



Employment Application

Worksite Employer: _____

KIMSTAFF IS AN EQUAL OPPORTUNITY EMPLOYER DEDICATED TO A POLICY OF NON-DISCRIMINATION IN EMPLOYMENT ON ANY PROTECTED BASIS, INCLUDING SEX, SEXUAL ORIENTATION, PREGNANCY, ANCESTRY, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE, MARITAL STATUS, MEDICAL CONDITION OR DISABILITY.

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	Alt Phone	E-mail

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

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, except for misdemeanor marijuana convictions that are over two years old, ever been convicted of a crime, felony or a misdemeanor? A conviction includes a plea, verdict or finding of guilt regardless of whether sentence was imposed by the court. You may exclude those convictions which have been judicially sealed, expunged or statutorily eradicated. You may also exclude a misdemeanor conviction for which probation has been successfully completed or otherwise discharged and the case has been judicially dismissed. *(An affirmative response will not necessarily disqualify you from employment.)*

<input type="checkbox"/> Yes <input type="checkbox"/> No	If YES, state date, location and description below:
--	---

Are you currently out on bail or on your own recognizance pending trial for any crime, felony or misdemeanor? <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, please explain. <i>(An affirmative response will not necessarily disqualify you from employment.)</i>
---	---

Personal References *(Not Relatives or Former Employees)*

First Name	Last Name	First Name	Last Name
Address		Address	
Phone #		Phone #	
Relationship	E-mail	Relationship	E-mail

Work Experience - List all jobs including part-time and self-employment; 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.

Yes No

Please begin with your most current employer:

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

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

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

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

Employer		Phone #		From /	To /
Address		Job Info			
Street	Suite/Unit #	Starting Salary	Ending Salary	Name of Supervisor	
City		Your Title & 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:
---	--

Education

School Name	Location	Highest Year Completed				Major subject/training you completed that directly relates to the job applied for:
		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/Vocational		<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, memberships in professional organizations that 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 for which you have applied.

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

CERTIFICATION AND AGREEMENT – PLEASE READ CAREFULLY

I hereby certify that the information contained in this Employment Application and on any resume provided to Kimstaff and/or Kimstaff's client is true, correct, and complete. I agree to have the information verified by Kimstaff HR ("Kimstaff"). I authorize Kimstaff to contact my former employers, references, and any and all other persons and organizations for information bearing upon my qualifications for employment. I further authorize the listed employers, schools and personal references to give Kimstaff (without further notice to me) any and all information about my previous employment and education, along with any other pertinent information they may have. I also authorize Kimstaff to disclose any information concerning me to Kimstaff clients to whom I may be assigned. I understand that any misrepresentation, falsification or omission of information on this Employment Application may result in my failure to receive an offer or, if I am hired, in my dismissal from employment. I also understand that all offers of employment are conditioned on satisfactory proof of my identity and legal authority to work in the United States.

If hired, I will comply with all rules and regulations of Kimstaff and those of any Kimstaff client to whom I may be assigned. I understand that Kimstaff and/or Kimstaff's client reserves the right to require me to submit to a test for the presence of drugs and/or alcohol in my system prior to employment and at any time during my employment, to the extent permitted by law. If I test positive for drugs and/or alcohol, my employment with Kimstaff and/or Kimstaff's client will be terminated. I also understand that any offer of employment may be contingent upon the passing of a job-related physical examination. I consent to the disclosure of the results of any physical examination and related tests to Kimstaff. I also understand that I may be required to take other tests such as personality and honesty tests, prior to employment and during my employment. I understand that should I decline to sign this consent or decline to take any of the above tests, my application for employment may be rejected or my employment may be terminated. I understand that bonding may be a condition of hire. If it is, I will be so advised either before or after hiring and a bond application will have to be completed.

**I EXPRESSLY UNDERSTAND AND AGREE THAT, IF HIRED,
MY EMPLOYMENT AND COMPENSATION ARE TERMINABLE AT WILL.**

My employment is for no definite period, and my employment and compensation may be terminated by Kimstaff, and/or Kimstaff's client at will at any time and for any reason whatsoever, with or without cause or notice at the option of either Kimstaff, Kimstaff's client, or myself. I further understand and agree that this at-will employment relationship includes the right of Kimstaff and/or Kimstaff's client to demote or otherwise discipline me at will, with or without cause or notice. No implied, oral, or written agreements contrary to the express language of this at-will agreement are valid unless they are in writing signed both by the president of Kimstaff and by me. No supervisor or representative of Kimstaff and/or Kimstaff's client has any authority to make any agreements contrary to the foregoing. This agreement is the entire integrated agreement between Kimstaff, Kimstaff's client and me regarding the rights of Kimstaff, Kimstaff's client, or myself to terminate employment at will, with or without cause, and this agreement takes the place of all prior and contemporaneous agreements, representations, and understandings between Kimstaff and/or Kimstaff's client and me.

I further agree and acknowledge that Kimstaff and/or Kimstaff's client and I will utilize binding arbitration to resolve all disputes that may arise out of the employment context. Both Kimstaff and/or Kimstaff's client and I agree that any claim, dispute, and/or controversy that either I may have against Kimstaff and/or Kimstaff's client (or its owners, directors, officers, managers, employees, agents, and parties affiliated with its employee benefit and health plans) or Kimstaff and/or Kimstaff's client may have against me, arising from, related to, or having any relationship or connection whatsoever with my seeking employment with, employment by, or other association with Kimstaff and/or Kimstaff's client shall be submitted to and determined exclusively by binding arbitration under the Federal Arbitration Act, 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). 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 and harassment, 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, with exception of 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 otherwise 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). Further, this Agreement shall not prevent either me or Kimstaff and/or Kimstaff's client from obtaining provisional remedies to the extent permitted by Code of Civil Procedure Section 1281.8 either before the commencement of or during the arbitration process. In addition to any other requirements imposed by law, the arbitrator selected shall be a retired California Superior Court Judge, or 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. Resolution of the dispute 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. 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. I understand and agree to this binding arbitration provision, and both I and Kimstaff and/or Kimstaff's client give up our right to trial by jury of any claim I or Kimstaff and/or Kimstaff's client may have against each other.

This is the entire agreement between Kimstaff and/or Kimstaff's client and me regarding dispute resolution, the length of my employment, and the reasons for termination of employment, and this agreement supersedes any and all prior agreements regarding these issues. It is further agreed and understood that any agreement contrary to the foregoing must be entered into, in writing, by myself and the President of Kimstaff and/or Kimstaff's client. No supervisor or representative of Kimstaff and/or Kimstaff's client, other than its President, has any authority to enter into any agreement for employment for any specified period of time or make any agreement contrary to the foregoing. Oral representations made before or after you are hired do not alter this Agreement.

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 Kimstaff representative before signing. A copy of this certification is available to you in Spanish.

NO FIRME ESTE CERTIFICADO ANTES DE LEER COMPLETAMENTE. Si tiene preguntas, contacte una representante de Kimstaff antes de firmar. Una copia de este certificado este disponible para usted en Espanol.

Signature:

Date