



# Greater Los Angeles Federal Executive Board **SMART** Handbook and Forms Packet

*Be SMART ► Use SMART*



*For EEO Complaints, Grievances, & Workplace Disputes, Use*

**Shared MediAtor Team**

Revised October 2004

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***Greater Los Angeles Federal Executive Board***

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# Definitions

**SMART = (Shared Mediator Team)**: A program of the **Greater Los Angeles Federal Executive Board (FEB)**, which arranges for **Alternative Dispute Resolution (ADR)**, specifically **Shared Neutral Mediators**, to resolve local workplace disputes effectively, efficiently, and at reduced cost.

**Some of the following definitions are based on 5 USC 571 (1999):**

**Agency Processes**: Mechanisms already in place to deal with workplace disputes in Federal agencies, such as the Equal Employment Opportunity (EEO) process, union contract provisions, agency grievance procedures, etc.

**Alternative Dispute Resolution (ADR)**: A wide range of problem-solving procedures, which use neutral third parties to resolve disputes, as an alternative to **Agency Processes** or to formal, adversarial methods, like litigation. Examples are mediation, facilitation, conciliation, negotiation, and arbitration.

**Issues in Controversy**: Workplace disputes or problems that may be resolved through traditional **Agency Processes** or non-traditional processes, like **ADR**.

**Mediation**: A voluntary, confidential, informal process whereby a trained neutral third party, a mediator, assists the disputing parties in finding a mutually acceptable solution in a manner different from traditional methods. Unlike litigation; for example, the rules of evidence do not apply, no testimony is taken, and the mediator does not decide the dispute.

**Mutually Acceptable**: Satisfactory to the needs and expectations of all parties involved in a dispute.

**Negotiate**: To confer, discuss, or bargain in order to reach agreement on a subject of common concern to the parties.

**Neutral**: An individual, who does not have a stake in the issues or outcome of a dispute, and who functions specifically to aid the parties in resolving it.

**Party**: A person who will be significantly affected by the outcome and who participates in the proceeding.

**Settlement Agreement**: A legally binding written agreement signed by all parties, containing a mutually acceptable solution to a dispute.



**Shared Neutral**: A Federal employee, who is a trained mediator on a roster of FEB mediators, available for ADR cases at other agencies. In SMART, the home agency pays the mediator's salary and the user agency pays travel costs.

**Union Grievance**: A process available to bargaining unit employees and union officials to communicate issues to management.

**Voluntary**: Each party has chosen to participate of their own free will.

# Expert Comments on Mediation

"Sometimes we have parties who feel devastated with the way the Administrative Judge decided the dispute should be resolved. When they lose a case like that, they have to revisit the issue...Mediation is the best opportunity for both parties to participate in a compromise to resolve the complaint...FEB mediators I have found to be both professional and capable."

*Dwight Lewis, Administrative Judge, EEO Commission*

**"The Mediation Process is truly empowerment."**

*Teal Lewis,  
Interagency Mediation  
Chair*

**Dallas/Fort Worth  
Federal Executive  
Board**



# Advantages of SMART



## From a satisfied Employee:

- "My relationship with my manager improved.
  - When I tried **SMART**, I was on my third EEO Complaint.
  - Although I won my last complaint, the problems with my manager persisted. Maybe he treated me worse because he resented losing.
  - Communication with my manager was poor; I dreaded coming to work.
  - During the **SMART** mediation session, I felt safe expressing my feelings to my manager. The neutral mediators were witnesses. What I said could not be distorted later.
  - My manager apologized for some things he had said and done.
  - He expressed concerns about my work that I had never heard before.
  - I understood for the first time what to change and promised to improve. I delayed filing the third formal Complaint, and ended up never filing it.
  - After the **SMART** session, my manager talked to me more and treated me more fairly. He seemed more patient and less vindictive.
  - Understanding my priorities, I did better work in the areas noted by my manager and received some positive feedback for the first time.
  - No longer in dread of coming to the office, I started to enjoy my work more.
  - I have now gone two years without an EEO Complaint; previously I had filed a Complaint each year.
- **SMART** resolves problems faster.
  - **SMART** resolved my complaint within a few weeks after I contacted the EEO Counselor. My prior Complaints dragged on many months.
  - During those times, I was under a lot of stress; things were very tense with my manager at work. I developed medical problems and my work suffered.
- **SMART** is Impartial and preserves Confidentiality.
  - Because **SMART** mediators come from another agency, I felt more comfortable speaking openly.
  - I knew what I said would not be the subject of gossip in my agency.
  - The co-mediators seemed objective, rather than tools of management.
  - The **SMART** mediators seemed to have a greater influence over my manager than agency staff.
  - Although I will probably never see the co-mediators again, I will always be grateful for their assistance."



# Advantages of SMART

## Managers like SMART because:

- Productivity is improved.
  - Most **SMART** disputes are resolved in a few weeks with one day's time spent by each party.
- In contrast, EEO Complaints may require years to resolve, hundreds of hours of management, employee, and staff time and thousands of dollars of costs.
- **SMART** seems to clear the air better, freeing the parties to focus on work.
- **SMART** results in fewer repeat complaints, which improves productivity.
- SMART improves relationships.
  - The parties informally discuss the issues and may vent their frustrations.
  - No one is forced to agree to anything: if the mediation doesn't work, the parties pursue their usual options.
  - **SMART** is always worth a try; there is nothing to lose except a few hours of time and everything to gain, if resolution occurs.
  - The parties maintain control of the process.
  - **SMART** mediators try to satisfy both parties' interests and needs in leading the parties to a solution.
  - No outside party, like a judge, imposes an outcome.
  - Because **SMART** is a WIN-WIN method with no loser, employees seem less adversarial after **SMART** mediation than after a court loss.
- SMART is Impartial and preserves Confidentiality.
  - Because **SMART** mediators come from other agencies, managers consider them more neutral.
  - Confidentiality prohibits gossip about cases.
  - Managers are less concerned about losing face with outside mediators conducting the sessions.
  - Managers consider it a plus that they are unlikely to see the **SMART** mediators again.
- SMART is free.
  - The user agency pays only local mileage and parking costs.
  - The agency lending the **SMART** mediator pays its own employee's salary.



# Advantages of SMART

Union Officials like SMART because it resolves grievances.

- "SMART seems to better address the root causes of workplace problems."
- I was impressed with the SMART mediators' skills in facilitating an open exchange between the employee and manager, as a first step in finding resolution.
- Even "difficult" managers behave more flexibly and are more willing to compromise during SMART mediations.
- After SMART mediations, fewer repeat grievances against the same managers occur, thanks to improved communication.
- SMART increases union productivity.
- SMART cases are resolved in a few weeks, with only one day's time spent by the union official.
- Without SMART, grievances have taken years to resolve and drained away our limited union staff time.
- With SMART, the union can help more employees by not getting tied up with a few time-consuming cases.
- SMART mediators are free to the union.
- SMART lets the union stay in control.
- The union may attend the SMART session and speak on the employee's behalf.
  - SMART mediators address the employees' interests and do not impose solutions, as does a judge.
  - If the mediation does not resolve the case, the union still has legal remedies available, so it has nothing to lose trying SMART.
  - With no possibility of losing cases, the union does not risk losing face and marring its success rate in SMART mediations.
- SMART mediators are professional.
  - SMART mediators were well trained and effective.
  - Both sides trusted their objectivity
  - Because SMART mediators come from another agency, both parties trust the confidentiality of the proceeding more."



# Advantages of SMART

## Agency Heads like SMART for many reasons:

### •Productivity is increased.

- Most **SMART** disputes are resolved in a few weeks, with a maximum of one day's time spent by each party.
- In contrast, we have had EEO Complaints that took years to resolve and cost hundreds of hours and thousands of dollars of staff time.
- After **SMART** resolutions, we have fewer repeat disputes between the same parties.

### •SMART Mediators are free.

- My agency pays only local mileage and parking costs.
- The agency lending the **SMART** mediator pays its own employee's salary.

### •Relationships and morale improve.

- The parties informally discuss the issues and may vent their frustrations.
- No one is forced to agree to anything: if the mediation doesn't work, the parties pursue their usual options.
- The parties maintain control of the process.
- SMART** mediators try to satisfy both parties' interests.
- No outside party, like a judge, imposes an outcome.
- There is no loser, as in court.

### •SMART is impartial and preserves confidentiality.

- Because **SMART** mediators come from another agency, both parties feel more comfortable.
- The parties do not know and will probably never again see the **SMART** mediator after the mediation."

# Frequently Asked Questions

## **A SMART Mediator answers your questions:**

**What is a SMART Mediation?** A SMART mediation involves a workplace or employment-related dispute, such as an EEO complaint or grievance, in a federal agency in the southern half of California, Arizona, or southern Nevada. The trained mediator comes from a different federal agency to assure impartiality and may be assisted by a co-mediator.

### **What is the authority for SMART?**

- In 1996, the Administrative Dispute Resolution Act passed.
- Also, EEOC Notice 915.002 of 1995 stated, “The Equal Employment Opportunity Commission (EEOC) is firmly committed to using alternative methods for resolving disputes in all of its activities...ADR can provide faster, less expensive and contentious, and more productive results.”
- Since November 1999, EEOC Regulation 29 CFR Part 1614 has required federal agencies to make an ADR program available during the EEO pre-complaint and formal complaint processes.

**What is Your Role as Mediator?** My job is to facilitate the mediation process to help the parties reach a resolution of their dispute. I do not decide the case or dictate the terms of a settlement. Both parties win and there is no loser, if agreement occurs.

**How Long Do Most Mediations Last?** Most SMART mediation sessions last eight hours or less.

### **Is Mediation a Legal Proceeding?**

- It is not a legal proceeding, nor do I provide legal advice.
- When you agree to mediation, you do not waive the right to proceed with the formal legal dispute resolution process, provided that you file a timely complaint/grievance.
- If you are unsure of your timeframes, please check with your representative or the appropriate agency officials.

### **How does a typical Mediation Conference start?**

- I begin with an opening statement in a joint session with both parties, regarding my role as a neutral.
- I do not represent or advocate for or against either party.
- Next, I ask the complainant/grievant, to tell me in his/her own words about the issues and desired remedy.
- Then the management representative gives her/his viewpoint of the dispute.

### **What Occurs After the Conference Opening?**

- In the middle phase, the parties have a joint discussion with clarifying questions asked and potential solutions discussed.
- Sometimes, I meet privately (caucus) with each participant.
- Information discussed in caucus is confidential and will generally not be shared with anyone else.
- Caucuses may include "reality checking" (objective assessment of your position, demands and expectations).
- Then I may reconvene the joint session and determine if there is any area of agreement on any issue.
- If not, the parties may continue to negotiate, possibly re-caucusing with me, until it is clear if a settlement is going to emerge.

### **What Happens if Agreement Occurs?**

- Either party may consult with representatives regarding the proposed settlement agreement.
- If settlement is reached, I draft an agreement acceptable to all parties and representatives.
- Appropriate management or legal personnel often review and approve the terms before they are effective.
- A signed settlement agreement is legally binding on the parties.

**What Aspects of Mediation are Confidential?** If you tell me something in private and ask me to keep it confidential, I am bound by law not to disclose this information voluntarily.

- A few rare exceptions exist, e.g., I may have to share information with authorities, if you say that
- you committed a crime or act of fraud, waste, or abuse, or
- you plan to commit a violent physical act,
- The session is neither tape-recorded nor transcribed; after the session, notes and document copies are destroyed.
- The mediation agreement and the resulting settlement agreement are *not* completely confidential, because officials have to review the agreement before it becomes binding on the agency.
- The complainant/grievant may not request information from me in any future legal proceeding, if the mediation does not resolve the dispute. 5 USC 574 contains full information.

**May Representatives Attend a Mediation?** Yes, as long as you notify the mediator in advance. Either party may bring a representative or legal counsel subject to negotiated agreements for bargaining unit employees.

**What Standards Guide a Mediator?** SMART mediators follow the Model Standards of Conduct for Mediators issued by the American Arbitration Association (AAA); the American Bar Association (ABA); and the Society of Professionals in Dispute Resolution (SPIDR now part of ACR, Association for Conflict Resolution).

1. **Self-Determination:** Self-determination (voluntary choices and uncoerced agreements made by parties) governs mediation. The mediator encourages parties to consider all proposed options.
2. **Impartiality:** Mediator impartiality is essential for success.
3. **Conflicts of Interest:** A conflict of interest is a dealing, relationship, or interest in the controversy or its outcome that may create bias or the perception of possible bias. The mediator discloses all actual and potential conflicts. If all parties agree, the mediation may proceed. If the conflict of interest casts doubt on the integrity of the process, the mediator declines to proceed.
4. **Confidentiality:** The mediator shall not voluntarily disclose any matter that a party expects to be confidential unless given permission by all parties or unless required by law. All SMART evaluation forms and program records are seen only by the SMART Coordinator.
5. **Quality of the Process:** The mediator has the proper training and experience and conducts the session timely, fairly, and diligently.

### **For What Types of Disputes is Mediation Helpful?**

- The parties want settlement, but personality conflicts or poor communication has hampered negotiations.
- An underlying issue not formally part of the complaint and not resolvable by available legal relief may exist.
- The parties shall or should have a continuing relationship.
- If at least one party's view of the case is unrealistic, a discussion with a mediator may move the process forward.
- The parties expect to settle eventually, maybe at court.
- At least one party wants to avoid an imposed outcome.
- At least one party wants to avoid high litigation costs.

- Despite a desire to avoid adverse precedent, traditional negotiations have reached an impasse.
- Multiple and/ or complex issues are involved.
- A resolution is needed quickly.
- The parties prefer to maintain confidentiality about the issues.
- More than one possible solution exists; no solution is necessarily “right.”
- For bargaining unit employees, using ADR must have been negotiated or agreed to by union and management.

**For What Types of Disputes is Mediation Less Helpful?**

- One or both parties may be guilty of criminal conduct, fraud, waste or abuse.
- Significant legal, policy, or constitutional issues are present.
- One party wants a precedent, a principle established, or a point proved.
- Uniform treatment of the issue or disputant is needed, e.g., the issue has nationwide impact or many similar suits are pending.
- A full public record of the proceeding is important.
- The dispute significantly affects non-parties, e.g., the relationship between a local union and federal agency.
- The case is likely to settle through unassisted negotiations.
- One party seeks major damages.
- One or both of the parties are not open to mediation.



**How much does SMART cost?** SMART provides FREE mediation when both parties request it. Trained SMART mediators are federal employees paid by their home agencies or private mediators providing Pro Bono services. The using agency pays local travel, e.g., mileage. The only condition of participation is that all parties (disputants), SMART mediators, and Federal agency coordinators, complete program evaluation forms after the mediation and forward them to the SMART Coordinator. This confidential information is used only to assess and improve SMART.

**How much money can SMART save?** Two examples of costs saved follow:

- An EEO Complaint that goes all the way to court may cost over \$200,000.
- Agencies hiring outside mediators may pay \$300 an hour or \$5,000 a case.

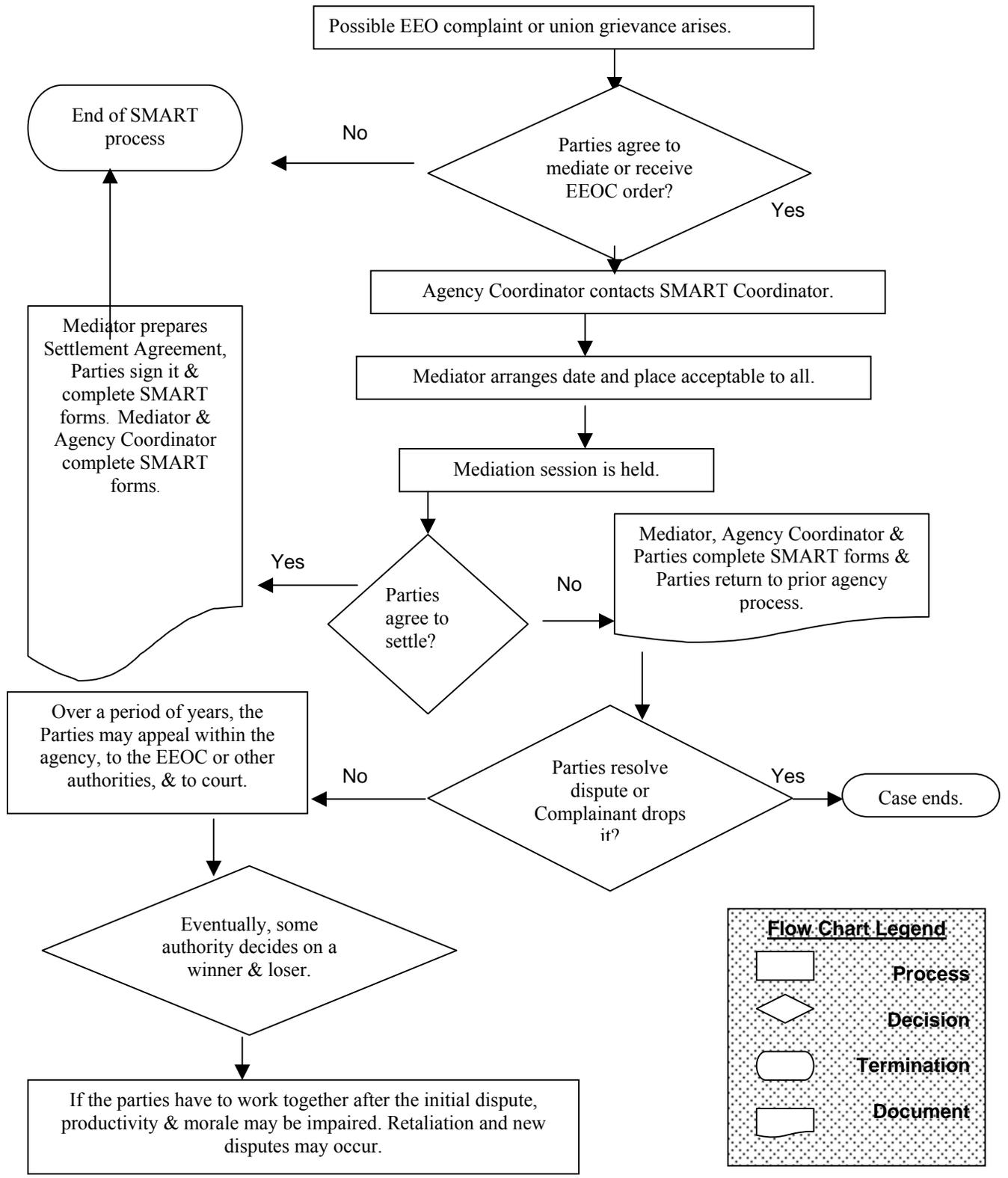
**Does mediation work?** Approximately 80% of mediated cases are resolved. Participants express a high degree of satisfaction with the fair and efficient process that avoids the stress of a lengthy investigation and possible litigation.

**If I have more questions, whom shall I contact?**

SMART Coordinator  
*Greater Los Angeles Federal Executive Board*  
 501 W. Ocean Boulevard, Suite 3200, Long Beach, CA. 90802  
 Veronica.Chatman@dhs.gov  
 Call (562) 980-3445 or Fax (562) 980-3448

[www.losangeles.feb.gov](http://www.losangeles.feb.gov)

# Greater LA Federal Executive Board SMART (Shared Mediator Team) FLOW CHART



**Flow Chart Legend**

-  Process
-  Decision
-  Termination
-  Document

# SMART Forms Summary

The seven required forms are in the PACKET and at [www.losangeles.feb.gov](http://www.losangeles.feb.gov).

1. **Request & Intake Form** Agency ADR and EEO officials use this form to request a SMART mediation from the FEB SMART Coordinator by fax or e-mail.
2. **Consent to Mediation** Parties and Representatives sign this form to confirm that they want a SMART mediation and understand the process.
3. **Settlement Agreement** Mediators use this format when the Parties reach agreement.
4. **Cost Form** OPM requires SMART to report mediation costs for Federal employees only.
5. **Confidential Feedback Forms**
  - Though SMART mediations are free, the only condition of participation is the completion of these forms, because feedback is essential to assess the effectiveness of SMART mediations and to identify areas needing improvement.
  - Completed forms should be faxed, e-mailed, or sent to the SMART Coordinator promptly upon completion of the mediation.
    - a) **Parties** Each party completes a form.
    - b) **SMART Mediator** The mediator and co-mediator complete this form.
    - c) **Agency Coordinator** The Federal agency coordinator who requested the SMART mediation, e.g., EEOC Judge or ADR Coordinator, completes this.

## Greater LA Federal Executive Board SMART (Shared Mediator Team) Request and Intake Form

We request a mediation by the Shared Mediator Team (SMART). We understand:

- This request **does not stop the timeframes or requirements** for EEO Complaints, Grievances, or other agency processes.
- SMART mediation is voluntary and may be stopped at any time.
- If resolution is not reached using SMART, the right to pursue any agency process continues so long as timeframes are met.
- The SMART mediator contacts the parties expeditiously and holds the mediation as soon as possible.
- This mediation request must be faxed or e-mailed to: [Federal Executive Board, SMART Coordinator, 501. W. Ocean Blvd., Suite 3200, Long Beach, CA 90802](#) ♦ [\(562\) 980-3445](#) ♦ [FAX \(562\) 980-3448](#) ♦ [E-mail Veronica.Chatman@dhs.gov](#)  
Web Site: [www.losangeles.feb.gov](http://www.losangeles.feb.gov)

ITEM	NAME	TITLE	ADDRESS	E-MAIL	PHONE	FAX
<b>Federal Agency Name:</b>	<b>Coordinator</b>					
<b>Complainant</b>						
<b>Representative</b>						
<b>Other Party</b>						
<b>Representative</b>						
<b>Date Submitted</b>						
<b>P.11 Relationship between the Parties</b>	Example: Manager & Employee					

**Greater LA Federal Executive Board SMART (Shared Mediator Team)**  
**Request and Intake Form**

<b>How did the parties hear of SMART?</b>	
<b>ISSUE Summary</b>	
<b>Remedy Requested</b>	

SMART Coordinator completes the following:

<b>Case Number</b>	
<b>Receipt Date</b>	
<b>Closed Date</b>	

<b>Item</b>	<b>Name</b>	<b>Agency</b>	<b>Address</b>	<b>E-mail</b>	<b>Phone</b>	<b>Fax</b>
<b>Mediator</b>						
<b>Co-Mediator</b>						
<b>Agreement?</b>						

**Greater LA Federal Executive Board**  
**SMART (Shared Mediator Team) Consent to Mediation**

After all appropriate signatures are obtained, please fax or mail this form to:

***Greater Los Angeles Federal Executive Board***

SMART Coordinator

501 W. Ocean Blvd., Suite 3200

Long Beach, CA 90802

E-Mail: [Veronica.Chatman@dhs.gov](mailto:Veronica.Chatman@dhs.gov)

Phone: (562) 980-3445 ◊ FAX (562) 980-3448 ◊ Web: [www.losangeles.feb.gov](http://www.losangeles.feb.gov)

1. This is a consent by the parties to attempt to resolve the following issues, through mediation:

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2. Mediation is a non-adversarial dispute resolution process that seeks to find reconciliation between the parties. The mediation process does not declare winners or losers. The goal is to seek a resolution that is informal, quick and minimizes harm to either party.
3. The Mediator is neutral and committed to treating the matter in a fair and unbiased way. The Mediator's role is to facilitate and help the parties reach a mutually-satisfactory resolution to the problem. The decision-making power rests with the parties, not the Mediator. The Mediator will NOT impose a solution nor offer judgment as to which party, if any, is at fault. A Co-Mediator may assist the mediator.
4. The Mediator has no authority to make decisions or act as a judge or arbitrator. The Mediator will not act as an advocate or attorney for any party. To the extent either party wishes to have a representative or legal counsel to consult at any stage in the mediation, that party is responsible for taking steps to obtain such a person.
5. The mediation is a confidential process. Any documents submitted to the Mediator and statements made during the mediation are for settlement purposes only. The parties agree not to subpoena or request the Mediator to serve as a witness, or request or use as evidence any materials prepared by the Mediator for the mediation, with the exception of a settlement document signed by the parties. The parties waive any right of action against the Mediator for any allegation of wrongful conduct while acting in the course of mediation. In no event will the Mediator voluntarily testify on behalf of any party or submit any type of report in connection with this mediation. Matters admissible in a court of law or other administrative process continue to be admissible even though brought up in a mediation session. See 5 USC 574.
6. No party shall be bound by anything said or done at the mediation unless a written settlement is executed by all necessary parties. If a settlement is reached, the Mediator shall write the agreement. When signed and approved by the appropriate authorities for all the parties, the settlement shall be legally binding upon all parties.
7. The aggrieved party's RIGHTS to pursue informal or formal processes are not waived. The aggrieved party is RESPONSIBLE for compliance with all requirements of any administrative or court process, e.g., time limits, points of contact, etc.
8. No admission of guilt or wrongdoing by either party is implied, and none should be inferred, by participation in this process.
9. The parties will sincerely attempt to resolve this matter, cooperate with the Mediator assigned, and give serious consideration to all suggestions made in regard to developing a realistic solution to the problem. The parties will behave in a courteous and non-hostile manner, use appropriate language, and allow the Mediator to interrupt the process, if the Mediator feels a caucus or break is needed to facilitate the mediation process.
10. The Mediator agrees to keep the parties, their representatives, the appropriate management official, and the SMART Coordinator timely and fully informed of the status and results of the mediation process.

**Greater LA Federal Executive Board**  
**SMART (Shared Mediator Team) Consent to Mediation**

\_\_\_\_\_  
Mediator's Signature

\_\_\_\_\_  
Date

I understand the above information, agree that mediation is a proper way to attempt to resolve the issue(s), and agree to participate in the mediation process.

AGENCY COORDINATOR (Name): \_\_\_\_\_ DATE \_\_\_\_\_

AGENCY: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_

\* \* \* \* \*

I understand the above information, agree that mediation is a proper way to attempt to resolve the issue(s), and agree to participate in the mediation process for a full day if needed.

AGGRIEVED PARTY (Name): \_\_\_\_\_ DATE \_\_\_\_\_

TITLE: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_

\* \* \* \* \*

I understand the above information, agree that mediation is a proper way to attempt to resolve the issue(s), and agree to participate in the mediation process.

AGGRIEVED PARTY REPRESENTATIVE: \_\_\_\_\_ DATE \_\_\_\_\_

TITLE & ORGANIZATION \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_

\* \* \* \* \*

I understand the above information, agree that mediation is a proper way to attempt to resolve the issue(s), and agree to participate in the mediation process for a full day if needed.

OTHER PARTY (Name): \_\_\_\_\_ DATE \_\_\_\_\_

TITLE: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_

\* \* \* \* \*

I understand the above information, agree that mediation is a proper way to attempt to resolve the issue(s), and agree to participate in the mediation process.

OTHER PARTY REPRESENTATIVE: \_\_\_\_\_ DATE \_\_\_\_\_

TITLE: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_

\* \* \* \* \*

**Greater Los Angeles Federal Executive Board**  
**SMART (Shared Mediator Team) & EEOC Settlement Agreement**

Having participated in mediation on \_\_\_\_\_ and having concluded that they have reached a fair and reasonable settlement, the parties hereby agree as follows:

**SECTION ONE**

Party One \_\_\_\_\_ agrees to:

- 1.
- 2.
- 3.

**SECTION TWO**

Party Two \_\_\_\_\_ agrees to:

- 1.
- 2.
- 3.

**SECTION THREE**

The Agency \_\_\_\_\_ agrees to:

- 1.
- 2.
- 3.

**SECTION FOUR**

1. This settlement agreement has been entered into freely by all parties undersigned.
2. In exchange for the items set forth above, the undersigned parties to this agreement resolve to settle any and all
  - formal EEO complaints
  - union grievances concerning this issue(s)
  - other formal or informal recourses and
  - litigation already in process or that may be contemplated in the future related to this issue(s).
3. This agreement is a binding and enforceable settlement contract.
4. Neither party may change the agreement at a later date without another agreement signed by all parties.
5. This agreement does not constitute an admission of guilt, fault or wrongdoing by either party.
6. This agreement shall be kept confidential.
7. Neither party shall disclose the agreement's terms, except to authorized officials or officials responsible for implementing the agreement, unless agreed by mutual consent of the parties.
8. This agreement shall not serve as a precedent for resolving any other issue that has been or may be raised by the complainant or any other person.
9. This agreement constitutes the entire agreement and there are no other terms to this agreement except those specified herein.
10. The parties agree to use mediation again if disagreements about this agreement arise later.
11. For EEOC cases only, if the Complainant contends that the Agency has breached the terms of this Settlement Agreement, the procedure at 29 CFR Section 1614.504 will be followed:
  - (a) \* \* \* the complainant shall notify the [Agency's] EEO Director, in writing, of the alleged noncompliance within 30 days of when the complainant knew or should have known of the alleged noncompliance. The complainant may request that the terms of settlement agreement be specifically implemented or, alternatively, that the complaint be reinstated for further processing from the point processing ceased.

**Greater Los Angeles Federal Executive Board**  
**SMART (Shared Mediator Team) & EEOC Settlement Agreement**

(b) The agency shall resolve the matter and respond to the complainant, in writing. If the agency has not responded to the complainant, in writing, or if the complainant is not satisfied with the agency's attempt to resolve the matter, the complainant may appeal to the Commission for determination as to whether the agency has complied with the terms of the settlement agreement. The complainant may file such an appeal 35 days after he or she has served the agency with the allegations of noncompliance, but must file an appeal within 30 days of his or her receipt of an agency's determination. The complainant 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. Any such appeal shall be filed with the Director, Office of Federal Operations, Equal Employment Opportunity Commission, at Post Office Box 19848, Washington, D.C. 20036.

12. Age Discrimination: If this settlement agreement involves a complaint or claims brought under the Age Discrimination in Employment Act of 1967, as amended, the Complainant has hereby been informed that
- ❖ the Complainant may consult with an attorney prior to executing this agreement
  - ❖ the Complainant is required to have had a reasonable period of time within which to consider this agreement before signing it
  - ❖ for a period of seven (7) days after the Complainant signs this agreement, the Complainant may revoke the agreement, and the agreement shall not become effective or enforceable until the revocation period has expired.

Signature of Participant One \_\_\_\_\_ Date \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Signature of Participant Two \_\_\_\_\_ Date \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Signature of Representative \_\_\_\_\_ Date \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Signature of Representative \_\_\_\_\_ Date \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

After all appropriate signatures are obtained, please fax or mail a copy of this form to:

***Greater Los Angeles Federal Executive Board***

SMART Coordinator

501 W. Ocean Blvd., Suite 3200

Long Beach, CA 90802

E-Mail: [Veronica.Chatman@dhs.gov](mailto:Veronica.Chatman@dhs.gov)

Phone: (562) 980-3445 ♦ FAX (562) 980-3448 ♦ Website: [www.losangeles.feb.gov](http://www.losangeles.feb.gov)

## Greater Los Angeles Federal Executive Board SMART (Shared Mediator Team) Cost Form

This information is required by OPM (Office of Personnel Management) for the purpose of tracking the cost of the mediation to the Federal government; therefore, include only Federal employees. Private representatives and Pro Bono mediators should be omitted.

Position	Name and Daytime Phone Number	\$ Salary Per Hour	Total Hours	Total Miles	Parking, Plane, Taxi, Other Travel	Other (specify)
Complainant or Grievant						
Representative of Complainant or Grievant						
Manager						
Management Representative						
Labor Relations Representative						
Agency Coordinator						
Other (specify) -----						
Senior Mediator						
Junior Mediator						
<b>TOTALS</b>						

- Please forward completed form to: *Greater Los Angeles Federal Executive Board*, SMART Coordinator, 501. W. Ocean Blvd., Suite 3200, Long Beach, CA 90802 ♦ (562) 980-3445 ♦ FAX (562) 980-3448 ♦ E-mail [Veronica.Chatman@dhs.gov](mailto:Veronica.Chatman@dhs.gov)

**Thank you very much for Participating in SMART!**

**Greater Los Angeles Federal Executive Board SMART (Shared Mediator Team)**  
**CONFIDENTIAL Feedback From Parties**

- This form is for the complainant or grievant, his/her representative, the manager, and management representative. We need your confidential feedback to know how SMART is working and how to improve it. Only the SMART Coordinator sees the feedback. Because this feedback is so important and available only from you, completion of this form is the only requirement for participation in a SMART mediation. Before leaving the mediation, please take 5 minutes to complete the form and return it to: Please forward completed form to: *Greater Los Angeles Federal Executive Board, SMART Coordinator, 501. W. Ocean Blvd., Suite 3200, Long Beach, CA 90802* ♦ (562) 980-3445 ♦ FAX (562) 980-3448 ♦ E-mail [Veronica.Chatman@dhs.gov](mailto:Veronica.Chatman@dhs.gov)
- Web Site: [www.losangeles.feb.gov](http://www.losangeles.feb.gov)

<b>Date of mediation:</b>		How many hours did the mediation last?				
<b>Your name :</b>		Your agency name and address:				
Mediation outcome: Full settlement ____ Partial settlement ____ No settlement ____ If no settlement was reached, was the mediation completed? Yes ____ No ____						
Item	<b>Please mark one option for Questions 1-19.</b>	Excellent	Good	Average	Fair	Poor
1	How well did the mediators explain the process?					
2	How well were you able to present your case?					
3	How well did the mediators listen?					
4	How well did the mediators clarify issues and interests of each party?					
5	How well did the mediators help create realistic options for settling the dispute?					
6	How do you rate the impartiality of the mediators?					
7	How well did the mediators create a positive atmosphere?					
8	How would you rate the mediators overall?					

**Greater Los Angeles Federal Executive Board SMART (Shared Mediator Team)**  
**CONFIDENTIAL Feedback From Parties**

9	How do you rate the outcome of the mediation?					
10	How beneficial was having a neutral person from another federal agency?					
11	If this was a co-mediation, how beneficial was having two mediators?					
12	How appropriate was mediation for this matter?					
13	How timely was the mediation?					
14	How convenient was the mediation location?					
15	Were the right parties at the mediation? Yes _____ No _____ If no, who should have been there (continue on reverse side)?					
16	Did both sides negotiate in good faith? Yes _____ No _____ If no, please explain on reverse side.					
17	How did the mediation change your opinion of the other party? For the better _____ For the worse _____ No change _____					
18	Would you recommend mediation to a co-worker? Yes _____ No _____ If no, please explain on reverse side.					
19	Would you use mediation again? Yes _____ No _____ If no, please explain on reverse side.					
20	Please list any benefits from the mediation, e.g., relationships repaired, money saved, productivity improved, communication enhanced.					
Comments and Suggestions for Improvement (continue on reverse side, if needed):						

**Thank you very much for participating in SMART!**

**Greater LA Federal Executive Board SMART (Shared Mediator Team)**  
**CONFIDENTIAL Feedback From Mediator**

- We need your confidential feedback to know how SMART is working and how to improve it. Because this feedback is so important and available only from you, the SMART mediator, completion of this form is required, but it's quick and easy. Please complete it after finishing all your work on the case and **fax or mail it within one day** to: Please forward completed form to: *Greater Los Angeles Federal Executive Board, SMART Coordinator, 501. W. Ocean Blvd., Suite 3200, Long Beach, CA 90802* ♦ (562) 980-3445 ♦ FAX (562) 980-3448 ♦ E-mail [Veronica.Chatman@dhs.gov](mailto:Veronica.Chatman@dhs.gov) Website [www.losangeles.feb.gov](http://www.losangeles.feb.gov)

<b>Date of mediation:</b>		<b>Hours for the mediation conference:</b>		<b>Total hours on the case:</b>						
<b>Complainant name:</b>		Location of mediation								
Your name:		Your work address:								
Co-mediator name:										
Your agency name		Your phone, fax, & E-mail address:								
Prior SMART mediations completed:		Prior total mediations completed:								
Nature of dispute: (Complete only if there were new issues or the issues differed from those on the request form. Please use reverse side.)										
Mediation outcome: Full settlement _____ Partial settlement _____ No settlement _____										
If no settlement, was the mediation completed? Yes _____ No _____										
Item	<b>Please mark one option for Questions 1-18.</b>					Superior	Good	Average	Fair	Poor
	<b>Items 1-8: Rate your co-mediator or, if none, rate yourself.</b>									
<b>1</b>	How well did the other mediator or you explain the process to all the parties?									
<b>2</b>	How well did the other mediator or you create a positive atmosphere?									
<b>3</b>	How well did the other mediator or you listen?									
<b>4</b>	How well did the other mediator or you understand the issues involved?									
<b>5</b>	How well did the other mediator or you clarify key issues and interests of each party?									
<b>6</b>	How well did the other mediator or you help create realistic options for settling the dispute?									

**Greater LA Federal Executive Board SMART (Shared Mediator Team)**  
**CONFIDENTIAL Feedback From Mediator**

7	How do you rate the impartiality of the other mediator or you?					
8	How do you rate the other mediator or yourself overall on this mediation?					
9	How do you rate the outcome of the mediation?					
10	How beneficial was the fact that the mediator came from a different federal agency from the disputants?					
11	If this was a co-mediation, how beneficial was having two mediators?					
12	How appropriate was mediation for this matter?					
13	How do you rate the mediation timeliness (time between initial contact with you & mediation conference)? If fair or poor, please explain on reverse side.					
14	How do you rate the convenience of the mediation location?					
15	How do you rate the mediation overall?					
16	Were the right parties at the mediation? Yes _____ No _____ If no, who should have been there instead (use reverse side)?					
17	Did both sides negotiate in good faith? Yes _____ No _____ If no, please explain on reverse side.					
18	Did the mediation change the relationship between the parties? For the better _____ For the worse _____ No change _____					
19	Your opinion of why the case was or was not settled (continue on reverse side):					
20	Please list any problems or unusual factors in the mediation or in SMART overall on reverse side.					
21	Please list any benefits from this mediation, e.g., relationships repaired, money saved, productivity improved, communication enhanced. Continue on reverse side.					
Comments and suggestions for improvement (continue on reverse side):						

**Thank you very much for participating in SMART!**

**Greater LA Federal Executive Board SMART (Shared Mediator Team)**  
**CONFIDENTIAL Feedback From Agency Coordinator**

- We need your confidential feedback to know how SMART is working and how to improve it. Because this feedback is so important and available only from you, completion of this form is required, but it's quick and easy!
- Please **fax or mail it** to: Please forward completed form to: *Greater Los Angeles Federal Executive Board*, SMART Coordinator, 501. W. Ocean Blvd., Suite 3200, Long Beach, CA 90802 ♦ (562) 980-3445 ♦ FAX (562) 980-3448 ♦ E-mail [Veronica.Chatman@dhs.gov](mailto:Veronica.Chatman@dhs.gov) Website: [www.losangeles.feb.gov](http://www.losangeles.feb.gov)

Date of mediation:	Your total hours on the case:
Your Federal agency:	Your phone, fax & e-mail Address::
Your name:	
Your title:	
Prior SMART mediations completed for your agency:	Total other mediations completed:
CASE NAME:	Mediation outcome: Full settlement ____ Partial settlement ____ No settlement ____

Item	Please mark one option for Questions 1-10. Please use reverse side for comments and suggestions.	Excellent	Good	Average	Fair	Poor
1	How well did the mediator(s) perform on this case, based on the information available to you?					
2	How well were the parties able to present their cases, based on the information available to you?					
3	How do you rate the outcome of the mediation?					
4	How beneficial was the fact that the mediator came from a different federal agency than yours?					
5	How do you rate the timeliness of the mediation (length of time from your initial contact with SMART to the mediation conference)? If timeliness was fair or poor, please provide details on reverse side:					
6	How do you rate this mediation overall?					
7	How do you rate the SMART program overall?					
8	Will you use SMART again? Yes ____ No ____ If no, explain on reverse please.					
9	Were the right parties at the mediation? Yes ____ No ____ If no, who should have been there instead?					
10	Did the mediation change the relationship between the parties? For the better ____ For the worse ____ No change ____					
11	Your opinion of why the case was or was not settled (use reverse side):					
12	Please list any problems or unusual factors in the mediation or in SMART overall on the reverse side.					
13	Please list any benefits from this mediation, e.g., relationships repaired, money saved, productivity improved, communication enhanced.					

**Thank you very much for participating in SMART!**