

Wichita State University
Voluntary Separation Incentive Program for Retirement (VSIP)

GUIDELINES

September 4, 2020

1 INTRODUCTION

Wichita State University has adopted the Voluntary Separation Incentive Program for Retirement (“VSIP”) available to eligible employees, effective Friday, September 4, 2020. This voluntary program is an effort to provide employees an opportunity to fast track their retirement while providing University leaders future budget flexibility.

The VSIP is designed to provide eligible employees who voluntarily elect to, and are approved to, separate employment from WSU with a VSIP retirement date of December 26, 2020, with the separation benefits described in this program document. The VSIP is intended primarily for eligible employees in GU or RU state-budgeted positions. However, WSU may also consider eligible employees in positions funded from other sources, such as those supported by external funding, if doing so meets WSU’s strategic goals and does not jeopardize research or contractual commitments. Each application will be reviewed individually. The intention is to allow as many eligible faculty and staff as possible to participate, but each approval will be granted based on the best interest of the University community.

2 PLAN OVERVIEW

The opportunity for eligible employees to apply for participation in the VSIP is limited. The application period begins on Friday, September 4, 2020 and ends on Monday, October 5, 2020 5:00 pm CST. Approved employees will be required to separate (retire) from WSU on Saturday, December 26, 2020 (“Retirement Date”).

Approved employees will be required to sign a Separation Agreement with a release of claims, described later in this document, in order to receive the VSIP Incentive Payment.

In general, each eligible employee who separates from WSU in accordance with the VSIP will receive a lump-sum cash payment of an amount equal to their FY 2021 budgeted annual base salary, minus required payroll deductions. Deductions include applicable federal and state taxes and any other legally required deductions, including any deferred payroll deductions. Base salary is defined either as (i) academic-year salary for those budgeted on a less than 12-month schedule; or (ii) fiscal-year salary for those budgeted as 12 months in the FY 2021 budget. The VSIP Incentive Payment does not include any other payments such as additional compensation (sometimes referred as stipends), faculty payments for summer sessions, overloads or other one-time payments; endowed distinguished professor supplements; funds held in the WSU Foundation or other endowment income; research grants; or any other administrative or external funding. VSIP approved participants will not be eligible for future merit increases.

This document shall serve as the program document governing the terms of the VSIP. Eligibility and payments for the VSIP are governed by the terms of this document. Please refer to this document for information concerning any rights and obligations you may have under the VSIP.

The VSIP is not an entitlement and any approvals under the VSIP must be consistent with the needs of

WSU. A fundamental requirement of the VSIP is that any approvals to participate in the VSIP must result in a benefit to the WSU community, such as a significant cost savings as determined by their college, department and/or campus administration. Therefore, not every eligible employee's application to participate in the VSIP will necessarily be approved.

WSU is enforcing a twelve-month waiting period for rehiring of participants of this VSIP program. Further, participants will not be eligible to be rehired into the same position with the same job responsibilities or title as stated in university policy. There are other important stipulations of rehire that would also apply during and after the twelve-month period, which are outlined at [Working After Retirement](http://www.wichita.edu/services/humanresources/VSIP/workingafterretirement.pcf) ((as defined and further described at www.wichita.edu/services/humanresources/VSIP/workingafterretirement.pcf))

3 VOLUNTARY PROGRAM

Each eligible employee is encouraged to consider the program and determine whether it is the right opportunity. No one can require eligible employees to apply for the VSIP or prohibit them from doing so. Submitting an application to participate in the VSIP shall be on a voluntary basis for all eligible employees. The VSIP application does not in any way change one's current employment relationship with WSU nor may be used in retaliation in respect to future terms and conditions of employment.

4 ELIGIBILITY

The VSIP is available only to eligible WSU Faculty and Staff who are active participants in the KBOR Mandatory retirement plan, the KPERS Retirement Plan or the KP&F Retirement Plan who:

- 1) Are 62 years of age or older at the Retirement Date;
- 2) Have completed at least ten (10) years of service in a benefits-eligible position at WSU **or** a State of Kansas agency at the Retirement Date; and
- 3) Are not otherwise ineligible, as set forth below.

Eligibility will be determined by the WSU Department of Human Resources.

Funding of VSIP will be provided through the existing FY 2021 budget of each VSIP approved position. Should a department request to fill a VSIP position prior to that time, they may receive, through an approval process, central funding for such purposes. For VSIP positions funded from restricted resources, approval of central funding may be approved to cover remaining costs not yet recouped through the time of the vacancy. All requests to fill a VSIP vacated position must be approved through the Position Exception Review process. Central funding will not be provided for positions funded by research grants, endowments, federal funds, or for any other external funding.

5 INELIGIBILITY

5.1 The following individuals are ineligible to participate:

- 1) Employees who already have an active phased-retirement agreement or are scheduled to begin phased-retirement at a future date;
- 2) Employees who have already announced intention to retire or separate employment, if their department has acknowledged such request (i.e. a letter of retirement/resignation)

- submitted and accepted by the department);
- 3) Employees on approved long-term disability or who are in the waiting period;
 - 4) Employees who have an executed agreement of separation with an identified; projected date of separation with WSU;
 - 5) Employees who have been approved for a partial or full-year sabbatical leave beginning Fall, 2020.

6 VSIP APPLICATION PROCEDURE: NOTICE OF INTEREST

The application period for the VSIP begins on Friday, September 4, 2020, and ends on October 5, 2020 at 5:00 p.m. Application shall be made on the **Notice of Interest form**, available at: [Notice of Interest Form](#) (as described and further defined at www.wichita.edu/VSIPInterestForm). The Notice of Interest must be submitted no later than 5:00 pm CST on Monday, October 5, 2020. A Notice of Interest submitted after the deadline will not be considered.

A draft of the Separation Agreement is available at [Separation Agreement](#) (as defined and further described at www.wichita.edu/services/humanresources/VSIP/separationagreement.pdf). In order to receive the VSIP benefits, employees will be required to execute the Separation Agreement. By signing the Separation Agreement, employees are giving up their right to sue the University as defined in the Separation Agreement.

The Notice of Interest form must be completed and submitted electronically no later than 5:00 p.m. CST on Monday, October 5, 2020. Employees needing assistance in completing Notice of Interest form should request assistance at VSIP2020@wichita.edu. The Notice of Interest sent by any other delivery method will not be accepted.

The Notice of Interest indicates the employee desires to voluntarily separate employment (retire) with WSU effective on December 26, 2020, in exchange for the VSIP Incentive Payment and other consideration described herein. The Office of Human Resources will acknowledge receipt of the Notice of Interest forms via email.

The Notice of Interest may be withdrawn any time prior to submitting an executed Notice of Retirement described below. To withdraw the Notice of Interest, the applicant must complete and electronically submit the online Withdrawal Form available at [Withdrawal Form](#) (as defined and further described at <https://www.wichita.edu/VSIPWithdrawalForm>).

VSIP applicants will be notified electronically whether or not their application has been approved on or before Wednesday, October 14, 2020. If approved, notification will include instructions on how to execute the Notice of Retirement form and the Separation Agreement.

Applicants who have questions regarding the amount they are eligible to receive as a VSIP Incentive Payment, should request that information via email to: VSIP2020@wichita.edu.

7 NOTICE OF RETIREMENT

If a VSIP application is approved, the employee will receive a Notice of Retirement form for signature via email at VSIP2020@wichita.edu. The completed Notice of Retirement form must be submitted via email no later than 5:00 p.m. CST on Wednesday, October 28, 2020, or the application will be automatically withdrawn.

An employee may not revoke a signed Notice of Retirement form once it has been received.

8 TIMELINE

The VSIP timeline is summarized below.

Friday, September 4, 2020	VSIP announced
Monday, October 5, 2020 by 5 p.m.	Deadline for Notice of Interest (application for VSIP) to be submitted by employee
Wednesday, October 14, 2020	Employee notified whether their application has been approved, and if approved, employee shall receive a Notice of Retirement form and Separation Agreement (without signature block) via email
Wednesday, October 28, 2020, by 5 p.m.	Deadline for Employee to submit the electronic VSIP Notice of Retirement form
Monday, November 9, 2020	Employee receives electronic Separation Agreement document (with signature block) via e-mail
Monday, November 9, 2020, to Saturday, Dec. 26, 2020	Includes mandatory 45-day review period
Saturday, Dec. 26, 2020	Date of separation (retirement)
Monday, Dec. 28, 2020*	Signed and notarized Separation Agreement is due on December 28, 2020 to: VSIP2020@wichita.edu .
Friday, January 22, 2021**	Estimated Payday for Receipt of Separation Payment (Separation Agreement must be signed, notarized and returned to VSIP2020@wichita.edu by December 28)

*Signed and notarized Separation Agreement is due on December 28, however, due to the holiday, signed and notarized Separation Agreement may be accepted after December 28 but no later than midnight, Monday, January 4, 2021. Employees should make every effort to notify HR by e-mail at VSIP2020@wichita.edu of delays in submitting signed and notarized Separation Agreement. Delayed receipt of the Separation Agreement may delay VSIP Incentive Payment.

**Program participants should be aware that it may take several weeks after the Retirement Date before the VSIP Incentive Payment processes. The date for payment is an estimated date based on the payroll calendar and estimated time for processing. Program participants will be notified of the exact date payment will be received once the Separation Agreement is executed.

9 VSIP SELECTION CRITERIA

While it is the intention of WSU to allow as many eligible employees as possible to participate in the

VSIP, WSU reserves the right to limit the total number of participants in order to preserve the viability of programs and services and the integrity of financial resources, including contractual or grant requirements.

Applications received from eligible employees shall be reviewed by the employee's division leader as follows: President; Executive Vice President/Provost and Professor; Senior Vice President for Industry and Defense Programs/Executive Director of NIAR; or Vice President for Finance and Administration ("Division Officer").

Decisions to fund a voluntary separation package are made by the Division Officer with recommendation from the appropriate department, division or Center leadership, based upon the following criteria:

- 1) Meets VSIP eligibility requirements.
- 2) College and/or department operational and accreditation needs are served. The Division Officer may limit the number of individuals approved in any one college and/or department.
- 3) The needs and best interests of the University community are served.

10 VSIP INCENTIVE PAYMENT

VSIP approved participants who have not exercised a request to revoke a Separation Agreement will receive a lump-sum cash payment equivalent to their FY 2021 budgeted base salary, minus required deductions ("VSIP Incentive Payment"). Base salary is defined either as (i) academic-year salary assigned to the employee's primary position for those budgeted on a less than 12-month schedule; or (ii) fiscal-year salary assigned to the employee's primary position for those budgeted as 12 months in the FY 2021 budget. The VSIP Incentive Payment does not include any other payments such as additional compensation (sometimes referred as stipends), faculty payments for summer sessions, overloads or other one-time payments; endowed distinguished professor supplements; funds held in the WSU Foundation or other endowment income; research grants; or any other external funding. VSIP approved participants will not be eligible for future merit increases.

In addition to the VSIP Incentive Payment, VSIP approved participants shall receive holiday pay for December 24, 2020 and December 25, 2020.

The VSIP Incentive Payment is estimated to be made on the January 22, 2021 payday. The date for payment is an estimated date based on the payroll calendar and estimated time for processing. Retirees will be notified of the exact date payment will be received once the Separation Agreement is executed.

Employees who wish to confirm the amount of their VSIP Incentive Payment should e-mail VSIP2020@wichita.edu.

10.1 Maximum Payment

The lump sum cash payment described above is the maximum VSIP Incentive Payment made upon approval of the employee's application for voluntary separation. The VSIP Incentive Payment available may be coordinated with and reduced by the amount of any benefits related to any temporary-total, temporary-partial or similar benefits based on a worker's compensation claim to the fullest extent permitted by law.

11 RETIREMENT STATUS

The WSU process for approving emeritus status and associated privileges will be followed for all VSIP approved retirees. Such policy is available at [WSU Policy 3.27 Emeritus Status](#) (as defined and further described at www.wichita.edu/about/policy/ch_03/ch3_27.php).

12 OTHER BENEFITS AT RETIREMENT

Employees accepting a VSIP Retirement will be eligible for benefits WSU provides to retirees. Those approved for the VSIP who do not sign the Separation Agreement will not receive the VSIP Incentive Payment BUT will still be required to retire in accordance with the employee's signed and submitted Notice of Retirement. All retirees are eligible for the benefits discussed at [VSIP Benefits Information](#) (as defined and further described at www.wichita.edu/services/humanresources/VSIP/benefits.pcf). 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 State of Kansas and University policies, plans, and procedures. Retirees will receive a payment for those compensable payments regardless of whether they execute the Separation Agreement.

13 FORFEITURE OF TENURE AND NOTICE RIGHTS

Tenured faculty relinquish their tenure status upon their voluntary retirement on the Retirement Date.

14 INFORMATION TO BE FURNISHED

Upon request, employees who apply for participation in the VSIP shall furnish to WSU such documents, data or other information as WSU considers necessary for the purpose of administering the VSIP.

15 SEPARATION AGREEMENT WITH WAIVER AND RELEASE

If a VSIP application is approved and a signed Notice of Retirement form is received, the employee will receive an individual Separation Agreement for review and signature. The signed Separation Agreement must be signed on Monday, December 28, 2020¹, or they will not receive their VSIP Incentive payment.

Separation Agreements must be signed, notarized and emailed to VSIP2020@wichita.edu.

By signing the Separation Agreement, the employee accepting the VSIP Retirement will release all claims and agree not to sue Wichita State University, the Kansas Board of Regents, and the State of Kansas for claims as defined in the Separation Agreement. This Separation Agreement will cover any claims arising under federal, state and local laws, including, but not limited to the Age Discrimination in Employment Act.

The Separation Agreement does not apply to rights or claims that arise after an employee retires and signs the Separation Agreement. Employees will also be provided with information on the group of individuals covered by the program, the eligibility factors considered, the time periods involved in the program, and a list of all job titles and ages of the eligible and selected for the program and the job titles and ages of all the

¹ Signed and notarized Separation Agreement is due on December 28, however, due to the holiday, signed and notarized Separation Agreement may be accepted after December 28 but no later than midnight, Monday January 4, 2021. Employees should make every effort to notify HR by e-mail at VSIP2020@wichita.edu of delays in submitting signed and notarized Separation Agreement. Delayed receipt of the Separation Agreement may delay VSIP Incentive Payment.

eligible and not selected.

The employee may revoke a submitted Separation Agreement on or within seven (7) calendar days of the date on which the agreement is executed. Revocation of the submitted Separation Agreement must be provided in writing, signed by the employee and sent to VSIP2020@wichita.edu. A Notice of Revocation of Separation Agreement may be completed and submitted, but is not required. The Notice of Revocation of Separation Agreement Form is available at [Notice of Revocation](http://www.wichita.edu/services/humanresources/VSIP/Notice_of_Revocation.pdf) (as defined and further described at www.wichita.edu/services/humanresources/VSIP/Notice_of_Revocation.pdf). Revocations sent by any other delivery method will not be accepted. All revocations must be delivered as outlined above in order to be accepted.

Revocation of the submitted Separation Agreement will constitute automatic withdrawal of the employee's application for payment in the VSIP. **Retirement of the employee will still occur as a signed Notice of Retirement form may not be revoked once it has been received.**

If the employee does not revoke the submitted Separation Agreement on or within seven (7) calendar days of the date the Agreement is executed, the employee's VSIP Incentive Payment will be made in accordance with the VSIP and the Separation Agreement. Those who are selected to participate in the VSIP and sign the required paperwork must return the Separation Agreement on or before the Retirement Date.

Signing the Separation Agreement before the actual Retirement Date may require the agreement to be signed again after employee's retirement (or separation) date. Failing to timely submit the signed agreement may cause the VSIP Incentive Payment to be delayed.

16 RECOMMENDATION OF ATTORNEY REVIEW

Pursuant to the Older Workers' Benefit Protection Act of 1990 and the Age Discrimination in Employment Act, as may be applicable to this VSIP, eligible employees are advised to contact an attorney of their own choosing at their own expense to discuss the VSIP and to review documents provided as part of the program. Participants are also encouraged to consult a tax advisor of their own choosing at their own expense, if they so desire.

17 RECOVERY OF VSIP PAYMENTS MADE IN ERROR

An eligible employee shall return to WSU the VSIP Incentive Payment or other consideration, or portion thereof, made by a mistake of fact or law or paid contrary to terms of the VSIP.

18 VSIP BENEFICIARY PAYMENTS

The Separation Agreement will provide for a beneficiary designation. If an employee dies after the retirement date but prior to receiving the VSIP Incentive Payment, the entire VSIP Incentive Payment will be made to the beneficiary.

19 REPRESENTATIONS CONTRARY TO THE VSIP

No employee, officer, director or agent of the University has the authority to alter, vary or modify the terms of the VSIP, except by means of an authorized written amendment to the VSIP approved by the President. No verbal or written representations contrary to the terms of the VSIP and its written amendments shall be binding upon the University.

20 NO EMPLOYMENT RIGHTS OR CONTRACT

The VSIP shall not confer employment rights upon any person. No person shall be entitled by virtue of the VSIP to remain employed by or to be rehired by WSU.

If a complaint is filed with the University for termination of the employee prior to the Retirement Date, the VSIP Incentive Payment is suspended until the complaint is fully resolved. If termination is approved, no VSIP Incentive Payment will be made.

21 APPLICABLE LAW

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.

22 SEVERABILITY

If any provision of the VSIP is found, held, or deemed by a court of competent jurisdiction to be void, unlawful, or unenforceable under any applicable statute or other controlling law, all of the remaining provisions of the VSIP shall continue in full force and effect.

23 NONDISCRIMINATION STATEMENT

WSU prohibits discrimination on the basis of age, ancestry, color, disability, ethnicity, gender, gender expression, gender identity, genetic information, marital status, national origin, political affiliation, parental status, pregnancy, race, religion, sex, sexual orientation, or status as a veteran in the University's programs and activities. Retaliation is also prohibited by University policy. The WSU Office of Institutional Equity and Compliance has been designated to handle inquiries regarding the non-discrimination policies and the Title IX coordinator for Wichita State University may be contacted at: sara.zafar@wichita.edu or 316-978-5177 or 116 Human Resources Building on the Wichita State University campus.

These Guidelines are 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 Acts 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 Opportunity & Access.

24 PROGRAM CONCLUSION

The VSIP will terminate when all payments described in these Guidelines have been provided to all approved employees who submit and do not later revoke properly executed Separation Agreements.

25 QUESTIONS REGARDING THE VSIP

Questions or concerns may be directed by email to VSIP2020@wichita.edu. The Designated University Officers shall have the sole discretionary authority to determine eligibility for the VSIP Incentive Payment and other consideration and to construe the terms of the VSIP, including the making of factual determinations. The decisions of the Division Officer shall be final and conclusive with respect to all questions concerning the administration of the VSIP.

26 DISPUTES REGARDING THE VSIP

Decisions made by the Division Officer are final and not subject to review within the University, nor are they eligible for appeal.