

# Employment Application

Worksite Employer

THIS EMPLOYER IS AN EQUAL OPPORTUNITY EMPLOYER DEDICATED TO A POLICY OF NON-DISCRIMINATION IN EMPLOYMENT ON ANY PROTECTED BASIS, INCLUDING RACE, RELIGION, COLOR, SEX (including breast feeding and related medical conditions), GENDER IDENTITY AND EXPRESSION, SEXUAL ORIENTATION, NATIONAL ORIGIN, ANCESTRY, CITIZENSHIP STATUS, UNIFORM SERVICE MEMBER AND VETERAN STATUS, MARITAL STATUS, PREGNANCY, AGE, PROTECTED MEDICAL CONDITION, DISABILITY, GENETIC INFORMATION, or any other protected status in accordance with all applicable federal, state, and local laws. This employer will provide the Social Security Administration (SSA) and, if necessary, the Department of Homeland Security (DHS) with information from each new employee's Form I-9 to confirm work authorization.

**IMPORTANT:** If the Government cannot confirm that you are authorized to work, this employer is required to provide you written instructions and an opportunity to contact SSA and/or DHS before taking adverse action against you, including terminating your employment.

**Please fill out your name AS IT APPEARS ON YOUR SOCIAL SECURITY CARD.**

First Name		Middle Name/Initial		Last Name	
Today's Date	SS#	Home Phone	Cell Phone	Alternate Phone	Home Email
					Work Email

<b>Current Address</b>		<b>Previous Address</b> <i>(within the last 7 years)</i>		
Street	Apt./Unit #	Street	Apt./Unit #	Date Available
City		City		Position Desired
State	Zip	State	Zip	Expected Pay

Are you over 18 years of age? <input type="checkbox"/> Yes <input type="checkbox"/> No	Desired Status <input type="checkbox"/> Full-Time <input type="checkbox"/> Part-Time <input type="checkbox"/> On-Call <input type="checkbox"/> Seasonal	If hired, can you submit verification of your identity and eligibility to work in the U.S.? <input type="checkbox"/> Yes <input type="checkbox"/> No
How were you referred?		
Have you ever used another name? <input type="checkbox"/> Yes <input type="checkbox"/> No	If you have gone by another name in the past, such as an assumed name or a nickname, please indicate so we may verify your past employment and education.	
Have you ever pled guilty or "no contest" to, or been convicted of, a misdemeanor or felony? <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, please give the date(s) and details.	
Have you been arrested for any matters for which you are currently out on bail or on your own recognizance pending trial? <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, please give the date(s) and details.	

NOTE: Answering "Yes" to these questions does not constitute an automatic bar to employment. Factors such as age and time of the offense, seriousness and nature of the violation, and rehabilitation will be taken into account. (Do not include minor traffic infractions, and convictions for which the record has been sealed or expunged, any conviction for which probation has been successfully completed or otherwise discharged and the case has been judicially dismissed, referrals to, and participation in, any pretrial or post-trial diversion programs, and misdemeanor marijuana-related offenses which occurred over two years ago in answering these questions).

## Personal References *(Not Relatives or Former Employees)*

First Name	Last Name
Address	Phone #
Relationship	Email

First Name	Last Name
Address	Phone #
Relationship	Email

**Work Experience**

List all jobs, including part-time and self-employment, and explain periods of unemployment. Use additional sheets if necessary. A resume may be used to supplement (but not replace) this information.

MAY WE CONTACT YOUR PRESENT EMPLOYER? IF NOT, EXPLAIN.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Please begin with your most current employer.

Employer		Phone #		From	To
				/	/
<b>Address</b>		<b>Job Info</b>			
Street	Suite/Unit #	Starting Salary	Ending Salary	Name of Supervisor	
City		Your Title and Description of Duties		Title of Supervisor	
State	Zip Code			Reason for Leaving	

Employer		Phone #		From	To
				/	/
<b>Address</b>		<b>Job Info</b>			
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				/	/
<b>Address</b>		<b>Job Info</b>			
Street	Suite/Unit #	Starting Salary	Ending Salary	Name of Supervisor	
City		Your Title and Description of Duties		Title of Supervisor	
State	Zip Code			Reason for Leaving	

Have you ever been terminated or asked to resign from any employment?  <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, please explain the circumstances.
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**Education**

School Name	Location	Highest Year Completed				Major subject/training you completed that directly relates to the job for which you are applying
		9	10	11	12	
High School		<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
College		<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
Graduate School		<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
Trade/Vocation		<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	

If you have not graduated from any of the above schools, please explain.

Describe your hobbies, interests, and memberships in professional organizations which may directly relate to the job for which you have applied. (You may exclude those whose name or character indicate sex, sexual orientation, ancestry, race, religion, color, national origin, age, marital status, medical condition, or disability, or any other protected classification of its members.)

Summarize any information you think necessary to describe your full qualifications for the job to which you have applied.

**Military** (Complete this section if you served in the U.S. Armed Forces)  
Describe any other skills you acquired which directly relate to the job to which you have applied.

## EMPLOYMENT AT-WILL AND ARBITRATION AGREEMENT – CALIFORNIA

1. It is hereby agreed by and among me, KimstaffHR, dba KTimeHR, (KTimeHR), and \_\_\_\_\_ (Company) that my employment shall not be for any specific duration and may be terminated at any time, by me or KTimeHR and Company, with or without cause and/or with or without prior notice. My status as an at-will employee may not be changed except in writing signed by me, KTimeHR, and the President of Company. This express at-will acknowledgement supersedes any and all prior representations or understandings, whether written or oral, express or implied, issued by KTimeHR or Company, and is the entire agreement among us, regarding the terms and conditions of my employment.

2. I, KTimeHR, and Company agree to utilize binding arbitration as the sole and exclusive means to resolve all disputes that may arise out of, or be related in any way to, my employment, including, but not limited to, the termination of my employment and my compensation. I and the Company each specifically waive and relinquish our respective rights to bring a claim against the other in a court of law, and this waiver shall be equally binding on any person who represents or seeks to represent me or the Company in a lawsuit against the other in a court of law. I, KTimeHR, and Company each agree that any claim, dispute, and/or controversy that I may have against the Company (or its owners, directors, officers, managers, employees, or agents), KTimeHR, or the Company may have against me, shall be submitted to, and determined exclusively by, binding arbitration under the Federal Arbitration Act ("FAA"), in conformity with the procedures of the California Arbitration Act (Cal. Code Civ. Proc. Sec 1280 et seq., including Section 1283.05 and all of the Act's other mandatory and permissive rights to discovery). The FAA applies to this agreement because the Company's business involves interstate commerce. Included within the scope of this Agreement are all disputes, whether based on tort, contract, statute (including, but not limited to, any claims of discrimination, harassment, and/or retaliation, whether they be based on the California Fair Employment and Housing Act, Title VII of the Civil Rights Act of 1964, as amended, or any other state or federal law or regulation), equitable law, or otherwise. The only exception to the requirement of binding arbitration shall be for claims arising under the National Labor Relations Act which are brought before the National Labor Relations Board, claims for medical and disability benefits under the California Workers' Compensation Act, Employment Development Department claims, or as may otherwise be required by state or federal law. However, nothing herein shall prevent me from filing and pursuing proceedings before the California Department of Fair Employment and Housing, or the United States Equal Employment Opportunity Commission (although if I choose to pursue a claim following the exhaustion of such administrative remedies, that claim would be subject to the provisions of this agreement). By this binding arbitration provision, I acknowledge and agree that the Company, KTimeHR and I give up our respective rights to trial by jury of any claim I, KTimeHR or the Company may have against the other.

3. All claims brought under this binding arbitration agreement shall be brought in my, KTimeHR's, or the Company's individual capacity. This binding arbitration agreement shall not be construed to allow or permit the consolidation or joinder of other claims or controversies involving any other employees, or permit such claims or controversies to proceed as a class action, collective action, private attorney general action, or any similar representative action. No arbitrator shall have the authority under this agreement to order any such class or representative action. By signing this agreement, I am agreeing to waive any substantive or procedural rights that I may have to bring an action on a class, collective, private attorney general, representative, or other similar basis. However, due to the nature of this waiver, the Company has provided me with the ability to choose to retain these rights by affirmatively checking the box at the end of this paragraph. Accordingly, I expressly agree to waive any right I may have to bring an action on a class, collective, private attorney general, representative, or other similar basis, unless I check this box:

4. I acknowledge that this agreement is not intended to interfere with my rights to collectively bargain, to engage in protected, concerted activity, or to exercise other rights protected under the National Labor Relations Act, and that I will not be subject to disciplinary action of any kind for opposing the arbitration provisions of this agreement.

5. In addition to any other requirements imposed by law, the arbitrator selected shall be a retired California Superior Court judge, or an otherwise qualified individual to whom the parties mutually agree, and shall be subject to disqualification on the same grounds as would apply to a judge of such court. All rules of pleading (including the right of demurrer), all rules of evidence, all rights to resolution of the dispute by means of motions for summary judgment, judgment on the pleadings, and judgment under Code of Civil Procedure Section 631.8 shall apply and be observed. The arbitrator shall have the immunity of a judicial officer from civil liability when acting in the capacity of an arbitrator, which immunity supplements any other existing immunity. Likewise, all communications during, or in connection with, the arbitration proceedings are privileged in accordance with Cal. Civil Code Section 47(b). As reasonably required to allow full use and benefit of this agreement's modifications to the Act's procedures, the arbitrator shall extend the times set by the Act for the giving of notices and setting of hearings. Awards shall include the arbitrator's written reasoned opinion. Resolution of all disputes shall be based solely upon the law governing the claims and defenses pleaded, and the arbitrator may not invoke any basis (including, but not limited to, notions of "just cause") other than such controlling law.

6. This is the entire agreement among me, KTimeHR, and the Company regarding dispute resolution, the length of my employment, and the reasons for termination of my employment, and this agreement supersedes any and all prior agreements regarding these issues. Oral representations or agreements made before or after my employment do not alter this Agreement.

7. If any term or provision, or portion, of this agreement is declared void or unenforceable, it shall be severed and the remainder of this agreement shall be enforceable.

**DO NOT SIGN UNTIL YOU HAVE READ THE ABOVE CERTIFICATION AND AGREEMENT.** If you have any questions regarding this Certification and Agreement, please discuss with a representative of the Company before signing. A copy of this certification is available to you in Spanish.

**MY SIGNATURE BELOW ATTESTS TO THE FACT THAT I HAVE READ, UNDERSTAND, AND AGREE TO BE LEGALLY BOUND TO ALL OF THE ABOVE TERMS.**

Print Name	Signature	Date
Worksite Employer		