

Memo To: All UH-Downtown PS Holders UH-Downtown/PS 02.A.06
From: Loren J. Blanchard, President Issue No. 9
Subject: Voluntary Modification of Employment Effective Date: 09/01/2023
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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.

2. DEFINITIONS

- 2.1 VMOE Faculty Member: Faculty member operating under the terms of VMOE agreement with the University.
- 2.2 In Good Standing: A faculty member is considered “in good standing” if they have a continued record of compliance with university policies and has met expectations for faculty performance based on their three most recent annual evaluations and/or annual activity reports (as applicable to VMOE faculty) prior to the date of their VMOE request (initial or renewing).

3. POLICY

The following basic principles govern application for and renewal of voluntary modification of employment status:

- 3.1 Eligibility: All full-time tenured faculty eligible to retire may apply for modification of the terms of the faculty member’s employment under the provisions of this policy.

Prior to applying, the faculty member must confirm their eligibility with the Office of Human Resources (HR). Upon confirmation, HR shall provide the faculty member with documentation indicating their eligibility.

Faculty interested in pursuing VMOE status should also 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. They remain bound by all university policies and procedures.

In addition to all privileges afforded to adjunct faculty, faculty on VMOE will be provided office space (which may be shared) and an individual computer.

3.3 Modified Workload and Responsibilities:

3.3.1 VMOE workload, which includes teaching and/or service activities, is negotiated on an individual basis at the time of the initial VMOE request and subsequently at the time of each renewal. In each long semester of the academic year, VMOE workload may not exceed forty-nine percent (49%) of the full-time faculty's workload. The Provost's office distributes guidelines to chairs and deans at the beginning of each academic year for determining the allocation of the 49% workload based on current policy and reporting guidelines. For the purpose of VMOE agreements, 3-4 hours of non-teaching activity per week for 15 weeks is considered equivalent to 9% of a full workload for a long semester.

3.3.2 While faculty expertise is respected, teaching assignments and reassigned time are subject to departmental needs and enrollment. In case any course assigned according to VMOE agreement is cancelled or unavailable, the VMOE faculty may be offered an alternative course or service as available after all full-time faculty loads are fulfilled. VMOE faculty cannot teach courses for which they are not credentialed for SACSCOC purposes.

If the VMOE faculty member rejects the alternative, or if no alternative is available, the VMOE's faculty compensation will be pro-rated accordingly.

3.3.3 VMOE faculty may be required to maintain professional credentials, keep up to date with their field, attend faculty meetings, and maintain regular contact with department and/or discipline faculty. This ensures that accreditation, curriculum and assessment needs, textbook choices, and service obligation follow-through occur in a way the full-time faculty and chairperson require.

3.3.4 VMOE faculty is required to report on their activities and achievements annually.

3.4 Compensation: The salary for VMOE faculty member will be calculated as a percentage of their annual (nine-month) full-time salary prior to the employment modification, equal to the percentage of the negotiated modified workload. The faculty member may choose to receive their salary in nine or twelve monthly installments.

VMOE Faculty is not eligible for pay raises. Compensation for any teaching outside of the VMOE agreement is at the adjunct rate.

3.5 Agreement Term and Renewal: The initial VMOE agreements shall be for up to three academic (9-month long) years, with an annual renewal option thereafter.

For each agreement renewal, a new VMOE Agreement Form must be completed and submitted by VMOE faculty and approved by the chair, the dean, and the Provost, and filed with HR.

- 3.6 Consideration Factors: When discussing the terms and feasibility of VMOE or deciding whether to enter into new or to renew an existing VMOE agreement with the faculty member (in the course of the process outlined in Section 4, Procedures) the department chair, college dean, and Provost consider multiple factors, including but not limited to, the needs of the department, the needs of the university, whether the faculty is currently in good standing with the university, financial exigency circumstances, accreditation requirements, and other relevant factors.
- 3.7 Termination:
- 3.7.1 VMOE Faculty member who decides, during the academic year, not to continue the current agreement, must notify the department chair in writing. At that point, they become ineligible for future VMOE. Their compensation is adjusted based on the workload completed at the time of termination according to the provisions of this policy.
- 3.7.2 If VMOE faculty member becomes physically or mentally unable to continue their assigned workload, the department should work with them to adjust their workload so that the assigned duties are manageable given the change in condition. However, in the event that the faculty member is unable to continue working in any capacity, then their situation will be treated similarly to a dismissal for cause because they are unable to fulfill the basic requirements of their employment agreement. In such cases, the faculty member has the same rights as tenured faculty under PS 10.A.06 Faculty Dismissal.
- 3.7.3 If the VMOE faculty member is derelict or neglectful in their duties, or repeatedly violates university policy, or if the university enters into financial exigency, the university may terminate the VMOE agreement with cause. In such cases, the university must provide a 30-day written notice of termination to VMOE faculty member.
- 3.8 Current VMOE agreements must be maintained in the department office, dean's office, Provost's Office, and HR. A copy must be provided to the VMOE faculty member.
- 3.9 If eligible in accordance with Employees Retirement System of Texas (ERS) and University of Houston System guidelines for retirees, 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. Participation in the Texas Optional Retirement Program (ORP), deferred compensation, or the Tex Flex Spending Accounts program is not available. All benefits under university leave policies cease as of the month of VMOE start date and all sick leave accumulation is forfeited.
- 3.10 A faculty member's eligibility to receive retirement benefits from TRS or an ORP contract, as well as their eligibility for membership in TRS or ORP, is governed by

the laws and rules that govern eligibility within those organizations.

4. PROCEDURES

- 4.1 VMOE Request: The faculty member initiates the process of obtaining or renewing VMOE status by contacting their department chair in writing to discuss modified workload and responsibilities (as per section 3.3). For implementation starting in the fall semester, the VMOE Request must be initiated prior to January 31; or May 31 for spring semester implementation.
- 4.2 Approval or Denial by Dean: The chair and the college dean discuss the terms and feasibility of VMOE taking into account multiple consideration factors (as per section 3.6). The negotiated terms of the VMOE workload must be to the mutual satisfaction of all parties to move forward.

If the parties (faculty, chair, and dean) agree on the terms, the VMOE Agreement form is completed and signed by all three parties, and then sent by the dean to the Provost for approval. It should describe the agreed-upon workload and responsibilities, including service work if any, the amount of compensation, the start date, and a statement of resources provided by the department (e.g., office space, individual computer, etc.).

Otherwise, the dean notifies all parties in writing denying the request, and the faculty member has the right to appeal the decision by following the process outlined in section 4.6.

- 4.3 Approval or Denial by Provost: The Provost considers multiple factors (as per section 3.6 of this policy) in their decision to approve the VMOE status request (initial or renewal of). If approved, the Provost signs the VMOE Agreement Form. If not approved, the Provost issues a formal letter denying the request.
- 4.4 The Office of the Provost will forward the fully executed initial VMOE agreement and the subsequent fully executed renewal agreements, if any, to HR (Benefits Department) for inclusion in the faculty member's personnel file.
- 4.5 Annual VMOE performance reports: VMOE faculty must submit a report on their teaching and other contractual activities, if any, over the past calendar year that addresses how these activities have met the department's expectations in terms of teaching and service. The report should be submitted to the department chair by the same deadline that governs the submission of annual faculty report (as per policy PS-10.A.05).
- 4.6 Appeal to the Provost: Faculty who fail to negotiate the terms of VMOE agreement with the chair and dean to mutual satisfaction, or whose request to start or to renew their VMOE agreement is denied by the dean, may appeal to the Provost in writing. The Provost will meet with the chair, dean, and faculty member to discuss the circumstances of the stalemate or denial and render a decision within 30 working days of receiving the written appeal. The decision of the Provost is final and

binding.

5. REVIEW PROCESS

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

Review: Every five years or as necessary

Signed original on file in the Office of Human Resources.

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 Employees Eligible to Elect ORP

Texas Teacher Retirement System (TRS)

Texas Optional Retirement System (ORP)

PS 10.A.06

Deferred Compensation

Tex Flex Spending

8. EXHIBITS

Exhibit A: VMOE Application Form