**Employment Resignation Agreement**

1. The Parties to this agreement are the AGENCY NAME (the Agency) and EMPLOYEE NAME, POSITION TITLE, ORGANIZATIONAL UNIT (the employee).

2. This matter arises from the Agency’s concern about certain conduct resulting in a proposed fourteen day suspension (or removal or whatever) of the employee proposed on DATE.

3. This agreement constitutes the entire agreement between the Agency and the employee with respect to the matters discussed herein. There are no other agreements between the parties, express or implied, oral or written. The terms and conditions of this agreement are confidential and may only be disclosed in the context of an administrative legal or proceeding between the parties or by agency personnel on a need-to-know basis, to carry out terms of this agreement.

4. The employee agrees:

a. that he will complete a Standard Form 52 and take all other such actions as necessary to resign from his position on or before the signature date of this agreement.

b. his resignation will be effective on DATE.

c. by executing this agreement, his resignation from his employment with the AGENCY NAME is irrevocable.

d. not to seek reemployment with the Agency.

e. This waiver is made freely, knowingly, and without coercion and that no improper coercion or undue pressure has been placed on him by AGENCY NAME representatives in the reaching of this agreement.

f. that by executing this agreement, he releases and discharges the Government, the Agency, and its employees, in both their individual and official capacities, from any and all liability, claims, or causes of action, relating to this or any other employment-related matter in relation to the employee’s employment with AGENCY NAME in progress at the time of the execution of this agreement.

g. that he has various administrative and judicial review rights but waives all such rights except the right to seek enforcement of the terms of this agreement in return for and consideration of this agreement.

5. In consideration for the employee’s agreement as set forth in paragraph 3. above, the Agency agrees:

a. upon the signature date of the agreement and all subsequent times while under Agency control, to ensure that the employee’s Official Personnel Folder contains no reference to this matter or to his proposed suspension (or removal or whatever) of DATE.

b. upon the signature date of the agreement and all subsequent times while under Agency control, to ensure that no record addressing any conduct or performance issue involving the employee other than those in the employee’s Official Personnel Folder on the effective date of this agreement will be maintained except by the Office of the General Counsel for such purposes as are pursuant the enforcement of Section 3., above.

c. to permit the employee to be carried on the Agency’s personnel rolls in an administrative leave status until the effective date of his resignation.

d. that employment inquiries referred to the Director, ORGANIZATIONAL UNIT will be answered by provision of the attached letter. The responsibility for directing a requestor to contact the Director ORGANIZATIONAL UNIT rests solely on the employee.

For the Agency,

NAME & SIGNATURE Date: \_\_\_\_\_\_\_\_\_\_\_

Employee Name

NAME & SIGNATURE Date: \_\_\_\_\_\_\_\_\_\_\_

Employee Name Representative

NAME & SIGNATURE Date: \_\_\_\_\_\_\_\_\_\_\_