



**FEDERAL AVIATION ADMINISTRATION
OFFICE OF CIVIL RIGHTS
ALTERNATIVE DISPUTE RESOLUTION
*RESOLUTION AGREEMENT***

This agreement is between _____
(Aggrieved Person)

and _____
(Affected FAA Office)

represented by _____
(Agency official)

with regard to the following matter, hereinafter called "Dispute."

Initial contact date _____ *]. Initial interview was conducted on*

In full and complete resolution of the Dispute, the undersigned parties stipulate and agree as follows:

1. In exchange for the promises made by the Federal Aviation Administration (hereinafter "agency" or "FAA") in paragraph 2 of this agreement:

a. The Aggrieved Person hereby withdraws with prejudice and agrees not to pursue in any forum the allegations described in the Dispute.

b. Except as to enforcement proceedings under Paragraph 7 of this agreement, the Aggrieved Person agrees to waive any and all claims against the United States, its agencies and departments, and its officers in their official and individual capacities, which s/he brought or could have brought as of the date of the Resolution Agreement.

c.

2. In exchange for the promises of the Aggrieved Person contained in paragraph 1 of this agreement, the agency agrees that:

a. No reprisal action will be taken against the Aggrieved Person.

b.

3. This agreement represents the full and complete resolution of all outstanding allegations brought by the Aggrieved Person, on his/her behalf, all actual or potential claims arising from the Dispute, including but not limited to claims for back pay, compensatory damages, or attorney fees, as well as any claims that might be filed with regard to the execution and implementation of this resolution, except to enforce the agreement as set forth in paragraph 7.

4. Any tax liability resulting from payments made pursuant to this agreement are the sole responsibility of the Aggrieved Person.

5. This agreement is reached without final judgment as to the merits of the complaint and shall in no way constitute an admission of liability, wrongdoing, or discrimination by the agency, its managers, supervisors, or the Aggrieved Person.

6. This agreement is non-precedential and may not be cited in any other proceeding or in any forum.

7. The parties agree that they shall keep the terms and facts of this Resolution Agreement confidential in accordance with 5 U.S.C. 570 et. seq. except as otherwise required by law, and shall neither disclose nor discuss its contents with any third party, except those persons necessary to carry out the terms or resolve disputes over compliance of this Resolution Agreement.

8. If the Aggrieved Person believes that the FAA has failed to comply with the terms of the Resolution Agreement, s/he shall notify:

Department of Transportation
Departmental Office of Civil Rights
Compliance Operations Division (S-34)
400 Seventh Street, SW.
Washington, DC 20590

Such notice must be in writing and submitted within 30 days of the date when s/he knew, or should have known, of the alleged noncompliance. In accordance with 29 C.F.R., Section 1614.504, the Aggrieved Person may request that the terms of the Resolution Agreement be specifically implemented, or alternatively, that the allegation(s) be reinstated for further action from the point the complaint processing ceased. In the event the Aggrieved Person alleges noncompliance and chooses to reinstate his/her allegations of discrimination, s/he hereby acknowledges that his/her request for reinstatement restores the status quo, requiring that s/he return in full to the agency any relief that has been provided.

If the agency has not responded to the Aggrieved Person or if the Aggrieved Person is not satisfied with the agency's attempt to resolve the matter, s/he may appeal to the EEOC, Office of Federal Operations, for a determination as to whether the agency has complied with the terms of the settlement agreement. The Aggrieved Person may file such an appeal 35 days after s/he has served the agency with the allegations of noncompliance, but must file an appeal within 30 days of his/her receipt of the agency's determination. The Aggrieved Person must serve a copy of the appeal on the agency, and the agency may submit a response to the Commission within 30 days of receiving notice of the appeal.

9. The parties attest that they have read and understand the provisions of this Resolution Agreement and that their signatures are voluntary and were in no way coerced by any party or the representative of any party.

10. By entering into this agreement, the Aggrieved Person and the agency acknowledge that this agreement is the result of discussions between the parties facilitated by a neutral third party. The agreement consists of mutual considerations and contains the complete and entire agreement by which the parties are bound.

11. No modification or waiver or any of the terms of this agreement shall be valid unless in writing executed by the parties in dispute and, where applicable, their advisors.

Approved by:

Aggrieved Person Date

Agency Official Date

Aggrieved Person's Representative, if any Date