

## Deferred Resignation Agreement

This agreement is between [DoD Component] and the Employee identified below (hereinafter referred to as “the parties”).

WHEREAS, on or about January 28, 2025, the U.S. Office of Personnel Management (OPM) circulated a memorandum to all Department of Defense 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, [DoD Component] has received Employee's voluntary request to be included in OPM's Deferred Resignation Program; and

WHEREAS, [DoD Component] 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 [date], 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 [DoD Component] equipment and property on or before [date], as directed by Employee's supervisor.
3. Employee shall be placed on paid administrative leave no later than [date]. 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, Employee shall continue to retain and receive all pay and benefits warranted by Employee's federal employment. This may include, but is not limited to, TSP contributions, health, dental, vision and/or any other similar benefits, consistent with Employee's arrangements with [DoD Component] prior to the deferred resignation period. Likewise, during the deferred resignation period, Employee will continue to accrue annual and sick leave; receive retirement service credit; and, if Employee becomes eligible for a within-grade increase, [DoD Component] 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 [DoD Component] and in compliance with all applicable laws, rules, and regulations including, but not limited to, applicable federal ethics laws and regulations.
5. Employee agrees that Employee's effective resignation date from [DoD Component], 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. [DoD Component] 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 for all accumulated and 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. Employee understands that Employee is responsible for submitting a CSRS or FERS application.
8. 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 retirement. Employee understands that Employee is responsible for submitting a VERA application.
9. 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 other applicable federal laws, or any supplemental Standards of Ethical Conduct for Employees or regulations of. Employee acknowledges that until Employee has officially separated from federal service, Employee remains subject to all applicable federal ethics laws and regulations, the DoD supplemental ethics regulations, the DoD Joint Ethics Regulation, and the Hatch Act. This includes, but is not limited to, the provisions prohibiting certain representational activities at 18 U.S.C. §§ 203 and 205 and requirements at 5 C.F.R. § 3601.106. Upon separation, Employee acknowledges that Employee will be subject to the post-Government employment restrictions at 18 U.S.C. § 207, section 1045 of the National Defense Authorization Act for Fiscal Year 2018, and, if applicable, the procurement integrity provisions at 41 U.S.C. § 2104.

[Insert for Employees required to file a public financial disclosure report (OGE Form 278) pursuant to the Ethics in Government Act (EIGA) at 5 U.S.C. Chapter 131:  
Employee acknowledges that until Employee has officially separated from federal service, Employee must continue to meet applicable reporting requirements, including, but not limited to:

- a. Employee must continue to file periodic, annual, and termination reports as required by section 13105 of the EIGA and 5 C.F.R. § 2634.201; and
  - b. Employee must comply with the requirements at 5 U.S.C. § 13103 to file a notification with their local ethics official within three business days of engaging in negotiations for post-Government employment or entering into an arrangement for such employment.]
10. 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, except as provided in paragraph 14 applicable to Employees 40 years of age or older, this agreement cannot be rescinded, except in the sole discretion of the [DoD Component Head], which shall not be subject to review at the Merit Systems Protection Board (MSPB) or any other forum, and waives all rights to challenge the resignation before the MSPB or any other forum.
11. Employee acknowledges that [DoD Component], in conjunction with 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. [DoD Component] 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 [DoD Component] (such as reassignment to a different component) to exempt Employee from any reduction in force.
12. All [DoD Component] provision of pay and allowances under this agreement are subject to the availability of funds. 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 any back pay to which Employee is entitled under the Government Employee Fair Treatment Act of 2019.
13. Employee forever waives, and will not pursue through any judicial, administrative, or other process, any action against [DoD Component ] or the Department of Defense that is based on, arising from, or related to Employee's employment at [DoD Component] or the deferred resignation offer, including any and all claims that were or could have been brought concerning said matters. This waiver includes all claims Employee may have under the Age Discrimination in Employment Act. Employee unconditionally releases [DoD Component] and the Department of Defense, and their 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.
14. If 40 years of age or older, Employee understands that they are entitled to rights and benefits under the Age Discrimination in Employment Act and Older Workers Benefit Protection Act (OWBPA). The parties acknowledge that the Employee has preserved and/or executed the following rights and responsibilities:

- a. The Employee has reviewed the entire agreement and understands its provisions;
  - b. The Employee has not waived any ADEA or OWBPA rights or claims that may arise after the date this agreement is signed;
  - c. The Employee has the right to consult with an attorney prior to signing this agreement;
  - d. Federal law provides that the Employee may have 45 days from receipt of this Agreement to review and consider this agreement before signing it;
  - e. Federal law further provides that the Employee may revoke this agreement within seven days after signing and delivering the agreement to [DoD Component]; the agreement is not effective and enforceable until this seven-day revocation period has passed; and
  - f. Having been informed of these rights and after an opportunity to consult with an attorney, the Employee hereby waives these rights.
15. [DoD Component] agrees to waive [insert provisions specific to employee circumstances after confirming such requirements may be waived. For example, may waive any remaining service requirements from taking paid parental leave]. [DoD Component] will take no steps to establish a debt for failure to satisfy any service time commitments.

16. 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.

17. In case any provision of this shall agreement be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

ON BEHALF OF [DoD Component]:

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[NAME, TITLE]

EMPLOYEE

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[NAME, TITLE]