

Memo To: All UH-Downtown PS Holders  
From: Dr. Juan Sánchez Muñoz, President  
Subject: Voluntary Modification of Employment

UH-Downtown/PS 02.A.06  
Issue No. 8  
Effective Date: 05/31/2019  
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## 1. PURPOSE

This Policy Statement (PS) specifies the policy of the University of Houston-Downtown (UHD) on voluntary modification of employment of faculty. Voluntary Modification of Employment (VMOE) is a mutually beneficial opportunity that allows the university to benefit from the expertise and experience of faculty while also allowing faculty to transition out of their career. While not guaranteed, VMOE requests should be honored for faculty in good standing with the university and barring financial exigency.

## 2. DEFINITIONS

- 2.1 In Good Standing: a continued record of compliance with university policies and has met expectations for faculty performance in annual evaluations for three years prior to date of VMOE application.

## 3. POLICY

- 3.1 Eligibility: All full-time tenured faculty who have reached the age of fifty-five (55), have ten years participation with the Texas Teacher Retirement System (TRS) or the Texas Optional Retirement System (ORP), and are eligible to retire, may apply for modification of the terms of the faculty member's employment under the provisions of this policy.

Faculty interested in VMOE status should review their retirement program restrictions regarding employment after retirement.

- 3.2 Status and Resources: Faculty on VMOE relinquish status as a full-time faculty member, which includes membership in the faculty assembly, tenure rights, and voting rights. Faculty who have VMOE status are not eligible for any pay raises. They remain bound by all university policies and procedures.

Faculty on VMOE will be provided office space (which may be shared) and an individual computer and have all other privileges afforded to part-time faculty.

- 3.3 Basic Principles and Process: The following basic principles govern applications for voluntary modification of employment.

- 3.3.1 Request and Approval Process: The faculty member requests VMOE status from the department chair and discusses possible terms of the VMOE (e.g., courses to teach, any non-teaching terms, % of salary up to 49% being considered, etc.). Then the chair and the college dean discuss the terms and feasibility. Once the parties agree (faculty, chair, and dean) agree on the terms, the dean transmits the request to the SVPAA/Provost. The SVPAA/Provost will notify the faculty member, chair, and dean of the decision. When the request is approved, the SVPAA/Provost will issue a formal letter of VMOE status and terms with copies to all parties. Service (non-teaching) VMOE work, if any, should be described in the agreement. The 9% non-teaching activity should be the equivalent of 3-4 hours per week for 15 weeks. The request and approval process must be completed prior to January 31 for fall semester implementation or September 15 for spring semester implementation.
- 3.3.2 Agreement and Renewal: Initial VMOE agreements will be for a maximum of three years, covering the 9-month academic year. VMOE status beyond the initial agreement may be renewed on an annual basis by mutual agreement between administration and faculty, based on needs of the department. During the initial contract period, VMOE faculty must confirm their intent to continue with the VMOE contract with their department chair no later than January 31 for fall and September 15 for spring. As part of agreement renewal confirmation, VMOE faculty must submit a 2-3-page report on teaching or service activities that addresses expectations of the department in terms of teaching and service; the report should be submitted by January 15 or September 1, respectively.

Each agreement renewal must include the workload and assignment for the agreement period. Faculty on VMOE who decide not to continue on a given agreement, must notify the department chair and at that point are not eligible for future VMOE. Compensation is modified as appropriate under provisions of this policy.

- 3.3.3 VMOE workload and assignment, which included teaching and/or service activities, are negotiated on an individual basis and may not exceed forty-nine percent (49%) full-time employment for the academic year. The SVPASA's office publishes guidelines for determining allocation of the 49% workload, grounded in current workload policy and reporting guidelines; VMOE allocation guidelines are distributed to chairs and deans at the beginning of each academic year. Teaching assignments and reassigned time will respect the faculty expertise but are subject to enrollment and needs of the department. VMOE faculty are bound by department expectations for assigned teaching and/or

service.

If VMOE faculty teach as part of their VMOE load, the teaching load for a given 9-month agreement period may be distributed in any combination across long semesters based on department need and approval of the department chair, but must be in compliance with the 49% of maximum salary restriction. If any course in the planned VMOE teaching load does not make, the VMOE faculty may be offered an alternative course or service as available, after all full-time faculty loads are fulfilled. If the VMOE faculty member chooses not to accept an alternative or there is no alternative, the VMOE faculty pay will be pro-rated accordingly.

- 3.3.4 Compensation to the faculty member will reflect the negotiated full-time equivalent status applied to the annual (nine-month) salary prior to employment modification. \At the option of the faculty member, the salary will be paid in nine or 12 monthly installments. Compensation for any teaching outside of the VMOE agreement is at the adjunct rate.
- 3.3.5 Participation in the Texas Teacher Retirement System (TRS) or Texas Optional Retirement Program (ORP), , deferred compensation, or the Tex Flex Spending Accounts program are not available; however, the faculty member is entitled to all the amenities which the university affords its full-time faculty, including continued participation in retiree group insurance plans, if eligible in accordance with Employees Retirement System of Texas (ERS) and University of Houston System guidelines for retirees. All benefits under university leave policies cease as of the month of modification and all sick leave accumulation is forfeited.
- 3.3.6 A faculty member's eligibility to draw retirement benefits from TRS or an ORP contract and eligibility for membership in TRS or ORP are governed by the laws and rules governing eligibility in those organizations.
- 3.3.7 If the faculty member becomes physically or mentally unable to continue the reduced workload, the university may continue to pay the faculty member's salary until the end of the academic year. Medical certification from the attending physician detailing the condition and the anticipated duration is required before salary payments can be made. The medical certification must be submitted to the Benefits Department and, if approved, the employee with be placed on a leave of absence and notice provided to the faculty member's department., After that, the obligation of the university under this policy is terminated. Because the judgment of physical and mental inability to continue

the reduced workload is similar to dismissal for cause, the faculty member has the same rights as members of the tenured faculty under PS 10.A.06, UH-Downtown Faculty Dismissal Policy and Procedures.

#### **4. PROCEDURES**

- 4.1 A Voluntary Modification of Employment Agreement must be completed and signed by the faculty member, department chair, dean, and the Senior Vice President and Provost.
- 4.2 The Office of the SVPASA will forward the fully executed VMOE agreement to the Benefits Department for inclusion in the faculty member's personnel file.

#### **5. REVIEW PROCESS**

Responsible Party (Reviewer): Senior Vice President for Academic & Student Affairs and Provost

Review: Every three years on or before November 1<sup>st</sup>.

Signed original on file in Employment Services and Operations.

#### **6. POLICY HISTORY**

- Issue #1: 08/15/85
- Issue #2: 06/11/86
- Issue #3: 05/01/88
- Issue #4: 06/21/89
- Issue #5: 08/09/99
- Issue #6: 11/05/1
- Issue #7: 04/05/11
- Issue #8: 05/31/19

#### **7. REFERENCES**

An Overview of TRS and ORP/For Employee's Eligible to Elect ORP  
Texas Teacher Retirement System (TRS)  
Texas Optional Retirement System (ORP)  
PS 10.A.06  
Deferred Compensation  
Tex Flex Spending