**Last Chance Agreement**

* Be sure the terms are attainable and required for the position
* Do not introduce too early in the progressive discipline process
* Provide clear expectations so the employee knows exactly what to do in order to achieve success
* Set a reasonable time frame to discard the agreement, i.e. 1-2 years
* Set reasonable time frame to achieve success
* Set regular evaluation dates to go over the LCA with the employee
* Be sure the employee signs the agreement

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**LAST CHANCE AGREEMENT**

In lieu of termination of employment, for violations of xxx policies, procedures and directives, The Town of xxx is providing [employee] a final opportunity to continue employment.

[Name of Employee] and [Name of Town] agree to the following:

[Describe the violation or reason for this agreement]. Instead of immediately terminating employment, [Name of Employee] will be [discipline, i.e. reprimanded, suspended from work without pay for five (5) work days, etc].

The employee has received prior written disciplinary notice dated [date] regarding [violation or reason for this agreement stated above], the Towns expectations, an improvement plan and a time period for improvement.

The employee understands that this agreement is [his/her] last chance to remain employed at [Name of Town]. Failure to make improvement or recurrence of inappropriate behavior or conduct within the specified time period as described in the [date] warning will result in immediate termination.

The employee understands that [Name of Town] is an employment-at-will employer. The employee agrees to comply with all Town policies, practices and procedures and understands that this agreement in no way prevents the employer from taking disciplinary action, including termination, for violations.

/s/ signatures of Supervisor and Employee Date: \_\_\_\_\_\_\_\_\_\_\_\_