

## VOLUNTARY SEPARATION AND RELEASE AGREEMENT

This Voluntary Separation and Release Agreement ("Agreement") is entered into on the date set forth below by and between **[Employee Name]**, on behalf of yourself, your spouse, agents, representatives, attorneys, assigns, heirs, executors, and administrators (collectively referred to as "You"), and **Illinois Eastern Community Colleges (IECC)**, including its affiliates, predecessors, successors, representatives, officers, agents, employees, and Board of Trustees, collectively referred to as "IECC."

In consideration of the benefits and mutual promises contained herein, the sufficiency of which is acknowledged, the parties agree as follows:

### 1. Voluntary Separation

You voluntarily resign your employment with IECC, and IECC accepts your resignation, which will be effective on **[Separation Date]** (the "Separation Date").

### 2. Consideration

If you sign this Agreement no earlier than your Separation Date and do not revoke it as provided below, you will receive the gross lump sum amount of **\$xxxxxxxxxxxx**, subject to any taxes and/or withholdings required by law. This lump sum payment will be issued in a check or direct deposit by the faculty's designated payroll distribution made payable to you within approximately twenty-one (21) days after your Separation Date. You acknowledge that these benefits exceed what you would otherwise be entitled to under IECC policies or applicable laws and constitute valid consideration for this Agreement.

### 3. General Release

By signing this Agreement, you fully release and forever discharge IECC from any and all claims or liabilities arising out of or related to your employment with and separation from IECC, as well as any other occurrence up to and including the date of this Agreement, including but not limited to claims under:

- Illinois Human Rights Act, 775 ILCS 5/1 et seq.;
- Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq.;
- Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq.;

- Americans with Disabilities Act, 42 U.S.C. § 12101 et seq.;
- Family and Medical Leave Act, 29 U.S.C. § 2601 et seq.;
- Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq.;
- Contractual claims under the IECC-Faculty Association collective bargaining agreement; and
- All other state and federal statutes, regulations, constitutional provisions, and common law.

This release is intended to be general and applies to all known or unknown claims, grievances, demands (including for attorney's fees), and causes of action against IECC and its agents (both jointly and separately) that occurred prior to the date you sign this Agreement.

#### **4. Rights and Claims Excluded from the General Release**

Excluded from this release are claims that cannot legally be waived, including but not limited to:

- Your right to file a charge with an administrative agency or participate in any agency investigation. However, you waive any right to recover monetary damages or other relief in connection with any such charge or investigation.
- Worker's Compensation claims.
- Any claims based on the failure of IECC to comply with any of the terms of the Voluntary Separation Incentive Plan including failure to comply with the terms of this Voluntary Separation and Release Agreement or failure to comply with the terms of the Memorandum of Agreement with the IECCEA.

#### **5. Indemnification**

As required by law, IECC agrees to indemnify you against any and all civil claims brought against you arising out of any actions or omissions occurring within the official scope of your employment with IECC.

#### **6. COBRA**

Nothing in this agreement waives your right to elect to receive COBRA health insurance through IECC for the eighteen (18) months following separation.

#### **7. SURS**

IECC shall report to SURS, your final creditable earnings and the nature of your separation of employment from IECC. IECC shall also report to SURS all unused and unpaid sick leave days. IECC shall provide a copy of this information to you with your last payroll paycheck.

## **8. Positive Letter of Reference**

A positive letter of reference from IECC ("letter") will be drafted and provided by IECCEA as one of documents of the plan and (upon review by IECC) included in your official personnel file.

## **9. Non-Admission of Liability**

This Agreement does not constitute an admission of liability by IECC. It reflects the parties' mutual agreement to resolve any and all matters arising out of your employment and separation.

## **10. Acknowledgments by Employee**

By signing this Agreement, you acknowledge that:

- You have been paid all wages owed for hours worked through the last payroll period.
- You have not suffered any unreported workplace injury.
- You understand and voluntarily agree to all terms of this Agreement.
- IECC is advising you to consult with an attorney before signing this Agreement.
- You may take up to forty-five (45) days to consider this Agreement before signing it.
- You have received, along with this Agreement: (i) the ages and job titles of all employees eligible for the IECC 2025 Faculty Voluntary Separation and Incentive Plan ("Plan"), (ii) the ages and job titles of employees not eligible for the Plan, and
- (iii) the eligibility factors and time limits applicable to this Plan.
- You are not otherwise entitled to the payment and benefits described in paragraph 2 of this Agreement.
- This Agreement cannot be signed by you any earlier than your Separation Date, and that **if** you do sign this Agreement earlier than your Separation Date, the Agreement will be null and void.

**11. Revocation Rights**

After signing this Agreement, you will have **seven (7) days** to revoke it if you change your mind. To revoke, you must submit written notice to **Mrs. Andrea McDowell** at **mcdowella4@1ecc.edu**. If you revoke the Agreement, you will not receive the benefits described in Section 2.

This Agreement will not become effective or enforceable until the seven-day revocation period expires without revocation.

**12. No Reemployment**

You agree not to seek or accept reemployment with IECC for a period of at least 2 academic years.

**13. Return of Property**

On or before your Separation Date, you must return all IECC property, including but not limited to identification cards, keys, laptops, assignments/gradebooks, records, and other materials. You agree not to retain any copies or excerpts of IECC materials.

**14. Entire Agreement**

This Agreement constitutes the entire agreement between you and IECC. No prior agreements or representations, written or oral, are binding unless incorporated into this Agreement.

**15. Severability**

If any provision of this Agreement is found unenforceable, the remaining provisions shall remain in full force and effect.

**16. Governing Law**

This Agreement is governed by the laws of the State of Illinois.

**AGREED:**

Employee Name \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Illinois Eastern Community Colleges

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_