United States Equal Employment Opportunity Commission

[Field Office]

[*or* U.S. Department of the Interior, Bureau *for informal Complaint resolution*]

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| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, | ) | EEOC No.:  |
|  Complainant, | ) |  |
|  | ) | Agency Number DOI-[Bureau]-13-0000 |
|  v. | ) |  |
|  | ) |  |
| Sally Jewell, Secretary, | ) |  |
|  U.S. Department of the Interior, | ) |  |
|  Agency. | ) |  |
|  | ) |  |

**SETTLEMENT AGREEMENT AND RELEASE**

 \_\_\_\_\_\_\_\_\_\_ (Complainant) and the U.S. Department of the Interior (Agency), **[identify Bureau]**, acting by and through its authorized representative, **[name of Agency/Bureau Official],** mutually agree to the following terms and conditions, and knowingly and voluntarily enter into this written SETTLEMENT AGREEMENT AND RELEASE (Settlement Agreement), a document which fully and finally resolves all claims made by Complainant arising from and associated with the above-captioned complaint filed with the U.S. Equal Employment Opportunity Commission (the Complaint) or with the Department of the Interior.

**PREMISES/RECITALS**

 WHEREAS, on or about **[date]**, Complainant filed the above-captioned Complaint based upon **[sex/national origin/race/color/religion/disability/reprisal/genetic information]**;

 WHEREAS, Complainant desires to settle all claims or potential claims, asserted or unasserted, related to or arising from **his/her** employment with the **[Bureau/Office]** and knowingly and voluntarily agrees to settle all issues arising from, or which could have arisen from and associated with the Complaint, and Complainant and the Agency seek to avoid further administrative and/or judicial litigation in accordance with the terms and conditions hereinafter set forth;

 NOW THEREFORE, in consideration of these premises, Complainant and the Agency intend to be legally bound by, and knowingly, voluntarily, and mutually agree to, the terms and conditions described fully below.

**TERMS AND CONDITIONS**

1. **Effective Date**. This Settlement Agreement shall become effective as of the date the Agreement is signed by all parties and after expiration of the revocation period as outlined in Paragraph 6 of this Agreement.
2. **Effect of Signatures**. The signatures affixed to this Settlement Agreement establish that Complainant and **the Department of the Interior** (a) have read this entire document, (b) have knowingly, voluntarily, and in good faith entered into this Settlement Agreement, (c) have not been induced by or through fraud, misrepresentation, duress, threat, or coercion, (d) fully understand all terms and conditions described in this Settlement Agreement, (e) agree with all terms and conditions described in this Settlement Agreement, and (f) agree to satisfy and perform, in good faith, the terms and conditions described in this Settlement Agreement.
3. **No Other Complaints Made by Complainant.**Complainant represents that, with the exception of this Complaint, **s/he** has not filed or made any other complaint, grievance, claim, or appeal against the Agency or any of its employees in any judicial or administrative forum.
4. **Complainant’s Self-Executing Dismissal With Prejudice**. On the effective date of this Settlement Agreement, Complainant voluntarily and automatically withdraws and dismisses with prejudice the Complaint identified as \_\_\_\_\_\_\_\_\_\_\_\_\_ ***[Complainant]*** *v. Sally Jewell, Secretary, U.S. Department of the Interior*, Agency No. DOI-**[Bureau]**-13-0000. This executed Settlement Agreement shall constitute Complainant’s written, knowing, voluntary, and automatic withdrawal and dismissal with prejudice of the Complaint.
5. **Complainant’s Knowing and Voluntary Release of All Claims**. In exchange for the valuable consideration provided to and acknowledged by Complainant and described fully in this Settlement Agreement, Complainant voluntarily agrees for **her/him**self and **her/his** heirs, executors, administrators, representatives (legal and personal) and assigns, to fully and forever release and discharge the Agency (including all Agency officers, employees, agents, servants, instrumentalities, representatives, administrators, successors, and assigns), from any and all matters, issues, complaints, claims, actions, grievances, demands, damages, expenses, and liabilities of every kind or nature whatsoever, that Complainant has raised, could have raised, or contemplated raising, arising directly or indirectly from any acts, omissions, incidents, or circumstances arising out of or relating to Complainant’s employment with the Agency, up to and including the date Complainant signs this Settlement Agreement. This release of claims includes, but is not limited to, Complainant’s knowing, voluntary, and complete release, waiver, withdrawal, and dismissal of, however designated, all grievances, complaints, demands, appeals, claims, issues or causes of action in any forum, administrative or judicial, pursuant to the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. §§ 621 *et seq.;* Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000e *et seq.;* and the Rehabilitation Act of 1973, as amended, 29 U.S.C. §§ 701 *et seq.* Complainant further acknowledges and agrees that **s/he** has consulted with counsel, who approves of this Settlement Agreement as signified by the attorney’s signature below, or Complainant has freely and knowingly chosen not to consult with counsel regarding the terms and conditions contained in this Settlement Agreement.
6. **Age Discrimination in Employment Act Statement.** Pursuant to and consistent with 29 U.S.C. § 626(f), Complainant acknowledges and agrees that **s/he** has read this Settlement Agreement and fully understands its terms and conditions, and has entered into this Settlement Agreement knowingly and voluntarily and of **her/his** own free will. Complainant further acknowledges that **s/he** has been given twenty-one (21) days to consider this Settlement Agreement, which documents the valuable consideration provided to Complainant. Complainant acknowledges, understands, and agrees that if **s/he** signs this Settlement Agreement within twenty-one (21) days of **her/his** receipt of the Settlement Agreement, **her/his** signature on this Settlement Agreement shall constitute a knowing and voluntary waiver of the right to a 21-day consideration period. Complainant also acknowledges and understands that, no later than seven (7) days following the date on which **s/he** signs this Settlement Agreement, **s/he** may revoke this Settlement Agreement by providing written notice to the Director, Office of Civil Rights, Mailstop 4310, 1849 C Street, N.W. Washington, D.C. 20240. For such revocation to be valid, it must be delivered so that it is received on or before the expiration of the seven (7) day revocation period. Complainant acknowledges that this Settlement Agreement constitutes written advice to consult with an attorney before signing this Settlement Agreement. By signing this Settlement Agreement, Complainant understands that **s/he** is not waiving any rights or claims under the ADEA that may arise after the date **s/he** signs this Settlement Agreement.
7. **No Other Consideration**. Complainant agrees that, with the exception of the consideration specifically described in this Settlement Agreement, **s/he** is not entitled to any other consideration, monetary amounts, back pay, compensatory damages, interest, unpaid benefits, or any other costs or compensation in connection with (a) the resolution of the Complaint and (b) the resolution of other pending or contemplated claims dismissed, waived, withdrawn, and released in accordance with the terms of this Settlement Agreement.
8. **Complainant Solely Responsible for Paying Her/His Attorney’s Fees and Costs**. Complainant shall be completely responsible for paying the entire amount of any and all attorney’s fees and costs that **s/he** may have incurred or did incur in connection with, or prior to, filing, advancing, processing, and resolving (a) the Complaint, and (b) the pending or contemplated claims dismissed, waived, withdrawn, and released in accordance with the terms of this Settlement Agreement.
9. **No Confidentiality**. Nothing in this Settlement Agreement shall be construed as a confidentiality provision.
10. **No Precedential Value**. This Settlement Agreement shall neither establish any precedent nor be used to justify similar terms in any subsequent appeal, complaint, claim, case, or matter before the U.S. Merit Systems Protection Board; the U.S. Equal Employment Opportunity Commission; the U.S. Office of Special Counsel; the Federal Labor Relations Authority; the Agency’s Office of Inspector General; the Agency’s Office of Hearings and Appeals; or any other administrative or judicial body or forum.
11. **No Admission of Liability**. This Settlement Agreement shall not in any way constitute an admission or concession from the Agency that its employees, or other employees of the Federal government, committed any harmful procedural error, engaged in any prohibited personnel practice, treated Complainant in a discriminatory or retaliatory manner, or violated any Federal or State laws, rules, regulations, or policies and any such actions are specifically and individually denied. In addition, the Agency, its officers, employees, agents, servants, instrumentalities, representatives, administrators, successors, and assigns specifically deny that they individually or collectively committed any harmful procedural error, engaged in any prohibited personnel practice, treated Complainant in a discriminatory or retaliatory manner, or violated any Federal or State laws, rules, regulations, or policies. This Settlement Agreement is entered into by Complainant and the Agency for the purpose of compromising disputed claims and avoiding the expenses and risks of litigation, not for the purpose of assigning blame or validating the claim(s) made in the Complaint, and/or other pending or contemplated claims dismissed, waived, withdrawn, and released in accordance with the terms of this Settlement Agreement.
12. **Merger Clause**. This Settlement Agreement represents the complete understanding between Complainant and the Agency, and supersedes all other written or verbal (express or implied) agreements that Complainant and the Agency discussed or exchanged or considered and that address the Complaint, and/or other pending or contemplated claims dismissed, waived, withdrawn, and released in accordance with the terms of this Settlement Agreement.
13. **Amendments/Modifications in Writing**. This document constitutes the final and complete statement of the terms contained in the Settlement Agreement and agreed to by the parties. There are no other terms expressed or implied. The terms of this Settlement Agreement may not be modified or renegotiated unless in writing and by mutual written consent signed by Complainant and the Agency, acting by and through an authorized Agency/Bureau representative.
14. **Severability**. If any paragraph or portion of this Settlement Agreement is determined to be unenforceable, the rest and remainder of this Settlement Agreement shall remain in full force and effect.
15. **Process Related to Allegations of Agency Non-Compliance**. Complainant and the Agency enter into this Settlement Agreement consistent with and guided by the authority contained in 29 C.F.R. §§ 1614.504 and 1614.603, and agree that the terms of this Settlement Agreement shall bind Complainant, the Agency, their respective employees, officials, agents, representatives, successors, and assigns. If Complainant believes that the Agency has failed to comply with the terms of this Settlement Agreement, **s/he** shall, in accordance with 29 C.F.R. § 1614.504(a), provide written notice to the Department’s Director of the Office of Civil Rights, U.S. Department of the Interior, of the alleged noncompliance within thirty (30) days of the date on which **s/he** knew or should have known of the alleged noncompliance. Complainant may request (a) that the terms of the Settlement Agreement be specifically implemented, or (b) that the Complaint be reinstated for further processing from the point at which processing ceased. Complainant agrees that if **s/he** elects to reinstate the Complaint from the point at which processing ceased, **s/he** shall return to the Agency, within thirty (30) days of reinstatement of the Complaint, all benefits and consideration which **s/he** received pursuant to the terms and conditions of this Settlement Agreement.
16. [Specific term reviewed and mutually accepted by Complainant and the Agency. ]
17. [Specific term reviewed and mutually accepted by Complainant and the Agency.]
18. **Duplicate, Faxed and Electronic Copies as Originals**. This Settlement Agreement may be executed in any number of counterparts. Executed duplicate, faxed, and electronic copies of this Settlement Agreement shall represent originals and have the same force and effect as an original.

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[Complainant’s Name] Date [Agency Official’s Name] Date

Complainant Title

 Division

 Region

 Bureau

 U.S. Department of the Interior

AS TO FORM:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Complainant Representative’s Name Date

Complainant’s Representative