

Section III.B. Appointment Categories and Contracts and Notices

B. APPOINTMENT CATEGORIES AND CONTRACTS AND NOTICES

All appointments incorporate, and are subject to, the policies of the Board of Visitors. With the exception of post-doctoral fellows and part-time non-tenure eligible faculty positions, all faculty appointments require approval of the Board of Visitors.

1. Faculty Appointment Categories

William & Mary's mission of teaching, learning, and research requires a faculty with expertise in creating inclusive communities of learning and scholarly practice. The university is an Equal Opportunity/Affirmative Action employer and does not discriminate on the basis race, religion, creed, national origin, color, sex, gender, sexual orientation, gender identity, pregnancy, physical or mental disability (or perceived disability), citizenship status, age, marital status, or Veteran or military status.

Annually the Provost shall submit to the Faculty Assembly a report on the composition of the faculty, including tenured, tenure eligible and non-tenure eligible appointments. That report shall include information (provided in such a way that no individual may be identified) on teaching loads, salary ranges, the provision of benefits to those having such appointments, and other relevant financial, and instructional information. The Faculty Assembly, or its designated university-wide committee(s), shall review the report to understand the state of the faculty, to consider whether the appointments are in compliance with the *Faculty Handbook*, and to report its recommendations to the Provost.

All William & Mary instructional or research faculty positions fall into one of the appointment categories listed in this section, and all individuals (except graduate teaching assistants) who instruct any for-credit course or activity must have an appointment within one of these categories.

i. Tenured and Tenure-Eligible (TTE)

All tenure eligible and tenured appointments must be made by a department or School; however, faculty members may hold one or more joint appointments with another program, department, or School (see III.XX. Joint Appointments):

1. Tenured faculty are those without term.
2. Tenure eligible faculty are those on the tenure track and who are eligible for tenure pursuant to the policies set forth in this Handbook.

ii. Non-Tenure Eligible (NTE):

NTE are a comprehensive category of faculty who are not eligible for tenure. These appointments are integral to the university's mission and enhance teaching, research,

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service, and community engagement. NTE faculty positions fall within the following categories:

- a. **Full-Time NTE Faculty:** This category includes full-time positions with a clearly defined contract term that is intended to provide more stability and career growth within the university. These positions are renewable based on satisfactory performance; university needs, including curricular needs; and resource availability. These positions therefore carry a requirement that the unit affirmatively notify the incumbent of non-renewal. See Section III.B.3.b.6 below.
- b. **Full-Time Visiting NTE Faculty:** This category includes full-time positions with a clearly defined contract term tailored to meet specific academic, research and operational needs. These positions are not expected to renew, and therefore do not carry a requirement to notify of non-renewal.
- c. **Part-time NTE Faculty:** This category includes roles compensated per course or for specific contracted services, generally without benefits. These positions are designated as part-time based on the terms of the contract.
- d. **Post-doctoral Fellows:** These positions are for a specified period and not expected to renew. They may be full or part-time. Though these positions are often research-heavy, postdoctoral fellows may teach, subject to the terms of their contract and the policies of their unit, school, or funding body. When the post-doctoral fellowship is funded by an external granting agency, the evaluation of the post-doctoral fellow may be conducted by the principal investigator holding the grant. Post-doctoral fellows may be employed for a period not expected to exceed five years. Post-doctoral fellows are afforded the same protections of academic freedom as provided to other faculty in this Handbook.

2. Faculty Position Titles

Although differences in mission and organization among the Schools necessitate variations in procedures, the university recognizes the critical role of providing common categories for faculty positions.

a. Tenured and Tenure-eligible Faculty Positions

William & Mary accepts the principle of tenure and adheres to it as a moral, professional, and legal obligation. Tenured faculty members are those persons who have been expressly confirmed in such status by action of the Board of Visitors on recommendation of the President subsequent to appropriate peer and administrative review.

Tenured positions must carry one of the following titles: Associate Professor or Professor.

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Tenure-eligible positions must carry one of the following titles: Assistant Professor or Associate Professor.

b. Non-Tenure Eligible Faculty Positions

Full-time NTE positions are not eligible for tenure and must carry one of the following titles: Assistant Professor, Associate Professor, or Professor. All full-time faculty positions that are not eligible for tenure must also have a modifier, specifically: "Research," "Teaching," "Clinical," "Executive," or "of the Practice," unless otherwise approved by the Provost. Those terms are differentiated as follows:

- **Research:** For faculty whose primary contribution is in the field of research.
- **Teaching:** For faculty dedicated predominantly to instructional roles.
- **Clinical:** For faculty applying practical and/or clinical expertise in their teaching and research.
- **Executive:** For faculty with significant experience in their field.
- **Of the Practice:** A flexible descriptor that can be adapted by different schools and departments to signify the practical and professional nature of the faculty's role.

For part-time faculty not eligible for tenure, the title is Adjunct Professor. For Full-Time Visiting NTE Faculty, the title is Visiting Assistant Professor, Associate Professor, or Professor. For post-doctoral fellows, the title is Post-doctoral Fellow.

3. Establishing and Renewing Faculty Positions

Although differences in mission and organization among the Schools necessitate variations in procedures, the university recognizes the fundamental principle that both faculty members and administrative officers should participate in the recruitment and appointment of faculty.

a. Tenured and Tenure-eligible faculty

1. Establishing Positions. Tenured faculty members are those persons who have been expressly confirmed in such status by action of the Board of Visitors on recommendation of the President subsequent to appropriate peer and administrative review.

Faculty who hold tenure-eligible probationary appointments may be considered for tenure under the provisions of Section III.C.1.b.ii. These probationary faculty appointments may be terminated at the end of any contract period following the standards defined in III.C.1. and the procedures defined in Section III.B.2.a.

2. Annual Updates. Tenured and Tenure-eligible faculty shall receive an annual salary letter as soon as possible after the Board of Visitors approves the budget for the following year.

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3. A faculty member holding a tenured or tenure-eligible appointment at William & Mary shall not hold a tenured position at any other college, university, or institution of higher learning. The Provost may make an exception when an individual is sufficiently distinguished to make such an appointment beneficial to the university. The Provost shall report to the Faculty Assembly when any such appointments are made.

b. Full-Time Faculty Not Eligible for Tenure

1. Establishing Positions. The Dean of each School establishes, with approval from the Provost, NTE faculty positions in light of course coverage and research demands and budgets.
2. Contracts For All NTE Faculty:
Each NTE Faculty member shall receive a contract that clearly specifies the term of the appointment, salary, benefits, the course-load/workload, whether the contract is potentially renewable, and (if it is potentially renewable) the timeline for notice of renewal or non-renewal.
3. Length of Contracts. Faculty positions not eligible for tenure may have contracts of varying lengths. The length of a contract will take into consideration the needs of the School in the areas of teaching, research, and service. When the enrollment, teaching, or research needs of a unit are steady and predictable, the contract should typically be longer. When the enrollment, teaching, or research needs of a unit are episodic and unpredictable, the length of a contract may be shorter.
4. Evaluation of Full-Time NTE Faculty. The university recognizes the fundamental principle that both colleagues and administrative officers should evaluate faculty members. The procedures and standards of evaluation followed by each unit must be approved by a majority vote of the unit. The standards shall be applied in a manner that fosters each unit's mission and serves to maintain the overall quality of the faculty. If the evaluation is prepared by someone other than the Dean, a summary of the review must be submitted to the Dean. The Dean shall forward the review to the Provost along with a recommendation whether to renew the appointment.

Schools are encouraged to conduct annual merit evaluations of NTE faculty whose contracts are renewable, in accordance with their unit's approved procedures, to help guide the faculty member's professional development and as a basis for merit-based salary increases.

Throughout the university, the criteria for evaluation of NTE faculty are as follows: conscientious and effective teaching with proper command of the material

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of their fields, and helpfulness to their students; and/or contributions to their fields through research, scholarly, and/or creative activity, and/or through professional service.

At the appropriate time, a unit may request renewal of the contract of an NTE faculty member whose renewable contract is due to expire. In that case, the Dean or their designee will conduct a review of the faculty member's performance over the period of the current contract. The procedures and standards for evaluation followed by each unit shall be approved by a majority vote of that unit as well as the department or program's Personnel Policy Committee.

5. Notice of Renewal or Non-Renewal. For renewable contracts of two or more years, decisions and written notice of renewal or non-renewal should occur at least one year before the conclusion of the current term. For contracts of one year in length, faculty members shall receive written notice that an appointment will not be renewed no later than March 1.¹
6. Search Process Required for an NTE faculty moving to a Tenured or Tenure-Eligible Appointment. A person in an NTE Faculty position may ordinarily receive a tenure-eligible or tenured appointment only as a result of an open search process. In exceptional circumstances, the Provost may grant a waiver of the search process.
7. School-Specific Policies. Each School will establish procedures for the recruitment, evaluation, promotion and retention of NTE faculty members. Each school may, in its bylaws, allow the NTE faculty to participate in establishing these procedures. These procedures shall be submitted for approval to the Procedural Review and Personnel Policy committees. School-specific procedures shall:
 - i. provide for determinations of whether a given NTE appointment is renewable or non-renewable;
 - ii. specify roles of the Dean and the TTE and/or NTE faculty members of the employing unit in the formal processes for recruitment via open searches, including providing a role for the Dean and the TTE faculty in any decision to request an exemption from the regular university open search procedures;
 - iii. specify roles of the Dean and the TTE and/or NTE faculty members of the employing unit in the formal processes for evaluation of NTE faculty against appropriate standards;
 - iv. specify roles of the Dean and the TTE and/or NTE faculty members of the employing unit in the formal processes for promotion of NTE faculty;

¹ NTE faculty who were hired prior to August 1, 2022 who have not received new appointments will retain the terms of their initial appointment, including the period of notice of non-renewal.

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- v. specify roles of the Dean and the TTE and/or NTE faculty in a formal process of retention;
 - vi. indicate the voting rights and allowed service/governance roles of NTE faculty. These voting rights must exclude all part-time, adjunct, or visiting NTE faculty voting in matters related to tenured and tenure-eligible faculty retention, promotion, and tenure.
8. Promotion of NTE faculty. An individual appointed to an NTE position may be promoted in accordance with university-approved procedures established by the Schools.

c. Part-Time NTE Faculty

Contracts for part-time faculty are issued at the time of hire and specify the conditions and duration of employment (usually one semester). Part-time fixed term contracts are limited appointments that will not renew; however, consecutive appointments may be awarded given appropriate administrative approval of a new contract.

d. Emeritus Faculty

The status of “Emeritus” faculty member is an honorific title. The honorific may be conferred upon any retiring full-time faculty member deemed to have provided dedicated service and meritorious contributions to the university and/or the broader academic community. Emeritus faculty are not employees or agents of the university and have no official duties. As a consequence, they do not vote on university matters, serve in official university capacities, nor represent the university in their statements or opinions.

The process for awarding emeritus status originates with a request by the retiring faculty member to be awarded emeritus status. Requests may be made up to one year following an eligible faculty member’s formal notice of retirement by submitting a letter to the home unit in which the faculty member holds their appointment. Thereafter, the unit will hold a vote to advance or not advance the request to the relevant Dean. Thereafter, the relevant Dean, after reviewing the faculty member’s file, will make a determination whether or not to advance the matter to the Provost and the President, who must concur in order to bring the recommendation to the Board of Visitors for approval. The award of emeritus status to any faculty member will be at the retiring faculty member’s current rank. The Board of Visitors has the right to revoke emeritus status for cause at any future date.

Retired faculty who have been awarded emeritus status are entitled to certain privileges not afforded to other retired faculty, which may vary by school policy. University-wide and school-specific privileges (established by the Provost in consultation with the Faculty

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Assembly and then as approved by the Board) are listed in Appendix X. However, the Schools may not confer any voting rights on emeritus faculty.

Appendix X

1. Library privileges (including borrowing privileges)
2. Continued use of a university email account
3. The option to purchase a parking permit
4. Use of the Recreation Center
5. Additional privileges specified by school.

4. Searching for Faculty Positions

Full-time faculty positions should ordinarily be filled through an open search process. Each School shall establish policies and procedures for conducting searches to fill full-time faculty positions. Each unit shall follow the policies and procedures of its School when filling full-time faculty positions.

In some instances, unusual circumstances may present themselves. When a unit is presented with such a circumstance, it may request that the Dean apply to the Provost for a search waiver. The Provost shall have discretion to grant or deny a search waiver as the circumstances dictate, and the Provost shall apply a consistent standard across Schools in making such determinations. Search waivers shall be the exception and not the rule.

5. Written Documentation

The terms and conditions of all appointments shall be stated in a written contract, one signed copy of which must be in possession of the university and the other in the possession of the faculty member before the appointment is effective. The most recent edition of the *Faculty Handbook* is incorporated by reference into all the appointments, subject to the lawful authority of the Board of Visitors.

6. Early Termination

Termination of an appointment of tenure or before the end of the period specified in the faculty member's current contract may be effected only for adequate cause. Adequate cause is defined as:

- i. Incompetence, neglect of duty, or misconduct of such a nature as to render the individual unfit to continue as a member of the faculty. Adequate cause for dismissal must be related directly and substantially to the fitness of faculty members in their professional capacity as academicians. Dismissal shall not be used to restrain faculty members in their exercise of academic freedom or other rights of U.S. citizens;
- ii. Bona fide financial exigency on the part of the university or discontinuance of a program, department, or school of instruction (see Sec. III.I).

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7. Joint Appointments

Faculty members may hold appointments in more than one unit of the university, e.g., when they are significantly engaged in teaching, scholarship, and/or governance in more than one unit.

- i. **Characteristics of Joint Appointments.** Joint appointments are possible between any units within William & Mary, or between William & Mary and other external institutions. An individual with a joint appointment will hold a position in a primary unit, designated the home unit, with a joint appointment (generally at the same rank) in a secondary unit, designated the host unit. Faculty members holding joint appointments will have full rights and privileges of the home department or School except as otherwise agreed in the memorandum of understanding.
- ii. **Appointment Procedures.** A tenured or tenure-eligible faculty member's home unit is the department, program, or School of the faculty member's tenure line. A non-tenured faculty member's home unit is the department, program, or School in which the faculty member has the greatest workload obligation.

A joint appointment may be a new or replacement position that is conceived as a joint appointment before a search commences. If the home and host units of the position are designated prior to the search, then the basic terms of the appointment, including the home and host units, are negotiated and clearly articulated as part of the position description. Search and appointment processes are governed by policies and procedures in the home unit with the host unit represented on the search committee according to the terms agreed upon during negotiation for the position.

If either the home or host unit are not designated at the time of the search, the search will be conducted by the unit authorized to search according to that unit's policies and procedures, with appropriate modifications as approved by the dean(s). Once finalists are selected and possible home or host units identified, the basic terms of the joint appointment will be negotiated and clearly articulated before any on-campus interviews are conducted. Candidates recommended for appointment must be acceptable to both units.

Joint appointments may also be initiated for current TTE and NTE faculty members. These appointments may be initiated by the home or host units to meet program needs or by individual faculty members to accommodate their teaching and research interests. The basic terms of the appointment, including the home and host units, are negotiated and clearly articulated as part of a memorandum of understanding. Both the home and host units must agree to the joint appointment.

- iii. **Specific Considerations for Joint Appointments.** For each joint appointment, a memorandum of understanding shall stipulate expectations for the faculty member in the areas of teaching, scholarship and service; procedures for faculty evaluation; and agreements regarding the allocation of resources. This

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memorandum of understanding shall be signed by the faculty member and relevant department chair(s), program director(s), and dean(s). Agreements naturally change over time. To protect all interested parties, the memorandum of understanding should indicate a default timeframe (e.g., every three years) for regular review of the memorandum's expectations. If any of the conditions of appointment are renegotiated, a revised memorandum of understanding shall record the changes and signatures of the individual and appropriate administrators of the home and host units. Specifically, each memorandum of understanding shall address the items in III.B.2.c.3.a, III.B.2.c.3.b, and III.B.2.c.3.c.

- iv. Expectations for Faculty
 - a. Teaching. Teaching assignments for individuals with joint appointments shall be clearly articulated at the time of appointment and renegotiated by home and host units as appropriate.
 - b. Scholarship. Expectations with respect to allocation of effort among scholarly domains, if appropriate, shall be articulated clearly at the time of appointment and renegotiated as appropriate.
 - c. Governance. The memorandum of understanding shall clarify the governance responsibilities of faculty holding joint appointments with respect to their rights and obligations within the home and host units. Chairs, program directors, and deans shall be especially cautious when defining governance expectations for pre-tenured faculty and NTE faculty holding joint appointments.
- v. Faculty Evaluation Procedures. Faculty holding joint appointments shall be evaluated in a collaborative manner. The memorandum of understanding at the time of appointment must specify the method(s) that will be used to solicit input from the host unit for annual merit evaluations. The memorandum of understanding for TTE faculty will also include specifics on the process for input from the host unit for tenure, promotion, and post-tenure reviews. The home unit is then responsible in each review for actively seeking input from the host unit and submitting it with the report. For all evaluations, the weighting of performance criteria shall be consistent with the specific expectations articulated in the memorandum of understanding for the individual's joint appointment.
- vi. Allocation of Resources
 - b. Office Space and Operating Support. The nature and extent of teaching, scholarship, and service expectations shall determine the need for office space, computers, telephones, and other support in the home and host units. The

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provision of resources by the home and host units shall be stipulated at the time of appointment and renegotiated as appropriate.

- c. Student-Generated Full-Time Equivalent (FTE) Accrual. For courses taught by faculty holding joint appointments, the credit hours generated by student enrollments shall accrue to the departments or schools listing the courses unless otherwise agreed.
- d. Funded Projects. When faculty holding joint appointments seek external funding for their projects, the appropriate administrators of both the home and host units shall sign the proposals unless otherwise agreed. The allocation of overhead recoveries shall be agreed upon in advance of proposal submission.