

Sample Final Separation Agreement

(Agencies may tailor or edit this agreement)

This agreement is between [AGENCY] (“Agency”) and the Employee identified below.

On January 28, 2025, OPM circulated a memorandum to Agency employees (Fork in the Road Memo) offering them a voluntary deferred resignation option. The offer stated that those employees who accept the offer will not be subject to any reduction in pay and benefits by their agency and exempted them from all applicable in-person work requirements until September 30, 2025, or earlier if they choose to accelerate the resignation date for any reason (Deferred Resignation Program).

The Agency has received Employee’s voluntary request to be included in the Deferred Resignation Program and the Agency accepts Employee’s request to be included in the Deferred Resignation Program. Accordingly, the parties agree as follows:

1. Employee is accepted into the Deferred Resignation Program.
2. Employee shall be placed on paid administrative leave on [DATE], 2025. Employee shall remain on paid administrative leave up through and including September 30, 2025, or such earlier date on which Employee may choose to resign or otherwise separate from federal service (Deferred Resignation Period).
3. Employee agrees to turn in all Agency equipment and property no later than [DATE], 2025, as directed by Employee’s supervisor.
4. Employee shall not be expected to work during the Deferred Resignation Period and shall be exempt from any return-to-office requirements.
5. During the Deferred Resignation Period, Agency shall continue to pay Employee’s current salary and Employee shall continue to retain and receive all benefits of Employee’s federal employment, including but not limited to TSP contributions, health, dental, vision and/or any other similar benefits, with Agency making the government’s contribution. Employee will receive retirement service credit during the deferred resignation period consistent with the retirement provisions applicable to Employee. If Employee becomes eligible for a within-grade increase during the deferred resignation period, Agency shall process the within-grade increase and Employee shall receive the associated salary increase.
6. Employee will continue to accrue annual and sick leave during the deferred resignation period. Employee will receive a lump sum payment of accrued annual leave in accordance with 5 CFR part 550 upon separation from service.
7. If there is a lapse in appropriations during the Deferred Resignation Period Employee shall retain all existing rights covering such lapse in appropriations regardless of their status as a Deferred Resignation Program participant including but not limited to receiving back pay consistent with the Government Employee Fair Treatment Act of 2019.

8. Agency shall comply with all terms of this agreement even if Employee's position is eliminated or reassigned prior to September 30, 2025. Employee shall not be subject to furlough, termination, reduction in force or layoff as a result of an agency-initiated reorganization or reduction in force. Employee agrees to cooperate with steps taken by Agency to exempt Employee from any reduction in force.
9. Nothing in this agreement prevents Employee from retiring from federal service at any time if Employee is eligible to do so under the applicable provisions of CSRS or FERS prior to December 31, 2025. If Employee is eligible and elects to retire before December 31, 2025, Employee's retirement election shall override any benefits that would be available to Employee under this agreement after the effective date of Employee's separation. Employee understands that Employee is responsible for submitting a CSRS or FERS application.
10. Nothing in this agreement prevents Employee from retiring from federal service on or before [INSERT VERA END DATE] if Employee is eligible to do so under the Voluntary Early Retirement Authority (VERA). If Employee is eligible and elects to retire under VERA, Employee's retirement election shall override any benefits that would be available to Employee under this agreement after the effective date of Employee's separation. Employee understands that Employee is responsible for submitting a VERA application.
11. Employee acknowledges they have entered the agreement knowingly, voluntarily, and free from improper influence, coercion, or duress.
12. Employee acknowledges that Agency will immediately rely on the terms of this agreement in consolidating and reassigning roles and otherwise taking steps to reform the agency workforce. Consequently, Employee understands that, as of the effective date of this agreement, this agreement is final and reflects Employee's decision to resign effective September 30, 2025, unless Employee resigns or retires earlier as set forth above.
13. **If 40 years of age or older**, Employee waives any claims, complaints, charges, or civil actions the employee has or could have raised under the Age Discrimination in Employment Act against Agency as of the effective date of this agreement. Employee further acknowledges the following in connection with this waiver of rights under the ADEA:
 - a. The Employee has reviewed the entire agreement and understands its provisions;
 - b. The Employee has not waived any rights or claims that may arise after the date this agreement is signed;
 - c. The Employee is advised to consult with an attorney prior to signing this Agreement;
 - d. The employee has received, by separate attachment, information concerning the job titles, ages, and DRP eligibility of all other employees in the same job classification or organizational unit as required by the Older Workers Benefit Protection Act.
 - e. The Employee has 45 days to consider the terms of this Agreement but, at the Employee's sole discretion, waives such right;
 - f. After returning a signed and dated copy of the agreement to Agency, the employee retains the right to revoke the agreement for seven (7) days. The agreement will not become effective or enforceable until the revocation period has expired; and

g. The actions/obligations described in sections 2, 3, and 4 of this Agreement shall not occur until the end of the 7 day revocation period.

14. Consistent with law, Agency agrees to waive any debt owed by Employee to Agency pursuant to a recruitment incentive, student loan repayment, or other service agreement. Agency also agrees to waive any remaining service requirements from taking paid parental leave and stipulates that it will not seek reimbursement from the employee of any costs it may be entitled to recover under the Paid Parental Leave Act (5 U.S.C. 6382).

15. This agreement shall constitute the entire agreement between the parties, and shall supersede all prior agreements, understandings and negotiations between the parties with respect to the terms of Employee's resignation.

ON BEHALF OF [AGENCY]:

[NAME, TITLE]

EMPLOYEE

[NAME, TITLE]