

**STOREY COUNTY
PERSONNEL OFFICE
LAST CHANCE
PERFORMANCE/BEHAVIOR
AGREEMENT**

Number	1001 F3
Effective Date	01-06-09
Revised:	01-02-18/12-04-18
Authority:	BOC
County Manager	PAW

Last Chance Performance / Behavior Agreement

Effective _____ [date], this Agreement is entered into as a condition of continuing employment for (Employee's name) _____, hereinafter "Employee," in his/her position as (Employee's current job title) _____ with (Employer) _____, hereinafter, "Employer." In lieu of terminating his/her employment, Employee agrees to refrain from inappropriate conduct and/or performance standards as follows: Employee understands that his/her continued employment is dependent upon him/her meeting the conditions set forth in this Agreement and demonstrating effective performance of his/her duties. Failure to do so will result in immediate termination of employment, subject to all due process rights to which the employee would be entitled but not those denied by this Agreement.

Check all boxes that apply and provide explanation.

- Employee will be suspended without pay from _____ through _____ 20__. (See section 8 below)

- Employee must undergo training and/or professional development. That training and/or professional development specifically includes:

- Employee must participate in an Employee Assistance Program (EAP) to address job-related matters and/or consistence with business necessity. Employee agrees to allow Employer to receive confirmation that terms of the EAP assignment have been satisfied. The specific job-related matters and/or consistence with business necessity include:

- Employee must participate in consultation with the Human Resources office and/or his/her supervisor to improve behavior or performance. Specifically, the employee will:

In addition:

1. Employee will be expected to report to work following suspension (if applicable) at his/her regularly scheduled time and shift after the assigned suspension, and be able and prepared to work. Return to work will occur on: _____(Date/Time)
2. Employee will follow all verbal and written policies, procedures, directives, and instructions communicated from his/her supervisor or the department head. If s/he disagrees for any reason with these directives, s/he is required to follow the directives and later discuss his/her concerns with the supervisor or department head, except when work safety is a concern. Where work safety is a concern, s/he is required to report this issue to the supervisor, department head, and Human Resources office immediately and before complying with the directive.
3. Employee understands that in an effort to assist him/her in making the necessary performance improvements, his/her work will be closely monitored and supervised and s/he will accept such supervision as a necessary part of his/her continued employment.
4. It is understood and agreed that the Employee's status is "at-will" during the term of this Agreement and that the Employee can be terminated at any time and for any reason or for no reason at all, and with no rights given to due process or appeal, including that which may be contained in policy or in a collective bargaining agreement.
5. Employee understands that this Agreement is not a contract or guarantee of continued employment for any specified period of time.
6. The Union (if applicable) and Employee waive all rights set forth in a collective bargaining agreement and otherwise to challenge through the grievance procedure or

other means any termination or other discipline imposed under the terms of this Agreement, unless otherwise provided for by law.

7. Employee understands and agrees that s/he has been afforded 48 hours to consider this Agreement and that signing this Agreement was of his/her own free will and with the benefit of representation, if so desired.
8. This Agreement shall be valid and binding for two years from the date of its signing, unless a shorter period of time is expressly specified in this Agreement.
9. Employee's disciplinary record will remain in effect during the entire duration of this Agreement. Following the term of this Agreement, the disciplinary record will remain in effect in accordance with the terms of the Employer's personnel policies or the applicable collective bargaining agreement.

Employee's Department Head: _____	Date: _____
Employee's Direct Supervisor (if other than Department Head): _____	Date: _____
Employee: _____	Date: _____
Employee Representative(s) (if applicable): _____ _____	Date: _____ _____
Human Resources Director: _____	Date: _____

Cc.: Employee's personnel file