

Kansas Athletics Inc.
Voluntary Separation Incentive Program for Retirement (VSIP)
Guidelines

September 11, 2020

Introduction

Kansas Athletics Inc., (KAI) continues to face a challenging financial situation, which requires implementing additional, and a wide variety of measures to manage the ongoing fiscal health of the Department. Consequently, KAI has adopted the Voluntary Separation Incentive Program (“VSIP”), effective September 11, 2020, for employees who are retirement eligible under the VSIP guidelines. The VSIP is designed to provide eligible employees who voluntarily elect to separate employment from KAI with a VSIP retirement date of December 15, 2020, with the separation benefits described in this program document. The VSIP is intended primarily for eligible KAI staff and coaches without employment agreements. Eligible employees electing to retire through the VSIP would be exempt from any future cost-saving measures that may be enacted.

Description

The opportunity for eligible employees to participate in the VSIP is limited. The Notice of Retirement Form must be received on or before October 16, 2020 at 5 p.m. Participating eligible employees will be required to separate (retire) from KAI on December 15, 2020. (“Retirement Date”). Participating 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. Kansas Athletics is enforcing a twelve-month waiting period for rehiring of participants of this VSIP program.

In general, each eligible employee who separates from KAI in accordance with the VSIP will receive a lump-sum cash payment of \$5,000 plus an amount equal to three (3) months of gross base salary, minus required payroll deductions. Deductions include applicable federal and state taxes and any other legally required deductions. The gross base salary is the monthly regular earnings not including overtime, taxable fringe earnings, or any other administrative payments.

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.

1. 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. The VSIP application does not in any way change one’s current employment relationship with KAI nor may be used in retaliation in respect to future terms and conditions of employment.

2. Eligibility

The VSIP is available only to eligible KAI coaches and staff who are active participants in the KAI

Mandatory Retirement Plan who:

- 1) Are 59.5 years of age or older at the Date of Separation (retirement); and
- 2) Are not otherwise ineligible, as set forth below.

Eligibility will be determined by KAI Human Resources.

It is anticipated that positions will remain vacant for a period of time long enough to provide shrinkage to cover the entire amount of the VSIP. The Director of Athletics will approve all requests to fill the position prior to that time.

3. Ineligibility

The following are not eligible to participate in the VSIP:

- 1) A coach with a current Employment Agreement signed by the Director of Athletics,
- 2) Employees who have already announced intention to retire and their unit has acknowledged,
- 3) Employees on approved long-term disability or who are in the waiting period,
- 4) Employees with an identified or projected Date of Separation with KAI.

4. Notice of Retirement Procedures

The completed and signed Notice of Retirement Form must be submitted no later than 5:00 p.m. CST on October 16, 2020. A sample Separation Agreement is available at kuathletics.com. 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 KAI and the University as defined in the Separation Agreement.

Employees who have questions regarding eligibility and the amount they are eligible to receive as a VSIP Incentive Payment, should request that information via email to KAI HR.

The employee may not revoke a signed Notice of Retirement Form once it has been received.

5. Timeline

The VSIP timeline is summarized below.

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September 11, 2020	VSIP announced and VSIP Guidelines, Notice of Retirement Form and Separation Agreement (without signature block) distributed
October 16, 2020, by 5:00 pm	Employee completes and submits the VSIP Notice of Retirement Form to KAI HR
October 23, 2020 (No Later Than)	Employee receives electronic Separation Agreement document (without signature block) via email
October 23, 2020, to Dec. 15, 2020	Includes mandatory 45-day review period

Dec. 15, 2020	Date of separation (retirement); Signed and notarized Separation Agreement is due on or after December 15, 2020
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Please be aware that it will be several weeks after your retirement and the execution of the Separation Agreement before the VSIP payment processes. At this time, the projected payment date is January 29, 2021. You will be notified of the exact date your payment will be processed once the Separation Agreement is executed.

6. VSIP Incentive Payment

VSIP approved participants who have not exercised a request to revoke the VSIP Separation Agreement will receive a lump-sum cash payment of \$5,000 plus an amount equal to three (3) months of gross base salary, minus required payroll deductions. Deductions include applicable federal and state taxes and any other legally required deductions. The gross base salary is the monthly regular earnings not including overtime, taxable fringe earnings, or any other administrative payments.

Employees who wish to confirm the amount of their VSIP payment should e-mail KAI HR.

7. Maximum Payment

The lump sum cash payment described above is the maximum VSIP payment made upon acceptance of the employee’s Notice of Retirement Form and provided the participant has not exercised a request to revoke a Separation Agreement. The VSIP 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.

8. Other Benefits at Retirement

Employees accepting a VSIP Retirement will be eligible for benefits KAI provides to retirees. Those approved for the VSIP who do not sign the Separation Agreement will not receive the incentive payment BUT will still have to retire in accordance with the employee’s signed and submitted Notice of Retirement Form.

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 KAI policies, plans, and procedures. Retirees will receive a payment for those compensable payments regardless of whether they execute the Separation Agreement.

9. Information to be Furnished

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

10. Separation Agreement with Waiver and Release

If a signed Notice of Retirement Form is received from a VSIP eligible employee, the employee will receive an individual Separation Agreement for review and signature. The signed Separation Agreement must be signed **on or after December-15, 2020**, or they will not receive their incentive payment. Separation Agreements must be signed, notarized and emailed or delivered to KAI HR.

By signing the Separation Agreement, you will release all claims and agree not to sue KAI, the University of Kansas, the 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 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 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.** Revocation of the Separation Agreement must be clearly stated in writing and signed by the employee.

Revocations must be emailed to KAI HR. Revocations sent by any other delivery method will not be accepted. All revocations must be delivered as outlined above in order to be accepted.

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 incentive payment will be made in accordance with the VSIP and the Separation Agreement. Those who participate in the VSIP and sign the required paperwork are encouraged to return the Separation Agreement on the applicable retirement date.

Signing the Separation Agreement before your actual retirement date may require you to re-sign the agreement after you retire. Failing to timely submit the signed agreement may cause the VSIP payment to be delayed.

11. Recommendation of Attorney Review

Pursuant to the Older Workers' Benefit Protection Act of 1990 and the Age Discrimination in Employment Act, 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 if they so desire.

12. Recovery of VSIP Payments Made in Error

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

13. VSIP Beneficiary Payments

The Separation Agreement will provide for a beneficiary designation. If an employee dies after the Date of Separation but prior to receiving the VSIP payment, the entire VSIP payment will be made to the beneficiary.

14. Representations Contrary to the VSIP

No employee, officer, director or agent of KAI 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 Director of Athletics. No verbal or written representations contrary to the terms of the VSIP and its written amendments shall be binding upon KAI.

15. 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 KAI.

If a complaint is filed with the Director of Athletics for termination of the employee prior to the VSIP Date of Separation, the VSIP payment is suspended until the complaint is fully resolved. If termination is approved, no VSIP payment will be made.

16. 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.

17. 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.

18. Nondiscrimination Statement

KAI and the University of Kansas prohibit 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. Retaliation is also prohibited by university policy. The following persons have been designated to handle inquiries regarding the non-discrimination policies and are Title IX coordinators for their respective campuses: Executive Director of the Office of Institutional Opportunity & Access. IOA@ku.edu. 1082 Dole Human Development Center, 1000 Sunnyside Avenue, Lawrence, KS 66045. 785-864-6414. 711 TTY (for the Lawrence, Edwards, Parsons, Yoder and Topeka campuses).

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.

19. 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.

20. Questions Regarding the VSIP

Questions or concerns may be directed by email at KAI HR. The Director of Athletics shall have the sole discretionary authority to determine eligibility for the VSIP payment and other consideration and to construe the terms of the VSIP, including the making of factual determinations. The decisions of the Director of Athletics shall be final and conclusive with respect to all questions concerning the administration of the VSIP.

21. Disputes Regarding the VSIP

Decisions made by the Director of Athletics are final and not subject to review within KAI, the University or are eligible for appeal.