**SETTLEMENT AGREEMENT: NON-EEO CASES**

This Settlement Agreement (“Agreement”) is entered into by and between [Insert name of employee] (“Employee”) and the Department of Veterans Affairs, [specify the administration or staff office] (“Agency”), collectively referred to as the “Parties.” For and in consideration of the promises and covenants herein contained, the Parties hereby agree that:

1. **Withdrawal and Waiver:**

In consideration of the settlement terms referenced in Paragraph 2 and any other covenant made by the Agency in this Agreement, Employee hereby voluntarily waives, withdraws, and forever discharges the Agency from any and all actions, claims, complaints, EEO complaints, grievances, appeals, proceedings, and court actions, of whatever nature and in any stage of processing and in any forum, filed against the Agency, its past and present officers and employees, in their personal as well as their official capacities, concerning any act that took place prior to the date on which the Employee executed this Agreement.

1. **Agency Obligation(s):**

As due consideration for the Parties’ mutual undertakings and obligation(s) provided for in this Agreement, including but not limited to Employee’s immediate dismissal of all complaints discussed heretofore, the Parties hereby agree to the following:

1. (Specify, in detail and including timeframes, whatever terms have been agreed upon-ensure that every deadline is reasonable!)
2. **Enforcement:**

If the Employee believes that the Agency has not complied with the terms of this Agreement, the Employee may notify the ADR Program Administrator in writing within thirty (30) calendar days of the effective date of the alleged violation, requesting that the terms of the Agreement be specifically implemented. Alternatively, the Employee may request to return to mediation to resolve any compliance issues.

1. **Further Understandings:**
2. This Agreement does not constitute and shall not be construed as an admission of guilt, liability, wrongdoing, or violation of any federal or state statute or regulation by the Agency or the Employee and is entered into solely to resolve the subject matter of this Agreement. This Agreement and any provided settlement hereunder is made solely in consideration of the covenants made herein and to avoid further cost and expense associated with the allegations and claims made by the Employee.
3. This Agreement constitutes the entire understanding between the Parties and fully supersedes any and all prior agreements or understandings pertaining to the subject matter. No other oral or written terms or commitments exist between the Parties.
4. This Agreement addresses unique circumstances and shall not serve as a precedent or past practice for resolving any other matter involving the Agency.
5. If applicable, the Aggrieved Person/Complainant acknowledges that the Defense Finance and Accounting Services (DFAS) is a separate entity that administers payments and restores leave. The Agency exercises no control over, nor is the principle of, DFAS.  The Agency will make all reasonable efforts within ( ) calendar days of the date on which the Employee executed this Agreement to submit to DFAS any paperwork necessary to process an administrative payment or restore leave; however, the Agency makes no representation concerning when DFAS will complete agreed upon payments or leave restoration, if any.
6. The Employee shall be solely responsible for the payment of attorney fees and costs, if any, related to prosecution of complaints and other actions against the Agency referenced in paragraph 1.
7. The Employee shall be solely responsible for the payment of all taxes, if any, attributable to this Agreement. The Agency makes no representations concerning the tax consequences of this Agreement.
8. If a binding determination is made that any term(s) of this Agreement is/are unenforceable, such unenforceability shall not affect any other provisions of this Agreement, and the remaining terms of this Agreement shall, unless prohibited by law, remain effective as if such unenforceable provision(s) was/were never contained herein.
9. The Employee enters into this Agreement voluntarily without duress or coercion. The Employee fully understands all the terms of this Agreement and is aware of the right to consult an attorney. Further, the Employee has not waived any rights or claims that may arise after this Agreement is executed or that the Employee is otherwise entitled.

**5. Solely as to any claim of discrimination based on age, 40 years or older, the Parties agree that this Agreement complies with the requirements of the Age Discrimination in Employment Act and the Older Workers Benefit Protection Act.  In particular, The Employee is hereby advised of the following:**

a. The Employee is advised to consult with an attorney before signing and delivering this Agreement.  However, the decision whether to consult with an attorney rests with the Employee.

b.   The Employee is advised to read the entire Agreement and to seek clarification of any provision(s) (s)he does not fully understand before signing this Agreement.

c.   The Employee is advised that (s)he has not waived any rights or claims that may arise after the date of the Agreement.

d.   The Employee is advised that (s)he has not waived any rights or claims to benefits to which (s)he is entitled.

e.   The Employee is advised that (s)he has twenty-one (21) days from the date of receipt of this Agreement to consider its terms. Should the Employee sign this Agreement before the twenty-first (21st) day, Employee’s decision to accept a shortening of this period must be knowing and voluntary and must not be induced by the Agency or by anyone else through fraud, misrepresentation and/or a threat to withdraw or alter the terms of this Agreement. By signing this settlement before the expiration of 21-day consideration period, the Employee acknowledges that he/she has knowingly and voluntarily waived the consideration period.

f.    The Employee is advised that (s)he has seven (7) days from the date that all Parties have signed this Agreement to revoke this Agreement.  The Employee may revoke this Agreement by delivering written notice of revocation to the Office of Chief Counsel at the following address:

**Department of Veterans Affairs**

**Office of Chief Counsel**

*(Name of Chief Counsel)*

*(Street Address of Chief Counsel)*

*(City, State and Zip Code of Chief Counsel)*

*(Telephone Number of Chief Counsel)*

*(Fax number of Chief Counsel)*

*(Email of Chief Counsel)*

g. The Employee’s relinquishment of these claims and rights is specifically conditioned upon the Agency’s performance of the actions set forth herein.

This Agreement shall be effective upon the last required signature identified below or, in the case of a claim of age discrimination, upon expiration of the 7-day revocation period.

**FOR THE EMPLOYEE:**

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**Employee’s Name Date**

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**Representative's Name (if any) Date**

**FOR THE DEPARTMENT:**

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**Management Official’s Name Date**

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**Representative's Name (if any) Date**

**REQUIRED LEGAL SUFFICIENCY REVIEW BY AGENCY COUNSEL**

Please note that OGC review of this Agreement is only as to its **form and legality**.  The OGC attorney whose signature appears below makes no representations as to the advisability or appropriateness of the settlement terms contained herein.

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Counsel for the Agency Date**