

Board of Regents Committee on Finance September 3, 2025 Zoom

AGENDA FOR PUBLIC SESSION

Call to Order Chair Fish

- 1. Review of the Finance Committee Charge, Role, and Responsibilities (action)
- 2. <u>University of Maryland Center for Environmental Science: Voluntary Separation Incentive Program</u> (action)
- 3. <u>University of Maryland, College Park: IBBR Building Create Center for Biomeasurement & Biomanufacturing Innovation</u> (action)
- 4. <u>Bowie State University: Refurbish Tubman Hall</u> (action)
- 5. <u>University of Maryland Global Campus: Approval for Guild Revenue Generating Contract</u> (action)
- 6. Convening Closed Session (action)



OFFICE OF THE SENIOR VICE CHANCELLOR FOR ADMINISTRATION AND FINANCE

MEMORANDUM

TO: Members of the Committee on Finance

Ellen Fish Charles T. McMillen
Steven Sibel Dhruvak Mirani
Geoff J. Gonella William T. Wood

Anwer Hasan Linda R. Gooden, ex officio

FROM: Ellen Herbst, Senior Vice Chancellor

DATE: August 27, 2025

RE: Meeting of the Committee via Video Conference

The Committee on Finance of the USM Board of Regents will meet in public session via video conference at 1:30 p.m. on Wednesday, September 3. Upon the conclusion of the public session, the Committee will convene in closed session.

The agendas and supporting materials will be available on Nasdaq Boardvantage for members of the Board and the USM website at https://www.usmd.edu/regents/agendas/.

Zoom details will be provided to the Regents prior to the meeting.

Public listen-only access: 301-715-8592; Conference ID - 965 5877 4025; Passcode: 764376

cc: Other Members, Board of Regents
Office of the Attorney General
Chancellor's Council
Vice Presidents for Administration and Finance
Office of Communications
SVCAF Managers

BOARD OF REGENTS



SUMMARY OF ITEM FOR ACTION,
INFORMATION OR DISCUSSION

	INFORMATION OR DISCUSSION
TOPIC : Review of the Finance Committee Charge, Role, and Ro	esponsibilities (action)
COMMITTEE : Finance	
DATE OF COMMITTEE MEETING : September 3, 2025	
SUMMARY : The members of the Finance Committee will revie Committee's charge, role, and responsibilities.	ew and discuss any proposed updates to the
The members, through discussion, shall confirm for the recorleast one member with financial expertise and experience [app	•
ALTERNATIVE(S): Language could be amended based on the c	liscussion.
FISCAL IMPACT : There is no anticipated fiscal impact.	
<u>CHANCELLOR'S RECOMMENDATION</u> : That the Finance Commitapprove the charge of the Committee.	ittee recommend that the Board of Regents
COMMITTEE RECOMMENDATION:	DATE:
BOARD ACTION:	DATE:

SUBMITTED BY: Ellen Herbst (301) 445-1923



Board of Regents Committee on Finance Charge, Role, and Responsibilities

September 3, 2025

Charge:

The Committee on Finance shall perform all necessary business and provide guidance to the Board to help ensure the long-term financial health and development of the University System, informed by strong fiscal and administrative policies.

Role and Responsibilities:

The Committee on Finance shall consider and report or recommend to the Board of Regents on matters concerning financial affairs; capital and operating budgets; facilities; student enrollment; investments; real property transactions; business entities; procurement contracts; human resources; tuition, fees, room and board charges; and the overall long-range financial planning for the University System.

Members of the Committee on Finance are appointed annually by the Chairperson of the Board. There shall be at least one member with financial expertise and experience. The Committee shall meet as needed, but no fewer than four times during the fiscal year. The members of the Committee may expect to receive information for review in order to consider, and/or act on any of the following matters:

- A. Establishment of the University System's five-year Capital Improvement Program (CIP) request prior to its submission to the Governor. The CIP is comprised of a prioritized list of academic projects (e.g., instruction, research), for which State bond or cash funding is requested.
- B. Establishment of the University System's five-year System Funded Construction Program (SFCP) prior to its implementation. The SFCP incorporates prioritized requests from institutions for auxiliary and self-support projects (e.g., residence halls, parking facilities).
- C. Authorization to issue debt to fund the capital program through the use of academic and auxiliary revenue bonds.
- D. Off-cycle construction or renovation projects that exceed expenditure thresholds established in Board policy and procedures.
- E. Facilities Master Plans are high level, strategic land-use, and physical development plans, which help direct campus construction and improvements 10-20 years into the future. They also guide campus priorities for the annual capital budget request. Typically, a campus president will give a presentation where they describe the institution's goals on a wide range of topics related to physical renewal and expansion, including: building location decisions, renovation and replacement options, utility expansion, real property acquisition, environmental concerns, and campus and community interaction.

- F. Capital projects status report which outlines the progress of all major design and construction projects underway System-wide. Data fields include, but are not limited to, overall cost, schedule, funding sources and prior approvals, as well as the name of the project architect and primary contractor.
- G. Aggregated energy and power purchase agreements; periodic reviews of progress by the System and individual institutions toward State sustainability goals pertaining to reduction of energy and greenhouse gas emissions.
- H. Acquisition and disposition of real property.
- I. Establishment of annual operating budget including state appropriation request to the Governor.
- J. Establishment of, or changes to tuition, mandatory student fees, and residential room and board rates.
- K. Student enrollment 10-year projection.
- L. Fall student enrollment attainment for each institution.
- M. The Finance Committee shall receive for information purposes, from the Committee on Intercollegiate Athletics and Student-Athlete Health and Welfare, the annual report of the finances of intercollegiate athletics for those institutions with athletics programs.
- N. Review on a regular basis certain of the System's material financial matters, including the annual audited financial statements, balance sheet management and debt strategy, review and endorsement of endowment spending rule.
- O. Reports and recommendations from the investment advisor(s) and investment manager(s) regarding the investment of the Common Trust Fund and asset performance.
- P. Establishment of business entities, public/private partnerships, and the initiatives covered under the Board's HIEDA policy.
- Q. Review dashboard metrics and monitor outcomes for organizational improvement and excellence.
- R. Establishment of, or changes to existing fiscal and administrative policies.
- S. Human resources policies for all staff employees including but not limited to recruitment, retention, administration of benefits and leave, compensation and classification, layoff, separation, and grievances. This Committee shall also consider and recommend any changes to the exempt and nonexempt staff salary structures.
- T. Consider and recommend institutional requests for Voluntary Separation Incentive Plans.
- U. Awarding of contracts and entering into cooperative agreements as specified in VIII-3.0 USM Procurement Policies and Procedures. This Committee shall approve all contracts that exceed \$5 million except contracts for capital projects, sponsored research, and real property.
- V. Pursuant to Section 13-306 of the Education Article, the annual contract, and any amendments thereto, between University of Maryland, Baltimore (UMB) and University of Maryland Medical System Corporation which states all financial obligations, exchanges of services, and any other agreed relationships between them for the ensuing fiscal year concerning the University of Maryland Medical Center. Section 13-306 requires that the annual contract be submitted to the Board of Regents, upon recommendation of the UMB president, for consideration, any modification, and approval.

- W. Continue as stewards of the USM Effectiveness and Efficiency efforts including:
 - Supporting USM's strategic priorities of excellence, access and affordability, innovation, increased economic impact, and responsible fiscal stewardship.
 - Emphasizing collaboration and inter-institutional activities.
 - Fostering innovation and entrepreneurship to promote cultural changes and new operating models.
 - Promoting the optimal use of technology in support of systemwide and campus operations.
 - Reviewing and discussing periodic reporting on initiatives that promote effectiveness and
 efficiencies in the USM operating model, increase quality, serve more students, and optimize
 USM resources to reduce pressure on tuition, yield savings and cost avoidance.



BOR Finance Committee Tentative Plan for FY 2026 Cycle

September 3, 2025

- FY 2027 Operating Budget Update
- UMCES Voluntary Separation Incentive Program
- Committee Charge Review

October 27, 2025

- Fall 2025 Enrollment Update and FY 2026 FTE Estimate
- Common Trust Fund Investment Performance Review; Overview of the CTF and Investment Manager role of USM Foundation

<u>December 3, 2025</u>

- FY 2027 Operating Budget Update
- Report on FY 2025 USM Procurement Contracts

January 28, 2026

- FY 2025 Audited Financial Statements and USM Financial Planning
- FY 2027 Operating Budget Update
- FY 2027 Capital Budget Update
- Status of Capital Improvement Projects

April 9, 2026

- Fiscal Year 2027 Schedule of Tuition and Mandatory Fees
- Self-Support Charges and Fees for FY 2027
- Enrollment Projections: FY 2027-2036
- Financial Condition and Financial Results of Intercollegiate Athletic Programs

May 13, 2026

Capital Budget Workshop—hosted by the Finance Committee

June 4, 2026

- FY 2028 Capital Budget Request; and FY 2028-2032 Five-Year Capital Improvement Program
- FY 2027 System Funded Construction Program Request
- 48th Bond Resolution—Auxiliary Facility and Tuition Revenue Bonds and Official Intent Resolution on Reimbursement of System Cash Balances Spent on Revenue Bond-Authorized Projects
- FY 2027 Operating Budget
- Biennial adjustment to Salary Structure(s)
- Proposed FY 2027 Contract between the University of Maryland, Baltimore and UMMS

<u>Ongoing</u>: acquisitions and dispositions of real property; modifications to leases; procurements and awarding/renewing contracts; capital project and P3 authorizations; creation of business entities; and development of/amendments to financial and administrative policies

SUMMARY OF ITEM FOR ACTION, INFORMATION OR DISCUSSION

TOPIC: University of Maryland Center for Environmental Science: Voluntary Separation Incentive

Program (action)

COMMITTEE: Finance

DATE OF COMMITTEE MEETING: September 3, 2025

<u>SUMMARY</u>: The University of Maryland Center for Environmental Science (UMCES) seeks Board approval to implement a Voluntary Separation Incentive Program (VSIP) that is applicable to all employees whose salary is supported by at least 35% state funding. The goal of the VSIP program is to reduce its state-supported personnel costs for the purpose of generating budgetary savings consistent with UMCES's continued operational needs.

Employees participating in the Program will separate from employment effective before December 31, 2025, for staff, or before March 31, 2026, for faculty. UMCES would make contributions to the employee's supplemental retirement plan equivalent to over two years:

- 50% of the state-funded portion of the employee's salary; plus
- \$500/year of service within the University System of Maryland.
- The total maximum of \$50,000 per year in an individual's supplemental retirement account is expected to occur in two equal payments in FY26 and FY27.

Under the VSIP:

- Participation would be limited to three staff members and eight faculty members.
- Participants must be either regular status employees or faculty who have been employed within the USM on a full-time equivalency (FTE) basis for at least two years, or if employed on a part-time basis of at least 50%, then the equivalent of two years of full-time service (e.g., four years at 50% equals two years of service at 100%).
- Employees who are employed on less than a 50% FTE basis are excluded from the program.

The attached VSIP summary document provides additional detail. The proposed VSIP documents have been reviewed by the Office of Attorney General for legal sufficiency.

<u>ALTERNATIVE(S)</u>: The Committee could recommend that the Board of Regents not approve the Voluntary Separation Incentive Program as presented or suggest modifications.

FISCAL IMPACT: The anticipated cost associated with the VSIP will depend on the participation levels and associated salaries. If fully subscribed, the total estimated cost of the program is \$750,000 in FY26 and FY27. This would generate an estimated \$1.2 million in salary savings in FY27 and establish a lower salary base moving forward of approximately 1% of current salary budgets, not accounting for any increases due to state-approved COLAs or merit programs.

UMCES VSIP

Incentive Program for its employees, as presented.		
COMMITTEE RECOMMENDATION:	DATE:	
BOARD ACTION:	DATE:	

SUBMITTED BY: Ellen Herbst (301) 445-1923

<u>CHANCELLOR'S RECOMMENDATION</u>: That the Finance Committee recommend that the Board of Regents approve for the University of Maryland Center for Environmental Science the Voluntary Separation

The University of Maryland Center for Environmental Science Voluntary Separation Incentive Program

The University of Maryland Center for Environmental Science (UMCES or the University) is facing budget shortfalls stemming from the impact of the reduction of federal grant dollars and related facilities and administrative fees reimbursements, as well as cuts in State of Maryland appropriations. UMCES needs to reduce its State-supported personnel costs at all levels and in all components. To that end, the University is offering an incentive for employees to separate voluntarily from employment with the University (Separation Incentive) for purposes of generating budgetary savings for the University consistent with the University's needs.

A. Separation Incentive

As an incentive to separate from employment with the University (i) on or before March 31, 2026 for faculty ,or (ii) on or before December 31, 2025 for exempt and non-exempt staff, the University will make contributions to the University System of Maryland Section 403(b) Deferred Compensation Plan (the Plan) to the account of an employee approved by the President to receive the Separation Incentive. The amount and timing of an employee's separation incentive will be as follows:

- 1) The Separation Incentive will be 50% of current State-supported Annual Salary (as of September 19, 2025) plus \$500 for each year of full-time service (as of October 1, 2025). The incentive will be contributed in two equal employer post-severance contributions to the Plan to be made in 2026 and 2027 of up to \$50,000 per year, and is capped at \$100,000 in total, if tax rules and regulations would prohibit the Employer's contribution in 2026, the rounded amount of the excess that cannot be contributed in 2026 will be contributed in 2028. Unless otherwise excluded herein, this program is open to employees who are in regular status exempt or non-exempt positions as well as faculty who are tenure-track, tenured or non-tenure eligible and who are currently participating in a) the State of Maryland Retirement System (Employee's or Teachers'), (b) the State of Maryland Pension System (Employees' or Teachers', original, reformed or contributory), or (c) the State of Maryland Optional Retirement Program.
- 2) Under current federal and State of Maryland tax laws, amounts contributed as a Separation Incentive will not be taxed until such time as the employee takes a distribution from the Plan. Note that all distributions from the Plan will be taxed in accordance with applicable federal and state law. The employee is responsible for ensuring that they have an open Plan account prior to separation from employment, and that such account

remains open until such time as all Separation Incentive contributions to the Plan have been made.

Note that if:

- the employee fails to open a Plan account prior to separation from employment or fails to keep such account open through the University's having made all Separation Incentive contributions to the Plan; OR
- 2) the employee dies prior to the University's having made all Separation Incentive contributions to the Plan; OR
- 3) the employee is reemployed by any State of Maryland higher education institution or other State of Maryland public agency, division, department, etc., prior to December 31 of the year the University makes its final Separation Incentive contribution to the Plan

the University's obligations to make any outstanding part of the Separation Incentive shall immediately end.

B. Eligibility

- 1) UMCES' regular status exempt and non-exempt staff as of who have been employed within the University System of Maryland in a regular status position but not on probation and on a full-time basis, or the equivalent if employed on a part-time basis of at least 50% for at least two (2) years, (e.g., 8 years at 50% plus 16 years at full-time would equal 20 years) as of October 1, 2025.
- 2) Faculty who have been employed within the University System of Maryland faculty position and on a full-time basis, or the equivalent if employed on a part-time basis of at least 50% for at least two (2) years, (e.g., 4 years at 50% plus 8 years at full-time would equal 10 years) as of October 1, 2025 and who are currently participating in a) the State of Maryland Retirement System (Employee's or Teachers'), (b) the State of Maryland Pension System (Employees' or Teachers', original, reformed or contributory), or (c) the State of Maryland Optional Retirement Program.
- 3) Years of employment which would count in either 1) or 2) may be combined provided that the employee is either a regular status exempt or non-exempt employee OR a faculty member within the University System of Maryland employed on at least a 50% basis. For employment time to count towards a year of service, during such period of employment within the USM, the employee or faculty member must have been a participant in (a) the State of Maryland Retirement System (Employee's or Teachers'), (b) the State of Maryland Pension System (Employees' or Teachers', original, reformed or contributory), or (c) the State of Maryland Optional Retirement Program.

- 4) An employee or faculty member who has:
 - (a) submitted their resignation on or before September 19, 2025, or
 - (b) applied on or before September 19, 2025, for retirement or disability retirement, or
 - (c) on or before September 19, 2025, entered into a separation agreement with the University, including but not limited to a transitional terminal leave or phased retirement agreement

shall not be eligible to participate in the incentive, even if the employee has revoked or withdrawn or revokes or withdraws resignation, application or agreement.

- 5) The University reserves the right to limit the total number of staff and faculty who receive the Separation Incentive based upon the needs of the University and cost savings to be generated, and also anticipates that it will not exceed a total of three (3) staff and faculty per UMCES unit. Additionally, no more than a total of three (3) staff (counting both exempt or non-exempt) and a total of eight (8) faculty (tenure-track, tenure, or non-tenure eligible) members throughout UMCES will be eligible. UMCES "unit" shall mean (a) Appalachian Laboratory, (b) Chesapeake Biological Laboratory, (c) Horn Point Laboratory, (d) Institute of Marine and Environmental Technology, (e) Integration and Application Network, (f) Maryland Sea Grant, (g) Research Fleet Operations, or (h) University Administration. The University may also consider how research funding could be affected by the separation of one or more individuals.
- 6) Individuals who receive 35% or less of state funds towards their salary are ineligible for this program.
- 7) Members of the Administrative and/or Executive Councils as of August 29, 2025, are ineligible to apply for this program unless they are only serving on behalf of a shared-governance group (Faculty Senate, Faculty Research Assistant Council, or Staff Council).

C. Application Process

An employee can request consideration for the Separation Incentive ONLY by filing the Application for Separation Incentive, Separation Agreement and Release (the Agreement) by attaching it to an email sent to https://mww.nces.edu on or before 11:59 PM on November 5, 2025. Only timely submissions to that email address will be considered. An employee can revoke the Agreement by providing written notice to https://mww.nces.edu on or before 11:59 PM on the seventh (7th) day following the day on which the Agreement was filed. The Agreement cannot be revoked once this time has passed.

D. Approval Notification

The University administration will consider all Agreements which have not been revoked and notify all applicants whether they have been approved by the President to receive the Separation Incentive by email not later than November 17, 2025. Only those eligible employees who are approved by the President for participation will receive the Separation Incentive.

Separation from Employment

An employee who (1) filed an Agreement to receive the Separation Incentive (2) did not timely revoke the Agreement and (3) was selected to receive the Separation Incentive will end employment with the University effective at 11:59 PM on December 31, 2025, if a regular exempt or non-exempt staff member or March 31, 2026, if a faculty member. Termination of employment will be automatic on that date, except that an employee may separate earlier than such date upon request and with the written agreement of the University President; in that situation, will occur automatically on such earlier date as the President has approved.

D. Retirement

An Agreement to receive the Separation Incentive or selection of an employee to receive a Separation Incentive is separate from any decision of an employee who may choose to retire upon separation from employment. If an employee elects to retire, the employee is responsible for taking all steps necessary to implement such retirement. Please contact Lisa Ross at lross@umces.edu with questions pertinent to retirement for referral to the appropriate source for your inquiry.

UNIVERSITY OF MARYLAND CENTER FOR ENVIRONMENTAL SCIENCE

APPLICATION, AGREEMENT & RELEASE and WAIVER OF EMPLOYMENT RIGHTS

Faculty Member Name:
Faculty Member Title:
Do you believe you have USM years of service (calculated as described in the University of Maryland Center for Environmental Science Voluntary Separation Incentive Program) other than while employed by the University of Maryland Center for Environmental Science?
YES NO
f your answer is YES, please list where you were employed, in what position, and approximate dates cemployment:

By my signature on this Application, Agreement & Release and Waiver of Employment Rights (Application, Agreement & Release), I authorize the University of Maryland Center for Environmental Science (the University) to obtain any employment, pension and retirement records necessary to verify my USM years of service (as defined in the University of Maryland Center for Environmental Science Voluntary Separation Incentive Program).

My signature below indicates that I acknowledge and agree that:

- (i) I have carefully read and fully understand the University of Maryland Center for Environmental Science Voluntary Separation Incentive Program (the Voluntary Separation Incentive Program or VSIP) in its entirety, including the Program explanation, and this Application, Agreement & Release (together, the VSIP documents);
- (ii) I have been advised to consult an attorney before signing this Application, Agreement & Release and have had sufficient opportunity to do so;

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- (iii) No other promises or inducements have been made to induce me to enter into the VSIP except as set forth in the VSIP documents;
- (iv) This Application, Agreement & Release (including the terms of the VSIP), is the entire agreement regarding the terms of my separation from employment with the 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 Program. I acknowledge that I have had at least forty-five (45) calendar days to review the materials related to the Voluntary Separation Incentive Program, 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 notification by the University's Assistant Vice President of Human Resources that my Application, Agreement & Release is complete, 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 in writing to Lisa Ross or by email to hr@umces.edu by the end of the seventh (7th) day following the University's communication of the email confirming that my Application, Agreement & Release is complete, this executed Application, Agreement & Release will become irrevocable and binding upon both myself and the University.

On or before November 17, 2025, the University will notify me by email whether it has accepted my application to participate in the VSIP. Upon acceptance by the University, and expiration of the seven (7) day revocation period, this Application, Agreement & Release will serve as my separation agreement with the University. I may submit a formal resignation consistent with the terms of the VSIP and this Application, Agreement & Release for my personnel 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 I need to take to file for retirement or pension benefits, or retiree health benefits, should I choose to retire.

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

- 1. Complete, sign and date this Application, Agreement & Release; AND
- On or before 11:59 p.m. on November 5, 2025, submit by attachment to an email to hr@umces.edu the completed and executed Application, Agreement & Release and receive a written receipt for such submission. I understand that it is my responsibility to ensure that I have obtained a written receipt to show that I submitted my completed Application, Agreement & Release prior to November 6, 2025.

The Assistant Vice President of Human Resources, Lisa Ross, will review my Application, Agreement & Release and send me within one (1) business day of submission that my application has been received.

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If there is a problem with my Application, Agreement & Release and it is earlier than November 5, 2025, Ms. Ross will also notify me so I can correct the concern and resubmit a corrected Application, Agreement & Release on or before 11:59 p.m. on November 5, 2025.

Once I receive notice that my Application, Agreement & Release is complete, I understand that I have seven (7) calendar days (the Revocation Period) to revoke my Application, Agreement & Release by providing email notice to hr@umces.edu. If I revoke this Application, Agreement & Release, I cannot participate in the Voluntary Separation Incentive Program unless I file another Application, Agreement & Release on or before 11:59 p.m. on November 5, 2025. If I do not revoke this Application, Agreement & Release within the seven (7) day Revocation Period and my application is approved by the President for my receipt of the Separation Incentive, then: 1) my employment with the University will terminate effective 11:59 p.m. on March 31, 2026 or such other earlier date that I request and the University President approves; and 2) subject to the conditions contained in this Application, Agreement & Release, the University agrees to pay to me a Separation Incentive equal to: (1) 50% of the state-funded portion of my base annual salary in effect on September 19, 2025; plus (2) \$500 per year of service within the USM, but no more than \$50,000 as the total Separation Incentive. For purposes of the Voluntary Separation Incentive Program, a year of service means employment with the University of Maryland Center for Environmental Science, the USM or any institution, center or institute of the USM while participating in a State of Maryland retirement or pension program or the State of Maryland Optional Retirement Plan. The University will notify me whether the President has approved my participation in the VSIP not later than November 17, 2025.

The University will pay the Separation Incentive as two equal employer contributions to the University System of Maryland Supplemental 403(b) Retirement Plan (the Plan) subject to federal tax restrictions and limits. The first contribution will be made between April 1, 2026, and June 30, 2026, and the second contribution will be made between January 1, 2027, and March 31, 2027. If federal tax limits prevent the University from contributing the entire amount due as the first VSIP contribution in 2026, the University will instead contribute the rounded amount of what cannot be contributed in 2026 between January 1, 2028, and March 31, 2028.

I understand that by participating in the Voluntary Separation Incentive Program, I agree that I will separate from employment with the University on or before March 31, 2026 and that I will not become an employee or independent contractor of the University of Maryland Center for Environmental Science, the University System of Maryland (USM), or any constituent institution, center, institute or component of USM or any State of Maryland institution, agency, or employer through December 31 in the year in which the University makes the final VSIP contribution described in the preceding paragraph. Employment with any State of Maryland employer during this time will result in forfeiture of all remaining VSIP contributions.

Participation in the Voluntary Separation Incentive Program and my eligibility to receive the Separation Incentive are conditioned upon 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 with Lisa Ross no later than 11:59 p.m. on November 5, 2025, and receive an

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acknowledgement that I have filed the Application, Agreement & Release in a timely manner. My executed Application, Agreement & Release must be emailed to hr@umces.edu. I understand that if I need assistance with sending the form, I can contact Lisa Ross (lross@umces.edu or 410-221-2017) during normal business hours and I will receive assistance to help me file the Application, Agreement & Release.

- 2. I may revoke my Application, Agreement & Release within seven (7) days of my submitting it to the University by providing my revocation either in writing delivered to Lisa Ross or by email to hr@umces.edu. If I revoke my Application, Agreement & Release during the seven (7) day Revocation Period, I will not be eligible to participate in the VSIP unless I submit another Application, Agreement & Release during the Application Period. If I do not revoke my Application, Agreement & Release within the seven (7) day Revocation Period and my application is accepted, my employment with the University will terminate effective 11:59 p.m. on March 31, 2026, or such other earlier date that I request and the President approves.
- 3. The President of the University will decide whether to approve my application based upon the needs of the University, cost savings, and the pool of applicants for the VSIP. I understand that I will be notified whether the President has approved my application not later than November 17, 2025.
- 4. I will remain a University faculty member through March 31, 2026, or my earlier, approved separation date. My salary and compensation, as well as other terms and conditions of employment, will continue in effect through my separation date, subject to any salary reductions or furloughs applicable to faculty, or to the termination of grant funding supporting my salary. Until I separate from employment with the University, my employment, including my salary and compensation, will be subject to all laws or policies that are generally applicable to other University faculty members in my employment category. These matters (e.g. furloughs/salary reductions) may affect my actual compensation. Additionally, while employed by the University, I will continue to be subject to all applicable policies which could result in my discipline or termination earlier than my separation date. If I am terminated pursuant to University policy, I will not be eligible to participate in the Voluntary Separation Incentive Program, and this Application, Agreement & Release will be null and void.
- 5. This Application, Agreement & Release shall serve as my resignation from employment with the University, effective 11:59 p.m. on March 31, 2026 or such earlier date as I request and the President approves. If I choose to retire following my separation from employment, I will need to execute any documents needed to effectuate my retirement, including enrollment 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 at 11:59 p.m. on March 31, 2026 or such earlier date as I request and the President approves, and I will be removed from payroll as of that date.

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- 6. If I choose to resign my University employment earlier than March 31, 2026, but after the Revocation Period, I will relinquish the Separation Incentive unless the President approves such earlier separation date. If the President approves an earlier date, then all references to March 31, 2026, in this Application, Agreement & Release will be replaced by the date on which I separate from employment. This also means that I must have met all requirements set forth in the VSIP on or before my separation from employment with the University.
- 7. To receive the VSIP Separation Incentive, I must open an account in the Plan and maintain this account in open and active status through the date of the final employer contribution of the Separation Incentive. Failure to open and maintain an account in the Plan will result in forfeiture on any Separation Incentive contributions which have not yet been made by the University. If I notify Human Resources that I need assistance with opening an account, I understand that they will assist me.
- 8. I understand that if I were to die prior to the University contributing the entire Separation Incentive to the Plan, the University's obligation to make any remaining Separation Incentive contributions will terminate, as required by federal law.
- 9. As a condition of participating in the VSIP, I cannot be re-employed or contracted by the University of Maryland Center for Environmental Science, the USM, any constituent institution, center, institute or component of the USM, nor any State of Maryland institution, agency, or employer (including but not limited to as: an employee, temporary employee, contractual employee, independent contractor or consultant) through December 31 in the year in which the University makes the final VSIP contribution described in the preceding paragraph. If I violate this provision, the University will have no obligation to pay any unpaid Separation Incentive, and may take legal action to recover any Separation Incentive that it has already paid.
- 10. 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 and University System of Maryland policies. If I have any questions about the applicability of conflict of interest rules to my situation, I can contact the Maryland Ethics Commission at (410) 260-7770.

General Release and Forbearance Agreement.

I release and discharge the University of Maryland Center for Environmental Science, and its officers, employees, and agents, the University System of Maryland 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 or omission which occurred through the date I sign this

{00167672-7} Page **5** of **7**

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 all federal, state, and local law and University System of Maryland and University of Maryland Center for Environmental Science policies and procedures. I am not, however, waiving claims to benefits due to me subsequent to separation from employment, including vested pension and retirement rights, payment for accrued and unused annual leave and holidays as of my separation from employment (subject to limitations on payment set by law or by policy of the University System of Maryland Board of Regents or the University of Maryland Center for Environmental Science), and payment of the Separation Incentive described in this Application, Agreement & Release. I acknowledge that this General Release is knowing and voluntary.

I confirm that the Separation Incentive to be provided under the Voluntary Separation Incentive Program is in addition to any compensation to which I am already entitled, and is consideration for my agreement to participate in the VSIP. I voluntarily agree to accept the Separation Incentive 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 on entity.

I acknowledge that I have been advised to consult with an attorney to consider the University of Maryland Center for Environmental Science Voluntary Separation Incentive Program documents, and whether I voluntarily choose to apply to participate in the VSIP. I also understand that I am free to consult with financial advisors and personal advisors to assist in my decision-making. I have a period of at least 45 calendar days to consider the Voluntary Separation Program offer and to determine whether I want to participate in the Voluntary Separation Program by executing this Application, Agreement & Release. If I execute and submit this Application, Agreement & Release before the end of the 45-calendar day period, I have knowingly and voluntarily waived the 45 -day review period.

I may revoke this Application, Agreement & Release within seven (7) calendar days of when I file it with the University. If I choose to revoke, I will do so by notifying Lisa Ross by written or by electronic communication to hr@umces.edu before the end of the seven (7) calendar day Revocation Period. I understand that if I have been accepted into the program and I did not revoke within the seven (7)

{00167672-7} Page **6** of **7**

calendar day period, this Application, Agreement & Release will be final and binding and my employment with the University of Maryland Center for Environmental Science will end at 11:59 p.m. on March 31, 2026.

The waivers and the contractual undertakings 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 fully considered the University of Maryland Center for Environmental Science Voluntary Separation Incentive Program documents, including the VSIP and this Application, Agreement & Release, and I have been advised to consult with my legal advisors before applying to participate in the Program.

I understand that I may contact Lisa Ross with questions about the VSIP at 410-221-2017 or hr@umces.edu .		
Employee's Signature	Date	

{00167672-7} Page **7** of **7**

Employee's Printed Name

UNIVERSITY OF MARYLAND CENTER FOR ENVIRONMENTAL SCIENCE

APPLICATION, AGREEMENT & RELEASE and WAIVER OF EMPLOYMENT RIGHTS

taff Member Name:
taff Member Title:
Oo you believe you have USM years of service (calculated as described in the University of Maryland
Center for Environmental Science Voluntary Separation Incentive Program) other than while employed
y the University of Maryland Center for Environmental Science?
YES NO

If your answer is YES, please list where you were employed, in what position, and approximate dates of

By my signature on this Application, Agreement & Release and Waiver of Employment Rights (Application, Agreement & Release), I authorize the University of Maryland Center for Environmental Science (the University) to obtain any employment, pension and retirement records necessary to verify my USM years of service (as defined in the University of Maryland Center for Environmental Science Voluntary Separation Incentive Program).

My signature below indicates that I acknowledge and agree that:

employment:

- (i) I have carefully read and fully understand the University of Maryland Center for Environmental Science Voluntary Separation Incentive Program (the Voluntary Separation Incentive Program or VSIP) in its entirety, including the Program explanation, and this Application, Agreement & Release (together, the VSIP documents);
- (ii) I have been advised to consult an attorney before signing this Application, Agreement & Release and have had sufficient opportunity to do so;
- (iii) No other promises or inducements have been made to induce me to enter into the VSIP except as set forth in the VSIP documents;

- (iv) This Application, Agreement & Release (including the terms of the VSIP), is the entire agreement regarding the terms of my separation from employment with the 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 Program. I acknowledge that I have had at least forty-five (45) calendar days to review the materials related to the Voluntary Separation Incentive Program, 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 notification by the University's Assistant Vice President of Human Resources that my Application, Agreement & Release is complete, 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 in writing to Lisa Ross or by email to hr@umces.edu by the end of the seventh (7th) day following the University's communication of the email confirming that my Application, Agreement & Release is complete, this executed Application, Agreement & Release will become irrevocable and binding upon both myself and the University.

On or before November 17, 2025, the University will notify me by email whether it has accepted my application to participate in the VSIP. Upon acceptance by the University, and expiration of the seven (7) day revocation period, this Application, Agreement & Release will serve as my separation agreement with the University. I may submit a formal resignation consistent with the terms of the VSIP and this Application, Agreement & Release for my personnel 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 I need to take to file for retirement or pension benefits, or retiree health benefits, should I choose to retire.

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

- 1. Complete, sign and date this Application, Agreement & Release; AND
- 2. On or before 11:59 p.m. on November 5, 2025, submit by attachment to an email to <a href="https://nreading.nc.ni.nlm.nc.

The Assistant Vice President of Human Resources, Lisa Ross, will review my Application, Agreement & Release and send me within one (1) business day of submission that my application has been received. If there is a problem with my Application, Agreement & Release and it is earlier than November 5, 2025,

Ms. Ross will also notify me so I can correct the concern and resubmit a corrected Application, Agreement & Release on or before 11:59 p.m. on November 5, 2025.

Once I receive notice that my Application, Agreement & Release is complete, I understand that I have seven (7) calendar days (the Revocation Period) to revoke my Application, Agreement & Release by providing email notice to <a href="https://example.com/https://exa participate in the Voluntary Separation Incentive Program unless I file another Application, Agreement & Release on or before 11:59 p.m. on November 5, 2025. If I do not revoke this Application, Agreement & Release within the seven (7) day Revocation Period and my application is approved by the President for my receipt of the Separation Incentive, then: 1) my employment with the University will terminate effective 11:59 p.m. on December 31, 2025 or such other earlier date that I request and the University President approves; and 2) subject to the conditions contained in this Application, Agreement & Release, the University agrees to pay to me a Separation Incentive equal to: (1) 50% of the state-funded portion of my base annual salary in effect on September 19, 2025; plus (2) \$500 per year of service within the USM, but no more than \$50,000 as the total Separation Incentive. For purposes of the Voluntary Separation Incentive Program, a year of service means employment with the University of Maryland Center for Environmental Science, the USM or any institution, center or institute of the USM while participating in a State of Maryland retirement or pension program or the State of Maryland Optional Retirement Plan. The University will notify me whether the President has approved my participation in the VSIP not later than November 17, 2025.

The University will pay the Separation Incentive as two equal employer contributions to the University System of Maryland Supplemental 403(b) Retirement Plan (the Plan) subject to federal tax restrictions and limits. The first contribution will be made between January 1, 2026, and March 31, 2026, and the second contribution will be made between January 1, 2027, and March 31, 2027. If federal tax limits prevent the University from contributing the entire amount due as the first VSIP contribution in 2026, the University will instead contribute the rounded amount of what cannot be contributed in 2026 between January 1, 2028, and March 31, 2028.

I understand that by participating in the Voluntary Separation Incentive Program, I agree that I will separate from employment with the University on or before December 31, 2025 and that I will not become an employee or independent contractor of the University of Maryland Center for Environmental Science, the University System of Maryland (USM), or any constituent institution, center, institute or component of USM or any State of Maryland institution, agency, or employer through December 31 in the year in which the University makes the final VSIP contribution described in the preceding paragraph. Employment with any State of Maryland employer during this time will result in forfeiture of all remaining VSIP contributions.

Participation in the Voluntary Separation Incentive Program and my eligibility to receive the Separation Incentive are conditioned upon 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 with Lisa Ross no later than 11:59 p.m. on November 5, 2025, and receive an acknowledgement that I have filed the Application, Agreement & Release in a timely manner.

My executed Application, Agreement & Release must be emailed to hr@umces.edu. I understand that if I need assistance with sending the form, I can contact Lisa Ross (hr@umces.edu or 410-221-2017) during normal business hours and I will receive assistance to help me file the Application, Agreement & Release.

- 2. I may revoke my Application, Agreement & Release within seven (7) days of my submitting it to the University by providing my revocation either in writing delivered to Lisa Ross or by email to hr@umces.edu. If I revoke my Application, Agreement & Release during the seven (7) day Revocation Period, I will not be eligible to participate in the VSIP unless I submit another Application, Agreement & Release during the Application Period. If I do not revoke my Application, Agreement & Release within the seven (7) day Revocation Period and my application is accepted, my employment with the University will terminate effective 11:59 p.m. on December 31, 2025, or such other earlier date that I request and the President approves.
- 3. The President of the University will decide whether to approve my application based upon the needs of the University, cost savings, and the pool of applicants for the VSIP. I understand that I will be notified whether the President has approved my application not later than November 17, 2025.
- 4. I will remain a University employee through December 31, 2025, or my earlier, approved separation date. My salary and compensation, as well as other terms and conditions of employment, will continue in effect through my separation date, subject to any salary reductions or furloughs applicable to University staff, or to the termination of grant funding supporting my salary. Until I separate from employment with the University, my employment, including my salary and compensation, will be subject to all laws or policies that are generally applicable to other University staff in my employment category. These matters (e.g. furloughs/salary reductions) may affect my actual compensation. Additionally, while employed by the University, I will continue to be subject to all applicable policies which could result in my discipline or termination earlier than my separation date. If I am terminated pursuant to University policy, I will not be eligible to participate in the Voluntary Separation Incentive Program, and this Application, Agreement & Release will be null and void.
- 5. This Application, Agreement & Release shall serve as my resignation from employment with the University, effective 11:59 p.m. on December 31, 2025 or such earlier date as I request and the President approves. If I choose to retire following my separation from employment, I will need to execute any documents needed to effectuate my retirement, including enrollment 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 at 11:59 p.m. on December 31, 2025 or such earlier date as I request and the President approves, and I will be removed from payroll as of that date.

- 6. If I choose to resign my University employment earlier than December 31, 2025, but after the Revocation Period, I will relinquish the Separation Incentive unless the President approves such earlier separation date. If the President approves an earlier date, then all references to December 31, 2025, in this Application, Agreement & Release will be replaced by the date on which I separate from employment. This also means that I must have met all requirements set forth in the VSIP on or before my separation from employment with the University.
- 7. To receive the VSIP Separation Incentive, I must open an account in the Plan and maintain this account in open and active status through the date of the final employer contribution of the Separation Incentive. Failure to open and maintain an account in the Plan will result in forfeiture on any Separation Incentive contributions which have not yet been made by the University. If I notify Human Resources that I need assistance with opening an account, I understand that they will assist me.
- 8. I understand that if I were to die prior to the University contributing the entire Separation Incentive to the Plan, the University's obligation to make any remaining Separation Incentive contributions will terminate, as required by federal law.
- 9. As a condition of participating in the VSIP, I cannot be re-employed or contracted by the University of Maryland Center for Environmental Science, the USM, any constituent institution, center, institute or component of the USM, nor any State of Maryland institution, agency, or employer (including but not limited to as: an employee, temporary employee, contractual employee, independent contractor or consultant) through December 31 in the year in which the University makes the final VSIP contribution described in the preceding paragraph. If I violate this provision, the University will have no obligation to pay any unpaid Separation Incentive, and may take legal action to recover any Separation Incentive that it has already paid.
- 10. 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 and University System of Maryland policies. If I have any questions about the applicability of conflict of interest rules to my situation, I can contact the Maryland Ethics Commission at (410) 260-7770.

General Release and Forbearance Agreement

I release and discharge the University of Maryland Center for Environmental Science, and its officers, employees, and agents, the University System of Maryland 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 or 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 all federal, state, and local law and University System of Maryland and University of Maryland Center for Environmental Science policies and procedures. I am not, however, waiving claims to benefits due to me subsequent to separation from employment, including vested pension and retirement rights, payment for accrued and unused annual leave and holidays as of my separation from employment (subject to limitations on payment set by law or by policy of the University System of Maryland Board of Regents or the University of Maryland Center for Environmental Science), and payment of the Separation Incentive described in this Application, Agreement & Release. I acknowledge that this General Release is knowing and voluntary.

I confirm that the Separation Incentive to be provided under the Voluntary Separation Incentive Program is in addition to any compensation to which I am already entitled, and is consideration for my agreement to participate in the VSIP. I voluntarily agree to accept the Separation Incentive 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 on entity.

I acknowledge that I have been advised to consult with an attorney to consider the University of Maryland Center for Environmental Science Voluntary Separation Incentive Program documents, and whether I voluntarily choose to apply to participate in the VSIP. I also understand that I am free to consult with financial advisors and personal advisors to assist in my decision-making. I have a period of at least 45 calendar days to consider the Voluntary Separation Program offer and to determine whether I want to participate in the Voluntary Separation Program by executing this Application, Agreement & Release. If I execute and submit this Application, Agreement & Release before the end of the 45-calendar day period, I have knowingly and voluntarily waived the 45-day review period.

I may revoke this Application, Agreement & Release within seven (7) calendar days of when I file it with the University. If I choose to revoke, I will do so by notifying Lisa Ross by written or by electronic communication to hr@umces.edu before the end of the seven (7) calendar day Revocation Period. I understand that if I have been accepted into the program and I did not revoke within the seven (7)

calendar day period, this Application, Agreement & Release will be final and binding and my employment with the University of Maryland Center for Environmental Science will end at 11:59 p.m. on December 31, 2025.

The waivers and the contractual undertakings 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 fully considered the University of Maryland Center for Environmental Science Voluntary Separation Incentive Program documents, including the VSIP and this Application, Agreement & Release, and I have been advised to consult with my legal advisors before applying to participate in the Program.

I understand that I may contact Lisa Ross with questions about the VSIP at 410-221-2017 or		
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SUMMARY OF ITEM FOR ACTION, INFORMATION OR DISCUSSION

TOPIC: University of Maryland, College Park: IBBR Building – Create Center for Biomeasurement &

Biomanufacturing Innovation (action)

COMMITTEE: Finance

DATE OF COMMITTEE MEETING: September 3, 2025

<u>SUMMARY</u>: The University of Maryland, College Park requests approval to renovate underutilized portions of Buildings 1A, 1B, and 2 at the Institute for Bioscience & Biotechnology Research (IBBR) in Rockville to establish the new Center for Biomeasurement & Biomanufacturing Innovation. This joint initiative with the National Institute of Standards and Technology (NIST) will create state-of-the-art office and laboratory space dedicated to advancing innovative measurement technologies and establishing reference standards and data that accelerate development and biomanufacturing of biotechnology products, including vaccines, biotherapeutics, and other modern medicines. The total project cost is estimated at \$10 million.

The University is partnering with NIST to establish a world-leading research and education center dedicated to accelerating biomanufacturing innovation. The Center will provide IBBR with unique capabilities and resources that strengthen its competitiveness for top talent, major grants, and contracts in this research area. Endorsed by MPower leadership and supported by multi-year programmatic funding from NIST of approximately \$29 million, the Center is a high institutional priority that will enhance the University's ability to meet its research and education mission and goals.

The project will renovate 10,100 square feet of underutilized space to create a Mass Spectrometry program, laboratories, and offices in support of the collaborative center. Planning studies, completed within the University's \$1 million institutional authority threshold, evaluated renovation options and developed design concepts that meet programmatic requirements within grant deadlines. Design is scheduled to begin in October 2025 and conclude in May 2026, with construction anticipated from June 2026 through March 2027.

Contracts resulting from this project will require Board of Public Works approval.

ALTERNATIVE(S): The University could consider building new space; however, this would be significantly more expensive than renovating underutilized space as proposed. Electing not to proceed would forgo \$4 million in NIST funds to support the build-out and could jeopardize both current and future partnerships with this important federal agency.

FISCAL IMPACT: The project budget is \$10,000,000, funded by \$4,000,000 in secured Federal NIST funds, \$4,000,000 in MPower funds, and \$2,000,000 in institutional funds. Operating costs are expected to remain stable, with little to no increase, as all spaces are already being actively maintained.

<u>CHANCELLOR'S RECOMMENDATION</u>: That the Finance Committee recommend that the Board of Regents approve the University of Maryland, College Park's request, as described above, to renovate underutilized portions of IBBR Buildings 1A, 1B, and 2, with a total budget of \$10,000,000 from federal, MPower, and institutional funds.

UMCP IBBR RENOVATION

COMMITTEE RECOMMENDATION:	DATE:
BOARD ACTION:	DATE:
SUBMITTED BY: Ellen Herbst (301) 445-1923	

Project Cost Summary

UMCP: IBBR RENOVATION – BUILDINGS 976 & 977

	Original	
Date	8/11/2025	
Stage of Estimate	Pre-Design	Comments
Design	\$755,000	Does not include Construction Administration (CA) by design/engineering team due to undetermined phasing.
Construction	\$6,900,000	Conceptual estimate
Project Management & Inspection/Testing Expenses	\$410,000	
Construction Contingency	\$690,000	roughly 10% of construction cost
Design Contingency*	\$1,245,000	roughly 10% of construction cost plus estimated CA.
Project Total	\$10,000,000	
Notes:	*As this is a pre-design cost estimate, a design contingency of about 10% was included.	





SUMMARY OF ITEM FOR ACTION, INFORMATION OR DISCUSSION

TOPIC: Bowie State University: Refurbish Tubman Hall (action)

COMMITTEE: Finance

DATE OF COMMITTEE MEETING: September 3, 2025

SUMMARY: Bowie State University (BSU) requests approval to increase the funding authorization for the Tubman Hall Refurbishment project by \$6,756,000, raising the total authorization from \$12,244,000 to \$19,000,000. The project involves a complete renovation of Tubman Hall, the oldest building on campus, to provide approximately 110 student beds in a variety of suite configurations. Planned improvements include full interior demolition, hazardous material abatement, installation of an ADA-compliant entrance with a new elevator and other ADA upgrades, new bathrooms, and complete replacement and upgrades to the electrical and HVAC systems, including the addition of air conditioning.

The Board originally approved \$12,244,000 for this project in the FY 2026–2030 SFCP, consisting of \$10,050,000 in auxiliary revenue bonds and \$2,194,000 in institutional funds. That estimate, based on early planning and schematic designs, was updated and reflects cost projections informed by the 95% design submission, which incorporates adequate contingency allowances.

The cost increase is primarily due to final design requirements, including discovery of unforeseen conditions, the challenges of modernizing a unique older building to current codes, and anticipated cost escalation driven by tariffs and labor shortages. Comprehensive hazardous material testing also revealed the need for full abatement. The revised estimate includes sufficient contingencies to reduce the risk of future delays or additional requests.

Contracts resulting from this project will require Board of Public Works approval.

<u>ALTERNATIVE(S)</u>: BSU considered several options, including canceling the project, deferring it, or proceeding with significant scope reductions. However, given the University's current student housing shortage, which requires leasing approximately 350 off-campus beds at high cost, and the likelihood of higher construction costs with any delay, these alternatives were deemed impractical. Proceeding with the full scope of the project remains the most effective approach to address housing needs and support student recruitment and retention goals.

FISCAL IMPACT: Approval of the requested additional \$6,756,000 would increase the total project budget authorization from \$12,244,000 to \$19,000,000. The annual operating cost for Tubman Hall will be approximately \$925,000.

Funding Source	Current Approved Funding		i otal Fundingi
USM Auxiliary Revenue Bonds	\$10,050,000	\$4,000,000	\$14,050,000
Institutional Funds	\$2,194,000	\$2,756,000	\$4,950,000
Total Project Budget	\$12,244,000	\$6,756,000	\$19,000,000

BSU TUBMAN HALL

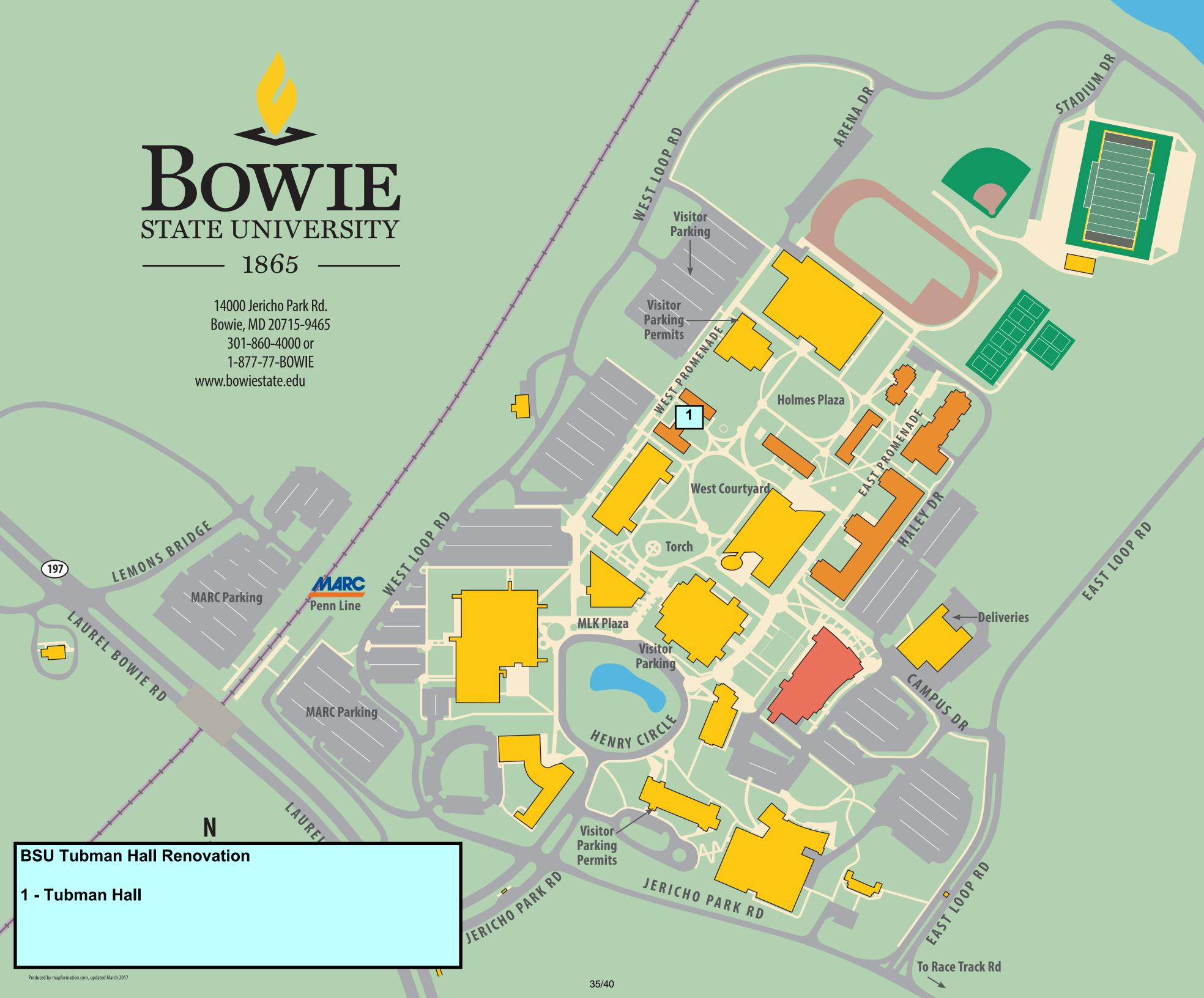
<u>CHANCELLOR'S RECOMMENDATION</u>: That the Finance Committee recommend that the Board of Regents approve a revised total project budget of \$19,000,000 for the refurbishment of Tubman Hall at Bowie State University, as described above, funded by \$14,050,000 in USM Auxiliary Revenue Bonds and \$4,950,000 in institutional funds.

COMMITTEE RECOMMENDATION:	DATE:
BOARD ACTION:	DATE:
SUBMITTED BY: Ellen Herbst (301) 445-1923	

Project Cost Summary

BSU Refurbish Tubman Hall

	Prior Budget Amt	Modification
Date	Jun-25	Sep-25
Stage of Estimate	Design	Construction
Design/Fees*	\$784,000	\$850,000
Construction Cost	\$10,600,000	\$16,500,000
Gen Contingency (10%)	\$1,060,000	\$1,650,000
Project Total	\$12,444,000	\$19,000,000
Rev 8/13/2025	*The project is being done under a Design/Build contract.	Reasons for the Increase: The project is facing a budget shortfall. The cost increase is due to the discovery of several unforeseen conditions, the inability to salvage existing systems, additional challenges of updating a unique, older building to comply with current codes and laws (ADA), as well as anticipated cost escalation driven by tariffs and expected labor shortages. Additionally, full hazardous material testing revealed the need for a more comprehensive abatement (additional \$750k). The updated estimate includes sufficient contingencies to reduce the risk of future delays or requests for additional funds.



BOARD OF REGENTS



SUMMARY OF ITEM FOR ACTION, INFORMATION OR DISCUSSION

TOPIC: University of Maryland Global Campus: Approval for Guild Revenue Generating Contract (action)

COMMITTEE: Finance

DATE OF COMMITTEE MEETING: September 3, 2025

SUMMARY: The University of Maryland Global Campus (UMGC) requests partial retroactive approval of a revenue-generating contract with Guild for student enrollment services, along with prospective approval for the remainder of the base contract. Guild is a Denver-based education services company that partners with major employers to administer tuition benefits, connecting their employees with academic programs at institutions such as UMGC.

The five-year contract, in effect from October 29, 2021, through October 28, 2026 is expected to generate approximately \$57.9 million in revenue. The contract includes two optional two-year renewals; however, UMGC does not plan to exercise these options and will instead conduct a competitive solicitation at the end of the current term for these services.

The request for approval is made pursuant to USM Procurement Policies and Procedures: Section VIII.C.2 for procurements exceeding \$5 million. While revenue-generating contracts fall under one of the exclusions in the USM Procurement Policies and Procedures, the USM Policy on Approval of Procurement Contracts was ambiguous about whether excluded categories still required BOR approval. The policy was amended and approved by the BOR on June 14, 2024, to clarify that any contract exceeding \$5 million—regardless of an exclusion—must be presented for approval. This change is the basis for the partial retroactive approval request.

UMGC entered into a contract with Guild to connect employees of Guild's corporate partners with UMGC's educational offerings. Guild facilitates direct payment from employers to the University, providing these employees with access to quality education funded by their employers. Guild is the designated provider of tuition reimbursement access for employees of its corporate partners. Guild partners with a wide range of employers, many of which are included within the Fortune 500. Guild shares in a portion of the revenue from enrollments generated when these employees use their tuition benefits to enroll at UMGC. Since its launch in summer 2022 (FY23), the partnership has grown steadily and now serves over 2,800 students on an annual basis. The partnership is projected to provide education opportunities to more than 6,000 students over the five-year initial contract term.

This contract will require the approval of the Board of Public Works.

CONTRACTOR: Guild, 370 17th Street, Suite 300, Denver, CO 80202

Bijal Shah, CEO

<u>ALTERNATIVE(S)</u>: If UMGC did not partner with Guild, the University would likely experience a reduction in both enrollments and associated revenues.

UMGC GUILD CONTRACT 082625

FISCAL IMPACT: Over the five-year initial contract term, UMGC's contract with Guild is projected to serve more than 6,000 students and generate approximately \$57.9 million in revenue.

<u>CHANCELLOR'S RECOMMENDATION</u>: That the Finance Committee recommend that the Board of Regents approve, as described above, partial retroactive and prospective approval for the University of Maryland Global Campus's contract with Guild.

COMMITTEE RECOMMENDATION:	DATE:
BOARD ACTION:	DATE:
SUBMITTED BY: Ellen Herbst (301) 445-1923	

BOARD OF REGENTS



SUMMARY OF ITEM FOR ACTION, INFORMATION OR DISCUSSION

TOPIC: Convening Closed Session (action)

COMMITTEE: Finance

DATE OF COMMITTEE MEETING: September 3, 2025

<u>SUMMARY</u>: 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.

<u>CHANCELLOR'S RECOMMENDATION</u>: 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	



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

Date: September 3, 2025

Time: 1:30 p.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 industria 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.

(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)	[x]	To comply with a specific constitutional, statutory, or judicially imposed requirement that prevents public disclosures about a particular proceeding or matter.
(14)	[x]	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:
		 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:

Confidential commercial information in connection with a contract. The awarding of a contract for online program management services. To consider the development of the proposed FY 2027 Operating Budget submission and potential adjustments to the submission.

REASON FOR CLOSING:

To protect the confidentiality of confidential commercial information (§3-305(b)(13)); to maintain confidentiality of discussions of bid proposals prior to BOR approval and the awarding of a new contract (§3-305(b)(14)); and, to maintain confidentiality (pursuant to executive privilege) of the proposed operating budget prior to the Governor's submission to legislature (§3-305(b)(13)).

CONVENING CLOSED SESSION 082625