

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

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(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) Improvement Year. If a non-tenure track faculty member receives an "Unsatisfactory" overall rating on their Annual Evaluation, they will be placed on a Performance Improvement Plan (PIP) for the following year.

((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 the start of the academic year following the unsatisfactory evaluation

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

(B) In the first Annual Performance Evaluation under the PIP, the department chair will review the faculty member's progress in meeting the performance goals

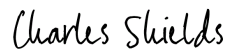


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41 agreed to in the PIP. If the performance goals have been met, then the PIP is
42 terminated and the faculty member receives a notice of the successful
43 completion of the PIP. No other actions are required to address the previous
44 year's unsatisfactory evaluation.

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

53
54 (iv) The provision of notice under this section does not provide rights to a summer
55 appointment beyond those provided in "Summer Appointments" section of the BOT-
56 UFF Policy on Appointments.

57
58 (b) Employees who are on "soft money," e.g., contracts and grants, sponsored research funds,
59 and grants and donations trust funds, are entitled to the following written notice that they
60 will not be offered further appointment:

61
62 (i) For employees in their first five (5) years of continuous University service, no notice
63 need be provided and the statement in (d), below, shall be included in their letter of
64 offer or notice of change in appointment; or

65
66 (ii) For employees with five (5) or more years of continuous University service, ninety (90)
67 days' notice shall be provided contingent upon funds being available in the contract or
68 grant.

69
70 (c) Employees who are appointed for less than one (1) academic year, who are appointed to a
71 visiting appointment, who are appointed to a fixed multi- year appointment and employees
72 employed in an auxiliary entity, are not entitled to notice that they will not be offered
73 further appointment, and the statement in (d), below, shall be included in their letter of
74 offer or notice of change in appointment.

75
76 (d) Employees described in (b)(i) and (c), above, shall have the following statement included in
77 their letter of offer or appointment:

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79 ((1)) Your employment under this letter of offer or appointment will cease on the
80 date indicated. No further notice of cessation of employment is required.

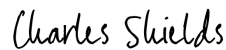
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82 (e) An employee who is entitled to written notice of non-reappointment in accordance with the
 83 provisions of Section (2) who receives written notice that the employee will not be offered
 84 further appointment shall be entitled, upon written request within twenty (20) days
 85 following receipt of such notice, to a written statement of the basis for the decision not to
 86 reappoint. Thereafter, the President or designee shall provide such statement within twenty
 87 (20) days following receipt of such request. All such notices and statements are to be sent
 88 by certified mail, return receipt requested, or delivered in person to the employee with
 89 written documentation of receipt obtained.
 90

91 (3) Complaints Regarding Non-Reappointment. The decision to not reappoint is not subject to the
 92 BOT-UFF Policy on Neutral, Internal Resolution of Policy Disputes , or the contractual grievance
 93 process except that an employee who receives written notice of non-reappointment may
 94 contest the decision, pursuant to the Neutral, Internal Resolution of Policy Disputes process
 95 because of an alleged violation of a specific term of a BOT-UFF Policy or pursuant to the
 96 contractual grievance process because of an alleged violation of the BOT-UFF Agreement or
 97 because of an alleged violation of the employee's constitutional rights. Such complaints or
 98 grievances must be filed within thirty (30) days of receipt of the statement of the basis for the
 99 decision not to reappoint pursuant to Section (2)(e) or receipt of the notice of non-
 100 reappointment if no statement is requested.
 101

102 (4) Non-Reappointment Considerations. If the decision not to reappoint was based solely upon
 103 adverse financial circumstances, reallocation of resources, reorganization of degree or
 104 curriculum offerings or requirements, reorganization of academic or administrative structures,
 105 programs, or functions, and/or curtailment or abolition of one or more programs or functions,
 106 the University shall take the following actions:
 107

108 (a) Make a reasonable effort to locate appropriate alternative or equivalent employment
 109 within the University; and
 110

111 (b) Offer such employee, who is not otherwise employed in an equivalent full-time position, re-
 112 employment in the same or similar position at the University for a period of two years
 113 following the initial notice of non- reappointment, should an opportunity for such re-
 114 employment arise. All persons on the recall list shall regularly be sent the FIU position
 115 vacancy announcements. For this purpose, it shall be the employee's responsibility to keep
 116 the Division of Human Resources advised of the employee's current address. Any offer of re-
 117 employment pursuant to this section must be accepted within fifteen (15) days after the
 118 date of the offer, such acceptance to take effect not later than the beginning of the
 119 semester immediately following the date the offer was made. In the event such offer of re-
 120 employment is not accepted, the employee shall receive no further consideration pursuant
 121 to this Policy.
 122



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- 123 (5) Resignation. An employee who wishes to resign has the professional obligation, when possible,
124 to provide the University with at least one semester's notice. Upon resignation, all
125 consideration for tenure and reappointment shall cease.
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- 127 (6) Notice Document. Notice of appointment and non-reappointment shall not be contained in the
128 same document.
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