

**SAMPLE**

*This sample voluntary resolution agreement contains provisions for affirmative relief (e.g. training, policies, postings). If a resolution is reached prior to HRB issuing a "cause finding," these provisions may or may not be part of the parties' agreement.*

**VOLUNTARY RESOLUTION AGREEMENT**  
(FOR EMPLOYMENT DUAL FILING CONTAINING AFFIRMATIVE RELIEF)

\_\_\_\_\_  
Charging Party,

v.

HRB Case No. \_\_\_\_\_

EEOC Case No. \_\_\_\_\_

\_\_\_\_\_  
Respondent.

This Agreement is between \_\_\_\_\_, (charging party) and \_\_\_\_\_, (respondent).

In the interest of the voluntary resolution of their differences the parties have entered into this agreement in exchange for good and valuable consideration.

This Agreement has been submitted to the Human Rights Bureau (Bureau) for review and approval of the affirmative relief in exchange for the Bureau's agreement not to pursue redesignation under Section 49-2-210, MCA.

To resolve this case, the parties agree as follows:

1. The respondent agrees:

A. (TO PROVIDE TRAINING)

(Insert the persons that will be required to attend the training, the number of hours of training that are required as well as the topics to be discussed. Typically, training requirements should be completed within 90 days of the finalization of the Agreement and the respondent is asked to submit an outline for the training and trainer qualifications to HRB for approval.)

B. (TO SUBMIT RELEVANT POLICIES TO THE BUREAU/THIRD PARTY FOR REVIEW AND COMMENT AND/OR TO ATTEND POLICIES TRAINING.)

C. (TO POST HRB POSTERS IN APPROPRIATE LOCATIONS)

D. to pay charging party the sum of \_\_\_\_\_. The respondent agrees that the payment shall be made payable to the charging party and shall be delivered to the offices of the Bureau with its copy of the signed agreement. The Bureau will forward the check(s) to the charging party or his or her designated representative upon closure of the charge.

2. The parties acknowledge and agree that the (charging party/respondent) is responsible for the payment of any taxes or other assessments that may accrue as a result of payment under this agreement. Further, the parties acknowledge that the Bureau is not responsible for advising the parties of the respective tax implications of this agreement.

3. The charging party agrees to discontinue Case No. HRB \_\_\_\_\_ and agrees not to initiate any new discrimination complaint based upon the facts underlying the present complaint subject to the performance by respondent of the terms of this agreement.

4. The respondent agrees to conduct business in a manner which does not discriminate on the basis of race, color, national origin, religion, creed, age, physical or mental disability, marital status, or sex.

*(If the respondent is the state or any of its political subdivisions, the protected classes will include political belief.)*

5. The respondent agrees not to retaliate against any person for opposing unlawful discriminatory practices, filing a discrimination complaint, testifying, assisting or participating in a discrimination investigation or proceeding.

6. This agreement does not constitute an admission by the respondent of any violation of law and respondent enters into this agreement solely to resolve the matter without further proceedings.

7. The Bureau agrees to cease processing these cases and further agrees to not redesignate the complaints pursuant to 49-2-210, MCA. Further, the Bureau agrees to recommend to the EEOC that it should dismiss the federal portion(s) of this complaint.

8. The charging party agrees that submission of this agreement to the EEOC will constitute a request for closure of EEOC Case No(s).

9. This agreement constitutes the entire agreement of the parties regarding this case. The parties have either obtained the assistance of counsel to advise them concerning the terms of this agreement or have waived legal assistance, knowing their right to counsel. The parties acknowledge that they read this agreement in its entirety before signing it, that they understand all of the terms of this agreement, and that they have freely entered into this agreement.

10. Pursuant to any situation which warrants such action, either party or the Bureau, may compel compliance with the terms of this agreement. Venue of any action to compel compliance with the terms of this agreement shall be in Lewis and Clark County, Montana. The parties agree that this agreement will be admissible in any action to compel compliance with this agreement. The prevailing party in any action to compel compliance with this agreement shall be entitled to recover reasonable attorney fees and costs.

11. This agreement may be executed by either party or the Bureau in counterparts. Each counterpart, bearing original signatures together with the agreement shall constitute one instrument. Facsimile copies of signature pages shall be considered and are hereby deemed to be original signatures for all purposes.

\_\_\_\_\_  
Charging Party Date

\_\_\_\_\_  
Respondent Date

FOR THE HUMAN RIGHTS BUREAU :

\_\_\_\_\_  
(INSERT NAME) Date  
Human Rights Bureau

*I approve of this voluntary resolution to the extent that the agreement applies to claims arising under the Montana Human Rights Act/Governmental Code of Fair Practices and to the extent that the claims being released fall within the jurisdiction of the Human Rights Bureau. The Bureau's obligations regarding the confidentiality of this agreement are set forth in 24.8.210, ARM.*

\_\_\_\_\_  
Katherine Kountz Date  
Bureau Chief