



Wichita State University
Voluntary Separation Incentive Program for Retirement (VSIP)
SEPARATION AGREEMENT WITH WAIVER AND RELEASE

This Separation Agreement with Waiver and Release ("Agreement") is entered into between _____ ("Employee," "me," or "I"), having a WSU Employee ID of: _____, and Wichita State University (the "University"), who agree as follows:

1. Voluntary Date of Separation

I agree that I am voluntarily retiring and that my employment with the University is voluntarily terminated effective December 26, 2020 ("Date of Separation").

2. VSIP Incentive Payment

The University agrees to pay me the following payment and other consideration under the University's Voluntary Separation Incentive Program for Retirement ("VSIP"), provided that I timely sign this Agreement. I agree that the VSIP payment ("Incentive Payment") is a benefit to which I am not already entitled.

I will receive a one-time lump sum Incentive Payment in the gross amount of \$[amount inserted by Wichita State University]. I acknowledge that the Incentive Payment amount is subject to federal and state income taxes and, if applicable, federal Medicare taxes. I authorize the University to reduce the lump sum Incentive Payment by the amount of these withholding taxes, including any deferred payroll taxes and any other applicable deductions.

3. Forfeiture of Tenure and Notice Rights

I agree that by signing this Agreement, I am forfeiting any tenure status and/or right to notice of non-reappointment I may have.

4. Eligibility for Reemployment

I agree that I am not eligible for rehire with the University until after December 26, 2021. I further agree that I am not guaranteed employment with the University in the future. I understand that there are other conditions for rehire that would also apply to me after I am eligible for rehire, and those are outlined at Working After Retirement ((as defined and further described at www.wichita.edu/services/humanresources/VSIP/workingafterretirement.pcf).

5. General Waiver and Release

By signing this Agreement, I waive and release any and all claims, known or unknown, arising on or before the date I sign this Agreement, that I have or might have against the University, the Kansas Board of Regents, the State of Kansas, and their respective past and present affiliates, including any



claims against their officers, affiliates, employees, representatives, and agents (collectively, “Released Parties”), subject only to the exceptions identified in Section 6 below regarding Claims Not Waived and Released. These waived and released claims include but are not limited to: (i) claims that in any way relate to my employment, separation from employment, and other dealings of any kind with any Released Party or Parties; (ii) claims of unlawful discrimination, harassment, retaliation, or other alleged violations arising under: the United States and Kansas constitutions; Titles VI and VII of the Civil Rights Act of 1964, as amended by the Civil Rights Act of 1991; the Equal Pay Act of 1963; the Age Discrimination Act of 1975; the Age Discrimination in Employment Act of 1967; the Older Worker Benefit Protection Act; the Family and Medical Leave Act; the Fair Labor Standards Act; the Worker Adjustment and Retraining Notifications Act; Executive Order 11246; Title IX of the Education Amendments of 1972; Sections 503 and 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act; the Jobs for Veterans Act of 2002; the Kansas Act Against Discrimination; the Kansas Age Discrimination in Employment Act; any state workers’ compensation act Sections 1981 through 1988 of Title 42 of the United States Code, as amended; the Employee Retirement Income Security Act (“ERISA”), inclusive with Consolidated Omnibus Budget Reconciliation Act (“COBRA”); or any other state, federal, or local law, statute, public policy, order, ordinance, or regulation; (iii) claims of wrongful discharge, retaliatory discharge, tort, defamation, misrepresentation, fraud, detrimental reliance, breach of contract or alleged contractual obligations, negligence, and violation of public policy; and (iv) claims for monetary damages, lost wages, other personal recovery or relief, declaratory or equitable relief, costs, expenses, and attorneys’ fees of any kind.

I agree not to initiate any legal proceedings related to any matters released in this Agreement. However, nothing in this Agreement prevents me from filing a charge of discrimination with the United States Equal Opportunity Commissions (EEOC) (or any other federal, state, or local agency), or from participating in any investigation or other proceeding involving such an agency, but by signing this Agreement, I am waiving my right to recover any monetary or other damages and/or attorneys’ fees in any claim or lawsuit brought by or through the EEOC related in any way to my employment with the University. I understand that this Agreement may be used as an affirmative defense and complete bar to any claim, lawsuit, charge, or any other type of action that I, or someone on my behalf, may file.

6. Claims Not Waived and Released

The only claims not waived and not released by me in this Agreement are: (i) claims arising after the date I sign this Agreement; (ii) any claim that as a matter of law cannot be waived; (iii) claims for benefits that are specifically described and provided for in this Agreement; and (iv) claims to enforce the terms of this Agreement.

7. Non-Admission

Nothing in this Agreement is or may be taken as an admission of any wrongdoing, fault, violation, liability, or unlawful activity by me, the University or any other Released Party.

8. Non-Disparagement

I agree that I will not make any statement, or take any action, directly or indirectly, that would cause, or which is intended to or which reasonably might be expected to cause, damage to University's reputation or otherwise cause or contribute to University being held in disrepute.

9. Periods to Consider this Agreement and Revoke

I was advised of the VSIP on September 4, 2020 and I was given until October 5, 2020 in which to consider and apply for the VSIP. I was notified on October 14, 2020 that I was approved for the VSIP, and I was given until October 28, 2020 in which to submit a Notice of Retirement, indicating my desire to participate in the VSIP and intention to retire on December 26, 2020. At all times this Agreement was available to me online, in generic form, for my review and consideration.

On November 9, 2020, I was given this Agreement in a form ready for signature, for my review, consideration, and notarized signature. I was given until December 28, 2020, to sign and notarize this Agreement, except that due to the holiday, I understand that my signed and notarized Agreement may be accepted after December 28, but no later than midnight, Monday, January 4, 2021. I understand and agree that I will notify HR by e-mail at VSIP2020@wichita.edu of any delay I may encounter in submitting this Separation Agreement. I understand that if I do not provide my executed and notarized Agreement on December 28, 2020, there may be a delay in my Incentive Payment.

I understand that I may revoke this Agreement on or within seven (7) calendar days of the date I sign it. Revocation of this Agreement will constitute automatic withdrawal of my participation in the VSIP; I understand that I will not be returned to employee status, but instead I will be treated as a traditional retiree; I will not receive the Incentive Payment; and if I meet retirement eligibility as defined and further described at: https://www.wichita.edu/services/humanresources/Total_Rewards/Benefits/Retirement/Retiree_Eligibility.php, I will receive the non-VSIP retiree benefits to which I am entitled. I understand that if I revoke this Agreement I am still entitled to receive any compensable accrued sick and/or vacation leave payments for which I am eligible to receive at the time of retirement and that other retirement benefits will be administered in accordance with established University policies, plans, and procedures.

To revoke this Agreement, I must complete a Notice of Revocation of Separation Agreement, located at: https://www.wichita.edu/services/humanresources/VSIP/Notice_of_Revocation.pdf, and send this form to VSIP2020@wichita.edu. This form must state my intent to revoke this Agreement clearly in writing and be signed and dated by me. I understand that revocations sent by any other delivery method will not be accepted. **The Notice of Revocation must be delivered by email within seven (7) calendar days of the date I sign this Agreement, as outlined above, in order to be effective.**

I understand that if I do not revoke this Agreement on or within seven (7) calendar days of the date this Agreement is signed by me, I will be considered to be retired from the University on December 26, 2020, the Agreement is enforceable, and the Incentive Payment will be made as described in the VSIP guidelines and this Agreement.



10. Employee Advised to Consult with an Attorney

Pursuant to the Older Workers' Benefit Protection Act of 1990, I am advised that I am waiving any claim that I may have had against the University under the Age Discrimination in Employment Act of 1967 that accrued prior to the date of execution of this Agreement. Prior to executing this Agreement, I am advised to contact an attorney of my choosing at my own expense to discuss the VSIP and to review this Agreement. I am also encouraged to consult with a tax advisor of my choosing at my own expense.

11. Information about Eligible Employees Who Were Selected for the VSIP and the Eligible Employees Who Were Not Selected for the VSIP

I acknowledge and agree that I have been provided with information on the eligible employees covered by the VSIP, the eligibility factors considered, the time periods involved in the VSIP, a list of all job titles and ages of the eligible employees that were selected for the VSIP, and a list of all the job titles and ages of the eligible employees that were not selected for the VSIP. This information is attached to this Agreement as Exhibit A.

12. Other Benefits at Retirement

By signing this Agreement and accepting the Incentive Payment and retiring as of December 26, 2020, I will be eligible for those benefits the University provides to retirees if I meet the retirement eligibility requirements as defined and further described at https://www.wichita.edu/services/humanresources/Total_Rewards/Benefits/Retirement/Retirement_Eligibility.php. Detailed information is available at: [VSIP Benefits Information](#). Compensable accrued sick and/or vacation leave payments due to an employee at the time of separation and other retirement benefits will be administered in accordance with established University policies, plans, and procedures.

13. VSIP Beneficiary Designation

This Agreement provides for a beneficiary designation. If I die after the Date of Separation but prior to receiving the Incentive Payment, the entire Incentive Payment will be made to the beneficiary stated below. I hereby designate the following individual as my beneficiary:

Name: _____ Relationship: _____

Date of Birth: _____ SSN: _____

Address: _____

Phone: _____



14. **Governing Law**

This Agreement and participation in the VSIP shall be governed and construed in accordance with the laws of the State of Kansas, without reference to its conflicts of law provisions.

15. **Nondiscrimination Statement**

The University prohibits discrimination on the basis of race, color, ethnicity, religion, sex, national origin, age, ancestry, disability, status as a veteran, sexual orientation, marital status, parental status, gender identity, gender expression, and genetic information in the University's programs and activities. This Separation Agreement is in accordance with Titles VI and VII of the Civil Rights Act of 1964, the Equal Pay Act of 1963, the Age Discrimination Act of 1975, the Age Discrimination in Employment Act of 1967, Executive Order 11246, Title IX of the Education Amendments of 1972, Sections 503 and 504 of the Rehabilitation Act of 1973, the Jobs for Veterans Act of 2002, the Kansas Act Against Discrimination, and all other applicable civil rights and nondiscrimination statutes. Inquiries regarding compliance with these statutes may be directed to the Office of Institutional Equity and Compliance.

16. **VSIP Conclusion**

The VSIP will terminate when all payments described herein have been provided to all approved employees who submit and do not later revoke properly executed separation agreements.

17. **Complete Agreement**

This Agreement constitutes the parties' entire agreement and cancels, supersedes, and replaces any and all prior proposals, understandings, and agreements (written, oral, or implied) regarding all matters addressed herein, except I shall continue to be bound by all obligations set forth in any prior agreements, undertakings, waivers and assignments involving confidential information, non-disclosure, inventions, non-competition, non-solicitation, non-inducement, patents, copyrights, trademarks, and other intellectual property, and compliance with laws and policies. The terms of this Agreement may not be altered or modified except by written agreement between myself and the University. In connection with this Agreement's acceptance and execution, neither myself nor the University is relying on any representation or promise that is not expressly stated in this Agreement.

18. **Severability**

If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable to any extent, the remaining provisions of the Agreement will be deemed valid and enforceable and this Agreement will continue in full force and effect.

19. **Open Records**



I understand that the University is subject to the Kansas Open Records Act, and that it may be required to disclose this Agreement in response to an Open Records Act request. I further acknowledge that the University may release this Agreement upon lawful request.

20. Counterparts/Execution

I understand and agree that this Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. I further understand and agree that signature pages may be executed via “wet” signature, authorized signature stamp or electronic mark and the executed signature pages may be delivered using pdf or similar file type transmitted via electronic mail, cloud-based server, e-signature technology or other similar electronic means.

By signing below, I acknowledge and agree that I have read this Agreement, including the waiver and release contained in the Agreement, and I understand all of its terms. I am executing this Agreement voluntarily and not in reliance on any promises or representations other than those contained in this Agreement, and with full knowledge of its significance.

I further acknowledge and agree that I have had up to forty-five (45) calendar days to review and consider this Agreement. I agree that any modifications, material or otherwise, made to this Agreement do not restart or affect in any manner the original forty-five (45) day calendar day consideration period. I have been advised in writing to consult with an attorney prior to the execution of this Agreement.

(Remainder of Page Intentionally Blank; Signature Page to Follow)

NOT FOR SIGNATURE