UNIVERSITY OF ILLINOIS SPRINGFIELD 2025 VOLUNTARY SEPARATION PLAN

INTRODUCTION

This document describes the 2025 University of Illinois Springfield Voluntary Separation Plan (the "<u>UIS-VSP</u>" or the "<u>Plan</u>") offered to Eligible Employees (defined below) of the University of Illinois Springfield ("<u>UIS</u>").

This document is adopted effective January 21, 2025, (the "<u>Plan Effective Date</u>") and serves as the legal plan document. This document will control in the event of any conflict with any other communications to Eligible Employees concerning the Plan.

The UIS-VSP is designed to help UIS manage budgetary goals as a result of declining enrollments and increased personnel costs, while providing Eligible Employees with the choice of a separation incentive opportunity.

ELIGIBILITY

An "Eligible Employee" means an employee in active status who meets all of the following requirements:

- 1. Is employed as a faculty or staff member in a permanent position equal to or greater than 50% FTE regardless of age or service with UIS; and
- 2. Has not provided a written notice of resignation or intent to retire from UIS prior to the Plan Effective Date.

Eligibility for employees in union-represented classifications will be determined through the required collective bargaining process.

ELIGIBILITY EXCLUSIONS

Notwithstanding the foregoing or any other provision in this Plan document to the contrary, the following individuals shall be excluded from participation:

- Individuals with a current Notice of Non-Reappointment, except those Notices of Non-Reappointment solely related to reclassification from Academic Professional to Civil Service.
- In no event will any Eligible Employee who is accepted to participate in the UIS-VSP be eligible for any other severance plan, policy or program maintained by UIS or the University of Illinois System ("University"), including any severance or buyout contemplated by any contract or agreement between any Eligible Employee and UIS.

VOLUNTARY PARTICIPATION

An Eligible Employee's decision to participate in the UIS-VSP is entirely voluntary. No Eligible Employee will be pressured or coerced into applying to participate in the Plan and there will be no reprisals against any Eligible Employee based on participation decisions.

APPLICATION TO PARTICIPATE

Eligible Employees must apply to participate in the UIS-VSP during the application window beginning <u>January 27 (Monday)</u>, <u>12:00 p.m. Central Time</u> and ending <u>February 28 (Friday)</u>, <u>at</u> <u>11: 59 p.m. Central Time</u>. Applications submitted outside these dates will not be considered.

All applications must be made on the electronic form required by UIS.

Following the closing of the application period and review of all applications, Eligible Employees will be notified of their acceptance or rejection no later than <u>March 14 (Friday)</u>, 5:00 p.m. Central <u>Time</u>. UIS reserves the right to deny participation to Eligible Employees based upon the operational needs of and budget impact on UIS.

Eligible Employees who apply and are accepted by UIS for participation in the UIS-VSP will have the right to voluntarily withdraw from the Plan until <u>March 21 (Friday), 12:00 p.m. Central Time</u> (the "Voluntary Withdrawal Deadline").

SEPARATION DATE

If an Eligible Employee is accepted to participate in the Plan and does not withdraw by the Voluntary Withdrawal Deadline, the employee's last day of employment with UIS will be on or before August 15, 2025 (the "Separation Date").

Notwithstanding the above, UIS retains the ultimate discretion to determine an Eligible Employee's Separation Date and may extend the date beyond August 15, 2025, to ensure a smooth transition of job responsibilities. An Eligible Employee will remain subject to all UIS attendance and other policies while employed by UIS.

PARTICIPATION AGREEMENT AND RELEASE AND WAIVER OF CLAIMS

Receipt of the UIS-VSP Incentive Payment (determined below) is expressly conditioned upon the approved Eligible Employee signing and not revoking a Voluntary Separation Plan Agreement and Release and Waiver of Claims ("<u>UIS-VSP Agreement</u>").

As required by law, an Eligible Employee will have a period of 45 calendar days to consider the UIS-VSP Agreement. The 45-day period will begin on the date Eligible Employees are notified of their eligibility for the UIS-VSP and receive a copy of the UIS-VSP Agreement. Eligible Employees who do not withdraw by the Voluntary Withdrawal Deadline must electronically return an executed UIS-VSP Agreement to UIS <u>during the period starting March 15</u>, <u>and ending April 30</u>, <u>12:00 p.m.</u> <u>Central Time</u>.

Important Note: As required by law, an Eligible Employee will have seven (7) calendar days following execution of their UIS-VSP Agreement to revoke the waiver and release of claims. Any such revocation must be made in writing and sent to: UIS-VSP@uis.edu. An Eligible Employee's employment will end on their Separation Date even if the UIS-VSP Agreement is revoked during the 7-day revocation period. However, the UIS-VSP Incentive Payment is expressly conditioned upon the UIS-VSP Agreement becoming effective on the eighth day following execution of the UIS-VSP Incentive Payment.

UIS-VSP INCENTIVE PAYMENT

Subject to the Eligible Employee's execution and non-revocation of UIS-VSP Agreement, the Eligible Employee will receive a one-time lump-sum payment (the "UIS-VSP Incentive Payment") up to 20 weeks of the Eligible Employee's base salary and not to exceed a maximum of \$100,000 for faculty and \$75,000 for staff. The approved lump sum amount will be determined by UIS senior leadership. Base salary or base wage will be computed as of January 1, 2025. Service years are specific to UIS and will not include employment with non-UIS units at the University of Illinois System.

The one-time lump-sum payment may not exceed the following percentage of base salary or base wage based on the specific college, school, or institute.

Faculty

Units	Maximum Number of	
Offits	Weeks	
Computer Science; Psychology; Management Information Systems	13	
All Other Units	20	

Staff

Division and Unit	Maximum Number of Weeks
Academic Affairs/Colleges	20
Academic Affairs/All Other	20
Advancement	20
Chancellor's Division	20
Enrollment Management/Admissions	13
Enrollment Management/All Others	20
Finance and Administration/Campus Police	13
Finance and Administration/All Other	20
Student Affairs	20

The Eligible Employee's UIS-VSP Incentive Payment will be paid in the month following the date the UIS-VSP Agreement becomes effective (e.g., in April 2025 for those individuals with a March 31, 2025, Separation Date).

The UIS-VSP Incentive Payment will not be subject to State Universities Retirement System of Illinois (SURS) withholding and will not be included in pensionable earnings for purposes of the SURS.

All required taxes and other withholding will be deducted from the Eligible Employee's incentive payment.

STATE UNIVERSITIES RETIREMENT SYSTEM IMPACT

Eligible employees should consult with SURS regarding the impact the incentive payment will have on their retirement.

INFORMATION REGARDING OTHER BENEFITS

Accrued and unused vacation and compensable sick leave payments due to an employee at the time of separation from UIS shall be paid in accordance with those established policies, plans and procedures. Any other pay and benefits (health, vision, dental, etc.) will terminate or cease upon separation in accordance with the terms of those established laws, policies, plans and procedures.

For more information, please refer to: https://www.hr.uillinois.edu/benefits

RECOVERY OF PAYMENTS MADE BY MISTAKE

An Eligible Employee must return to UIS any payments or other consideration, or portion thereof, made by a mistake of fact or law or paid contrary to the terms of the UIS-VSP.

AUTHORITY TO AMEND

UIS reserves the right to amend or terminate the UIS-VSP at any time. Notwithstanding the foregoing, no amendment to the UIS-VSP may reduce any consideration once the Eligible Employees' release is fully executed and becomes legally binding and non-revocable.

RECOMMENDATION OF ATTORNEY REVIEW

Eligible Employees are advised to contact an attorney at their own expense to discuss the UIS-VSP and to review the UIS-VSP Agreement if they so desire.

NO EMPLOYMENT RIGHTS OR CONTRACT

The UIS-VSP shall not confer employment rights upon any person. Nothing contained in the UIS-VSP will be construed as a contract of any kind between UIS or any related entity and any person. No person shall be entitled by virtue of the UIS-VSP to remain employed by UIS and nothing in the UIS-VSP shall restrict the right of UIS to terminate the employment of any eligible employee.

Eligible employees who are subsequently terminated by reason of unacceptable performance or because of a violation of University rules or policies or applicable law will not be entitled to any payment or other consideration under the UIS-VSP.

FUTURE EMPLOYMENT

Neither UIS nor other units within the University of Illinois System shall be under any obligation to consider future employment for any employee who separates employment under the UIS-VSP.

In no event may an Eligible Employee who applies for and is accepted to participate in the UIS-VSP seek re-employment with UIS in any capacity for at least 24 months. In addition, any such Eligible Employee may not seek re-employment with any non-UIS University of Illinois System unit for at least 12 months.

Any Eligible Employee who is a "retiree" for the purpose of SURS will also be subject to the SURS Return to Work Rules and the University's current guidelines on employment of retirees and may not return to work in any capacity, paid or unpaid, until retired for at least 60 days.

NO ASSIGNMENT OF UIS-VSP PAYMENTS

Under no circumstances may a UIS-VSP 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.

APPLICABLE LAW

The UIS-VSP shall be governed and construed in accordance with the laws of the State of Illinois, without reference to its conflicts of law provisions.

SEVERABILITY

If any provision of the UIS-VSP 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 other provisions of the UIS-VSP shall continue in full force and effect.

NONDISCRIMINATION STATEMENT

It is the policy of the University not to engage in discrimination or harassment against any person because of race, color, religion, sex, national origin, ancestry, age, marital status, order of protection status, genetic information, disability, pregnancy, sexual orientation including gender identity, unfavorable discharge from the military or status as a protected veteran and to comply with all federal and state nondiscrimination, equal opportunity, and affirmative action laws, orders, and regulations.

REPRESENTATIONS CONTRARY TO THE UIS-VSP

No employee, officer, director or agent of UIS has the authority to alter, vary or modify the terms of the UIS-VSP. No verbal or written representations contrary to the terms of the UIS-VSP and its written amendments shall be binding upon UIS.

PLAN ADMINISTRATOR

UIS is the "plan administrator" and retains the exclusive discretionary authority to interpret and construe the terms of the Plan, including without limitation the discretionary authority to determine eligibility for the Plan, the amounts payable hereunder and all other matters relating to the operation of the Plan. The decisions of UIS shall be final and conclusive for all purposes.

END OF THE PROGRAM

The UIS-VSP will terminate when all payments described herein have been provided.

SUMMARY OF KEY DATES

- January 21, 2025: UIS-VSP communicated to Eligible Employees.
- January 27 (Monday), 12:00 p.m. Central Time: Application window opens.
- February 28 (Friday), 11:59 p.m. Central Time: Application window closes.
- February 28 (Friday) through March 14 (Friday): UIS evaluates applications and makes decisions.
- March 14 (Friday), 5:00 p.m. Central Time: Deadline to notify Eligible Employees of UIS's decision.
- March 21 (Friday), 12:00 p.m. Central Time: Voluntary Withdrawal Deadline.
- March 15 (Saturday) through April 30 (Friday): Period to electronically sign the UIS-VSP Agreement.
- On or before August 15, 2025: Separation Date unless extended by UIS.
- Month following date agreement becomes effective: Payment of VSP Incentive for those who have an executed agreement and who has not revoked the Release within the 7-day revocation period following execution.

All questions regarding this UIS-VSP may be addressed to <u>UIS-VSP@uis.edu</u>.

APPENDIX A

SAMPLE PARTICIPATION AGREEMENT AND RELEASE AND WAIVER OF CLAIMS

<u>University of Illinois Springfield</u> <u>Voluntary Release and Waiver of Claims</u>

This Voluntary Release and Wa	iver of Claims Agreement (this "Agreement") is entered into
between	_ ("Employee") and The Board of Trustees of the University of
Illinois (the "Board") (collectively	y the "parties") pursuant to the terms of the University of Illinois
Springfield 2025 Voluntary Separ	ration Plan (the "UIS-VSP").

The parties agree as follows:

- 1. Voluntary Separation Date. Employee shall voluntarily resign and Employee's employment with the University of Illinois Springfield (the "University") shall end no later than August 15, 2025. Employee's last day of employment with the University (Employee's "Separation Date") will be determined by the University and communicated to Employee with at least 30 days' advance notice. To ensure a smooth transition of job responsibilities, the University may ask Employee to continue employment beyond August 15, 2025.
- 2. Incentive Payment and Other Consideration.
- A. Subject to Employee's execution and non-revocation of this Agreement and a "Final Voluntary Release Agreement and Waiver of Claims" following Employee's Separation Date, the University shall pay Employee a gross lump sum payment equal to \$______ (the "Incentive Payment").
- B. All amounts paid pursuant to this Agreement and the Final Voluntary Release Agreement and Waiver of Claims will be paid within forty-five (45) days of Employee's Separation Date. The Incentive Payment is subject to federal and state income taxes and, if applicable, federal Medicare taxes. Employee authorizes the Board to reduce the Incentive Payment by the amount of such withholding taxes. In addition, the Incentive Payment will not be treated as "earnings" for the purpose of making contributions to the State Universities Retirement System. Employee acknowledges and agrees that all payments are not otherwise due and owing to Employee and shall be in addition to anything of value to which Employee is already entitled.
- C. Employee expressly acknowledges and agrees that no oral or written representation of fact or opinion has been made to Employee by the Board or its affiliates regarding the tax treatment or consequences of any payment made under the Agreement, and neither the Board nor its affiliates shall be liable for any taxes, interest, penalties, or other amounts owed by Employee.
- **3. Forfeiture of Seniority and Notice Rights.** Employee acknowledges that if Employee executes and does not later revoke this Agreement, Employee relinquishes any employment rights to the maximum extent permitted by law, including seniority and/or right to notice of non-reappointment upon Employee's Separation Date.

- General Waiver & Release. Employee waives and releases, to the maximum extent 4. permitted by law, any and all claims, demands, or causes of action (collectively, "claims"), known or unknown, arising on or before the date Employee signs this Agreement, that Employee has or might have against the Board, the University, their affiliates, predecessors, successors and assigns, as well as all of their past, present and future directors, officers, trustees, employees, representatives and agents (collectively "Released Parties"), subject only to the exceptions identified in Section 5 below. These waived and released claims include but are not limited to: (i) claims that in any way relate to Employee's employment, separation from employment and other dealings of any kind with any Released Parties; (ii) claims of unlawful discrimination, harassment, retaliation or other alleged violations arising under federal, state, local or others laws and regulations, including but not limited to claims arising under the federal Age Discrimination in Employment Act (ADEA); Older Workers Benefit Protection Act (OWBPA); Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; the Americans with Disabilities Act (ADA); the Fair Labor Standards Act (FLSA); the Worker Adjustment and Retraining Notification Act (WARN); the Family and Medical Leave Act (FMLA); the Equal Pay Act; the Employee Retirement Income Security Act (regarding unvested benefits); the Fair Credit Reporting Act; the Illinois Human Rights Act; the Illinois Right to Privacy in the Workplace Act; the Illinois Worker Adjustment and Retraining Notification Act; the Illinois One Day Rest in Seven Act; the Illinois Employment Contract Act; the Illinois Labor Dispute Act; the Illinois Victims' Economic Security and Safety Act; the Illinois Whistleblower Act; the Illinois Equal Pay Act; the Illinois Biometric Information Privacy Act; (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.
- 5. Claims Not Waived and Released. The only claims not waived and not released by Employee under Section 4 are: (i) claims arising after the date Employee signs 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. In addition, nothing in this Agreement shall affect or interfere with Employee's right to file a charge with the Equal Employment Opportunity Commission or any other administrative agency, or to participate, cooperate, initiate or assist in an investigation or proceeding conducted by any government agency or within the Board or the University, oversight board, commission or other regulatory or investigative body. However, by executing this Agreement, Employee is waiving and releasing all rights to recover money or other individual relief in connection with any investigation or proceeding referenced in this Section 5.
- **6. Non-Admissions.** Nothing in this Agreement constitutes or shall be portrayed or regarded as an admission of any wrongdoing, fault, violation, liability, or unlawful activity by the Board, the University, and/or any other Released Parties, and that all such liability is expressly denied by the Board, the University, and/or Released Parties.
- 7. No Claims Exist. Employee acknowledges that as of the date Employee signs this Agreement, Employee: (a) has not experienced any work-related injury or illness that Employee has not properly disclosed to the University; (b) has been paid in full all wages due and owing Employee for any and all work performed for the University; (c) has not been denied any requested time off or leave of absence or experienced any retaliation for requesting time off or a leave of absence; (d) is not aware of any illegal or fraudulent conduct by or on behalf of the Board, the University and/or Released Parties; and (e) is not now aware of any action/inaction by the

University or by any other current or former employee of the University that could give rise to any claim against the Board, the University and/or Released Parties.

- **8. Severability.** In the event that any portion of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the invalid or unenforceable portion shall be construed or modified in a manner that gives force and effect, to the fullest extent possible, to all other portions of this Agreement. If any invalid or unenforceable portion of any provision in this Agreement cannot be construed or modified to render it valid and enforceable, that portion shall be construed as narrowly as possible and shall be severed from the remainder of this Agreement, and the remainder of this Agreement (including the remainder of the section, paragraph, subparagraph, sentence or provision containing any invalid or unenforceable words) shall remain in effect to the fullest extent possible.
- **9. Periods to Consider this Agreement and Revoke**. Employee acknowledges and agrees that the Board provided Employee with this Agreement on March 14, 2025, when Employee received notice of Employee's eligibility to participate in the UIS-VSP. Employee further acknowledges and agrees that Employee has been given a period of at least 45 calendar days within which to consider this Agreement and decide whether Employee wishes to sign it; however, Employee may sign the Agreement sooner if Employee wishes, in the exercise of Employee's sole discretion, and by doing so Employee shall waive the remainder of such 45-day period.

After Employee signs this Agreement, Employee has 7 calendar days in which Employee can change Employee's mind and revoke this Agreement. The Board and Employee agree that, to revoke this Agreement, Employee must notify in writing, by hand-delivery or electronic delivery within the 7-day period to:

University of Illinois Springfield Human Resources 2025 Voluntary Separation Plan One University Plaza, HRB 30 Springfield, IL 62703-5407 UIS-VSP@uis.edu

This Agreement shall become effective and enforceable on the eighth (8th) calendar day following the date Employee signs this Agreement, provided Employee has not earlier revoked this Agreement. The consideration for executing this Agreement and the Final Voluntary Release Agreement and Waiver of Claims shall be allocated equally.

- **10. Employee Advised to Consult with an Attorney**. By this Agreement, the Board and the University advise Employee to consult with an attorney before signing this Agreement. Employee acknowledges that Employee has carefully read this Agreement, fully understands its terms, and signs the Agreement voluntarily of Employee's own free will, without coercion or duress, and with full understanding of the significance and binding effect of the Agreement.
- **11. OWBPA Disclosure Notice.** Employee has been provided with an OWBPA Disclosure Notice, which is attached as Exhibit A, regarding the individuals who are eligible to participate in the UIS-VSP; the applicable eligibility criteria for the UIS-VSP; and a list of the job titles and ages of all individuals eligible or selected for the UIS-VSP as well as those who were not eligible or selected.

- **12. Binding Effect.** This Agreement will be binding upon Employee's heirs, agents, executors, successors and assigns, and will inure to the benefit of the Board's successors and assigns. The Board may assign this Agreement at any time, but Employee may not assign this Agreement in whole or in part.
- 13. Benefits. Following resignation, the employee shall be eligible to participate in the University's benefit plans as permitted under University policy and applicable law, including but not necessarily limited to the Consolidated Omnibus Budget Reconciliation Act ("COBRA"). In addition to the separation payment in section 2, the University will pay the employee a lump sum payment to compensate for any vacation that has accrued but not used prior to the resignation date, up to the maximum amount permitted under the applicable University policy. This payment shall be subject to federal and state income taxes, SURS contributions and, if applicable, federal Medicare taxes. The employee authorizes the University to reduce this payment by the amount of such withholding taxes. This payment will be treated as "earnings" for the purpose of making contributions to SURS.
- **14. Governing Law.** The laws of the State of Illinois shall govern the validity, performance, enforcement, interpretation and any other aspect of this Agreement, notwithstanding any state's choice of law provisions to the contrary.
- 15. 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, 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 Board. In connection with this Agreement's acceptance and execution, neither Employee nor the Board is relying on any representation or promise that is not expressly stated in this Agreement. This Agreement may be executed in several originals, which together constitute one and the same Agreement.

Employee has read this Agreement, including the waiver and release contained herein, and understands all of its terms. Employee executes it voluntarily and with full knowledge of its significance.

EMPLOYEE	THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS
	By:
Date:	Title:
	Date:
	ATTEST
	By:
	Title:
	Date:
	ATTEST
	By:
	Title:
	Date:

Exhibit A

OWBPA DISCLOSURE NOTICE

The Board of Trustees of the University of Illinois (the "Board") is offering a severance payment to employees who are eligible to participate in the University of Illinois Springfield 2025 Voluntary Separation Plan (the "UIS-VSP"), in exchange for a general waiver and release of all rights and claims, in accordance with the terms and conditions of the Voluntary Release Agreement and Waiver of Claims (the "Agreement") provided to the eligible employees. As required by the Older Workers Benefit Protection Act of 1990 ("OWBPA"), this notice contains information about the individuals who are eligible to participate in the UIS-VSP, the applicable eligibility criteria for the UIS-VSP, and a list of the job titles and ages of all individuals eligible or selected for the UIS-VSP as well as those who were not eligible or selected.

- 1. The decisional unit includes all employees eligible to participate in the UIS-VSP. Employees are eligible to participate in the UIS-VSP if they are in active status and meet all of the following requirements:
 - a. Are employed as a faculty or staff member in a permanent position equal to or greater than 50% FTE regardless of age or service with the University of Illinois Springfield (the "University"); and
 - b. Have not provided a written notice of resignation to the University prior to , 2025; and
 - c. Are not a member of the following excluded classes of employees: (1) individuals with a current Notice of Non-Reappointment, except those Notices of Non-Reappointment solely related to reclassification from Academic Professional to Civil Service; and (2) any other exclusion.
- 2. Eligible applicants within the decisional unit were considered and selected based on the following criteria: managing budgetary goals as a result of changes in the academic and economic environment, avoiding redundancies in responsibilities and processes, and current and anticipated business needs of the University.
- 3. Employees are not eligible to receive any payments under the UIS-VSP unless their applications to participate in the UIS-VSP are accepted by the Board. In addition, to receive all payments outlined in the UIS-VSP, employees must sign and not revoke the Agreement and a Final Voluntary Release Agreement and Waiver of Claims both of which contain a general release of all claims (the "Releases"). Employees will have at least 45 days after receiving the Releases to consider them, and they will have 7 days to revoke the Releases after signing them. The Releases are not effective until expiration of the 7-day revocation period without revocation. Employees whose UIS-VSP applications are accepted must additionally comply with all terms of the Releases.

4. The following table provides a listing of the titles and ages¹ of employees in the decisional unit who were and were not eligible or selected to participate in the UIS-VSP and offered consideration in exchange for signing the Agreement:

<u>Job Title</u>	Age	Eligible? (Yes/No)	Applied? (Yes/No)	Accepted? (Yes/No)
		Yes		

¹ The ages identified in the table are as of March 14, 2025., which is the date that the Board provided the Agreement and this notice to eligible employees.