

**University of Kansas – Lawrence and Edwards Campus
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 me, _____ (“Employee”), Employee ID: _____, and the University of Kansas (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 [date inserted by KU] (the “Date of Separation”).

2. VSIP Payment and Other Consideration

The University agrees to pay me the following payment and other consideration under the University of Kansas Voluntary Separation Incentive Program for Retirement (the “VSIP”), provided that I timely execute this Agreement. I agree that the VSIP payment (the “Incentive Payment”) is a benefit that I am not already entitled to.

I will receive a one-time lump sum Incentive Payment in the gross amount of \$[amount inserted by KU], which is equal to [percent inserted by KU]% of my base salary of either: (i) academic-year salary for those budgeted on an academic-year basis or less than 12 months; or (ii) fiscal-year salary for those budgeted as 12 months as of October 5, 2018, less required deductions. The base salary is the academic year or 12-month salary in effect at October 5, 2018, and does not include any other payments such as summer sessions, overloads or other one-time payments, professorships, endowment income, research grants, or any other administrative supplements or external funding. The Incentive Payment amount is subject to federal and state income taxes and, if applicable, federal Medicare taxes. I authorize the University of Kansas to reduce the lump sum Incentive Payment by the amount of such withholding taxes.

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

The University of Kansas is enforcing a waiting period for rehiring of participants of this VSIP program. By signing this release, I agree that I am not eligible for rehire for a period of six months after my date of retirement and that I am not guaranteed employment with KU in the future. I understand that there are other important stipulations of rehire of retirees that would also apply after the waiting period and those are outlined within the University’s Retiree Rehire policy (<http://policy.ku.edu/provost/retiree-rehire-policy>).

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, Kansas Board of Regents, and State of Kansas and their officers, affiliates, employees, representatives and agents, as well as all of their respective past and present affiliates, officers, 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, 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, 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 Acts Against Discrimination, 42 U.S.C. § 1981, 42 U.S.C. § 1983, 42 U.S.C. § 1985, 42 U.S.C. § 1988, the Employee Retirement Income Security Act ("ERISA"), inclusive with COBRA, K.S.A. §44-1001, et seq., or any other state, federal, or local law, statute, public policy, order, ordinance, or regulation; (iii) claims of wrongful discharge, tort, defamation, misrepresentation, fraud, detrimental reliance, breach of alleged contractual obligations, negligence, and violation of public policy; and (iv) claims for monetary damages, other personal recovery or 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. Nothing in this Agreement prevents me from filing a charge of discrimination with the United States Equal Opportunity Commissions (or any other federal, state, or local agency), or from otherwise participating in any investigation or other proceeding involving such an agency, but by signing this release, 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 KU. I understand agree 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; and (iii) claims for benefits that are specifically described and provided for in this Agreement.

7. Non-Admission

Nothing in this Agreement constitutes or shall be portrayed or regarded as an admission of any wrongdoing, fault, violation, liability, or unlawful activity by me, the University or any other Released Party.

8. Severability

In the event that any portion of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the invalid and unenforceable portion shall be construed or modified in a manner that gives force and effect, to the fullest extent possible, to all other portions of this Agreement. If any invalid or unenforceable portion of any provision in this Agreement cannot be construed or modified to render it valid and enforceable, that portion shall be construed as narrowly as possible and shall be severed from the remainder of this Agreement, and the remainder of this Agreement (including the remainder of the section, paragraph, subparagraph, sentence, or provision containing any invalid or unenforceable words) shall remain in effect to the fullest extent possible.

9. Periods to Consider this Agreement and Revoke

I was given from August 6, 2018 through October 5, 2018 to decide whether to apply for the VSIP program. This Agreement in generic form was available to me beginning on August 6, 2018, for my review and consideration. I was notified by e-mail and U.S. mail dated November 2, 2018 that my application for the Voluntary Separation Incentive Program has been approved. I was given until November 21, 2018 to sign the VSIP Notice of Retirement Program. On <insert date 3 month prior to retirement>, approximately three months before my retirement, I was given a copy of this Agreement that contains information specific to me and my VSIP payment.

A. *Revocation.* I understand that I may revoke a submitted Separation Agreement on or within seven (7) calendar days of the date I sign the Agreement. Revocation of the submitted Separation Agreement will constitute automatic withdrawal of my participation in the VSIP; I will be treated as a traditional retiree; and 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 due to me at the time of retirement and that other retirement benefits will be administered in accordance with established University policies, plans, and procedures.

Revocation of the Separation Agreement must be clearly stated in writing and signed, and dated by me. I must either deliver the revocation by hand-delivery or mail via US Postal Service to the Provost Office, Attn: Stacey Rinnert, 250 Strong Hall, University of Kansas, 1450 Jayhawk Blvd., Lawrence, KS 66045-7518. Revocations sent by any other delivery method will not be accepted. all revocations must be delivered or postmarked within seven (7) calendar days, as outlined above, in order to be effective.

I understand that if I do not revoke the submitted Separation Agreement on or within seven (7) calendar days of the date the Agreement is executed by me, the Agreement is enforceable and the VSIP payment will be made in accordance with the VSIP guidelines and the Separation Agreement.

10. Employee Advised to Consult with an Attorney

Pursuant to the Older Workers' Benefit Protection Act of 1990 and the Age Discrimination in Employment Act, I am advised to contact an attorney of my choosing at my own expense to discuss the VSIP and to review the Separation Agreement. I am also encouraged to consult with a tax advisor of my choosing at my own expense.

11. Information about Faculty who were selected for the VSIP and Faculty who were not selected for the VSIP

I agree that I have been provided with information on the faculty 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 faculty eligible and selected for the program and the job titles and ages of all faculty eligible and not selected. This information is attached to this Agreement as Exhibit A.

12. Other Benefits at Retirement

Faculty accepting a VSIP Incentive Payment will be eligible for those benefits KU provides to retirees. Detailed information is available at: <http://provost.ku.edu/vsip> 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 Payments

This Agreement provides for a beneficiary designation. If a faculty member dies after the Date of Separation but prior to receiving the VSIP payment, the entire VSIP payment will be made to the beneficiary. Employee hereby designates the following individual as Employee's beneficiary:

Name: _____ Relationship: _____

Date of Birth: _____ SSN: _____

Address: _____

14. Governing 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.

15. Nondiscrimination Statement

The University of Kansas 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. The following office has been designated to handle inquiries regarding the non-discrimination policies: Department of Human Resources, hrdept@ku.edu, 1246 West Campus Road, Room 103, Lawrence, KS 66045, 785-864-4946. 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 Acts Against Discrimination, and all other applicable civil rights and nondiscrimination statutes. Inquiries regarding compliance with these statutes may be directed to the Department of Human Resources.

16. VSIP Program Conclusion

The VSIP will terminate when all payments described herein have been provided to all approved faculty 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 Employee shall continue to be bound by all obligations set forth in any prior agreements, undertakings, waivers and assignments involving confidential information, 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 Employee and the University. In connection with this Agreement's acceptance and execution, neither Employee nor the University is relying on any representation or promise that is not expressly stated in this Agreement.

18. 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.

I have read this Agreement, including the waiver and release contained herein, and understands all of its terms. I am executing this Agreement voluntarily and with full knowledge of its significance.

Exhibit A

The following information about the Voluntary Separation Incentive Program is being provided to you in accordance with the Older Workers' Benefit Protection Act of 1990 and the Age Discrimination in Employment Act.

The class, unit, or group of individuals eligible to apply for the program includes all tenure and tenure-track faculty at the University of Kansas-Lawrence and Edwards Campus faculty who are:

- 62 years of age or older at the Date of Separation (retirement);
- have completed at least ten (10) years of service in a benefits-eligible position at a Kansas Board of Regents institution or with the Board of Regents office at the Date of Separation;
- and are not otherwise ineligible because the faculty member is already on a phased-retirement agreement; is a current KU retiree who has been rehired, or is on approved long-term disability.

All faculty members who meet the above criteria are eligible to apply for the program. Faculty who apply are asked to choose one of 5 retirement dates set forth below. The percentage of VSIP incentive payment depends on the date the faculty member selects:

Retirement Date	Incentive Payment Percentage
May 31, 2019	100%
June 30, 2019	100%
December 31, 2019	85%
May 31, 2020	70%
June 30, 2020	70%

Selection Criteria: While it is the intention of KU to allow as many eligible faculty as possible to participate in the VSIP, KU 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.

Decisions to fund a voluntary separation package is made by the Chancellor and the Provost with recommendation from the Dean based upon the following criteria:

1. Meets VSIP eligibility requirements.
2. Unit's operational and accreditation needs are served. The separation must not hinder the unit's current ability to achieve its strategic and organizational mission. The Dean/Provost/Chancellor may limit the number of individuals approved in any one unit.
3. The needs and best interests of the university community are served.

Timeline:

August 6, 2018	VSIP announced; VSIP guidelines, Application and Separation Agreement posted
October 5, 2018	VSIP application deadline (5 p.m.)
November 2, 2018	Faculty notified whether their applications have been accepted and, if approved, receive Notice of Retirement form and Separation Agreement (without signature block) via email and mail

November 21, 2018	Faculty return signed VSIP Notice of Retirement form
3 months prior to retirement date	Faculty will receive Separation Agreement document (with signature block) via email and mail
Selected Retirement: May 31, 2019; June 30, 2019; December 31, 2019; May 31, 2020; or June 30, 2020.	On or immediately after date of selected retirement, sign and return VSIP Separation Agreement
7 days after faculty signs Separation Agreement	Employee has 7 days after signing the Separation Agreement to revoke it.

The following is a listing of the ages and job titles of eligible and selected for the program and the job titles and ages of all faculty eligible and not selected.

Job Title	School or College	Age	Number Selected	Number Not Selected