



Work & Travel Program: Self-Arranged Job Offer

All participants finding their own job must complete this job offer, including required signatures, and return the first page to CCI. If completed by the employer, this form should be sent directly to the participant.

EMPLOYER INFORMATION				
Name of Company		Tax ID / FEIN#	Workers Comp Policy #	
Website		Is there a Social Security office in your city? Yes No		Workers Comp Carrier
Primary Business Address			Worksite Address, if different from Primary Address (no PO Boxes!)	
City	State	Zip	City	State Zip
Name of person extending this job offer			Name of supervisor assigned to participant	
Title	Email	Title	Email	
Telephone (MUST be worksite #)	Mobile/Off-season Phone	Business Fax	Total # of Employees	# of International Staff
Company Activities				

JOB DESCRIPTION				
Job Title		Job is valid FROM	Job is valid TO	
Description of general job duties		Identify any uniforms, safety equipment, etc., participant must provide:		
Estimated # of hours/week (min 32 average)	Number of days / week	Est. cost of uniforms, equipment, etc.	Any vacation benefits (paid or otherwise)	
Hourly wage	Pay frequency	Overtime availability	Overtime wage	

YES, I PROVIDE HOUSING (EMPLOYER)				
Deposit required? Yes No	Amount	# of tenants per room	Housing cost / month	Are costs deducted from paycheck? Yes No
Distance from housing to job site	Is transportation available? Yes No		Utilities cost, if not included in rent	

EMPLOYER AGREEMENT
The Center for Cultural Interchange (CCI herein) is a U.S. Department of State Designated Work and Travel Program sponsor. This document serves as an employment agreement between the business and the WT participant named on the CCI job offer. This agreement is not valid until CCI has fully screened, vetted, and approved the organization named in the CCI job offer. For purposes of this agreement, "WT participant" refers to the foreign participant entering the U.S. temporarily, under CCI's J-1 Summer Work Travel visa sponsorship. Continued sponsorship and cooperation is contingent upon adherence to all CCI program rules and U.S. Department of State Summer Work Travel regulations (22C.F.R. Part 62). CCI cannot be held responsible for the actions of participants under CCI sponsorship, including employment performance and workplace suitability, nor any liabilities created, assumed, or incurred by the participants. By signing this agreement, and as an authorized representative of my business, I agree to the attached EMPLOYER AGREEMENT TERMS. (If EMPLOYER AGREEMENT TERMS are not attached, please contact CCI, or go to http://www.cci-exchange.org/uploadedFiles/SAJO_EmpTerms_2011-11-02.pdf)

Business Representative's Name (Please print):	TITLE:
Business Representative's Signature:	DATE:

PARTICIPANT AGREEMENT		
<i>By signing this agreement, I hereby confirm that I have read and agree to all terms of the PARTICIPANT TERMS AND CONDITIONS (formerly "Code of Conduct") submitted with my application, as well as the the attached PARTICIPANT AGREEMENT TERMS. (If PARTICIPANT AGREEMENT TERMS are not attached, please contact CCI, or go to http://www.cci-exchange.org/uploadedFiles/SAJO_EmpTerms_2011-11-02.pdf)</i>		
FIRST NAME (Please print):	LAST NAME:	CCI ID#:
Participant's signature of acceptance:		DATE:

EMPLOYER AGREEMENT TERMS

GENERAL:

1. In my capacity as an authorized representative of my business, I am authorized to extend job offers (including salary, wages, hours and job descriptions) to international participants, including CCI's WT participants, and attest that all information indicated in this job offer and agreement is true and accurate to the best of my knowledge
2. I confirm that I have not provided this placement in exchange for any type of incentive, monetary or otherwise
3. Per U.S. Department of State regulations (<http://j1visa.state.gov/programs/summer-work-travel/>), I will:
 1. Provide participants the number of hours of paid employment per week as identified on the job offer and agreed to when CCI vetted the job
 2. Pay my participants eligible for overtime worked in accordance with applicable state or federal laws
 3. Notify CCI within 24 hours when: participants arrive at my work site to begin their programs; when there are any changes or deviations in the job placements during the participants' programs; when participants are not meeting the requirements of their job placements; or when participants leave their position ahead of their planned departure
 4. Contact CCI immediately in the event of any emergency involving participants or any situation that impacts the welfare of participants
4. I understand that CCI is obligated per the U.S. Department of State to end or cancel the program of any CCI WT participant who does not report within 7 days of his/her DS-2019 program start date
5. I understand that WT participants are authorized to work only during their pre-determined dates of employment as listed on Form DS-2019, and that CCI reserves the right as program sponsor to suspend program sponsorship to participants at any time if program regulations are violated
6. I understand that, upon my verbal or written consent to CCI to hire the above-listed WT participants, I am committed to offering the job outlined herein. I ensure my participants have sufficient English proficiency to perform their job duties
7. I agree that if housing is provided, the housing is habitable, sanitary, with working plumbing and electricity, offers each participant their own bed, safe, comfortable, and compliant with local, state, and federal housing regulations, codes, and laws. I agree to disclose all contents of any housing lease to the participant prior to signing, if applicable. Conditions of this employment are not dependent upon the participant's willingness to rent identified housing
8. I agree that my company will appoint a personal supervisor to whom the WT participant will report directly
9. I authorize CCI use of any photographs/videos taken for promotion or publicity, unless otherwise prohibited by law or corporate policy. I understand that I will not receive compensation for the use of my photograph(s)/video(s)

10. I acknowledge that WT participants are prohibited from working the following types of positions, as outlined and clarified by the Department of State and CCI: In any position in the adult entertainment industry; In sales positions that require participant 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); In any type of home-based business; As pedicab or rolling chair drivers 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 involved patient contact; and In any position that could bring notoriety or disrepute to the Exchange Visitor Program
11. I agree not to receive payment in exchange for employment of my WT participants
12. I confirm that my business meets any state-specific workers compensation requirements in the state and/or states where my business operates

PAYROLL:

1. I agree to make any deductions only when permission is received from the participant
2. I agree to provide WT participants the hourly pay or a salary in the amount indicated in the Placement Agreement. My company agrees to pay WT participants on its regular payroll, and certifies that the compensation that paid to WT participants is commensurate to that paid to their American counterparts and is compliant with the minimum wage and hour laws, including overtime, the Fair Labor Standards Act, and all other applicable statutes and regulations relating to employment terms and conditions
3. I acknowledge that J-1 visa holders should be paying only Federal and State taxes, and not unemployment or FICA (which includes Medicare and Social Security) taxes per IRS Employer Tax Guide and Publication 515. If these taxes have been mistakenly withheld from the WT participant's paycheck, I will reimburse WT participants directly
4. I understand WT participants are legally authorized to work based on their DS 2019 and I-94 cards, and program start date

AGREEMENT REGARDING CHANGES AND CANCELLATION OF ASSIGNMENT WITHIN 14 DAYS OF EMPLOYMENT START DATE:

1. WT participants are expected to work at the location and under conditions specified in the agreement for the duration of their respective program
2. I assume an affirmative obligation to honor this job placement. In the event of job cancellation, within 14 days of employment start date, I agree to coordinate with CCI to secure suitable alternative employment comparable to the terms specified in this job offer. If the job placement is cancelled after the participant arrives, I will do my best to assist with participant living and transportation costs during the transition period
3. I agree to notify CCI within 24 hours of any job cancellation

All parties agree that any material breach of this agreement shall entitle the prevailing party to recover litigation fees incurred in prosecuting such a claim. All parties further agree that any such litigation may be brought by the WT participants, CCI or the organization named in this agreement, in the City of Chicago, to the extent permissible (Illinois law) to govern any such dispute.

PARTICIPANT AGREEMENT TERMS

PLACEMENT:

1. Due to unforeseeable circumstances, my CCI approved job offer is subject to change. In the case of changes in any placement conditions, including employer needs, I agree to contact CCI if I need assistance
2. I understand that my hours of work, duties and responsibilities may vary during the period of my employment. I understand that events outside of CCI's control can seriously delay, disrupt, interrupt or cause the cancellation of my program. I agree to assume all risks and losses (including financial) which result from any such occurrence
3. I understand that, should the conditions of my employment not be met, or if I have a health or safety concern, I will contact CCI within 24 hours to seek advice
4. I understand that my conditions of employment are vetted by CCI as being materially compliant with Department of State regulations, however, the employment agreement is ultimately between me and my employer. Should the conditions of my employment not be met, I agree to seek resolution directly with my supervisor and to inform CCI of any issues I am not able to resolve on my own, within 24 hours. CCI may advise me to contact the Department of Labor to seek resolution
5. Program sponsorship will not be granted until a valid job placement is received, reviewed and approved by CCI. Approval of placements is indicated in the CCI Online account
6. I agree to work within my DS-2019 program dates and not longer. If I arrive to my employer late, I understand that I may no longer have a valid job waiting for me and would then have to return to my home country
7. I agree to contact my employer before departing my home country, at the very minimum, to provide visa results and to confirm arrival and/or travel information
8. I agree to travel to and arrive as instructed by my employer
9. If I elect to quit my job prior to receiving CCI approval, I understand that my program sponsorship may be terminated
10. If my employment is terminated by the employer, I agree to notify CCI within 24 hours, or my program sponsorship may be terminated
11. Should my program sponsorship be terminated by CCI, I must return to my home country immediately
12. I will not work for a new employer until CCI has received, reviewed and approved the job offer that I submit for consideration

13. I understand that I am responsible for checking in with CCI, via www.ccisevis.com, at least every 30 days, in accordance with Department of State regulations on Monthly Monitoring Provision
14. Prior to submitting my own job offer to CCI, I agree to research and ensure validity of my prospective employer
15. I will bring a minimum of USD \$1000 to survive in the USA without a steady income for the first month of my program. I understand that I need to allow the first two (2) weeks of my program to adjust and be trained by my employer
16. If I am responsible for finding my own job, I agree not to purchase a job placement through a third party

HOUSING:

1. I am ultimately responsible for securing my own housing either before or upon arrival, whether or not it has been identified by my employer
2. CCI verifies the housing details provided on the CCI approved job offer. I agree that CCI has no responsibility for inspecting or selecting housing, regardless of the way it is arranged
3. I understand that, should housing be included in my job offer and the conditions are not being met, I will contact CCI within 24 hours to seek advice. I will contact CCI at any time my health or safety is in jeopardy
4. I understand that my terms of housing as indicated on my job offer are vetted by CCI as being materially compliant with Department of State regulations, however, my housing agreement is ultimately between me and my landlord. Should the conditions of my housing not be met, I may be advised to contact the appropriate authority to seek resolution
5. I am responsible for reporting my current housing location to CCI at all times, within 24 hours of any move. Failure to do so may result in program sponsorship termination
6. I am responsible for my own housing fees, meals, spending money, airfare, airport transfers and transportation to and from work
7. Any contract or agreement regarding housing reached by the participant is subject to change and is not the responsibility of CCI
8. I understand that costs may vary from what is on the job offer and that a separate contract, just for housing and/or transportation, may be required of me