

**Memorandum of Agreement  
Regarding  
Non-renewal Notices in 2025 Fall**

The EIU Administration (University) agrees to the following Memorandum of Agreement (MOA) with University Professionals of Illinois Local 4100 (Union) in response to the non-renewal notices issued to UPI members on Tuesday, October 14, 2025. In this MOA, "affected annually contracted faculty members" and "affected academic support professionals" shall refer to the members issued non-renewals on October 14, 2025. Any members on the list who have the non-renewals rescinded shall be excluded from the terms of this MOA. This exclusion shall not preclude or exclude these members from any terms and conditions that they are entitled to under the effective Collective Bargaining Agreement.

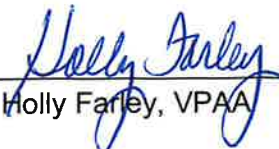
The parties agree that this MOA shall not be cited as precedent. However, this MOA may be used in an action to enforce its terms. Any disputes arising from this MOA shall be adjudicated in accordance with the grievance and arbitration procedure in the current Collective Bargaining Agreement for Unit B (CBA Unit B).

All terms and conditions of this MOA shall be executed upon signatures from both sides.


- I. (a) The University will maintain a list of non-renewed employees for three years after the non-renewal. If an employee's position at the time they were given notice of non-renewal is reinstated during such period, or if a position with substantially identical job duties becomes available, the employee shall be sent notice of that fact at the employee's last known address and personal email contact and offered re-employment. It shall be the employee's responsibility to keep the University advised of the employee's current address and email contact information. An offer made pursuant to this section must be accepted within 30 calendar days, such acceptance to take effect not later than the beginning of the academic term specified in the offer. If the offer is not accepted, the employee's name may be deleted from the list and, if so deleted, the Board and the University shall have no further obligation to the employee.
- (b) During the three-year period specified in part I.a., a non-renewed employee has the right to apply for employment at the University for which they may be qualified. If the employee applies for consideration for any such employment opportunity, they shall be granted an interview. If the employee is not offered re-employment, their name shall remain on the non-renewal list for the remainder of the period specified in part I.a.
- (c) An employee who has been non-renewed and who accepts re-employment in a bargaining unit position at the University shall, upon re-employment, be credited with any sick leave which the employee had accrued as of the effective end of the contract, and with any annual leave which the employee had accrued as of the effective date of the end

of contract and for which the employee has not received payment. The salary of a non-renewed employee who resumes employment in a bargaining unit position at the University shall not be lower than the salary at the time of the termination of the contract, including adjustment to reflect non-discretionary increases to which the employee would have been entitled if renewed.

- II. An employee who is non-renewed may continue to contribute toward and receive the benefits of any State or Board insurance program and may continue to contribute toward and receive retirement credit in the State Universities Retirement System if the laws, rules, regulations, policies, and procedures governing the administration of such insurance programs or the State Universities Retirement System so permit.
- III. Beginning with Fall semester of 2026 and ending with the conclusion of Spring semester of 2029, the VPAA shall provide UPI with a complete list of all adjuncts and graduate teaching assistants hired during each semester for each of the departments with affected ACFs. The list shall be sent to UPI before midterm of each semester. The VPAA shall also provide an accurate list of courses taught by the adjuncts.
- IV. EIU agrees to provide vacation and sick leave payouts to affected members where required by law, regulation, or existing university policy.
- V. Affected ACF and ASP members who will no longer be employed due to non-renewal may use up to 10 earned sick leave days as personal days prior to the separation date provided the member gives their supervisor a 5-days notice. Sick leave used for personal days shall be subtracted from earned sick leave. Personal days already used in FY26 count towards the total of 10 personal days. This provision ceases to apply on the date of an employee receiving notice of the non-renewal notice being rescinded.
- VI. Any cancellation or postponement of non-renewal that has been enacted prior to the execution of this MOA shall not be affected or rescinded as a result of this MOA's execution.

  
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Dr. Holly Farley, VPAA

3/31/2026  
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Date

  
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Dr. Kai Hung, UPI Chapter President

Mar 31, 2026  
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Date