

**THE UNIVERSITY OF CHICAGO  
FACULTY RETIREMENT INCENTIVE PLAN**

**Early Retirement Election and Agreement**

I, \_\_\_\_\_, enter into this Early Retirement Election and Agreement (the “Agreement”) with the University of Chicago (the “University”). For mutual consideration, the University and I agree as follows:

1. I shall fully retire from my faculty position effective \_\_\_\_\_. Except as set forth in Paragraph 7 below, I understand that my agreement to retire on such date shall be irrevocable.

2. The University shall pay to me the benefits provided under the Faculty Retirement Incentive Plan (the “Plan”) in accordance with its terms. With respect to the Retirement Subsidy Benefit (as defined in the Plan document) I hereby elect to receive payment as follows (check one only):

Single Lump Sum;  Two Installments; or  Three Installments.

3. I represent that: (i) I have had sufficient time to consider the options regarding my employment at the University; (ii) I have been provided accurate and complete information regarding the benefits that are available under the terms of the Plan, including the class of individuals covered by the Plan and the eligibility factors and time limits for participation; (iii) I have not been subjected to any duress by the University in connection with my election to retire; (iv) I have been advised in writing by the University to consult with an attorney of my own choosing prior to executing this Agreement and have had an opportunity to do so; (v) I have by my own decision knowingly and voluntarily entered into this Agreement after having a period of no less than 45 days to review the Agreement and the Plan; (vi) the University has encouraged me to take full advantage of this 45-day period and, should I sign this Agreement before those 45 days have passed, my signature indicates conclusively that I have voluntarily chosen to waive the full 45-day period; (vii) I agree to be bound by the terms of the Plan; and (viii) I acknowledge that the terms of this Agreement have been written in a manner that I understand.

4. In consideration of the benefits to be made to me under the Plan, I hereby waive and release the University and its officers, trustees, employees and agents from any and all claims or causes of action to date, known or unknown, suspected or unsuspected, to the fullest extent allowed by law, that I may have or that could be asserted by another on my behalf based on or arising from my employment at the University including, but not limited to, claims relating to my retirement or decision to retire, and in particular, claims arising from any alleged violation under the Age Discrimination in Employment Act of 1967, as amended; Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Act of 1866, as amended by the Civil Rights Act of 1991 (42 U.S.C. § 1981); the Rehabilitation Act of 1973, as amended; the Employee Retirement Income Security Act of 1974, as amended; the Illinois Wage Payment and Collection Act; the Illinois Human Rights Act, the Cook County Human Rights

Ordinance, the Chicago Human Rights Ordinance, and other similar state or local laws; the Americans with Disabilities Act; the Worker Adjustment and Retraining Notification Act; the Equal Pay Act; Executive Order 11246; Executive Order 11141. Excluded from this waiver and release are: (i) any claim or right that cannot be waived by law, such as claims under the Illinois Workers' Compensation Act, claims for unemployment, and all claims arising after the date of this Agreement; (ii) the right to file a charge with or participate in an investigation or proceeding conducted by the EEOC or another governmental agency, although I am waiving my right to any equitable relief or monetary recovery any governmental agency obtains on my behalf, as well as any money or other individual relief based on any agency or judicial decision, including class or collective action rulings; (iii) the right to receive an award for information provided to any governmental agencies under any whistleblower program; (iv) the right to enforce this Agreement; and (v) any right I may have to vested accrued benefits under any University-sponsored retirement plan in which I participate.

5. I acknowledge that, if any provision of this Agreement is found by a court to be invalid or unenforceable, then the provision will be construed and/or modified or restricted to the extent and in the manner necessary to render it valid and enforceable, or it will be deemed omitted from this Agreement, as the case may require, and this Agreement will be enforced to the maximum extent permitted by law, as if the provision had been originally included in the Agreement as modified or restricted, or as if the provision had not been originally incorporated in the Agreement, as the case may be.

6. The University and I acknowledge that there are no oral or written promises or agreements between us regarding my participation in the Plan other than those set forth herein.

7. The University and I acknowledge that, in accordance with law, I may revoke this Agreement, including my election to participate in the Plan, by written notice to the Associate Provost Ingrid Gould delivered no later than seven days after the date of this Agreement is received by the Provost's Office as indicated below and that this Agreement, including my election to participate in the Plan, shall not become effective, enforceable, or irrevocable until the seven-day revocation period has expired. I acknowledge that if I revoke this Agreement, I will not receive the Plan benefits listed in the Agreement.

\_\_\_\_\_  
**Faculty Member**

\_\_\_\_\_  
**Witnessed By**

\_\_\_\_\_  
**Date**

[To be completed by the Provost's Office]

Received by the Provost's Office on \_\_\_\_\_ Date