

**RESIGNATION AGREEMENT AND GENERAL RELEASE**

THIS AGREEMENT (“Agreement”) is entered into this \_\_\_\_\_ day of April 2021, by and between Warwick School District (“Warwick”) and Mr. Sydnor W. Harrison (“Mr. Harrison”):

Background: Mr. Harrison will end his employment as an administrator with Warwick. Both parties desire to enter this Agreement to conclude Mr. Harrison’s employment and resolve any outstanding issues surrounding Mr. Harrison’s employment with Warwick.

NOW, THEREFORE, in consideration of the covenants contained herein, and intending to be legally bound, Warwick and Mr. Harrison agree as follows:

1. Purpose: It is expressly understood that this Agreement is entered into for the purpose of concluding Mr. Harrison’s employment with Warwick. To that end, Mr. Harrison acknowledges that this Agreement resolves any and all claims by Mr. Harrison against Warwick (including its officers, directors, agents and employees, past and present) with respect to any of the terms and conditions of his employment with Warwick, or his separation from employment.

2. Resignation from Employment: Mr. Harrison agrees to voluntarily and irrevocably resign from his employment with Warwick effective June 30, 2021 subject to the terms and conditions outlined in this Agreement. The parties further agree Mr. Harrison’s signature on this Agreement constitutes his irrevocable letter of resignation from his employment with Warwick.

3. Leave Status for Duration of Employment: Warwick and Mr. Harrison agree that Mr. Harrison shall not report to work after **April 23, 2021** and will be on full paid leave status as follows: (a) Mr. Harrison shall exhaust all accrued sick, personal, vacation and other paid leave days; and (b) after all of those available paid sick, personal, vacation and other paid leave days are exhausted Mr. Harrison shall be placed on paid leave until his resignation date, subject to Mr. Harrison providing a letter from his physician explaining his need for such leave. During the time period of this leave, Mr. Harrison shall not enter upon Warwick property for any reason, except to retrieve his personal property and/or return School property in his possession in strict compliance with Paragraphs 6 and 7 of this Agreement. All arrangements for such visits shall be made through the Warwick’s Director of Human Resources.

4. Payment of Salary by School: Warwick shall pay the salary owed to Mr. Harrison through his resignation date, minus all deductions for applicable taxes, retirement, health care contributions and other authorized withholdings through its regular payroll in the same manner as other employees until he is paid his salary owed for that time period.

5. Health Care Coverage: Mr. Harrison shall continue his currently elected level of Warwick-provided health care coverage through his resignation date. Thereafter, Mr. Harrison may elect to continue such health care coverage in compliance with COBRA, subject to the following conditions: (a) Warwick agrees to reimburse Mr. Harrison for his out-of-pocket COBRA costs for such continued coverage during the months of July and August 2021; and (b)

Mr. Harrison shall be solely responsible for paying cost of any such coverage beginning on or after September 1, 2021.

6. Return of Warwick Property: Mr. Harrison agrees to return any Warwick-owned property in his possession, including, but not limited to, swipe cards, security badges, building keys or equipment. Mr. Harrison shall deliver all Warwick property to the Administration Office no later than May 15, 2021. In addition, Mr. Harrison shall disclose to the School District's Human Resources Director the passwords to all electronic databases and accounts used by Mr. Harrison while fulfilling his work responsibilities for Warwick in order to provide Warwick with access to the same.

7. Retrieval of Personal Property: Mr. Harrison will be given the opportunity to schedule an appointment to pick up any of his personal belongings at Warwick. This appointment shall occur outside the normal instructional day at a mutually agreed upon date and time approved scheduled through the School District's Human Resources Director.

9. Release: In consideration of the benefits extended to Mr. Harrison under the terms of this Agreement, Mr. Harrison agrees for himself, his heirs, executors, administrators, successors and assigns to forever release and discharge Warwick, and its successors and assigns, officers, directors, agents, and employees, past and present, collectively or individually, from any and all claims, demands, causes of actions, losses and expenses of every nature whatsoever, known or unknown, arising out of or in connection with his employment by Warwick or his separation from employment, including, but not limited to, breach of contract (express or implied), detrimental reliance, intentional infliction of emotional harm, wrongful discharge or other tort, violation of his constitutional rights pursuant to the Civil Rights Act (42 U.S.C. § 1983), violation of the Age Discrimination in Employment Act of 1967 (29 U.S.C. § 621 et seq.); the Family Medical Leave Act, as amended; the Americans with Disabilities Act, as amended; and the Pennsylvania Human Relations Act, as amended, or any other federal, state or municipal statute, regulation or ordinance relating to civil rights, employment, labor relations or wages. Mr. Harrison specifically agrees that the consideration paid to him under this Agreement constitutes full relief for any and all claims he may have against Warwick, and its successors and assigns, officers, directors, agents, and employees, past and present, collectively or individually, and waives the right to any further recovery of any other damages, costs, fees, wages, bonuses or similar amounts on any basis.

10. Covenant not to Sue: Mr. Harrison agrees that he will not bring, any action, suit, claim, complaint, grievance or administrative proceeding or request contesting the validity of this Agreement or attempt to negate, modify or reform it, nor will he sue Warwick and/or its successors and assigns, officers, agents, or employees, past or present, individually or collectively, for any reason arising out of his employment or his separation from employment. Additionally, if Mr. Harrison already filed any action, suit, claim, complaint, grievance or administrative proceeding against Warwick and/or its successors and assigns, officers, agents, or employees, past or present, individually or collectively, relating to his employment or his separation from employment with Warwick before the entry of this Agreement, said actions shall be withdrawn with prejudice or otherwise discontinued with prejudice no later than ten (10) days

after the execution of this Agreement. This paragraph does not preclude Mr. Harrison's right to bring an action to enforce the terms of this Agreement.

11. Governing Law/Venue: This Agreement shall be construed in accordance with and be governed by the laws of the Commonwealth of Pennsylvania, and any action filed in connection with the enforcement of this Agreement shall be filed in the Court of Common Pleas of Lancaster County.

12. Acknowledgement: Mr. Harrison acknowledges to Warwick, as follows:

a. He has had ample time (up to 21 days) to review all of the provisions of this Agreement and fully understands it and his choices with respect to the advisability of accepting the severance and release herein.

b. He acknowledges that, because of the consideration promised in return, he has entered into this Agreement by his free will and choice without any compulsion, duress or undue influence.

c. He acknowledges that he has been and is hereby advised to seek independent legal counsel to advise his regarding his legal rights and the advisability of entering into this Agreement. Mr. Harrison further understands that this Agreement shall not apply to claims that may arise based upon events occurring after his last day of employment.

d. He acknowledges that he has been and is hereby advised and understands that once executed, he shall have seven (7) days thereafter to revoke the Agreement.

13. Other Agreements: This Agreement cannot be amended or modified, except in writing signed by Mr. Harrison and an agent of Warwick specifically authorized to sign on behalf of Warwick in this matter. Mr. Harrison further acknowledges that the only benefits promised to his in exchange for this release are those expressly set forth in this Agreement.

*{The remainder of this page is intentionally left blank}*

IN WITNESS WHEREOF, Mr. Harrison has hereunto set his hand and Warwick School District has caused this Agreement to be executed by its duly authorized agent, all as of the date first above written.

**Warwick School District**

By: \_\_\_\_\_  
President, Board of School Directors

By: \_\_\_\_\_  
Secretary, Board of School Directors

Date: \_\_\_\_\_

**Sydnor W. Harrison**

By: \_\_\_\_\_  
Sydnor Harrison

Date: \_\_\_\_\_

Witness:  
\_\_\_\_\_