

Last Chance Agreement

As a result of the identification of your (drug usage) (alcohol abuse) through the administration of the district’s Drug-Free Workplace policy - GBEC, your employment status has been reviewed. In lieu of your dismissal from employment, the district is prepared to allow you to continue in its employment, provided you consent to and are immediately evaluated for a drug and/or alcohol program by an accredited professional. If you are determined to have a drug or alcohol problem, you must immediately enroll in and complete a rehabilitation program approved by the district. You are responsible for all costs not covered by your health insurance. You may use your accrued sick leave, compensatory time or vacation time during your absence. [OPTIONAL: Notwithstanding, you will also be subject to a five-day suspension without pay which will be separately scheduled by your supervisor. You may not use any paid leave during the five-day suspension without pay.] As part of your follow-up care, you must complete the following:

1. If so recommended by the evaluator, you must enroll in and undertake a treatment program designed to eliminate your job-related use of and/or dependence on alcohol or drugs. You must comply in all respects with the recommendations of the treatment program. This may include the taking of prescription medications under medical supervision which may be a part of your recommended treatment program. It is understood that you will be evaluated by _____.
2. You will maintain strict attendance at all recommended treatment and after-care sessions. If you miss a session, you understand and agree that the session provider may notify the district and that you may be dismissed from employment.
3. You will submit to urinalysis, Breathalyzer or blood tests as requested during your recovery and for the duration of this agreement. If you refuse to submit to such a test or such a test shows usage of alcohol and/or a controlled substance while on the job, you understand that you may be ejected from any treatment program and you will be dismissed from employment by the district.
4. You must cooperate with the district in disclosing information concerning your progress in and completion of any required evaluation, rehabilitation program and/or follow-up treatments.
5. You understand that upon return to the workplace, you must meet all established standards of conduct, attendance and job performance and that you will be subject to the district’s disciplinary procedures up to and including dismissal for any failure to meet these standards.
6. You understand that due to your status, you warrant close supervision and that both random and “reasonable suspicion” alcohol or drug testing will continue by the district for a period of two years from the date of this Agreement.

I UNDERSTAND THAT FAILURE TO COMPLY FULLY WITH THE ABOVE TERMS AND CONDITIONS WAIVES ALL CLAIMS ON MY PART AND SUBJECTS ME TO IMMEDIATE DISMISSAL FROM MY EMPLOYMENT. I ALSO UNDERSTAND THAT I WILL THEN BE INELIGIBLE FOR REHIRE.

Superintendent signature

Date

Employee signature

Date