



Self Placed Job Offer

PARTICIPANT INFORMATION <i>to be completed by participant</i>			
Participant First Name:		Participant Last Name:	
AWA ID Number:		Type of Placement: <input type="checkbox"/> Self Placed <input type="checkbox"/> Replacement Job <input type="checkbox"/> 2 nd Job	
Email Address:		Phone Number:	
Housing Address:	City:	State:	Zip Code:
How did you find the job?			
EMPLOYER INFORMATION <i>to be completed by employer</i>			
Company Name:		Employer Identification Number (Tax ID):	
Employer Contact First Name:		Employer Contact Last Name:	
Employer Contact Title:		Phone Number:	
Email Address:		Website:	
Physical Address:		Mailing Address:	
Workers Compensation Policy Information:			
Have you ever hired J-1 SWT Participants? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, through which sponsor?		Are you interested in receiving more international seasonal employees? <input type="checkbox"/> Yes <input type="checkbox"/> No	
POSITION INFORMATION <i>to be completed by employer</i>			
Job Title:		Address of Job Location:	
Job Description/Responsibilities:			
Job Start Date:		Job End Date:	
Hours Guaranteed Per Week:		Pay Rate:	
Pay Frequency:		Overtime Rate:	

Participant Agreement to Terms of Employment

- By signing below, I agree to accept the Self Placed Job Offer and terms of employment listed above. I understand that American Work Adventures, as my visa sponsor, must fully verify this employer before work may begin.
- I understand that I am required to submit my Arrival Report to AWA **immediately** after arrival at my employer's work site. I understand that failure to submit this information within the first 10 days following my DS 2019 start date will result in my program being ended, requiring me to return home immediately.
- I understand that it may take 3 - 8 weeks to receive my first paycheck due to start date and payroll periods. I agree to bring no less than \$800.00 USD to support myself until my first paycheck is received.
- I agree to respond to all "check-in" communication, via phone or email, from AWA. I understand that I must maintain this communication to stay compliant with the program rules. Failure to respond to AWA communication may result in my end of program, requiring me to return home.
- I agree to inform AWA **immediately** of any change in work address or housing address. I understand that failure to inform AWA of these changes may result in my program being placed in danger of termination.
- I understand that changes in employment terms, hours, and position availability may occur before or after arrival. AWA does not have control over such changes, and I will not hold AWA liable if changes to this job offer occur before arrival or during the program.
- I understand that work hours may be impacted by weather, seasonal business levels and unpredictable causes. In the event that my job is lost or hours permanently drop below an average of 24 hours per week, I understand that AWA will try to help me to find a replacement position, if one is available. I agree that if the replacement position is in a different geographical region, I will be responsible for arranging and paying for all transportation costs between the original location and the new location.

Participant Name (Print)

Participant Signature

Date

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American Work Adventures can be reached at info@workadventures.org or 415-257-2208.



American Work Adventures®
Employer Agreement

For purposes of this agreement, the undersigned _____ will be referred to as the "Employer". All terms, conditions, and regulations set forth in this document shall be considered a binding agreement between American Work Adventures, Inc. (AWA), located at 7599 Redwood Blvd., Suite 200, Novato, CA 94945, and the Employer. American Work Adventures, Inc. is the program sponsor and adheres to regulations and guidelines promulgated by the United States Department of State (DOS).

I. Employer Documentation Requirements

Employer agrees to submit all required paperwork requested by AWA, including the following:

- ✓ Signed Employer Agreement
- ✓ Completed Employer Profile
- ✓ Complete Job Profile for Each Position
- ✓ Copy of Employer's Business License, if available
- ✓ Copy of Workers' Compensation Insurance Policy or evidence of exemption therefrom

I understand that Participant will not be placed into an open position until all required paperwork is received by AWA. _____

(Initial)

II. Employer Labor Requirements

Employer agrees to the following:

- ✓ To provide no less than 24 working hours per week for the entire duration of a Participant's J-1 Summer Work and Travel (SWT) Program, as dictated by the start and end date listed on the form DS-2019
- ✓ To pay Participants at a rate not less than the prevailing local wage, which must meet the higher of either the applicable state or federal minimum wage requirement, including payment for overtime in accordance with state-specific employment laws
- ✓ To comply with all applicable federal, state and local laws and regulations, including, but not limited to, the following:
 - Workers' compensation requirements
 - Labor and income tax laws
 - Occupational health and safety laws
 - Exchange Visitor Program and AWA program rules
- ✓ To provide an on-site manager, employed by the Employer, to fulfill the role of supervising and managing all SWT Participants
- ✓ To provide job orientation directed by the on-site manager

III. Employer Monitoring Requirements

Employer agrees to assist in the following monitoring requirements:

- ✓ To notify AWA immediately upon Participants' arrival and indicate Participants' employment start date
- ✓ To assist Participant, if needed, in communicating with AWA in order to satisfy monitoring requirements such as arrival information and monthly check-ins
- ✓ To provide an Employer point-of-contact during regular business hours to address Participant concerns regarding job responsibilities, employment terms, taxes, local transportation, community resources and the like
- ✓ To notify AWA promptly in the following events:
 - When Participants arrive at the work sites to begin their programs
 - When there are any changes or deviations in the job placements during the Participants' programs, including, but not limited to, changes in the number of hours provided, job duties or title, or physical location of the work site
 - When Participants are not meeting the requirements of their job placements
 - When Participants leave their position ahead of their planned departure
- ✓ To notify AWA immediately in the event of any emergency involving Participants or any situation that impacts the welfare of Participants.
- ✓ Employer understands that each Participant must submit an online Arrival Report to AWA immediately upon arrival at the Employer. Participant's failure to submit arrival information within 10 days of the program start date as listed on the Participant's form DS-2019 may result in Participant's termination from the program and eligibility to work in the United States.

(Initial)

IV. Job Performance, Termination and Reassignment

- ✓ Employer understands that Participants go through an assimilation period upon arrival. Employer agrees to allow for this adjustment period by permitting a reasonable time for Participant to integrate into the U.S. culture, Employer's work environment, and local community.
- ✓ Employer agrees to provide Participant a written warning with a probationary period of 1-2 weeks if performance is not at a satisfactory level following the assimilation period. Employer is required to provide a copy of any warnings to AWA immediately upon issuance.
- ✓ After issuing a written warning and completion of the stated probationary period, the Employer understands that termination of Participant is at its sole discretion. Employer agrees to notify AWA immediately if termination occurs.
- ✓ Employer understands that upon termination, Participants may be placed with another Employer in the community, at an Employer in an alternate location, or be excused from the program and directed to return to his or her home country. Such actions are at the discretion of AWA.

(Initial)

V. Job Type Verification

Employer understands that the Department of State regulations forbid utilizing staffing or employment agencies to act as a third party representative between AWA's J-1 SWT Program Participants and the Employer. Employer confirms that it is in control of the Participant's work location, supervision, management and payment.



Employer verifies that it is not placing Participants in any of the following positions:

- ✓ In any position in the adult entertainment industry
- ✓ In sales positions that require Participants to purchase inventory that they must sell in order to support themselves
- ✓ In domestic help positions in private homes (e.g., child care, elder care, gardener, chauffeur)
- ✓ As pedicab or rolling chair driver or operators
- ✓ As operators of vehicles or vessels that carry passengers for hire and/or for which commercial drivers licenses are required
- ✓ In any position related to clinical care that involves patient contact
- ✓ In any position that could bring notoriety or disrepute to the Exchange Visitor Program

Employer certifies that no location where Participants will be employed participate in the following programs:

- ✓ Work Release
- ✓ Prison Furlough
- ✓ Court-Ordered Community Service
- ✓ Other work programs provided to convicted criminals.

(Initial)

In addition to all conditions stated above, I understand and agree to the following:

- ✓ The intention of AWA and the Summer Work and Travel program is to facilitate cultural exchange. Employer recognizes the Participant as a cultural exchange visitor to the U.S. and agrees to provide reasonable opportunity and encouragement to take advantage of educational and cultural benefits in the local community.
- ✓ AWA adheres to and satisfies all U.S. Department of State guidelines regarding the selection, placement and orientation of SWT Participants.
- ✓ AWA will maintain monthly contact with Participants throughout the SWT program to ensure their health, safety and well-being. The Employer is responsible for contacting AWA immediately if it becomes aware of any negative impacts to the Participant's health, safety or well-being.
- ✓ Participant programs may be ended, through no fault of the Employer, for Participant's failure to satisfy the core terms and conditions of the Summer Work and Travel program. In such a circumstance, AWA will make a reasonable effort to provide Employer with a replacement Participant. Employer acknowledges, however, that AWA does not guaranty, warrant or otherwise represent that AWA will provide Employer with a replacement Participant.
- ✓ Employer acknowledges that it has not accepted any payment or other incentive to accept program Participants, and that to do so would be a violation of DOS regulations and a material breach of this Agreement.
- ✓ Employer waives, releases and holds harmless AWA, its subsidiaries, officers, employees, agents, insurers, representatives, successors and assigns from any and all claims, losses, liabilities, expenses, injuries or other damages, whether compensatory, incidental, consequential or punitive, arising from, in connection with or otherwise related in any way to Participant's employment with Employer and/or termination of Participant's employment with Employer.
- ✓ Employer acknowledges that AWA shall not be responsible for any personal obligations of Participant, including, but not limited to, any expenses incurred by the Participant for housing, telephone bills, utilities, credit card charges, or other purchases or debts incurred.
- ✓ I understand that this document contains program guidelines set forth by American Work Adventures and the United States Department of State. Further, Employer acknowledges that this Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all previous oral and written communications and understandings. In this Agreement time shall be of the essence for each and every term and condition hereof. This Agreement shall not be assigned or transferred.
- ✓ This Agreement will be governed by and construed in accordance with the laws of the State of California and the parties hereto submit to the exclusive jurisdiction of the courts of California and the venue of the District Court of California, Northern District, or the Superior Court of the County of San Francisco.
- ✓ If any party to this Agreement becomes involved in a dispute or controversy, including but not limited to arbitration, mediation or litigation arising out of the interpretation or performance of this Agreement, the prevailing party in such dispute or controversy shall be entitled to reasonable attorneys' fees and costs in connection with the prosecution and defense of any arbitration, mediation or litigation arising out of this Agreement.
- ✓ No provision of this Agreement may be waived or amended nor any consent given except in writing signed by the parties.
- ✓ This Agreement shall be binding on the parties hereto and their respective employees, agents, legal representatives, successors and assigns.

Employer Signature

Printed Name

Date

Company Name

Company Tax/Fed ID

AWA Representative Signature

Printed Name

Date