Settlement Agreement

APPELLANT:

AGENCY:

EEOC APPEAL NUMBER:

AGENCY CASE NO.:

Preliminary Statement

In the interest of closure and in the mutual resolution of their differences, the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**[Name of agency]** and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**[Name of appellant]** entered into this Settlement Agreement on this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_. The parties sign this Agreement in exchange for the good and valuable consideration set forth herein, which, absent this Agreement, neither party is obligated to provide to the other and the adequacy of which is hereby acknowledged.

Terms and Conditions

1. In exchange for the promises made by the agency in this Agreement, the appellant agrees not to institute a law suit under **[Title VII of the Civil Rights Act of 1964, as amended, (Title VII), the Age Discrimination in Employment Act of 1967 as amended, (ADEA), the Rehabilitation Act of 1974, as amended, (Rehab Act)]** based on EEOC Appeal Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

2. Further, the appellant agrees that submission of this Agreement to the Equal Employment Opportunity Commission (Commission) will constitute a request for closure of EEOC Appeal Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

3. It is understood that this agreement does not constitute and shall not be construed as an admission of liability or wrongdoing by the agency under **[Title VII of the Civil Rights Act of 1964, as amended, (Title VII), the Age Discrimination in Employment Act of 1967 as amended, (ADEA), the Rehabilitation Act of 1974, as amended, (Rehab Act)]**, with respect to the appellant's claims set forth in EEOC Appeal Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

4. The agency agrees:

1. **[Insert appropriate provisions]**

5. The parties understand the terms of this Agreement and enter into it voluntarily.

6. This document constitutes a final and complete statement of the Agreement between the parties. There shall be no modifications or amendments to this Agreement unless they are in writing, signed by the parties.

7. The parties agree that in the event that the appellant believes that the agency has failed to comply with the terms of this agreement, the procedures set forth at 29 C.F.R. Section 1614.504 shall govern. Appellant shall notify the agency's EEO Director, in writing, of the alleged noncompliance within 30 days of when the appellant knew or should have known of a breach of this agreement. The appellant may request that the terms of the settlement agreement be specifically implemented or, alternatively, that the complaint be reinstated for further processing from the point processing ceased. The agency shall resolve the matter and respond to the appellant in writing. If the agency has not responded to the appellant, in writing, or if the appellant is not satisfied with the agency's attempt to resolve the matter, the appellant may appeal to the Commission for a determination as to whether the agency has complied with the terms of the settlement agreement or final decision. The appellant may file such an appeal 35 days after **[he/she]** has served the agency with the allegations of noncompliance, but must file an appeal within 30 days of **[his/her]** receipt of an agency's determination.

8. The appellant knowingly and voluntarily waives all rights under the Age Discrimination in Employment Act of 1967 (ADEA) which pertain to allegations of age discrimination as specified in the appellant's complaint. Federal law provides that the appellant may have 21 days from receipt of the agreement to review and consider this agreement before signing it. The appellant further understands that he/she may use as much of this 21-day period as he/she wishes prior to signing and delivering this agreement. Federal law further provides that the appellant may revoke this agreement within seven (7) days of the appellant's signing and delivering it to the agency. Federal law also requires us to advise the appellant to consult with an attorney before signing this agreement. Having been informed of these rights, and after consultation with his/her counsel, appellant waives these rights. **[ADEA Clause]**

9. This Agreement shall be effective as of the last date on which the parties sign on the lines provided below.

|  |  |
| --- | --- |
| [Name of Appellant] | [Name of Agency] |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_ | Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_ |

Attorney's Fees

to pay the appellant in the amount of [$\_\_\_\_\_\_\_\_\_\_\_ ] for attorney's fees and costs within thirty (30) calendar days of the date of this Agreement.

Compensatory Damages

to pay compensatory damages in the amount of **[Amount]** to the appellant within 30 calendar days of the date of this Agreement. The appellant acknowledges that this settlement payment is taxable, and agrees to pay all applicable taxes.

Backpay

to award appellant backpay with interest and other benefits, including subsequent within grade salary increases within 30 calendar days of the date of this Agreement.

Reinstatement/Promotion

to reinstate/promote appellant into the position of **[Title], [GS Level]**, at its **[City, State]** facility, **[or another facility, if mutually agreed to by both the agency and appellant, retroactive to (Date)]**, within 30 calendar days of the date of this Agreement.

Neutral Reference

to provide a neutral reference regarding appellant, that is, the agency will confirm his/her dates of employment, his/her last job title, his resignation for personal reasons, and his/her annual salary at termination. Within 15 days of the date of this Agreement, the agency will provide appellant with a letter of reference on its letterhead.

Unemployment Compensation

not to oppose a claim of unemployment compensation by the appellant.

Resignation with File Expungement

to issue, within 30 calendar days of the date of this Agreement, an SF-50 and other appropriate personnel forms, certifying that the appellant voluntarily resigned for personal reasons, effective **[Date]**. The agency also agrees to provide the appellant with a clean record by expunging all references to the **[Adverse Action]** from **[his/her]** official personnel file.

Outplacement Service

to pay a reasonable fee (not to exceed **Amount**) to an outplacement service that the appellant retains in order for **[him/her]** to secure a new job. The fee will be paid upon the appellant providing to the agency the appropriate documentation for the outplacement service.

Apology

to provide the appellant with a written apology letter, which shall be kept strictly confidential, within 30 calendar days of this Agreement.

Retaliation

that there shall be no discrimination or retaliation of any kind against the appellant as a result of filing this charge or against any person because of opposition to any practice deemed illegal under **[the Rehabilitation Act, the ADEA, or Title VII]**, as a result of filing this complaint, or for giving testimony, assistance or participating in any manner in an investigation, proceeding or a hearing under the aforementioned Acts.

Confidentiality

Except as may be required under compulsion of law, the parties agree that they shall keep the terms, amount, and fact of settlement strictly confidential and promise that neither they nor their representatives will disclose, either directly or indirectly, any information concerning this settlement (or the fact of settlement) to anyone, including but not limited to past, present, or future employees of the agency who do not have a need to know about the settlement. Employees who have a need to know about the settlement include **[Names]**.

Non-Disparagement

The parties agree that neither they nor their representatives will disparage the other party. Disparage as used herein shall mean any communication, or written, of false information or the communication of information with reckless disregard to its truth or falsity. The agency also agrees that it shall not make any statements, either internally or externally, that reflect adversely on appellant's job performance. In the event of a request for employment references, the agency will confirm appellant's dates of employment, **[his/her]** last job position, and **[his/her]** annual salary at termination.