



**UNIVERSITY SYSTEM
of MARYLAND**

Board of Regents
Committee on Finance

September 2, 2021

Zoom Details to be Provided to Committee

Public Listen-Only Access: 301 715 8592; Conference ID: 997 3595 4116;
Passcode: 016428

AGENDA FOR PUBLIC SESSION

Call to Order

Chairman Attman

1. [Towson University: Project Authorization for Institute for Well-Being \(action\)](#)
2. [University System of Maryland: Legislative Debt Cap \(information\)](#)
3. [Bowie State University: Three Voluntary Separation Incentive Plans for Certain Employees \(action\)](#)
4. [Convening Closed Session \(action\)](#)



TOPIC: Towson University: Project Authorization for Institute for Well-Being

COMMITTEE: Finance

DATE OF COMMITTEE MEETING: September 2, 2021

SUMMARY: Towson University is requesting authorization of \$14.5 million for the purpose of relocating its Institute for Well-Being (IWB). Towson plans to renovate its entire building at 7400 York Road (41,000 Gross Square Feet) and approximately 5,400 GSF at the University's Administration Building located at 8000 York Road, to relocate IWB from leased space in Olympic Place in uptown Towson. The University is requesting to use institutional cash for this project.

The 7400 York Road building is now vacant. It was most recently occupied by the University's Division of Strategic Partnerships and Applied Research. Towson moved this division to the 401 Washington Avenue building. The existing space at 7400 York Road is configured and used as general office space. The proposed project renovation will convert this space from general office to instructional, clinical, and research space. This renovation of 7400 York Road and the IWB move out of leased space is part of the overall strategy that supported the purchase of 401 Washington Avenue, previously approved by the Board of Regents.

The current concept includes a renovated 7400 York Road building with parking, entrance and vestibule modifications. The Hearing & Balance Center will be relocated to their own suite in the Administration Building. The IWB current project schedule has renovations completed by the end of 2022 with an occupancy date of January 15, 2023.

Contracts for this project will require the approval of the Board of Public Works.

The Institute for Well-Being is an interprofessional practice arm of The College of Health Professions which offers a wide spectrum of programs dedicated to promoting and enhancing health and wellness in the community. The IWB provides College Faculty and Students with educational, outreach and research opportunities. Towson University students can experience and participate in innovative professional services and educational programs across the various centers under one organization.

The centers offer professional services from licensed and certified health care experts, playing an important role in serving the local community that benefits from these highly specialized services. Students work under the supervision of the health care staff who mentor and train them to provide the best practices in health and wellness. The outreach represented is a major selling point for students considering the College's programs and the Institute's facilities are a part of these recruitment efforts.

The Institute is comprised of four centers:

- Occupational Therapy Center
- Hussman Center for Adults with Autism
- Speech & Language Center
- Hearing & Balance Center

The goal of the project is to provide facilities that support the mission of the IWB while allowing for future growth and adaptability. The project schedule requires that the Institute move at the conclusion of their current lease term.

The academic goals for the project identified by the College leadership indicate a need to:

- Increase open shared activity areas.
- Build research component to study implementation of best practice across disciplines. The college has been charged with increasing their research footprint and growth in the space dedicated to this function will be required to do so.
- Create a space which supports outpatient services to the community across disciplines.
- Reduce the scale of the fitness component while retaining necessary facilities to support kinesiology research.
- Reduce the space dedicated to office workplace (while faculty and staff will have increased office space at the new CHP building, a gap between IWB move and CHP building completion will require a strategy for swing space).
- The new IWB facilities need to continue to serve a student recruitment function.
- New IWB facility needs to be state-of-the-art with bright, open appearance.

Additionally, facilities include spaces and equipment to support kinesiology research. A Child Therapeutic Program is shared by all the centers and gives participants the opportunity to interact in a pediatric setting. The WISH program (Wellness in Student Health). A Hallmark of the Program involves students in providing clinical and research experiences.

ALTERNATIVE(S): The IWB currently occupies leased space in Olympic Place in uptown Towson which will cost the University \$17.4 million over the next ten years with a need to extend the lease until permanent space is located. The current terms for the IWB at Olympic Place are \$27.40/sf. The lease expires July 31, 2022, with one 5-year renewal option at 3% annual increase.

FISCAL IMPACT: Towson University will use institutional cash for this project. The funding for this project is within the institution’s budget. Funding has been reallocated to support the project and project spending will fit within the current fund balance goal. The current budget reflects an 17% contingency (\$1.9M) for this project. The campus expresses confidence that this amount is sufficient for this renovation project. See attached.

CHANCELLOR’S RECOMMENDATION: That the Finance Committee recommend that the Board of Regents authorize Towson University to spend \$14.5 million of institutional funds for the renovation of space in two buildings for the Towson University Institute for Well-Being, as described above.

COMMITTEE RECOMMENDATION: _____ DATE: _____

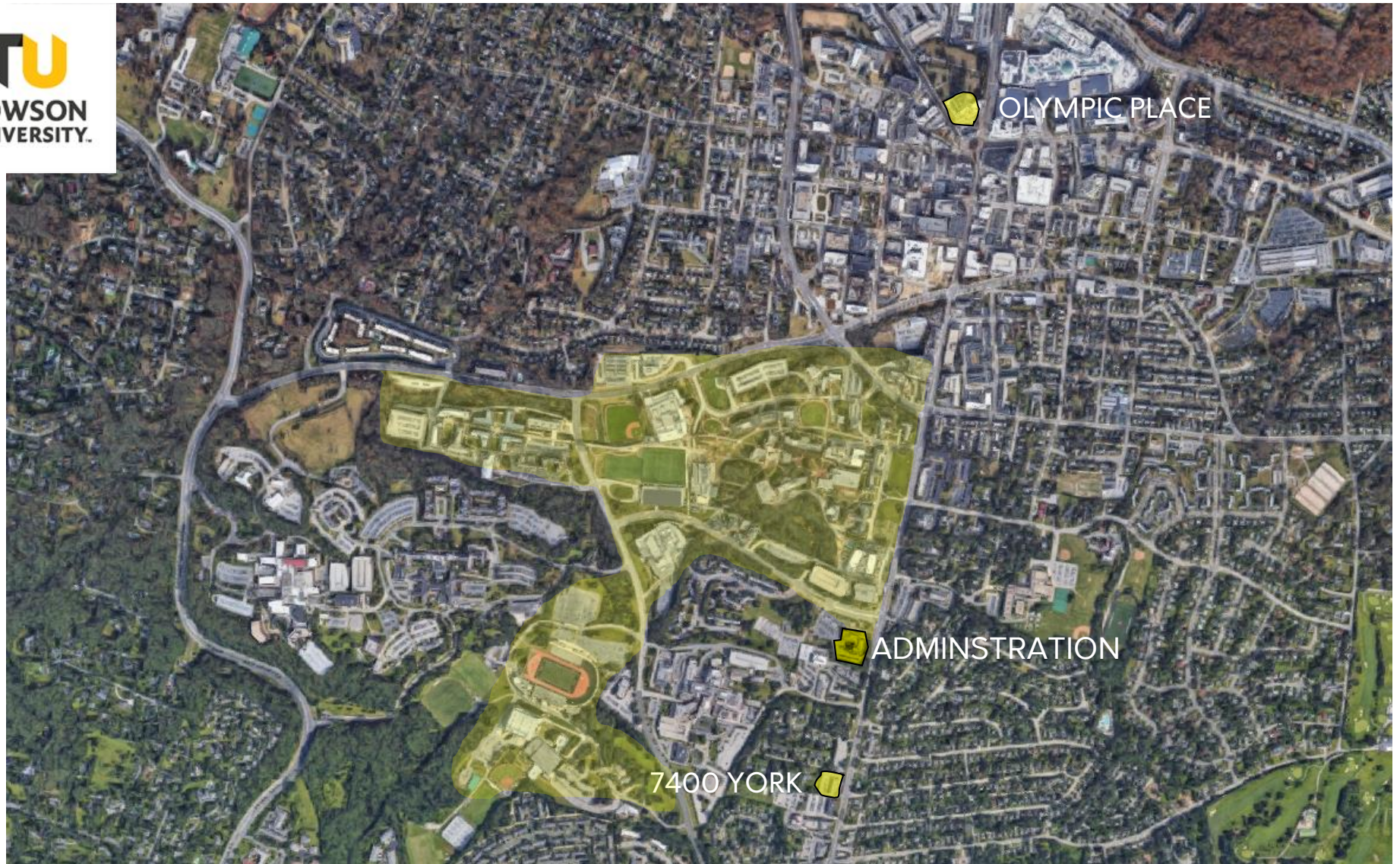
BOARD ACTION: _____ DATE: _____

SUBMITTED BY: Ellen Herbst (301) 445-1923

Project Cost Summary

Towson University - IWB Project

	Current Request
Date	8/5/2021
Stage of Estimate	Concept
Design/Fees	\$800,000
Construction Cost	\$11,000,000
Equipment	\$800,000
Contingency	\$1,900,000
Project Total	\$14,500,000
Submitted by:	Cost estimate provided JMT Architecture





TOPIC: University System of Maryland: Legislative Debt Cap

COMMITTEE: Finance

DATE OF COMMITTEE MEETING: September 2, 2021

SUMMARY: The University System of Maryland issues its own debt under the legislative authority granted by the Education Article, Title 19. The provisions of the legislative authority include a cap or limit on the aggregate amounts of debt that can be outstanding at any time, of \$1,400,000,000. In the upcoming legislative session, the USM will seek to increase its debt cap.

By December 31, 2021, it is expected that the par amount of debt outstanding subject to the cap will be approximately \$1,200,000,000—meaning that there is expected to be \$200,000,000 in borrowing capacity as the System proceeds to its next bond issuance, currently anticipated to use from \$120-150 million of that remaining capacity.

The debt ceiling was last increased during the 2011 General Assembly session.

The amount of debt outstanding subject to the legislative debt cap increases annually as a result of the issuance of new debt exceeding principal paid annually. Currently that increase is approximately \$25 million per year on a normal planning basis. *The recent experience of the pandemic and the financial implications that have arisen associated with changes in operations and capabilities have highlighted the risks associated with having a limited ability to enter into new borrowing or financing arrangements.*

As of June 30, 2021, the Board of Regents had approved a total of \$311,000,000 of capital project authorizations that have not yet been spent. As of the same date, the System had remaining \$90,000,000 of bond proceeds from the last revenue bond issuance in February 2021. The spending needs associated with revenue bond authorized projects will be met through future “new money” (as distinguished from refinancings) bond issues over the coming years, as capital project spending requirements dictate.

One complicating consideration is that accounting rules continue to change, and governmental entities including the USM are expected to adopt GASB Statement 87 Accounting for Leases, for the year ended June 30, 2022. This accounting standard will require that all leases be reflected as liabilities on the face of the balance sheet. Prior to GASB Statement 87, only leases considered “capital” leases were reported as liabilities. Capital leases are within the definition of financings that are subject to the debt cap, meaning that the statute will also need to be reconsidered to determine whether the broader balance sheet treatment of all leases should be considered against the debt cap, or not.

The Board of Regents controls access to borrowing and financing through its annual approval of the capital budget, as well as off-cycle financing requests. The issuance of revenue bonds is done to satisfy the spending and liquidity needs associated projects approved through the capital budget process. The Chancellor executes the bond order necessary to issue any new revenue bond debt.

The System intends to introduce legislation next session to increase the legislative debt cap from \$1.4 billion to \$1.6 billion. This will provide financial flexibility to consider financing avenues to address financial needs and challenges going forward if another crisis or needs arises.

ALTERNATIVE(S): This item is presented for information purposes.

FISCAL IMPACT: This item is presented for information purposes.

CHANCELLOR'S RECOMMENDATION: This item is presented for information purposes.

COMMITTEE RECOMMENDATION:

DATE:

BOARD ACTION:

DATE:

SUBMITTED BY: Ellen Herbst (301) 445-1923



TOPIC: Bowie State University: Three Voluntary Separation Incentive Plans for Certain Employees

COMMITTEE: Finance

DATE OF COMMITTEE MEETING: September 2, 2021

SUMMARY: Bowie State University seeks Board approval of three proposed employee Voluntary Separation Incentive Plans:

- Voluntary Separation Incentive Program for Faculty
- Voluntary Separation Incentive Program for Exempt Employees Who Are Not Eligible for Exempt Bargaining Unit
- Voluntary Separation Incentive Program for Nonexempt Employees Who Are Not Eligible for Nonexempt Bargaining Unit

The goal of the plans is to provide Bowie State University flexibility to hire faculty and staff to assist in addressing mission critical needs with continued focus on the University's vision.

An incentive payment of \$1,000 for each year of State Service, up to a maximum of \$40,000, will be paid to each employee who separates from employment under one of the three proposed plans. The employee must separate by December 31, 2021.

Under each of the three plans:

- the University reserves the right to limit: (1) the total number of applications approved and (2) the number of applications approved in a particular department, work unit or job category;
- eligible employees must apply to be considered for participation between September 13 and October 29, 2021; and
- employees will be notified by November 15, 2021, if they have been approved.

Eighty-six (86) faculty are eligible to apply; forty-four (44) exempt, non-bargaining unit employees are eligible to apply; and nine (9) nonexempt, non-bargaining unit employees are eligible to apply.

The attached copies of the plans provide additional details. These plans have been approved by the Attorney General's Office for legal sufficiency.

ALTERNATIVE(S): The Committee could recommend that the Board of Regents not approve the three Voluntary Separation Incentive Plans as presented or recommend alternatives.

FISCAL IMPACT: The anticipated cost associated with the voluntary incentive separation programs will depend on employee participation levels, associated salaries, and years of service. The University will cover the incentive payouts, which are expected to be in the range of a total of \$300,000 to \$350,000, assuming a participation rate of 15%.

CHANCELLOR'S RECOMMENDATION: That the Finance Committee recommend that the Board of Regents approve the three Voluntary Separation Incentive Plans for Bowie State University as presented.

COMMITTEE RECOMMENDATION:

DATE:

BOARD ACTION:

DATE:

SUBMITTED BY: Ellen Herbst (301) 445-1923

Bowie State University
Voluntary Separation Incentive Program Summary
for
Faculty Employees

Purpose:

The Bowie State University (University or Bowie) Voluntary Separation Incentive Program for Faculty Employees (VSIP) is an offer to provide a financial incentive for certain eligible University employees to separate from employment with the University. Participation in the VSIP will require eligible employees to separate from employment with the University on or before December 31, 2021 in exchange for an incentive payment of up to \$40,000 (forty thousand dollars), based upon years of State Service.

Participation in the VSIP is voluntary. Eligible employees who are interested MUST apply by Friday, October 29, 2021 to be considered for participation in the VSIP.

Eligibility Requirements:

The VSIP is available to University faculty employees who meet the VSIP eligibility requirements. Members of the University President's Cabinet are excluded from participation due to conflict of interest. If you have questions regarding your eligibility, please contact Carrie Davis at cbdavis@bowiestate.edu.

This VSIP is available to faculty employees who:

- 1) Have a minimum of 30 years of State Service (as defined in this document) as of September 30, 2021 including at least 5 years of service with Bowie State University as described under State Service;
Or
- 2) Are at least 50 years old on or before September 30, 2021 and who have age plus years of State Service (as defined in this document) of at least 70 as of that date with at least 5 years of service at Bowie State University;
Or
- 3) Are eligible for retirement on or before September 30, 2021 and have at least 10 years of State Service (as defined in this document) as of that date with at least 5 years of service at Bowie State University.

An employee who has received a notice of termination, layoff or charges for removal prior to September 30, 2021 shall not be eligible, nor shall an employee who on or before September 30, 2021 has entered into a written agreement to separate from employment with the University.

State Service: For purposes of determining eligibility to participate in the VSIP, "State Service" is defined differently than for purposes such as retirement or retiree health benefits. The following rules will be used to compute State Service to determine eligibility for the VSIP:

1. A year of full-time employment as a non-contractual, regular employee (participating in either the State of Maryland Employees or Teachers Pension or Retirement System or the Optional Retirement Plan) as an employee of:
 - a. The University
 - b. Any other State of Maryland public higher education institution or entity; or
 - c. Any other agency or entity of the State of Maryland.

Note that employment by any public community college (other than Baltimore City Community College) or regional community college, or any kindergarten-Grade 12 school system will not count as State Service for purposes of this VSIP.

2. An employee will be credited with one year of State Service for each full year of full-time eligible employment. For employees who are on a 12 month schedule, this means 12 months of full time employment, with partial years counting proportionate to time worked. For faculty whose regular employment is at least 9 months but less than 12 months in an academic year, fulfillment of the entire academic year commitment will count as a year of service, and employment for less than the full commitment will be prorated in relation to the full commitment, e.g., working 5 months of a 10 month commitment will count as .5 or ½ year of State Service.
3. For all employees, employment on a less than full time basis will be counted proportionate to the percentage of full-time employment (e.g., employment at 75% time for one year will equal 0.75 (3/4) of a year of State Service.
4. State Service includes paid leave time. State Service does not include a period of unpaid leave, except for leave designated as Family Medical Leave or Military Administrative Leave (or comparable category of military leave).

For purposes of the VSIP, a year of "service at Bowie State University" is State Service described in 1.a of this section, calculated by the same rules as the State Service section with respect to partial years, part-time employment, leave, etc.

How to apply for the VSIP. The VSIP will be entered into by (1) on or before October 29, 2021 at 11:59 p.m. Eastern Daylight Time, the employee voluntarily completing and electronically signing and submitting to the Office of Human Resources VSIP Portal (**Link will be included in the material distributed to employees**), *the Bowie State University Voluntary Separation Incentive Program for Faculty Employees Application, Agreement & Release and Waiver of Employment Rights* (the Application, Agreement & Release) (a required written receipt will be sent automatically from the Portal), and (2) the approval of the Application, Agreement & Release by the University President. Only the President has the authority to approve an application. Once the President approves an application, the employee has seven (7) days to revoke their application.

No other method or form of application will be accepted. No applications for the VSIP will be accepted after 11:59 p.m. on Friday, October 29, 2021. The employee is responsible for ensuring that they receive a written receipt acknowledging that the completed Application, Agreement & Release has been submitted to the portal. Individual employees who are eligible and wish to participate in the VSIP must follow the VSIP application process. **Additionally, if a participating employee chooses to retire, that employee must also follow the normal retirement application process, which is separate from the VSIP.** The Office of Human Resources can assist with the retirement process for a VSIP participating employee who chooses to retire.

Timeline for the Program:

VSIP Period: The VSIP period (window) is September 13, 2021 through December 31, 2021

Application Period: A defined application period will be open to the eligible employees beginning September 13, 2021 and ending October 29, 2021. To apply for the VSIP, an eligible employee must: (1) complete the Bowie State University Voluntary Separation Incentive Program for Faculty Employees Application, Agreement & Release and Waiver of Employment Rights (the Application, Agreement & Release); and (2) submit the completed, signed and witnessed Application, Agreement & Release no later than 11:59 p.m. Eastern Daylight Time on October 29, 2021 to Office of Human Resources VSIP Portal (a written receipt will be sent automatically from the Portal).

Approval: On or before Monday, November 15, 2021, the University will advise the employee by written or electronic communication whether the President has approved the employee's Application, Agreement & Release for voluntary separation. Only the President of the University has the authority to approve an application on behalf of the University. The University retains the right to limit 1) the total number of applications approved; and 2) the number of applications approved in a particular department, work unit or job category. In that event, the University will make the determination on which applications it will accept based upon the order in which applications were received by the University, as well as the needs of the University.

Revocation Period: **An employee who has applied to participate in the VSIP may revoke his/her Application and Agreement at any time through the end of seven (7) calendar days following the date the employee receives notice that the President has approved the employee's participation (Revocation Period).** An employee can revoke their Application, Agreement & Release in writing by notifying Sheila Hobson in the Office of Human Resources, (Room 100, Robinson Hall, Bowie State University) or by email to shobson@bowiestate.edu through the end of the Revocation Period. **If the employee does not revoke, the employee's Application, Agreement & Release will be final and enforceable and the employee will be separated from employment as of December 31, 2021.**

Separation Date: An employee who has been approved for participation in the VSIP and who does not revoke their Application, Agreement & Release prior to the end of the Revocation Period will be separated from employment with the University as of 11:59 p.m. on December 31, 2021. If the

employee chooses, the employee may submit to the University a separate letter of resignation or intention to retire, but the letter is not required and will not change the terms and conditions of the employee's participation in the VSIP. With the written approval of the President, an employee may separate from employment with the University between September 13, 2021 and December 31, 2021 and participate in the VSIP, provided that the employee meets the eligibility criteria prior to the date of separation from employment and has followed the directions contained above in **How to Apply for the VSIP**.

VSIP Incentive Severance Payment:

The University agrees to make an incentive payment on behalf of each employee who has been approved for participation in the VSIP (Incentive Payment) and who separates from employment with the University on December 31, 2021 equal to \$1,000 (one thousand dollars) for each year of State Service, up to a maximum amount of \$40,000 (forty thousand dollars).

The Incentive Payment will be made no later than 45 (forty-five) days after the employee's separation from employment and will be subject to any required tax withholdings or other mandatory withholdings or offsets.

An employee who participates in the VSIP will not be eligible for reemployment with the University without the prior written approval of the University President, and subject to any other limits imposed by law such as a minimum period of separation from employment for employees who have retired from the University.

An employee who participates in the VSIP:

- May retain their University email account for six (6) months
- May be eligible for retiree health benefits (if the employee chooses to retire AND is eligible to participate in retiree health benefits and/or subsidy, to the extent permitted by State law)
- May be eligible for retiree tuition remission benefits, if permitted by USM policy

General. The agreement to participate in the Bowie State University Voluntary Separation Program for Faculty Employees is binding upon: (1) the submission of the Application, Agreement & Release by the participating employee, (2) the approval of the Application, Agreement & Release by Bowie's President, and (3) the expiration of Revocation Period without the employee's revocation. **Each employee should consult his or her attorney and financial advisor regarding possible participation in the VSIP.**

Please see Attachment A for a list of all positions within the employment category eligible for participation in this VSIP, a list of all positions and whether or not eligible, and the age bands for the positions.

Should you have any questions about the VSIP, including the calculation of your State Service as defined for purposes of the Program, please contact Carrie Davis at cbdavis@bowiestate.edu or by telephone at (301)860-3499 as soon as possible to schedule an appointment.

**BOWIE STATE UNIVERSITY
APPLICATION, AGREEMENT & RELEASE and WAIVER OF EMPLOYMENT RIGHTS**

Faculty Voluntary Separation Incentive Plan (VSIP)

Employee Name:

Employee Position Title:

University Department/Division:

Service with a State of Maryland entity or agency other than Bowie State University will be used to determine your eligibility to participate in the Voluntary Separation Incentive Plan. Please see "State Service" for determining your eligibility to participate in the VSIP. Do you believe you have State Service (as described in the summary of the Voluntary Separation Incentive Plan) with any institution or entity of the State of Maryland other than Bowie State University?

Yes

No

If the answer is yes, please list where you were employed, in the position(s) and approximate dates of employment:

By my signature on this Application, Agreement & Release and Waiver of Employment Rights ("Application, Agreement & Release"), I authorize Bowie State University (the University) to obtain any employment, pension and retirement records necessary to verify my State Service (as defined in this document).

My signature below indicates that I acknowledge and agree that:

- (i) I have carefully read and fully understand the Bowie State University (the University) Voluntary Separation Incentive Plan Summary and this Application, Agreement & Release in their entirety;
- (ii) I have been advised to consult an attorney before signing this Application and have had sufficient opportunity to do so;
- (iii) No other promises or inducements have been made to induce me to enter into the Voluntary Incentive Separation Plan;

- (iv) This Application, Agreement & Release, including the terms of the Voluntary Separation Incentive Plan Summary, is the entire agreement regarding the terms of my separation from employment with Bowie State University; and
- (v) No other promises or agreements shall be binding unless reduced to writing and signed by the parties.

By signing this Application, Agreement & Release, I acknowledge and agree that I have knowingly and voluntarily applied to participate in the Voluntary Separation Incentive Plan. I acknowledge that I have had at least forty-five (45) calendar days to review the materials related to the Voluntary Separation Incentive Plan, and that if I submit this Application, Agreement & Release prior to the end of that 45 day period, I do so voluntarily and knowing that I am free to take the entire 45 day period for review prior to submitting this Application, Agreement & Release. I further understand that, upon notice to me that the University President has approved my Application, Agreement & Release, I have seven (7) calendar days during which I can revoke my Application, Agreement & Release. If I do not revoke and communicate my revocation of this executed Application, Agreement & Release by the end of the seventh (7th) day following the University's communication of the President's acceptance of my Application, Agreement & Release, this executed Application, Agreement & Release will become irrevocable and binding upon both myself and the University and my employment with the University will end at 11:59 p.m. on December 31, 2021 unless the President agrees to an earlier end to my employment.

Upon acceptance by the University, and expiration of the revocation period described in the previous paragraph of this Application, Agreement & Release, this Application, Agreement & Release will serve as my separation agreement with the University. I may submit a formal resignation (effective as of December 31, 2021) for my Human Resources records, but this Application, Agreement & Release will be the binding legal document whether or not I submit a formal resignation letter. No additional notice or letter to the University is necessary to give legal effect to my binding agreement to separate from employment with the University. **I understand that this Application, Agreement & Release does not replace actions necessary on my part to file for retirement or pension benefits, or retiree health benefits, should I choose to retire.**

To participate in the Voluntary Incentive Separation Plan, I understand that I must:

1. Sign this Application Agreement & Release in the presence of a witness of legal age;
2. Have a witness sign the Application, Agreement & Release as witness to my signature; and
3. Submit the voluntary completed and executed Application, Agreement & Release to the Office of Human Resources, VSIP Portal on before October 29, 2021 and receive a written receipt for such submission. Only the President has the authority to approve an application. Once the President approves an application, the employee has seven (7) days to revoke their application.

The President of the University will decide whether to approve my participation in the Voluntary Separation Incentive Plan. No one other than the President has the authority to approve my participation. If the President approves my Application, Agreement & Release, the University will notify me by November 15, 2021.

Once I receive notice that the President has approved my Application, Agreement & Release, I then have seven (7) calendar days to revoke my Application, Agreement & Release and provide written notification to the University. Revocation must be made in writing notifying Sheila Hobson in the Office of Human Resources Room 100 Robinson Hall or by email shobson@bowiestate.edu through the end of the Revocation Period. If I revoke this Application, Agreement & Release, I cannot participate in the Voluntary Separation Incentive Plan. If I do not timely revoke this Application, Agreement & Release, and communicate such revocation to the University:

1) my employment with the University will terminate effective 11:59 p.m. on December 31, 2021; and 2) The Incentive Payment will be made no later than forty-five (45) days after the employee's separation from employment, subject to any required tax withholdings or other mandatory withholdings or offsets.

I understand that, by participating in the Voluntary Separation Incentive Plan, I will not be eligible for reemployment or employment with the University except as approved by the President.

Participation in the Voluntary Separation Incentive Plan and receipt of the Incentive Payment are conditioned by my acceptance and fulfillment of the following conditions as well as acceptance of the terms above:

1. To participate in this program, I must file my completed Application, Agreement & Release to the Office of Human Resources Portal by October 29, 2021 and receive an automatic written receipt that I have submitted this in a complete and timely manner.
2. I will remain a University employee through December 31, 2021 and my salary and compensation, as well as other terms and conditions of employment, will continue in effect through the date, unless earlier terminated. Until I separate from employment with the University, my employment, including my salary and compensation, will be subject to all laws and policies that are generally applicable to other University employees in my employment category. These matters (e.g. furloughs/salary reductions) may affect my actual compensation. Additionally, through December 31, 2021, I will continue to be subject to all applicable policies which could result in my discipline or termination earlier than December 31, 2021. If I am terminated pursuant to University policy or an applicable collective bargaining agreement, I will not be eligible to participate in the Voluntary Separation Incentive Plan, and the Application, Agreement & Release will be null and void.
3. The Application, Agreement & Release shall serve as my resignation from employment with the University, effective December 31, 2021. **If I want to retire following my separation from employment I will need to execute any documents needed to effectuate my retirement, including enrolling in retiree health benefits for which I wish to enroll and for which I am eligible. Regardless of whether I choose to retire, and whether I take any additional actions to formally resign my position, my employment will terminate on December 31, 2021, and I will be removed from payroll as of that date.**
4. If I choose to resign my University employment earlier than described in paragraph 2, I will relinquish the incentive contribution described above unless the President of the University approves such earlier separation date. If the President approves an earlier separation, all references to December 31, 2021 will be replaced by the date on which I separate from employment. This also means that I must have met the eligibility before my separation from employment with the University, and that my BSU service will be calculated as of the date of my separation from service.
5. If, prior to December 31, 2021, my University employment is terminated pursuant to BSU and University policies and procedures and/or provisions of any applicable collective bargaining agreement, I will relinquish all rights to the Incentive Payment described above.
6. I cannot be reemployed by Bowie State University except with the prior written approval of the President.

7. In addition, State law requires that any other employment I may accept or consulting work I may undertake subsequent to separating from employment with the University, must be consistent with the Maryland Public Ethics Law, the Public Private Partnership Act, and related University policies. If I have questions about the applicability of conflict of interest rules to my situation, I can contact the Maryland Ethics Commission at (410) 260-7770 or visit their website at <https://ethics.maryland.gov/>.
8. **General Release and Forbearance Agreement.** I release and discharge the University, and its officers, employees, and agents, the Bowie State University and its Board of Regents, officials, employees and agents, the State of Maryland and its officials, employees and agents (the "Released Parties") from all claims, rights, charges and/or causes of action ("claims") which I had, now have or hereafter may have based on any act of omission which occurred through the date I sign this Application, Agreement & Release. This release covers all claims arising out of or related to my employment with the University, the termination of my employment, and/or any other relationship of any kind between myself and a Released Party, including, but not limited to, claims under the Age Discrimination in Employment Act of 1967, as amended ("ADEA"), all other employment and employment discrimination laws, tort claims, contract claims, and claims under federal, state, and local law and Bowie State University policies and procedures. I am not, however, waiving claims to benefits due to me subsequent separation from employment, including vested pension and retirement rights, payment for accrued and unused annual leave and holiday as of December 31, 2021 (subject to limitations on payment set by policy of the University System of Maryland Board of Regents), and payment of the Incentive Payment described in this Application, Agreement & Release. I acknowledge that this general Release is knowing and voluntary. Nothing in this release will change or modify the retirement or pension benefits to which I may be entitled under Maryland statutory law, nor to any retiree health benefit coverage or subsidy to which I may be entitled under Maryland statutory law.

I confirm that the Incentive Payment to be provided under this Application, Agreement & Release is in addition to any compensation to which I am already entitled. I voluntarily agree to accept the Incentive Payment in full accord and satisfaction of all claims. This General Release is agreed to without reliance upon any statement or representation not contained in this Application, Agreement & Release.

I agree that I will not file or maintain any suit (or seek or accept any compensation, benefit, or other remedy of any kind in any non-judicial forum or in any court) arising out of or related to the matters released. Nothing in this Application, Agreement & Release shall be construed to prevent me from filing or participating in a charge of discrimination filed with, or investigation by, the Equal Employment Opportunity Commission or any other governmental agency. However, by signing this Agreement, I waive the right to recover any monetary damages, individual relief, or attorneys' fees from the University or any Released Party in any claim, charge, or lawsuit filed by myself or any other person or entity.

9. I acknowledge that I have been advised to consult with an attorney to consider the Bowie State University Voluntary Separation Incentive Plan materials, including this Application, Agreement & Release. I have a period of at 45 calendar days to consider the Voluntary Separation Incentive Plan offer and to determine whether I wanted to participate in the Voluntary Separation Incentive Plan by executing this Application, Agreement & Release. If I execute this Application, Agreement & Release before the end of the 45 calendar day period, I have knowingly and voluntarily waived the 45 review period.

- 10. I may revoke this Application, Agreement & Release within seven (7) calendar days following my receipt of written or electronic communication that the President of the University has approved and executed my Application, Agreement & Release. If I choose to revoke, I will do so by notifying in writing Sheila Hobson in the Office of Human Resources Room 100 Robinson Hall or by email to shobson@bowiestate.edu through the end of the seven (7) day revocation period. I understand that if I do not revoke within the seven (7) calendar day period, this Application, Agreement & Release will be final and binding.
- 11. The waivers and the contractual agreements made in this Application, Agreement & Release are binding upon me and my heirs and assigns. The commitments of the University are binding upon the University and its successors and assigns. The University's commitments are subject to State law and the terms of State and University employee benefit plans, as well as federal law. Taxation issues will be handled by the University in accordance with applicable law.

I have considered the Bowie State University Voluntary Separation Incentive Plan materials and this Application, Agreement & Release fully, and to the extent that I feel appropriate, I have consulted with my legal, financial, tax and personal advisers.

I understand that I may contact Carrie Davis in the Office of Human Resources, email cbdavis@bowiestate.edu, with questions about the Plan, including questions about my State Service. My attorney may address questions directly to Elena Langrill at elangrill@oag.state.md.us in the Maryland Office of the Attorney General.

Employee's Signature	Date
Employee's Printed Name	
Signature of Employee's Witness	Date
Printed Name of Employee's Witness	

APPROVED FOR PARTICIPATION IN THE BOWIE STATE UNIVERSITY VOLUNTARY INCENTIVE SEPARTION PLAN:

Dr. Aminta Breaux President, Bowie State University	Date
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Bowie State University
Voluntary Separation Incentive Program Summary
for
Exempt Employees Who are Not Eligible for the Exempt Bargaining Unit

Purpose:

The Bowie State University (University or Bowie) Voluntary Separation Incentive Program for Exempt Employees who are Not Eligible for the Exempt Bargaining Unit (VSIP) is an offer to provide a financial incentive for certain eligible University employees to separate from employment with the University. Participation in the VSIP will require eligible employees to separate from employment with the University on or before December 31, 2021 in exchange for an incentive payment of up to \$40,000 (forty thousand dollars), based upon years of State Service. **Participation in the VSIP is voluntary. Eligible employees who are interested MUST apply by Friday, October 29, 2021 to be considered for participation in the VSIP.**

Eligibility Requirements:

The VSIP is available to University exempt employees who are not eligible to be members of the exempt bargaining unit and who meet the VSIP eligibility requirements. Members of the University President's Cabinet are excluded from participation due to conflict of interest. If you have questions regarding your eligibility, please contact Carrie Davis at cbdavis@bowiestate.edu.

This VSIP is available to exempt employees who are not eligible to be members of the exempt bargaining unit and who:

- 1) Have a minimum of 30 years of State Service (as defined in this document) as of September 30, 2021 including at least 5 years of service with Bowie State University as described under State Service;
Or
- 2) Are at least 50 years old on or before September 30, 2021 and who have age plus years of State Service (as defined in this document) totaling at least 70 points as of that date with at least 5 years of service at Bowie State University;
Or
- 3) Are eligible for retirement on or before September 30, 2021 and have at least 10 years of State Service (as defined in this document) as of that date with at least 5 years of service at Bowie State University.

An employee who has received a notice of termination, layoff or charges for removal prior to September 30, 2021 shall not be eligible, nor shall an employee who on or before September 30, 2021 has entered into a written agreement to separate from employment with the University.

State Service: For purposes of determining eligibility to participate in the VSIP, "State Service" is defined differently than for purposes such as retirement or retiree health benefits. The following rules will be used to compute State Service to determine eligibility for the VSIP:

1. A year of full-time employment as a non-contractual, regular employee (participating in either the State of Maryland Employees or Teachers Pension or Retirement System or the Optional Retirement Plan) as an employee of:
 - a. The University
 - b. Any other State of Maryland public higher education institution or entity; or
 - c. Any other agency or entity of the State of Maryland.

Note that employment by any public community college (other than Baltimore City Community College) or regional community college, or any kindergarten-Grade 12 school system will not count as State Service for purposes of this VSIP.

2. An employee will be credited with one year of State Service for each full year of full-time eligible employment. For employees who are on a 12 month schedule, this means 12 months of full time employment, with partial years counting proportionate to time worked. For faculty whose regular employment is at least 9 months but less than 12 months in an academic year, fulfillment of the entire academic year commitment will count as a year of service, and employment for less than the full commitment will be prorated in relation to the full commitment, e.g., working 5 months of a 10 month commitment will count as .5 or ½ year of State Service.
3. For all employees, employment on a less than full time basis will be counted proportionate to the percentage of full-time employment (e.g, employment at 75% time for one year will equal 0.75 (3/4) of a year of State Service.
4. State Service includes paid leave time. State Service does not include a period of unpaid leave, except for leave designated as Family Medical Leave or Military Administrative Leave (or comparable category of military leave).

For purposes of the VSIP, a year of "service at Bowie State University" is State Service described in 1.a of this section, calculated by the same rules as the State Service section with respect to partial years, part-time employment, leave, etc.

How to apply for the VSIP. The VSIP will be entered into by (1) on or before October 29, 2021 at 11:59 p.m. Eastern Daylight Time, the employee voluntarily completing and electronically signing and submitting to the Office of Human Resources VSIP Portal (**Link will be included in the material distributed to employees**), *the Bowie State University Voluntary Separation Incentive Program for Exempt Employees Who Are Not Eligible for the Exempt Bargaining Unit Application, Agreement & Release and Waiver of Employment Rights* (the Application, Agreement & Release) (a required written receipt will be sent automatically from the Portal), and (2) the approval of the Application, Agreement & Release by the

University President. Only the President has the authority to approve an application. Once the President approves an application, the employee has seven (7) days to revoke their application.

No other method or form of application will be accepted. No applications for the VSIP will be accepted after 11:59 p.m. on Friday, October 29, 2021. The employee is responsible for ensuring that they receive a written receipt acknowledging that the completed Application, Agreement & Release has been submitted to the portal. Individual employees who are eligible and wish to participate in the VSIP must follow the VSIP application process. **Additionally, if a participating employee chooses to retire, that employee must also follow the normal retirement application process, which is separate from the VSIP.** The Office of Human Resources can assist with the retirement process for a VSIP participating employee who chooses to retire.

Timeline for the Program:

VSIP Period: The VSIP period (window) is **September 13, 2021 through December 31, 2021**

Application Period: A defined application period will be open to the eligible employees beginning September 13, 2021 and ending October 29, 2021. To apply for the VSIP, an eligible employee must: (1) complete the Bowie State University Voluntary Separation Incentive Program for Exempt Employees Who Are Not Eligible for the Exempt Bargaining Unit Application, Agreement & Release and Waiver of Employment Rights (the Application, Agreement & Release); and (2) submit the completed, signed and witnessed Application, Agreement & Release no later than 11:59 p.m. Eastern Daylight Time on October 29, 2021 to Office of Human Resources VSIP Portal (a written receipt will be sent automatically from the Portal).

Approval: On or before Monday, November 15, 2021, the University will advise the employee by written or electronic communication whether the President has approved the employee's Application, Agreement & Release for voluntary separation. Only the President of the University has the authority to approve an application on behalf of the University. The University retains the right to limit 1) the total number of applications approved; and 2) the number of applications approved in a particular department, work unit or job category. In that event, the University will make the determination on which applications it will accept based upon the order in which applications were received by the University, as well as the needs of the University.

Revocation Period: An employee who has applied to participate in the VSIP may revoke his/her Application and Agreement at any time through the end of seven (7) calendar days following the date the employee receives notice that the President has approved the employee's participation (Revocation Period). An employee can revoke their Application, Agreement & Release in writing by notifying Sheila Hobson in the Office of Human Resources, (Room 100, Robinson Hall, Bowie State University) or by email to shobson@bowiestate.edu through the end of the Revocation Period. **If the employee does not revoke, the employee's Application, Agreement & Release will be final and enforceable and the employee will be separated from employment as of December 31, 2021.**

Separation Date: An employee who has been approved for participation in the VSIP and who does not revoke their Application, Agreement & Release prior to the end of the Revocation Period will be separated from employment with the University as of 11:59 p.m. on December 31, 2021. If the employee chooses, the employee may submit to the University a separate letter of resignation or intention to retire, but the letter is not required and will not change the terms and conditions of the employee's participation in the VSIP. With the written approval of the President, an employee may separate from employment with the University between September 13, 2021 and December 31, 2021 and participate in the VSIP, provided that the employee meets the eligibility criteria prior to the date of separation from employment and has followed the directions contained above in **How to Apply for the VSIP**.

VSIP Incentive Severance Payment:

The University agrees to make an incentive payment on behalf of each employee who has been approved for participation in the VSIP (Incentive Payment) and who separates from employment with the University on December 31, 2021 equal to \$1,000 (one thousand dollars) for each year of State Service, up to a maximum amount of \$40,000 (forty thousand dollars).

The Incentive Payment will be made no later than 45 (forty-five) days after the employee's separation from employment and will be subject to any required tax withholdings or other mandatory withholdings or offsets.

An employee who participates in the VSIP will not be eligible for reemployment with the University without the prior written approval of the University President, and subject to any other limits imposed by law such as a minimum period of separation from employment for employees who have retired from the University.

An employee who participates in the VSIP:

- May retain their University email account for six (6) months
- May be eligible for retiree health benefits (if the employee chooses to retire AND is eligible to participate in retiree health benefits and/or subsidy, to the extent permitted by State law)
- May be eligible for retiree tuition remission benefits, if permitted by USM policy

General. The agreement to participate in the Bowie State University Voluntary Separation Program for Exempt Employees Who Are Not Eligible for the Exempt Bargaining Unit is binding upon: (1) the submission of the Application, Agreement & Release by the participating employee, (2) the approval of the Application, Agreement & Release by Bowie's President, and (3) the expiration of Revocation Period without the employee's revocation. **Each employee should consult his or her attorney and financial advisor regarding possible participation in the VSIP.**

Please see Attachment A for a list of all positions within the employment category eligible for participation in this VSIP, a list of all positions and whether or not eligible, and the age bands for the positions

Should you have any questions about the VSIP, including the calculation of your State Service as defined for purposes of the Program, please contact Carrie Davis at cbdavis@bowiestate.edu or by telephone at (301)860-3499 as soon as possible to schedule an appointment.

BOWIE STATE UNIVERSITY
APPLICATION, AGREEMENT & RELEASE and WAIVER OF EMPLOYMENT RIGHTS
Exempt Employees Who are Not Eligible for the Exempt Bargaining Unit
Voluntary Incentive Separation Plan (VSIP)

Employee Name:

Employee Position Title:

University Department/Division:

Service with a State of Maryland entity or agency other than Bowie State University will be used to determine your eligibility to participate in the Voluntary Separation Incentive Plan. Please see "State Service" for determining your eligibility to participate in the VSIP. Do you believe you have State Service (as described in the summary of the Voluntary Separation Incentive Plan) with any institution or entity of the State of Maryland other than Bowie State University?

Yes

No

If the answer is yes, please list where you were employed, in the position(s) and approximate dates of employment:

By my signature on this Application, Agreement & Release and Waiver of Employment Rights ("Application, Agreement & Release"), I authorize Bowie State University (the University) to obtain any employment, pension and retirement records necessary to verify my State Service (as defined in this document).

My signature below indicates that I acknowledge and agree that:

- (i) I have carefully read and fully understand the Bowie State University (the University) Voluntary Separation Incentive Plan Summary and this Application, Agreement & Release in their entirety;
- (ii) I have been advised to consult an attorney before signing this Application and have had sufficient opportunity to do so;
- (iii) No other promises or inducements have been made to induce me to enter into the Voluntary Incentive Separation Plan;

- (iv) This Application, Agreement & Release, including the terms of the Voluntary Separation Incentive Plan Summary, is the entire agreement regarding the terms of my separation from employment with Bowie State University; and
- (v) No other promises or agreements shall be binding unless reduced to writing and signed by the parties.

By signing this Application, Agreement & Release, I acknowledge and agree that I have knowingly and voluntarily applied to participate in the Voluntary Separation Incentive Plan. I acknowledge that I have had at least forty-five (45) calendar days to review the materials related to the Voluntary Separation Incentive Plan, and that if I submit this Application, Agreement & Release prior to the end of that 45 day period, I do so voluntarily and knowing that I am free to take the entire 45 day period for review prior to submitting this Application, Agreement & Release. I further understand that, upon notice to me that the University President has approved my Application, Agreement & Release, I have seven (7) calendar days during which I can revoke my Application, Agreement & Release. If I do not revoke and communicate my revocation of this executed Application, Agreement & Release by the end of the seventh (7th) day following the University's communication of the President's acceptance of my Application, Agreement & Release, this executed Application, Agreement & Release will become irrevocable and binding upon both myself and the University and my employment with the University will end at 11:59 p.m. on December 31, 2021 unless the President agrees to an earlier end to my employment.

Upon acceptance by the University, and expiration of the revocation period described in the previous paragraph of this Application, Agreement & Release, this Application, Agreement & Release will serve as my separation agreement with the University. I may submit a formal resignation (effective as of December 31, 2021) for my Human Resources records, but this Application, Agreement & Release will be the binding legal document whether or not I submit a formal resignation letter. No additional notice or letter to the University is necessary to give legal effect to my binding agreement to separate from employment with the University. **I understand that this Application, Agreement & Release does not replace actions necessary on my part to file for retirement or pension benefits, or retiree health benefits, should I choose to retire.**

To participate in the Voluntary Incentive Separation Plan, I understand that I must:

1. Sign this Application Agreement & Release in the presence of a witness of legal age;
 2. Have a witness sign the Application, Agreement & Release as witness to my signature; and
 3. Submit the voluntary completed and executed Application, Agreement & Release to the Office of Human Resources, VSIP Portal on before October 29, 2021 and receive a written receipt for such submission.
- Only the President has the authority to approve an application. Once the President approves an application, the employee has seven (7) days to revoke their application.

The President of the University will decide whether to approve my participation in the Voluntary Separation Incentive Plan. No one other than the President has the authority to approve my participation. If the President approves my Application, Agreement & Release, the University will notify me by November 15, 2021.

Once I receive notice that the President has approved my Application, Agreement & Release, I then have seven (7) calendar days to revoke my Application, Agreement & Release and provide written notification to the University. Revocation must be made in writing notifying Sheila Hobson in the Office of Human Resources Room 100 Robinson Hall or by email shobson@bowiestate.edu through the end of the Revocation Period. If I revoke this Application, Agreement & Release, I cannot participate in the Voluntary Separation Incentive Plan. If I do not timely revoke this Application, Agreement & Release, and communicate such revocation to the University:

1) my employment with the University will terminate effective 11:59 p.m. on December 31, 2021; and 2) The Incentive Payment will be made no later than forty-five (45) days after the employee's separation from employment, subject to any required tax withholdings or other mandatory withholdings or offsets.

I understand that, by participating in the Voluntary Separation Incentive Plan, I will not be eligible for reemployment or employment with the University except as approved by the President.

Participation in the Voluntary Separation Incentive Plan and receipt of the Incentive Payment are conditioned by my acceptance and fulfillment of the following conditions as well as acceptance of the terms above:

1. To participate in this program, I must file my completed Application, Agreement & Release to the Office of Human Resources Portal by October 29, 2021 and receive an automatic written receipt that I have submitted this in a complete and timely manner.
2. I will remain a University employee through December 31, 2021 and my salary and compensation, as well as other terms and conditions of employment, will continue in effect through the date, unless earlier terminated. Until I separate from employment with the University, my employment, including my salary and compensation, will be subject to all laws and policies that are generally applicable to other University employees in my employment category. These matters (e.g. furloughs/salary reductions) may affect my actual compensation. Additionally, through December 31, 2021, I will continue to be subject to all applicable policies which could result in my discipline or termination earlier than December 31, 2021. If I am terminated pursuant to University policy or an applicable collective bargaining agreement, I will not be eligible to participate in the Voluntary Separation Incentive Plan, and the Application, Agreement & Release will be null and void.
3. The Application, Agreement & Release shall serve as my resignation from employment with the University, effective December 31, 2021. **If I want to retire following my separation from employment I will need to execute any documents needed to effectuate my retirement**, including enrolling in retiree health benefits for which I wish to enroll and for which I am **eligible**. **Regardless of whether I choose to retire, and whether I take any additional actions to formally resign my position, my employment will terminate on December 31, 2021, and I will be removed from payroll as of that date.**
4. If I choose to resign my University employment earlier than described in paragraph 2, I will relinquish the incentive contribution described above unless the President of the University approves such earlier separation date. If the President approves an earlier separation, all references to December 31, 2021 will be replaced by the date on which I separate from employment. This also means that I must have met the eligibility before my separation from employment with the University, and that my BSU service will be calculated as of the date of my separation from service.
5. If, prior to December 31, 2021, my University employment is terminated pursuant to BSU and University policies and procedures and/or provisions of any applicable collective bargaining agreement, I will relinquish all rights to the Incentive Payment described above.
6. I cannot be reemployed by Bowie State University except with the prior written approval of the President.

7. In addition, State law requires that any other employment I may accept or consulting work I may undertake subsequent to separating from employment with the University, must be consistent with the Maryland Public Ethics Law, the Public Private Partnership Act, and related University policies. If I have questions about the applicability of conflict of interest rules to my situation, I can contact the Maryland Ethics Commission at (410) 260-7770 or visit their website at <https://ethics.maryland.gov/>.
8. **General Release and Forbearance Agreement.** I release and discharge the University, and its officers, employees, and agents, the Bowie State University and its Board of Regents, officials, employees and agents, the State of Maryland and its officials, employees and agents (the "Released Parties") from all claims, rights, charges and/or causes of action ("claims") which I had, now have or hereafter may have based on any act of omission which occurred through the date I sign this Application, Agreement & Release. This release covers all claims arising out of or related to my employment with the University, the termination of my employment, and/or any other relationship of any kind between myself and a Released Party, including, but not limited to, claims under the Age Discrimination in Employment Act of 1967, as amended ("ADEA"), all other employment and employment discrimination laws, tort claims, contract claims, and claims under federal, state, and local law and Bowie State University policies and procedures. I am not, however, waiving claims to benefits due to me subsequent separation from employment, including vested pension and retirement rights, payment for accrued and unused annual leave and holiday as of December 31, 2021 (subject to limitations on payment set by policy of the University System of Maryland Board of Regents), and payment of the Incentive Payment described in this Application, Agreement & Release. I acknowledge that this general Release is knowing and voluntary. Nothing in this release will change or modify the retirement or pension benefits to which I may be entitled under Maryland statutory law, nor to any retiree health benefit coverage or subsidy to which I may be entitled under Maryland statutory law.

I confirm that the Incentive Payment to be provided under this Application, Agreement & Release is in addition to any compensation to which I am already entitled. I voluntarily agree to accept the Incentive Payment in full accord and satisfaction of all claims. This General Release is agreed to without reliance upon any statement or representation not contained in this Application, Agreement & Release.

I agree that I will not file or maintain any suit (or seek or accept any compensation, benefit, or other remedy of any kind in any non-judicial forum or in any court) arising out of or related to the matters released. Nothing in this Application, Agreement & Release shall be construed to prevent me from filing or participating in a charge of discrimination filed with, or investigation by, the Equal Employment Opportunity Commission or any other governmental agency. However, by signing this Agreement, I waive the right to recover any monetary damages, individual relief, or attorneys' fees from the University or any Released Party in any claim, charge, or lawsuit filed by myself or any other person or entity.

9. I acknowledge that I have been advised to consult with an attorney to consider the Bowie State University Voluntary Separation Incentive Plan materials, including this Application, Agreement & Release. I have a period of at 45 calendar days to consider the Voluntary Separation Incentive Plan offer and to determine whether I wanted to participate in the Voluntary Separation Incentive Plan by executing this Application, Agreement & Release. If I execute this Application, Agreement & Release before the end of the 45 calendar day period, I have knowingly and voluntarily waived the 45 review period.

10. I may revoke this Application, Agreement & Release within seven (7) calendar days following my receipt of written or electronic communication that the President of the University has approved and executed my Application, Agreement & Release. If I choose to revoke, I will do so by notifying in writing Sheila Hobson in the Office of Human Resources Room 100 Robinson Hall or by email to shobson@bowiestate.edu through the end of the seven (7) day revocation period. I understand that if I do not revoke within the seven (7) calendar day period, this Application, Agreement & Release will be final and binding.

11. The waivers and the contractual agreements made in this Application, Agreement & Release are binding upon me and my heirs and assigns. The commitments of the University are binding upon the University and its successors and assigns. The University's commitments are subject to State law and the terms of State and University employee benefit plans, as well as federal law. Taxation issues will be handled by the University in accordance with applicable law.

I have considered the Bowie State University Voluntary Separation Incentive Plan materials and this Application, Agreement & Release fully, and to the extent that I feel appropriate, I have consulted with my legal, financial, tax and personal advisers.

I understand that I may contact Carrie Davis in the Office of Human Resources, email cbdavis@bowiestate.edu, with questions about the Plan, including questions about my State Service. My attorney may address questions directly to Elena Langrill at elangrill@oag.state.md.us in the Maryland Office of the Attorney General.

Employee's Signature

Date

Employee's Printed Name

Signature of Employee's Witness

Date

Printed Name of Employee's Witness

APPROVED FOR PARTICIPATION IN THE BOWIE STATE UNIVERSITY VOLUNTARY INCENTIVE SEPARTION PLAN:

Dr. Aminta Breaux
President, Bowie State University

Date

Bowie State University
Voluntary Separation Incentive Program Summary
for
Nonexempt Employees Who are Not Eligible for the Nonexempt Bargaining Unit

Purpose:

The Bowie State University (University or Bowie) Voluntary Separation Incentive Program for Nonexempt Employees Who are Not Eligible for the Nonexempt Bargaining Unit (VSIP) is an offer to provide a financial incentive for certain eligible University employees to separate from employment with the University. Participation in the VSIP will require eligible employees to separate from employment with the University on or before December 31, 2021 in exchange for an incentive payment of up to \$40,000 (forty thousand dollars), based upon years of State Service. **Participation in the VSIP is voluntary. Eligible employees who are interested MUST apply by Friday, October 29, 2021 to be considered for participation in the VSIP.**

Eligibility Requirements:

The VSIP is available to University nonexempt employees who are not eligible to be members of the nonexempt bargaining unit and who meet the VSIP eligibility requirements. Members of the University President's Cabinet are excluded from participation due to conflict of interest. If you have questions regarding your eligibility, please contact Carrie Davis at cbdavis@bowiestate.edu.

This VSIP is available to nonexempt employees who are not eligible to be members of the nonexempt bargaining unit and who:

- 1) Have a minimum of 30 years of State Service (as defined in this document) as of September 30, 2021 including at least 5 years of service with Bowie State University as described under State Service;
Or
- 2) Are at least 50 years old on or before September 30, 2021 and who have age plus years of State Service (as defined in this document) of at least 70 points as of that date with at least 5 years of service at Bowie State University;
Or
- 3) Are eligible for retirement on or before September 30, 2021 and have at least 10 years of State Service (as defined in this document) as of that date with at least 5 years of service at Bowie State University.

An employee who has received a notice of termination, layoff or charges for removal prior to September 30, 2021 shall not be eligible, nor shall an employee who on or before September 30, 2021 has entered into a written agreement to separate from employment with the University.

State Service: For purposes of determining eligibility to participate in the VSIP, "State Service " is defined differently than for purposes such as retirement or retiree health benefits. The following rules will be used to compute State Service to determine eligibility for the VSIP:

1. A year of full-time employment as a non-contractual, regular employee (participating in either the State of Maryland Employees or Teachers Pension or Retirement System or the Optional Retirement Plan) as an employee of:
 - a. The University
 - b. Any other State of Maryland public higher education institution or entity; or
 - c. Any other agency or entity of the State of Maryland.

Note that employment by any public community college (other than Baltimore City Community College) or regional community college, or any kindergarten-Grade 12 school system will not count as State Service for purposes of this VSIP.

2. An employee will be credited with one year of State Service for each full year of full-time eligible employment. For employees who are on a 12 month schedule, this means 12 months of full time employment, with partial years counting proportionate to time worked. For faculty whose regular employment is at least 9 months but less than 12 months in an academic year, fulfillment of the entire academic year commitment will count as a year of service, and employment for less than the full commitment will be prorated in relation to the full commitment, e.g., working 5 months of a 10 month commitment will count as .5 or ½ year of State Service.
3. For all employees, employment on a less than full time basis will be counted proportionate to the percentage of full-time employment (e.g, employment at 75% time for one year will equal 0.75 (3/4) of a year of State Service.
4. State Service includes paid leave time. State Service does not include a period of unpaid leave, except for leave designated as Family Medical Leave or Military Administrative Leave (or comparable category of military leave).

For purposes of the VSIP, a year of "service at Bowie State University" is State Service described in 1.a of this section, calculated by the same rules as the State Service section with respect to partial years, part-time employment, leave, etc..

How to apply for the VSIP. The VSIP will be entered into by (1) on or before October 29, 2021 at 11:59 p.m. Eastern Daylight Time, the employee voluntarily completing and electronically signing and submitting to the Office of Human Resources VSIP Portal (**Link will be included in the material distributed to employees**), *the Bowie State University Voluntary Separation Incentive Program for Nonexempt Employees Who Are Not Eligible for the Nonexempt Bargaining Unit Application, Agreement & Release and Waiver of Employment Rights* (the Application, Agreement & Release) (a required written receipt will be sent automatically from the Portal), and (2) the approval of the Application, Agreement & Release by the

University President. Only the President has the authority to approve an application. Once the President approves an application, the employee has seven (7) days to revoke their application.

No other method or form of application will be accepted. No applications for the VSIP will be accepted after 11:59 p.m. on Friday, October 29, 2021. The employee is responsible for ensuring that they receive a written receipt acknowledging that the completed Application, Agreement & Release has been submitted to the portal. Individual employees who are eligible and wish to participate in the VSIP must follow the VSIP application process. **Additionally, if a participating employee chooses to retire, that employee must also follow the normal retirement application process, which is separate from the VSIP.** The Office of Human Resources can assist with the retirement process for a VSIP participating employee who chooses to retire.

Timeline for the Program:

VSIP Period: The VSIP period (window) is September 13, 2021 through December 31, 2021

Application Period: A defined application period will be open to the eligible employees beginning September 13, 2021 and ending October 29, 2021. To apply for the VSIP, an eligible employee must: (1) complete the Bowie State University Voluntary Separation Incentive Program for Nonexempt Employees Who Are Not Eligible for the Nonexempt Bargaining Unit Application, Agreement & Release and Waiver of Employment Rights (the Application, Agreement & Release); and (2) submit the completed, signed and witnessed Application, Agreement & Release no later than 11:59 p.m. Eastern Daylight Time on October 29, 2021 to Office of Human Resources VSIP Portal (a written receipt will be sent automatically from the Portal).

Approval: On or before Monday, November 15, 2021, the University will advise the employee by written or electronic communication whether the President has approved the employee's Application, Agreement & Release for voluntary separation. Only the President of the University has the authority to approve an application on behalf of the University. The University retains the right to limit 1) the total number of applications approved; and 2) the number of applications approved in a particular department, work unit or job category. In that event, the University will make the determination on which applications it will accept based upon the order in which applications were received by the University, as well as the needs of the University.

Revocation Period: An employee who has applied to participate in the VSIP may revoke his/her Application and Agreement at any time through the end of seven (7) calendar days following the date the employee receives notice that the President has approved the employee's participation (Revocation Period). An employee can revoke their Application, Agreement & Release in writing by notifying Sheila Hobson in the Office of Human Resources, (Room 100, Robinson Hall, Bowie State University) or by email to shobson@bowiestate.edu through the end of the Revocation Period. **If the employee does not revoke, the employee's Application, Agreement & Release will be final and enforceable and the employee will be separated from employment as of December 31, 2021.**

Separation Date: An employee who has been approved for participation in the VSIP and who does not revoke their Application, Agreement & Release prior to the end of the Revocation Period will be separated from employment with the University as of 11:59 p.m. on December 31, 2021. If the employee chooses, the employee may submit to the University a separate letter of resignation or intention to retire, but the letter is not required and will not change the terms and conditions of the employee's participation in the VSIP. With the written approval of the President, an employee may separate from employment with the University between September 13, 2021 and December 31, 2021 and participate in the VSIP, provided that the employee meets the eligibility criteria prior to the date of separation from employment and has followed the directions contained above in **How to Apply for the VSIP**.

VSIP Incentive Severance Payment:

The University agrees to make an incentive payment on behalf of each employee who has been approved for participation in the VSIP (Incentive Payment) and who separates from employment with the University on December 31, 2021 equal to \$1,000 (one thousand dollars) for each year of State Service, up to a maximum amount of \$40,000 (forty thousand dollars).

The Incentive Payment will be made no later than 45 (forty-five) days after the employee's separation from employment and will be subject to any required tax withholdings or other mandatory withholdings or offsets.

An employee who participates in the VSIP will not be eligible for reemployment with the University without the prior written approval of the University President, and subject to any other limits imposed by law such as a minimum period of separation from employment for employees who have retired from the University.

An employee who participates in the VSIP:

- May be eligible for retiree health benefits (if the employee chooses to retire AND is eligible to participate in retiree health benefits and/or subsidy, to the extent permitted by State law)
- May be eligible for retiree tuition remission benefits, if permitted by USM policy

General. The agreement to participate in the Bowie State University Voluntary Separation Program for Nonexempt Employees Who Are Not Eligible for the Nonexempt Bargaining Unit is binding upon: (1) the submission of the Application, Agreement & Release by the participating employee, (2) the approval of the Application, Agreement & Release by Bowie's President, and (3) the expiration of Revocation Period without the employee's revocation. **Each employee should consult his or her attorney and financial advisor regarding possible participation in the VSIP.**

Please see Attachment A for a list of all positions within the employment category eligible for participation in this VSIP, a list of all positions and whether or not eligible, and the age bands for the positions.

Should you have any questions about the VSIP, including the calculation of your State Service as defined for purposes of the Program, please contact Carrie Davis at cbdavis@bowiestate.edu or by telephone at (301)860-3499 as soon as possible to schedule an appointment.

BOWIE STATE UNIVERSITY
APPLICATION, AGREEMENT & RELEASE and WAIVER OF EMPLOYMENT RIGHTS
NonExempt Employees Who are Not Eligible for the Nonexempt Bargaining Unit
Voluntary Incentive Separation Plan (VSIP)

Employee Name:

Employee Position Title:

University Department/Division:

Service with a State of Maryland entity or agency other than Bowie State University will be used to determine your eligibility to participate in the Voluntary Separation Incentive Plan. Please see "State Service" for determining your eligibility to participate in the VSIP. Do you believe you have State Service (as described in the summary of the Voluntary Separation Incentive Plan) with any institution or entity of the State of Maryland other than Bowie State University?

Yes

No

If the answer is yes, please list where you were employed, in the position(s) and approximate dates of employment:

By my signature on this Application, Agreement & Release and Waiver of Employment Rights ("Application, Agreement & Release"), I authorize Bowie State University (the University) to obtain any employment, pension and retirement records necessary to verify my State Service (as defined in this document).

My signature below indicates that I acknowledge and agree that:

- (i) I have carefully read and fully understand the Bowie State University (the University) Voluntary Separation Incentive Plan Summary and this Application, Agreement & Release in their entirety;
- (ii) I have been advised to consult an attorney before signing this Application and have had sufficient opportunity to do so;
- (iii) No other promises or inducements have been made to induce me to enter into the Voluntary Incentive Separation Plan;

- (iv) This Application, Agreement & Release, including the terms of the Voluntary Separation Incentive Plan Summary, is the entire agreement regarding the terms of my separation from employment with Bowie State University; and
- (v) No other promises or agreements shall be binding unless reduced to writing and signed by the parties.

By signing this Application, Agreement & Release, I acknowledge and agree that I have knowingly and voluntarily applied to participate in the Voluntary Separation Incentive Plan. I acknowledge that I have had at least forty-five (45) calendar days to review the materials related to the Voluntary Separation Incentive Plan, and that if I submit this Application, Agreement & Release prior to the end of that 45 day period, I do so voluntarily and knowing that I am free to take the entire 45 day period for review prior to submitting this Application, Agreement & Release. I further understand that, upon notice to me that the University President has approved my Application, Agreement & Release, I have seven (7) calendar days during which I can revoke my Application, Agreement & Release. If I do not revoke and communicate my revocation of this executed Application, Agreement & Release by the end of the seventh (7th) day following the University's communication of the President's acceptance of my Application, Agreement & Release, this executed Application, Agreement & Release will become irrevocable and binding upon both myself and the University and my employment with the University will end at 11:59 p.m. on December 31, 2021 unless the President agrees to an earlier end to my employment.

Upon acceptance by the University, and expiration of the revocation period described in the previous paragraph of this Application, Agreement & Release, this Application, Agreement & Release will serve as my separation agreement with the University. I may submit a formal resignation (effective as of December 31, 2021) for my Human Resources records, but this Application, Agreement & Release will be the binding legal document whether or not I submit a formal resignation letter. No additional notice or letter to the University is necessary to give legal effect to my binding agreement to separate from employment with the University. **I understand that this Application, Agreement & Release does not replace actions necessary on my part to file for retirement or pension benefits, or retiree health benefits, should I choose to retire.**

To participate in the Voluntary Incentive Separation Plan, I understand that I must:

1. Sign this Application Agreement & Release in the presence of a witness of legal age;
2. Have a witness sign the Application, Agreement & Release as witness to my signature; and
3. Submit the voluntary completed and executed Application, Agreement & Release to the Office of Human Resources, VSIP Portal on before October 29, 2021 and receive a written receipt for such submission. Only the President has the authority to approve an application. Once the President approves an application, the employee has seven (7) days to revoke their application.

The President of the University will decide whether to approve my participation in the Voluntary Separation Incentive Plan. No one other than the President has the authority to approve my participation. If the President approves my Application, Agreement & Release, the University will notify me by November 15, 2021.

Once I receive notice that the President has approved my Application, Agreement & Release, I then have seven (7) calendar days to revoke my Application, Agreement & Release and provide written notification to the University. Revocation must be made in writing notifying Sheila Hobson in the Office of Human Resources Room 100 Robinson Hall or by email shobson@bowiestate.edu through the end of the Revocation Period. If I revoke this Application, Agreement & Release, I cannot participate in the Voluntary Separation Incentive Plan. If I do not timely revoke this Application, Agreement & Release, and communicate such revocation to the University:

1) my employment with the University will terminate effective 11:59 p.m. on December 31, 2021; and 2) The Incentive Payment will be made no later than forty-five (45) days after the employee's separation from employment, subject to any required tax withholdings or other mandatory withholdings or offsets.

I understand that, by participating in the Voluntary Separation Incentive Plan, I will not be eligible for reemployment or employment with the University except as approved by the President.

Participation in the Voluntary Separation Incentive Plan and receipt of the Incentive Payment are conditioned by my acceptance and fulfillment of the following conditions as well as acceptance of the terms above:

1. To participate in this program, I must file my completed Application, Agreement & Release to the Office of Human Resources Portal by October 29, 2021 and receive an automatic written receipt that I have submitted this in a complete and timely manner.
2. I will remain a University employee through December 31, 2021 and my salary and compensation, as well as other terms and conditions of employment, will continue in effect through the date, unless earlier terminated. Until I separate from employment with the University, my employment, including my salary and compensation, will be subject to all laws and policies that are generally applicable to other University employees in my employment category. These matters (e.g. furloughs/salary reductions) may affect my actual compensation. Additionally, through December 31, 2021, I will continue to be subject to all applicable policies which could result in my discipline or termination earlier than December 31, 2021. If I am terminated pursuant to University policy or an applicable collective bargaining agreement, I will not be eligible to participate in the Voluntary Separation Incentive Plan, and the Application, Agreement & Release will be null and void.
3. The Application, Agreement & Release shall serve as my resignation from employment with the University, effective December 31, 2021. **If I want to retire following my separation from employment I will need to execute any documents needed to effectuate my retirement**, including enrolling in retiree health benefits for which I wish to enroll and for which I am **eligible**. **Regardless of whether I choose to retire, and whether I take any additional actions to formally resign my position, my employment will terminate on December 31, 2021, and I will be removed from payroll as of that date.**
4. If I choose to resign my University employment earlier than described in paragraph 2, I will relinquish the incentive contribution described above unless the President of the University approves such earlier separation date. If the President approves an earlier separation, all references to December 31, 2021 will be replaced by the date on which I separate from employment. This also means that I must have met the eligibility before my separation from employment with the University, and that my BSU service will be calculated as of the date of my separation from service.
5. If, prior to December 31, 2021, my University employment is terminated pursuant to BSU and University policies and procedures and/or provisions of any applicable collective bargaining agreement, I will relinquish all rights to the Incentive Payment described above.
6. I cannot be reemployed by Bowie State University except with the prior written approval of the President.

7. In addition, State law requires that any other employment I may accept or consulting work I may undertake subsequent to separating from employment with the University, must be consistent with the Maryland Public Ethics Law, the Public Private Partnership Act, and related University policies. If I have questions about the applicability of conflict of interest rules to my situation, I can contact the Maryland Ethics Commission at (410) 260-7770 or visit their website at <https://ethics.maryland.gov/>.
8. **General Release and Forbearance Agreement.** I release and discharge the University, and its officers, employees, and agents, the Bowie State University and its Board of Regents, officials, employees and agents, the State of Maryland and its officials, employees and agents (the "Released Parties") from all claims, rights, charges and/or causes of action ("claims") which I had, now have or hereafter may have based on any act of omission which occurred through the date I sign this Application, Agreement & Release. This release covers all claims arising out of or related to my employment with the University, the termination of my employment, and/or any other relationship of any kind between myself and a Released Party, including, but not limited to, claims under the Age Discrimination in Employment Act of 1967, as amended ("ADEA"), all other employment and employment discrimination laws, tort claims, contract claims, and claims under federal, state, and local law and Bowie State University policies and procedures. I am not, however, waiving claims to benefits due to me subsequent separation from employment, including vested pension and retirement rights, payment for accrued and unused annual leave and holiday as of December 31, 2021 (subject to limitations on payment set by policy of the University System of Maryland Board of Regents), and payment of the Incentive Payment described in this Application, Agreement & Release. I acknowledge that this general Release is knowing and voluntary. Nothing in this release will change or modify the retirement or pension benefits to which I may be entitled under Maryland statutory law, nor to any retiree health benefit coverage or subsidy to which I may be entitled under Maryland statutory law.

I confirm that the Incentive Payment to be provided under this Application, Agreement & Release is in addition to any compensation to which I am already entitled. I voluntarily agree to accept the Incentive Payment in full accord and satisfaction of all claims. This General Release is agreed to without reliance upon any statement or representation not contained in this Application, Agreement & Release.

I agree that I will not file or maintain any suit (or seek or accept any compensation, benefit, or other remedy of any kind in any non-judicial forum or in any court) arising out of or related to the matters released. Nothing in this Application, Agreement & Release shall be construed to prevent me from filing or participating in a charge of discrimination filed with, or investigation by, the Equal Employment Opportunity Commission or any other governmental agency. However, by signing this Agreement, I waive the right to recover any monetary damages, individual relief, or attorneys' fees from the University or any Released Party in any claim, charge, or lawsuit filed by myself or any other person or entity.

9. I acknowledge that I have been advised to consult with an attorney to consider the Bowie State University Voluntary Separation Incentive Plan materials, including this Application, Agreement & Release. I have a period of at 45 calendar days to consider the Voluntary Separation Incentive Plan offer and to determine whether I wanted to participate in the Voluntary Separation Incentive Plan by executing this Application, Agreement & Release. If I execute this Application, Agreement & Release before the end of the 45 calendar day period, I have knowingly and voluntarily waived the 45 review period.

- 10. I may revoke this Application, Agreement & Release within seven (7) calendar days following my receipt of written or electronic communication that the President of the University has approved and executed my Application, Agreement & Release. If I choose to revoke, I will do so by notifying in writing Sheila Hobson in the Office of Human Resources Room 100 Robinson Hall or by email to shobson@bowiestate.edu through the end of the seven (7) day revocation period. I understand that if I do not revoke within the seven (7) calendar day period, this Application, Agreement & Release will be final and binding.
- 11. The waivers and the contractual agreements made in this Application, Agreement & Release are binding upon me and my heirs and assigns. The commitments of the University are binding upon the University and its successors and assigns. The University's commitments are subject to State law and the terms of State and University employee benefit plans, as well as federal law. Taxation issues will be handled by the University in accordance with applicable law.

I have considered the Bowie State University Voluntary Separation Incentive Plan materials and this Application, Agreement & Release fully, and to the extent that I feel appropriate, I have consulted with my legal, financial, tax and personal advisers.

I understand that I may contact Carrie Davis in the Office of Human Resources, email cbdavis@bowiestate.edu, with questions about the Plan, including questions about my State Service. My attorney may address questions directly to Elena Langrill at elangrill@oag.state.md.us in the Maryland Office of the Attorney General.

Employee's Signature	Date
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Employee's Printed Name	
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Signature of Employee's Witness	Date
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Printed Name of Employee's Witness

APPROVED FOR PARTICIPATION IN THE BOWIE STATE UNIVERSITY VOLUNTARY INCENTIVE SEPARTION PLAN:

Dr. Aminta Breaux President, Bowie State University	Date
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BOARD OF REGENTS

SUMMARY OF ITEM FOR ACTION,
INFORMATION OR DISCUSSION

TOPIC: Convening Closed Session

COMMITTEE: Finance

DATE OF COMMITTEE MEETING: September 2, 2021

SUMMARY: The Open Meetings Act permits public bodies to close their meetings to the public in special circumstances outlined in §3-305 of the Act and to carry out administrative functions exempted by §3-103 of the Act. The Board of Regents Finance Committee will now vote to reconvene in closed session. As required by law, the vote on the closing of the session will be recorded. A written statement of the reason(s) for closing the meeting, including a citation of the authority under §3-305 and a listing of the topics to be discussed, is available for public review.

It is possible that an issue could arise during a closed session that the Committee determines should be discussed in open session or added to the closed session agenda for discussion. In that event, the Committee would reconvene in open session to discuss the open session topic or to vote to reconvene in closed session to discuss the additional closed session topic.

ALTERNATIVE(S): No alternative is suggested.

FISCAL IMPACT: There is no fiscal impact.

CHANCELLOR’S RECOMMENDATION: The Chancellor recommends that the Board of Regents Committee on Finance vote to reconvene in closed session.

COMMITTEE RECOMMENDATION:

DATE:

BOARD ACTION:

DATE:

SUBMITTED BY: Ellen Herbst (301) 445-1923



UNIVERSITY SYSTEM
of MARYLAND

STATEMENT REGARDING CLOSING A MEETING
OF THE COMMITTEE ON FINANCE
OF THE USM BOARD OF REGENTS

Date: September 2, 2021

Time: 10:30 a.m.

Location: Video Conference

STATUTORY AUTHORITY TO CLOSE A SESSION

Md. Code, General Provisions Article §3-305(b):

- (1) To discuss:
 - (i) The appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom it has jurisdiction; or
 - (ii) Any other personnel matter that affects one or more specific individuals.
- (2) To protect the privacy or reputation of individuals with respect to a matter that is not related to public business.
- (3) To consider the acquisition of real property for a public purpose and matters directly related thereto.
- (4) To consider a preliminary matter that concerns the proposal for a business or industrial organization to locate, expand, or remain in the State.
- (5) To consider the investment of public funds.
- (6) To consider the marketing of public securities.
- (7) To consult with counsel to obtain legal advice on a legal matter.
- (8) To consult with staff, consultants, or other individuals about pending or potential litigation.
- (9) To conduct collective bargaining negotiations or consider matters that relate to the negotiations.

CONVENING CLOSED SESSION

- (10) To discuss public security, if the public body determines that public discussions would constitute a risk to the public or public security, including:
- (i) the deployment of fire and police services and staff; and
 - (ii) the development and implementation of emergency plans.
- (11) To prepare, administer or grade a scholastic, licensing, or qualifying examination.
- (12) To conduct or discuss an investigative proceeding on actual or possible criminal conduct.
- (13) To comply with a specific constitutional, statutory, or judicially imposed requirement that prevents public disclosures about a particular proceeding or matter.
- (14) Before a contract is awarded or bids are opened, to discuss a matter directly related to a negotiation strategy or the contents of a bid or proposal, if public discussion or disclosure would adversely impact the ability of the public body to participate in the competitive bidding or proposal process.
- (15) To discuss cybersecurity, if the public body determines that public discussion would constitute a risk to:
- (i) security assessments or deployments relating to information resources technology;
 - (ii) network security information, including information that is:
 1. related to passwords, personal identification numbers, access codes, encryption, or other components of the security system of a governmental entity;
 2. collected, assembled, or maintained by or for a governmental entity to prevent, detect, or investigate criminal activity; or
 3. related to an assessment, made by or for a governmental entity or maintained by a governmental entity, of the vulnerability of a network to criminal activity; or
 - (iii) deployments or implementation of security personnel, critical infrastructure, or security devices.

Md. Code, General Provisions Article §3-103(a)(1)(i):

- Administrative Matters

TOPICS TO BE DISCUSSED:

To consider the investment of the USM Common Trust Fund; and the development of the proposed FY 2023 Operating Budget submission and potential adjustments to the submission.

REASON FOR CLOSING:

To maintain confidentiality of discussions of the investment of public funds (§3-305(b)(5)); and to maintain the confidentiality (pursuant to executive privilege) of the proposed operating budget prior to the Governor's submission to legislature (§3-305(b)(13)).