



**U.S. Department of
Transportation**

Resolution Agreement

1. This agreement is entered into between (Agency Name) and (Counselee/Complainant) to resolve the following dispute(s): EEO/EO Complaint No. _____ or the matter(s) raised with the EEO Counselor on (date), as specified in this paragraph. (Counselee/Complainant) alleged that he/she was discriminated against when:
 - a.
 - b.
 - c.
2. The Agency shall:
 - a.
 - b.
 - c.[Insert any agreements/promises of action, including the time by which the action is to be taken.]
3. Counselee/Complainant shall:
 - a.
 - b.
 - c.[Insert any agreements/promises of action, including the time by which the action is to be taken.]
4. (Counselee/Complainant) agrees that by signing this Settlement Agreement, his/her allegation(s) set forth in paragraph 1 above are withdrawn. [If there are allegation(s) not withdrawn, list them here, e.g. , “The Parties have not reached an agreement on the following

allegation(s) set forth in paragraph 1 and they are not withdrawn:]

5. (Counselee/Complainant) agrees not to initiate a complaint(s), grievance(s), civil lawsuit(s) or claim(s) of any type with regard to the allegation(s) resolved in this agreement.
6. (Counselee/Complainant) affirms that he/she is entering into this Agreement freely, with full knowledge and understanding of its terms and conditions, and without any coercion or duress on the part of the Agency, its officers, representatives, or employees.
7. The Parties agree not to disclose this Settlement Agreement or any matters discussed during mediation, except to those who have a need to know in an official capacity.
8. The Parties agree that the terms and conditions set forth in this Settlement Agreement forms the complete and final basis for settlement.
9. This Settlement Agreement does not constitute an admission of discrimination, reprisal or wrongdoing on the part of the Agency, its officials, representatives, or employees. Rather, this Settlement Agreement reflects the Parties' interest in resolving the allegation(s) identified above.
10. This Settlement Agreement does not establish any precedent and may not be cited in any other proceeding, except a proceeding addressing the enforcement of this Agreement.
11. In accordance with 29 C.F.R., Part 1614.504, if the (Counselee/Complainant) believes that the Agency has failed to comply with the terms of the Settlement Agreement, he/she shall timely notify, in writing:

Department of Transportation
Director, Departmental Office of Civil Rights
Attn: Compliance Operations Division (S-34)
400-7th Street, S.W.
Washington, D.C. 20590

(Counselee/Complainant)

(Agency Representative)

Date _____

Date _____

NOTE:

- 1. IF SETTLEMENT CONTEMPLATES PAYMENT OF FUNDS OR IMPACTS ON EMPLOYEE BENEFITS, CONSULT WITH AGENCY COUNSEL.**

- 2. DOCR MUST CHECK ITS RECORDS TO ASCERTAIN WHETHER THE COUNSELEE/COMPLAINANT HAS ANY FORMAL EEO/EO COMPLAINTS PENDING AND, IF SO, CONTACT THE APPROPRIATE AGENCY COUNSEL'S OFFICE BEFORE BEGINNING MEDIATION.**

**RESOLUTION AGREEMENT
FOR MATTERS RAISING ALLEGATIONS OF DISCRIMINATION UNDER
THE AGE DISCRIMINATION IN EMPLOYMENT ACT**

1. This agreement is voluntarily entered into between (Agency Name) and (Counselee/Complainant) to resolve the following dispute(s): EEO/EO Complaint No. _____ or the matter(s) raised with the EEO Counselor on (date), as specified in this paragraph. (Counselee/Complainant) alleged that he/she was discriminated against when:
 - a.
 - b.
 - c.

2. The Agency shall:
 - a.
 - b.
 - c.[Insert any agreements/promises of action, including the time by which the action is to be taken.]

3. (Counselee/Complainant) shall:
 - a.
 - b.
 - c.

[Insert any agreements/promises of action, including the time by which the action is to be taken.]

4. (Counselee/Complainant) agrees that by signing this Settlement Agreement, his/her allegation(s) set forth in paragraph 1 above are withdrawn. [If there are allegation(s) not withdrawn, list them here, e.g., “The Parties have not reached an agreement on the following allegation(s) set forth in paragraph 1 and they are not withdrawn:]
5. (Counselee/Complainant) agrees not to initiate a complaint(s), grievance(s), civil lawsuit(s) or claim(s) of any type with regard to the allegation(s) resolved in this agreement.
6. (Counselee/Complainant) affirms that he/she is entering into this Agreement freely, with full knowledge and understanding of its terms and conditions, and without any coercion or duress on the part of the Agency, its officers, representatives, or employees.
7. The Parties agree not to disclose this Settlement Agreement or any matters discussed during mediation, except to those who have a need to know in an official capacity.
8. The Parties agree that the terms and conditions set forth in this Settlement Agreement form the complete and final basis for settlement.
9. This Settlement Agreement does not constitute an admission of discrimination, reprisal or wrongdoing on the part of the Agency, its officials, representatives, or employees. Rather, this Settlement Agreement reflects the Parties’ interest in resolving the allegation(s) identified above.
10. This Settlement Agreement does not establish any precedent and may not be cited in any other proceeding, except a proceeding addressing the enforcement of this Agreement.
11. In accordance with 29 C.F.R. Part 1614.504, if the (Counselee/Complainant) believes that the Agency has failed to comply with the terms of the Settlement Agreement, he/she shall timely notify, in writing:

Department of Transportation
Director, Departmental Office of Civil Rights
Attn: Compliance Operations Division (S-34)
400-7th Street, S.W.

Washington, D.C. 20590

NOTE: FOR AGE DISCRIMINATION COMPLAINTS, STATUTE AND REGULATIONS REQUIRE THAT THE FOLLOWING CLAUSES BE INCLUDED IN THE SETTLEMENT AGREEMENT:

12. By signing this Agreement (Counselee/Complainant) understands that he/she is waiving any and all existing rights and claims he/she has raised under the Age Discrimination in Employment Act (ADEA), as amended, 29 U.S.C. §§621-634, and section 717 of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e-16, but is not waiving any future rights or claims under the ADEA or Title VII of Civil Rights Act for actions arising after the date he/she signs this Agreement.
13. The (Counselee/Complainant) is aware of his/her right to representation by an attorney and is advised to have an attorney review the Settlement Agreement before signing it.
14. The (Counselee/Complainant) agrees that he/she has been afforded ample opportunity to consult with an attorney concerning the terms and conditions of this Agreement.
15. The (Counselee/Complainant) acknowledges having been given a reasonable amount of time to review the terms and conditions of this Settlement Agreement before signing it.
16. (Counselee/Complainant) has seven (7) days following the signing of this Settlement Agreement within which to revoke the Agreement by written rescission addressed to the counsel for the agency or the EEO/EO ADR Program Manager. This Settlement Agreement shall not become effective or enforceable until the revocation period has expired.

(Counselee/Complainant)

(Agency Representative)

Date _____

Date _____

NOTE:

1. **IF SETTLEMENT CONTEMPLATES PAYMENT OF FUNDS OR IMPACTS ON EMPLOYEE BENEFITS, CONSULT WITH AGENCY COUNSEL.**

2. **DOCR MUST CHECK ITS RECORDS TO ASCERTAIN WHETHER THE COUNSELEE/COMPLAINANT HAS ANY FORMAL EEO/EO COMPLAINTS PENDING AND, IF SO, CONTACT THE APPROPRIATE AGENCY COUNSEL'S OFFICE BEFORE BEGINNING MEDIATION. EXIT SURVEY FOR MEDIATION PARTICIPANTS**