

## WRITTEN WARNING TEMPLATE

This Employee Performance and Conduct Documentation Form ("Form") is entered into on the \_\_\_\_\_ day of \_\_\_\_\_ , 20 \_\_\_\_\_ , by and between \_\_\_\_\_ ("Employer") and \_\_\_\_\_ ("Employee").

### 1. PURPOSE

The purpose of this Form is to formally document and communicate performance or conduct issues to the Employee, outline expectations for improvement, and specify potential consequences if issues are not addressed.

### 2. PERFORMANCE OR CONDUCT ISSUES

The following performance or conduct issues have been identified:

---

---

### 3. EXPECTATIONS FOR IMPROVEMENT

The Employee is expected to make the following improvements by

\_\_\_\_\_ day of \_\_\_\_\_ ,  
20 \_\_\_\_\_ :

\_\_\_\_\_  
\_\_\_\_\_

#### 4. POTENTIAL CONSEQUENCES

Failure to address the above issues may result in the following consequences, which may include but are not limited to disciplinary action, suspension, or termination of employment:

\_\_\_\_\_  
\_\_\_\_\_

#### 5. GOVERNING LAW AND JURISDICTION

This Form shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_ . The parties agree that any legal action or proceeding arising out of or related to this Form shall be brought exclusively in the courts of the State of \_\_\_\_\_ .

#### 6. SEVERABILITY

If any provision of this Form is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

#### 7. ENTIRE AGREEMENT

This Form constitutes the entire agreement between the parties regarding the subject matter herein and supersedes all prior agreements or understandings, whether written or oral.

#### 8. NOTICE

Any notice required or permitted under this Form shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

Employer: \_\_\_\_\_

Employee: \_\_\_\_\_

#### 9. AMENDMENT

This Form may only be amended or modified by a written agreement signed by both parties.

#### 10. TERMINATION

This Form shall remain in effect until the performance or conduct issues are resolved to the satisfaction of the Employer or until terminated by mutual written agreement of the parties.

#### 11. SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Form as of the date first above written.

Employer:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Employee:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Witness (if applicable):

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Notary Public (if required):

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Commission Expiration Date: \_\_\_\_\_