

U.S. Department of Labor

Board of Contract Appeals  
1111 20th Street, N.W.  
Washington, D.C. 20036



DATE: October 23, 1987

CASE NO. 86-BCA-22

IN THE APPEAL OF

SOUTHEASTERN TRAINING CORPORATION  
Appellant

v.

U.S. DEPARTMENT OF LABOR  
Respondent

**ORDER OF DISMISSAL**

In consideration of the parties' joint Motion To Dismiss with Prejudice filed on October 19, 1987, and the representation that all issues pending in this case have been settled in accordance with the terms of the attached Settlement Agreement, and it appearing that all issues have been resolved so that no further consideration by the Board is required, it is this 23rd day of October, 1987,

ORDERED that this case be dismissed with prejudice as settled.

EDWARD TERHUNE MILLER  
Administrative Law Judge and  
Member, Board of Contract Appeals

Washington, D. C.

ETM:paw

U.S. DEPARTMENT OF LABOR  
BOARD OF CONTRACT APPEALS  
WASHINGTON, D.C. 20036

In the Matter of the

SOUTHEASTERN TRAINING  
CORPORATION,  
Appellant,

Case No. 86-BCA-22

Contract No. 37-1-0006-43

v.

U.S. DEPARTMENT OF LABOR,  
Respondent.

SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into between the U.S. Department of Labor (hereinafter the "Department"), as represented by the Director, Office of Grants and Contracts Management (hereinafter the "Director"), and the Southeastern Training Corporation (hereinafter the "Contractor").

WHEREAS, the Department and the Contractor entered into Contract Number 37-1-0006-43, under the authority of the Comprehensive Employment and Training Act and Job Training Partnership Act, which together with any and all amendments, changes, and modifications hereto are hereafter referred to as "the Contract";

AND WHEREAS, on March 25, 1986, the Contracting Officer issued his Final Decision, based on Audit Report No. 09-5-238-03-370, covering the period April 1, 1983 through May 31, 1984, disallowing \$365,077.00 in costs.

AND WHEREAS, the Contractor appealed the Final Decision and the case was docketed as 86-BCA-22;

AND WHEREAS, the parties desire to resolve this matter without the necessity of additional litigation.

THEREFORE, the parties hereby stipulate and agree as follows:

1. After a review of the documentation and information submitted by the Contractor, the Contracting Officer has reduced the disallowed costs to \$102,339.

2. The Contracting Officer and the Contracting Officer's attorney have reviewed this case and the evidentiary documents submitted by the Contractor, and have determined that, consistent with law and policy,

it is in the best interest of the Government to accept the Contractor's offer of \$70,000.00 in full satisfaction of the amount which remains disallowed and now on appeal.

3. The Department and Contractor agree that a claim of the Contractor against the Department in the amount of \$32,151.02, with accrued interest of \$6,084.33, totalling \$38,235.35, shall be offset against the above settlement amount. This claim arises from an unpaid voucher, No. 77, submitted to the Department by the Contractor on May 6, 1985 in connection with the Contract herein.

4. The Department and the Contractor further agree that the amount of \$7,240.25 in indirect costs is owed to the Contractor by the Department under Contract Nos. 37-8-0790-43 and 37-1-0006-43 and shall be offset against the above settlement amount. These monies arise from partial payment of a claim submitted by the Contractor to the Department for outstanding indirect costs under the two noted contracts.

5. The Contractor agrees to repay the Department \$774.40 upon the signing of this Settlement Agreement.

6. The Contractor agrees to pay the remaining \$23,750.00 over a thirty-eight (38) month period which will commence on November 1, 1987 in the amount of \$625 per month and which will continue thereafter until the final payment of \$625 is made on December 1, 1990.

7. The payment of the above amounts by the Contractor shall be from funds which are not allocable to or chargeable to any Federal grant or contract.

8. Payments under this Agreement shall be made by certified check payable to the U.S. Department of Labor and sent to David O. Williams, Administrator, Office of Financial and Administrative Management, U.S. Department of Labor, Employment and Training Administration, 200 Constitution Avenue, N.W., Room N-4671, Washington, D.C. 20210

9. Upon any breach of this Settlement Agreement on the part of the Contractor, the amount of \$102,339.00 plus interest, less amounts owed by the Department to the Contractor pursuant to paragraphs 3 & 4, or paid by the Contractor pursuant to this agreement, accrued from 30 days after the Final Decision, and any applicable penalty, processing and handling fees will be due for immediate payment.

10. In the event that, the Contractor defaults on repayment in violation of this Settlement Agreement, nothing in it shall prevent the Department from pursuing action against the Contractor in accordance with 31 § 3711 et seq., 4 C.F.R. 101.1 et seq. and 29 C.F.R. Part 20.

11. The Contractor shall not be in breach of this Agreement if any payment to be made under this Agreement is received at the Department within 90 days of its due date.

12. Each party hereby agrees to bear its own fees and other expenses incurred by such party in connection with any stage of this proceeding.

13. This Settlement Agreement shall be the basis upon which the parties shall seek dismissal of Case No. 86-BCA-22 with prejudice.

DATED: 10-8-87

ERSKINE D. HAWKINS, SR.  
President, Southeastern  
Training Corporation

DATED: Oct. 8, 1987

PHILLIP LEIGH THOMASON  
Representative for the  
Southeastern Training  
Corporation

DATED: Oct. 13, 1987

JOSEPH PASLAWSKI  
Director, Office of Grants  
and Contracts Management

DATED: 10/13/87

VINCENT C. COSTANTINO  
Attorney for the  
Contract Officer  
Office of the Solicitor  
U.S. Department of Labor