

Fort Hays 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”), Employee ID: _____, and Fort Hays 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 May 14, 2022 or June 11, 2022 (the “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 (the “VSIP”), provided that I timely sign 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 FHSU]. 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.

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 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 twelve months after my date of retirement and that I am not guaranteed employment with the University in the future. I understand that there are other conditions of rehire of retirees that would also apply after the waiting period which are defined and further described at [Working After Retirement](#).

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 (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 Fort Hays State 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; and (iii) claims for benefits that are specifically described and provided for in 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. 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.

9. Periods to Consider this Agreement and Revoke

I was advised of the VSIP on January 3, 2022 and I was given until February 4, 2022 to consider and apply for the VSIP program. I was notified on February 21, 2022 that my application for the Voluntary Separation Incentive Program has been approved. I was given until March 11, 2022 to sign the VSIP Notice of Retirement Program, indicating my desire to participate in the VSIP and intention to retire on May 14, 2022 or June 11, 2022. At all times the Agreement was available to me online, in generic form, for my review and consideration. On March 30, 2022 or April 27, 2022, approximately forty-five days before my retirement, I was given a copy of this Agreement that contains information specific to me and my VSIP payment.

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 email to visp@fhsu.edu. Revocations sent by any other delivery method will not be accepted and all revocations must be received 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 signed by me, the Agreement is enforceable and the VSIP payment will be made as described in 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 eligible employees who were selected for the VSIP and the eligible who were not selected for the VSIP

I agree that I have been provided with information on the eligible 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 eligible and not selected. This information is attached to this Agreement as Exhibit A.

12. Other Benefits at Retirement

An employee who accepts a VSIP Incentive Payment will be eligible for those benefits the University provides to retirees. Detailed information is available at: [Retirement Benefits](#). 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 the Employee 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 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 Acts Against Discrimination, and all other applicable civil rights and nondiscrimination statutes. Inquiries regarding compliance with these statutes may be directed to the FHSU Compliance Office.

16. VSIP Program 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 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 in the Agreement, and I understand all of its terms. I am executing this Agreement voluntarily and with full knowledge of its significance.
