## FLORIDA STATE UNIVERSITY EMPLOYMENT CONTRACT FOR OUT-OF-UNIT ADMINISTRATIVE & PROFESSIONAL EMPLOYEES (SOFT-MONEY FUNDED)

1. This contract of employment between the Florida State University Board of Trustees ("University") and the undersigned employee is subject to United States and Florida law and University regulations, policies, and procedures, which are incorporated herein and made a part hereof by reference. This document is effective, final and binding upon the parties when signed by the employee and the University representative acting as appointment authority, and supercedes any and all prior employment contracts.

2. This contract applies to i) employees holding visiting, acting, or provisional appointments, ii) employees appointed for less than one (1) year, or iii) employees whose positions are funded by any contract, grant, auxiliary, or local funds (i.e., "soft money"). This contract will end on the date indicated below or on the most recent appointment extension without further notice, unless otherwise terminated, cancelled or extended as provided herein. In addition, for positions funded by contract(s) and or grant(s), continued employment hereunder is contingent upon the continued funding of such contract(s) and/or grant(s). In the event such funding is discontinued or reduced, the University shall immediately have the option of canceling this contract without cause, or reducing the FTE (full time equivalent), upon written notice to the employee.

3. Employment under this contract is subject to satisfactory performance of assigned duties. The University may terminate this contract for cause as provided by its regulations and/or policies.

4. Notice of Cancellation / Buyout Option. At its option, the University may elect at any time to cancel this contract without cause by providing advanced written notice of cancellation to the employee. Such advance notice of cancellation period ("ANCP") will be i) twenty (20) weeks for employees who have more than five (5) years of University A & P service, ii) at least twelve (12) weeks for employees who have one (1) to five (5) years of University A & P service, or iii) at least four (4) weeks for all others. In addition, at any time during the ANCP, the University may, at its option, immediately cancel this contract without cause by providing written notice to the employee that it will pay, within fourteen (14) business days, an amount equal to the lesser of i) salary for the remainder of the ANCP as of the date of such notice, less applicable taxes / withholding, or ii) salary for the remainder of the appointment period, less applicable taxes / withholding. Employment will cease at the time of such notice of payment, notwithstanding any other date(s) of appointment indicated below or elsewhere. No retirement or other benefits will attach to such payment. In no instance will such payment under this contract exceed an amount greater than twenty (20) weeks of compensation. Such payment is prohibited when the employee has been terminated by the University for misconduct, as defined in section 443.036(30) (2012), Florida Statutes.

5. Appointment extensions for soft money funded positions will be done by Personnel Action Form (pPAF or ePAF). If a pPAF or ePAF is not submitted, the ending date of this contract will automatically be August 7.

6. Any changes in appointment and/or salary increases hereafter shall be so designated on a pPAF or ePAF. The employee has an obligation to report outside employment activity / conflict of interest in accordance with University policy.

Name:		
Employee ID:		
Department Name:		
College/School/Division, Etc.:		
City, State of Employment:		
Dates of Appointment:	to FTE:	
Annual Rate: Biw	veekly:	
Job Code: Job Code	e Title:	Empl Class:
Funded by: Auxiliary Loca	al Funds Contract/Grant	
Other Special Contract Conditions:		

Department Head or Designee Date

President/Vice President/Representative Date

Employee

Date

The signed contract must be returned to the president or representative within ten (10) days of the date of offer, or it will be presumed that the offer of employment has not been accepted. (Original: employee's personnel file; copy to: department and employee)