

University of Illinois at Urbana-Champaign
Staff Voluntary Retirement Agreement and Release and Waiver of Claims

This Staff Voluntary Retirement Agreement and Release and Waiver of Claims (“**Agreement**”) is entered into between [NAME] (“**Employee**”) and The Board of Trustees of the University of Illinois (the “**University**”) (collectively the “**parties**”), pursuant to the terms of the University of Illinois at Urbana-Champaign 2021 Staff Voluntary Retirement Plan (the “**SVRP**”). This Agreement shall become effective on the Effective Date as defined in Section 8 below.

1. Voluntary Separation Date. The parties agree that Employee has voluntarily elected to participate in the SVRP and Employee’s anticipated last day of employment with the University will be [DATE] (“**Separation Date**”).

2. SVRP Payment and Other Consideration. Subject to Employee’s execution and non-revocation of this Agreement and a “Final Staff Voluntary Retirement Agreement and Release and Waiver of Claims” following Employee’s Separation Date, Employee shall receive a lump sum payment equal to \$_____.

If Employee signs and does not revoke this Agreement, but does not sign or revokes the Final Staff Voluntary Retirement Agreement and Release and Waiver of Claims following Employee’s Separation Date, Employee shall receive a lump sum payment equal to \$250.00 only in exchange for Employee’s promises in this Agreement.

All amounts paid pursuant to this Agreement and Employee’s Final Staff Voluntary Retirement Agreement and Release and Waiver of Claims shall be paid following Employee’s Separation Date and shall be subject to all applicable federal and state income and employment taxes. Employee authorizes the University to reduce the lump sum gross payment by the amount of such withholding taxes. In addition, such amounts 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.

3. Forfeiture of Seniority and Notice Rights. Employee acknowledges that if he/she executes and does not later revoke this Agreement, he/she relinquishes any employment rights, including seniority and/or right to notice of non-reappointment upon his/her Separation Date.

4. General Waiver & Release. Employee waives and releases any and all claims, known or unknown, arising on or before the Effective Date of this Agreement (defined in Section 8 below), that Employee has or might have against the University and its Board of Trustees, officers, employees, representatives and agents, as well as all of its and their past and present board members, officers, employees, representatives and agents (collectively “**Released Parties**” and individually a “**Released Party**”), 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 Party or 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 1866; 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 Illinois Human Rights Act, the Illinois Minimum Wage Law, the Illinois Equal Wage Act, the Illinois Equal Pay Act of 2003, the Illinois Wage Payment and Collection Act, the Illinois Family Military Leave Act, the Illinois Personnel Record Review Act, the Illinois Sales Representative Act, and the Illinois Worker Adjustment and Retraining Notification 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.

Nothing in this Agreement shall limit or restrict Employee's right under the ADEA and OWBPA to challenge the validity of Employee's ADEA or OWBPA release in a court of law. However, Employee nevertheless understands that the waiver and release contained in this Section 4 still applies to Employee's ADEA and OWBPA claims and that Employee has waived all ADEA and OWBPA claims as part of this Agreement. Employee further understands that in any suit brought under the ADEA or OWBPA, Employee would not be entitled to any damages or other relief unless the waiver in this Section 4 is deemed to be invalid.

5. Claims Not Waived and Released. The only claims not waived and not released by Employee under Section 4 above are: (i) claims arising after the Effective Date of 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 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 any Released Party.

7. 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.

8. Periods to Consider this Agreement and Revoke. Employee acknowledges and agrees that the University provided him/her with a copy of this Agreement on December 3, 2020, when he/she received notice of his/her eligibility to participate in the SVRP. Employee further acknowledges and agrees that he/she has been given a period of at least 45 calendar days in which to consider that copy of this Agreement and decide whether he/she wishes to sign it. Employee agrees

that any changes, material or immaterial, made to this Agreement between December 3, 2020, and the date on which Employees receives a copy of this Agreement to sign do not restart the running of the 45-day period. After Employee signs this Agreement, Employee has 7 calendar days in which Employee can change his/her mind and revoke this Agreement. The parties agree that, to revoke this Agreement, Employee must notify in writing, by hand-delivery or mailed via US Postal Service within the 7-day period to:

Staff Voluntary Retirement Plan

**Attn: Elyne Cole, Sr. Assoc. Chancellor for Human Resources
52 E. Gregory Dr. M/C 562
Champaign, IL 61820**

This Agreement shall become effective the day after the 7-day revocation period expires, provided Employee has not revoked this Agreement (the “**Effective Date**”).

For avoidance of doubt, if Employee revokes this Agreement before the Effective Date, then no amounts shall be paid to Employee pursuant to the SVRP.

9. Employee Advised to Consult with an Attorney. By this Agreement, the University advises Employee to consult with an attorney before signing this Agreement.

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

11. 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.

12. 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, waivers 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 University. In connection with this Agreement’s acceptance and execution, neither Employee nor the University 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.

[Signature page to follow]

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.

[Signature lines omitted from sample]

SAMPLE

Notice of Group Termination

In an effort to help the University of Illinois at Urbana-Champaign (“UIUC”) manage budgetary goals as a result of changes in the academic and economic environment, while providing eligible employees with the choice of a retirement incentive opportunity, UIUC has decided to offer certain employees the opportunity to participate in a short-term voluntary retirement program. 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 University of Illinois at Urbana-Champaign 2021 Staff Voluntary Retirement Plan (the “SVRP”), including the eligibility criteria an applicant must meet before applying to participate in the SVRP, the time limits applicable to receive SVRP payments, and the job titles and ages of the employees eligible to apply, employees who applied, and employees who were selected to participate in the SVRP.

1. The decisional unit includes all employees eligible to participate in the SVRP. Employees are eligible to participate in the SVRP if they are in active status and meet the following requirements:
 - A. Employed as an academic professional or civil service employee (except faculty, academic professional and civil service employees in positions paid from grant funding of greater than 50%, employees in the Regional College of Medicine, employees of the Illinois Fire Services Institute, employees of the Division of Intercollegiate Athletics, employees currently in inactive status, and employees currently on Notice of Non-Reappointment (not related to Professional Employment Redesign Reclassification / Reallocation);
 - B. Have not provided official notice of resignation with UIUC prior to the effective date of the SVRP; and
 - C. As of May 31, 2021, will have either:
 - i. attained age 62 with 5 or more years of service with the University;
 - ii. attained age 55 with 8 or more years of service with the University;
 - iii. 30 or more years of service with the University; or
 - iv. for those employees who are Tier II SURS Participants (first participated in SURS on or after January 1, 2011) and are participants in either the Portable or Traditional Plan through SURS, attained age 62 with 10 years of service with the University.
2. Employees are not eligible to receive any payments under the SVRP unless their applications to participate in the SVRP are accepted. In addition, to receive all payments outlined in the SVRP, employees must sign and not revoke a Staff Voluntary Retirement Agreement and Release and Waiver of Claims and a Final Staff Voluntary Retirement Agreement and Release 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 SVRP applications are accepted must additionally comply with all terms of the Releases.

3. The following is a listing of the ages¹ and job titles of UIUC employees who are eligible to apply to participate in the SVRP. Employees with questions about this information should contact ihr-svrp@illinois.edu or Cathy Menacher at 217.333.4022.

SAMPLE

¹ This chart was prepared on December 2, 2020 and includes the ages of employees as of May 31, 2021.