



Western Michigan University

Voluntary Early Separation Program

Program Description

June 1, 2026

Faculty & Academic Chairs

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Western Michigan University

Voluntary Early Separation Program

Introduction

The Board of Trustees of Western Michigan University (the “University”) is pleased to offer a Voluntary Early Separation Program (“Program”) for eligible faculty members and academic chairs at Western Michigan University. Many of these faculty members and academic chairs have dedicated the greater part of their professional careers to the University. Their collective achievements and distinguished service have provided stability to the University in achieving its overall strategic goals.

Accordingly, the University is offering an age- and service-based Voluntary Early Separation Program for eligible individuals for a limited period of time. The Program will allow the University to provide a substantial and well-earned benefit to eligible individuals. The Program also will allow identified units of the University to be proactive in addressing budgetary and/or ongoing workforce challenges.

This document shall serve to govern the terms of the Program. Eligibility and payments under the Program are governed by the terms set forth herein. Please refer to this document for information concerning any rights and obligations you may have under the Program.

Program Description

Contingent on the Program having an acceptance rate that will result in base salary savings to the University of at least \$5,000,000, as determined in the University’s sole discretion, the University will provide early separation payments to those eligible individuals who volunteer to participate in the Program in accordance with the terms of the Program.

Each eligible faculty member and academic chair who elects to participate in the Program will receive an amount based on their Years of Service (YOS):

10 YOS but less than 15 YOS	50% of their 2026-27 academic year or fiscal year base salary, as applicable
15 YOS but less than 20 YOS	75% of their 2026-27 academic year or fiscal year base salary, as applicable
20 or more YOS	100% of their 2026-27 academic year or fiscal year base salary, as applicable

Eligible faculty who are on a reduced workload (Article 35.4) will receive the same percentage of the applicable amount shown above at their workload reduction salary percentage.

Payments shall be subject to required state and federal withholdings, and shall be made February

5, 2027. Program payments do not count as “earnings” for any benefit purposes, including the University’s retirement programs. Therefore, these payments will not be eligible for pre-tax deferral under the University’s retirement programs. In the case of academic chairs, the base salary shall be their ‘return to faculty’ salary, i.e. what the chair would have earned if, in lieu of his/her administrative appointment, he/she had been working as a faculty member in the WMU-AAUP bargaining unit for the 2026-2027 academic or fiscal year, whichever is applicable. Base salary does not include Summer I and Summer II appointments, temporary stipends or other supplements given as part of an assignment of administrative or other duties.

Program participants shall also be paid any accrued and unused vacation payments owed to Employee at the time of separation in accordance with established policies, plans and procedures. Participants who also qualify for retirement, according to Article 35, will be provided those additional benefits as described in Article 35 sections 3.1 through 3.3, and Article 36 of the Collective Bargaining Agreement between the University and the WMU Chapter of the American Association of University Professors (“WMU-AAUP”), but subject to all conditions, limits, rights and other terms of the applicable health and other welfare plan.

As a condition of participation in the Program, a faculty member or academic chair shall waive any right to continued or future employment with the University in any capacity other than research emeriti, hired at the sole discretion of the University, as set forth in University policy. His/her resignation is irrevocable.

The opportunity for eligible employees to apply for the Program is limited. **The application period begins on September 1, 2026 and ends on September 30, 2026, at 5 p.m., ET.** Participating faculty members and academic chairs must sign and return the attached Separation Agreement and General Release (“Agreement”) (Enclosure 2) between December 8th and December 15, 2026, and will be required to separate from the University effective December 31, 2026.

Eligibility

Eligibility for the Program is limited solely to designated faculty members and academic chairs at the University. Except for those working under reduced work-load retirement agreements with the University, faculty members and academic chairs who have served notice on the University prior to May 1, 2026, of their desire to retire or terminate are expressly excluded from participation in the Program regardless of the date that retirement or termination was to actually be effective.

University-wide: Subject to other restrictions and requirements set forth elsewhere in this Program document, a faculty member or academic chair may make application to participate in the Program if, as of September 1, 2026, the faculty member or academic chair:

- (1) holds academic tenure and is actively employed by the University; and
- (2) is at least age 60; and
- (3) has at least ten (10) years of regular continuous full-time service at the University.

In addition, faculty members and academic chairs who are on approved leaves of absence or on sabbaticals and otherwise meet the applicable eligibility criteria above are eligible to participate in the Program. A faculty member or academic chair on paid leave of absence or sabbatical who elects to participate in the Program shall receive no compensation from the University for any period of leave or sabbatical occurring after his or her Termination Date under the Program. The provisions of return to active service requirement, as outlined in the Collective Bargaining Agreement between the University and the WMU Chapter of the American Association of University Professors dated September 2, 2021 to and including September 4, 2026, shall also be waived.

The classifications and ages of those faculty members and academic chairs who meet the eligibility criteria and have been selected to participate in the Program, and the classifications and ages of all faculty members and academic chairs who do not meet the eligibility criteria and have not been selected to participate in the Program are set forth in Appendix A to Enclosure 2.

Release and Waiver of Claims

To be eligible for the benefits under the Program, a participating faculty member or academic chair must sign and not revoke the attached Separation Agreement and General Release (“Agreement”) (Enclosure 2). The terms of the Agreement are hereby incorporated by reference. The Agreement contains a waiver of all claims against the University, including a waiver of claims under the Age Discrimination in Employment Act of 1967. The participating faculty member or academic chair must also acknowledge that he or she is voluntarily relinquishing his or her rights to continued and future employment and tenure with the University in exchange for the benefits under the Program, other than in the capacity of research emeriti, hired at the sole discretion of the University, as set forth in University policy. The terms of the Agreement are incorporated by reference in the Program and should be carefully reviewed. If there is a discrepancy between the Program and the Agreement, the terms of the Agreement shall control.

Application Procedure

The application period begins on September 1, 2026 and ends at 5:00 p.m., ET on September 30, 2026.

Submitting an application to participate in the Program shall be on a voluntary basis for all eligible faculty members and academic chairs. If a person is eligible and declines to participate, he/she will not be treated any differently than any other similarly situated faculty members and academic chairs with respect to future terms and conditions of employment.

To apply for the Program, eligible faculty members and academic chairs must complete and submit an application form to the University on or before 5:00 p.m., ET on September 30, 2026. (Enclosure 1). Applications submitted after that date and time will not be considered. Faxes are accepted at 269-387-3441 and receipt of applications will be acknowledged.

Subject to the University’s right to cancel the Program, eligible faculty members and academic chairs who have made timely application for the Program will be presented with an Agreement for their review and approval. All Agreements must be signed and dated between December 8,

2026 and December 15, 2026, and must be submitted by December 15, 2026 to Warren L. Hills, Ph.D., Chief Human Resources Officer, 1903 West Michigan Avenue, Kalamazoo, MI 49008-5217. By submitting the signed and dated Agreement the Employee acknowledges that such decision was entirely voluntary and that he/she had the opportunity to consider the Agreement for more than forty-five (45) days. For a period of seven (7) days following the execution of the Agreement, participants will have the opportunity to revoke the Agreement by written notice to Dr. Hills at the above address. For such a revocation to be effective, it must be received by Dr. Hills at or before the expiration of the seven (7) day revocation period. It is recommended that written notice of revocation be via hand-delivery or certified mail to show proof of delivery. The Agreement shall not become effective or enforceable during the revocation period. The Agreement shall become effective on the first business day following the expiration of the revocation period (referred to as the “Effective Date of the Agreement”). In no event will the Effective Date of the Agreement extend beyond December 22, 2026. A faculty member or academic chair who executes and does not revoke the Agreement shall sever employment from the University as of December 31, 2026.

Taxes

The University and its employees, the Board of Trustees, agents, including, but not limited to, representatives and attorneys, shall have no liability regarding the tax consequences of payments under this Program to eligible employees.

It is intended that payments made under the Program shall be exempt from or in compliance with Internal Revenue Code Section 409A, and the provisions of the Program are to be construed accordingly. However, in no event shall the University be responsible for any tax or penalty owed by a participating faculty member or academic chair or his or her beneficiary with regard to payments and benefits provided herein. For purposes of Code Section 409A, each installment of payments or benefits is intended to be treated as a separate payment, and the terms “employment termination” and “termination of employment” or terms of like kind are intended to constitute “separation from service” as defined under Internal Revenue Code Section 409A.

No Assignment of Program Payments

Under no circumstances may a Program payment be subject to assignment, garnishment, lien or other encumbrances, and any attempt to cause any such payments to be so subjected shall not be recognized, except to such extent as may be required by law.

Recovery of Program Payments Made by Mistake

An eligible employee must return to the University the Program payments or other consideration, or portion thereof, made by a mistake of fact or law or paid contrary to the terms of the Program.

Representations Contrary to the Program

No employee, officer, director or agent of the University has the authority to alter, vary or modify the terms of the Program. No verbal or written representations contrary to the terms of

the Program and its written amendments shall be binding upon the University.

No Employment Rights or Contract

The Program does not confer employment rights upon any person. Nothing contained in the Program shall be construed as a contract of any kind between the University or any related entity and any person. No person shall be entitled by virtue of the Program to remain employed by the University and nothing in the Program shall restrict the right of the University to terminate the employment of any eligible employee. Any person terminated by the University for cause prior to the Effective Date of the Agreement will be disqualified from participating in the Program.

Nondiscrimination

The University will not discriminate against any person because of race, color, religion, sex, national origin, ancestry, age, marital status, disability, sexual orientation including gender identity, unfavorable discharge from the military or status as a protected veteran and will comply with all federal and state nondiscrimination, equal opportunity and affirmative action laws, orders and regulations. This nondiscrimination policy applies to employment and access to the University's programs and activities.

Amendment of the Program

The Program shall comply with all state and federal laws and shall be amended, if necessary, in order to satisfy any such requirements.

Program Administrator

This Program is being administered by the Office of Human Resources, Warren L. Hills, Ph.D., Chief Human Resources Officer, shall have the discretionary authority to determine eligibility for Program payments and other consideration and to construe the terms of the Program, including the making of factual determinations. The Program Administrator shall exercise authority in a nondiscriminatory manner. The decisions of the Chief Human Resources Officer shall be final and conclusive with respect to all questions concerning the administration of the Program.

All questions regarding this Program should be directed to:

Warren L. Hills, Ph.D., Chief Human Resources Officer
Western Michigan University
1903 West Michigan Avenue
Kalamazoo, MI 49008-5217
warren.l.hills@wmich.edu

Claims Procedure

An eligible faculty member or academic chair, or his or her personal representative, may file a claim in writing under this Program if the participant believes he or she has been treated unfairly

with respect to the Program or has been improperly denied benefits under the Program. A written claim must be filed with the Program Administrator within sixty (60) days of the alleged unfair treatment.

The Program Administrator shall make a full and fair review of the claim within sixty (60) days and provide written notice as to the decision regarding the participant's claim. If the claim has been denied in whole or in part, the written notice shall set forth the reasons for the denial.

Future Programs

There is absolutely no assurance that this Program or any similar program will be offered in the future. The Program is not precedent-setting.

End of the Program

The Program will terminate when all payments described herein have been provided.



Voluntary Employee Separation Program

Frequently Asked Questions

This document is intended to provide answers to the questions employees may have concerning the Western Michigan University 2026 **Voluntary Early Separation Program (the VESP.)** This document is only intended to provide a general summary of the VESP Program document and the relevant University's employee benefit plan documents, and nothing in this set of FAQs can change the terms of those governing documents.

If an insufficient number of eligible individuals volunteer to participate in the VESP, the University may choose to cancel the VESP. In that event, no voluntary separation applications will be granted, and no separation payments will be made.

QUESTION	ANSWER
What is the Voluntary Employee Separation Program (VESP)?	Eligible tenured faculty member and academic chair employees who are age 60 or older and who have ten or more years of continuous full-time service working for Western Michigan University (the University) and are actively employed are eligible to voluntarily separate from University employment and to receive a separation payment. • With ten years of service, the separation payment will be 50% of their 2026-27 academic year or fiscal year base salary, as applicable. • With fifteen years of service, the separation payment percentage will instead be 75%. • And with twenty or more years of service, the separation payment percentage will be 100%. • Eligible faculty on a reduced workload that pays them a percentage of the full-time 2026-27 academic year or fiscal year base salary may receive a separation payment based on their years of service but reduced by the same percentage as their salary reduction. • For academic chairs, base salary is deemed to be what the chair would have earned if, in lieu of his/her administrative appointment, he/she had been working as a faculty member in the WMU-AAUP bargaining unit for the 2026-2027 academic or fiscal year, whichever is applicable.
How do I know if I qualify?	The University will provide you with a copy of the VESP Program document if you are eligible to participate in the VESP.
What defines a year of service?	A year of service is defined based on the anniversary of your hire date.

Voluntary Employee Separation Program

Frequently Asked Questions

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QUESTION	ANSWER
Where do I go for questions?	You may contact Warren L. Hills, Ph.D., Chief Human Resources Officer, at (269) 387-3620 or email him at: warren.l.hills@wmich.edu to discuss any aspect of the VESP.
What is my last day of work after I sign the separation agreement?	If your VESP application is accepted, your last day of work for all purposes will be December 31, 2026.
Do I still get paid for my unused Leave time?	Yes, you will receive pay for any remaining accrued and unused annual leave time that is eligible for payout on your final paycheck under the terms of those policies, plans, and procedures.
What date will my active University health benefits end?	Health care benefits will generally end December 31, 2026, however you should contact Kristin Waldhauser, Human Resources, Director Total Rewards, to better understand your options regarding health care coverage.
Can I convert my Group Term Life Insurance to an individual policy by paying the premium myself?	If applicable, conversion information for Life Insurance will be sent to you by the policy provider. For more information, contact: Kristin Waldhauser, Director Total Rewards Human Resources Western Michigan University 1903 W Michigan Ave Kalamazoo MI 49008-5217 (269) 387-3641
How will I receive the 2026 VESP Severance payment?	VESP Severance payments will be delivered in a lump sum payment on February 5, 2027. Payroll will use direct deposit information already on file.
Is my separation payment taxable?	Yes, VESP payments are taxable, subject to state and local income tax withholdings. They will be taxed as supplemental earnings at 22% for federal withholding as well as subject to Social Security (6.2%) and Medicare (1.45%). The University recommends that employees consult a tax preparer for any special withholding rates that may apply to your specific situation.
Will this count toward my compensation used for purposes of the retirement plans?	No. VESP payments will not count toward (and are separate from) the compensation used for calculating any retirement plan contributions, pension benefit and/or final annual compensation calculations.

Voluntary Employee Separation Program

Frequently Asked Questions

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QUESTION	ANSWER
When can I apply to participate in the VESP?	You can submit a completed VESP Application no earlier than September 1, 2026 and no later than 5:00pm September 30, 2026.
Where do I submit my Separation Application?	Submit the completed application form (Enclosure 1 to the Program document) to the University in person or by mail delivered to: Warren L. Hills, Ph.D., Chief Human Resources Officer Western Michigan University 1903 West Michigan Avenue Kalamazoo, MI 49008-5217 or via facsimile at 269-387-3441.
Where and when do I submit my Separation Agreement?	Your signed and dated Separation Agreement and General Release must be submitted between December 8, 2026 and December 15, 2026, in person or by mail delivered to: Warren L. Hills, Ph.D., Chief Human Resources Officer 1903 West Michigan Avenue Kalamazoo, MI 49008-5217
When is the deadline to rescind my VESP Agreement?	Seven (7) days after it is signed.
Will I be able to work again for the University?	VESP participants cannot continue to work for the University following their separation date, and the University does not intend to reemploy any VESP participants. Individuals may, however, serve in the capacity of research emeriti hired at the sole discretion of the University, as set forth in University policy.
After separation, can I serve as a volunteer with the University?	Yes, you can serve as a volunteer when it is reasonable for volunteers to be deployed.

ENCLOSURE 1



WESTERN MICHIGAN UNIVERSITY
VOLUNTARY EARLY SEPARATION APPLICATION

This Voluntary Early Separation Application should be turned into Warren L. Hills, Ph.D., Chief Human Resources Officer, 1903 West Michigan Avenue, Kalamazoo, MI 49008-5217, as soon as possible, but in no event later than 5:00pm ET on September 30, 2026.

I am an eligible employee under the terms of the University' Voluntary Early Separation Program and I am electing to separate from employment with the University on December 31, 2026.

Please check the circle that applies to you:

- ☐ I am a MPSERS participant
- ☐ I am a TIAA participant
- ☐ I participate in both MPSERS and TIAA

I understand that as a MPSERS participant, to retire I must contact the Michigan Public School Employee Retirement System to apply for retirement benefits at least 30 days in advance at (800) 381-5111 or visit:

<http://www.michigan.gov/ors/>.

I understand that as a TIAA participant, to retire I need to contact TIAA directly at (800) 842-2776 or visit:

<https://www.tiaa.org/>.

[EMPLOYEE NAME]

Tenured: (Please check)

____ Yes

____ No

Signature

Street address: _____

City, State, Zip Code: _____

Cell/Home Phone: _____

Email: _____

WIN#: _____

Age: ____ Date of Birth: ____

Years of Continuous Service: _____

Date of Hire: _____

Questions regarding the Voluntary Early Separation Program should be directed to Warren L. Hills, Ph.D., Chief Human Resources Officer, 1903 West Michigan Avenue, Kalamazoo, MI 49008-5217, (269) 387-3620, warren.l.hills@wmich.edu.

Received by the University on _____, 2026, at ____ a.m./p.m.

Warren L. Hills, Ph.D., Chief Human Resources Officer

For Human Resources Use Only

I have reviewed this application and determined the above individual is eligible to participate in the University's Voluntary Early Separation Program. Participation is hereby approved.

Warren L. Hills, Ph.D.
Chief Human Resources Officer

Date

SEPARATION AGREEMENT AND GENERAL RELEASE

This SEPARATION AGREEMENT AND GENERAL RELEASE ("Agreement") is by and between the Board of Trustees of Western Michigan University, a Michigan Constitutional body corporate with an office and principal place of business at 1903 Western Michigan Avenue, Kalamazoo, MI 49008 ("University") and _____ at _____ ("Employee") (collectively, the "Parties").

WITNESSETH

WHEREAS, Employee is currently employed by the University as _____.

WHEREAS, the University has offered the Western Michigan University Voluntary Separation Program ("Program") dated June 1, 2026, for consideration by certain faculty and academic administrators as provided in the Program; and

WHEREAS, Employee desires to elect to separate from service under the terms of the Program, receive an incentive thereunder, and resign from their position as Professor or Chair in accordance with the terms and conditions contained within the Program which is incorporated herein; and

WHEREAS, the University and Employee desire to settle and release any and all differences and claims and causes of action which either party may have against the other in accordance with the terms contained herein.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and promises contained in this Agreement, and intending to be legally bound, the parties hereto represent, warrant, covenant and agree as follows:

1. Employee hereby voluntarily resigns from their University employment as of December 31, 2026. Employee agrees their resignation is irrevocable and that by said action they also relinquishes their indefinite tenure status, waives all rights to employment and reemployment with the University, and ceases to otherwise be an employee for any purpose. Employee further agrees not to claim or seek future employment with the University. The University accepts the Employee's resignation.

2. The University agrees to pay the Employee a payment in the amount of _____ Dollars (\$XX.00), less all applicable taxes and any other mandatory and/or employee directed withholdings. The payment to Employee shall be made on February 5, 2027. Employee acknowledges and agrees that said payments are in excess of any compensation owed to Employee as of their Separation Date and are paid in accordance with the University's Voluntary Early Separation Program dated June 1, 2026, which is incorporated herein by reference.

3. Program participants shall also be paid any accrued and unused vacation payments owed to Employee at the time of separation in accordance with established policies, plans and procedures. Participants who also qualify for retirement, according to Article 35, will be provided those additional benefits as described in Article 35 sections 3.1 through 3.3, and Article 36 of the Collective Bargaining Agreement between the University and the WMU Chapter of the American Association of University Professors ("WMU-AAUP"), but subject to all conditions, limits, rights and other terms.

4. As a material inducement to the University to enter into this Agreement and to the maximum extent permitted by law, Employee hereby irrevocably and unconditionally releases, acquits and forever discharges the University and each of the University's trustees, officers, predecessors, successors, assigns, agents, employees, representatives, attorneys, divisions, branches, subsidiaries, affiliates (and agents, directors, officers, employees, representatives and attorneys of such divisions, subsidiaries, and affiliates), and all persons acting by, through under or in concert with any of them (collectively for purposes of this Section 4, "the University"), or any of them, from any and all charges, complaints, grievances, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses (including attorneys' fees and costs actually incurred), of any nature whatsoever, excepting only those rights granted to Employee under this Agreement, which Employee may have against the University, including, but not limited to, any and all claims under Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, Section 1981 through 1988 of Title 42 of the United States Code, the Immigration Reform and Control Act, the Employee Retirement Income Security Act of 1975, the Americans with Disabilities Act, the Family and Medical Leave Act, the Equal Pay Act of 1963, the Fair Labor Standards Act, the Uniformed Services Employment and Reemployment Rights Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, the Americans with Disabilities Act, the Age Discrimination in Employment Act of 1967, as amended, the Michigan Elliott-Larson Civil Rights Act, any and all claims for defamation or other personal injury, and any and all claims for breach of contract or violation of property rights and procedural due process under federal, state or local statutory or common law, as well as any and all claims under federal, state, local law, statute, University regulations, or the collective bargaining agreement between the University and the WMU-AAUP.

For the purpose of implementing a full and complete release and discharge of the University, Employee expressly acknowledges that this Agreement is intended to include in its effect, without limitations, all claims which Employee does not know or suspect to exist in Employee's favor at the time of execution hereof, and that this Agreement contemplates the extinguishment of any such claim or claims, including, but not limited to, any and all matters related to or arising out of their University employment through the date of their execution of this Agreement.

It is specifically understood and agreed that this Agreement is a full, complete, and general release; that it is intended to be as broad and inclusive as permitted by law; and that if any term or provision of this Release shall be invalid, illegal, unenforceable, or in conflict with any law governing the Release, the validity of the remaining portion of this Release shall not be affected, but shall continue in full force and effect to the fullest extent allowed by law.

Employee's waiver/release of rights under the Federal Age Discrimination in Employment Act of 1967, as amended, ("ADEA") does not apply to any future claims or rights as that phrase is defined in the Older Workers Benefit Protection Act, including future ADEA claims.

Employee also does not waive any rights to vested employee benefits or any group health continuation rights provided pursuant to the provisions of Consolidated Omnibus Budget Reconciliation Act.

5. Employee affirms that they have been granted any leave to which Employee was entitled under the Family Medical Leave Act or related state or local law, or disability accommodation laws. Employee further affirms that Employee has no known workplace injuries or occupational illnesses.

6. Employee acknowledges and agrees that their unemployment as a result of their resignation is voluntary, without good cause attributable to the University. Employee understands that because their resignation is voluntary, they are disqualified from benefits under the Michigan Employment Security Act.

7. Attached hereto as Appendix A is a listing of the classifications and ages of persons in the University who were and were not selected for participation in the Program.

8. Employee understands and agrees that if they die after the first business day following the expiration of the revocation period (the "Effective Date of the Agreement"), and before all benefits under the Program have been paid, benefits under the Program will be paid to the beneficiary they have designated below. If a participating faculty member or academic administrator fails to designate a beneficiary in the Agreement, such member's or administrator's benefits automatically will become payable to their spouse unless the spouse does not survive the participating faculty member or academic administrator. If the spouse does not survive the participating faculty member or academic administrator, or if such member or administrator is not married and fails to designate a beneficiary, then such member's or administrator's entire benefit automatically will be paid to their estate.

If a participant dies before the Effective Date of the Agreement, no benefits shall be payable from the Program with respect to the eligible employee.

9. Employee agrees that on or before their voluntary separation date, they must return all University documents, equipment, and other property to the University, if any, in Employee's possession or control, including but not limited to, keys and University laptops. Employee further agrees not to make, keep, or deliver to anyone else copies or facsimiles of such property.

10. Employee understands that this Release does not apply to those actions or proceedings that are not waivable by law or any charge they may file with the Equal Employment Opportunity Commission ("EEOC") or the Michigan Department of Civil Rights ("MDCR"). Employee further understands that they may cooperate with an investigation by the EEOC or the MDCR. However, Employee willingly and voluntarily hereby waives, releases, and gives up any right they may personally have to receive any monetary damages or other payment or benefit arising out of any such charge or investigation.

11. The University recommends that the Employee consult with an attorney before signing this Agreement. By signing this Agreement, Employee represents and agrees that they had adequate time to consult with their attorney if they believed such consultation was necessary.

12. Employee understands and certifies that they have carefully read and fully understands all the provisions and effects of this Agreement. Employee acknowledges that they had the opportunity to consider this Agreement for more than forty-five (45) days after the date of its delivery to them before signing it. To accept this Agreement, Employee must return a signed original of this Agreement so that it is received by Warren L. Hills, Ph.D., Chief Human Resources Officer, 1903 West Michigan Avenue, Kalamazoo, MI 49008-5217, warren.l.hills@wmich.edu, between December 8, 2026 and December 15, 2026. The return of the Agreement shall be by hand delivery, email, or first-class mail.

Employee acknowledges by signing this Agreement that such decision was entirely voluntary and that they had the opportunity to consider this Agreement for over forty-five (45) days. For the period of seven (7) days from the date when this Agreement becomes fully executed, Employee has the right to revoke this Agreement by written notice to Dr. Hills at the above stated address. For such a revocation to be effective, it must be received by Dr. Hills at or before the expiration of the seven (7) day revocation period. It is recommended that written notice of revocation be via hand-delivery or certified mail to show

proof of delivery. This Agreement shall not become effective or enforceable during the revocation period. If Employee does not revoke it, this Agreement shall become effective on the first business day following the expiration of the revocation period (the "Effective Date of the Agreement") without any further action by the University or Employee.

13. Employee executes this Agreement voluntarily and agrees no representative of the University has improperly influenced or coerced their decision to sign this Agreement.

14. This Agreement and the Program contain the entire agreement and understanding between the Parties concerning Employee's voluntary resignation from the University. Employee agrees that neither the University nor its Trustees, officer, agents, employees or attorneys have made any oral or written promises or representations concerning the terms, conditions, or effects of this Agreement other than those contained herein. This Agreement constitutes the sole understanding of the parties hereto and supersedes any prior or contemporaneous understandings, whether written or oral, of the Parties respecting the subject matter hereof. There may be no modification of this Agreement unless in writing and approved by the University.

15. No waiver of any provision of this Agreement shall be effective unless made in writing and signed by the waiving Party. The failure of either Party to require the performance of any term or obligation of this Agreement, or the waiver by either Party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

16. It is understood and agreed that the terms and conditions of this Agreement represent a full and complete disposition in satisfaction of the University's legal, employment and contractual obligations to Employee; provided, however, that either party may enforce this Agreement in any court of competent jurisdiction and may seek whatever relief is available and appropriate, including, but not limited, specific performance of this Agreement.

17. This Agreement shall be interpreted and construed according to and governed by, the laws of the State of Michigan. The federal or state courts located in the State of Michigan shall be the forum for any lawsuit arising from or incident to this Agreement. In the event of any dispute, this Agreement is intended by the Parties to be construed as a whole, to be interpreted in accordance with its fair meaning, and not to be construed strictly for or against either Party or the "drafter" of all or any portion of this Agreement.

18. This Agreement binds Employee, their heirs, administrators, personal representatives, successors and assigns.

19. In the event of any dispute, this Agreement is to be intended by the parties to be construed as a whole to be interpreted in accordance with its fair meaning, and not to be construed strictly for or against either party or the "drafter" of all or any portion of this Agreement.

20. This Agreement is conditioned upon its ratification by Western Michigan University's Board of Trustees.

21. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be taken to be an original, but all of which together shall constitute one and the same document. Facsimile and pdf signatures shall be deemed to be of equal force and effect as originals.

IN WITNESS WHEREOF, and intending to be legally bound, the parties have executed this Agreement and General Release.

**THE BOARD OF TRUSTEES OF
WESTERN MICHIGAN
UNIVERSITY**

By: _____

Date

EMPLOYEE

Employee Signature

Employee Name (print)

Date

EMPLOYEE DESIGNATION OF BENEFICIARY:

[Print name of Beneficiary]

[Date of Birth]

[Relationship to Employee]

WITNESS:

Witness Signature

Name of Witness (print)

Date