

From: Humbert, Jacob
Sent: Friday, July 6, 2018 4:32 PM
To: amccullum@freepressmedia.com
Subject: Public Records Request; Response

Ms. McCullum:

In response to your July 2, 2018 public records request, I have enclosed copies of settlement agreements from the following matters:

1. DeRosia - HRC #PA11-0004 HRC/De Rosia, Linda v. AOT;
2. Jones (Jennifer) - HRC #E14-0003 Jones, Jennifer v. DOC;
3. Potvin - HRC #E13-0011 Potvin, Claire v. DOC;
4. Farley - HRC #E13-0010 Farley, Lori v. DOC;
5. McCaffrey - HRC #E06-0008 McCaffrey, Maureen v. AOT; and
6. Jones (Deborah) - HRC #E08-0005 HRC/Jones, Deborah v. BGS.

Your request also sought a settlement agreement for a case referenced only as "HRC #E12-2003." Please be advised that we believe no HRC case by that number exists. But, if you have a particular case in mind, please don't hesitate to reach back out with any additional information (such as party name(s), date of filing and/or type of matter).

Thank you.

Jacob A. Humbert, Assistant Attorney General
Director, Administrative Law Unit
Vermont Attorney General's Office
109 State Street
Montpelier, Vermont 05609
(802) 828-3689
jacob.humbert@vermont.gov

VERMONT HUMAN RIGHTS COMMISSION

Linda DeRosia)	
-Charging Party)	
)	
v.)	Case No. PA 11-0004
)	
Vermont Agency of Transportation)	
-Respondent)	

Settlement Agreement

NOW COME the State of Vermont, Agency of Transportation (“Agency”) and Linda DeRosia (“Claimant”), (each a “Party, and collectively known as “the Parties”) and enter this Stipulation and Agreement (“Agreement”) as set forth below:

- I. WHEREAS, DeRosia is employed by AOT as a Transportation Maintenance Worker IV;
- II. WHEREAS, on or about April 27, 2011, DeRosia filed a Charge of Employment Discrimination at the Vermont Human Rights Commission (“HRC”), which is currently pending as HRC Case No. PA11-0004 (“HRC Charge”);
- III. WHEREAS the AOT, in response to the HRC Charge has denied and continues to deny that it has engaged in unlawful employment practices;
- IV. WHEREAS the Parties agreed to mediate their disputes prior to the conclusion of the HRC’s investigation;
- V. WHEREAS the Parties with the assistance of Richard T Cassidy participated in a confidential mediation on March 28, 2012;
- VI. WHEREAS the Parties desire to enter into a settlement and compromise of all claims and concerns related to DeRosia’s employment by AOT, including without limitation, the matters alleged in the HRC Charge;
- VII. WHEREAS this Agreement is entered into for the convenience of the parties in recognition of the costs and risks associated with litigation;
- VIII. WHEREAS the Parties agree that this Agreement is for their mutual convenience and does not constitute an admission of fact, wrongdoing or contractual violation by either Party;
- IX. WHEREAS the Parties agree that this Agreement shall not be offered as evidence or constitute a defense or precedent for any pending or future labor relations matter, except for an alleged breach of this Agreement or to enforce its terms
- X. WHEREAS the Parties agree that this Agreement is supported by good and binding consideration in the form of the promises and obligations set forth below:



NOW THEREFORE the Parties agree to the following:

1. The Agency will designate an appropriate employee to serve as the Claimant's mentor.

2. The Agency represents and acknowledges that the Claimant has access to psychological/emotional counseling services through her employment-provided health insurance plan without the need for any copayment on the part of the Claimant. The Claimant may use her sick time, in accordance with State & Agency Policy and Procedures, to obtain counseling, and the agency will, at the end of two years, reimburse her sick time account for up to 50 hours of time off for such counseling. The reimbursement provision of this paragraph shall be of no force and effect if the Claimant rescinds her consent to this settlement agreement as is provided for below in paragraph 9.

3. The Agency represents and acknowledges that the Claimant has the right to access career counseling services through the Agency's Human Resources Department, encourages the Claimant to use such services, and will assist her in making arrangements to obtain career counseling.

4. The Agency will designate an employee at its central office to whom the Claimant will promptly and confidentially provide a copy of all requests for training that she files with her supervisor.

5. The Agency has previously retained the services of a consultant, Mr. Greg Hessel, of Brattleboro, Vermont, to provide it with advice on diversity and sexual harassment training. The Agency will arrange for the Claimant's counsel, Mr. Edwin L. Hobson, to confer with Mr. Hessel for a period of up to two hours for the purposes of advising Mr. Hessel of his and the Claimant's views, on the inadequacy of the present training, and of the failure of the Agency's supervisory employees to adequately protect female employees from sexual discrimination and harassment. Mr. Hessel will, in writing, report his views to the Agency as to whether training and/or supervisory practices should be changed, and if so, will provide his recommendations for change. Mr. Hessel will provide a copy of his report to Mr. Hobson.

6. The Agency will conduct an appropriate teambuilding exercise conducted by Greg Hessel and Carol Buchdahl for employees of the Chimney Corners District Garage within a reasonable period of time after the execution of this agreement.

7. The Agency, through Mr. Art Danyow, will conduct a follow-up meeting at the Chimney Corners District Garage the purpose of reinforcing the need for it garage employees to work as a team and to maintain a workplace free of sex discrimination, harassment, and retaliation.

8. The Agency will continue its open door policy for employee concerns and complaints, and will continue to publicize the existence of that policy at the Chimney Corners District Garage.

J.D.

9. The Agency will provide Claimant with the opportunity to receive CPR certification training.

10. The Claimant will notify the Human Rights Commission that her pending HRC Charge in HRC Case No. PA11-0004 is settled and withdrawn.

11. The Claimant will have the unilateral right to rescind this settlement agreement on or before March 28, 2013 by a written document delivered to the Office of the Attorney General with a copy the Mediator. Delivery of the original and a copy must occur within one year in order to effectuate rescission. In the event of rescission, all obligations under this Agreement shall cease with no right of compensation or accounting due for any obligations already performed. The cessation of obligations under this Agreement shall not affect legal obligations of the parties not based in this Agreement.

12. The Claimant will execute the attached Release and ADEA waiver for the benefit of the Agency and its employees, and promptly deliver the Release to be held in escrow by the Mediator, acting as escrow agent. In the event this settlement agreement is rescinded in writing, the escrow agent shall return the general release to the Claimant's counsel. In the event this agreement is not rescinded on or before March 28, 2013, the escrow agent shall promptly deliver the Release and Covenant Not to Sue to the Agency. In the event this agreement is not rescinded on or before March 28, 2013, upon receipt of the Claimant's general release, the Agency shall promptly pay to the Claimant's attorney, Edwin Hobson, the sum of \$12,500 in full settlement of his claim and the Claimant's claim, for attorney's fees. The Agency shall not be obligated to make this payment if the agreement is rescinded. However, in the event of rescission, the Claimant and Hobson, agree that any claim for attorney's fees advanced on the behalf of the Claimant and/or Hobson for work performed in connection with the claimant's claims on or before March 28, 2012, shall be limited to the sum of \$12,500. The Parties agree that the running of time under any statute of limitations or by way of estoppel, laches or any other time-related defense shall be tolled and suspended and is hereby tolled until March 28, 2013 or until the agreement is rescinded, whichever is shorter.

13. This agreement shall not limit the discretion of the Agency to take other and/or further steps to promote the existence of a workplace free of sexual harassment, discrimination, and retaliation at the Chimney Corners district garage, or elsewhere.

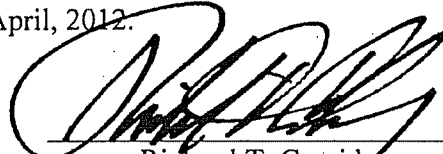
14. AOT affirms that it does not illegally discriminate because of race, religion, color, national origin, sex, sexual orientation, ancestry, place of birth, age or physical or mental condition.

15. AOT agrees that it will take no action against DeRosia because she filed a Charge of Employment Discrimination with the Vermont Human Rights Commission or because DeRosia has or AOT believes she may lodge a complaint or cooperate in an investigation of discriminatory acts or practices.

16. Richard T. Cassidy executes this agreement for the sole purpose of assuming the escrow obligations identified in this agreement at Paragraph 10. It is

expressly assented to by the parties, that in no event shall Richard T. Cassidy be liable to the parties for any failure to competently perform the services provided therein unless due to gross negligence or willful misconduct. This limitation shall not relate to the claims of third parties.

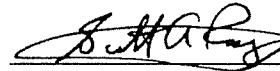
Dated at Burlington, Vermont this ~~16th~~ day of April, 2012.



Richard T. Cassidy
Escrow Agent

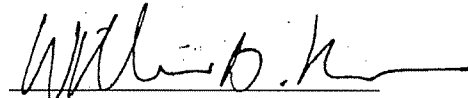
Dated at Montpelier, Vermont this ~~17th~~ of April, 2012.

State of Vermont
Agency of Transportation



Scott Rogers
Director of Operations Division

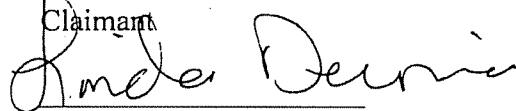
Dated at Montpelier, Vermont this ~~17th~~ of April, 2012.



William B. Reynolds
Assistant Attorney General

Dated at Burlington, Vermont this 13th day of April, 2012.

Claimant



Linda DeRosia

Approved at Burlington, Vermont this 13th day of April, 2012.



Edwin Hobson
Counsel to the Claimant

STIPULATION AND AGREEMENT

NOW COME the State of Vermont, the Vermont Department of Corrections ("DOC"), and Jennifer Jones ("Jones") (collectively known as "the Parties") and enter into a Stipulation and Agreement ("Agreement") as set forth below:

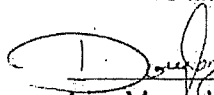
- I. WHEREAS, Jones was employed by DOC as a Temporary Corrections Officer I;
- II. WHEREAS, Jones resigned her position at DOC effective November 22, 2012;
- III. WHEREAS, Jones filed a Charge of Employment Discrimination with the Vermont Human Rights Commission (HRC Case No.: E14-0003);
- IV. WHEREAS, the Parties desire to enter into a settlement and compromise of all claims and concerns raised, or that could have been raised, by Jones in relation to her employment at DOC;
- V. WHEREAS, this Agreement is entered into for the mutual convenience of the Parties in recognition of the costs and risks associated with litigation;
- VI. WHEREAS, the Parties agree that this Agreement is for their mutual convenience and does not constitute an admission of fact, wrongdoing or violation by either Party and shall not be offered as evidence or constitute a precedent for any pending or future labor relations matter, except for an alleged breach hereof;
- VII. WHEREAS, the Parties agree that this Agreement is supported by good and binding consideration in the form of the promises and obligations set forth below:

NOW THEREFORE the Parties agree to the following:

1. Concurrent with the execution of this Agreement, Jones will execute a General Release. A copy of the General Release and Covenant Not to Sue is attached hereto and incorporated herein;
2. This Agreement shall be effective upon execution. For purposes of the Agreement, this date shall be referred to as the "Effective Date."
3. Within thirty (30) business days of the Effective Date (as defined in Paragraph 2 above), in consideration of the promises and releases set forth in the Agreement, the State agrees to provide Jones with a payment of seventeen thousand five hundred dollars (\$17,500.00) in settlement of disputed claims arising from Jones' employment at DOC and/or her

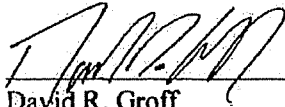
claim of unlawful employment discrimination, including all claims that were or could have been asserted in HRC Case No.: E14-0003.

4. Within thirty (30) business days of the Effective date, Jones shall dismiss, with prejudice, any and all law suits, charges of discrimination, or any other claims of liability or other legal actions against the State of Vermont, and/or the Department of Corrections, including, without limitation, the above-described Charge of Discrimination. (HRC Case No.: E14-0003).
5. Jones acknowledges and agrees that she shall not receive any other form of benefit, compensation or relief other than that which is expressly stated herein;
6. Jones agrees that at no time in the future will she apply for work with the Vermont Department of Corrections or any successor department or entity, including, but not limited to, work as a permanent, exempt, temporary, or contractual employee. Pursuant to this prohibition, the Parties agree that the State of Vermont shall have the right to reject any applications filed by Jones for employment with DOC. Jones agrees to forego any claims or suits relating to the rejection of her applications for said employment with DOC.
7. This Agreement resolves all legal issues and disputes between the Parties concerning Jones' employment with DOC and the State of Vermont;
8. This Agreement sets forth all the terms of the Parties' understanding and there are no other promises or obligations other than what is specifically stated herein;
9. This Agreement may not be amended or modified except by written instrument executed by all of the Parties hereto;
10. This Agreement may be executed in counterparts, which together shall constitute one agreement. This Agreement is fully enforceable with signatures provided by facsimile or electronic transmission;
11. Jones freely and voluntarily agrees to all terms of this Agreement and acknowledges that she understands all the terms of this Agreement, has had ample time to consult with her attorney prior to signing this Agreement, is competent to sign this Agreement, and does so knowingly, voluntarily and without duress or undue influence.

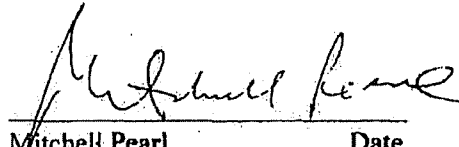
 _____
Date 2/18/14

Lisa Menard
Deputy Commissioner
Department of Corrections
Douglas A. Racine
Secretary
Agency of Human Services

 _____
Date 2-3-14



David R. Groff Date
Assistant Attorney General 2/10/14




Mitchell Pearl Date
Attorney for Jennifer Jones 2/5/14

GENERAL RELEASE & COVENANT TO NOT SUE

1. Jennifer Jones, on behalf of herself, her heirs, executors, administrators, successors, and/or assigns, for the valuable consideration described above, and for other good and valuable consideration, agrees to release and hold harmless the Vermont Department of Corrections (DOC) and/or the State of Vermont, all departments and agencies thereof, and all present and former employees, officers, agents, representatives, contractors, successors, and assigns of DOC and/or the State of Vermont, from all claims and matters whatsoever arising from the beginning of time through the date of the execution of this release, whether known or unknown, in any forum, judicial or administrative, that relate in any manner at all to Jones' employment with DOC and/or the State of Vermont, including but not limited to all disputes existing with respect to the matters giving rise to this Agreement, all of which are hereinafter called the "Released Claims." The Released Claims include, without limitation, any rights or claims arising under the common law, collective bargaining agreements, 42 U.S.C. § 1983, the federal or state Constitution, Title VII of the Civil Rights Act of 1964, as amended, the Civil Rights Act of 1991, the Americans with Disabilities Act, the ADA Amendments Act, the Federal Family and Medical Leave Act of 1993, as amended, Vermont's Fair Employment Practices Act, or arising under any other federal, state or local laws and regulations. The Released Claims also include, without limitation, any claims for attorney's fees, court costs, or expert witness fees. Jones covenants and agrees not to sue the DOC and/or the State of Vermont, all departments and agencies thereof, and all present and former employees, officers, agents, representatives, contractors, successors, and assigns of the State, in any capacity whatsoever, including both individual and official capacities, for any of the Released Claims.
2. This release includes three exceptions that appear in this paragraph and no other exceptions:
 - a. Jones does not waive her right to request representation under 3 V.S.A. §§ 1101 and 1102, or to seek indemnification under 12 V.S.A. § 5606, in the event she is sued for acts arising from her employment. Jones agrees that the inclusion of these exceptions shall not be considered a promise or an indication that representation will be provided by the State or that she will be indemnified;
 - b. Jones does not waive her right to any grievance or other claim of legal liability against the State of Vermont, its officers, agents, employees, or assigns, which has or may arise from the alleged breach of the terms of this Agreement when recourse is necessary to enforce such terms; and

c. Jones does not waive her right to continue and/or pursue any Workers' Compensation claims she is or may become entitled to under Vermont's Workers' Compensation statutes, 21 V.S.A. §§601 *et seq.*

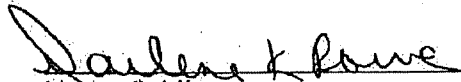
4. Jones acknowledges that she has been represented by counsel and that she has granted this General Release and Covenant Not to Sue voluntarily and with the advice of counsel.



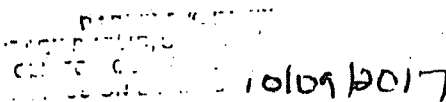
Jennifer Jones

29 23-14
Date

Subscribed and sworn to before me at 5084 Rt 11 Ellensburg Depot Vermont this 3rd day
Jennifer Jones personally appeared before me.
of February, 2014.


Notary Public

My commission expires 10/9/2017


10/09/2017

STIPULATION AND AGREEMENT

NOW COME the State of Vermont, Department of Corrections (DOC), the Vermont Human Rights Commission (HRC) and Claire Potvin ("Potvin") (collectively known as "the Parties") and enter a stipulation and agreement as set forth below:

- I. WHEREAS, Potvin was employed by DOC as a Community Work Crew Supervisor at the Chittenden Regional Correctional facility (CRCF) in Burlington, Vermont;
- II. WHEREAS, in April 2013 Potvin filed a discrimination complaint with the Human Rights Commission ("HRC") (Docket No. E13-0011);
- III. WHEREAS, the Parties desire to enter into a settlement and compromise of all claims and concerns related to the above referenced complaint that were raised or could have been raised;
- IV. WHEREAS, this Agreement is entered into for the convenience of the Parties in recognition of the costs and risks associated with litigation;
- V. WHEREAS, the Parties agree that this Agreement is for their mutual convenience and does not constitute an admission of fact, wrongdoing or violation of the law by either Party and shall not be offered as evidence or constitute a precedent for any pending or future matters, except for an alleged breach of this Agreement or to enforce its terms;
- VI. WHEREAS, the Parties agree that this Agreement is supported by good and binding consideration in the form of the promises and obligations set forth below:

NOW THEREFORE, the Parties agree as follows:

1. Concurrent with the execution of this Stipulation and Agreement, Potvin will execute (a) A General Release And Covenant Not To Sue, and (b) a Waiver and Release of Claims Under the Age Discrimination in Employment Act ("ADEA Waiver"), which are incorporated herein.
2. This Agreement shall be effective upon the expiration date of the seven (7) day revocation period specified in the ADEA Waiver, incorporated herein, provided that Potvin has not timely invoked her right of revocation. For purposes of the Agreement, this date shall be referred to as the "Effective Date."
3. Within 30 days of the effective date of this Agreement, the State of Vermont ("State") agrees to pay Potvin a total sum of \$20,000.00. This sum shall be paid by a check made out to "Edwin Hobson IOLTA Account." No deductions will be

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taken from this payment and Potvin understands that she is responsible for any taxes due.

4. The State agrees that it will not retaliate against Potvin and that no special discipline files will be maintained on her, except in accordance with normal practices and procedures of the AHS Investigative Unit described below.
5. The State agrees that the investigation(s) regarding Potvin have been concluded. The State further agrees that discipline will not be imposed and no further action will be taken.
6. The parties understand that the Agency of Human Services (AHS) has created an AHS Investigation Unit which is tasked with conducting investigations of the DOC workplace regarding complaints of employees, including but not limited to complaints of discrimination, harassment or retaliation.
7. The DOC agrees to provide its CRCF managers and supervisors, including shift supervisors, with training addressing their responsibilities with regard to unlawful discrimination, harassment and retaliation. Such training will take place within one year of the effective date of this agreement. The HRC will assist in delivering such training. The training will underscore the importance of the subjects and the consequences for both the DOC and individual employees who fail to comply with these laws as well as the relevant State policies and procedures.
8. Within one year of the effective date of this agreement, AHS will study existing security systems in all DOC facilities and adopt a statewide data retention policy for data generated by cameras at all State correctional facilities. Before promulgation of such a policy, AHS will provide a proposed policy to the HRC for its review and/or comments.
9. The Deputy Secretary of AHS and the Executive Director of the HRC agree to meet within 30 days of the effective date of this Agreement to discuss in good faith issues related to gender equity in the CRCF facility.,
10. On the effective date of this Agreement, the State agrees to pay attorney Edwin Hobson attorney's fees as provided in paragraph 15 of the Stipulation and Agreement pertaining to complaints filed by Theresa Jean with the HRC in Docket No.E13-0008 and Docket No.E14-0001.
11. The State agrees to pay one-half of the mediator's fee. The HRC and the claimants collectively agree to pay the other half of the mediator's fee.
12. Within seven (7) calendar days of the effective date of this agreement, Potvin will withdraw as settled the HRC complaint referred to in paragraph II above with and the HRC shall take no further action regarding such complaint except to enforce the

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obligations in ¶¶ 7-9 of this agreement. The withdrawal will be denoted "settled and discontinued."

13. This Agreement resolves all pending legal issues between the Parties relating to these matters.
14. This Agreement sets forth all the terms of the Parties' understanding and there are no other promises or obligations other than what is specifically stated herein.
15. This Agreement may not be amended or modified except by written instrument executed by all of the Parties hereto.
16. The Parties freely and voluntarily agree to all terms of this Stipulation and Agreement. Potvin certifies that she understands all of the terms contained in this Agreement, that her decision to sign the Agreement is voluntary, and that it has been made knowingly, without coercion or undue influence and that she has had an opportunity to consult with her counsel Edwin Hobson.
17. This Agreement may be executed in counterparts, which together shall constitute one agreement. This Agreement is fully enforceable with signatures provided by facsimile transmission.

Dixie Henry 6/6/14
AHS Deputy Secretary, Dixie Henry Date

Marie J. Salem 6-9-14
Marie J. Salem, AAG Date

Claire Potvin 6/2/2014
Claire Potvin Date

Edwin L. Hobson 6/2/14
Edwin L. Hobson, Esq., as to form Date

Karen L. Richards 6/3/14
Executive Director, HRC, Karen L. Richards Date

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GENERAL RELEASE & COVENANT TO NOT SUE

1. Claire Potvin, on behalf of herself, her heirs, executors, administrators, successors, or assigns, for the valuable consideration described above, and for other good and valuable consideration, agrees to relinquish, release and hold harmless the State of Vermont and/or the Department of Corrections (DOC) and/or the Department of Human Resources (DHR), all departments, boards and agencies thereof, and all present and former employees, officers, agents, representatives, board members, contractors, successors, and assigns of the State and/or DOC and/or DHR, for all claims and matters whatsoever, known or unknown, arising from the beginning of time through the date of the execution of this release, for all claims and causes of action in any forum, judicial or administrative, that relate in any manner at all to Ms. Potvin's employment with DOC and/or DHR and/or the State of Vermont, including, but not limited to, claims of contract violation, discrimination or defamation, employee's humiliation or other injuries related thereto, and all disputes existing with respect to the matters giving rise to this agreement, all of which are hereinafter called the "Released Claims." The Released Claims include without limitation, any rights or claims arising under Collective Bargaining Agreements, Common Law, 42 U.S.C. § 1983, Federal or State Constitutions, Title VII of the Civil Rights Act of 1964, as amended, the Civil Rights Act of 1991, the Americans with Disabilities Act (ADA), The ADA Amendments Act of 2008, the Family and Medical Leave Act, as amended, Vermont's Parental and Family Leave Act, the Age Discrimination in Employment Act, and Vermont's Fair Employment Practices Act, or arising under any other federal, state or local law or regulation prohibiting employment discrimination. The Released Claims also include, without limitation, any claims for attorneys' fees, court costs, or expert witness fees. Ms. Potvin covenants and agrees not to sue the State of Vermont and/or DOC and/or DHR, all departments, boards and agencies thereof, and all present and former employees, officers, agents, representatives, board members, contractors, successors, and assigns of the State and/or DOC and/or DHR, in any capacity whatsoever, including both individual and official capacities, for any of the aforementioned claims, specified or unspecified.

2. The State of Vermont, on behalf of itself, including but not limited to the Vermont DOC, covenants and agrees not to sue Potvin her heirs, executors, administrators, successors and assigns, in any capacity whatsoever, including both individual and official capacities for all civil claims and matters whatsoever arising from the beginning of time through the date of the execution of this release, whether known or unknown, in any forum, judicial or administrative, that relate in any manner at all to Potvin's employment with the State of Vermont, DOC including but not limited to, without limitation, any claims for attorney's fees, court costs, or expert witness fees with the exception of tax obligations, if any. The State of Vermont covenants and agrees not to sue Potvin her heirs, executors, administrators,

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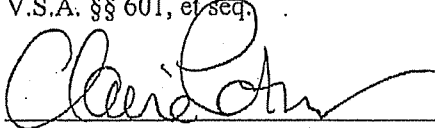
successors and assigns, in any capacity whatsoever, including both individual and official capacities, for any of the above stated claims.

3. This release includes the three (3) exceptions that appear in this paragraph and no other exceptions:

a. Potvin does not waive her right to request representation under 3 V.S.A. §§ 1101 and 1102, or seek indemnification under 12 V.S.A. § 5606, in the event she is sued for acts arising from her employment. Potvin agrees and understands that the inclusion of these exceptions shall not be considered a promise or indication that representation will be provided by the State or that she will be indemnified.

b. Potvin does not waive her right to any grievance or other claim of legal liability against the State of Vermont, its officers, agents, employees, or assigns, which may arise from breach of the terms of this Agreement when recourse is necessary to enforce such terms.

c. Potvin does not waive her right to pursue any Workers' Compensation claims she is or may become entitled to under Vermont's Workers' Compensation statutes, 21 V.S.A. §§ 601, et seq.




Claire Potvin

6/2/2014

Date

At Burlington, Vermont this 2nd day of June, 2014, the above Claire Potvin, known to me, came before me and acknowledged this instrument, by her sealed and subscribed, to be her free act and deed.



Notary Public
My commission expires Feb. 10, 2015

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**WAIVER AND RELEASE OF CLAIMS
UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT**

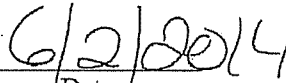
WHEREAS, the parties hereto have agreed to the above terms;

CLAIRE POTVIN, on behalf of herself, her heirs and her estate, hereby knowingly and voluntarily waives and releases any and all legal claims, known or unknown, under the Age Discrimination in Employment Act, 29 U.S.C.A. 626, that relate in any way to the "Released Claims" identified in the incorporated Release and Covenant Not to Sue against the State of Vermont, its officers, employees, agents and assigns, that have arisen at any time up to and including the instant at which she signs this agreement, providing the following:


- a. Potvin does not waive rights or claims that may arise after the date this waiver is executed;
- b. Potvin is hereby advised to consult with an attorney prior to executing this Agreement;
- c. Potvin may have twenty-one (21) days from receipt hereof to consider this Agreement, but may elect to sign it before that period has expired; and,
- d. For a period of seven (7) days following the execution of the Agreement, Potvin may revoke the agreement, and the Agreement shall not become effective or enforceable until the revocation period has expired.

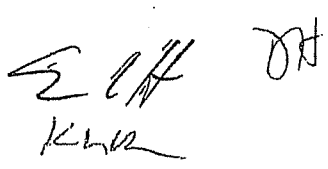


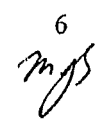
Claire Potvin



Date

Witnessed: 
Printed name: Edwin L. Hobson
Address: 289 College St., Burlington, VT 05401
Telephone: 802 863-2000



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STIPULATION AND AGREEMENT

NOW COME the State of Vermont, Department of Corrections (DOC) and Lori Farley ("Farley") (collectively known as "the Parties") and enter a stipulation and agreement as set forth below:

- I. WHEREAS, Farley was employed by DOC as a Community Work Crew Supervisor at the Chittenden Regional Correctional facility (CRCF) in Burlington, Vermont;
- II. WHEREAS, in April 2013 Farley filed a discrimination complaint with the Human Rights Commission ("HRC") (Docket No. E13-0010);
- III. WHEREAS, the Parties desire to enter into a settlement and compromise of all claims and concerns related to the above-referenced complaint that were raised or could have been raised;
- IV. WHEREAS, this Agreement is entered into for the convenience of the Parties in recognition of the costs and risks associated with litigation;
- V. WHEREAS, the Parties agree that this Agreement is for their mutual convenience and does not constitute an admission of fact, wrongdoing or violation of the law by either Party and shall not be offered as evidence or constitute a precedent for any pending or future matters, except for an alleged breach of this Agreement or to enforce its terms;
- VI. WHEREAS, the Parties agree that this Agreement is supported by good and binding consideration in the form of the promises and obligations set forth below:

NOW THEREFORE, the Parties agree as follows:

1. Concurrent with the execution of this Stipulation and Agreement, Farley will execute (a) A General Release And Covenant Not To Sue, and (b) a Waiver and Release of Claims Under the Age Discrimination in Employment Act ("ADEA Waiver"), which are incorporated herein.
2. This Agreement shall be effective upon the expiration date of the seven (7) day revocation period specified in the ADEA Waiver, incorporated herein, provided that Farley has not timely invoked her right of revocation. For purposes of the Agreement, this date shall be referred to as the "Effective Date."
3. Within 30 days of the effective date of this Agreement, the State of Vermont ("State") agrees to pay Farley a total sum of \$20,000.00. This sum shall be paid by a check made out to "Edwin Hobson IOLTA Account." No deductions will be

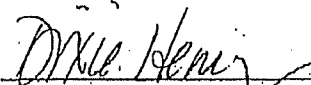
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taken from this payment and Farley understands that she is responsible for any taxes due.

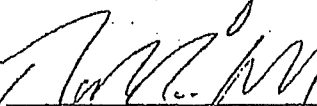
4. Commencing no later than the next full pay period after the effective date of this agreement, Ms. Farley will be transferred to a position as a Corrections Services Specialist ("CSS") at the Chittenden Regional Correctional Facility. The position will have normal weekday first shift hours (currently 7:30 am-3:30 pm). The State represents that this is a permanent status classified CSS position, subject to State personnel policies and terms of the applicable collective bargaining agreement.
5. The State agrees that it will not retaliate against Farley and that no special discipline files will be maintained on her, except in accordance with normal practices and procedures of the AHS Investigative Unit described below.
6. The State agrees that the investigation(s) regarding Farley have been concluded. The State further agrees that discipline will not be imposed and no further action will be taken.
7. The parties understand that the Agency of Human Services (AHS) has created an AHS Investigation Unit which is tasked with conducting investigations of the DOC workplace regarding complaints of employees, including, but not limited to, complaints of discrimination, harassment or retaliation.
8. The DOC agrees to provide its CRCF managers and supervisors, including shift supervisors, with training addressing their responsibilities with regard to unlawful discrimination, harassment and retaliation. Such training will take place within one year of the effective date of this agreement. The HRC has offered to assist in delivering such training. The training will underscore the importance of the subjects and the consequences for both the DOC and individual employees who fail to comply with these laws as well as the relevant State policies and procedures.
9. Within one year of the effective date of this agreement, AHS will study existing security systems in all DOC facilities and adopt a statewide data retention policy for data generated by cameras at all State correctional facilities. Before promulgation of such a policy, AHS will provide a proposed policy to the HRC for its review and/or comments.
10. The Deputy Secretary of AHS and the Executive Director of the HRC have met to discuss in good faith matters related to gender equity in the CRCF facility.
11. The parties acknowledge that the State has previously paid attorney Edwin Hobson attorney's fees related to his matter as provided in paragraph 15 of the Stipulation and Agreement pertaining to complaints filed by Theresa Jean with the HRC in Docket No.E13-0008 and Docket No.E14-0001.

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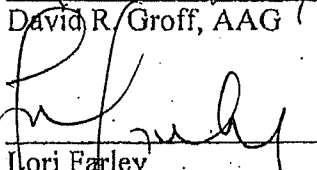
12. The State agrees to pay one-half of the mediator's fee. The HRC and the claimants collectively agree to pay the other half of the mediator's fee.
13. Within seven (7) calendar days of the effective date, Farley will withdraw as settled the HRC complaint referred to in paragraph II above and the HRC shall take no further action regarding such complaint except to enforce the obligations in ¶¶7-9 of this agreement. The withdrawal will be denoted "settled and discontinued."
14. This Agreement resolves all pending legal issues between the Parties relating to these matters.
15. This Agreement sets forth all the terms of the Parties' understanding and there are no other promises or obligations other than what is specifically stated herein.
16. This Agreement may not be amended or modified except by written instrument executed by all of the Parties hereto.
17. The Parties freely and voluntarily agree to all terms of this Stipulation and Agreement. Farley certifies that she understands all of the terms contained in this Agreement, that her decision to sign the Agreement is voluntary, and that it has been made knowingly, without coercion or undue influence and that she has had an opportunity to consult with her counsel Edwin Hobson.
18. This Agreement may be executed in counterparts, which together shall constitute one agreement. This Agreement is fully enforceable with signatures provided by facsimile transmission.




 AHS Deputy Secretary, Dixie Henry Date 8/14/14



 David R. Groff, AAG Date 8/14/14



 Lori Farley Date 8/17/2014



 Edwin L. Hobson, Esq., as to form Date 8/17/14

 Executive Director, HRC, Karen L. Richards Date

GENERAL RELEASE & COVENANT TO NOT SUE

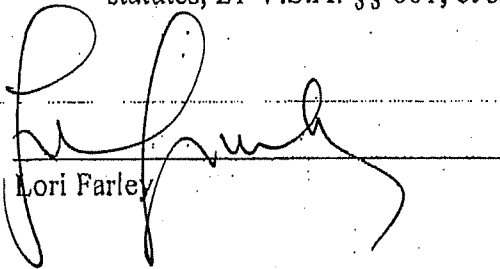
1. Lori Farley, on behalf of herself, her heirs, executors, administrators, successors, or assigns, for the valuable consideration described above, and for other good and valuable consideration, agrees to relinquish, release and hold harmless the State of Vermont and/or the Department of Corrections (DOC) and/or the Department of Human Resources (DHR), all departments, boards and agencies thereof, and all present and former employees, officers, agents, representatives, board members, contractors, successors, and assigns of the State and/or DOC and/or DHR, for all claims and matters whatsoever, known or unknown, arising from the beginning of time through the date of the execution of this release, for all claims and causes of action in any forum, judicial or administrative, that relate in any manner at all to Ms. Farley's employment with DOC and/or the State of Vermont, including, but not limited to, claims of contract violation, discrimination or defamation, employee's humiliation or other injuries related thereto, and all disputes existing with respect to the matters giving rise to this agreement, all of which are hereinafter called the "Released Claims." The Released Claims include without limitation, any rights or claims arising under Collective Bargaining Agreements, Common Law, 42 U.S.C. § 1983, Federal or State Constitutions, Title VII of the Civil Rights Act of 1964, as amended, the Civil Rights Act of 1991, the Americans with Disabilities Act (ADA), The ADA Amendments Act of 2008, the Family and Medical Leave Act, as amended, Vermont's Parental and Family Leave Act, the Age Discrimination in Employment Act, and Vermont's Fair Employment Practices Act, or arising under any other federal, state or local law or regulation prohibiting employment discrimination. The Released Claims also include, without limitation, any claims for attorneys' fees, court costs, or expert witness fees. Ms. Farley covenants and agrees not to sue the State of Vermont and/or DOC and/or DHR, all departments, boards and agencies thereof, and all present and former employees, officers, agents, representatives, board members, contractors, successors, and assigns of the State and/or DOC and/or DHR, in any capacity whatsoever, including both individual and official capacities, for any of the aforementioned claims, specified or unspecified.
2. The State of Vermont, on behalf of itself, including but not limited to the Vermont DOC, covenants and agrees not to sue Farley her heirs, executors, administrators, successors and assigns, in any capacity whatsoever, including both individual and official capacities for all civil claims and matters whatsoever arising from the beginning of time through the date of the execution of this release, whether known or unknown, in any forum, judicial or administrative, that relate in any manner at all to Farley's employment with the State of Vermont, DOC and/or the, including but not limited to, without limitation, any claims for attorney's fees, court costs, or expert witness fees, with the exception of tax obligations, if any. The State of Vermont covenants and agrees not to sue Farley her heirs, executors, administrators, successors and assigns, in any capacity whatsoever, including both individual and official capacities, for any of the above stated claims.

3. This release includes the three (3) exceptions that appear in this paragraph and no other exceptions:

a. Farley does not waive her right to request representation under 3 V.S.A. §§ 1101 and 1102, or seek indemnification under 12 V.S.A. § 5606, in the event she is sued for acts arising from her employment. Farley agrees and understands that the inclusion of these exceptions shall not be considered a promise or indication that representation will be provided by the State or that she will be indemnified.


b. Farley does not waive her right to any grievance or other claim of legal liability against the State of Vermont, its officers, agents, employees, or assigns, which may arise from breach of the terms of this Agreement when recourse is necessary to enforce such terms.

c. Farley does not waive her right to pursue any Workers' Compensation claims she is or may become entitled to under Vermont's Workers' Compensation statutes, 21 V.S.A. §§ 601, et seq.


Lori Farley

8/17/2014
Date

At Burlington, Vermont this 17th day of August, 2014, the above Lori Farley, known to me, came before me and acknowledged this instrument, by her sealed and subscribed, to be her free act and deed.

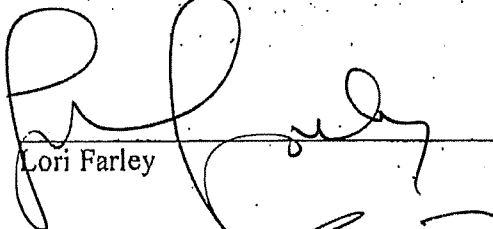

Notary Public
My commission expires Feb. 14, 2015

**WAIVER AND RELEASE OF CLAIMS
UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT**

WHEREAS, the parties hereto have agreed to the above terms;

LORI FARLEY, on behalf of herself, her heirs and her estate, hereby knowingly and voluntarily waives and releases any and all legal claims, known or unknown, under the Age Discrimination in Employment Act, 29 U.S.C.A. 621, that relate in any way to the "Released Claims" identified in the incorporated Release and Covenant Not to Sue against the State of Vermont, its officers, employees, agents and assigns, that have arisen at any time up to and including the instant at which she signs this agreement, providing the following:

- a. Farley does not waive rights or claims that may arise after the date this waiver is executed;
- b. Farley is hereby advised to consult with an attorney prior to executing this Agreement;
- c. Farley may have twenty-one (21) days from receipt hereof to consider this Agreement, but may elect to sign it before that period has expired; and,
- d. For a period of seven (7) days following the execution of the Agreement, Farley may revoke the agreement, and the Agreement shall not become effective or enforceable until the revocation period has expired.


Lori Farley

8/17/2014
Date

Witnessed: 

Printed name: EDWIN HOBSON

Address: 299 COLLEGE ST. BURLINGTON

Telephone: 863-2000

SETTLEMENT AGREEMENT

1. The State of Vermont agrees to pay \$ 200,000 (two hundred thousand dollars) to ~~Maureen McCaffrey~~ within 30 days of the date of this Agreement.
2. On this day, Maureen McCaffrey agrees to execute a General Release releasing the State of Vermont, its agencies, departments, officers, agents and employees and insurers from any and all claims. The General Release is attached and incorporated into this agreement as Exhibit A. The General Release referred to in this Paragraph does not waive any benefits accruing to claimant pursuant to a previous worker's compensation claim.
3. The State of Vermont agrees to place Maureen McCaffrey on paid administrative leave for a period of two years, to commence as of the date of this settlement agreement, with full benefits, including health, retirement, average overtime hours at time and a half based on her last two years average overtime hours as a TMW IV, plus snow season pay. At the end of the two years paid administrative leave, Maureen McCaffrey agrees to resign her position. Compensation hourly rate shall be based on the contract between the State and the VSEA for her position.
4. As of the date of this agreement, Maureen McCaffrey agrees that at no time will she apply for work with the State of Vermont and any of its agencies, departments, or offices, including, but not limited to, work as a permanent, exempt, temporary, or contractual employee. McCaffrey agrees that this paragraph shall not serve as the basis of any claim against the State of Vermont, and the General Release executed pursuant to Paragraph 2 of this Agreement shall serve to waive and release the State from any claims arising from this paragraph.
5. On this day, the Human Rights Commission agrees to dismiss as settled with prejudice, any and all complaints of discrimination filed by Maureen McCaffrey with the Commission, including but not limited to HRC # E06-0008.
6. The State of Vermont agrees to do the following:
 - a. Within 30 days of the date of this agreement, the State will post a formal bid for services of a consultant as further described below.
 - b. The consultant referred to in paragraph 6a above will be chosen by a three member panel comprised of: Sam Lewis, Director of Operations of Agency of Transportation, Wendy Love or her designee from the Commission on Women, and a third person agreed to by the other two panel members.
 - c. The consultant referred to in paragraph 6a. of this agreement will, within a reasonable period from the commencement of the consultant contract but not to exceed 90 days, conduct a meaningful and confidential assessment

(with the full support of management) as to the current state working environment in no fewer than three highway garages around the State where females are currently employed, including the garage in Morrisville. This assessment will be shared with the Agency of Transportation and the Human Rights Commission.

- d. The consultant referred to in Paragraph 6a above will, within a reasonable period of time from the commencement of services but not to exceed 120 days, recommend organizational changes to remedy any deficiencies found in the assessment, to include additional training of supervisors and district staff on communication skills, conflict resolution, team leadership, and harassment and discrimination in the workplace.
- e. The consultant referred to in Paragraph 6a above will, within a reasonable period of time from the commencement of services but not to exceed 150 days, design a training program intended to change identified inappropriate behaviors.
- f. The consultant referred to in Paragraph 6a above will, within a reasonable period of time from the commencement of services but not to exceed one year, conduct the training program and any other interventions recommended, and
- g. The consultant referred to in Paragraph 6a above will, within a reasonable period of time from the commencement of services, conduct a follow up evaluative assessment resulting in a written report to the Agency of Transportation and to the Human Rights Commission within 30 days of the date of completion of the training. Following this initial assessment, the consultant will conduct two annual evaluative assessments. These annual assessments will be shared with the Agency of Transportation and the Human Rights Commission.
- h. Any adjustments may be made to the times provided under this paragraph by mutual agreement of the panel members.

7. The parties agree that the Settlement Agreement constitutes the entire agreement of the parties and that no modifications of this agreement shall be valid except as made in writing and signed by all parties to the Settlement Agreement.

10-9-08
Date

10/9/08
Date

10-9-08
Date

Maureen S. McCaffrey
Maureen McCaffrey

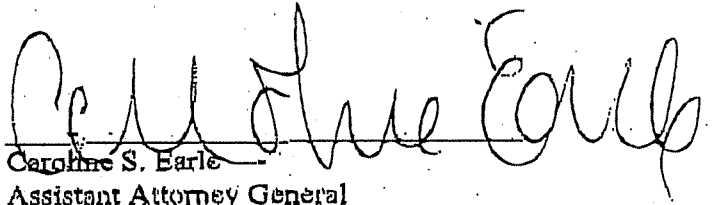
Samuel B. Lewis
Samuel B. Lewis
On Behalf of the Agency of Transportation

Robert Appel
Robert Appel
On behalf of the Human Rights Commission

As to form only:

10/9/08
Date

10/9/08
Date



Caroline S. Earle

Assistant Attorney General



Edwin Hobson

Attorney for Ms. McCaffrey

Attachment (Exhibit A: General Release)

EXHIBIT A**GENERAL RELEASE****- TO ALL TO WHOM THESE PRESENTS SHALL COME
OR MAY CONCERN:**

GREETINGS, KNOW YE, that I, **Maureen McCaffrey (Releasor)**, for and in consideration of the sum of \$200,000 (two hundred thousand dollars), lawful money of the United States of America to me in hand paid by the State of Vermont and in consideration of two years paid administrative leave with full benefits, the receipt whereof is hereby acknowledged, do hereby remise, release, and forever discharge, and by these presents do for myself, my heirs, executors and administrators, successors and assigns, remise, release, and forever discharge the said State of Vermont, its agencies, departments (including, but not limited to the Vermont Agency of Transportation), officers, agents, employees and insurers, successors and assigns, of and from any and all manner of action and actions, grievances, cause and causes of action, suits, debts, dues, sums of money, accounts, reckoning, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgment, extents, executions, claims and demands whatsoever from the beginning of the world to the day of the date of this release, including, but not limited to, any and all claims for damages, costs, medical bills, and/or for attorneys' fees in connection with, arising out of, or related to her employment with the State of Vermont and including any of the claims asserted by **Releasor** in the Human Rights Commission Claim # E06-0008

Releasor acknowledges and agrees that the release and discharge set forth above is a general release. **Releasor** expressly waives and assumes the risk of any and all claims for damages which exist as of this date, but of which the **Releasor** does not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which, if known, would materially affect her decision to enter into this Release. **Releasor** further agrees that she has accepted payment and promise of payment of the sums and terms specified herein as a complete compromise of matters involving disputed issues of law and fact.

Releasor agrees to indemnify and save harmless the said State of Vermont, its agencies, departments (including but not limited to the Vermont Agency of Transportation), officers, agents, employees, insurers, successors and assigns, on account of any sums of money, except the aforementioned sum, that **Releasor** may be compelled to pay because of the injury and damage suffered by **Releasor**.

Releasor further agrees to indemnify and save harmless the said State of Vermont, its agencies, departments (including but not limited to this Vermont Agency of Transportation), officers, agents, employees, insurers, successors and assigns, on account of any and all medical costs, bills, or liens for medical care or services incurred in connection with the injuries sustained by **Releasor** as a result of her employment with the

State of Vermont and incurred in relation to any of the claims asserted by Releasor in the Human Rights Commission Claim # E06-0008.

Releasor expressly acknowledges the payment made pursuant hereto is the compromise of a claim disputed both as to liability and damage. It is not and shall not be deemed to be an admission of liability, which liability is expressly reserved and denied.

This Release is to be read in conjunction with the Settlement Agreement, paragraph 2, which specifically excludes from this Release any benefits accruing to Releasor pursuant to a previous worker's compensation claim ^{EOP} _{MM}.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the 12 day of October, 2008.

IN PRESENCE OF:

[Signature]

Witness

[Signature]
Witness

[Signature]
Maureen McCaffrey, Releasor

STATE OF VERMONT
COUNTY OF CHITTENDEN, SS.

On this 12 day of October, 2008, before me personally appeared Maureen McCaffrey known to me (or satisfactorily proven) to be the person whose name she subscribed to the foregoing instrument and acknowledged that she executed the same for the purposes therein contained as her free act and deed.

[Signature]
Notary Public

My commission expires: 2/1/11



VT Human Rights Commission
14-16 Baldwin Street
Montpelier VT 05633-6301
www.hrc.state.vt.us

[phone] 802-828-2480
[phone] 802-828-2481
[phone] 877-294-9200
[phone] 1-800-416-2010

Robert Appel
Executive Director
[phone] 1-800-416-2010 Ext 21
[direct line] 802-828-2482
[facsimile] 802-828-2481
robert.appel@state.vt.us

March 19, 2009

Deborah Jones
5 Elm Street
Fair Haven VT 05743-1005

William B. Reynolds
General Counsel
Department of Human Resources
110 State Street
Montpelier VT 05620-3001

RE: Deborah Jones v. Department of Buildings and General Services
HRC Case No. E08-0005
EEOC Case No. 16K-2008-00040

Greetings:

On March 18, 2009 the Vermont Human Rights commissioners signed the enclosed Stipulation and Agreement. This case is now closed and the Commission will take no further action other than to follow up with the parties to ensure that all agreed upon actions have occurred. Please keep a copy of the signed agreement for your records.

Please call me if you have any questions. The Commission appreciates your efforts in reaching a settlement.

Sincerely,

Robert Appel
Executive Director

Enclosure: As noted above.

Deborah Jones v BGS
HRC Case No. E08-0005
EEOC Case No. 16K-2008-00040

STIPULATION AND AGREEMENT

NOW COMES the State of Vermont, the Department of Buildings and General Services ("BGS"), Vermont State Employees Association, Inc, ("VSEA") and Deborah Jones ("Jones"), (collectively known as "the Parties") to enter into a stipulation and agreement ("Agreement") as set forth below:

WHEREAS, Jones is employed by BGS as a Custodian II; and

WHEREAS, Jones has filed a Charge of Employment Discrimination against BGS at the Human Rights Commission, HRC Case No. E08-0005; and

WHEREAS, BGS contests the allegations made by Jones in HRC Case No. E08-0005; and

WHEREAS, the Parties desire to enter into a settlement and compromise of all claims and concerns related to this matter that were raised or could have been raised; and

WHEREAS, the Parties agree that this agreement is for their mutual convenience and does not constitute an admission of fact, wrongdoing or violation by either party and shall not be offered as evidence or constitute a precedent for any pending or future matter or proceeding, except for an alleged breach hereof;

WHEREAS, the Parties agree that this Agreement is supported by good and binding consideration in the form of the promises and obligations set forth below:

NOW THEREFORE, the Parties agree as follows:

1. Concurrent with the execution of this Stipulation and Agreement, Jones will execute (a) a General Release and Covenant Not to Sue, and (b) a Waiver and Release of Claims under The Age Discrimination in Employment Act, copies of which are attached hereto and incorporated herein.
2. This Agreement shall be effective upon the expiration date of the 7-day revocation period specified in the ADEA Waiver attached hereto and incorporated herein --- provided that Jones has not timely invoked her right of revocation. For purposes of the Agreement, this date shall be referred to as the "Effective Date."

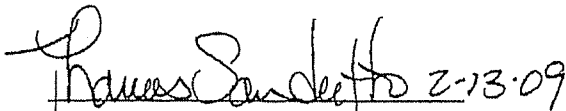
CONFIDENTIAL

3. Jones agrees that she shall submit a letter of resignation from employment effective as of the close of business March 27, 2009 for her official personnel file. Absent that letter, her signature hereto shall reflect her notice of resignation effective that date.
4. BGS accepts said letter of resignation and its decision to do so is irrevocable.
5. Notwithstanding any language to the contrary in Article 31 of the Collective Bargaining Agreement, Jones shall be placed on and allowed to remain on a Medical Leave of Absence (MLOA), utilizing her accrued leave balances until March 27, 2009 without the need to provide periodic medical certification of her inability to perform the requirements of her position. Once Jones has exhausted all paid leave she shall be placed on an unpaid MLOA through the aforementioned date and not beyond. While on unpaid MLOA, Jones shall not continue to accrue any form of leave.
6. Provided that Jones continues to pay her 20% share of her health insurance premium during the unpaid MLOA, BGS will continue to pay 80% of her health insurance premium during the unpaid MLOA, and shall also continue to pay for dental insurance and life insurance at the current levels.
7. Within 30 days of the effective date, Jones agrees that she shall dismiss with prejudice her charge of employment discrimination, HRC Case no. E08-0005 and any pending grievances, complaints or suits that she has against the State.
8. Within 30 days of the effective date, the State shall provide Jones with a lump sum payment in the amount of \$35,000.00 as consideration for the promises and releases contained herein. No deductions will be taken from this payment and Jones understands that she will be responsible for any taxes due.
9. Upon her resignation, the State agrees to pay off Jones' annual and compensatory time balances, if applicable. Jones understands and agrees that any payments for the leave balances will be processed through the payroll system and would be subject to all applicable deductions.

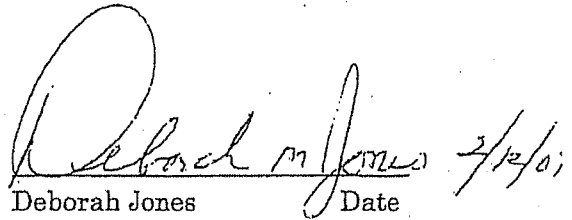
CONFIDENTIAL

10. The State agrees that it will not oppose any request that Jones may make for unemployment benefits. However, this Agreement does not prohibit the State from responding truthfully to any inquires from the Department of Labor regarding said requests to include providing a copy of this stipulation and agreement and the letter described in paragraph 11, below.
11. Upon her resignation, BGS will provide Jones with a letter of reference on BGS letterhead signed by Deputy Commissioner Thomas Sandretto confirming Jones' dates of employment (from March 8, 2006 to March 27, 2009), that Jones received overall ratings of "satisfactory" and "excellent" on her performance evaluations and that Jones voluntarily resigned from her position effective March 27, 2009.
12. Agency of Administration Human Resources will respond to inquiries and/or reference checks by confirming Jones' dates of employment and that Jones voluntarily resigned from her position effective close of business on March 27, 2009. No other information will be given, provided all such inquiries and/or reference checks are directed to Agency of Administration Human Resources Staff.
13. For a period of seven (7) years from the date of her resignation, Jones agrees that she will not apply for work with the State of Vermont, including, but not limited to, work as a permanent, exempt, temporary or contractual employee. Pursuant to this prohibition, the Parties agree that the State shall have the right to reject any applications filed by Jones for employment with the State of Vermont during the seven year period after her resignation. Jones agrees to forego any claims, grievances or suits relating to the rejection of her application for employment during the seven (7) year period and any time thereafter.
14. This Agreement resolves all pending legal issues of the Parties regarding this matter.
15. Jones acknowledges and agrees that she is not entitled to, nor shall she receive any other form of compensation or relief other than that which is expressly stated herein.

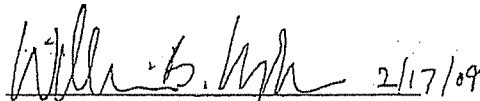
16. This Agreement sets forth all the terms of the Parties' understanding and there are no other promises or obligations other than what is specifically stated herein.
17. This agreement may not be amended or modified except by written instrument executed by all of the Parties hereto.
18. The Parties freely and voluntarily agree to all terms of the Agreement. Jones certifies she understands all the terms contained in this Agreement, that her decision to sign this Agreement is voluntary, and that it has been made knowingly, without coercion or undue influence, that she is not under any conservatorship or guardianship and that she has had an opportunity to consult with her VSEA representative.
19. This Agreement may be executed in counterparts, which together shall constitute one agreement. This Agreement is fully enforceable with signatures provided by facsimile transmission.

 2-13-09

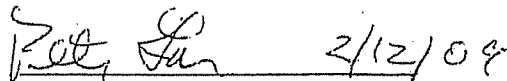
Thomas Sandretto Date
Deputy Commissioner
Department of Buildings and General Services

 2/12/09

Deborah Jones Date

 2/17/09

William B. Reynolds Date
General Counsel
Department of Human Resources

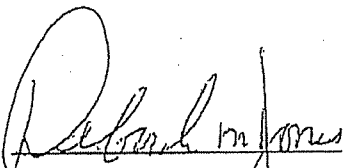
 2/12/09

Peter Garon Date
VSEA Representative

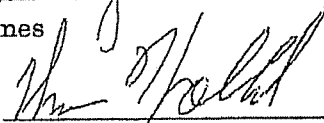
GENERAL RELEASE & COVENANT TO NOT SUE

1. Deborah Jones ("Jones"), on behalf of herself, her heirs, executors, administrators, successors, or assigns agrees to release and hold harmless the State of Vermont, all departments and agencies thereof, and all present and former employees, officers, agents, representatives, contractors, successors, and assigns of the State, for all claims and matters whatsoever arising from the beginning of time through the date of the execution of this release, for all claims and causes of action, whether known or unknown, in any forum, judicial or administrative, that relate in any manner at all to Jones' employment with the State of Vermont, including but not limited to all disputes existing with respect to the matters giving rise to this Agreement, all of which are hereinafter called the "Released Claims." The Released Claims include, without limitation, any rights or claims arising under Title VII of the Civil Rights Act of 1964, as amended, the Civil Rights Act of 1991, The American Disabilities Act, The ADA Amendments Act of 2008, the Family and Medical Leave Act, as amended, Vermont's Fair Employment Practices Act, or arising under any other federal, state and local laws and regulations prohibiting employment discrimination. Jones covenants and agrees not to sue the State of Vermont, all departments and agencies thereof, and all present and former employees, officers, agents, representatives, contractors, successors, and assigns of the State, in any capacity whatsoever, including both individual and official capacities, for any of the Released Claims.
2. This release includes three exceptions that appear in this paragraph and no other exceptions:
 - a. Jones does not waive her right to request representation under 3 V.S.A. §§1101 and 1102, or to seek indemnification under 12 V.S.A. § 5606, in the event she is sued for acts arising from her employment. Jones agrees that the inclusion of these exceptions shall not be considered a promise or an indication that representation will be provided by the State or that she will be indemnified;

- b. Jones does not waive her right to any grievance or other claim of legal liability against the State of Vermont, its officers, agents, employees, or assigns, which has or may arise from the alleged breach of the terms of this Agreement when recourse is necessary to enforce such terms; and
- c. Jones does not waive her right to continue and/or pursue any Workers' Compensation claims she is or may become entitled to under Vermont's Workers' Compensation statutes, 21 V.S.A. §§601 *et seq.*
3. Jones acknowledges that she has granted this General Release voluntarily and with the advice of her VSEA representative.


Deborah Jones

2-12-09
Date

Witnessed: 

Printed Name: Thomas Holland

WAIVER AND RELEASE OF CLAIMS
UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT

WHEREAS, the Parties hereto have agreed to the above terms;

Deborah Jones ("Jones"), on behalf of herself, her heirs and her estate, hereby knowingly and voluntarily waives and releases any and all legal claims, known or unknown, under the Age Discrimination in Employment Act, 29 U.S.C.A § 626, that relate in any way to her employment with the Department of Buildings and General Services, against the State of Vermont, its officers, employees, agents, and assigns, that have arisen at any time up to and including the instant at which she signs this Agreement, providing the following:

a. Deborah Jones does not waive rights or claims that may arise after the date this waiver is executed; and

b. Jones is hereby advised to consult with an attorney prior to executing this Agreement and Jones acknowledges that she has been advised in writing to consult with an attorney before signing this Agreement; and

c. Jones has read this Agreement, understands its content, and has been given a copy of this Agreement. Jones has been given twenty-one (21) days from receipt hereof to review and consider this Agreement, ask questions and have problems resolved, but may elect to sign it before that period has expired; and

d. For a period of seven (7) days following the execution of this Agreement, Jones may revoke this waiver of claims under the Age Discrimination in Employment Act, and this Agreement shall not become effective or enforceable until this revocation period has expired.

Deborah Jones 2-12-09

Deborah Jones Date

Thomas Holland 2-12-09

Witness Signature Date

Thomas Holland

Witness Printed Name

5 Elm St
Witness Address (line 1)

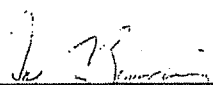
Fair Haven, VT
Witness Address (line 2)

802-342-1313
Witness Phone Number

This Stipulation and Agreement is hereby approved and the Human Rights Commission will take no further action regarding Charge No. E08-0005, except to enforce the terms of this agreement.

Dated at Montpelier, Vermont, this 18th day of March, 2009.


By: VT HUMAN RIGHTS COMMISSION




Joseph Benning, Chair

Absent

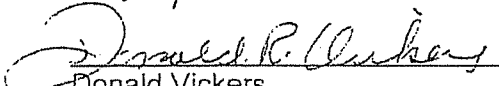
Nathan Besio



Shirley Boyd Hill



Mary Marzec-Gerdor



Donald Vickers