**VOLUNTARY MODIFICATION OF EMPLOYMENT AGREEMENT**

**UNIVERSITY OF HOUSTON**

NOTE: THIS REQUEST MUST BE SUBMITTED TO THE SENIOR VICE PRESIDENT FOR

ACADEMIC AFFAIRS, WITH SIGNATURES OF THE APPLICANT, DEPARTMENT CHAIR,

AND DEAN, no later than four months prior to the effective date that retirement is to take effect.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, here after referred to as “Applicant”, requests a voluntary modification of his/her employment with the University of Houston, the terms of which are set out herein.

**UNIVERSITY OBLIGATIONS:**

1. The University will officially notify Applicant’s retirement carrier (TRS or ORP) of Applicant’s retirement from the university as of the effective date of this agreement.
2. The University agrees to employ Applicant as a part-time faculty member at \_\_\_\_% FTE (not to exceed 49 percent Full-Time Equivalency) at the rate of $\_\_\_\_\_\_\_\_\_ per year (must be percentage of Applicant’s full-time salary for the academic year equal to the percentage of Applicant’s contracted workload) for each year Applicant works during both the fall and spring semesters during the course of this agreement, unless the agreement is otherwise terminated during the course of a semester as provided herein. Applicant may elect to receive this salary in either nine or twelve equal installments. In subsequent years, the salary will be incremented by an amount not less than that corresponding to any state-mandated pay increments for all employees. In addition faculty will be considered for merit increments according to college bylaws from any merit funds allocated by the state or the university. The provisions of the University policy on Voluntary Modification of Employment concerning subsequent salary adjustments based on Social Security or other factors will apply.
3. Depending upon space availability and current budgetary considerations at the time of VMOE approval, the participant may be entitled to amenities normally afforded full-time faculty to include, but not be limited to, office space, library and parking privileges, and clerical support, authority to be principal investigator on grants, to supervise graduate students and to serve on and chair thesis and dissertation committees. In addition, the individual shall have the option to participate in health and life insurance programs to the extent provided by the state or by the university for retirees. (Information concerning such insurance benefits is available from the Human Resources benefits office.) Participation in the Texas Teacher Retirement System, Optional Retirement Programs, or tax deferred annuities is not available to the faculty member.
4. Applicant’s assigned activities and duties will be negotiated with the appropriate department chair. At the beginning of each academic year the individual and department chair shall agree, in writing, to the activities and duties that will constitute the faculty member's workload for the VMOE agreement. Applicant’s workload must be less than half the workload established by the University for its full-time faculty.

**APPLICANT OBLIGATIONS:**

1. Upon acceptance of this agreement by the Senior Vice President for Academic Affairs, Applicant agrees to resign from his/her faculty position at the University and will relinquish any and all rights to tenure and/or full-time faculty status.
2. Applicant agrees to perform the activities and duties negotiated with the appropriate department chair each year, and to abide by all obligations of a regular faculty member of the University.

**GENERAL PROVISIONS:**

1. TERM: This agreement is for a Choose an item period, beginning with the first day of the fall semester of 20\_\_, and ending with the last day of the select semester of 20\_\_.
2. RENEWALS: This agreement may be renewed annually by the parties in the final year of the agreement. The terms of such renewal must be set out in writing, with signatures of both parties.
3. FACULTY HANDBOOK: The terms and provisions of the Faculty Handbook (as amended during the course of the agreement) shall apply to Applicant’s employment under this agreement, unless otherwise specified herein.
4. INVOLUNTARY TERMINATION: Failure of the participant to perform duties under the VMOE agreement may be considered a breach of the agreement. At the end of such academic year, the obligation of the university under this policy shall be terminated. In addition to circumstances for termination of employment listed in the Faculty Handbook, Applicant may be terminated if Applicant becomes physically or mentally unable to continue employment with the University under the workload provided herein. In the event of such termination, the University will continue to pay the Applicant’s salary as provided herein until the end of the academic year in which Applicant became unable to continue to perform. At the end of such academic year, the obligation of the University under this agreement shall be terminated. The provisions of the University policy on Voluntary Modification of Employment concerning determination of ability to continue determination of ability to continue employment shall apply.
5. SEVERABILITY: If the state or federal law changes or is interpreted to prohibit the purpose of any provision of this agreement, the Applicant shall have the option to be reinstated by the University to the rank and salary held as of the effective date of this agreement. Such election must be in writing, provided to the Senior Vice President for Academic Affairs, no later than 10 days following notification to the Applicant by the University of such change in law or interpretation, or the option is waived. The provisions of the University policy on Voluntary Modification of Employment concerning retirement plans under this option shall apply.

**SIGNATURES:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Applicant’s Typed Name: Click here to enter text.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Chair’s Typed Name: Click here to enter text.

Name of Department: Click here to enter text.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dean’s Typed Name: Click here to enter text.

Name of College: Click here to enter text.

ACCEPTED:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Senior Vice President for Academic Affairs and Provost or delegate