

## **RESOLUTION AGREEMENT**

On or about January 28, 2025, The Office of Personnel Management (“OPM”) circulated a memorandum to all Department employees offering them a voluntary deferred resignation option. The offer allows those employees who accept the offer by February 12, 2025, to be placed in an administrative leave status until their voluntary resignation date of September 30, 2025, or earlier if they choose to accelerate the resignation date for any reason. The Agency has received and accepted Employee’s voluntary request to be included in the Deferred Resignation Program.

**1. PARTIES.** The parties, \_\_\_\_\_ (“Employee”), and the U.S. Department of Commerce (“Agency”), voluntarily agree to enter into this Agreement following Employee’s voluntary acceptance of the Deferred Resignation program offered to eligible federal employees by OPM. By and through this Agreement, the parties resolve any and all disputes between them concerning the Employee’s employment with the Agency, regardless of the forum, as of the effective date of this Agreement.

**2. EMPLOYEE.** In consideration of the Agency’s taking the actions described in Paragraph No. 3 below, Employee agrees to:

**a. RETIREMENT.** Voluntarily retire from their employment with the Agency effective December 31, 2025. Employee understands and agrees that they may accelerate the effective date of their retirement to any date prior to December 31, 2025. However, Employee also understands and agrees that they may not extend the effective date of their retirement beyond December 31, 2025.

Employee retains the right to request a rescission of their retirement at any time prior to the effective date of their retirement. However, Employee understands and agrees that the Agency retains sole discretion as to whether to accept Employee’s rescission of their retirement. Employee understands and agrees that the Agency’s acceptance, or lack thereof, of the Employee’s rescission of their retirement would not constitute a breach of this Agreement.

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Initials: \_\_\_\_\_ Employee

\_\_\_\_\_ Department Official

**b. CLOSEOUT DUTIES.** Assist the Agency with closeout duties, including completing reasonable and customary tasks and processes to facilitate Employee's departure. Employee understands and agrees that the length and substance of such closeout duties are at the sole discretion of the Agency.

**c. ADMINISTRATIVE LEAVE.** Voluntarily accept placement in a paid, non-duty status (administrative leave) until the effective date of Employee's voluntary resignation or retirement as outlined in Paragraph 2.a. of this Agreement. Employee will be placed on administrative leave immediately upon successful completion of closeout duties as determined by the Agency and contemplated in Paragraph 2.b of this Agreement, or by February 28, 2025, whichever occurs first.

**c. WAIVER.** Waive, release, and forever discharge the Agency, its officers, agents, employees, and representatives (in their official and/or personal capacities) from any claims, demands, or causes of action, which Employee has or may have, arising from Employee's employment, including, but not limited to, Employee's voluntary participation OPM's Deferred Resignation Program. Specifically, Employee waives any and all rights and claims arising under the Age Discrimination in Employment Act, 29 U.S.C. § 633a et seq., as amended by the Older Workers' Benefit Protection Act, the Rehabilitation Act, 29 U.S.C. § 791 et seq., as amended, and Title VII of the Civil Rights Act, 42 U.S.C. § 2000e et seq., as amended. This release includes, but is not limited to, the release of any right to administrative, judicial, or congressional relief, or any other type of relief, or of any claim to back pay, attorney's fees and costs, or other type of compensation, except what is specifically set forth in paragraph 3, below. This release specifically includes, but is not limited to, all claims based on events which took place prior to the date of the final execution of this agreement. However, by entering into this Agreement, Employee does not waive rights or claims that may arise after the date the parties sign this Agreement.

**3. AGENCY.** In consideration of Employee taking the actions described in Paragraph 2, above, the Agency agrees to:

**a. RETIREMENT.** Accept and process Employee's voluntary retirement effective December 31, 2025 (provided Employee has not retired prior to the effective date of their resignation), pursuant to Paragraph 2.a. above.

**b. ADMINISTRATIVE LEAVE.** Upon successful completion of closeout duties as determined by the Agency and contemplated in Paragraph 2.b of this Agreement, or by February 28, 2025, whichever occurs first, place Employee in a paid, non-duty status

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Initials: \_\_\_\_\_ Employee

\_\_\_\_\_ Department Official

(administrative leave) until the effective date of Employee's voluntary resignation or retirement as outlined in Paragraph 2.a of this Agreement.

**4. NON-ADMISSION.** This Agreement does not constitute an admission by the Agency of any wrongdoing on its part, and the Agency expressly denies that it, its officers, agents, employees or representatives, violated any law, regulation, contract, or employment practice with regard to the treatment of Employee.

**5. NOT PRECEDENTIAL.** The parties agree that this Agreement has no precedential effect. Neither the Agreement, nor any term(s) herein may be used as a basis, by any person or persons, to justify similar terms in any subsequent matter. This Agreement shall not be used, cited or relied upon by any party in connection with any other judicial or administrative procedure except as set forth in Paragraph 6, below.

**6. NON-DISCLOSURE.** Employee agrees to keep the nature and terms of this Agreement confidential. The terms of this Agreement may not be disclosed to any person or entity beyond the persons signing below (or their successors at the Agency), except to Employee's spouse, as required by law, as necessary to implement the terms of the Agreement, or as ordered by a court or administrative body of competent jurisdiction. Inadvertent disclosure by someone not aware of the terms would not constitute a breach of this agreement. Nothing in this Agreement shall limit the disclosure of any information by personnel of the Agency's Office of Inspector General in the conduct of their official duties. These provisions are consistent with and do not supersede, conflict with, or otherwise alter Employee's obligations, rights, or liabilities created by existing statute or Executive Order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General or the Office of Special Counsel of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive Orders and statutory provisions are incorporated into this Agreement and are controlling as applicable.

**7. RIGHT TO REPRESENTATION.** Employee is aware of the right to representation by an attorney and is encouraged to have an attorney review this Agreement prior to signing.

**8. EFFECT OF SIGNATURE.** By signing this Agreement, Employee agrees that Employee has read and understands the entire Agreement, the effect(s) of each provision, and that Employee has signed this Agreement voluntarily and was in no way coerced.

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Initials: \_\_\_\_\_ Employee

\_\_\_\_\_ Department Official

Employee shall have forty-five (45) days from the date of receipt of this Agreement to consider its terms. Should Employee sign this Agreement before the forty-five (45) day period has expired, Employee attests that Employee's decision to accept such a shortening of this period is knowing and voluntary, and was not induced by the Agency through fraud, misrepresentation, and/or threat to withdraw or alter the terms of the Agreement. Employee has seven (7) days from the date all parties have provided signatures to this Agreement to revoke the Agreement. The Agreement shall not become effective or enforceable until the revocation period has expired.

**9. TOTALITY OF AGREEMENT.** This Agreement constitutes a fair, full and final resolution of all aspects of these allegations, and contains all terms and conditions of the Agreement between the parties. No other conditions or assurances, expressed or implied, are included.

**10. EFFECTIVE DATE.** This Agreement becomes effective when fully executed by the signatories designated below.

\_\_\_\_\_  
Employee Date

\_\_\_\_\_  
Department Official Date

\_\_\_\_\_  
Initials: Employee

\_\_\_\_\_  
Department Official