This document involves employment or workplace-compliance obligations that vary by state and by employer size. It is a general starting point only — not legal advice — and should be reviewed by an employment attorney licensed in your state before use.

Separation Agreement

Employee: [Employee name] **Company:** [Employer name] **Separation date:** [Separation date]

1. Separation

Employee's employment with [Company name] ends effective [Separation date]. [Note reason only if the company's practice is to state one — many separation agreements intentionally don't.]

2. Final Pay

Employee will receive final wages through the separation date, including any accrued and unused paid time off owed under Company policy, paid [on the separation date / on the next regular payday — final-pay timing rules vary by state, confirm this matches Employee's work state].

3. Benefits

[Employee name]'s benefits end [on the separation date / at the end of the month, per plan terms — specify]. Employee will separately receive information about continuing health coverage (e.g., COBRA, where applicable) and any other benefit continuation rights.

4. Return of Property

Employee agrees to return all Company property (including [list items — e.g., "laptop, access badge, keys, and any Company documents or data"]) by [Return date].

5. Severance

[If severance is offered: "In exchange for the release below, Company will pay Employee severance of [Amount, e.g., $5,000 or 4 weeks of pay], paid [terms]." If not offered, delete this section.]

6. Release of Claims

[If severance is offered, this section is where Employee releases Company from employment-related claims in exchange for it. This is the single highest-stakes part of this whole template: a valid release has real legal requirements that vary by claim type and by state — for example, federal law (the Older Workers Benefit Protection Act) requires specific review and revocation periods for a release covering age-discrimination claims from an employee 40 or older. Do not rely on generic bracketed language here; have an employment attorney draft or review this section specifically before using it.]

7. Confidentiality & Non-Disparagement

Employee agrees to keep the terms of this Agreement confidential except as required by law, and both parties agree not to make disparaging statements about the other. [Some states restrict non-disparagement or confidentiality clauses that could discourage reporting unlawful conduct — confirm this matches applicable law.]

8. Governing Law

This agreement is governed by the laws of the State of [State].

Signatures

By signing below, each party agrees to these terms.

[Employer name] ("Company, by")

Signature: _____ Printed name: _____ Date: _____

[Employee name] ("Employee")

Signature: _____ Printed name: _____ Date: _____

This template is a general starting point, not legal advice — customize it and have it reviewed for your situation.