

# Basic Employment Information Sheet

## Employee Information

Full Name: \_\_\_\_\_

Address: \_\_\_\_\_

Home Phone: ( ) \_\_\_\_\_ Cell Phone: ( ) \_\_\_\_\_

Email Address: \_\_\_\_\_

Social Security Number or Government ID: \_\_\_\_\_

Birth Date: \_\_\_\_\_ Marital Status: \_\_\_\_\_

Spouse's Name: \_\_\_\_\_

Spouse's Employer: \_\_\_\_\_ Spouse's Work Phone: ( ) \_\_\_\_\_

## Job Information

Title: \_\_\_\_\_ Supervisor: \_\_\_\_\_

Work Location: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Work Phone: ( ) \_\_\_\_\_ Cell Phone: ( ) \_\_\_\_\_

Start Date: \_\_\_\_\_ Salary: \$ \_\_\_\_\_

## Emergency Contact Information

Full Name: \_\_\_\_\_

Address: \_\_\_\_\_

Primary Phone: ( ) \_\_\_\_\_ Cell Phone: ( ) \_\_\_\_\_

Relationship: \_\_\_\_\_

## Dependent Information (For insurance purposes only)

Name(s) of Dependent(s)

Relationship to Employee

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

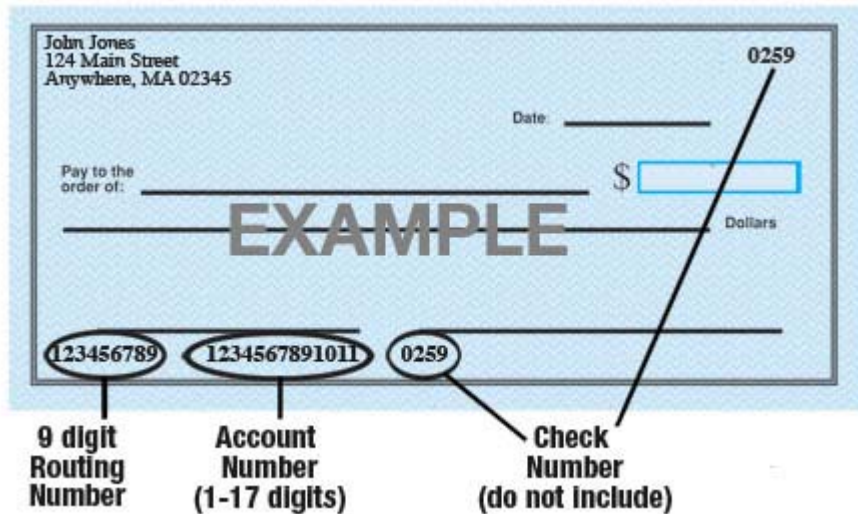
# Direct Deposit Authorization Form

Please print and complete ALL the information below.

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

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_



Name of Bank: \_\_\_\_\_

Account #: \_\_\_\_\_

9-Digit Routing #: \_\_\_\_\_

Amount:  \$ \_\_\_\_\_  \_\_\_\_\_ % or  Entire Paycheck

Type of Account:    Checking    Savings    (Circle One)

*Please attach a voided check for each bank account to which funds should be deposited.*

[Company Name] is hereby authorized to directly deposit my pay to the account listed above. This authorization will remain in effect until I modify or cancel it in writing.

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

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

# Form W-4 (2018)

**Future developments.** For the latest information about any future developments related to Form W-4, such as legislation enacted after it was published, go to [www.irs.gov/FormW4](http://www.irs.gov/FormW4).

**Purpose.** Complete Form W-4 so that your employer can withhold the correct federal income tax from your pay. Consider completing a new Form W-4 each year and when your personal or financial situation changes.

**Exemption from withholding.** You may claim exemption from withholding for 2018 if **both** of the following apply.

- For 2017 you had a right to a refund of **all** federal income tax withheld because you had **no** tax liability, **and**
- For 2018 you expect a refund of **all** federal income tax withheld because you expect to have **no** tax liability.

If you're exempt, complete **only** lines 1, 2, 3, 4, and 7 and sign the form to validate it. Your exemption for 2018 expires February 15, 2019. See Pub. 505, Tax Withholding and Estimated Tax, to learn more about whether you qualify for exemption from withholding.

## General Instructions

If you aren't exempt, follow the rest of these instructions to determine the number of withholding allowances you should claim for withholding for 2018 and any additional amount of tax to have withheld. For regular wages, withholding must be based on allowances you claimed and may not be a flat amount or percentage of wages.

You can also use the calculator at [www.irs.gov/W4App](http://www.irs.gov/W4App) to determine your tax withholding more accurately. Consider

using this calculator if you have a more complicated tax situation, such as if you have a working spouse, more than one job, or a large amount of nonwage income outside of your job. After your Form W-4 takes effect, you can also use this calculator to see how the amount of tax you're having withheld compares to your projected total tax for 2018. If you use the calculator, you don't need to complete any of the worksheets for Form W-4.

Note that if you have too much tax withheld, you will receive a refund when you file your tax return. If you have too little tax withheld, you will owe tax when you file your tax return, and you might owe a penalty.

**Filers with multiple jobs or working spouses.** If you have more than one job at a time, or if you're married and your spouse is also working, read all of the instructions including the instructions for the Two-Earners/Multiple Jobs Worksheet before beginning.

**Nonwage income.** If you have a large amount of nonwage income, such as interest or dividends, consider making estimated tax payments using Form 1040-ES, Estimated Tax for Individuals. Otherwise, you might owe additional tax. Or, you can use the Deductions, Adjustments, and Other Income Worksheet on page 3 or the calculator at [www.irs.gov/W4App](http://www.irs.gov/W4App) to make sure you have enough tax withheld from your paycheck. If you have pension or annuity income, see Pub. 505 or use the calculator at [www.irs.gov/W4App](http://www.irs.gov/W4App) to find out if you should adjust your withholding on Form W-4 or W-4P.

**Nonresident alien.** If you're a nonresident alien, see Notice 1392, Supplemental Form W-4 Instructions for Nonresident Aliens, before completing this form.

## Specific Instructions

### Personal Allowances Worksheet

Complete this worksheet on page 3 first to determine the number of withholding allowances to claim.

#### Line C. Head of household please note:

Generally, you can claim head of household filing status on your tax return only if you're unmarried and pay more than 50% of the costs of keeping up a home for yourself and a qualifying individual. See Pub. 501 for more information about filing status.

**Line E. Child tax credit.** When you file your tax return, you might be eligible to claim a credit for each of your qualifying children. To qualify, the child must be under age 17 as of December 31 and must be your dependent who lives with you for more than half the year. To learn more about this credit, see Pub. 972, Child Tax Credit. To reduce the tax withheld from your pay by taking this credit into account, follow the instructions on line E of the worksheet. On the worksheet you will be asked about your total income. For this purpose, total income includes all of your wages and other income, including income earned by a spouse, during the year.

**Line F. Credit for other dependents.** When you file your tax return, you might be eligible to claim a credit for each of your dependents that don't qualify for the child tax credit, such as any dependent children age 17 and older. To learn more about this credit, see Pub. 505. To reduce the tax withheld from your pay by taking this credit into account, follow the instructions on line F of the worksheet. On the worksheet, you will be asked about your total income. For this purpose, total income includes all of

----- Separate here and give Form W-4 to your employer. Keep the worksheet(s) for your records. -----

<b>Form W-4</b> Department of the Treasury Internal Revenue Service		<b>Employee's Withholding Allowance Certificate</b>		OMB No. 1545-0074 <span style="font-size: 2em; font-weight: bold;">2018</span>
<b>▶ Whether you're entitled to claim a certain number of allowances or exemption from withholding is subject to review by the IRS. Your employer may be required to send a copy of this form to the IRS.</b>				
1 Your first name and middle initial		Last name		2 Your social security number
Home address (number and street or rural route)			3 <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Married, but withhold at higher Single rate. <b>Note:</b> If married filing separately, check "Married, but withhold at higher Single rate."	
City or town, state, and ZIP code			4 If your last name differs from that shown on your social security card, check here. You must call 800-772-1213 for a replacement card. <input type="checkbox"/>	
5	Total number of allowances you're claiming (from the applicable worksheet on the following pages) . . . . .			5
6	Additional amount, if any, you want withheld from each paycheck . . . . .			6 \$
7	I claim exemption from withholding for 2018, and I certify that I meet <b>both</b> of the following conditions for exemption. <ul style="list-style-type: none"> <li>• Last year I had a right to a refund of <b>all</b> federal income tax withheld because I had <b>no</b> tax liability, <b>and</b></li> <li>• This year I expect a refund of <b>all</b> federal income tax withheld because I expect to have <b>no</b> tax liability.</li> </ul> If you meet both conditions, write "Exempt" here . . . . . ▶			
Under penalties of perjury, I declare that I have examined this certificate and, to the best of my knowledge and belief, it is true, correct, and complete.				
Employee's signature (This form is not valid unless you sign it.) ▶				Date ▶
8 Employer's name and address ( <b>Employer:</b> Complete boxes 8 and 10 if sending to IRS and complete boxes 8, 9, and 10 if sending to State Directory of New Hires.)			9 First date of employment	10 Employer identification number (EIN)

your wages and other income, including income earned by a spouse, during the year.

**Line G. Other credits.** You might be able to reduce the tax withheld from your paycheck if you expect to claim other tax credits, such as the earned income tax credit and tax credits for education and child care expenses. If you do so, your paycheck will be larger but the amount of any refund that you receive when you file your tax return will be smaller. Follow the instructions for Worksheet 1-6 in Pub. 505 if you want to reduce your withholding to take these credits into account.

### **Deductions, Adjustments, and Additional Income Worksheet**

Complete this worksheet to determine if you're able to reduce the tax withheld from your paycheck to account for your itemized deductions and other adjustments to income such as IRA contributions. If you do so, your refund at the end of the year will be smaller, but your paycheck will be larger. You're not required to complete this worksheet or reduce your withholding if you don't wish to do so.

You can also use this worksheet to figure out how much to increase the tax withheld from your paycheck if you have a large amount of nonwage income, such as interest or dividends.

Another option is to take these items into account and make your withholding more accurate by using the calculator at [www.irs.gov/W4App](http://www.irs.gov/W4App). If you use the calculator, you don't need to complete any of the worksheets for Form W-4.

### **Two-Earners/Multiple Jobs Worksheet**

Complete this worksheet if you have more

than one job at a time or are married filing jointly and have a working spouse. If you don't complete this worksheet, you might have too little tax withheld. If so, you will owe tax when you file your tax return and might be subject to a penalty.

Figure the total number of allowances you're entitled to claim and any additional amount of tax to withhold on all jobs using worksheets from only one Form W-4. Claim all allowances on the W-4 that you or your spouse file for the highest paying job in your family and claim zero allowances on Forms W-4 filed for all other jobs. For example, if you earn \$60,000 per year and your spouse earns \$20,000, you should complete the worksheets to determine what to enter on lines 5 and 6 of your Form W-4, and your spouse should enter zero ("-0-") on lines 5 and 6 of his or her Form W-4. See Pub. 505 for details.

Another option is to use the calculator at [www.irs.gov/W4App](http://www.irs.gov/W4App) to make your withholding more accurate.

**Tip:** If you have a working spouse and your incomes are similar, you can check the "Married, but withhold at higher Single rate" box instead of using this worksheet. If you choose this option, then each spouse should fill out the Personal Allowances Worksheet and check the "Married, but withhold at higher Single rate" box on Form W-4, but only one spouse should claim any allowances for credits or fill out the Deductions, Adjustments, and Additional Income Worksheet.

### **Instructions for Employer**

**Employees, do not complete box 8, 9, or 10. Your employer will complete these boxes if necessary.**

**New hire reporting.** Employers are

required by law to report new employees to a designated State Directory of New Hires. Employers may use Form W-4, boxes 8, 9, and 10 to comply with the new hire reporting requirement for a newly hired employee. A newly hired employee is an employee who hasn't previously been employed by the employer, or who was previously employed by the employer but has been separated from such prior employment for at least 60 consecutive days. Employers should contact the appropriate State Directory of New Hires to find out how to submit a copy of the completed Form W-4. For information and links to each designated State Directory of New Hires (including for U.S. territories), go to [www.acf.hhs.gov/programs/css/employers](http://www.acf.hhs.gov/programs/css/employers).

If an employer is sending a copy of Form W-4 to a designated State Directory of New Hires to comply with the new hire reporting requirement for a newly hired employee, complete boxes 8, 9, and 10 as follows.

**Box 8.** Enter the employer's name and address. If the employer is sending a copy of this form to a State Directory of New Hires, enter the address where child support agencies should send income withholding orders.

**Box 9.** If the employer is sending a copy of this form to a State Directory of New Hires, enter the employee's first date of employment, which is the date services for payment were first performed by the employee. If the employer rehired the employee after the employee had been separated from the employer's service for at least 60 days, enter the rehire date.

**Box 10.** Enter the employer's employer identification number (EIN).

**Personal Allowances Worksheet (Keep for your records.)**

- A** Enter "1" for yourself . . . . . **A** \_\_\_\_\_
- B** Enter "1" if you will file as married filing jointly . . . . . **B** \_\_\_\_\_
- C** Enter "1" if you will file as head of household . . . . . **C** \_\_\_\_\_
- D** Enter "1" if: {
  - You're single, or married filing separately, and have only one job; or
  - You're married filing jointly, have only one job, and your spouse doesn't work; or
  - Your wages from a second job or your spouse's wages (or the total of both) are \$1,500 or less.
 } **D** \_\_\_\_\_
- E** **Child tax credit.** See Pub. 972, Child Tax Credit, for more information.
  - If your total income will be less than \$69,801 (\$101,401 if married filing jointly), enter "4" for each eligible child.
  - If your total income will be from \$69,801 to \$175,550 (\$101,401 to \$339,000 if married filing jointly), enter "2" for each eligible child.
  - If your total income will be from \$175,551 to \$200,000 (\$339,001 to \$400,000 if married filing jointly), enter "1" for each eligible child.
  - If your total income will be higher than \$200,000 (\$400,000 if married filing jointly), enter "-0-" . . . . . **E** \_\_\_\_\_
- F** **Credit for other dependents.**
  - If your total income will be less than \$69,801 (\$101,401 if married filing jointly), enter "1" for each eligible dependent.
  - If your total income will be from \$69,801 to \$175,550 (\$101,401 to \$339,000 if married filing jointly), enter "1" for every two dependents (for example, "-0-" for one dependent, "1" if you have two or three dependents, and "2" if you have four dependents).
  - If your total income will be higher than \$175,550 (\$339,000 if married filing jointly), enter "-0-" . . . . . **F** \_\_\_\_\_
- G** **Other credits.** If you have other credits, see Worksheet 1-6 of Pub. 505 and enter the amount from that worksheet here . . . **G** \_\_\_\_\_
- H** Add lines A through G and enter the total here . . . . . **H** \_\_\_\_\_

For accuracy, **complete all worksheets that apply.**

- If you plan to **itemize** or **claim adjustments to income** and want to reduce your withholding, or if you have a large amount of nonwage income and want to increase your withholding, see the **Deductions, Adjustments, and Additional Income Worksheet** below.
- If you **have more than one job at a time** or are **married filing jointly and you and your spouse both work**, and the combined earnings from all jobs exceed \$52,000 (\$24,000 if married filing jointly), see the **Two-Earners/Multiple Jobs Worksheet** on page 4 to avoid having too little tax withheld.
- If **neither** of the above situations applies, **stop here** and enter the number from line H on line 5 of Form W-4 above.

**Deductions, Adjustments, and Additional Income Worksheet**

**Note:** Use this worksheet *only* if you plan to itemize deductions, claim certain adjustments to income, or have a large amount of nonwage income.

- 1** Enter an estimate of your 2018 itemized deductions. These include qualifying home mortgage interest, charitable contributions, state and local taxes (up to \$10,000), and medical expenses in excess of 7.5% of your income. See Pub. 505 for details . . . . . **1** \$ \_\_\_\_\_
- 2** Enter: {
  - \$24,000 if you're married filing jointly or qualifying widow(er)
  - \$18,000 if you're head of household
  - \$12,000 if you're single or married filing separately
 } . . . . . **2** \$ \_\_\_\_\_
- 3** **Subtract** line 2 from line 1. If zero or less, enter "-0-" . . . . . **3** \$ \_\_\_\_\_
- 4** Enter an estimate of your 2018 adjustments to income and any additional standard deduction for age or blindness (see Pub. 505 for information about these items) . . . . . **4** \$ \_\_\_\_\_
- 5** **Add** lines 3 and 4 and enter the total . . . . . **5** \$ \_\_\_\_\_
- 6** Enter an estimate of your 2018 nonwage income (such as dividends or interest) . . . . . **6** \$ \_\_\_\_\_
- 7** **Subtract** line 6 from line 5. If zero, enter "-0-". If less than zero, enter the amount in parentheses . . . **7** \$ \_\_\_\_\_
- 8** **Divide** the amount on line 7 by \$4,150 and enter the result here. If a negative amount, enter in parentheses. Drop any fraction . . . . . **8** \_\_\_\_\_
- 9** Enter the number from the **Personal Allowances Worksheet**, line H above . . . . . **9** \_\_\_\_\_
- 10** **Add** lines 8 and 9 and enter the total here. If zero or less, enter "-0-". If you plan to use the **Two-Earners/Multiple Jobs Worksheet**, also enter this total on line 1, page 4. Otherwise, **stop here** and enter this total on Form W-4, line 5, page 1 . . . . . **10** \_\_\_\_\_

**Two-Earners/Multiple Jobs Worksheet**

**Note:** Use this worksheet *only* if the instructions under line H from the **Personal Allowances Worksheet** direct you here.

- 1** Enter the number from the **Personal Allowances Worksheet**, line H, page 3 (or, if you used the **Deductions, Adjustments, and Additional Income Worksheet** on page 3, the number from line 10 of that worksheet) . . . . . **1** \_\_\_\_\_
  - 2** Find the number in **Table 1** below that applies to the **LOWEST** paying job and enter it here. **However**, if you're married filing jointly and wages from the highest paying job are \$75,000 or less and the combined wages for you and your spouse are \$107,000 or less, don't enter more than "3" . . . . . **2** \_\_\_\_\_
  - 3** If line 1 is **more than or equal to** line 2, subtract line 2 from line 1. Enter the result here (if zero, enter "-0-") and on Form W-4, line 5, page 1. **Do not** use the rest of this worksheet . . . . . **3** \_\_\_\_\_
- Note:** If line 1 is **less than** line 2, enter "-0-" on Form W-4, line 5, page 1. Complete lines 4 through 9 below to figure the additional withholding amount necessary to avoid a year-end tax bill.
- 4** Enter the number from line 2 of this worksheet . . . . . **4** \_\_\_\_\_
  - 5** Enter the number from line 1 of this worksheet . . . . . **5** \_\_\_\_\_
  - 6** **Subtract** line 5 from line 4 . . . . . **6** \_\_\_\_\_
  - 7** Find the amount in **Table 2** below that applies to the **HIGHEST** paying job and enter it here . . . . . **7** \$ \_\_\_\_\_
  - 8** **Multiply** line 7 by line 6 and enter the result here. This is the additional annual withholding needed . . . . . **8** \$ \_\_\_\_\_
  - 9** **Divide** line 8 by the number of pay periods remaining in 2018. For example, divide by 18 if you're paid every 2 weeks and you complete this form on a date in late April when there are 18 pay periods remaining in 2018. Enter the result here and on Form W-4, line 6, page 1. This is the additional amount to be withheld from each paycheck . . . . . **9** \$ \_\_\_\_\_

Table 1				Table 2			
Married Filing Jointly		All Others		Married Filing Jointly		All Others	
If wages from <b>LOWEST</b> paying job are—	Enter on line 2 above	If wages from <b>LOWEST</b> paying job are—	Enter on line 2 above	If wages from <b>HIGHEST</b> paying job are—	Enter on line 7 above	If wages from <b>HIGHEST</b> paying job are—	Enter on line 7 above
\$0 - \$5,000	0	\$0 - \$7,000	0	\$0 - \$24,375	\$420	\$0 - \$7,000	\$420
5,001 - 9,500	1	7,001 - 12,500	1	24,376 - 82,725	500	7,001 - 36,175	500
9,501 - 19,000	2	12,501 - 24,500	2	82,726 - 170,325	910	36,176 - 79,975	910
19,001 - 26,500	3	24,501 - 31,500	3	170,326 - 320,325	1,000	79,976 - 154,975	1,000
26,501 - 37,000	4	31,501 - 39,000	4	320,326 - 405,325	1,330	154,976 - 197,475	1,330
37,001 - 43,500	5	39,001 - 55,000	5	405,326 - 605,325	1,450	197,476 - 497,475	1,450
43,501 - 55,000	6	55,001 - 70,000	6	605,326 and over	1,540	497,476 and over	1,540
55,001 - 60,000	7	70,001 - 85,000	7				
60,001 - 70,000	8	85,001 - 90,000	8				
70,001 - 75,000	9	90,001 - 100,000	9				
75,001 - 85,000	10	100,001 - 105,000	10				
85,001 - 95,000	11	105,001 - 115,000	11				
95,001 - 130,000	12	115,001 - 120,000	12				
130,001 - 150,000	13	120,001 - 130,000	13				
150,001 - 160,000	14	130,001 - 145,000	14				
160,001 - 170,000	15	145,001 - 155,000	15				
170,001 - 180,000	16	155,001 - 185,000	16				
180,001 - 190,000	17	185,001 and over	17				
190,001 - 200,000	18						
200,001 and over	19						

**Privacy Act and Paperwork Reduction Act Notice.** We ask for the information on this form to carry out the Internal Revenue laws of the United States. Internal Revenue Code sections 3402(f)(2) and 6109 and their regulations require you to provide this information; your employer uses it to determine your federal income tax withholding. Failure to provide a properly completed form will result in your being treated as a single person who claims no withholding allowances; providing fraudulent information may subject you to penalties. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation; to cities, states, the District of Columbia, and

U.S. commonwealths and possessions for use in administering their tax laws; and to the Department of Health and Human Services for use in the National Directory of New Hires. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You aren't required to provide the information requested on a form that's subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be

retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by Code section 6103.

The average time and expenses required to complete and file this form will vary depending on individual circumstances. For estimated averages, see the instructions for your income tax return.

If you have suggestions for making this form simpler, we would be happy to hear from you. See the instructions for your income tax return.



**Employment Eligibility Verification**  
**Department of Homeland Security**  
 U.S. Citizenship and Immigration Services

**USCIS**  
**Form I-9**  
 OMB No. 1615-0047  
 Expires 08/31/2019

▶ **START HERE:** Read instructions carefully before completing this form. The instructions must be available, either in paper or electronically, during completion of this form. Employers are liable for errors in the completion of this form.

**ANTI-DISCRIMINATION NOTICE:** It is illegal to discriminate against work-authorized individuals. Employers **CANNOT** specify which document(s) an employee may present to establish employment authorization and identity. The refusal to hire or continue to employ an individual because the documentation presented has a future expiration date may also constitute illegal discrimination.

**Section 1. Employee Information and Attestation** *(Employees must complete and sign Section 1 of Form I-9 no later than the first day of employment, but not before accepting a job offer.)*

Last Name (Family Name)		First Name (Given Name)		Middle Initial	Other Last Names Used (if any)	
Address (Street Number and Name)			Apt. Number	City or Town		State ZIP Code
Date of Birth (mm/dd/yyyy)	U.S. Social Security Number □□□□ - □□ - □□□□		Employee's E-mail Address		Employee's Telephone Number	

**I am aware that federal law provides for imprisonment and/or fines for false statements or use of false documents in connection with the completion of this form.**

**I attest, under penalty of perjury, that I am (check one of the following boxes):**

<input type="checkbox"/> 1. A citizen of the United States	
<input type="checkbox"/> 2. A noncitizen national of the United States <i>(See instructions)</i>	
<input type="checkbox"/> 3. A lawful permanent resident (Alien Registration Number/USCIS Number): _____	
<input type="checkbox"/> 4. An alien authorized to work until (expiration date, if applicable, mm/dd/yyyy): _____ Some aliens may write "N/A" in the expiration date field. <i>(See instructions)</i>	
<i>Aliens authorized to work must provide only one of the following document numbers to complete Form I-9:          An Alien Registration Number/USCIS Number OR Form I-94 Admission Number OR Foreign Passport Number.</i>	
1. Alien Registration Number/USCIS Number: _____ <b>OR</b> 2. Form I-94 Admission Number: _____ <b>OR</b> 3. Foreign Passport Number: _____ Country of Issuance: _____	QR Code - Section 1 Do Not Write In This Space

Signature of Employee	Today's Date (mm/dd/yyyy)
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**Preparer and/or Translator Certification (check one):**  
 I did not use a preparer or translator.     A preparer(s) and/or translator(s) assisted the employee in completing Section 1.  
*(Fields below must be completed and signed when preparers and/or translators assist an employee in completing Section 1.)*

**I attest, under penalty of perjury, that I have assisted in the completion of Section 1 of this form and that to the best of my knowledge the information is true and correct.**

Signature of Preparer or Translator		Today's Date (mm/dd/yyyy)	
Last Name (Family Name)		First Name (Given Name)	
Address (Street Number and Name)		City or Town	State ZIP Code



*Employer Completes Next Page*





**Employment Eligibility Verification**  
**Department of Homeland Security**  
 U.S. Citizenship and Immigration Services

**USCIS**  
**Form I-9**  
 OMB No. 1615-0047  
 Expires 08/31/2019

**Section 2. Employer or Authorized Representative Review and Verification**

*(Employers or their authorized representative must complete and sign Section 2 within 3 business days of the employee's first day of employment. You must physically examine one document from List A OR a combination of one document from List B and one document from List C as listed on the "Lists of Acceptable Documents.")*

<b>Employee Info from Section 1</b>	Last Name (Family Name)	First Name (Given Name)	M.I.	Citizenship/Immigration Status
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List A Identity and Employment Authorization	OR	List B Identity	AND	List C Employment Authorization
Document Title		Document Title		Document Title
Issuing Authority		Issuing Authority		Issuing Authority
Document Number		Document Number		Document Number
Expiration Date (if any)(mm/dd/yyyy)		Expiration Date (if any)(mm/dd/yyyy)		Expiration Date (if any)(mm/dd/yyyy)
Document Title		Additional Information		QR Code - Sections 2 & 3 Do Not Write In This Space
Issuing Authority				
Document Number				
Expiration Date (if any)(mm/dd/yyyy)				
Document Title				
Issuing Authority				
Document Number				
Expiration Date (if any)(mm/dd/yyyy)				

**Certification: I attest, under penalty of perjury, that (1) I have examined the document(s) presented by the above-named employee, (2) the above-listed document(s) appear to be genuine and to relate to the employee named, and (3) to the best of my knowledge the employee is authorized to work in the United States.**

**The employee's first day of employment (mm/dd/yyyy):** \_\_\_\_\_ **(See instructions for exemptions)**

Signature of Employer or Authorized Representative		Today's Date (mm/dd/yyyy)	Title of Employer or Authorized Representative	
Last Name of Employer or Authorized Representative	First Name of Employer or Authorized Representative		Employer's Business or Organization Name	
Employer's Business or Organization Address (Street Number and Name)		City or Town	State	ZIP Code

**Section 3. Reverification and Rehires** *(To be completed and signed by employer or authorized representative.)*

<b>A. New Name (if applicable)</b>			<b>B. Date of Rehire (if applicable)</b>	
Last Name (Family Name)	First Name (Given Name)	Middle Initial	Date (mm/dd/yyyy)	

**C.** If the employee's previous grant of employment authorization has expired, provide the information for the document or receipt that establishes continuing employment authorization in the space provided below.

Document Title	Document Number	Expiration Date (if any) (mm/dd/yyyy)
----------------	-----------------	---------------------------------------

**I attest, under penalty of perjury, that to the best of my knowledge, this employee is authorized to work in the United States, and if the employee presented document(s), the document(s) I have examined appear to be genuine and to relate to the individual.**

Signature of Employer or Authorized Representative	Today's Date (mm/dd/yyyy)	Name of Employer or Authorized Representative
--	---------------------------	---



## LISTS OF ACCEPTABLE DOCUMENTS

### All documents must be UNEXPIRED

Employees may present one selection from List A  
or a combination of one selection from List B and one selection from List C.

<b>LIST A</b> <b>Documents that Establish Both Identity and Employment Authorization</b>	OR	<b>LIST B</b> <b>Documents that Establish Identity</b>	AND	<b>LIST C</b> <b>Documents that Establish Employment Authorization</b>
<ol style="list-style-type: none"> <li>1. U.S. Passport or U.S. Passport Card</li> <li>2. Permanent Resident Card or Alien Registration Receipt Card (Form I-551)</li> <li>3. Foreign passport that contains a temporary I-551 stamp or temporary I-551 printed notation on a machine-readable immigrant visa</li> <li>4. Employment Authorization Document that contains a photograph (Form I-766)</li> <li>5. For a nonimmigrant alien authorized to work for a specific employer because of his or her status:               <ol style="list-style-type: none"> <li>a. Foreign passport; and</li> <li>b. Form I-94 or Form I-94A that has the following:                   <ol style="list-style-type: none"> <li>(1) The same name as the passport; and</li> <li>(2) An endorsement of the alien's nonimmigrant status as long as that period of endorsement has not yet expired and the proposed employment is not in conflict with any restrictions or limitations identified on the form.</li> </ol> </li> </ol> </li> <li>6. Passport from the Federated States of Micronesia (FSM) or the Republic of the Marshall Islands (RMI) with Form I-94 or Form I-94A indicating nonimmigrant admission under the Compact of Free Association Between the United States and the FSM or RMI</li> </ol>	OR	<ol style="list-style-type: none"> <li>1. Driver's license or ID card issued by a State or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address</li> <li>2. ID card issued by federal, state or local government agencies or entities, provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address</li> <li>3. School ID card with a photograph</li> <li>4. Voter's registration card</li> <li>5. U.S. Military card or draft record</li> <li>6. Military dependent's ID card</li> <li>7. U.S. Coast Guard Merchant Mariner Card</li> <li>8. Native American tribal document</li> <li>9. Driver's license issued by a Canadian government authority</li> <li style="text-align: center;"><b>For persons under age 18 who are unable to present a document listed above:</b></li> <li>10. School record or report card</li> <li>11. Clinic, doctor, or hospital record</li> <li>12. Day-care or nursery school record</li> </ol>	AND	<ol style="list-style-type: none"> <li>1. A Social Security Account Number card, unless the card includes one of the following restrictions:               <ol style="list-style-type: none"> <li>(1) NOT VALID FOR EMPLOYMENT</li> <li>(2) VALID FOR WORK ONLY WITH INS AUTHORIZATION</li> <li>(3) VALID FOR WORK ONLY WITH DHS AUTHORIZATION</li> </ol> </li> <li>2. Certification of report of birth issued by the Department of State (Forms DS-1350, FS-545, FS-240)</li> <li>3. Original or certified copy of birth certificate issued by a State, county, municipal authority, or territory of the United States bearing an official seal</li> <li>4. Native American tribal document</li> <li>5. U.S. Citizen ID Card (Form I-197)</li> <li>6. Identification Card for Use of Resident Citizen in the United States (Form I-179)</li> <li>7. Employment authorization document issued by the Department of Homeland Security</li> </ol>

**Examples of many of these documents appear in Part 13 of the Handbook for Employers (M-274).**

**Refer to the instructions for more information about acceptable receipts.**



PINNACLE EDUCATION AND ATHLETIC CENTER  
EMPLOYEE MANUAL

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## **Welcome To Pinnacle Education and Athletic Center**

Dear Employee,

Congratulations! You are the newest member of the PEAC Staff. We are confident that you will find this to be one of your most memorable, fun, and hardworking employment experiences.

In order to ensure a successful employment for you, the listed rules must be followed. Please read this manual completely and feel free to ask question if you have any. Remember to sign and return all signature pages in the appendix.

Your continued enthusiasm, and smile will make this a most memorable employment experience for you. Please feel welcome as a new staff member and please call on me if I can assist you in your PEAC experience.

Best Regards,

---

Pinnacle Education and Athletic Center

# 1 Employee Relations

Pinnacle Education and Athletic Center believes that good employee relations are important not only to business success but also to your success. To achieve good employee relations, Pinnacle Education and Athletic Center is dedicated to the following standards:

- Treat all employees with courtesy, dignity, and consideration.
- Allow employees the opportunity to discuss freely with their Supervisor any matter concerning their own or the Company's welfare.
- Provide safe and healthful working conditions.
- Show respect toward each employee.
- Fill job vacancies by promoting qualified candidates from within Pinnacle Education and Athletic Center whenever possible and most beneficial, as determined by Pinnacle Education and Athletic Center.
- Extend equal employment opportunity, as defined by relevant employee discrimination laws, to all employees without regard to race, religion, color, national origin, age, sex, or disability.

## 1.1 Employment At Will

Pinnacle Education and Athletic Center is an "At Will Employer." This means your employment here will have no specified term or length and either Pinnacle Education and Athletic Center or you can terminate your employment at will at any time, for any reason or no reason. You can not rely on any oral statements or writings to the contrary. No manager, executive or representative of Pinnacle Education and Athletic Center has any authority to enter into any agreement concerning employment on behalf of Pinnacle Education and Athletic Center on any terms inconsistent with or different from the foregoing. Only the Managers have the authority to enter into an employment agreement or contract with an employee, which must be in writing and signed by the Managers.

## 1.2 Equal Employment Opportunity

Pinnacle Education and Athletic Center is an equal employment opportunity employer. Pinnacle Education and Athletic Center prohibits discrimination due to race, sex, age, color, national origin, religion, disability, or any other protected class.

Discrimination is prohibited throughout all phases of your employment--including recruiting, hiring, promotions, compensation, and benefits. If you feel you have been discriminated against, immediately contact a Manager of Pinnacle Education and Athletic Center, or other management official, as appropriate under the circumstances.

## 1.3 Policy Against Harassment

Pinnacle Education and Athletic Center will not tolerate sexual harassment.

What Is Sexual Harassment?

*Sexual harassment is any of the following:*

1. Verbal, physical, or visual conduct of a sexual nature which is unwelcome to an employee or customer. Such conduct has the effect of unreasonably interfering with an individual's work performance, affects tangible job benefits, or creates an intimidating, hostile, or offensive work environment.
2. Explicit sexual propositions, sexual innuendoes, suggestive jokes, jokes about gender-specific traits, foul or obscene language or gestures, display of foul or obscene printed or visual material, and physical contact such as patting, pinching, or brushing against another's body.
3. A time when submission to or rejection of such conduct is used as the basis for employment decisions.

Remember that you have signed a statement saying that:

1. You understand the definition of sexual harassment, and
2. You understand that offenses will be subject to disciplinary action or termination.

A copy of that statement is in the Appendix.

*What Should You Do?*

If you feel or witness that unwelcome sexual advances have been made to you or co-workers, contact your Department Manager or a Manager of Pinnacle Education and Athletic Center immediately.

Pinnacle Education and Athletic Center forbids retaliation against anyone who has reported sexual harassment. The Company's policy is to investigate such complaints and to keep complaints confidential to the extent practicable. Pinnacle Education and Athletic Center will take corrective action up to and including termination against employees who harass others.



## **2 Safety and Worker's Compensation**

Pinnacle Education and Athletic Center actively promotes safety on the job. Should you be injured, however, Pinnacle Education and Athletic Center provides Worker's Compensation insurance according to the laws of New York for industrial injuries. Pinnacle Education and Athletic Center pays the whole cost of the insurance.

This Program covers any injury sustained while working on the clock and within the scope of your employment. Subject to applicable legal requirements, worker's compensation insurance may provide you with some limited benefits. By law, there will be no pay for injuries incurred while not on the clock.

### **2.1 Safety on the Job**

The Company strives to maintain the safest possible working conditions for you. The success of any safety program, however, depends on the safety consciousness and cooperation of everyone.

- Be safety conscious.
- Follow any special safety regulations regarding your job that your Supervisor tells you about.
- Be sure to report any potential safety hazards to your Supervisor.
- Be sure to read, understand, and follow the safety policies and procedures of Pinnacle Education and Athletic Center. Unsafe actions or failure to follow appropriate safety procedures will not be tolerated and may result in disciplinary action, or termination.

### **2.2 Injury on the Job**

If you are injured on the job, take these steps:

1. If you become ill or are injured because of your work or during your work, immediately tell your department Supervisor or Manager of Pinnacle Education and Athletic Center.
2. If your injury requires medical attention, notify your supervisor or a department manager and they will get you to a doctor or to the emergency room immediately.
3. Be sure to tell the doctor that you had an industrial accident. The doctor's office will bill accordingly.
4. Get an Employer's First Report of Injury form from your Supervisor or the manager's office.
5. File the Employer's First Report of Injury immediately on the day of incident.
6. If you receive bills in the mail, take them to a Manager of Pinnacle Education and Athletic Centers office.

### **2.3 What Your Workers' Compensation Benefits Are**

When you lose job time because of a serious accident, you may be eligible for wage replacement through worker's compensation. There are complex rules for how much you may receive based on state law.

You continue to receive payment for a reasonable period or until you are able to return to work.

If you need specific information regarding Worker's Compensation Insurance, you can get it from a Human Resources.

## **2.4 Drugs and Alcohol**

Pinnacle Education and Athletic Center is very concerned that you work in a safe setting, one that is free from the effects of drugs and alcohol. We also want all of our employees to be as healthy and productive as possible so we can continue providing the public with a quality service.

Pinnacle Education and Athletic Center will not tolerate drug and alcohol abuse.

If you use or are under the influence of drugs or alcohol while at work, or if your use drugs or alcohol during non-working hours and it impairs your performance on the job, you will be subject to immediate disciplinary action up to and including your employment being terminated.

In addition, employees may not be in possession of illegal drugs while on Company property or while in Company vehicles. Possession of alcohol while in Company vehicles is also prohibited unless it is a required part of your official responsibilities (e.g., serving alcohol at a function).

If you are terminated for drug or alcohol use, you may choose to undergo a test to show that you are not, or have not been, under the influence of drugs or alcohol.

Pinnacle Education and Athletic Center encourages employees who may have problems with drugs or alcohol to seek treatment. Please contact Human Resources to discuss various assistance programs.

## **2.5 Drug Testing**

Pinnacle Education and Athletic Center intends to provide a safe, alcohol and drug-free workplace. To that end, Pinnacle Education and Athletic Center has established a drug testing policy. Pinnacle Education and Athletic Center may require employees to submit to drug and alcohol testing upon arrival, monthly, randomly, after any accident in a Pinnacle Education and Athletic Center vehicle or after any work related accident. Failure to submit to testing or failure to submit to testing at the appointed time will be treated as a positive test result.

All drug and alcohol tests will conform to scientifically approved testing methods. Pinnacle Education and Athletic Center will conduct initial testing at the company's expense. The testing company will perform future random and required tests. The test results are considered confidential and will be the property of Pinnacle Education and Athletic Center.

In order to achieve the purpose of this policy, Pinnacle Education and Athletic Center has the right, without notice, to search Company and personal property (on premises) with Manager of Pinnacle Education and Athletic Center and/or an authorized law enforcement representative present at the time of search. Pinnacle Education and Athletic Center may seize any controlled substance and may report the same to law enforcement personnel.

Pinnacle Education and Athletic Center is entitled to use drug and alcohol test results, as well as refusal to submit to testing, for disciplinary action up to and including termination. Pinnacle Education and Athletic Center reserves the right to enforce this policy as it deems appropriate. Based upon the circumstances of the particular incident, Pinnacle Education and Athletic Center may choose to discipline the employee, terminate the employee, require the employee to seek treatment, or take any other action deemed appropriate by the company.

### **3 Businesslike Conduct**

#### **3.1 Business Ethics and Confidentiality**

We believe in being ethical in our business dealings and in our interaction with the public.

We also believe in protecting Pinnacle Education and Athletic Center's trade secrets and confidential information, including any information that may give Pinnacle Education and Athletic Center an advantage over its competitors.

#### **3.2 Ethics**

Pinnacle Education and Athletic Center strives to maintain a high standard of business ethics. Therefore, Pinnacle Education and Athletic Center expects you to carry out your business in an ethical and legal fashion.

Maintaining these standards of business conduct while you work at Pinnacle Education and Athletic Center is vital to the success of all of us.

#### **3.3 Confidential Information**

While working for Pinnacle Education and Athletic Center, you may be trusted with confidential business information.

Confidential business information:

- is generally unavailable to the public
- involves the Company, partners, borrowers, customers, competitors, or others
- is available to you in the course of your work.

You must respect the complete confidentiality of such business information at all times. Treat such information with the strictest confidence:

1. Do not use confidential business information to advance your own personal interests through investments or in any other way.
2. Do not give confidential information to outsiders.
3. Do not give it to fellow employees whose duties do not require that they receive the information.

Following these rules will help you maintain the company's trust and confidence. For more information, see the copy of the Employment Confidentiality Agreement in the Appendix.

### **3.4 Accurate Books and Reporting**

Pinnacle Education and Athletic Center relies on the accuracy of expense reports, invoice transmittals, inventory summaries, etc. Therefore, any information you report needs to be accurate, honest, and timely. The information should also be a fair representation of the facts.

*Protect our records in these ways:*

- Do not make false, artificial, or misleading entries in the books, or records of Pinnacle Education and Athletic Center.
- Do not establish or maintain an unrecorded fund or asset of Pinnacle Education and Athletic Center.
- Carefully check the accuracy of any documents describing or supporting a financial transaction. For example, check invoices, bonds, assets, entries, and payments.
- If you believe that such a document is inaccurate, don't complete the transaction. And don't make any payments for Pinnacle Education and Athletic Center. Instead, report all the facts to the Controller and to your Department Manager.

### **3.5 Phone Usage**

Personal phone calls should not be received at work unless it is an emergency. It is important while you are on the job that you stay focused on your tasks and that you are not distracted by phone calls. For the same reason, you should not make any outgoing phone calls unless it is required by your job. Unauthorized long distance calls are considered the same as employee theft and may be grounds for termination.

If you take calls for a fellow employee and they are on shift you may take a message and place it on the message board. This phone may also be used for outbound calls with a calling card or when calling collect.

Home, cellular, and pager telephone numbers of other employees are not to be given out.

### **3.6 Cellular Phone Usage**

You may be issued a cell phone as part of your job at Pinnacle Education and Athletic Center, or may simply check one out for company business use. Please remember that the same rules for normal phone usage apply. Cell phones are not to be used for personal phone calls.

If you make or receive a call on a cellular phone while driving, please pull over out of traffic and stop the vehicle before answering or dialing.

Failure to comply with this policy will result in disciplinary action up to and including termination.

### **3.7 Appearance**

If you are walking around and you see garbage, paper, cans etc. please pick it up. This is regardless if you are on schedule shift or not! It is important that you take pride in and create a pleasant atmosphere.

### **3.8 Attendance**

You were hired as a responsible individual to do a job. Every job is important, important to you, to the other Pinnacle Education and Athletic Center employees, and to our customers. To perform your job properly, you need to come to work when scheduled, and on time. This consists of being at your workstation and ready to perform your job duties at your scheduled time.

In addition, everyone is expected to do his or her share. Absence and tardiness place a burden on other employees and affects their performance.

Thus, if you have to be absent from work, you must do the following:

1. Notify your supervisor or the Manager at least four hours before your shift begins.
2. Continue to call in each day you are absent. This also needs to be done at least four hours before your shift begins. Your call will help your supervisor adjust the work schedule for your department.
3. If you are absent because of illness for three days or more you must bring a note from your doctor or your absence will not be approved.
4. If there are natural occurrences that may keep you from work you must contact your department manager or Pinnacle Education and Athletic Center management.
5. Do not assume that you will automatically be excused from work.
6. All unexcused absences will be a day without pay.

Excessive absenteeism or tardiness is unacceptable.

Excessive absenteeism is defined as six separate occurrences of excused absences in a twelve month period. This includes absences for any reason except the following:

- Jury/witness duty
- Military duty
- Family Medical Leave Act
- Industrial accident leave
- Funeral attendance
- Personal leave of absence

You may be required to show proof of any of the above leaves.

Tardiness is defined as arriving at your workstation 5 minutes after your scheduled entry time.

Excessive absenteeism and tardiness will result in progressive disciplinary action and/or termination.

**IMPORTANT NOTE:** If you are absent for one day without approval from your supervisor, you may have voluntarily terminated your employment with Pinnacle Education and Athletic Center.

### **3.9 Outside Interests**

#### Outside Employment

During your regular working hours, you are expected to devote your full time and ability to Pinnacle Education and Athletic Center's interests. This rule also applies to any additional time you have been properly asked to work.

Sometimes employment or personal business commitments outside regular working hours harm a person's ability to meet regular job responsibilities. When, in Pinnacle Education and Athletic Center's estimation, that is the case, such employment or commitments are prohibited.

It should go without saying, of course, that Pinnacle Education and Athletic Center encourages your participation as an individual in civic, community, or social activities. However, you should not do anything that might create the impression that Pinnacle Education and Athletic Center itself participates in or supports these outside activities.

Thus you should not use the Company's name to endorse, associate with, or lend support to any business cause, organization, political party, or social activity, unless you have the written permission of a Manager of Pinnacle Education and Athletic Center.

### **3.10 E-mail/Internet Policy**

Pinnacle Education and Athletic Center provides some of its employees with systems to send and receive electronic mail (e-mail) so they can work more productively. Pinnacle Education and Athletic Center considers this system to be a valuable business asset. Messages sent and received on the e-mail system, and other documents created or received are property of Pinnacle Education and Athletic Center.

Employees should have no expectation of privacy with respect to messages or files sent, received, viewed, or stored on the Pinnacle Education and Athletic Center e-mail system. E-mail messages and files like other types of correspondence and Pinnacle Education and Athletic Center documents, can be accessed and read by authorized employees or authorized individuals outside the company. Authorized access to employee e-mail by other employees or outside individuals includes, but is not limited to, the following:

- Access by the systems administration staff during the course of system maintenance or administration;
- Access approved by the employee, the employee's supervisor, or officer of Pinnacle Education and Athletic Center when there is an urgent business need. For example, if an employee is absent from the work site and the supervisor has reason to believe that information relevant to the day's business is located in the employee's mailbox;
- Access approved by the employee's supervisor, or manager of Pinnacle Education and Athletic Center when there is reason to believe the employee is using e-mail in violation of Pinnacle Education and Athletic Center policy;
- Access approved by a Manager of Pinnacle Education and Athletic Center in response to a receipt of a court order or request from law enforcement officials for disclosure of an employee's e-mail messages.

E-mail should not be used to communicate sensitive or confidential information. Employees should anticipate that an e-mail message might be disclosed or read by individuals other than the intended recipient(s) since the message can be easily forwarded to other individuals. In addition, while Pinnacle Education and Athletic Center endeavors to maintain the reliability of its e-mail system, employees should be aware that a variety of human and system errors have the potential to cause inadvertent or accidental disclosures of e-mail messages.

Employees are strictly prohibited from sending e-mail or otherwise using the e-mail system in the connection with any of the following activities:

- Engaging in illegal, fraudulent, or malicious activities;
- Engaging in activities on behalf of organizations with no professional or business affiliation with Pinnacle Education and Athletic Center;
- Sending or storing offensive, obscene or defamatory material;
- Annoying or harassing other individuals;
- Sending uninvited e-mail of a personal nature;
- Using another individual's account or identity without explicit authorization;

- Permitting any unauthorized individual to access the e-mail system;
- Distributing or storing chain letters, jokes, solicitations or offers to buy or sell goods, or other non-business material of a trivial or frivolous nature.
- Personal use must be infrequent and must not: Involve any prohibited activity; Interfere with productivity of the employee or coworkers; Consume system resources or storage capacity on an ongoing basis; Involve large file transfers or otherwise deplete system resources available for business purposes; Participate in any news groups, mailing lists, bulletin boards or other type of discussion forum that is not job related.

Employees should have no expectation of privacy with respect to personal e-mail sent, or received.

Pinnacle Education and Athletic Center also provides some employees access to the Internet. Pinnacle Education and Athletic Center considers the Internet to be a valuable tool for the exchange of ideas and other business communications.

Internet usage is to be used for business purposes. Any personal use of the Internet is restricted to non-working hours and only with supervisory approval.

Prohibited Internet usage includes, but is not limited to the following:

- Downloading or obtaining copyrighted, trademarked, or patented materials belonging to others or Pinnacle Education and Athletic Center;
- Downloading, transmitting or viewing sexually explicit materials;
- Obtaining, disclosing or transmitting proprietary, confidential, or personal information;
- Unauthorized downloading of data onto the computer network or individual computer from non-company sources, including diskettes;
- Participating in Internet “chat rooms” and other activities without prior authorization.
- Downloading, transmitting or engaging in any activity in contrast with any other Pinnacle Education and Athletic Center policy(s).

Employees not in compliance with this policy will be subject to disciplinary action and or termination.

#### **4 Conduct Standards**

Pinnacle Education and Athletic Center believes in appropriate standards of conduct for all our employees. If all of us observe these standards, we can operate efficiently. But more importantly, we can work together harmoniously. Thus we expect you to follow high standards of fairness in dealing with the other employees and with the Company as a whole.



Pinnacle Education and Athletic Center will view failure to follow good social and business practices as harmful to all of us. Therefore, if you do not follow the expected standards of conduct, you may be disciplined. You may even be dismissed from your job.

Some of the major conduct offenses are listed here. The list of course can't include everything that can possibly be a problem. So just remember that any act contrary to prudent conduct is prohibited while you are on the grounds or about the business.

Note: Several of the following items are discussed in more detail in other parts of the manual.

#### **4.1 Improper Personal Conduct**

The following types of conduct are inappropriate for a Pinnacle Education and Athletic Center employee:

- Fighting or engaging in horseplay on Pinnacle Education and Athletic Center premises.
- Using language at work that is abusive, threatening, offensive, or demeaning.
- Stealing employee, customer, or Pinnacle Education and Athletic Center property.
- Behaving in a way that may damage employee or Pinnacle Education and Athletic Center property.
- Removing or transferring Pinnacle Education and Athletic Center property without the written approval of your department Supervisor.
- Falsifying Pinnacle Education and Athletic Center records either by what you say or what you write.
- Making entries on another employee's time record.
- Appearing on premises or at any Company-Sponsored activities while under the influence of alcohol, drugs, or other non-prescribed medication.
- Possessing, selling, or using alcohol, drugs, or non-prescribed medication on company premises or at Pinnacle Education and Athletic Center-sponsored activities.
- While on Pinnacle Education and Athletic Center premises, possessing or pretending to possess firearms, explosive materials, chemical agents, or other dangerous weapons that jeopardize the safety and security of others.
- Exceeding reasonable personal use of the telephone.
- Conducting personal business during work or on Pinnacle Education and Athletic Center premises.
- Failing to perform work assignments or disobeying any reasonable direction by your Supervisor or any other manager.
- Failing to meet acceptable quality and quantity work standards.
- Taking an unauthorized absence from your assigned work location, walking off the job, or interfering with another employee's work.

- Performing any immoral, indecent, sexually harassing, or other generally unacceptable act on Company premises.
- Discourteous actions towards a customer of Pinnacle Education and Athletic Center.
- Fraudulent use of privileges.
- Engaging in any behavior that is unethical, dishonest, immoral, unsafe, reckless, damaging, or disruptive to the conduct of business.
- Engaging in any other behavior or activity which, in the judgment of Pinnacle Education and Athletic Center, is inappropriate, improper, or contrary to the business interest of Pinnacle Education and Athletic Center.
- Refusing to follow a Pinnacle Education and Athletic Center standard.

#### **4.2 Unsafe Conduct**

*You should avoid these unsafe practices:*

- Performing any unsafe act while on Company premises, (including parking lots) or while engaged in Company-sponsored activities.
- Failing to use the provided safety devices or failing to follow safety regulations and procedures.
- Unauthorized use of equipment, machines or materials.
- Committing actions that may endanger other employees or customers.

#### **4.3 Conduct Endangering Security**

Avoid practices that endanger the Pinnacle Education and Athletic Center's security. Some of those practices follow:

- Trespassing in restricted areas.
- Possessing or using any Pinnacle Education and Athletic Center confidential information in unauthorized ways.
- Failing to provide proper identification when asked for it by any Supervisor or other authorized individual.
- Assisting non-Pinnacle Education and Athletic Center individuals to enter company facilities without approval or pay.

#### **4.4 Posting Notices or Soliciting**

*Do not post notices or solicit in the following ways:*

- Distributing, at any time on Pinnacle Education and Athletic Center property, pamphlets, leaflets, or any other literature either for or against any other organization.
- This policy applies to any social, fraternal, religious, or business organization except those receiving the written approval of a Manager of Pinnacle Education and Athletic Center.
- Soliciting membership on behalf of any social, political, fraternal, religious, business, or other organization during your working time.

- Posting information on Pinnacle Education and Athletic Center bulletin boards or other Company property without prior approval from a Manager of Pinnacle Education and Athletic Center.

## **5 Payroll**

### **5.1 Employment Status**

The Fair Labor Standard Act is commonly known as the Wage and Hour Law. This law requires employers to comply with certain regulations on behalf of their employees. These regulations include minimum wage requirements, overtime pay requirements, child labor regulations and time keeping requirements.

Whom does the Law protect?

At Pinnacle Education and Athletic Center, salaried employees (or employees under contract) are *exempt* from the regulations of the Act and are referred to as *exempt* employees. Hourly employees, on the other hand, have the full protection of the Act and are considered *non-exempt*.

For all employees, *exempt* and *non-exempt*, Pinnacle Education and Athletic Center has four employee classifications.

**A regular full-time employee** is an employee who is hired to fill a designated full-time, year-round position. A regular full-time employee may be required to work any shift any day. A normal workweek will consist of at least 40 hours. Off-peak hours may be reduced and benefits calculated based on hours worked.

**A regular part-time employee** is an employee who is hired to fill a designated part-time, year-round position.

**A seasonal full-time employee** is an employee hired to work at least five shifts a week for a combined total of 40 hours, usually less than nine months, or for a specific task.

**A seasonal part-time employee** is an employee hired to work less than 40 hours a week for a specific period, usually less than nine months or for a specific task.

Contact your supervisor or a Manager of Pinnacle Education and Athletic Center to verify your employment status.

### **5.2 Working Hours**

Pinnacle Education and Athletic Center's workweek is Monday through Friday. The workday differs by department. Management in your work location will tell you what hours you should work.

You are responsible for being to work on time. Please try to be in your area 5 minutes before your actual shift starts.

Please work hard during your shift so you will be off when you are scheduled off. If your duties are not completed, you will be required to finish them before leaving. Stay on task without wasting time or procrastinating.

## **6 Pay Policies**

To encourage and retain its competent employees, Pinnacle Education and Athletic Center bases rates of pay on individual performance. It is your performance that determines the size and time of a raise, not your seniority.

Your performance should be reviewed regularly by your Supervisor, and will be formally documented every twelve months. Increases are not formally tied to the annual performance documentation.

All wage increases suggested by your Supervisor are recommendations only. Final approval comes from Pinnacle Education and Athletic Center management.

Salary information is considered confidential and should not be shared with anyone.

Pinnacle Education and Athletic Center does not provide advances on unearned wages to employees.

### **6.1 Payday**

Payday will be the 5<sup>th</sup> and the 20<sup>th</sup> of each month. The pay periods include the 1<sup>st</sup> to the 15<sup>th</sup> of each month (paid on the 20<sup>th</sup>), and the 16<sup>th</sup> to the last day of each month (paid on the 5<sup>th</sup>).

Paychecks will be distributed directly to you or direct deposited. There will be no exceptions to this policy; checks will not be given out early. If you want someone else to pick up your check, you must state that fact in writing. In addition, the other person must present proper identification. Pinnacle Education and Athletic Center reserves the right to refuse to give a check to a third party, despite authorization from the employee.

If you are absent on payday, your Department Manager will hold your paycheck.

Remember your pay is confidential. Treat them with discretion.

If a payday falls on a Pinnacle Education and Athletic Center holiday, you will usually be paid on the preceding workday.

If the regular payday must be changed for any reason, you will be notified in advance, giving you time to make any necessary adjustments.

## **6.2 Direct Deposit**

Pinnacle Education and Athletic Center has direct deposit program to automatically deposit your paycheck into your checking or savings account. Please see a Manager of Pinnacle Education and Athletic Center for the application form. It may take a few weeks to establish your direct deposit account. If you change banks or accounts, please notify a Manager of Pinnacle Education and Athletic Center immediately.

## **6.3 Time-Keeping**

You will be issued a login to the timekeeping system by your supervisor on your first day of employment. You will need to clock in and clock out of the system each day as you come in and leave work. Be sure to notify your supervisor if your time record needs to be corrected at the end of each shift. These steps ensure you are paid the correct amount and confirm that you worked the hours recorded.

Remember, tampering with the timekeeping system or falsifying your own or someone else's time record will result in termination and possible prosecution.

If, by chance, you are paid an incorrect amount, it is your responsibility to notify a Manager or your supervisor within 7 (seven) days. The mistake will then be remedied as soon as possible.

## **6.4 Overtime Pay**

If you have worked more than 40 hours in a week, Pinnacle Education and Athletic Center will pay one and one-half times your regular hourly rate for those hours over 40 that you have worked. This is called overtime pay. You must be a *nonexempt* worker to receive overtime. Contact your supervisor to see if you are eligible for overtime.

You must have all overtime hours approved by your supervisor prior to working them.

## **6.5 If You Are Sent Home Early**

If you are a *nonexempt* employee, and you report for work at the start of the regular shift, but you are sent home because of lack of work or an equipment shutdown, you will receive at least two hours' pay at the regular rate. This does not apply if you were told ahead of time not to report for that shift.

## **6.6 Business Travel Expenses**

Pinnacle Education and Athletic Center will reimburse employees for reasonable business travel expenses incurred while on assignments away from the normal work location. All business travel must be approved in advance by a Manager of Pinnacle Education and Athletic Center.

When approved, the actual costs of travel, meals, lodging, and other expenses directly related to accomplishing business travel objectives will be reimbursed by Pinnacle Education and Athletic Center. Employees are expected to limit expenses to reasonable amounts.

Expenses that generally will be reimbursed include mileage costs for use of personal vehicle which will be reimbursed at the current federally approved rate. Meal allowance will be reimbursed only when travel is for a period of ten or more hours round trip. Expense reimbursements will be limited to that portion covering the employee only.

Employees who are involved in an accident while traveling on business must promptly report the incident to their immediate supervisor. Vehicles owned, leased, or rented by Pinnacle Education and Athletic Center may not be used for personal use without prior approval.

You are responsible for your own auto insurance if on company business in your own vehicle. Medical expenses will only be paid by workers compensation after your own insurance is exhausted.

When travel is completed, employees should submit completed travel expense reports and receipts within 7 (seven) working days to obtain reimbursement.

Employees should contact their supervisor for guidance and assistance on procedures related to travel arrangements, expense reports, reimbursements for specific expenses, or any other business travel issues.

Abuse of this business travel expenses policy, including falsifying expenses reports to reflect costs not incurred by the employee, can be grounds for disciplinary action, up to and including termination of employment.

## **7 Employee Records**

### **7.1 Employment Application**

The employment application is an important phase of the hiring procedure and becomes a part of your employee record. All information submitted on the application form is subject to verification. Pinnacle Education and Athletic Center reserves the right of immediate dismissal upon discovering misrepresentations or significant omissions on an employee's application.

### **7.2 Employee File**

You may take the opportunity to review your personnel file by making an appointment with a Manager of Pinnacle Education and Athletic Center. Personnel files are kept in a Manager of Pinnacle Education and Athletic Centers Office.

Pinnacle Education and Athletic Center will not release personnel files on any former employee except when required by law.

Employment information will be given only in two situations:

- 1) when the law requires Pinnacle Education and Athletic Center to supply information, or
- 2) when you personally request, in writing, that information be supplied for reference purposes.

### **7.3 Change of Status**

Please help us keep your records current by immediately reporting to a Manager of Pinnacle Education and Athletic Center any changes in your:

- address
- telephone number
- marital status
- number of dependents
- educational achievements, etc.

This information is necessary for proper recording of tax data, payroll, and benefits.

### **7.4 Employment of Relatives**

Pinnacle Education and Athletic Center feels that the employment of relatives is generally acceptable. We welcome the opportunity to discuss employment with your relatives.

However, family members in the same department may only supervise each other with Manager of Pinnacle Education and Athletic Center approval.

## **8 Promotions and Transfers**

Whenever an opening occurs in Pinnacle Education and Athletic Center, current employees are given every opportunity to apply. Pinnacle Education and Athletic Center wants to help its employees progress within the Company.

Often a job opening will be posted on the message board. But when a position needs to be filled immediately, there may not be time to post the opening. However, if you have already filed an application with us for that position, you will still be considered.

All Pinnacle Education and Athletic Center employees who apply, will be considered. Nevertheless, the hiring Supervisor will choose the applicant best suited to meet Pinnacle Education and Athletic Center's needs.

### **8.1 If You Are Newly Hired Full-time Regular Employee**

If you have just been hired, you must wait 90 days from your original date of hire before you can transfer to a new position.

### **8.2 If You Have Worked Longer than 90 Days**

If you have worked longer than 90 days and you want to apply for a position, submit an application to a Manager of Pinnacle Education and Athletic Center. Remember that if you are qualified, you can apply for a position before it is open.

If you have any questions, please check with a Manager of Pinnacle Education and Athletic Center.

## **9 Separation From Employment**

The information in this handbook serves only as a guide to help you become acquainted with Pinnacle Education and Athletic Center. Therefore, nothing in this Handbook may be considered an employment contract or a guarantee of continued employment.

Employment at Pinnacle Education and Athletic Center is entirely voluntary. You have the right to quit working for Pinnacle Education and Athletic Center at any time for any reason or for no reason. And Pinnacle Education and Athletic Center reserves the right to terminate your employment at any time for any reason or for no reason.

### **9.1 Notice**

If you decide to leave Pinnacle Education and Athletic Center, we prefer at least two week's notice. Giving notice shows professional courtesy. It also gives your Supervisor time to adjust plans with the least amount of interruption to company work schedules.

### **9.2 Exit Interview and Final Check**

If you resign from Pinnacle Education and Athletic Center, you will receive your final paycheck from a Manager of Pinnacle Education and Athletic Center. The Manager of



Pinnacle Education and Athletic Center will notify you about when to pick up your final check.

You will also be given an exit interview by a Manager of Pinnacle Education and Athletic Center. The Manager of Pinnacle Education and Athletic Center will then analyze the information from the exit interview. Any suggestions you make may be put into effect for the benefit of all.

### **9.3 Company Property**

Remember that before you receive your final paycheck, you must return all company property such as keys, employee identification lists, uniforms, employee handbooks, and written information.

### **9.4 Insurance**

If you have medical insurance through the Company, it will be canceled on the first day of the month following your termination date. However, if you are eligible to continue insurance coverage under the Consolidated Omnibus Budget Reconciliation Act (COBRA), you will be notified in your exit interview.

## **10 Employee Benefits**

### **10.1 Holidays**

In accordance with standard industry practice, Pinnacle Education and Athletic Center does not currently provide paid holidays, paid vacation or paid sick leave.

### **10.2 Non-paid Leave of Absence**

A leave of absences is excused time off from work. There are several types of non-paid leave: military, personal, jury/witness duty, and family & medical.

Your Supervisor can authorize a leave of absence subject to the review and final authorization of a Manager of Pinnacle Education and Athletic Center. Any leave of absence must be approved in advance. Remember to apply early enough to give a Manager of Pinnacle Education and Athletic Center time to authorize your leave.

During a leave, Pinnacle Education and Athletic Center will continue to pay its portion of the group insurance cost unless you are advised otherwise.

Contact your Supervisor and a Manager of Pinnacle Education and Athletic Center at least two weeks before you return. You need to coordinate your return with them. The Company will make every effort to give you the same job or a similar responsibility and rate of pay.

**IMPORTANT NOTE:** If you do not return to work when your leave of absence ends, you may have voluntarily resigned your position with Pinnacle Education and Athletic Center. You may also be billed for any insurance premiums paid in your behalf.

### **10.3 Personal Leave of Absence**

Personal leave of absence is an absence without pay for personal reasons other than family & medical, military, or jury/witness duty leave. You may receive such leave for good cause, if approved in writing by your supervisor. Pinnacle Education and Athletic Center may deny your request.

You must submit a request in writing to your Supervisor. You must also obtain authorization from company management. Personal leave cannot be more than 30 days.

### **10.4 Jury/Witness Duty**

In recognition of its duty to the community and your obligation as a citizen, the Company gives time off for jury/witness service. If you receive a notice to appear for jury/witness duty, contact a Manager of Pinnacle Education and Athletic Center immediately.

### **10.5 Family and Medical Leave**

Pinnacle Education and Athletic Center complies with the Family and Medical Leave Act of 1993. This allows you to take up to twelve weeks of unpaid leave per year for any of the following reasons:

- *to care for your child after birth, or placement for adoption or foster care;*
- *to care for your spouse, son or daughter, or parent, who has a serious health condition; or*
- *for a serious health condition that makes you unable to perform your job.*

You may use any paid leave that you have accrued during your Family and Medical Leave, but you will still be limited to twelve weeks total leave. During your approved leave your group insurance will continue as it did before your leave began, but if you don't return to work after your leave you will be required to pay the full company portion as well as your own employee share. Pinnacle Education and Athletic Center may require you to show proof of your family or medical situation. Also, you need to request this leave at least thirty days in advance, unless it is not reasonably possible to do so. **TO BE ELIGIBLE FOR FAMILY AND MEDICAL LEAVE YOU MUST BE EMPLOYED FOR AT LEAST ONE YEAR AT Pinnacle Education and Athletic Center.**

Your rights under the Family and Medical Leave Act of 1993 are posted onsite .

If you have any questions, would like to know more, or would like to request this leave, please contact a Manager of Pinnacle Education and Athletic Center.

### **10.6 Group Insurance**

Pinnacle Education and Athletic Center may offer group medical insurance to regular full-time employees. You become eligible the first of the month following the completion of your first 30 days from your date of full time status. But you must complete enrollment forms and submit them to a Manager of Pinnacle Education and Athletic Center within

two weeks of your hire date. Pinnacle Education and Athletic Center may pay a portion of your premium cost. You may also be eligible for other group insurance benefits.

You may make changes to your insurance plan once a year during open enrollment.

See a Manager of Pinnacle Education and Athletic Center for plan options and details. Please review these benefits carefully to know how they will affect you.

### **10.7 Worker's Compensation Insurance**

Pinnacle Education and Athletic Center Provides a comprehensive worker's compensation insurance program at no cost to employees. This Program covers any injury sustained while working on the clock and within the scope of your employment. By law, there will be no pay for injuries incurred while not on the clock.

### **10.8 401(K) Individual Retirement**

Pinnacle Education and Athletic Center may choose to offer a 401(k) plan in the future. If it does, such a plan would offer you the opportunity to save for retirement by setting aside money from your paychecks before taxes are taken out. Check with the manager for further information.

Your contributions may enable you to have a healthy account at retirement.

### **10.9 125 Cafeteria Plan**

Pinnacle Education and Athletic Center may choose to offer a cafeteria (flexible spending) plan which would give you the option to have certain out-of-pocket medical expenses taken out of your pre-tax income through payroll deduction. The expenses you can deduct are those which are not covered by insurance, dependent child care expenses, and/or medical insurance premiums. Check with the manager for further information.

## **11 Orientation and Training**

### **11.1 Orientation Course**

Before or within your first month of employment at Pinnacle Education and Athletic Center, you are required to attend an orientation session for two reasons. The session enables you to complete the necessary documentation and to become acquainted with Pinnacle Education and Athletic Center's culture and procedures.

*The orientation covers:*

- a brief history of Pinnacle Education and Athletic Center
- the work flow in our industry
- Pinnacle Education and Athletic Center's benefits, policies, procedures, safety and security practices.

The orientation session concludes with a tour of Pinnacle Education and Athletic Center.

### **11.2 Training**

Training is important to Pinnacle Education and Athletic Center; we view it as an ongoing process. We will provide opportunities on a daily basis for you to learn and grow within Pinnacle Education and Athletic Center and our industry. You can expect to receive on-the-job training everyday.

You should **always** perform your job duties the way you were trained. Do not change things even if you think your way is better. You may, however, discuss any changes with your supervisor if you believe your way would better benefit the Company.

You will be required to complete a customer training course. Dates and times of the course will be provided.

### **12 Communication**

The management and all Supervisors understand they must always keep the channels of communication open and flexible. They will listen, discuss, and advise. Only in this way can we find a satisfactory resolution for those problems that sometimes occur when people of different skills and temperaments work together.

Communicating your questions or problems to the appropriate person is essential for a healthy working environment. Usually you should first discuss any questions or problems with your Supervisor. That person may be able to work them out with you. But, if for any reason you can't work things out with your Supervisor you may discuss the matter with a Manager of Pinnacle Education and Athletic Center. The Manager of Pinnacle Education and Athletic Center seeks to preserve the well being of the whole as it resolves difficulties.

### **13 Suggestions**

You are encouraged to express your suggestions or concerns directly to the management of Pinnacle Education and Athletic Center.

## APPENDIX

### Disclaimer: Please Read Carefully

This handbook is provided to Pinnacle Education and Athletic Center employees to help you become acquainted with the Company. This handbook contains no promises or guarantees of any kind by Pinnacle Education and Athletic Center regarding employment. Further, nothing in this handbook may be construed as creating conditions for terms of employment, or as guaranteeing employment for any duration.

***Employment with Pinnacle Education and Athletic Center may be terminated at the will of either the employee or the company at any time, with or without cause, and with or without notice.***

No Supervisor or representative of Pinnacle Education and Athletic Center has any authority to make any promise, verbal or written, regarding the duration, conditions, or terms of your employment which is different from or inconsistent with the foregoing. Only a Manager of Pinnacle Education and Athletic Center may enter into employment contracts, in writing and signed by a Manager of Pinnacle Education and Athletic Center and the employee, which may contain terms different or inconsistent with the foregoing.

The contents of this handbook supersede any and all prior policies and procedures, guidelines or other policy statements made by Pinnacle Education and Athletic Center representatives. Pinnacle Education and Athletic Center may add to, delete, or otherwise modify this handbook or make exceptions to the policies and procedures contained in this handbook at any time, without notice, and at the sole discretion of the company.

Pinnacle Education and Athletic Center also reserves the exclusive right and authority to interpret, apply, and enforce the terms of this handbook, and to determine whether a violation of any of the Company's policies has occurred. No other provision of this handbook may be used or interpreted to limit or contradict this disclaimer in any way.

**Acknowledgment**

I acknowledge that I have received a copy of the Employee Handbook for Pinnacle Education and Athletic Center or that one is available for me. I further acknowledge that I have been given adequate opportunity to read the Handbook in its entirety and that I have, in fact, done so, including the preceding disclaimer.

I further understand and agree that Pinnacle Education and Athletic Center retains the right to discontinue my employment at any time, with or without cause and with or without notice.

---

Employee Signature

Date

---

Employee Name (Please print)

## Sexual Harassment Policy

Pinnacle Education and Athletic Center will not tolerate sexual harassment.

Sexual harassment is any of the following:

- Verbal, physical, or visual conduct of a sexual nature which is unwelcome by an employee or customer. Such conduct has the effect of unreasonably interfering with an individual's work performance, affects tangible job benefits, or creates an intimidating, hostile, or offensive work environment.
- Explicit sexual propositions, sexual innuendos, suggestive jokes, jokes about gender-specific traits, foul or obscene language or gestures, display of foul or obscene printed or visual material, and physical contact such as patting, pinching, or brushing against another's body.
- A time when submission to or rejection of such conduct is used as the basis for employment decisions.
- A time when submission to or rejection of such conduct is a condition of employment. Such a condition may be either spoken or implied.

I have read and understand the definition of sexual harassment and understand that offenses will be subject to disciplinary action or termination. Pinnacle Education and Athletic Center will not retaliate against an employee who reports sexual harassment, and any employee who does retaliate will be subject to disciplinary action or termination.

---

Employee Signature

Date

---

Employee Name (Please print)

If you feel that unwelcome sexual advances have been made or that you have been discriminated against based on sex, religion, race or natural origin contact a Manager of Pinnacle Education and Athletic Center immediately.

## Employment Confidentiality Agreement

I agree to keep in the strictest confidence business information that I may be trusted with while working for Pinnacle Education and Athletic Center. Confidential business information is:

- generally unavailable to the public;
- involves the Company, borrower, customers, customers, competitors, or others; and
- is available in the course of work.

I further agree that:

- I will not use confidential business information to advance my own personal interests through investments or in any other way.
- I will not give confidential information to outsiders.
- I will not give it to fellow employees whose duties do not require that they receive the information.
- I will not disclose or misuse any confidential business information either while I am an employee or after the termination of my employment with Pinnacle Education and Athletic Center.

---

Employee Signature

Date

---

Employee Name (Please print)



## Employment-at-Will Agreement

I understand and agree that my employment with Pinnacle Education and Athletic Center will have no specified term or length and that either Pinnacle Education and Athletic Center or I can terminate my employment at will at any time, for any reason. I agree that I have not relied and will not rely on any oral statements or writings to the contrary. I understand and agree that no manager, executive or representative of Pinnacle Education and Athletic Center has any authority to enter into any agreement concerning employment on behalf of Pinnacle Education and Athletic Center on any terms inconsistent with or different from the foregoing. Only a Manager of Pinnacle Education and Athletic Center has the authority to enter into an employment agreement or contract with an employee.

---

Employee Signature

Date

---

Employee Name (Please print)

## Drug Testing Policy

I acknowledge that I have received a copy of the Pinnacle Education and Athletic Center Drug Testing Policy. I further acknowledge that I have read the policy and understand that I will need to submit to Drug Testing monthly, randomly and on a post-incident basis--after a vehicle accident, or any industrial accident resulting in time lost from work.

I further acknowledge that I will need to present myself at the testing facility at the appointed time. I also acknowledge that my failure to submit to testing will be treated as a positive test result.

---

Employee Signature

Date

---

Employee Name (Please print)

**PEAC Athletics**  
**CODE OF CONDUCT**

## Zero Tolerance for Abuse

### **ABUSE TOLERANCE**

**PEAC Athletics** has a **zero tolerance for abuse** in all youth sports teams, programs or activities. It is the responsibility of every coach and volunteer to participate in the effort to create a safe environment for all sports participants.

### Definitions

#### **PEAC ATHLETICS ACTIVITY**

“**PEAC Athletics** Activity” includes any sport, training, leagues or any program or activity that qualify any coach, assistant coach, team training, team manager, referee, league president, league delegate, labor employee, or any other individual over the age of 18 seeking affiliation with any affiliated program within **PEAC Athletics** who has direct or indirect contact or influence on a minor athlete.

### Reporting Abuse or Suspicions of Abuse

#### **REPORTING RESPONSIBILITIES**

Given **PEAC Athletics's zero tolerance for abuse**, **PEAC Athletics** encourages a culture of communication regarding matters that place an athlete at risk.

**PEAC Athletics** supports and encourages a culture of communication related to abuse or suspected abuse of athletes. If you see or suspect inappropriate interaction with or between athletes, it is your responsibility to report the inappropriate interaction to a coach, supervisor, team official, league official, or other designated **PEAC Athletics** representative.

Because sexual abusers ‘groom’ athletes for abuse, it is possible that a coach or volunteer may witness behavior intended to ‘groom’ a child for sexual abuse. Coaches and volunteers are asked to report any ‘grooming’ behaviors, any policy violations, or any suspicious behaviors to a supervisor, team official, league official, or other designated **PEAC Athletics** representative.

All reports of inappropriate behaviors or suspicions of abuse will be taken seriously and will be reported, in accordance with this Code of Conduct and state law, to law enforcement, Child Protective Services, or other appropriate agency.

#### **ENFORCEMENT OF POLICIES**

Coaches and volunteers who supervise other leaders are charged with the diligent enforcement of all athlete safety policies contained in this Code of Conduct. A violation of these policies can be grounds for immediate dismissal from **PEAC Athletics** Activities. Final decisions related to policy violations will be the responsibility of a designated **PEAC Athletics** representative.

## **REPORTING VIOLATION OF POLICY**

In order to maintain a safe environment for athletes, coaches and volunteers must be aware of their individual responsibility to report any questionable circumstance, observation, act, omission, or situation that is a violation of these policies. All questions or concerns related to abuse or should be directed to a designated **PEAC Athletics** representative.

## **CONSEQUENCES OF VIOLATION**

Any person accused of committing a prohibited act or any act considered to be harmful to a child will be immediately suspended from all **PEAC Athletics** activities. This suspension will continue during any investigation by **PEAC Athletics**, law enforcement or any child protective agency.

Any person found to have committed a prohibited act may be prohibited from any future **PEAC Athletics** Activity.

Failure to report a prohibited act as designated in this policy is a violation of this policy and grounds for dismissal or removal. Coaches or volunteers who fail to report a prohibited act may be restricted from participation in any **PEAC Athletics** Activity.

## **REPORTING SUSPICIONS OF ABUSE TO AUTHORITIES**

**PEAC Athletics, and organizations and individuals related to PEAC Athletics, do not investigate suspicions or allegations of physical or sexual abuse, or attempt to evaluate the credibility or validity of such allegations, as a condition of reporting suspicions or allegations to appropriate law enforcement authorities.**

**PEAC Athletics, and organizations and individuals affiliated with PEAC Athletics, will comply with all laws requiring a person to make a report to the appropriate law enforcement agency if that person has cause to believe a child's physical or mental health or welfare has been or may be adversely affected by abuse or neglect.**

If a coach or volunteer has cause to believe a child's physical or mental health or welfare has been or may be adversely affected by abuse or neglect, that coach or volunteer can make a report directly to the appropriate reporting authorities or may report to an immediate supervisor, coach, league official, or designated **PEAC Athletics** representative – who in turn will report the abuse or neglect. In the event relevant state law requires the individual with the cause to believe that a child may have been abused or neglected to report rather than delegate the responsibility, the individual will comply with the applicable reporting laws.

When a report is made, the designated **PEAC Athletics** representative will be notified as soon as possible.

In no way does any provision in this policy discourage any coach or volunteer from reporting a suspicion of abuse or neglect to the appropriate authorities.

## **RESPONSE TO REPORT OF ABUSE**

When a report of abuse or neglect occurs, team or league representatives will take the necessary and appropriate action to ensure a safe environment for the person at risk.

## Prohibited Substances and Activities

### **INTOXICANTS**

Coaches and volunteers are prohibited from being under the influence of alcohol or any illegal drugs while participating in any **PEAC Athletics** Activity. Coaches and volunteers are prohibited from providing alcohol or illegal drugs to minor athletes or any other program participant.

### **TOBACCO**

**PEAC Athletics** programs and activities are tobacco-free. **PEAC Athletics** requires coaches and volunteers to refrain from the use or possession of tobacco products while in the presence of minor athletes or their parents. Coaches and volunteers are prohibited from providing tobacco products to minor athletes.

### **NUDITY**

Coaches and volunteers that participate in **PEAC Athletics** Activities should never be nude in the presence of minor athletes.

### **SEXUALLY ORIENTED CONVERSATIONS**

Coaches and volunteers that participate in **PEAC Athletics** Activities are prohibited from engaging in any sexually oriented conversations with minor athletes. Coaches and volunteers are not permitted to discuss any inappropriate or explicit information about their own personal relationships, dating, or sexual activities with any minor athlete in the program. This provision includes the use of cellular phones, text messages, e-mail, instant messaging, Facebook, and online chat rooms or other social media. See also Electronic Communication and Social Media, below.

### **POSSESSION OF SEXUALLY ORIENTED MATERIALS**

Coaches and volunteers that participate in **PEAC Athletics** Activities are prohibited from possessing any sexually oriented materials (magazines, videos, etc.) while in the presence of minor athletes.

## Physical Contact with Athletes

Appropriate physical contact between minor athletes and coaches or volunteers is a productive and inevitable part of sport. Athletes are more likely to acquire advanced physical skills and enjoy their sport participation through appropriate physical contact. However, guidelines for appropriate physical contact reduce the potential for abuse and misconduct in athletics – as well as false allegations of abuse.

### **APPROPRIATE PHYSICAL CONTACT**

**PEAC Athletics**, and organizations and individuals affiliated with **PEAC Athletics**, acknowledge and adhere to the following principles and guidelines regarding physical contact with minor athletes.

#### **Common Criteria for Appropriate Physical Contact**

Physical contact with minor athletes – for safety, consolation and celebration – has multiple criteria that make it both safe and appropriate. These include:

1. The physical contact takes place in public;
2. There is no potential for (or actual) physical or sexual intimacies during the physical contact;
3. The physical contact is for the benefit of the athlete, not to meet an emotional or other need of an adult.

#### **Safety**

The safety of minor athletes is paramount, and in many instances the athletic activity is made safer through appropriate physical contact. Examples include:

1. Spotting an athlete so that he or she will not be injured by a fall or piece of equipment;
2. Positioning an athlete's body so that he or she more quickly acquires an athletic skill, gets a better sense of where his or her body is in space, or improves balance and coordination;
3. Making athletes aware that he or she may be in harm's way due to other practicing athletes, or equipment use;
4. Releasing muscle cramps.

#### **Celebration**

Sports are physical by definition. **PEAC Athletics** recognizes that participants often express a joy of participation, competition, achievement and victory through physical acts. **PEAC Athletics** encourages these public expressions of celebration, which include:

1. Greeting gestures such as high-fives, fist bumps, and brief hugs;
2. Congratulatory gestures such as celebratory hugs, "jump-arounds" and pats on the back for any form of athletic or personal accomplishment.

#### **Consolation**

It may be appropriate to console an emotionally distressed athlete (e.g., an athlete who has been injured or has just lost a competition). Appropriate consolation includes, publicly:

1. Embracing a crying athlete – in a public place or circumstance;
2. Putting an arm around an athlete while verbally engaging them in an effort to calm them down ("side hugs");
3. Lifting a fallen athlete off the playing surface and "dusting them off" to encourage them to continue competition.

## **PROHIBITED PHYSICAL CONTACT**

Prohibited forms of physical contact include, without limitation:

1. Asking or having a minor athlete sit in the lap of a coach or volunteer;
2. Lingering or repeated embrace of a minor athlete that goes beyond the criteria set forth for acceptable physical contact;
3. Slapping, hitting, punching, kicking or any other physical contact meant to discipline, punish or achieve compliance from a minor athlete;
4. “Cuddling” or maintaining prolonged physical contact of a minor athlete during any aspect of training, travel or overnight stay;
5. Playful, yet inappropriate contact that is not a part of regular training, (e.g., butt-pats, tickling or wrestling-type “horseplay”);
6. Continued physical contact that makes a minor athlete obviously uncomfortable, whether expressed or not;
7. Any contact that is contrary to a previously expressed personal desire by the minor athlete for decreased or no physical contact, where such decreased contact is feasible in a competitive training environment.

The above physical contact is prohibited between adult and minor athlete AND between minor athletes. Coaches and volunteers must model the behavior expected from minor athletes. The above forms of Prohibited Physical Contact will be immediately reported to a team official, a league official, or other designated **PEAC Athletics** representative.

Some forms of physical contact may constitute physical or sexual abuse that **must be reported to appropriate law enforcement authorities**. When appropriate, the Prohibited Physical Contact will be reported to the appropriate law enforcement authority.

## **Misconduct**

### **BULLYING**

Bullying of any kind is unacceptable at any **PEAC Athletics** Activity, and will not be tolerated. Bullying is counterproductive to team spirit and can be devastating to the victim. **PEAC Athletics** is committed to providing a safe, caring and friendly environment for all participants. If bullying does occur, incidents will be dealt with promptly and effectively. Any minor athlete who is aware of bullying behavior is expected to tell a coach, team official, league official, or other designated **PEAC Athletics** representative.

Objectives of **PEAC Athletics’s** Bullying Policy and Action Plan:

1. To clearly communicate that **PEAC Athletics** will not tolerate bullying in any form.
2. To define bullying and give minor athletes, coaches, volunteers and parents a suitable understanding of those behaviors that constitute ‘bullying’.
3. To make it known to minor athletes, coaches and volunteers that a policy and protocol exist should bullying issues arise.
4. To clearly communicate how to report bullying behavior.
5. To communicate to minor athletes, coaches, volunteers and parents that **PEAC Athletics** takes bullying seriously, and will immediately investigate and address all reports of bullying.

## **HARASSMENT**

Harassment is the repeated pattern of physical and/or non-physical behaviors that

1. Are intended to cause fear, humiliation or annoyance;
2. Offend or degrade;
3. Create a hostile environment;
4. Reflect discriminatory bias in an attempt to establish dominance, superiority or power over an individual athlete or group based on gender, race, ethnicity, culture, religion or mental or physical disability; or
5. Any act or conduct described as harassment under federal or state law.

Examples of harassment prohibited in **PEAC Athletics** Activities include, without limitation:

**Physical offenses.** Behaviors that include

1. Hitting, pushing, punching, beating, biting, striking, kicking, choking or slapping a minor athlete or participant;
2. Throwing at or hitting a minor athlete with objects including sporting equipment.

**Non-physical offenses.** Behaviors that include

1. Making negative or disparaging comments about an athlete's disability, religion, skin color, or ethnic traits;
2. Displaying offensive materials, gestures, or symbols; and
3. Withholding or reducing playing time to an athlete based on his or her disability, religion, skin color, or ethnic traits.

## **HAZING**

Hazing is defined as coercing, requiring, forcing or willfully tolerating any humiliating, unwelcome or dangerous activity that serves as a condition for

1. An athlete joining a group;
2. An athlete being socially accepted by a group's members; or
3. Any act or conduct described as hazing under federal or state law.

Hazing does not include group or team activities that are meant to establish normative team behaviors or promote team cohesion.

Examples of hazing prohibited in **PEAC Athletics** Activities include, without limitation:

1. Requiring, forcing or otherwise requiring an athlete to consume alcohol or illegal drugs;
2. Tying, taping or otherwise physically restraining an athlete;
3. Sexual simulations or sexual acts of any nature;
4. Sleep deprivation, otherwise unnecessary schedule disruption or the withholding of water and/or food;
5. Social actions (e.g. grossly inappropriate or provocative clothing) or public displays (e.g. public nudity) that are illegal or meant to draw ridicule;
6. Beating, paddling or other forms of physical assault; and
7. Excessive training requirements directed at a particular athlete or a group of athletes.

Activities that fit the definition of hazing are considered to be hazing regardless of an athlete's willingness to cooperate or participate.



## **WILLFULLY TOLERATING MISCONDUCT**

It is a violation of this Code of Conduct if a coach, volunteer or participant knows of misconduct, but takes no action to intervene on behalf of the minor athlete(s). All forms of misconduct should be reported to a coach, team official, league official, or other designated **PEAC Athletics** representative.

## **PEER-TO-PEER SEXUAL ABUSE**

Approximately 1/3 of all reported sexual abuse occurs at the hands of other children or minors. Coaches and volunteers have an obligation to report peer-to-peer sexual abuse in accord with state mandatory reporting requirements. Whether sexual interaction between athletes constitutes 'sexual abuse' depends on the existence of an aggressor and whether there is an imbalance of power between the parties (e.g., an age difference between the athletes, disparity in size or the existence of a physical or intellectual disability). **If you have concern that an interaction between minor athletes may constitute sexual abuse, report the interaction to appropriate law enforcement authorities and a coach, team official, league official or other designated PEAC Athletics representative.**

### **Peer-to peer sexual abuse risk is highest:**

1. Any location that is less easily seen; or
2. Any time minor athletes are unclothed or changing clothes, for any reason.

Due to this risk, coaches and volunteers will be aware of locations and facilities that are less easily seen or supervised. These locations and facilities vary per team and activity, and can include practice and competition locations, restrooms, changing areas, locker rooms, dorms and hotels. These areas will be supervised regularly by coaches and volunteers, where possible and appropriate.

## **Electronic Communications & Social Media**

All electronic communications between a coach and minor athlete must be professional in nature and for the purpose of communicating information about program activities.

**As with any communication, the content of any electronic communication should be readily available to share with the athlete's family. At the request of a parent or guardian, any email, electronic text, social media or similar communication will copy or include the athlete's parents or guardians.**

### **FACEBOOK, MYSPACE, BLOGS AND SIMILAR SITES**

Coaches or volunteers can communicate with minor athletes through sites like Facebook, but all communication needs to be in group form and public (no private communication). If a Facebook page is used, all coaches and parents must be included. Coaches may not have athletes join a personal social media page. All posts, messages, texts, or media of any kind shared among athletes or between coach and athlete must be professional in nature and for the purpose of communicating information about team activities or for team-oriented motivational purposes.

### **TWITTER, INSTANT MESSAGING AND SIMILAR MEDIA**

All communication is to be public in nature. Coaches and minor athletes may "follow" each other. Coaches cannot "re-tweet" athlete message posts. Coaches and volunteers are not permitted to "direct message" minor athletes through Twitter (or similar media). Coaches and volunteers are not permitted to post inappropriate off-color content or comment on inappropriate off-color posts. If there is doubt, treat the content as inappropriate.

### **EMAIL AND SIMILAR ELECTRONIC COMMUNICATIONS**

Athletes and coaches may use email to communicate if the athlete is at least 14 years of age. All email content between coach and athlete must be professional in nature and for the purpose of communicating information about program activities. Where possible, the minor athlete's parent should be copied on e-mail communications. Email communication between coaches and minor athletes is allowed during the hours of 7am and 10pm.

### **TEXTING AND SIMILAR ELECTRONIC COMMUNICATIONS**

Texting is allowed between coaches and a minor athlete if the athlete is at least 14 years of age. Where possible, texts between a coach and an athlete must be a group text – the text should include another athlete, volunteer, a parent, or another coach/assistant. All texts between a coach and an athlete must be professional and for the purpose of communicating information about team activities. No texting is allowed between a coach and an athlete before 7am or after 10pm, unless there is a specific soccer activity that requires a text communication.

The use of Snapchat (and similar apps) with minor athletes is not permitted.

## **ELECTRONIC IMAGERY**

From time to time, digital photos, videos of practice or competition, and other publicly obtainable images of the minor athlete – individually or in groups – may be taken. These photos and/or videos may be used for athlete instruction (i.e. practice and game films), team videos, team websites, or offered to the athletes’ families. The use of photos/videos is permissible as long as the athlete or athletes are in public view and such imagery is both appropriate and in the best interest of the athlete and the program. Photo or video imagery must not be contrary to any rules or guidance outlined in this Code of Conduct.

## **REQUEST TO DISCONTINUE**

The parent or guardian of a minor athlete may request in writing that their athlete not be contacted by coaches through any electronic communication; that request must be honored. Additionally, a parent or guardian of a minor athlete may request in writing that photographs or videography of their athlete not be posted on program or team websites, understanding that group photography or videography may render this impracticable; to the extent this request is practicable, it should be honored.

## **MISCONDUCT**

Social media and electronic communication can be used inappropriately. (e.g., emotional abuse, sexual abuse, bullying, harassment, and hazing). Such communication by coaches, volunteers, officials, administrators, parents or other athletes will not be tolerated.

Electronic communication should not contain or relate to any of the following:

1. Drugs or alcohol use;
2. Sexually oriented conversation, sexually explicit language or sexual activity;
3. An adult’s personal life, social activities, relationship or family issues, or personal problems; and
4. Inappropriate or sexually explicit pictures.

Any communication concerning a minor athlete's personal life, social activities, relationships, family issues or personal problems must be transparent, accessible and professional.

## **Parental Contact and Involvement**

### **PARENTAL CONTACT**

Parents of minor athletes will be contacted if their athlete becomes ill, injured, or has a severe disciplinary problem while participating in a **PEAC Athletics** Activity.