

BOARD LETTERHEAD

DATE

Employee Name
Address

RE: Acceptance of Resignation (AWOL)

Dear _____:

You have not been to work since the ____ day of _____, 20__, and you have not requested leave nor been absent with leave. I will interpret your absence without leave as a resignation which I accept, effective the close of business on the last day you did work which was the ____ day of _____, 20__.

You will be paid through the hour of your departure but, you are no longer considered an employee of this school district due to this apparent resignation.

Please return to your immediate supervisor any items in your possession which may belong to this school district.

I wish you well in the future and with kindest personal regards,

Sincerely,

Superintendent

cc: Immediate Supervisor
Payroll
Personnel File
Board Attorney

31 ~~SET~~

PERSONNEL

03.1331

- CERTIFIED PERSONNEL -

Outside Employment or Activities

OUTSIDE EMPLOYMENT

Certified employees shall not accept outside employment or activities which will prevent them from fulfilling regularly assigned school duties and obligations.

Employees shall not perform any duties related to an outside job during their regular working hours.

EXCEPTION

While performing service or undergoing training, employees who are members of the National Guard, any reserve component of the U.S. armed forces, or reserve corps of the U.S. Public Health Service shall be entitled to leave of absence from their respective duties.¹

REFERENCES:

¹KRS 61.394, KRS 61.396
KRS 160.290
KRS 160.291 (4)

RELATED POLICIES:

03.122
03.1238

Adopted/Amended: 03/09/1995

Order #: 5

Date

Address

RE: Private Reprimand for Excessive Absenteeism

Dear Ms.:

I have learned that you have missed an extraordinary number of days from your teaching assignment for the last few years. You currently are under contract to perform teaching services to our students and this district for 187 days per school year. When you are absent our students are denied your professional services and our students are then subjected to numerous interruptions with substitute teachers. The district is also inconvenienced by having to locate substitute teachers and then compensate those who substitute for you.

In looking back over this school year alone, it appears that you do not have any sick days available; you do not have any personal days available; you have used 29 sick days; you have used 3 personal days (and docked 1 for the excess); had 12 sick days donated; and, been docked 9.5 days from your pay due to your extensive absences. Thus, it appears you have been absent about 53.5 days from work for a variety of reasons and we have been in school only _____ days so far this year. Missing 53.5 days is the equivalent of missing nearly 11 weeks of school and we have been in session only _____ weeks so far this school year.

In an effort to see if this was a recent problem or a chronic problem, I reviewed your attendance history since 7.01.04 and found this to be a chronic problem. Attached is the attendance history I found for you.

This chronic absenteeism problem is not acceptable. You are under contract to be a full time teacher and I expect you to fulfill your contractual obligations. Our students deserve to have a full time teacher without frequent and numerous interruptions due to excessive absenteeism.

If you are having problems fulfilling your full-time contractual duties, you need to bring those problems to me so we can decide how to address those problems and address how to deliver teaching services to our students.

In the meantime, I have asked your principal to report to me each day you are absent and I have directed your principal to develop either a Corrective Action Plan or Individual Growth Plan to address your absenteeism and any other issue that needs to be addressed. I expect that your absenteeism will also be addressed in your next evaluation.

I know we all may have times when we need to be absent from work but, the number of days you are missing will not be tolerated. Our students deserve a full time teacher who is present on a regular basis. Continued excessive absenteeism will result in more severe disciplinary action being taken against you.

Also, you need to know that any day you miss must be reported by you as some form of leave and the only types of leave permitted are those contained in statute or in board policy. Otherwise, you are absent without leave.

Let me know if you have any questions or need additional information and please let me know if there are ways I can provide assistance in improving your attendance for work.

With kindest personal regards,

Sincerely,

Superintendent

Cc: Personnel File

Enclosure: Attendance History since 7.01.04

-CERTIFIED PERSONNEL -**Suspension****PENDING TERMINATION ACTION**

The Superintendent may suspend a certified employee without pay pending final action to terminate the contract if the character of the charges warrants such action. If a tribunal hearing is requested and the decision of the tribunal is against termination of the contract, the suspended teacher shall be paid full salary for the period of such suspension, except that the Board may appeal the tribunal's decision to the circuit court.

SANCTIONS

The Superintendent may suspend a teacher without pay as a disciplinary measure in accordance with KRS 161.790.

BOARD NOTIFICATION

The Superintendent, at the first meeting following the suspension without pay, shall notify the Board of same. Such notification shall be recorded in the Board minutes. No personnel action shall be effective prior to receipt of written notice of the action by the affected employee from the Superintendent.

TEMPORARY SUSPENSION WITH PAY PENDING INVESTIGATION

An employee shall be suspended with pay only when the Superintendent determines there is a justifiable need for an investigation of alleged employee actions necessary to protect the safety of students and staff or to prevent significant disruption of the workplace and/or educational process. The period of suspension with pay shall not exceed the time needed to determine whether the employee is to return to active service or face disciplinary action; however, suspension with pay shall not exceed ten (10) working days. If circumstances arise that require an investigation or other proceedings that may extend beyond ten (10) working days, the Superintendent may lengthen the period of suspension not to exceed an additional fifteen (15) working days.

Employees suspended with pay shall remain available for immediate recall to active service.

REFERENCES:

KRS 160.390; KRS 161.790
701 KAR 005:090
OAG 92-135, OAG 96-3
938 S.W.2d 880 (Ky. 1996)

RELATED POLICIES:

03.1234; 03.172; 03.174

Adopted/Amended: 12/13/2007

Order #: 17

- CLASSIFIED PERSONNEL -**Reduction in Force****PROCESS**

During the budgeting process the Board shall determine the number of classified positions to be funded by the District.

If it becomes necessary to reduce the number of classified employees within the budget year, the Superintendent may at any time make a reduction in the number of classified employees due to the following:

1. Reduction in funding,
2. Reduction in enrollment of students,
3. Changes in the District or school boundaries, or
4. Other compelling reasons as determined by the Superintendent.

The Superintendent shall provide at least thirty (30) calendar days written notification to employees affected.



Reduction in force of classified employees shall be defined as total separation from employment in the District. A change in duties or non-renewal of a part-time position when an employee holds more than one (1) position shall not be considered a reduction in force.

ORDER OF REDUCTION

Employees who have less than four (4) years of continuous active service shall be reduced first.

In the event it is necessary to reduce classified employees who have more than four (4) years of continuous active service, the Superintendent shall make reductions within each job classification affected based on the following:

1. Seniority in the District and qualifications required for the position, such as specialty license/training and whether the position is full-time or part-time, based on District needs.
2. Seniority and qualifications being equal, the classified employee who has the highest evaluation ratings will be retained.

RE-EMPLOYMENT

Employees with more than four (4) years of continuous active service in the District shall have the right of recall, if positions become available for which they are qualified. Recall of those individuals shall be implemented according to District seniority with restoration of primary benefits, including all accumulated sick leave and appropriate rank and step on the current salary schedule based on total number of years of service in the District. In addition, should these employees be subject to a reduction in force, they shall be granted continuation of benefits under COBRA.

Reduction in Force

RE-EMPLOYMENT (CONTINUED)

When employees with less than four (4) years of continuous active service in the District are selected for reduction, they shall no longer be considered an employee and shall have no employee rights or benefits other than those granted under COBRA. These individuals may reapply for employment with the District if positions open in the future. However, a reduction in force does not guarantee future employment with the District or any preference or recall right in the employment process for employees with less than four (4) years of District experience.

REFERENCE:

KRS 161.011

RELATED POLICIES:

02.4331

03.22

03.224

Adopted/Amended: 08/10/2000

Order #: 10

43

35A

BOARD LETTERHEAD

DATE

Classified Employee Address

RE: Reduction in Force

Dear _____:

Pursuant to KRS 181.011(8) and _____ County Board Policy 03.271, I have the authority to make a reduction in force due to reductions in funding. The funding under which you are employed is either being reduced or eliminated by the funding source. Regrettably, this reduction in funding will necessitate a reduction in force for your duties effective the close of business on _____ (DATE), 2015.

According to Board Policy 03.271, if you have less than 4 continuous years of active service with this board, you will no longer be considered an employee and shall have no employee rights or benefits other than those granted under COBRA. On the other hand, you are more than welcome to reapply for any future vacancies in this district for which you are qualified.

Under the same policy, if you have more than 4 continuous years of active service with this board, you have some rights of recall, if positions become available for which you are qualified.

I regret having to take this action but, it is being made necessary due to our funding source either reducing or eliminating the monies under which you have been employed and paid.

If you have any questions or need additional information, please do not hesitate to call me and with kindest personal regards,

Sincerely,

cc: Personnel File

36 4/19

Tim Crawford

From: Tim Crawford [tim.crawford@timcrawfordlaw.com]
Sent: Monday, May 21, 2007 2:29 PM
To: 'Riggs, Stan'
Subject: RE: Definition from Law on Extended Employment Days

Stan - the attorney general opinions make a difference between extra "duties" and extended "days."

EXTENDED DAYS/EXTENDED EMPLOYMENT

In 1982, the Attorney General, in response to the state board of education, addressed a question about "extended employment" which he indicated was "extended working days" and used an example of 55 extended employment days being added to the 185 teaching days to yield a work year of 240 days. OAG 82-356 Thus, extended employment and extended days were characterized as additional days worked beyond the 185 teaching days.

EXTRA DUTY/EXTRA SERVICE

Extra duty is classified as extra service which are services beyond those normally expected of other professional staff when those services extend beyond the regular school day. 702 KAR 3:070 (Sections 3 & 4)

Boards are allowed to pay for "extra duties" under KRS 161.291(3 & 4).

In 1977, the position of Athletic Director was classified as extra service. OAG 77-573

In 1977, teachers could be assigned bus duties before and after school without extra pay. OAG 77-718

In 1980, extra service was defined as extra responsibility for which an extra salary is paid and the example was that of a coach. OAG 80-205

In 1991, extra duty was defined as additional duties assigned to a teacher or administrator that generate additional pay such as coaches, yearbook sponsors, cheerleader coaches and student club sponsors. OAG 91-149

In 1992, extended employment was addressed and the example used by the Attorney General was a band director who taught a band camp during the summer. Extra service was defined as additional tasks that a teacher assumes such as a coach or yearbook sponsor. 92-1

In 1992, the Attorney General opined that extended employment and extra service are separate categories of employment when these 2 categories were referred to in the plural, "assignments," and were considered to be separate expenses when they were referred to in the plural as "expenditures." Also, that opinion stated that "extended employment" could be cut back "by one month" as long as the certified employee was allowed to work the minimum 185 days required of teachers. OAG 92-29

In 1997, extra duty was defined a "merely additional assignments to an existing certified position" and coach was used as an example. OAG 97-7

In 2000, the Kentucky Supreme Court referred to coaching duties as extra service. Erlanger-Elsmere v. Bill Code, 2000-SC-0104-DG (Ky. S. Ct. 2000)

CONCLUSION

57 SW3d 820 (2001)
37

I am of the opinion that extended employment or extended days are for days in addition to the 185 school days and those duties have to be performed in increments of days above and beyond the 185 school days. Thus, it is my opinion that pay for extra days must be earned by working those extra days.

Let me know if you have any questions or need additional information.

Good luck and thanks. Tim

Timothy Crawford
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317 North Main Street
Corbin, Kentucky 40701
(p) (606) 523-1950
(f) (606) 523-1970
(e) tim.crawford@timercrawfordlaw.com

From: Riggs, Stan [<mailto:stan.riggs@kcdc.org>]
Sent: Friday, May 18, 2007 4:44 PM
To: Tim Crawford
Subject: Definition from Law on Extended Employment Days

Larry Woods needs a definition from law on extended employment days. He has an employee that believes that an extended day is the hours beyond a regular school day. He has tried to find something in the Statues without success. Can you help him?

Stan Riggs, KEDC

From: Woods, Larry - Superintendent [<mailto:Larry.Woods@Butler.kyschools.us>]
Sent: Friday, May 18, 2007 4:35 PM
To: Riggs, Stan
Subject: RE: help and thanks

Can you find an answer to a question from Tim Crawford? I need a definition from law on extended employment days. I have an employee that believes that an extended day is the hours beyond a regular school day. I have tried to find something in the Statues without success.

Stan thanks so much for being a reference for me. I have decided to stay where I am and wait for another job in close proximity to Garrard County. Butler is working with me during these times of family needs. Taking a new job away from my mother would only compound my crisis. Again thanks, Larry

AOC-796
Rev. 10-17
Page 1 of 1

Commonwealth of Kentucky
Court of Justice www.courts.ky.gov

KRS 27A.095



**STANDARD POWER OF ATTORNEY FOR
MEDICAL/SCHOOL DECISION MAKING**

KNOW ALL PERSONS BY THESE PRESENTS:

That I, _____, a resident of _____ (city) _____ (county)
_____ (state) residing at _____ (street address) do hereby make, constitute,
and appoint _____, residing at _____ (full address)
my true and lawful attorney in fact for me and in my name, place and stead, in their sole discretion, to transact, handle and
dispose of the limited matters set forth herein, specifically:

To consent to medical treatment for _____, minor child, of whom I am the biological parent,
legal custodian or legal guardian. Medical treatment means any medical, chiropractic, optometric, or dental examination,
diagnostic procedure, and treatment, including but not limited to hospitalization, developmental screening, mental health
screening and treatment, preventive care, pharmacy services, immunizations recommended by the federal Centers for
Disease Control and Prevention's Advisory Committee on Immunization Practices, well-child care, and blood testing,
except that "medical treatment" shall not include HIV/AIDS testing, controlled substance testing, or any other testing for
which a separate court order or informed consent is required under other applicable law.

To make school-related decisions for _____, minor child, of whom I am the biological parent, legal
custodian or legal guardian. I hereby affirm that the minor child resides with _____
(attorney in fact) at _____ (full address).

This Instrument is intended to, and does hereby, grant to my attorney full power and authority to do and perform each and
every act and thing whatsoever requisite, necessary and proper to be done, in the exercise of the rights and powers herein
granted, as fully, to all intents and purposes, as I might or could do personally present, hereby ratifying and confirming all
that my attorney shall do or cause to be done by virtue thereof.

It is fully understood that any school district asked to recognize the authority assigned by this instrument may regularly
review and/or audit the residency of the child. Falsification of this document may constitute a criminal offense.

The rights, powers and authority of my attorney shall commence upon execution of this instrument and shall remain in full
force and effect until this instrument is terminated by me in writing.

So acknowledged this _____ day of _____, 2_____.

Parent/Legal Guardian's Name (printed)

Parent/Legal Guardian's Signature

Subscribed and sworn before me on _____, 2_____.

_____, Notary Public. My commission expires: _____.

THIS IS NOT A COURT ORDER.

The execution or possession of this form does not signify that a person has lawful custody or guardianship of the child
mentioned herein. The limited purpose of this form is to indicate that the above-named person given power of attorney has
the authority to consent to medical treatment and to make school-related decisions for the above-named child. This form is
not required to be filed with the circuit court clerk. Falsification of this document may constitute a criminal offense.

3849

KENTUCKY

CAREGIVER'S AUTHORIZATION AFFIDAVIT

Use of this affidavit is authorized by KRS 405.024 and 158.144

If possible, seek the advice of an attorney if there are questions regarding the completion or use of this form. It is the purpose of this document to answer frequently asked questions or for clarification. The information given is not intended to serve as legal advice and cannot substitute for legal guidance.

Information and Instructions

Per statute this affidavit may be completed when a relative caregiver who is raising a child without legal custody or guardianship is seeking authorization for medical care and/or school-related decisions.

Per statute this Caregiver's Authorization Affidavit is valid for not more than one year after the date on which it is executed, but can be renewed annually unless revoked by the parent(s), de facto custodian, guardian, or legal custodian.

Under KRS 405.024 and 158.144 if any of the statements provided are incorrect, the relative caregiver could be committing a crime punishable by a fine, imprisonment, or both.

FOR SCHOOL OFFICIALS:

A person who relies on this affidavit has no obligation to make any further inquiry or investigation and will not be subject to criminal or civil liability or professional disciplinary action because of that reliance. A school official shall not honor the affidavit if you have reasonable grounds to believe that the affidavit is presented solely for the purpose of enrolling the minor in a school for the purpose of access to athletics programs or to circumvent school choice policies. This affidavit does not supersede the provisions of IDA, Section 504, or FERPA.

FOR HEALTH CARE PROVIDERS:

A person who relies on this affidavit has no obligation to make any further inquiry or investigation and will not be subject to criminal or civil liability or professional disciplinary action because of that reliance. A health care provider shall honor a caregiver's authorization to provide health care treatment to a minor, or the caregiver's decision to withhold such authorization, if the caregiver provides this affidavit. A health care provider shall refuse to honor the caregiver's decision to seek or refuse health care treatment if the provider has actual knowledge that a parent, de factor custodian, legal custodian or guardian has made a superseding decision to authorize or refuse health care treatment for the minor. These provisions shall not be construed to prohibit a health care provider from providing health care treatment for a condition that, left untreated, could reasonably be expected to substantially threaten the health or life of the minor.

FOR CAREGIVERS:

This form is to be completed for an individual child. If there is more than one child for which you need authorization for medical care and/or school-related decisions, you must complete one affidavit for each child. Your relationship to the child should be specified as great grandparent, grandparent, step-grandparent, aunt, uncle, great aunt, great uncle, brother, stepbrother, half-brother, sister, stepsister, half-sister, niece, nephew, cousin, or first cousin once removed, etc.

38A
47A

Frequently Asked Questions

Why do informal guardians need an affidavit?

Without legal custody or guardianship, it can be very difficult for relative caregivers to enroll children in school or access educational services or health care for them. But, many relatives do not want or cannot afford a legal relationship with the children in their care. Often, relatives step in to help stabilize the situation for children on a temporary basis, with the understanding that the parents will resume care once they are able.

What does the Kentucky Caregiver's Authorization Affidavit do?

The affidavit allows a relative caregiver to access key services for the children in their care without the need for legal custody or guardianship. Caregivers can complete an affidavit, under penalty of perjury, stating that they are the primary caregiver of the child, and then by presenting the form they can authorize health care treatment, educational services, and school enrollment.

What if I am unable to locate the parent(s) or legal guardian of the child?

Complete the Kentucky Caregiver's Authorization Affidavit and indicate the ways in which you attempted to locate the parent(s) or legal guardian in the space provided.

I have legal guardianship of my relative's child. Do I need to complete this affidavit?

No. If your guardianship is recognized by the courts then you already have the ability to authorize medical treatment or school-related decisions.

38B

~~38B~~

CAREGIVER'S AUTHORIZATION AFFIDAVIT (pg. 1 of 2)

The minor named below lives in my home and I am 18 years of age or older.

Name of minor: _____

Minor's birth date: _____

My name: _____

My relationship to the minor: _____

My home address: _____

Name(s) of the minor's parent(s), custodian(s), or guardian(s):

No one other than the parties listed above has legal standing in custody issues for the minor.

My relationship(s) to the parent(s), custodian(s), or guardian(s) is/are:

Check one or both (for example, if one parent is authorizing and the other cannot be located):

- ☐ The minor's parent(s), custodian(s), or guardian(s) approve of my authorization for provision of health care treatment and/or making school-related decisions for the minor, as indicated by his/her/their signature(s) below:

Please check one or both: ☐ health care treatment ☐ school-related decisions.

X _____ X _____

- ☐ I have made reasonable efforts to locate the minor's parent(s), custodian(s), or guardian(s), but he/she/they are unavailable to sign the affidavit because:

STATEMENTS & ADDITIONAL INFORMATION

- With a duly-executed affidavit, a caregiver:
 - shall be allowed to authorize the provision of health care treatment to the minor, or to withhold such authorization; and/or
 - shall be the person responsible for enrolling the minor in school and acting as the minor's legal contact with the school for the purposes of making decisions on enrollment, attendance, extracurricular activities, discipline, and all other school-related activities.

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CAREGIVER'S AUTHORIZATION AFFIDAVIT (pg. 2 of 2)

STATEMENTS & ADDITIONAL INFORMATION (continued)

- "Caregiver" means an adult person with whom a minor resides, including a grandparent, stepgrandparent, stepparent, aunt, uncle, or any other adult relative.
- The decision of a relative caregiver to authorize or refuse educational services or health care treatment for the child shall be superseded by a decision of the child's parent(s), de facto custodian, guardian, or legal custodian.
- An affidavit does not give a caregiver the status of a de facto custodian, guardian, or legal custodian of the minor.
- A caregiver is required to notify any health care provider or school to which the affidavit was presented if the minor ceases to reside with the caregiver or if the affidavit is revoked by the minor's parent(s), de facto custodian(s), guardian(s), or legal custodian(s).
- This affidavit can do nothing to prohibit a health care provider from providing health care treatment for a condition that, left untreated, could reasonably be expected to substantially threaten the health or life of the minor.
- Authorization is valid for one (1) year and may be renewed annually unless revoked by the minor's parent(s), de facto custodian, guardian, legal custodian, or caregiver.
- A person who knowingly makes a false statement shall be subject to criminal penalties.
- Nothing within this document is intended to serve as legal advice; all parties should seek legal advice from an attorney with any questions related to this document.
- For more information, see KRS 405.024 and KRS 158.144.

To the best of my knowledge, the information above is true and correct. I have read, understand, and accept the statements and additional information listed above.

TO BE SIGNED IN THE PRESENCE OF A NOTARY

Dated: _____ Signed: _____

NOTARY SECTION

State of _____

County of _____

The foregoing instrument was acknowledged before me on _____
by _____.

NOTARY PUBLIC

My commission expires: _____

38D 

Crawford Law Offices, PLLC

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September 1, 2009

Stan Riggs
Executive Director
Kentucky Educational Development Cooperative
904 West Rose Road
Ashland, Kentucky 41102-7104

Re: Unsuitable, but otherwise Qualified Teacher Applicants
(Updated Case Law)

Dear Stan:

This is written to update this issue with a recent Ky. Court of Appeals decision.

Does a potential certified candidate who is unsuitable, but otherwise qualified, have to be hired over an emergency certificate or forwarded to a SBDM? The answer is no.

In the published opinion, *Robertis v. Fayette County Board of Education*, 173 SW3d 918 (Ky. Ct. App. 2005), the Kentucky Court of Appeals held that a superintendent did not have to forward the application of any certified person who had a documented history of being unsuitable for the position sought and that it was within the legal discretion of the superintendent not to forward the application of an unsuitable candidate even if they were otherwise qualified. The court noted this was especially true where a principal had previously recommended the applicant not be rehired. Consequently, the refusal to forward a documented unsuitable applicant is not a violation of the SBDM statutes.

The EPSB TC-4 and TC-4F forms both indicate that a superintendent can refuse to acknowledge otherwise qualified candidates if "... the superintendent ... has documented evidence that the teacher is unsuitable for appointment."

Thus, a superintendent has the discretion to refuse to forward the applications of any certified person for whom the superintendent has information which indicates the applicant is "unsuitable" for employment.

It was interesting to note that the *Roberts v. Fayette County* court held that a prior recommendation by a principal was evidence of being unsuitable for hire. If all but 1 of the applicants is unsuitable, the superintendent is legally empowered to both refuse to forward an unsuitable application and to refuse to hire an unsuitable applicant.

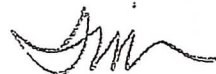
The same principle of law was mentioned in an unpublished Kentucky Court of Appeals case in Floyd County where the court held that the superintendent could refuse to hire an applicant in a situation where the superintendent has documented reasons that the applicant is unsuitable for the position even through otherwise qualified. However, the Floyd County case went further to state that documented reasons for unsuitability meant the candidate was not even "qualified" under state statutes nor under the EPSB regulations. *Hicks v. Floyd County Board of Education*, 2006-CA-000499-MR (Ky. Ct. App. 2007).

Thus, a history of documented unsuitability, including a principal's prior recommendation to not rehire, is sufficient to withhold an applicant who is otherwise qualified and is sufficient to refuse to hire over someone with emergency certification.

New: On August 21, 2009, the Kentucky Court of Appeals issued a published opinion that a superintendent had sufficient documentation to decide an applicant was "unsuitable for appointment" and thus, not a qualified teacher under KRS 161.100 and 16 KAR 2:120. The otherwise qualified teacher was rejected and the vacancy was filled with an emergency certified teacher. *John Hicks v. Magoffin County Board of Education*, No. 2008-CA-001025-MR (Ky. Ct. App. 2009).

Let me know you or the board has any questions and with kindest personal regards,

Sincerely,



Timothy Crawford

TC/mcv

Last Chance Agreement

This **Last Chance Agreement** (hereinafter referred to as the "Agreement") is entered into as of _____ by and between _____, with a mailing address of _____ (hereinafter referred to as the "Employer") and _____, with a mailing address of _____ (hereinafter referred to as the "Employee"), collectively referred to as the "Parties," both of whom agree to be bound by this Agreement.

1. Memorandum of Understanding (Employee). The Employee understands that they have violated _____

As a result of the violation, the Employee has been formally informed by the Company that their employment as of _____ is conditional regarding their compliance with the conditions stated below.

2. Agreement. The Employee agrees to the following:

Failure to follow these conditions will be ample and just cause for the Employee's immediate termination from the Company.

For example (Employee accused of substance abuse):

1. An evaluation by a Substance Abuse Professional (SAP), that has been approved by the Company;
2. Enrollment in a rehabilitation program that has been approved by the Company and the SAP for professional treatment regarding the Employee's substance abuse problem;
3. Follow the treatment prescribed by a treatment counselor to its conclusion;

4. Provide a return-to-work specimen for drug and/or alcohol that meets the requirements of the Company's Substance Abuse Policy;
5. Consent to follow-up substance abuse testing at the request of the Company for a period of up to _____;
6. Be held responsible for the actual cost of any substance abuse testing and treatment required during this _____ period.
7. Be subject to all other work rules including attendance, tardiness, and job performance issues.
8. Agree to sign a release of information statement to allow the treatment provider to report to the Company any lapse or missed treatment sessions.

4. Governing Law. The Parties agree that this Agreement shall be governed by the laws of _____.
State

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

EMPLOYER	EMPLOYEE	WITNESS
_____ Name	_____ Name	_____ Name
_____ Signature	_____ Signature	_____ Signature
_____ Date	_____ Date	_____ Date

Last Chance Agreement

The following agreement is a commitment to the conditions of employment between _____
(referred to herein as the Company) and _____ (employee name).

I, _____ (employee name) understand that as a result of my violation of the Company Substance Abuse Policy, I have been formally informed by the Company that my employment as of this date _____ is conditional regarding my compliance with the conditions enumerated below.

I agree to:

1. An evaluation by a Substance Abuse Professional (SAP), that has been approved by the Company; and
2. Enroll in a rehabilitation program, that has been approved by the Company and the SAP, for professional treatment regarding my substance abuse problem; and
3. Provide a return-to-work specimen for drug and/or alcohol that meets the requirements of the Company Substance Abuse Policy, for substance abuse testing prior to my request to be reinstated as an employee of the Company. This specimen must be reported to the Company as an unadulterated "Negative", prior to my return to work; and
4. Request to be reinstated for duty by the Company only after presenting a "recommendation" for a return to duty "signed by my treatment counselor; and
5. Follow the treatment prescribed by my treatment counselor to its conclusion; and
6. Consent to "follow-up" substance abuse testing at the request of the Company for a period of up to 60 months; and
7. Be held responsible for the actual cost of any substance abuse testing and treatment required during this 60-month period.
8. Be subject to all other work rules including attendance, tardiness, and job performance issues.
9. Agree to sign a release of information statement to allow my treatment provider to report to the Company any lapse or missed treatment sessions.

Failure to comply with these conditions or a second positive test result, a refusal to test, or an adulterated test result will be just cause for my immediate termination.

To be read to employee by Company official: by signing below you are indicating that you understand this agreement. If you do not understand this agreement, I will be glad to explain it to you now. If you understand and agree to the conditions of this Last Chance Agreement and commit to comply with these conditions, and you understand that any violation of the above conditions, including another positive test result or refusal, will be grounds for termination of employment, please indicate such by signing your name, and today's date, below.

Employee Signature

Date

Witness - Supervisor

Date

Witness - Company Official

Date

SAMPLE: Employee Last-Chance Agreement

Note: Serious employee misconduct requires anything but serious consequences. However, if immediate termination isn't wanted or warranted, consider entering into a last-chance agreement (LCA) with the employee. It can help turn around the employee and, at the very least, will show a judge, jury or unemployment board that the employee was given ample warning of potential termination.

When an employee violates company policy or fails to meet performance expectations, [Employer name] may, in lieu of terminating employment, has the option of providing the employee with a final opportunity to continue employment.

In this case, [Employee name] has [describe policy violation or reason for agreement]. Instead of immediately terminating employment, [Employee] will be suspended from work without pay for [X] work days.

A written disciplinary notice has been given to the employee on [date] regarding [violation or reason for agreement]. The employee has also received the employer's expectations, an improvement plan and a time period for improvement.

The employee understands this agreement is a final chance to remain employed at [Employer name]. If the employer believes the employee has failed to make improvements or has behaved inappropriately within the specified time period as described in the warning, the employee will face immediate termination.

The employee understands that [Employer name] is an employment-at-will employer. The employee agrees to comply with all company policies and procedures and understands that this agreement does not prevent the employer from taking disciplinary action, including termination, for violations.

Agreed to by: _____
(signature)

Employee printed name: _____

Date: _____

Supervisor: _____
(Signature)

Supervisors printed name: _____

Date: _____

Human resources director: _____
(Signature)

Human Resources Director printed name: _____

Date: _____

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