

Deferred Resignation Agreement

This agreement is between [AGENCY] and the Employee identified below.

WHEREAS, on or about January 28, 2025, OPM circulated a memorandum to all [AGENCY] employees (Fork in the Road Memo) offering them a voluntary deferred resignation option. The offer allows those employees who accept the offer by February 6, 2025 to retain all pay and benefits and exempts 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); and

WHEREAS, [AGENCY] has received Employee's voluntary request to be included in the Deferred Resignation Program; and

WHEREAS, [AGENCY] accepts Employee's request to be included in the Deferred Resignation Program; and

WHEREAS, the parties wish to express the terms and conditions of the agreement between the parties concerning Employee's participation in the Deferred Resignation Program.

WHEREFORE, the parties hereto agree as follows:

1. Employee is accepted into the Deferred Resignation Program.
2. Employee agrees to continue working through February 28, 2025, in an effort to ensure a smooth transition of Employee's duties, responsibilities and work assignments to other staff. Employee is exempt from all in-person work requirements. Employee agrees to turn in all [AGENCY] equipment and property on or before February 28, 2025, as directed by Employee's supervisor.
3. Employee shall be placed on paid administrative leave no later than March 1, 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). 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 continue to accrue annual and sick leave during the deferred resignation period. Employee will receive retirement service credit during the deferred resignation period. 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.

4. Employee shall not be expected to work during the deferred resignation period except in rare circumstances as determined by [AGENCY].
5. Employee agrees that Employee's effective resignation date from [AGENCY], and separation from federal service, shall be September 30, 2025. Employee, however, may resign from the federal service on any date prior to September 30, 2025. [AGENCY] shall not take steps to terminate Employee's employment with the federal service prior to September 30, 2025, except where Employee is convicted of a felony crime that would render Employee ineligible for Federal employment.
6. Employee will receive a lump sum payment of accrued annual leave in accordance with 5 CFR part 550 upon separation from service.
7. 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. If Employee is eligible and elects to retire before September 30, 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 retirement.
8. Employee may accept non-federal employment during the deferred resignation period provided it does not violate the Standards of Ethical Conduct for Employees of the Executive Branch at 5 CFR part 2635, or the Supplemental Standards of Ethical Conduct for Employees of the National Aeronautics and Space Administration at 5 CFR part 6901.
9. By signing this agreement, the parties acknowledge that they have entered the agreement knowingly, voluntarily, and free from improper influence, coercion, or duress. Employee understands that this agreement cannot be rescinded, except in the sole discretion of the [AGENCY HEAD], which shall not be subject to review at the Merit Systems Protection Board or otherwise.
10. Employee acknowledges that [AGENCY], in conjunction with all other federal departments, agencies and units, 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 this agreement is final and Employee's decision to resign effective September 30, 2025, unless Employee resigns or retires earlier as set forth above, is final. [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 OPM or federal government reorganization or reduction –in force. Employee agrees to cooperate with steps taken by [AGENCY] (such as reassignment to a different component) to exempt Employee from any reduction in force.

11. If there is a lapse in appropriations during the term of this agreement that requires Employee to be placed on furlough status, Employee shall be placed on furlough status during the lapse. Once the lapse is over, Employee shall be taken off furlough and shall receive back pay under the Government Employee Fair Treatment Act of 2019.
12. Employee forever waives, and will not pursue through any judicial, administrative, or other process, any action against [AGENCY] that is based on, arising from, or related to Employee's employment at [AGENCY] or the deferred resignation offer, including any and all claims that were or could have been brought concerning said matters. Employee unconditionally releases [AGENCY] and its present and former employees, officers, agents, representatives, and all persons acting by, through, or in concert with any of those individuals, either in their official or individual capacities, from any and all liability based on, arising from, or relating to the matters that Employee may have against them, including any and all claims that were or could have been brought. Consistent with applicable law, Employee similarly waives any claim that could be brought on Employee's behalf by another entity, including Employee's labor union.
13. [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.
14. Should Employee become subject to military orders during the deferred resignation period, then any laws, rules, or other guidance applicable to the Employee as a servicemember that are inconsistent with provisions of this agreement shall supersede the inconsistent terms of this agreement.

ON BEHALF OF [AGENCY]:

[NAME, TITLE]

EMPLOYEE

[NAME, TITLE]