



AWE 2013 Employment Agreement Form

All information **MUST** be completed and must be typed in order to be processed. Complete the form print it out, sign and date it and then send or e-mail it to the student to sign. You **MUST** fax (203-869-6491), e-mail (info@aweusa.com) or send (American Work Experience,

335 Greenwich Avenue, Greenwich, CT 06830) a copy of your current Worker's Compensation Insurance certificate and your current business license. If you are hiring more than one student, we only need one copy of your insurance certificate and business license.

Please check: Is this the primary job? Is this a second or part-time job?

I. EMPLOYER INFORMATION

Contact name: _____ Title: _____

Company name: _____ *(you must e-mail or fax your current business license)*

d/b/a (if applicable): _____ Federal Tax ID #: _____

Corporate address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

E-mail: _____ Website: _____

Address of work site: _____

City: _____ State: _____ Zip: _____

Description of your company: _____

Worker's Compensation insurance policy provider: _____

WC Insurance policy #: _____ *(you must e-mail or fax your current WC certificate)*

How many J-I students will you hire for this season? _____ How many American staff do you have working at this location? _____

J-I students may only work at "seasonal or temporary" jobs. Please explain how your jobs meet this criteria:

II. EMPLOYMENT DETAILS

Name of AWE participant: _____

Job title/position: _____ Start date: _____ End date: _____

Job responsibilities: _____

Starting wage per hour \$: _____ Overtime Rate per hour as per state requirement: \$ _____

Is end of season bonus available? _____ If so, please explain: _____

Please detail any additional wage provisions/deductions (training, equipment or uniform fees, paycheck deductions): _____

Approximate # of hours per week: _____

Nearest major/international airport: _____

Specific directions to place of employment (include names of buses, trains, cost of tickets, possible times of departure): _____

Is housing provided? _____ If no, will you assist the student in finding suitable and affordable housing?: _____

If yes, type of housing (apt, house, dorm, etc.): _____ How many students share a room? _____

Cost of housing per week (if applicable) \$: _____ Amount of housing deposit: \$ _____

When is the deposit due: _____ Approximate utilities cost per week (per student) \$ _____

Please describe what is included in the housing (such as beds, linens, towels, kitchen utensils, internet, etc.). Be as specific as possible so the students know what to expect when they arrive or what they need to bring or purchase upon arrival:

Are students required to sign a lease or housing agreement? Yes No
(If yes, you must e-mail (info@aweusa.com), fax or mail a sample copy to AWE.)

How will the students get from their housing to work everyday? _____

If students are not able to walk, will you assist them in finding the best, safest and most affordable way of getting to work? Yes No

Are meals provided or available?: _____

Additional comments: _____

III. EMPLOYER SIGNATURE

I hereby certify that the student listed above has been offered a position with the employer above. I understand that this person is on a J-I cultural exchange program sponsored by American Work Experience (AWE). The student will at all times be our employee and not that of AWE. As such, we will pay and be solely responsible for any and all salaries due and any and all withholding and similar taxes related to the student. As further consideration for entering into this agreement, to the fullest extent provided by law, we agree to hold AWE harmless from and against all claims, demands, liabilities, expenses and actions (including attorney's fees) for or on account of any incident, injury or death to any person (including the student) or any services rendered in connection with or as a result of this agreement, whether or not caused by the fault or negligence of AWE. In addition, I will make every effort within reason to provide him/her with the best cultural exchange possible.

I have also read the attached "Employer Information" sheet and have agreed to all the points listed.

Employer signature _____ Date _____

PARTICIPANT SIGNATURE:

I understand, acknowledge and agree to the following: This job offer is not valid until vetted and approved by AWE. AWE reserves the right to deny any job offer according to the current and/or anticipated rules, regulations, and intent of the J-I Summer Work Travel program. Any position offered to me is not a firm, irrevocable offer and may be revoked at any time before I begin employment. In the event that the employer revokes this offer, AWE will assist me in my effort to find alternative employment, but makes no guarantee that its effort will be successful. I will be an employee-at-will, and my employment relationship may be terminated at any time by the employer. I have reviewed all information provided to me and fully understand the job offered above. The terms above are general in nature and my hours, duties, and housing are subject to change. I will report to the employer listed above and will work for a period that will not exceed the end date on my DS-2019 form. I will adhere to all AWE and U.S. Department of States rules and regulations regarding employment and program participation, including the AWE Terms and Conditions which is part of my program application. Once I have accepted this job, I am committed to stay at this place of employment for the duration of the program. If I wish to change employers, I must receive permission from AWE prior to doing so. Should I change jobs without receiving prior permission from AWE or if I violate other AWE or U.S. Department of State rules, AWE may terminate my program and I will be required to return home. Such termination may prevent me from receiving a future U.S. visa. I am responsible to advise AWE of my health, wellbeing and location during my program and respond immediately to all e-mails from AWE.

Student name (please print) _____ Date _____

Signature _____ AWE ID _____

EMPLOYER INFORMATION - Please read carefully before signing Employment Agreement form

American Work Experience (AWE) offers international students (ages 18-28) the opportunity to work legally in the United States for four (4) months during their summer holidays. American Work Experience is designated by the U.S. Department of State as an official sponsor of a J-1 cultural exchange program. AWE provides the applicant with the DS-2019 form necessary for his/her J-1 visa. The applicant then must apply for the J-1 visa at the U.S. Embassy in their home country, who makes the decision whether or not to grant them the visa. The J-1 visa is valid for 4 months and cannot be extended. We strive to ensure that each participant on our program has the most successful, rewarding, and memorable summer ever. And, as an employer, this is where you come in!

Below is information regarding your responsibility to the AWE participant(s) you employ this summer:

- Participants will need to obtain a social security number and it is the employer's responsibility to assist them in getting to the nearest office to apply for one. I agree that the participant may commence his/her employment on the program begin date specified in this form (not with-standing the participant having yet secured a Social Security Number). As outlined in 26CFR37 6011 (b)- 2 of the US Internal Revenue Code, I understand that it is legal to hire and pay workers who do not have a Social Security Number, but can show proof of having filed an application for the Number. I also understand that the DS-2019 and I-94 program forms prove work authorization.
- I will provide participants the number of hours of paid employment per week as identified on the job offer and agreed to when AWE vetted the job.
- I will contact AWE (preferably by e-mail: info@aweusa.com) 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; when participants are not meeting the requirements of their job placements; or when participants leave their position ahead of their planned departure; and, if the participant doesn't arrive at all, is fired or leaves.
- I am responsible for contacting the participant before he/she departs for the U.S. by e-mail, phone, or letter to give them very detailed instructions on how to get from their U.S. arrival airport to my place of employment. I will provide them with specific bus or train information, including the name of the bus or train they need to take, where it departs from, the cost, schedule, where to get off, who will meet them (or how they get from the bus or train station to my place of employment) and a phone number they can call if they arrive after my "office hours." I will inform them of what they need to bring with them, such as black pants, sneakers, bedding, etc. I will let them know what the weather/temperature is like in my area during the summer, so they can pack accordingly.
- I will remind the participant(s) to inform AWE of their U.S. residential address within 10 days of arriving in the U.S. Participants can go to the AWE website (www.aweusa.com) and fill out the "Register your arrival and U.S. address for SEVIS" webform. All AWE participants must notify AWE of their U.S. address as required by the U.S. Department of State, or their visa will be cancelled.
- I will provide a W-4 form so the participant can file a request with the U.S. Internal Revenue Service to get a refund of taxes paid, if any were deducted from their paychecks. If the W-4 forms are not available at that time, I will take note of their home address and send the W-4 forms to their home country. (Only state and federal taxes can be deducted from their paychecks.)
- I will contact AWE (phone: 203-661-9352) immediately in the event of any emergency involving participants or any situation that impacts the welfare of participants.
- I will adhere to all applicable regulatory provisions that govern this program, and all AWE policies.
- The job I am offering is seasonal/temporary in nature and will not displace year-round positions for American workers. I understand that I am not permitted to employ J-1 Summer Work Travel participants if I have experienced layoffs within 120 days of the participant's employment, and/or if I currently have workers on lockout or on strike.
- I have not accepted compensation from any party in return for offering this job.
- I have fully explained the terms of employment and job details to this participant. The salary and other terms at minimum meet all federal, state and local minimum wage and overtime requirements, and are commensurate with those of U.S. counterparts.
- This participant will be covered by Worker's Compensation insurance, or I am exempt by state law from this requirement.
- This participant will be an employee, not a contractor.
- I understand that the Department of State requires AWE to vet all potential host employers according to the regulations of the J-1 Summer Work Travel Program. This job offer is not valid until vetted and approved by AWE, and I agree to cooperate with AWE in this process. I agree to abide by the AWE terms and all local, state, and federal health, safety and employment laws.
- If my job offer includes housing, the housing I provide will meet all applicable local laws and regulations, including with respect to utilities, and occupancy rates. I further attest that any wage deductions I will take to cover the cost of employee housing do not violate the Fair Labor Standards Act regulations set forth at 29.CFR.531.
- I understand that AWE is responsible for maintaining contact with participants throughout their program.
- I will provide opportunities for regular communication and interaction with U.S. citizens and allow participants to experience U.S. culture. I will send details of such activity to AWE by e-mail.
- I will make a good faith effort to retain the participants in the event of a labor force reduction.