**Hiring Great Staff
(And Knowing When and How to Let Go)**

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**Tips and Tools for Physicians and Administrators to
Help Ease the Stress of Hiring and Firing**

*Published by*

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**Introduction**

Hiring and retaining staff who are as committed to the success of your practice as you are (or at least *nearly* as much!) is no small feat. Recruiting and training can be time-consuming, and should the time come when you need to part ways with a difficult employee, many physicians and practice managers are unsure how to go about it—legally and respectfully.

But knowing how to hire and fire right should be a top priority for employers, because the success of your practice relies heavily on your staff’s aptitude and attitude. Just peruse random medical practice reviews on Yelp or other review sites and you’ll find countless complaints from patients ranting about rude staff members or poor customer service. The behaviors can jeopardize not only your reputation, but your bottom line.

The Cooperative of American Physicians (CAP) has published *Hiring Great Staff (And Knowing When and How to Let Go)* tohelp with the arduous task of hiring and firing. Within you’ll find:

* A list of resources for finding qualified candidates.
* Ways to create a positive interview process, making it irresistible for the right candidate to say “yes” to your job offer.
* New employee orientation and onboarding tips.
* Steps to take to address employee performance issues and terminate employment, if necessary.
* A list of legal/illegal interview questions.
* Sample HR forms and letters that you can adapt for your own needs throughout the hiring and termination process.

While we cannot guarantee the employment process will always be one hundred percent smooth sailing, we think this guide make it a bit less choppy.

**About Cooperative of American Physicians**

The Cooperative of American Physicians, Inc. (CAP) has supported California’s best physicians for 40 years with outstanding medical professional liability coverage and comprehensive risk and practice management resources. This booklet is part of CAP’s efforts to support physicians like you with resources that address important medical practice issues.

For more information about CAP, or for a no-obligation quote on medical malpractice protection, contact: **800-356-5672** or **MD@CAPphysicians.com.**

Note: Medical professional liability coverage is provided to CAP members by the Mutual Protection Trust (MPT), an unincorporated interindemnity arrangement organized under Section 1280.7 of the California Insurance Code. The information contained herein should not be considered legal advice applicable to a specific situation. Legal guidance for individual matters should be obtained from a retained attorney.

**Standardizing the Recruitment Process**

Bringing the right staff on board starts with a well-thought-out and well-executed recruitment plan. To help make your life easier, we’ve laid out the critical steps, as well as some helpful tips when looking to fill a job opening.

**Step 1 – Defining the Job and Your Needs**

Before you launch into candidate search, you’ll want to determine what needs of your practice are and whether you need to hire someone with a different skill set than the staff member who is leaving. To assist you with this you can create an accurate a job profile as seen below. Here’s a sample job profile for **Front Office/Receptionist**: as you complete the profile, think of behaviors and qualities of someone who would be your perfect hire.

|  |  |
| --- | --- |
|  **Job Tasks** **And Duties** | **Related Behaviors and Qualities****Needed to be Successful in the Job** |
| * Open/close the office
* Answer phones
* Make appointments
* Greet patients
* Take co-pays (cash, check, credit)
* Let MA know patient has arrived
* Open mail
* Balance cash each night
 | * Professional appearance/demeanor
* Personable
* Honest
* Customer service oriented
* Problem solver
* Proactive rather than reactive
* Organized and neat
* Pays attention to detail
 |

You may also want to prepare a job description listing the top seven to ten duties required of the position. This is the time you will determine what your minimum qualifications you will be looking for in a candidate. In addition, you should have an idea of what the salary or hourly wage the incumbent will be paid. If you need help determining salary ranges, [Medical Group Management Association](https://www.mgma.com/) (MGMA), [HR360](https://www.hr360.com/), and [Glassdoor](https://www.glassdoor.com/Salaries/index.htm) are all good resources.

**Step 2 – The Search**

The next step in the hiring process is attracting a large enough pool of qualified candidates to interview to make an informed decision when it comes time to extend the job offer. To get you started, here’s a list of resources for feeding the candidate stream:

* Post ads in leading job search websites, such as Indeed, LinkedIn, Monster, and CareerBuilder.
* Seek referrals from current employees or colleagues. Gift or cash incentives for referring someone are always effective. If you do hire someone from an internal referral, decide on an amount before you hire and pay the referral fee after the new hire has completed the introductory period.
* Reach out to professional organizations, like Medical Group Management Association or your regional medical society.
* Contact nursing schools, trade schools, or other colleges and universities offering physician assistant and nurse practitioner programs.
* Advertise in nursing magazines.

**Step 3 – Preparing for the Interview**

To commence the interview process, review all resumes and applications before scheduling interviews, and only interview those applicants who fully meet your educational and experience requirements. All other applicants may be thanked, via email, for their interest in the position and advised that they do not meet the position requirements.

Interviews should be roughly 30-60 minutes in length, depending on the position. Provide enough time between interviews to prepare notes regarding your experience with each applicant.

Prepare a set of “open-ended” questions that will be asked of each applicant. Open-ended questions are questions that cannot be answered with a simple “yes or no” but require a detailed explanation. Questions of this nature generally begin with the words, “Who, What, Where, When, Why or How.” Attempt to frame questions that are situational for the position that will assist you in identifying the applicant’s depth of experience and patient service skills. Let the applicant do the talking.

In the Appendix of this guide, you’ll find a list interview questions you can and cannot ask, based on the latest California laws.

**Step 4 – Meeting with the Candidates**

Be sure to provide a comfortable meeting place for the interview where interruptions will not occur. This is your first opportunity to create a positive image of your organization in the mind of the applicant. Remember you are not only looking for a good employee, you are selling your organization.

It’s a good idea to avoid telling the applicant what experience/training you are looking for until all of your questions are answered. If you share what skills you are looking for, you will be forecasting to the candidate how to respond to your interview questions. To do this you simply begin the interview saying, “I want to know about you and your experience/skills, after I have gathered my information, I will respond to your questions about the position.”

And keep an open mind during the interview. Hiring decisions are often made in the first few seconds of an interview. Guard against this trap. Follow your script of questions and evaluate each applicant from all aspects of the job requirements.

**Step 5 – Post Interview**

After all interviews have been completed, review your notes and make a hiring decision. Avoid hiring a “warm body.” Do not make an employment offer to anyone that does not meet your requirements. Keep looking. You will be much better off waiting for the right applicant.

Offers should be made verbally either face-to-face or via telephone. Once the offer is accepted, an Offer Letter should be composed and forwarded to the applicant. The Offer Letter should outline all of the terms and conditions relevant to employment. All other applicants should be notified in writing that they are not receiving an offer. An electronic note is acceptable.

Finally, do not make any non-job-related inquiries of applicants or employees, either verbally or through the use of an application form, that express, directly or indirectly, a limitation, specification or discrimination as to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation, or any intent to make such a limitation, specification, or discrimination.

**Onboarding for Success**

When a new employee joins the team, it’s only natural they will be a little nervous, and will look to the physician or current staff to help learn the ropes. Take time to make sure that the new employee feels welcome and that they are fully oriented to the rule of your practice and lay of the land. These initial contacts are critical in forming the appropriate image of the organization and performance expectations.

Here are some of the activities that should take place during the initial orientation and onboarding periods:

* Provide an enthusiastic greeting for your new employee. Many larger offices place marquee boards in their reception area welcoming the new employee.
* Have a comfortable room available, where the formal portion of the orientation will take place. During this session, the employee completes necessary paperwork and is given instructions regarding the general rules of the organization. Make sure, in particular, to address all harassment, discrimination, reporting, and wage and hour rules at this time. Make sure to ask the employee if they have any questions. Personnel Policy Manuals and department telephone lists are distributed at this time.
* Take the employee on a tour of the facility, making certain to point out the location of restrooms, lunch areas, stairways and emergency exits. Show the employee their workstation and make certain that it is clean and that all necessary tools, equipment, etc. are available upon their arrival.
* If you have a small office, make sure that the new employee is introduced to every employee. If your office is larger, make sure that the employee is introduced to all members of their department and then formally introduced to all members of the organization during the next scheduled all-employees meeting.
* Most new employees will need a certain amount of training to help them do their job. Make sure that training has been arranged and is scheduled to begin on the employee’s start date. If possible, have an experienced employee designated for training and as the go-to for any questions that arise throughout the training period.
* If possible, take the new employee to lunch. A restaurant or cafeteria is a good setting to answer any questions that have arisen during the employee’s first contact with their new working environment.
* Once training is complete, meet with the employee and establish his or her goals for the remainder of the business year.

**Performance Improvement Plan**

As an employer, there may come a time when you will need to counsel an employee who is having difficulty performing their job, meeting the practice attendance requirements or with disruptive behavior. In the vast majority of cases, the employee overcomes these shortcomings. However, if performance, attendance or behavior problems continue, a disciplinary process should be introduced to assist the employee in meeting the requirements of their position. This management tool is commonly referred to as a Performance Improvement Plan (PIP). In general, the PIP is a progressive disciplinary process and consists of the following elements:

* **Counseling:** Constructive coaching and counseling pinpointing the performance issue and its ultimate correction.
* **Verbal Warning:** A formal warning that performance must improve, or a more structured corrective action will be implemented. Specific results should be discussed.
* **Formal Written Warning:** A written document clearly defining the action that must be taken to correct the performance issue; the time frame within which the action must be taken; and, the consequences associated with noncompliance.
* **Final Warning:** Given when an employee fails to comply with the stipulations of the formal written warning.

The starting point for all performance feedback action is the supervisor’s file. A supervisor file is an electronic or paper file folder kept by the supervisor for each employee and is separate from the Employee Personnel File. They are used primarily to assist the supervisor in preparing formal Performance Evaluations.

During the normal course of business the supervisor makes notes regarding the many accomplishments and performance issues demonstrated by the employee as they occur, and puts them in the file. If an adverse trend has developed, a meeting is scheduled in which the supervisor and employee discuss the supervisors’ observations and a plan is jointly developed to resolve the issue. This meeting is the **“Counseling”** element in the PIP noted above. The supervisor continues to monitor the employee’s daily performance with particular emphasis on the performance issue. In most cases, the employee will master the problem. In those few occasions where the problem is not resolved the supervisor will move to the next phase of the PIP, **“Verbal Warning.”**

**“Verbal Warning”**is similar to coaching and counseling with one major difference. The supervisor has attempted to work with the employee to overcome the performance issue. This may have required additional training, upgrading of equipment, etc. If despite these efforts, the employee has still been unable to resolve the performance issue, the supervisor will once again meet with the employee and discuss the situation. In this meeting, the employee will be advised that they are being verbally warned that they must resolve the performance issue by a specified date (normally 30 to 60 days). The employee is further informed that if satisfactory results are not obtained within the specified time period, the PIP will be raised to the next level of **“Formal Written Warning,”** which may ultimately end with the termination of employment. The supervisor keeps notes of the meeting and places the notes in the file. The supervisor continues to monitor the employee’s daily performance with continued emphasis on the performance issue. Once again, in most cases the employee will master the problem. However, occasionally the problem is not resolved, and the supervisor must proceed to the next phase of the PIP, **“Formal Written Warning.”**

 **“Formal Written Warning”** is the most critical element of the disciplinary action process. The supervisor should consult with the Office Manager before proceeding with this action. The **“Formal Written Warning”** is a carefully constructed document, which chronicles all activities that have been initiated to correct the performance issue. The document further outlines what action must take place to resolve the problem; by what date the correction must occur; and, the consequences of non-compliance.

Once the **“Formal Written Warning”** has been composed, reviewed and approved by the appropriate levels of management, a meeting is scheduled with the employee. The supervisor discusses the ongoing problem and presents the warning. A copy of the signed warning letter is placed in the employee’s Personnel File. If the employee refuses to sign the warning simply make a notation on the letter and initial it.

**Final Written Warning**

The final warning is administered after a formal warning and before termination.

The final warning is necessary when an employee fails to comply with the stipulations of the formal written warning and is tailored to each individual situation. It will typically outline the employee’s performance deficiencies along with a date of compliance. This is the document that explains that **non-compliance will result in termination.**

In the discussion with the employee, have the employee sign the final warning. If the employee refuses to sign, indicate that on the document.

*Note: In the state of California, no formal system or steps of discipline are required, as all employees are employed at will. Nevertheless, for similar types of issues, you should be consistent in the levels of discipline imposed to avoid claims of potential discrimination or disparate impact. Some types of issues will allow you to use all of the above steps, while other types of issues will require a more severe first step such as a written warning or even immediate termination.*

**Termination: When All Else Fails**

When all efforts of the Performance Improvement Plan have failed, the supervisor should proceed with termination of the employee for the good of the employee and the organization. Terminating an employee is a difficult task; however, if you have followed the outline of the Performance Improvement Plan, you have given the employee ample time and assistance to raise their level of performance to expectations. You also have a well-documented file demonstrating professional handling of the situation.

There is a certain amount of coordination and preparation necessary for a termination to take place in a dignified, professional manner. Here are the important elements of the termination process:

**Pre-Termination Activities**

* Write a termination letter that briefly outlines what has happened since counseling.
* Provide a private room for the termination with the employee.
* Have the employee’s final paycheck prepared and ready for distribution by the termination date. In California, this is a legal requirement. The check should also include any vacation or Paid Time Off that has accrued but not been used.
* Coordinate the discontinuance of the employee’s access to computer systems as of the date of termination.
* Identify any company equipment or material that is in the custody of the employee. If the employee has these items at their home, arrangements will need to be made for the items’ collection on the date of termination.
* Have cardboard boxes available for the employee to remove personal items from their workstation. The employee may wish to remove these personal items immediately or return to the work site after hours to collect the items. Be flexible and accommodate reasonable requests.
* Some organizations will want a member of the Human Resource Department or a Senior Manager to attend the meeting with the supervisor to act as a witness to the event. If this is your preference, make the necessary arrangements.

**Termination Activities**

* Contact the employee just before the meeting is to take place and ask them to join you in the room you have selected for the termination discussion.
* This can be an emotional event. Keep the discussion centered on the purpose of the meeting. Do not engage in small talk. Get right to the point. Cover all the facts that have led to the decision to terminate the employee.
* Collect all company identification cards, keys, security passes, and corporate credit cards. If the employee has company equipment at their residence, make arrangements to have the equipment collected that day.
* Give the employee their final paycheck and the Change in Relationship form.
* Determine when the employee would like to gather their personal effects. If they wish to do this immediately, accompany them to their workstation and standby as they pack their belongings.
* Escort the former employee out of the office/building.
* Meet with the former employee’s department members and advise them that the employee is no longer working for the organization. Do not furnish any details regarding the event.

**Exit Interview**

Occasionally, employees will resign on a voluntary basis. An exit interview is not required by law, but it may be important to conduct an exit interview to determine the reason for the resignation. This information is valuable in accessing the need for potential future change within the organization.

On the other hand, an exit interview by a hostile employee can create documentation that could be damaging in a lawsuit or claim for unemployment insurance benefits. An exit interview, however, can provide your practice with organizational insights that may improve retention and future management.

The interview is short in nature and should be conducted in a comfortable location free from interruption. Keep the responses confidential and do not include them in the employee’s personnel file. Generally, an Exit Interview Form is completed to document the information discussed.

**Appendix**

**Interview Resources + Sample Forms and Letters**

In the following pages, you will find a selection of sample forms and letters that you can customize for your own practice using Microsoft Word. In addition to filling in the blank spaces highlighted in [parentheses], be sure to carefully read each document in its entirety so you can edit as appropriate to reflect the specific needs, policies, and procedures of your practice.

Additionally, the highlighted “Editor’s Notes” at the end of the *Sample Formal Written Warning Letter*, provides important information about documenting the warning process on this form. Make sure to delete the entire highlighted section prior to use.

**ACCEPTABLE/UNACCEPTABLE INTERVIEW QUESTIONS**

|  |  |  |
| --- | --- | --- |
| **ACCEPTABLE** | **SUBJECT**  | **UNACCEPTABLE** |
| Name | **NAME**  | Maiden name  |
| Place of residence | **RESIDENCE** | Questions regarding owning or renting Questions about commute time |
| Statements that hire is subject to verification that applicants meet legal age requirements | **AGE** | * Age
* Birth date
* Date of attendance/ completion of school
 |
| * Statements/inquiries that they will be able to provide verification of legal right to work in the United States
 | **BIRTHPLACE, CITIZENSHIP** | * Birthplace of applicant or applicant’s parents, spouse or other relatives
* Requirements that applicant produce naturalization or alien card prior to employment
 |
| Languages applicant reads, speaks or writes if use of language other than English is relevant to the job for which applicant is applying | **NATIONAL ORIGIN** | * Questions as to nationality, lineage, ancestry, national origin, descent or parentage of applicant, applicant’s spouse, parent, or relative
 |
| Statement by employer of regular days, hours, or shifts to be worked | **RELIGION** | * Questions regarding applicant’s religion
* Religious days observed
 |
| * Name and address of parent or guardian if applicant is a minor
* Statement of company policy regarding work assignment of employees who are related
 | **SEX, MARITAL STATUS, FAMILY** | * Questions to indicate applicant’s sex, marital status, number/ages of children or dependents
* Questions regarding pregnancy, childbirth, or birth control
 |
|  | **RACE, COLOR, SEXUAL ORIENTATION** | Questions to applicant’s race, color, or sexual orientation * Name/address of relative, spouse or children of adult applicant
 |

|  |  |  |
| --- | --- | --- |
| None allowed until post-offer and then, only permitted for certain positions – see legal counsel | **CREDIT REPORT** | Any report which would indicate information which is otherwise illegal to ask, *e.g.* , marital status, age, residency, etc.  |
| Statement that a photograph may be required after employment | **PHYSICAL DESCRIPTION, PHOTOGRAPHS, FINGERPRINTS** | * Questions as to applicant’s height/weight
* Requiring applicant to affix a photograph to application or submit one at his/her option
* Require a photograph after interview but before employment
 |
| * Employer may inquire if applicant can perform job-related functions
* Statement that employment offer may be made contingent upon passing a job-related mental/physical examination (any mental/physical examinations must be job-related and consistent with business necessity)
 | **MENTAL/PHYSICAL DISABILITY, MENTAL CONDITION (APPLICANTS)**  | * Any inquiry into the applicant’s general health, medical condition, or mental/physical disability
* Requiring a psychological/ medical examination of any applicant
 |
| A medical/psychological examination/inquiry may be made after a conditional offer of employment as long as the examination/inquiry is job-related and consistent with business necessity and all applicants for the same job classification are subject to the same examination/inquiry | **MENTAL/PHYSICAL DISABILITY, MEDICAL CONDITION (POST- OFFER/PRE-EMPLOYMENT)** | Any inquiry into the applicant’s general health, medical condition, or physical/ mental disability, if not job-related and consistent with business necessity  |
| A medical/psychological examination/inquiry may be made as long as the examination is job-related and consistent with business necessity | **MENTAL/PHYSICAL DISABILITY, MEDICAL CONDITION (EMPLOYEES)**  | Any inquiry into the employee’s general health, medical condition, or mental/ physical disability, if not job-related and consistent with business necessity  |

| None until after contingent job offer is made. Thereafter, job-related questions about convictions only except no inquiries or background checks/investigations into the following (a) certain arrests not followed by a conviction; (b) referral to or participation in a pre-trial or post-trial diversion program; (c) convictions that have been sealed, dismissed, expunged, or statutorily eradicated, or (d) any conviction for which the convicted person has received a full pardon or has been issued a certificate of rehabilitation. If you seek criminal history after a contingent offer is made, certain process and notice requirements must be followed. Seek legal counsel and see Editor’s Note, Ban the Box Legislation, below.  | **ARREST, CRIMINAL RECORD** | General questions regarding arrests/detentions not resulting in conviction (unless applicant is out on bail or out on their own recognizance pending trial). Information concerning a referral to or participation in a pre-trial or post-trial criminal diversion program. Questions regarding juvenile crimes, crimes more than 7 years old, convictions for most marijuana possession offensive more than two years old, convictions which have been judicially sealed, dismissed, expunged, statutorily eradicated or for which a successful diversion program has been completed. |
| --- | --- | --- |
| Questions regarding relevant skills acquired during U.S. military service | **MILITARY SERVICE** | * General questions regarding military service such as dates/type of discharge
* Questions regarding service in a foreign military
 |
| Requesting lists of job-related organizations, clubs or professional societies omitting indications of protected bases  | **ORGANIZATIONS, ACTIVITIES** | General questions regarding organizations, clubs, societies and lodges  |
| Name of persons willing to provide professional and/or character references for applicant | **REFERENCES** | Questions of applicant’s former employers or acquaintances which elicit information specifying applicant’s race, etc.  |
| Name and address of person to be notified in case of accident or emergency | **NOTICE IN CASE OF EMERGENCY**  | Name, address, and relationship of relative to be notified in case of accident or emergency |

**Interview Report**

**(To be completed following an interview)**

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

Candidate Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Available Position: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Check the appropriate box in each category. If the category applies to the position sought, then make additional comments below.**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Job Knowledge** | **Motivation** | **Personality** | **Appearance** | **Bearing** | **Expression** |
| None as pertains to this position | None, apathetic, indifferent, disinterested | Unpleasant | Indifferent to attire and grooming, sloppy, unkempt | No bearing, lacks confidence, slovenly posture | Uncommunicative, confused thoughts, poor vocabulary |
| Will need considerable training | Doubtful interest in position | Slightly objectionable | Careless in attire, poor grooming | Often appears uncertain, poor posture |  Poor speaker, hazy thoughts and ideas |
|  Basic, but will learn on job |  Sincere desire to work | Likeable | Functional attire, neatly groomed | Holds self well, seems confident | Speaks well, expresses ideas adequately |
| Well versed in position, little training needed | Strong interest in position, asks questions | Pleasing | Well groomed | Sure of self, reflects confidence | Speaks, thinks clearly, with confidence |
| Extremely well versed, able to work without further training | Highly motivated, eager to work, asks many questions | Extremely pleasing, charming individual | Immaculate attire and grooming | Highly confident, inspires others, asserts presence | Exceptional, speaks clearly, concisely with confidence, well thought out ideas |

**Does the candidate possess the right attitude for the job? If yes, why?**

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Overall Impression**

 Unsatisfactory  Marginal  Satisfactory  Very Good  Excellent

**Additional Comments**

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Should We Interview Further?** Yes  No 

Interviewer Signature Date

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Sample Rejection/Thank You Form Letter**

[Applicant First Name] [Last Name], [Title]
[Address]
[City], [State] [Zip]

Dear [Applicant First Name],

We are in receipt of your resume applying for [Position Title] position at [Practice Name] and we thank you for your interest. Unfortunately, we currently do not have a position available which is compatible with your experience and background.

Although we are unable to consider your resume at this time, we will keep it in our files for three months for reference in the event a suitable position becomes available.

Thank you for your interest in [Practice Name]**.**Best wishes for success in your future endeavors.

Sincerely,

[Name]
[Title]
[Practice Name]

**Sample Offer Form Letter**

Date

Dear \_\_\_\_\_\_\_\_\_\_\_:

We are very pleased to extend you a conditional offer of employment with **The Practice** as a [Title] in the \_\_\_\_\_\_\_\_\_ office. This letter sets forth the terms of your employment with the Company and supersedes any prior representations or agreements, whether written or oral.

Your employment with us will tentatively begin on [START DATE]. Your Start Date may be subject to change, dependent upon when satisfactory background/employment verification results are received (as addressed in detail below).

**[IF NON-EXEMPT:** Your starting hourly compensation for this position is [Wage]] **OR [IF EXEMPT:** Your starting annual salary for this position is [Salary]]. **[IF NON-EXEMPT:** This position is considered non-exempt under federal and state wage and hour laws, which means you are eligible for overtime pay**] [IF EXEMPT:** This position is considered exempt under federal and state wage and hour laws, which means you are not eligible for overtime pay. Your salary is intended to provide compensation for all hours worked each week, whether few or many**]**. You will be paid [insert frequency/date of pay/method of pay], subject to normal withholdings. We anticipate a work week of \_\_\_ hours, which may vary or change depending on business needs. By accepting this position, you are agreeing to possible future changes in days or shifts worked.

In your capacity as [POSITION], you will [have such duties and responsibilities as are appropriate for the position/be responsible for [INSERT DUTIES OR ATTACH JOB DESCRIPTION AND REFERENCE IT IN THIS LETTER]]. You will report directly to [POSITION], currently [NAME], or another individual designated by **The Practice’s** [POSITION].

[Because you will be a full-time employee, you are expected to devote your full energy and efforts to your work for the Practice during your working hours. Any outside work that conflicts with this obligation creates an inappropriate conflict of interest that will lead to disciplinary action up to and including termination of employment. If you have outside employment, you should disclose it to us before accepting this position so that we can discuss whether or not your outside employment would present a conflict of interest with the position we are offering you.]

All Company employees receive benefits mandated by law, including but not limited to, workers’ compensation and Social Security benefits. You will be eligible to participate in any benefit plans and programs in effect from time to time, including group medical and life insurance, disability benefits, [OTHER BENEFITS]], and other fringe benefits as are made available to other similarly situated employees of **The Practice**, in accordance with and subject to the eligibility and other provisions of such plans and programs. Enclosed is the benefits summary for your review. The benefits identified above will become effective on \_\_\_\_\_. Please feel free to contact \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_with any questions.

You are also eligible for paid time off, which includes [Vacation time/Paid Time off (“PTO”), sick time, and holidays]. These benefits are described in the Company’s Employee Handbook, which will be provided to you upon commencement of your employment. You will be subject to all applicable employment and other policies of **The Practice**, as outlined in **The Practice’s** Employee Handbook and elsewhere.

You agree that during your employment and after termination, for any reason, not to divulge without our written permission, any confidential or secret information acquired by you while in our employment and that you will sign [Insert confidentiality agreement document title here] upon the commencement of your employment at the Practice.

This offer and start date are contingent upon satisfactory completion of the following requirements based upon job duties and business necessity:

 Background/fingerprint investigation.

 Reference check.

 Licensure/certification/educational credentials verification.

 A job specific skills examination.

 Drug screen.

 Pre-employment physical examination (to be conducted after all other non-medical checks, verifications and tests have been completed).

If your position requires driving, a motor vehicle clearance and proof of auto insurance is required. The pre-employment process and documents are outlined in the offer packet. Please do not take any significant steps, such as quitting your job, etc., until we notify you that these contingencies are complete. Once these contingencies are clear, we will contact you to confirm a start date.

Additionally, your acceptance of this offer of employment means that you understand and agree:

• This letter does not constitute an employment agreement between you and the Company. Employment with the Company is considered “at will,” meaning it is for no fixed duration and can be terminated by you or the Company at any time with or without notice and with or without cause. Similarly, the Company also is free to end your employment at any time, with or without cause or advance notice. At-will employment also means that the Company may make decisions regarding other terms of employment at any time with or without advance notice or cause, including but not limited to demotion, discipline, promotion, transfer, compensation, and duties.

• To familiarize yourself with and adhere to the Company’s policies and procedures, including those contained in the Employee Handbook, which will be provided to you during your orientation.

This letter, along with the Company’s policies and procedures, set forth the terms of your employment with the Company, and supersedes any prior representations or agreements, whether written or oral. This letter may only be modified by a written agreement signed by you and the President of the Company.

As required by the U.S. Citizenship and Immigration Service, employment is contingent upon completing an Employment Eligibility Verification Form (I-9) and providing proper documentation upon your start date.

All of us at **The Practice** are excited at the prospect of you joining our team. If you have any questions about the above details, please call me immediately. If you wish to accept this position, please sign below and return this letter agreement to [me/[POSITION]] within [NUMBER] days. This offer is open for you to accept until [DATE], at which time it will be deemed to be withdrawn.

I look forward to hearing from you.

Yours sincerely,

................................................................

[NAME]

On behalf of [NAME OF EMPLOYER]

Signed .....................................................

Date ........................................................

ACCEPTED AND AGREED:

[NAME OF APPLICANT]

Signed .....................................................

Date ........................................................

**[Sample Orientation Documentation Checklist](#SampleOrientationDocumentationChecklist)**

**[Practice Name]**

**Orientation Document Checklist**

|  |  |  |
| --- | --- | --- |
| **Document Title** | Completion Date | Check if Completed |
| Signed Offer Letter | First Day of Employment |  |
| Form I-9 | First Day of Employment |  |
| Arbitration Form | First Day of Employment |  |
| Confidentiality Form | First Day of Employment |  |
| Emergency Contact Information | First Day of Employment |  |
| Monthly Parking Contract | First Day of Employment |  |
| Receipt of Personnel Policy Handbook | First Day of Employment |  |
| Federal Withholding Form W-4 | First Day of Employment |  |
| State Withholding Form DE4 | First Day of Employment |  |
| Direct Deposit Authorization Form | Voluntary |  |
| Expense Report Forms and Procedures | As Needed |  |
| Summary of Major Benefits | First Day of Employment |  |
| Health Insurance Packet | Per Healthcare Provider Requirements |  |
| Dental Insurance Packet | Per Dental Provider Requirements |  |
| Life Insurance Enrollment Form | Per Life Insurance Provider Requirements |  |
| Long Term Disability Enrollment Form | Per Disability Provider Requirements |  |
| Introductory Employment Period | First Day of Employment |  |
| Performance Evaluation  | First Day of Employment |  |
| Salary Administration | First Day of Employment |  |
| Paid Time Off and Sick Time Accruals | First Day of Employment |  |
| 401K Savings and Retirement Plan | First Day of Employment |  |
| Time Sheets and Time Off Requests | First Day of Employment |  |
| Safety Programs | First Day of Employment |  |
| Employee Recognition Programs | First Day of Employment |  |
| Anniversary Recognition Programs | First Day of Employment |  |

**[Sample Performance Evaluation Form](#SamplePerformanceEvaluationForm)**

**[Practice Name]**

**Employee Performance Evaluation**

**Employee Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Evaluation Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date of Hire: \_\_\_\_\_\_\_\_\_\_\_\_\_\_**

|  |  |  |  |
| --- | --- | --- | --- |
| **Goal #** | **Goal** | **Result** | **Rank\*** |
| **1** |  |  |  |
| **2** |  |  |  |
| **3** |  |  |  |
| **4** |  |  |  |
| **5** |  |  |  |
|  |  |  |  |
|  |  |  |  |

**\*Rank: NI (Needs Improvement); M (Meets Expectations); E (Exceeds Expectations)**

**Overall Performance Comments (Communication, Teamwork, Attendance, etc.):**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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**Overall Performance Ranking: \_\_\_\_\_\_\_\_\_\_\_\_\_**

**Employee Comments: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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Manager Signature

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Employee Signature

**[Sample Formal Written Warning Letter](#SampleFormalWrittenWarningLetter)**

[Date]

Dear [First Name],

You have been a [Title] at [Practice Name] since [Hire Date]. Recently, the following incidents have come to light and must be addressed.

[Details of the written warning. Warning details should document the problem, identify corrections needed, identify a time frame for correction, and identify the consequences if correction is not made in a timely manner.]

Due to ongoing performance deficiencies, you are being placed on Formal Written Warning. Your performance must improve and you must follow all office procedures for administering and handling medications or you may be terminated. You will be required to reread all of the office procedures and ask questions your supervisor about anything you do not understand. Continued failure to adhere to office procedures may lead to further disciplinary action, up to and including termination of employment.

Management reserves the right to accelerate the disciplinary process at any time should your performance or conduct warrant it.

I have read and understand the above information.

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

Employee Signature Date

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

Manager Signature Date

**Editor’s Note:** If an employee refuses to sign a written warning or disciplinary action agreement, note the refusal on the warning or agreement. If possible, ask a supervisor to witness the employee’s refusal to sign. Then, ask the supervisor to sign a document stating that the employee refused to sign. You cannot force an employee to sign a written warning or disciplinary agreement. Employees are entitled to receive a copy of any document that bears their signature. The contents of an employee’s personnel file and medical records files, except for letters of reference and certain other limited kinds of information, are open for inspection by current or former disciplined employee, upon request, at reasonable times, but no later than 30 calendar days after a written request to do so, subject to certain legal exceptions.

**[Sample Exit Interview Form](#SampleExitInterviewForm)**

**[Practice name]
Exit Interview Form**

**Why are you leaving [Practice Name]?**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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**Would you work again for [Practice Name]? Yes \_\_\_\_ No \_\_\_\_**

**Why or why not?**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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**Would you work again for your supervisor? Yes \_\_\_\_ No \_\_\_\_**

**Why or why not?**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Prior to resigning from this job, did you investigate other options that would
enable you to stay? Yes \_\_\_\_ No \_\_\_\_**

**If yes, describe:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**If you are leaving for another job, what prompted you to seek alternative
employment?**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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**If you are leaving for another job, what will you be doing?**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**How did you feel about your salary and the employee benefits? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Interviewer’s Comments: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Employee Signature (Optional) Date**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Title**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Department**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Interviewer’s Name and Title**

**NOTICE TO EMPLOYEE AS TO THE CHANGE IN RELATIONSHIP**

(Issued pursuant to provisions of Section 1089 of the California Unemployment Insurance Code)

NAME SSN

1. You were/will be laid off/discharged on , 20 .

 (Month/Date)

1. You were/will be on leave of absence starting , 20 .

 (Month/Date)

1. On , 20 employment status changed/will change as follows:

 (Month/Date)

Employer

By Date