



POLICE DEPARTMENT
CITY OF BURLINGTON

For immediate release
Monday February 10, 2020

Chief Jennifer Morrison announces resignation of Deputy Chief Jan Wright.

Earlier today, the City reached an agreement with Jan Wright that will be effective on February 21, 2020.* [A copy of the agreement is attached.]

Chief Morrison said: *"The recent concerns about Deputy Chief Wright's use of social media have become an impediment to how we interact with and maintain trust with important segments of the Burlington community. A negotiated separation is the most prudent way to move forward. The Burlington Police Department thanks Jan for over 18 years of outstanding service to the Burlington community and nearly 34 years to the profession. We wish her the best in future endeavors."*

There will be no on camera interviews today.

*The two-week delay is to ensure orderly knowledge transfer within the Police Department administration and will be a restricted duty assignment.

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JM#109

SEPARATION AGREEMENT AND MUTUAL RELEASE

This Separation Agreement and Mutual Release ("Agreement") is between the City of Burlington ("the City") and Jannine Wright ("Employee"), collectively "the Parties".

Whereas, the City and Employee desire to end Employee's employment relationship with the City on a mutually satisfactory basis;

Now, therefore, for good and valuable consideration and based on the mutual promises in this Agreement, the parties agree as follows:

1. Employee will remain as Deputy Chief of Administration and receive her regular pay and benefits until February 21, 2020.
2. Between February 7, 2020 and February 21, 2020, Employee and the Mayor have agreed that she will work solely on administrative matters under the direction of Chief Morrison consistent with the restricted duties set forth in her disciplinary letter dated January 27, 2020.
3. In reliance upon the consideration set forth in this agreement, Employee hereby irrevocably resigns effective February 21, 2020. The City accepts that resignation and agrees that Employee is resigning in good standing for federal Law Enforcement Office Safety Act ("LEOSA") considerations. Employee's employment with the City will end on that date.
4. At the end of her employment on February 21, 2020, if she has not used all of her accrued vacation pay, Employee will receive a payout of any remaining accrued but unused vacation pay, less any required deductions, which will be correctly

calculated by the City and paid through regular bi-weekly payroll direct deposit until paid in full.

5. At the end of her employment on February 21, 2020, if Employee has complied with all other conditions of this Agreement, Employee will also be paid an amount as severance pay equivalent to 22 (twenty-two) weeks of salary; the salary will be paid in full, however all the present deductions and benefits shall continue and remain in effect. This severance shall be payable in biweekly installments. This pay shall run consecutive to her vacation accrual payout, which shall also be paid in full with all present deductions and benefits remaining in effect.

6. The City will continue Employee's health benefits while vacation accruals and severance pay are being paid, assuming Employee's continued payment of the required employee contributions, if any. After that time, Employee's coverage under the City's health care plan may continue, at her election, pursuant to federal and state COBRA provisions. If she elects to continue coverage, it will be at her sole cost. After that date, Employee must pay all cost of continuation coverage, or her coverage will end.

7. Employee will continue to accrue service credit towards her retirement during the period of time that she is being paid for her vacation accruals and severance pay. Upon the cessation of these payments, Employee will be eligible for retirement benefits under the same rules as other former City employees, as dictated by City ordinances.

8. This Agreement does not constitute an admission of any liability or a concession of any kind by either party, but is intended merely to avoid the risks and cost of litigating any dispute between the parties.

9. No later than February 21, 2020, Employee agrees to return to the City all property provided to her for use in the course of her employment.

10. Employee understands and agrees that she will have no authority to engage in any activity on behalf of the City during the period covered by this Agreement except to the extent requested by the City, and agrees that she will assist the City, as reasonably requested.

11. The City agrees that it will indemnify and defend Employee for any claims brought against her in the future by any third party, arising out of her actions or inactions on behalf of the City during her employment, to the same extent had the claim been brought during her employment.

12. The parties mutually agree that they will not make any adverse comments about the other to any media or press. The City further agrees that if inquiries are made about Employee by a prospective employer, the City will provide only name, title, dates of service and salary.

13. Employee hereby represents that as of the date of this Agreement, and continuing until her employment as Deputy Chief of Administration ends, she has disclosed (and will continue to disclose) to the City any pending or threatened claims against the City or its employees, or any potential legal issues for or against the City, or

any violations of law or policy by or on behalf of the City of which she is aware in the course of her employment as Deputy Chief of Administration.

14. The Parties release each other, their heirs, officers, directors, trustees, agents, attorneys, employees, related entities, successors, and assigns (hereafter "the Released Parties") from any and all liability, claims, or grievances, which they now have or may ever have had, related to Employee's employment with the City or the end of that employment, whether now known or unknown, from the beginning of her employment to the date of this Agreement. This release is a general release of all claims and includes without limitation, any claim either party may have for reinstatement, back pay, front pay, fringe benefits, bonuses, commissions, severance pay, medical expenses, attorney's fees and expenses, damages or consequential damages, any claim, complaint, charge or lawsuit under Title VII of the Civil Rights Act, the Age Discrimination in Employment Act, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Family and Medical Leave Act, the Employee Retirement Income Security Act, the National Labor Relations Act, the Vermont Fair Employment Practices Act, the Vermont Parental and Family Leave Law, the Vermont City's Liability Statute, and other statutes, local laws, ordinances and regulations, as well as under any common law tort or contract theory, including, but not limited to, discrimination, wrongful discharge, breach of oral or written contract, misrepresentation, fraud, defamation, interference with prospective economic advantage, interference with contractual relationships, intentional and negligent infliction of emotional distress, negligence, promissory estoppel, breach of the covenant of good faith and fair dealing,

assault and battery, and punitive damages. Employee releases and discharges the City from any liability or obligation to reinstate or reemploy her in any capacity.

This General Release includes a release of all claims under the Age Discrimination in Employment Act, and therefore, pursuant to the requirements of that Act and its amendments, Employee acknowledges that:

- A. She has been advised to review this Agreement with an attorney of her choice prior to signing it;
- B. She has had up to 21 days to consider this Agreement; Employee states that if this Agreement is signed before the completion of the 21-day period, she has freely and voluntarily waived the full 21-day period to consider this Agreement.
- C. After signing the Agreement, she has seven (7) days in which to revoke it by delivering written notice of revocation to the City. The revocation must be received by the Mayor's office and should state, "I hereby revoke my acceptance of the Agreement." If not revoked, this Agreement shall become effective after the seven (7) day revocation period has expired; that date shall be known as the "Revocation Date."

This release does not include any claims that cannot be waived by law, including but not limited to, the right to file a charge with or participate in an investigation by a government agency. However, if a state or federal claim or grievance is filed on her behalf, Employee agrees that the consideration paid for this release provides her with

full relief and that she has waived and will not accept any additional relief from any action against the City or the Released Parties related to it.

15. Employee represents and acknowledges that in executing this Agreement, she has not relied upon any representation or statements made by the City, its employees, officers, directors, agents, or attorneys about the Agreement that is not set forth herein. Employee also agrees and acknowledges that the consideration being provided to her is in exchange for Employee's release of claims, promises, and representations in this Agreement. Employee also agrees and acknowledges that she has had sufficient time to consider this Agreement, that she has read this Agreement and understands all of its terms, and that she has entered into this Agreement freely and voluntarily.

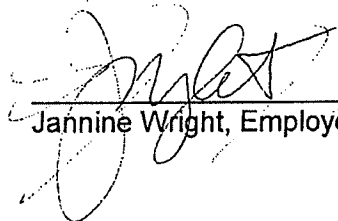
16. If either party, or anyone authorized to act on behalf of a party on that issue, breaches any portion of this Agreement, or threatens breach of it, the non-breaching party shall be entitled to all relief allowed by law or equity, including the repayment of any separation pay already paid to Employee if the breach is by the employee, the right to obtain an injunction without bond, and any damages resulting from the breach, including attorneys' fees and court costs of the non-breaching party. In any action to enforce this Agreement, the substantially prevailing party will be entitled to recover reasonable attorney's fees.

17. This Agreement is the entire agreement between the parties about this transaction. It may be amended only in writing signed by the parties and is binding

upon the parties, their heirs, representatives, successors, and assigns. Employee's rights and obligations under this Agreement are not assignable.

18. This Agreement shall be interpreted and governed according to the laws of the State of Vermont.

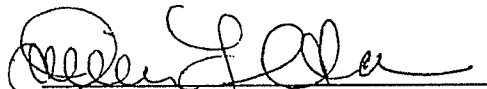
We understand and agree to this Agreement and Release.

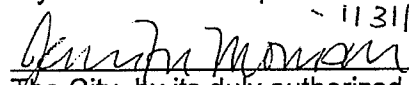


Jannine Wright, Employee

State of Vermont
County of Chittenden, SS.

At Burlington, in said State and County, this 10 day of February, 2020, personally appeared Jannine Wright, and she acknowledged that she executed this Agreement as her free act and deed and without duress or coercion.

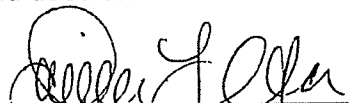


Notary Public
My Commission Expires: 02/10/2023
11/31/2021


The City, by its duly authorized agent
Jennifer Morrison

State of Vermont
County of Chittenden, SS.

At Burlington, in said State and County, this 10 day of February, 2020, personally appeared Jennifer Morrison and acknowledged that she is an agent of City, that as Police Chief she is duly authorized to execute this Agreement, and that she has executed this Agreement as her free act and deed and without duress or coercion.



Notary Public
My Commission Expires: 02/10/2023
11/31/2021