing by both the faculty member and department chair no later than ~~30 days prior to~~ the start of the academic year following the unsatisfactory evaluation~~contract period in which the Continued Employment Probation will occur.~~

((5)) The PIP will require at least two periodic meetings between the faculty member and the department chair to review the faculty member's progress.

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Chief Negotiator  
FIU-BOT

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Chief Negotiator  
FIU-UFF

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Date

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40 Written appraisals of the progress will be produced by the department chair  
41 and shared with the faculty member and dean.

42 (B) In the first Annual Performance Evaluation under the ~~PIP~~Continued Employment  
43 ~~Probation period~~, the department chair will review the faculty member's  
44 progress in meeting the performance goals agreed to in the PIP. If the  
45 performance goals have been met, then the PIP is terminated and the faculty  
46 member receives a notice of the successful completion of the PIP. No other  
47 actions are required to address the previous year's unsatisfactory evaluation.~~the~~  
48 ~~Probation will be lifted and the faculty member restored to a normal faculty~~  
49 ~~contract. No additional penalties will attach to the faculty member's~~  
50 ~~appointment as a result of the probationary term.~~

51 (C) Non-Reappointment. Notice of non-reappointment may be given to non-tenure  
52 track faculty members in accordance with (2)(a)(i) and (ii) above only after: 1)  
53 the faculty member has been placed on a PIP~~Continued Employment Probation~~  
54 for a year; and 2) over the course of a year of evaluation and consultation, the  
55 faculty member ~~on Continued Employment Probation~~ has not met the agreed  
56 upon goals of the Performance Improvement Plan; and 3) the faculty member  
57 has received a second consecutive "Unsatisfactory" overall rating on their  
58 Annual Evaluation or three "Unsatisfactory" overall ratings on their Annual  
59 Evaluations over a consecutive five-year period.

60  
61 ~~(iii) For employees with two (2) or more years of continuous University service one year; or~~  
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63 ~~(iv) For employees who are on "soft money" e.g., contracts and grants, sponsored research~~  
64 ~~funds, and grants and donations trust funds, who had five (5) or more years of~~  
65 ~~continuous University service as of June 30, 1991, one year.~~

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67 ~~(v)~~(iv) The provision of notice under this section does not provide rights to a summer  
68 appointment beyond those provided in "Summer Appointments" section of the BOT-  
69 UFF Policy on Appointments.

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71 (b) Employees who are on "soft money," e.g., contracts and grants, sponsored research funds,  
72 and grants and donations trust funds, ~~except those described in Section (2)(a)(iv), above,~~  
73 are entitled to the following written notice that they will not be offered further  
74 appointment:

75  
76 (i) For employees in their first five (5) years of continuous University service, no notice  
77 need be provided and the statement in (d), below, shall be included in their letter of  
78 offer or notice of change in appointment; or  
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- 80 (ii) For employees with five (5) or more years of continuous University service, ninety (90)  
 81 days' notice shall be provided contingent upon funds being available in the contract or  
 82 grant.  
 83
- 84 (c) Employees who are appointed for less than one (1) academic year, who are appointed to a  
 85 visiting appointment, who are appointed to a fixed multi- year appointment and employees  
 86 employed in an auxiliary entity, are not entitled to notice that they will not be offered  
 87 further appointment, and the statement in (d), below, shall be included in their letter of  
 88 offer or notice of change in appointment.  
 89
- 90 (d) Employees described in (b)(i) and (c), above, shall have the following statement included in  
 91 their letter of offer or appointment:  
 92
- 93 ((1)) Your employment under this letter of offer or appointment will cease on the  
 94 date indicated. No further notice of cessation of employment is required.  
 95
- 96 (e) An employee who is entitled to written notice of non-reappointment in accordance with the  
 97 provisions of Section (2) who receives written notice that the employee will not be offered  
 98 further appointment shall be entitled, upon written request within twenty (20) days  
 99 following receipt of such notice, to a written statement of the basis for the decision not to  
 100 reappoint. Thereafter, the President or designee shall provide such statement within twenty  
 101 (20) days following receipt of such request. All such notices and statements are to be sent  
 102 by certified mail, return receipt requested, or delivered in person to the employee with  
 103 written documentation of receipt obtained.  
 104
- 105 (3) Complaints Regarding Non-Reappointment. The decision to not reappoint is not subject to the  
 106 BOT-UFF Policy on Neutral, Internal Resolution of Policy Disputes , or the contractual grievance  
 107 process except that an employee who receives written notice of non-reappointment may  
 108 contest the decision, pursuant to the Neutral, Internal Resolution of Policy Disputes process  
 109 because of an alleged violation of a specific term of a BOT-UFF Policy or pursuant to the  
 110 contractual grievance process because of an alleged violation of the BOT-UFF Agreement or  
 111 because of an alleged violation of the employee's constitutional rights. Such complaints or  
 112 grievances must be filed within thirty (30) days of receipt of the statement of the basis for the  
 113 decision not to reappoint pursuant to Section (2)(e) or receipt of the notice of non-  
 114 reappointment if no statement is requested.  
 115
- 116 (4) Non-Reappointment Considerations. If the decision not to reappoint was based solely upon  
 117 adverse financial circumstances, reallocation of resources, reorganization of degree or  
 118 curriculum offerings or requirements, reorganization of academic or administrative structures,  
 119 programs, or functions, and/or curtailment or abolition of one or more programs or functions,  
 120 the University shall take the following actions:

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Chief Negotiator  
 FIU-BOT

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Chief Negotiator  
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Date

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

(b) Offer such employee, 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- reappointment, should an opportunity for such re-employment arise. All persons on the recall list shall regularly be sent the FIU position vacancy announcements. For this purpose, it shall be the employee's responsibility to keep the Division of Human Resources advised of the employee's current address. 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 Policy.

(5) Resignation. An employee 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.

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

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Chief Negotiator  
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Chief Negotiator  
FIU-UFF

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