

GETTYSBURG COLLEGE FACULTY RETIREMENT INCENTIVE PROGRAM

I. ELIGIBILITY

The Faculty Retirement Incentive Program, hereafter referred to as the "Program", is available to full-time tenured faculty members who will have completed 10 years of service (employment) and attained age 55 by November 1, 2019.

II. ENROLLMENT

Eligible faculty members interested in electing participation in the Program must submit a Program Election Form to Human Resources. Enrollment in the Program requires the election of a retirement date, which must be the last day of an academic semester (*i.e.*, in December or May) and which is no later than May 31, 2022. The Program Election Form must be submitted between June 1, 2019 and November 1, 2019.

III. PARTICIPATION

Eligible faculty members who elect entry into the Program must enter into a Resignation and General Release Agreement with the College. This Agreement must be signed by both parties. The College specifically reserves the right to deny participation in the Program to any individual whose expertise, experience and/or skill sets result in that individual's continued employment to be in the best interests of the College. If an individual is approved to take a sabbatical, the individual may still do so and participate in the Program so long as the effective date of the individual's retirement is no later than May 31, 2022.

IV. INCENTIVE PAYMENT

A participant in the Program will receive six (6) months of continued compensation which will be paid in accordance with the College's regular payroll practices unless a participant elects to receive the compensation as a lump sum cash payment. The payments will commence with the beginning of the first academic semester following the effective date of the participant's retirement. Accordingly, payments for individuals who choose to retire effective May 31 will commence in September and payments for those who choose to retire effective December 31 will commence in January. The lump sum cash payment will be made with the last pay in May or December.

Additionally, participants will receive \$72,000 which may be taken as lump sum compensation, as a lump sum contribution to the Emeriti Grantor Trust, as a contribution to TIAA, or as a combination of all three. The maximum contribution to TIAA will be \$31,000 if the participant is not considered "highly compensated" (as determined by the IRS guidelines). If the participant is "highly compensated", no contribution to TIAA is permitted.

V. TUITION PROGRAMS

Tuition benefits will continue to be available for dependent children of Program participants. Tuition benefits will be provided in accordance with the Tuition Benefits Policy as stated in the Faculty Handbook. This includes the Gettysburg College Tuition Remission Plan, the Grant Plan and the Tuition Exchange Program.

VI. PAYMENTS IN THE EVENT OF DEATH

If a participant dies subsequent to signing the Resignation and General Release Agreement but prior to receiving some or all of the benefits under the Program, the participant's designated beneficiary shall receive payments in accordance with this Section. To the extent there is any amount remaining of the six months of continued compensation, such remaining amount shall be paid to the participant's beneficiary in a lump sum. To the extent the participant had elected that all or some portion of the incentive payment described in Section IV be paid as lump sum compensation, that amount shall be paid to the participant's beneficiary. If the participant elected to have some portion of the incentive payment contributed to the Emeriti Grantor Trust (and that amount has not yet been contributed to the trust), that amount shall be paid to the participant's beneficiary if that beneficiary is **not** the participant's spouse. If the designated beneficiary is the Participant's spouse, the amount shall be contributed to the Emeriti Grantor Trust. If the participant elected to have some portion of the incentive payment contributed to TIAA, that amount shall be contributed to TIAA. Any such payments to an individual's designated beneficiary shall be made as soon as practicable following the participant's death but in no event later than sixty (60) days following the participant's death.

VII. ELECTION OF RETIREMENT IRREVOCABLE

Upon signing the Resignation and General Release Agreement, the participant will have seven (7) days to revoke it. After this time, the election to participate in the Program is irrevocable and no changes will be made to the Agreement that the participant signs with the College.

VIII. MODIFICATION OF THE RETIREMENT PROGRAM

The College reserves the right to discontinue or modify the Program at any time. Any modification or discontinuation of the Program shall not affect any faculty member who has signed a Resignation and General Release Agreement prior to the effective date of such modification or discontinuation, except to the extent necessary in order to remain in compliance with federal or state law. Every effort will be made to provide notice to eligible faculty members prior to the discontinuation of the Program.

IX. WAIVER REQUIRED OF PARTICIPANTS

As a condition of receiving the benefits under the Program, the faculty member will be required to sign a waiver and release of claims against the College. The faculty member is encouraged to consult an attorney prior to signing the Resignation and General Release Agreement.