

**Voluntary Separation Incentive Plan (VSIP) at
Western Kentucky University
Waiver and General Release Agreement for Faculty Employees**

This Waiver and General Release Agreement (Agreement) is made on this _____ day of _____, 2024, by and between _____ (employee name) and Western Kentucky University, its respective Regents, officers, administrative officials, agents, affiliates and successors, past and present, and each of them (collectively referred to in this Agreement as the “University”).

This Agreement memorializes my agreement with the incentive and benefits offered by the University under the Voluntary Separation Incentive Program (VSIP) as offered by WKU to certain employees who meet the stated eligibility criteria. The incentive and benefits are offered in exchange for a waiver and release of the University as set forth with specificity below.

- 1. Voluntary Separation from Employment.** I understand that my last day of employment with WKU will be December 31, 2024, “the Effective Date”. I acknowledge and agree that I have decided to voluntarily separate my employment, having made such decision of my own free will, having researched and evaluated the advantages and disadvantages of my decision and having a period of at least forty-five (45) calendar days (the Offer Period) to consider the terms of the offer and its implications.

- 2. Consideration**
 - a.** I specifically acknowledge that the compensation incentive payable to me will be my annual base salary as of my departure date, less applicable federal, state, local and other relevant payroll withholdings. This incentive is in addition to compensation or benefits otherwise due to me at the time of my voluntary separation from employment.
 - b.** I understand and agree that the compensation incentive, as defined in the VSIP program description, is the only consideration I will receive in exchange for my voluntary separation from employment/entering into this Agreement.
 - c.** I understand that the compensation incentive will be paid to me in a one-time, lump sum payment on my last regularly scheduled payroll in January 2025.
 - d.** I understand that the customary compensation payable to an employee on voluntary separation from the University shall be paid in accordance with the terms of established policy, plans and documents, unless specifically excluded in the VSIP program description. Accumulated vacation leave shall be disbursed according to existing University policy.

- 3. General Release.** In consideration for the compensation incentive and benefits provided to me under the WKU VSIP, I on behalf of myself and my heirs, executors, administrators, attorneys, trustees, and assigns, hereby waive, release and forever discharge Western Kentucky University, its entities, including departments, divisions, affiliates, Board of Regents, president, directors, administrators, officials, supervisors, employees, attorneys, employee benefit plans, vendors, insurers, assignees, fiduciaries including past, present and future from any known or unknown actions, causes of action, claims or liabilities of any kind arising out of or related to my employment with and/or voluntary separation from employment as a participant of the WKU VSIP. This Release and Agreement includes:
 - a.** Any and all claims of alleged discrimination, defamation, breach of contract, constructive discharge, tort claims, any claims under all applicable University policies, procedures or governing regulations, retaliation, fraud, misrepresentation, contract, fiduciary duty, negligent

or intentional interference, Americans with Disabilities Act (the “ADA”), the Americans with Disabilities Amendments Act of 2008 (“ADAAA”), the Age Discrimination in Employment Act (“ADEA”), the Older Worker Benefit Protection Act (the “OWBPA”), Title VII of the Civil Rights Act of 1964 (“Section 1983”), the Rehabilitation Act of 1973, the Occupational Safety and Health Act of 1970 (OSHA), Executive Order 11246, Title VI of the Civil Rights Act of 1964, the Fair Labor Standards Act of 1938, the Employee Retirement Income Security Act of 1974 (“ERISA”), the Family Medical Leave Act (“FMLA”), the Uniformed Services Employment and Reemployment Rights Act of 1994 (“USERRA”), the Kentucky Civil Rights Act (“KRS 344”), the Kentucky Wage and Hours Act (“KRS 337”), the Kentucky Equal Pay Act (“KRS337.420-433”), Kentucky OSHA (“KOSHA”), or the Kentucky Equal Opportunities Act (KRS 207.140-240).

- b.** ADEA/OWBPA Waiver. I specifically release and waive any right or claim against the University arising out of my employment or separation from employment with University under the Age Discrimination in Employment Act, as amended, 29 U.S.C. section et seq. (“OWBPA”). I understand and agree to the following:
- i.** This Agreement is written in a manner that I understand;
 - ii.** I do not release or waive rights or claims that may arise after I sign this Agreement;
 - iii.** My waiver of rights and claims I may have had under the OWBPA and the ADEA are solely in exchange for benefits which are in addition to anything of value to which I am already entitled;
 - iv.** I have been advised to consult with an attorney before signing this Agreement;
 - v.** I have forty-five (45) calendar days to consider whether to sign this Agreement. If I sign it before the end of the Offer Period, I acknowledge that my decision is knowing, voluntary, and not induced by fraud, misrepresentation, or a threat to withdraw, alter, or provide different terms prior to the expiration of the Offer Period. I agree that any changes or revisions to this Agreement, whether material or immaterial, do not restart the running of the Offer Period;
 - vi.** I have seven (7) days after signing this Agreement in which to revoke my acceptance of this Agreement. This Agreement will become effective and thus binding upon both parties, upon the expiration of the seven (7) day period described herein.
- c.** Any claims for damages for front pay, back pay, loss of wages, attorney’s fees, costs, waiver, medical bills, loss of coverage, pain, suffering, humiliation, embarrassment or loss of reputation.
- d.** Any claim for unemployment compensation from the Commonwealth of Kentucky or WKU arising out of my voluntary separation from employment under the VSIP.
- e.** Any claim or grievance whatsoever related to my voluntary participation in the VSIP and my resulting separation from employment.

4. **Exceptions.** Notwithstanding the above General Release from all claims as stated in Item 3, I am not waiving or releasing my rights to possible claims related to:
- a. Claims for workers' compensation benefits.
 - b. Claims for medical conditions caused by exposure to hazards during my employment of which I was not aware before or at the time of signing this Agreement.
 - c. Claims arising after the date on which I sign this Agreement.
 - d. Claims for vested or accrued benefits under a state employee benefit plan.
 - e. My rights to file a charge with the U.S. Equal Employment Opportunity Commission (EEOC) or any other federal or state fair employment practices entity. **I am, however, waiving all rights to recover money or other individual relief in connection with any such charge filed by myself, the EEOC or any other person or entity representing me.**
5. **Re-employment.** I also agree that I am not eligible for re-employment with WKU in any capacity (full-time, part-time, temporary, occasional, etc.) for one year from the Effective Date, as set forth in the VSIP Plan Documents. Any future employment at WKU, following the one-year separation date, will be at the Provost and Vice President of Academic Affairs' sole discretion and will be limited to part-time faculty positions at the part-time faculty compensation rate. Individuals with emeritus status approved for part-time faculty positions will be paid at the part-time emeritus compensation rate.
6. **Return of University Property and Settlement of Outstanding Debts.**
- a. I agree that on or before my voluntary separation date of December 31, 2024, I will return all University property in my possession or control, including but not limited to, keys, access instruments, computing equipment, uniforms, badges, credit cards, ID cards, University documents or recordings and all other property of WKU.
 - b. I also agree and authorize deductions from my ending pay with WKU, all debts owed to WKU including parking fees/citations, outstanding tuition and fees, and unauthorized expenses based on official University documents.
7. **Employee Acknowledgements.**
- a. I agree that I have been paid for all hours worked up through the last pay period for which I have been paid *before* signing this Agreement.
 - b. I agree that I do not currently have any lawsuits and/or administrative claims pending against WKU and/or any of its officers, directors, employees, and/or agents at the date of execution of this Agreement. I also confirm that I have not suffered any on-the-job injury or illness of which I am aware and for which I have not already filed a claim with WKU.
8. **Exclusivity of Benefits and No Further Compensation.** I agree that I am not entitled to any payments or benefits not expressly provided for in this Agreement. I further agree that I have no additional claim for compensation against the University. I agree that the payments described in Item 2 shall constitute the entire amount of monetary consideration to which I am entitled to under this Agreement and that I

am not entitled to any further monetary consideration from the University. I understand that I am responsible for payment of any attorney's fees or costs that I have incurred or will incur in connection with reviewing the terms of this agreement or otherwise related to my employment or separation from employment with the University and that I will not seek any further compensation or consideration for any claimed damages, costs, or attorney's fees in connection with the matters encompassed by this agreement or any other events or circumstances that existed or occurred up to the date of the execution of this agreement.

9. Taxes and Required Deductions. To the extent that additional taxes and required deductions are applicable to my compensation incentive payable to me under the VSIP, I agree to such and agree to indemnify and hold the University harmless. I further agree to provide any and all information to the University pertaining to myself such as any new address or other information necessary to comply with applicable laws or regulations.

10. Application and Eligibility for Retirement Benefits. I agree that it is my responsibility to file the required documents necessary to attain retirement status and benefits available to me from either KERS or TRS. I agree that the University shall not be responsible for any negligent action on my part to follow the established retirement process including required documents (birth certificate, marriage license, etc.) as established by KERS or TRS.

If I participate in the Optional Retirement Plan (ORP) and have an account with TIAA, VOYA, VALIC or Fidelity, it is my sole responsibility to consult with the respective retirement vendor concerning and any desired action related to my account.

11. Notice and Other Information. I agree that I have been given at least forty-five (45) calendar days to fully evaluate and consider VSIP participation, the terms of the offer and the advantages and possible disadvantages of my participation. This includes being advised by WKU to consult with an attorney, tax advisor, and financial advisor before signing this Agreement to ensure that I fully understand the terms and conditions of the VSIP offer and obligations.

12. Confidentiality/Non-Disclosure. I agree to keep and maintain the confidentiality of any and all information that I acquired during my employment with WKU that should be treated as confidential and non-disclosable under university policy, state or federal law. I agree that I have had access to certain confidential information including personnel, financial, student, intellectual property, donor information, etc., related to the functions and operations of the University. I understand and agree that all such information is the sole property of WKU and constitutes proprietary information. Except as may be required by law, I agree: a) to not discuss or disclose to any person or entity any confidential information arising out of or in connection with my employment with the University, b) to not remove, retain, transfer, disclose or utilize any confidential information, and c) that any breach of this confidentiality clause shall be specifically enforceable by a court of law. I further agree to indemnify and hold harmless the University for any costs, including attorney's fees, incurred in the enforcement of the confidentiality/non-disclosure requirement.

13. Cooperation with University.

- a. I agree to reasonably cooperate with the University to the extent that such cooperation and assistance are requested by University officials regarding issues that may arise related to my responsibilities during employment or which I may have knowledge.

b. I agree to cooperate with the University and its legal counsel in connection with any current or future investigation or litigation relating to any matter in which I was involved or of which I have knowledge, or which occurred during my employment with WKU. Such assistance shall include, but not be limited to serving as a witness in any matter in which the University is the subject of a lawsuit, charge, complaint, or other action, or where such action, whether legal or regulatory, has been threatened against the University and shall continue until such matters are resolved. Nothing in this section is intended to waive or limit my rights that are excluded from the General Release provisions of this Agreement as noted in Section 3.

14. Enforceability. If any provision of this Agreement is deemed invalid or unenforceable for any reason by a court or other competent jurisdiction, it shall not be stricken in its entirety or held void or unenforceable, but rather shall be deemed modified to make it enforceable to the maximum extent legally permissible, and the Agreement's remaining provisions shall continue to be in full force and effective.

15. Prior Agreements. I confirm that any prior agreements between myself and the University are null, void and unenforceable, and that, upon the effective date, December 31, 2024, the University has no obligations to me except as expressly set forth in this Agreement.

16. Terms are Contractual. It is agreed and understood that the terms of this Agreement are contractual between me and the University and not merely a recital.

17. Program Eligibility and Approval Disclaimer. By signing this Agreement, I acknowledge and agree that the receipt of any VSIP benefits or incentives is contingent upon my official acceptance into the VSIP. Signing this document does not guarantee VSIP eligibility or acceptance, and all benefits and incentives are subject to final approval by the University, which reserves the right to review and determine eligibility in accordance with VSIP criteria, guidelines and stated goals.

18. Designated Beneficiary. I understand that in order to receive the incentive compensation and benefits payable to me under the VSIP, I must be actively employed as of the stated departure date. However, in the event that I should die between the departure date and payment of the incentive compensation and benefits in full, I hereby designate the following individual as my beneficiary specifically for purposes of the VSIP payout:

Printed Name of Beneficiary_____

Relationship_____ Date of birth:_____

Address of Beneficiary_____

Telephone Number of Beneficiary_____

Last Four Digits of Beneficiary Social Security Number_____

19. Revocation. I understand that I may revoke this Agreement within seven (7) days after the date that I submit the signed Agreement to WKU. If I wish to withdraw from the VSIP I understand that I must complete a VSIP Revocation Agreement Form. The timely receipt of a valid VSIP Revocation Agreement Form will result in my immediate removal from the VSIP Program. No incentive (as described in this document) will be provided. I will receive electronic confirmation of receipt of the VSIP Revocation Notice from a designated WKU official.

20. Final Acknowledgments. I agree that:

- a.** I have read, considered and fully understand the VSIP offering, and the associated Agreement and my questions have been fully satisfied;
- b.** I have been advised by WKU to consult with an attorney, tax advisor, financial advisor, and retirement counselors, as necessary, before signing this Agreement to ensure that I fully understand the terms and conditions of the VSIP offer and obligations;
- c.** No official or employee has coerced or required me to participate in the VSIP and sign this Agreement;
- d.** No other promises or inducements have been made to me; and
- e.** No other promises or agreements shall be binding unless reduced to writing and signed by the parties.

I ACKNOWLEDGE AND AGREE THAT I HAVE KNOWINGLY AND VOLUNTARILY ENTERED INTO THIS AGREEMENT BY MY SIGNATURE BELOW:

Employee Signature _____

Date _____

Employee Printed Name _____

WKU ID _____

Department _____