

South Florida Federal Executive Board
Shared Neutrals ADR Program (SNAP)

EEO SETTLEMENT AGREEMENT

SNAP Case # _____

Agency Case # _____

Date _____

It is hereby agreed by the undersigned representative for the _____
(hereinafter referred to as the Agency) and _____, (hereinafter
referred to as the Complainant) that the following constitutes full and complete settlement of
Complainant's administrative complaint alleging discrimination relative to
_____.

1. Complainant acknowledges that all demands have been met by the Agency, and that the Agency has attempted to resolve the above-referenced allegation of discrimination.
2. In consideration for the provisions stated in Section 1 above, the Agency agrees to:
 - A. Term 1
 - B. Term 2
 - C. Term 3
3. In consideration for the Agency's compliance with Section 2 above, Complainant agrees:
 - A. To withdraw the EEO dispute upon signing this agreement;
 - B. To not institute any further legal and/or administrative actions or appeals of any kind based upon the issues raised in the above-referenced allegation of discrimination;
 - C. To waive attorney's fees and any other costs or damages of any kind, except as provided in this Agreement.
4. Both parties further agree:
 - A. That the facts of this Settlement Agreement and all terms contained herein shall not be publicized or discussed in any manner, except as appropriate to implement the terms of this Agreement;
 - B. That the terms of this Agreement will not establish any precedent and shall constitute full relief;
 - C. That this Agreement does not constitute an admission by the Agency of any violation of applicable civil rights laws, or any other federal or state statute or regulation;
 - D. That this Agreement will be monitored for compliance by the (Agency designated representative); and
 - E. That any pecuniary amounts awarded in this Agreement have been computed in accordance with the Office of Personnel Management regulations at 5 CFR 550.805 with appropriate deductions taken to cover fringe benefits such as retirement, health insurance, taxes, and all further applicable deductions.

In reaching this Agreement, it is understood that no reprisal or retaliatory actions will be taken against Complainant as a result of raising the issues alleged in Paragraph One of this Agreement.

Both parties understand that if the Complainant believes that the Agency has failed to comply with the terms of this Agreement, Complainant shall notify

Written notice must be received within 30 days of when the Complainant knew, or should have known, of the alleged non-compliance. Complainant may request that the terms of the Settlement Agreement be specifically implemented or, alternatively, may request that his formal complaint be reinstated. Damages from the Breach of the Agreement will include any and all remedies permitted by law.

For the Agency

Signature

Complainant

Signature