

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 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 signing and submitting to the Office of Human Resources VSIP Portal *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 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 I must have an open bank account and that I must keep my account open through the date of the final University contribution which is part of the Incentive Payment.

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.

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

Attachment A
Bowie State University FY 2022 Voluntary Separation Incentive Program
Position and Age Band
Faculty

Position	Total Positions			
		Age	Eligible	Ineligible
Assistant Professor	46			
		50	2	2
		51	1	1
		53		2
		54		3
		56		2
		57	1	3
		58		2
		59	2	2
		60	1	
		61		1
		64	2	2
		65	1	2
		66		1
		68	1	
		71	1	
		72	2	
		73	1	
		74	1	2
		75	1	
		76	1	
		79	1	
		82	1	
		91	1	
Subtotal			21	25
Associate Professor	44	50	1	1
		51	2	4
		52	1	1
		53		2
		54		1
		55		2
		56	1	
		57	1	
		58	3	
		60		1
		61	4	2
		63	1	1
		64	2	
		65	1	
		66	1	
		67		1

Attachment A
Bowie State University FY 2022 Voluntary Separation Incentive Program
Position and Age Band
Faculty

Position	Total Positions			
		Age	Eligible	Ineligible
		68	1	
		69	2	
		70	1	
		71	1	
		72	1	
		75	1	
		76	1	1
		77	1	
Subtotal			27	17
Instructor	7	51		1
		58	2	1
		66	3	
Subtotal			5	2
Lecturer	3	70	1	
		74	1	
		77		1
Subtotal			2	1
Professor	35	51		1
		52	1	
		53	1	
		55	1	
		56		1
		57	1	
		59	1	
		61	2	
		65	4	
		66	2	1
		69	1	
		70	2	
		71	3	1
		72	1	
		73	1	
		74	2	
		75	1	
		76	1	
		77	1	
		79	1	
		80	1	
		81	2	

Attachment A
Bowie State University FY 2022 Voluntary Separation Incentive Program
Position and Age Band
Faculty

Position	Total Positions			
		Age	Eligible	Ineligible
		83	1	
Subtotal			31	4
Total	135		86	49

Attachment A
Bowie State University FY 2022 Voluntary Separation Program Incentive Summary
Faculty

Age	Eligible	Ineligible
50	3	3
51	3	7
52	2	1
53	1	4
54		4
55	1	2
56	1	3
57	3	3
58	5	3
59	3	2
60	1	1
61	5	3
62		
63	1	1
64	5	1
65	6	2
66	6	2
67		1
68	2	
69	3	
70	5	
71	5	1
72	3	1
73	2	
74	4	2
75	3	
76	3	1
77	2	1
78		
79	2	
80	1	
81	2	
82	1	
83	1	
84		
85		
86		
87		
88		
89		
90		
91	1	
Total	86	49