GETTYSBURG COLLEGE
RETIREMENT PROGRAM SEPARATION AGREEMENT

THIS AGREEMENT is made this ________ day of ______________, ________, by and between Gettysburg College (the “Employer”) and _____________________________ (the “Employee”).

W I T N E S S E T H:

WHEREAS, the Employee is eligible to participate in the Gettysburg College Retirement Program (the “Program”);

WHEREAS, the Employee wishes to retire pursuant to the terms and conditions of the Program; and

WHEREAS, the terms of the Program have been fully explained in writing to the Employee, and the Employee has knowingly and voluntarily elected to retire under the Program.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and intending to be legally bound hereby, the Employer and the Employee agree as follows:

1. The Employer shall provide the Employee the benefits in accordance with the terms of the Program.

2. The Employee shall retire on the retirement date as he or she elected in the Program Election Form filed with the Administrator of the Program; provided, however, that the Administrator shall have the authority pursuant to the terms of the Program to defer the retirement date to accommodate the operational or other needs of the Employer.

3. The Employee agrees and acknowledges that the benefits provided pursuant to Paragraph 1 above shall be in full and complete satisfaction of the Employer’s obligations under this Agreement.

4. The Employee shall not, after his or her retirement date, apply for full-time employment with the Employer.

5. The Employee agrees and acknowledges that his or her decision to participate in the Program is voluntary. Neither the Employer nor any of its employees, officers, and other agents has directly or indirectly advised the Employee of any risk of losing his or her employment with the Employer if he or she elects not to participate in the Program.
6. The Employee agrees for himself or herself to forever release and discharge the Employer and its successors, and the employees of the Employer, past and present, collectively or individually (“Releasee”), from any and all claims, demands, or causes of action arising on or before the date of the Agreement out of or in connection with his or her participation in the Program and execution of this Agreement. This release includes any claims which may arise under the Age Discrimination in Employment Act of 1967 (29 U.S.C. 621, et seq.) or any other federal, state, or municipal statute or ordinance relating to age discrimination. To the extent Employee files an age discrimination suit or other suit relating to the Program and the Employee’s participation therein, Employee shall promptly return to the Employer all consideration received under this Agreement and pay to Releasee all actual attorneys’ fees and costs incurred in each and every action, suit, or other proceeding, including any and all appeals and petitions therefrom in the event the same is ultimately concluded in Releasee’s favor.

7. In entering this Agreement, the Employee represents to the Employer and agrees that:

   (a) He or she has had at least forty-five (45) days to review all of the provisions of the Agreement, the Program, and the Election Form with his or her attorney, and fully understands it and the choices with respect to the advisability of entering into this Agreement;

   (b) He or she acknowledges that this Agreement is entered into by his or her free will and choice without compulsion, duress or undue influence from anyone;

   (c) He or she has been advised to seek legal counsel to advise him or her regarding his or her rights and the advisability of entering into this Agreement; and

   (d) He or she has been advised of and is aware of his or her right to revoke this Agreement during the seven (7) day period following execution of this Agreement and that this Agreement will not become effective or enforceable until the revocation period has passed.

8. This Agreement shall be construed in accordance with and be governed by the laws of the Commonwealth of Pennsylvania.

9. This Agreement, the Election Form, and the Program contain the entire understanding of the Employer and the Employee with respect to the Employee’s termination of employment under the Program.
10. This Agreement may not be modified except in writing signed by both parties.

IN WITNESS WHEREOF, the Employer and the Employee have attached their hands and seals to this Agreement the day year first above written.

Date provided to Employee: ________________________________

Date executed by Employee: ________________________________

Date seven-day revocation period ends: ________________________________

WITNESS

______________________________  ________________________________

EMPLOYEE

ATTEST

______________________________  By ________________________________