

UNITED STATES OF AMERICA
MERIT SYSTEMS PROTECTION BOARD
WASHINGTON REGIONAL OFFICE

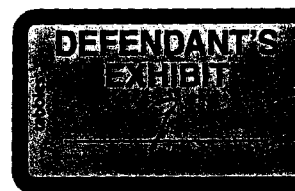
FRED DODGE,)
Appellant,)
v.)
NATIONAL GALLERY OF ART,)
Respondent)

DOCKET NUMBER
DC-0752-03-0011-I-1

DATE: January 30, 2003

SETTLEMENT AGREEMENT

1. This Settlement Agreement and General Release (Agreement) is entered into on this date, January 30, 2003, by the National Gallery of Art, its Directors, officials, and employees ("the Gallery") and by Fred Dodge (Appellant) on behalf of himself, his executor, administrator, heirs and assigns. This Agreement resolves all matters arising from Appellant's removal from the Gallery; including his Merit Systems Protection Board (Board) appeal, DC-0752-03-0011-I-1 (Appeal) of this action; and any and all claims of any nature which Appellant raised or could raise in any forum in which he could appeal, complain, grieve, or otherwise challenge said removal.
2. In consideration of Appellant's promise to take the actions described in paragraph 3 below, the Gallery agrees to reinstate Appellant as a Gallery and federal employee for the period covering August 31, 2002 to December 31, 2002, and to carry him on official paid status for the time he would have been regularly scheduled to work. The parties agree that said reinstatement will be effected within 30 calendar days of Appellant's performance of his obligations under paragraphs 3.A and 3.B below.



3. In consideration of the Gallery's promise to take the actions described in paragraph 2 above, Appellant agrees to the following:
- A. Within five calendar days of Appellant's execution of this Agreement, Appellant agrees to sign and deliver to the Gallery's representative, an SF-52, Request for Personnel Action, stating that he is resigning from the Gallery, effective December 31, 2002, "for personal reasons."
 - B. Within five calendar days of Appellant's execution of this Agreement, Appellant agrees to return any and all keys belonging to the Gallery to the Gallery's representative.
 - C. Appellant agrees that execution of this Agreement constitutes his withdrawal, with prejudice, of his Appeal before the Board and, with the exception of current unemployment compensation benefits Appellant may be receiving, that he will not initiate or continue pending actions, complaints, grievances and/or appeals of any type in any forum against the Gallery arising from his removal from the Gallery.
 - D. Except as provided for in paragraph 2 and with the exception of current unemployment compensation benefits Appellant may be receiving, Appellant waives, abandons, and releases any and all other claims he has or may have for back pay, promotions, bonuses, awards, or any other personnel compensation, or other claim he might have against the Gallery of any kind whatsoever based on his removal from the Gallery.
 - E. Except as provided for in paragraph 2, Appellant waives, abandons, and releases any and all claims for damages or alleged damages, which he claims or could have claimed to have sustained based on his removal from the Gallery.
 - F. Appellant unconditionally and irrevocably waives all rights to reinstatement with the Gallery forever.

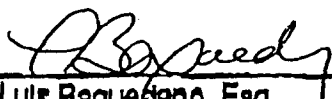
- G. As a condition of the settlement of this matter, Appellant hereby agrees that any allegations, factual or legal, concerning any aspect of his removal or resignation from the Gallery's employment may not be the basis for any future judicial or administrative action, suit, complaint, or grievance of any kind by Appellant, except an enforcement action authorized by law with respect to the instant Appeal.
4. Appellant and Ralph Wright, his representative, both in their capacities as AFGE Local 1831, Vice President and President, respectively, specifically agree to withdraw, with prejudice, the charge of unfair labor practice (ULP) submitted to the Federal Labor Relations Authority (FLRA), Case No. WA-CA-02-0779.
5. With respect to employment references, Appellant will provide advance notice to the Gallery regarding any reference inquiries and will refer all potential future employers requesting an employment reference to the Gallery's Personnel Officer or Deputy Personnel Officer, at (202) 842-6282. Any inquiry received by the Gallery from a prospective employer of Appellant will be referred to the Gallery's Personnel Officer or Deputy Personnel Officer. Appellant understands that in response to an inquiry from a prospective employer, the Gallery will only verify the dates of Appellant's employment (07/12/1992 – 12/31/2002), the position he held (Electrician), and his ending salary (\$21.97 per hour), and grade level (WG-10, step 5). This provision will be in effect only for a period of one (1) year from the signing of this agreement. This provision does not extend to requests for employment references or information requests about Appellant's disciplinary history, from other federal agencies and/or which require that such information be provided under oath. If such a situation arises, the Gallery will answer truthfully and consistent with the information found in Appellant's Official Personnel Folder (OPF) or in his Employee Relations File (ERF).
6. The parties agree that the monetary amount that will be paid to Appellant, as described in paragraph 1, represents the entire amount of this settlement. Appellant agrees to waive any further claim to attorney fees and costs arising out of these proceedings.

7. Appellant and the Gallery acknowledge that this Agreement does not constitute an admission by either party of any wrongdoing or liability whatsoever.
8. The Parties agree that this Agreement and Appellant's removal will be kept confidential and will not be disclosed by either party, their representatives, or agents, except to the extent required or allowed by this Agreement or by law and then, only to authorized Gallery/federal officials or by the Appellant to his attorney, tax advisor or Union representative.
9. The parties request that this Agreement be entered into the Board's record for enforcement purposes.
10. This Agreement constitutes the complete understanding and agreement between Appellant and the Gallery. No other promises or agreements, either express or implied, shall be binding unless reduced to writing and signed by both parties to this Agreement.
11. The parties agree that the invalidity or unenforceability of any particular provision of this Agreement shall not affect its other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision had been omitted.
12. Appellant acknowledges that he is represented in this matter by a representative of his choice, and that he has reviewed and consulted with his representative regarding this Agreement before signing it. Appellant also acknowledges that he has been given a reasonable period of time in which to decide to enter into this Agreement.

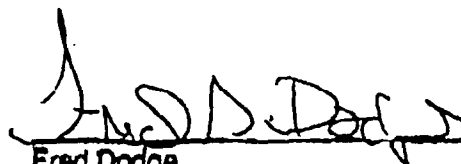


13. Appellant acknowledges that: (A) he has carefully read this Agreement and fully understands its meaning and intent; (B) he has had this Agreement explained to him by his representative, and understands its legal consequences; (C) he agrees to all the terms of the Agreement and is voluntarily signing below, and (D) the only consideration for signing this Agreement are the terms stated in the Agreement and no other promises or representations of any kind have been made by any person to cause him to sign this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.



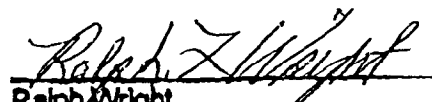
Luis Baquedano, Esq.
Gallery Representative
National Gallery of Art



Fred Dodge
Appellant

January 30, 2003
Date

1-30-03
Date



Ralph Wright
President, AFGE Local 1831
Appellant's Representative

1-30-03
Date