



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

This Separation Agreement (the "Agreement") with a Waiver and Release of Employment (the "Waiver and Release") is entered into on _____, 2020, by _____, 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





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

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10. Employee _____



14. Governing Law

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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.