



Part-Time Personnel Agreement

This agreement made this ____ day of _____, 201__ between USA Pools of _____, Inc., a Georgia Corporation, hereinafter known as "USA Pools" and _____, hereinafter known as "Personnel." Whereas, USA Pools desires to obtain the professional service of qualified persons to perform services for USA Pools from May 15, 201__ to September 15, 201__.

USA POOLS AGREES TO:

- ❖ Provide you with a place to perform your duties.
- ❖ Provide you a position with USA Pools of: Pool Manager/Head Guard - Level 1 Guard
Level 2 Guard - Sub/Area Guard - Swim Instructor - Other: _____
- ❖ Provide you with FREE training on:
 1. Paperwork, Policies and Procedures
 2. OSHA regulations and MSDS forms
 3. Pool Operation and basic water treatment
 4. Pool Safety (after obtaining your Red Cross Lifesaving Certification)
- ❖ Provide you with support while you are performing your duties.
- ❖ Compensate you \$_____ per hour. (According to pay scale and scheduled pay dates.)
- ❖ Dedicate \$.40 of your hourly compensation to an end of the year bonus. Requirements for bonus:
 1. Work assigned shifts from Memorial Day weekend through Labor Day.
 2. Work minimum hours for your position: _____ Hours per week/ _____ Hours per season.
 3. Favorable performance review from the place you performed your duties.
- ❖ Provide you with Professional Liability Insurance.

PERSONNEL AGREES TO:

- ❖ Purchase the USA Pools uniform and wear it at all times while performing duties.
- ❖ Maintain and keep current the proper credentials in LGT, CPR, and First Aid Certifications.
- ❖ Attend all USA Pools designated trainings and meetings.
- ❖ Perform duties up to the highest level of a professional Lifeguard.
- ❖ Be honest, ethical and devote best knowledge and skills in performance of duties.
- ❖ Perform duties no less than ____ hrs per week but no more than ____ hours per week (personnel may receive minimum wage for providing services less than minimum agreed hours).
- ❖ Adhere to guidelines and conditions set forth in the Vacation Policy.
- ❖ Adhere to guidelines and conditions set forth in the Scheduling Policy.
- ❖ Complete and fill out all appropriate forms found at place of work in the "Pool Operations Manual".
- ❖ Perform duties through September 15, or provide at least 2 weeks written notice in the event personnel cannot work through September 15. If personnel does not provide minimum notice, personnel's pay rate shall revert to minimum wage for up to \$300.00 as liquidated damages.
- ❖ Adhere to policies and procedures set forth in the Payroll Packet. Failure to follow these policies and procedures set forth in the Payroll Packet may result in lost wages. Personnel shall be permitted to "clock-in" for performing duties no earlier than 30 minutes prior to the Pool's contracted opening time. Personnel shall be permitted to "clock-out" for performance of duties no later than 15 minutes after the Pool's contracted closing time. Any time clocked in/out outside of these published authorized times will be automatically rounded to the permitted time.
- ❖ Adhere to applicable job description (JD) published in the Lifeguard Information Book (LGIB) to ensure safety at his/her place of duties.
- ❖ Enforce general pool rules that are established at Personnel's workplace and are published in Lifeguard Information Book (LGIB).
- ❖ Not represent or be compensated by USA Pools if retained to lifeguard a private pool party, teach swim lessons, or coach a swim team. Such duties are considered to be an Independent Contract between parties.
- ❖ Be retained by USA Pools as a part-time seasonal position. Due to the part-time relationship between Personnel and USA Pools, Personnel acknowledges and agrees that unemployment benefits shall not be awarded to part-time seasonal Personnel and Personnel further agrees to not file for such benefits. Furthermore, Personnel agrees to hold harmless USA Pools of any claims under workers compensation.

Acceptance of this Agreement by Personnel through signatures below shall constitute a contract entered into in accordance with the specifications, terms and conditions hereto. In whereof the parties have executed this agreement, the day and year previously written.

By: _____
USA Pools

Part-Time Personnel