**SETTLEMENT AGREEMENT: EEO CASES**

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

**WHEREAS**, the Parties to this Agreement wish to fully and finally resolve and settle all claims between them arising out of all claims, complaints, and actions Aggrieved Person/Complainant has or may have against the Agency, including, but not limited to, claims under Title VII of the Civil Rights Act, as amended, claims of emotional distress, or physical injuries that allegedly arose from emotional stress, and any other federal or state claim, including both civil or criminal claims.

1. **Withdrawal and Waiver:**
2. In consideration of the settlement terms referenced in Paragraph 2 and any other covenant made by the Agency in this Agreement, Aggrieved Person/Complainant hereby voluntarily withdraws any and all pending informal and formal EEO complaints, any appeals to the Merit Systems Protection Board, any complaints before the Office of Special Counsel, any grievances, whether formal or informal, any court actions, and all other claims arising under any federal, state, or local law, regulation, or ordinance, against the Agency, its past and present administrators or employees, in their personal or official capacities, in any stage of processing in their entirety, including, but not limited to, EEO Case No(s). \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
3. Except as provided for in this Agreement and in exchange for the terms provided, Aggrieved Person/Complainant hereby settles, waives, withdraws, and forever discharges the Agency, it’s past and present administrators or employees, in their personal or official capacities, from any and all complaints, claims, grievances, appeals, expenses, and damages of any kind, which are or may be asserted by the Aggrieved Person/Complainant or on the Aggrieved Person/Complainant’s behalf, based on any event occurring before the Aggrieved Person/Complainant’s execution of this Agreement.
4. **Agency Obligations:**

As due consideration for the Parties’ mutual undertakings and obligation(s) provided for in this Agreement, including but not limited to Aggrieved Person/Complainant’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 Aggrieved Person/Complainant believes that the Agency has breached this Agreement, he/she must notify the Deputy Assistant Secretary for Resolution Management (ORM) in writing, within 30 calendar days after the date of the alleged breach. If ORM determines a breach has occurred, the Aggrieved Person/Complainant may elect to have this Agreement implemented, or to have any waived or withdrawn complaint(s) or other actions reinstated and processed from the point in the process where processing ceased. Pursuant to 29 CFR §1614.504, the Aggrieved Person/Complainant may appeal to the Equal Employment Opportunity Commission (EEOC) if he or she believes that the Agency has either not fully implemented this Agreement or has improperly failed to reinstate his or her complaint.

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 Aggrieved Person/Complainant 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 Aggrieved Person/Complainant.
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 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 Aggrieved Person/Complainant 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 Aggrieved Person/Complainant shall be solely responsible for the payment of attorney fees and costs, if any, related to prosecution of discrimination complaints and other actions against the Agency referenced in paragraph 1.
7. The Aggrieved Person/Complainant 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. This Agreement shall be made a part of the record of the Aggrieved Person/Complainant's above-referenced discrimination complaint(s) and remains enforceable under the jurisdiction of the EEOC following dismissal of this case.
9. 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.
10. This Agreement may not be amended or modified except by a writing signed by all Parties. Further, the Parties agree and acknowledge no presumption or conclusion of any kind shall be drawn against the drafter(s) of this Agreement. The Parties also agree and acknowledge that both the Aggrieved Person/Complainant and the Agency contributed to the final version of this Agreement through comments and negotiations.
11. The Aggrieved Person/Complainant enters into this Agreement voluntarily without duress or coercion. The Aggrieved Person/Complainant fully understands all the terms of this Agreement and is aware of the right to consult an attorney. Further, the Aggrieved Person/Complainant has not waived any rights or claims that may arise after this Agreement is executed or that the Aggrieved Person/Complainant 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 Aggrieved Person/Complainant is hereby advised of the following:**

a. The Aggrieved Person/Complainant 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 Aggrieved Person/Complainant.

b.   The Aggrieved Person/Complainant 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 Aggrieved Person/Complainant is advised that (s)he has not waived any rights or claims that may arise after the date of the Agreement.

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

e.   The Aggrieved Person/Complainant is advised that (s)he has twenty-one (21) days from the date of receipt of this Agreement to consider its terms.  Should the Aggrieved Person/Complainant sign this Agreement before the twenty-first (21st) day, the Aggrieved Person’s/Complainant’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 Aggrieved Person/Complainant acknowledges that he/she has knowingly and voluntarily waived the consideration period.

f.    The Aggrieved Person/Complainant is advised that (s)he has seven (7) days from the date that all Parties have signed this Agreement to revoke this Agreement.  Aggrieved Person/Complainant 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 Aggrieved Person/Complainant’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 AGGRIEVED PERSON/COMPLAINANT:**

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

**Aggrieved Person/Complainant’s Name Date**

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

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

**FOR THE DEPARTMENT:**

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

**Authorized Agency Official’s Name Date**

**REQUIRED LEGAL SUFFICIENCY REVIEW BY AGENCY COUNSEL**

Please note that OGC review of this settlement 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**