

In the Matter of Mediation Between:

,

and

This agreement (does/does not) need to be approved. See below.

AGREEMENT

The parties noted above and their representatives have agreed to the following settlement terms:

1. (Name) will withdraw EEO complaint (identifying information) with prejudice within \_\_\_\_\_ calendar days after receipt of final approval and concurrence of this agreement. The withdrawal notices will be sent to the (EEOC, EEM or whoever else is appropriate) with a copy to \_\_\_\_\_.

(Alternatively, if the Agreement does not need to be approved: (Name) hereby withdraws with prejudice EEO complaint.....)

2.

3.

4. The dates by which the parties agree to take any of the above actions in which dates are not listed are:

5. By signing this Agreement, (Name) knowingly and voluntarily waives (his/her) rights under the Age Discrimination in Employment Act, as amended, 29 U.S.C. section 621, et. seq. In so doing, (Name) represents and affirms the following:

- a. (Name) understands this Agreement, as written;
- b. (Name) does not waive any right or claim arising after the date of execution of this Agreement;
- c. (Name) waives (his/her) rights or claims in exchange for what is discussed in the paragraphs above;

- d. (Name) acknowledges that (he/she) is hereby advised in writing to consult an attorney prior to executing this Agreement;
- e. (Name) is being given twenty-one calendar days in which to consider this Agreement; and
- f. (Name) may revoke this Agreement within seven calendar days after (he/she) signs this Agreement, and the Agreement shall not become effective or enforceable until the revocation period has expired.

6. This Agreement is not an admission by the Agency, its employees or any party of a violation of any law, rule or regulation.

7. This Agreement resolves all issues as of the date of the execution of this Agreement. No additional complaints, grievances, appeals or other similar actions will be filed by (Name) or on (his/her) behalf that could have been brought or filed to the date of this Agreement against the Department of Defense, the Defense Logistics Agency, and any of their components, commands, field activities, agents, officers, or employees.

This release includes without limitation or exhaustion: matters that could be raised before a grievance arbitrator, the Federal Labor Relations Authority, the Merit Systems Protection Board, the Equal Employment Opportunity Commission, all Federal and State courts of any kind or level, and any administrative body not specifically named herein. Furthermore, this release includes without limitation or exhaustion: all claims arising under Title VII of the Civil Rights Act of 1964, Rehabilitation Act/Americans with Disabilities Act, Age Discrimination in Employment Act of 1967, Older Workers Benefit Protection Act, or any other Federal or state anti-discrimination laws.

8. This Agreement will not establish any precedent, nor will it be used by any party or representative to seek or justify similar terms in any subsequent case.

9. The parties accept as full settlement and resolution of the dispute the relief agreed upon as complete satisfaction of any and all claims and demands including attorney's fees and costs associated with this dispute.

10. The parties will keep the terms of this settlement confidential to the extent permissible by law, regulation, policy and agreement. It is understood that the terms will be shared with those with a need to know. (Oftentimes, need to list the names or offices of those that need to know.)

11. If (Name) believes that the Agency has failed to comply with the terms of this Agreement, (Name) shall notify the DLA EEO Director in writing at DLA DO, Room 1119, 8725 John J. Kingman Road, Suite 2533, Fort Belvoir, VA 22060-6221 of the alleged noncompliance within 30 days of when (Name) knew or should have known of the alleged noncompliance. (Name) may request that the

terms of this Agreement be specifically implemented or, alternatively, that the complaint be reinstated for further processing from the point processing ceased. If, after 35 days of service, (Name) does not receive a response or is not satisfied with the response, (Name) may appeal to the U.S. Equal Employment Opportunity Commission at 1801 L. Street, NW, Suite 5000, P.O. Box 19848, Washington, DC 20036. However, (Name) must file an appeal within 30 days of his receipt of a response.

12. This Agreement is subject to the normal review and concurrence process for negotiated settlements.

13. The parties intend to be contractually bound by the terms of this Agreement, and will be so bound at the time of the required concurrence(s) and execution(s).

\_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_  
Attorney for

\_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_  
Attorney for

Mediator: \_\_\_\_\_ Date: \_\_\_\_\_

Review/ Concurrences: \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_