

**GETTYSBURG COLLEGE
FACULTY RETIREMENT INCENTIVE PROGRAM
RESIGNATION AND GENERAL RELEASE AGREEMENT**

THIS AGREEMENT is made this day of _____, 2019 by and between Gettysburg College (the "Employer") and _____ the "Employee").

WITNESSETH:

WHEREAS, the Employee is eligible to participate in the Gettysburg College Faculty Retirement Incentive Program (the "Program"); and

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 by executing an election form (the "Election Form").

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 effective on the retirement date elected on the Election Form.
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 any position of 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. Accordingly, the Employee acknowledges that he or she is not eligible for unemployment compensation benefits, and therefore, will not apply for such benefits.
6. The Employer does not admit any wrongdoing or liability of any sort and has made no representation as to any wrongdoing or liability of any sort, and this Agreement is executed simply to bring an amicable conclusion to the employment relationship. Nothing

contained herein shall be construed as an admission by the Employer of any liability of any kind to the Employee, and any liabilities are expressly denied.

7. In consideration of the benefits extended to Employee under the terms of this Agreement, benefits to which Employee acknowledges that he or she would not otherwise be entitled, Employee agrees for himself/herself, his or her heirs, executors, administrators, personal representatives, attorneys, successors and assigns to knowingly, voluntarily, and unconditionally forever release and discharge the Employer and its successors, and its parents, officers, agents, contractors, consultants, directors, officers, insurers, attorneys, trustees and employees, past and present, collectively or individually ("Releasee"), from any and all claims, demands, causes of actions, losses and expenses of every nature whatsoever, known or unknown, arising up to and including the date on which Employee executes this Agreement, including but not limited to any claims arising out of or in connection with Employee's employment or separation from employment with the Employer.

These claims include, but are not limited to, breach of express or implied contract, intentional or negligent infliction of emotional harm, libel, slander, claims under the Age Discrimination in Employment Act (ADEA), Title VII of the Civil Rights Act, the Americans with Disabilities Act, the Family and Medical Leave Act, the Pennsylvania Human Relations Act, the Pennsylvania Wage Payment Collection Law (as well as any claims related to unpaid wages, bonuses or benefits), any tort claim, any federal, state or municipal statute or ordinance relating to unlawful discrimination, including any wrongful discharge claim which may be cognizable under the laws of any state.

Employee warrants and represents that he or she has not, prior to signing this Agreement, filed any form of claim, charge, or complaint against the Employer or any entity released above. Employee further understands that the general release set forth above will completely bar any recovery or relief obtained on his or her behalf, whether monetary or otherwise, by any person or entity with respect to any of the claims that he has released. To the extent the Employee files an age discrimination suit or other suit relating to the Program and the Employee's participation therein, the Employee shall promptly return to the Employer all consideration received under this Agreement and paid to the 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.

8. Employee represents and acknowledges to the Employer as follows:
- a. **that Employee has been advised to consult with an attorney of his or her choosing concerning the legal significance of this Agreement;**
 - b. **that this Agreement is written in a manner that the Employee understands;**
 - c. **that the consideration Employee is receiving consists of benefits to which Employee is not otherwise entitled;**

- d. that Employee has been offered forty-five (45) days to review and consider all of the terms and provisions of this Agreement, and Employee has had ample opportunity to review all of the provisions of this Agreement;**
- e. that, in conjunction with this Agreement, Employee has been provided the Program and the Election Form, which include information relating to (1) the class, unit or group of employees who are eligible for the Program; (2) any eligibility factors for the Program; (3) the job titles and ages of all individuals in the decisional unit who are eligible for the Program; and (4) the job titles and ages of all individuals in the decisional unit who are not eligible for the Program;**
- f. that Employee is competent to understand the content and effect of this Agreement and has entered into this Agreement knowingly, by his or her free will and choice without any compulsion, duress, or undue influence from anyone;**
- g. that Employee has been advised that during the seven (7) day period following his execution of this Agreement, he may revoke his acceptance of this Agreement by delivering written notice of revocation to:**

**Regina Campo
Co-Director of Human Resources and Risk Management
Penn Hall, 1st Floor**
- h. that Employee has been advised that this Agreement shall not become effective or enforceable until after the revocation period set forth in subparagraph (g) has expired.**

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

10. 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.

11. In the event that any provision of this Agreement shall be held to be void, voidable or unenforceable, the remaining portions hereof shall remain in full force and effect.

12. This Agreement may not be modified except in writing signed by both parties.

IN WITNESS WHEREOF, the Employer and the Employee have executed this Agreement the day and year first above written.

Date provided to Employee: _____

Date executed by Employee: _____

Date seven-day revocation period ends: _____

WITNESS

EMPLOYEE

ATTEST

EMPLOYER

By: _____