



2013 CICD Work & Travel Employment Verification (EV) Form

1. Work & Travel EV Agreement for:

| | | | |
|--|--|---------------|--|
| J-1 Participant | Last Name AAAAAAAAAAAAAAAAAAAAAA First Name | Date of Birth | |
| J-1 Participant <u>must sign both pages</u> of EV PARTICIPANT SIGNATURE HERE | | | |

2. Host Company Information:

| | | | | | | | |
|---|--|--|--------------------------------|-----------------|-----------|--|--|
| U.S. Host Company Name: Specify both Corporate and DBA or Trading Name | | | | | | | |
| Has this company employed W&T Participants before? | | Yes No | | EIN or Tax ID # | | | |
| Job Site Address | | | | | | | |
| City | | | State | | ZIP | | |
| Phone Number | | | Fax | | | | |
| Company Email | | | Website | | | | |
| Name of Person Supervising Participant | | | Supervisor Title (e.g. GM, DM) | | | | |
| Supervisor Phone | | Name and Title of person at Host Company authorized to hire this Participant | | | | | |
| Workers' Compensation Insurance Provider | | | Account # | | Exp. Date | | |

3. Job Information: (Note: No changes can be made to this EV unless all parties re-sign the EV form, or unless a new EV is issued)

| | | | | | | | | |
|---|----|---|-------------------------|---|--------|----------------------------|------------|-----------|
| Job Title | | | | | | | | |
| Job Start Date (mm/dd/yy) | | | Job End Date (mm/dd/yy) | | | | | |
| Flexible Start and End Dates | | Yes No | | If yes, indicate date range of flexibility | | | | |
| Hourly Wage | \$ | Will Participant have opportunities to work overtime? | | | Yes No | | | |
| Host Company confirms that overtime rates will be paid in accordance to or exceed the rates set by state and federal government. | | | | | | | Yes | No |
| Overtime Rate | \$ | Tips available? | | Yes No | | Estimate of tips per shift | \$ | |
| Is this the same compensation received by U.S. citizens in the same position? | | Yes No | | Host Company representative understands that Host Company MUST file W4 for each Participant | | | Yes | No |
| Estimated hours per week that Participant can expect to work. Note: Host Company agrees to make a good faith effort to provide hours as listed on this EV. However, it is understood that work hours are based on business needs and Participant performance. | | | | | | | From (low) | to (high) |
| Schedule allows for a 2nd Job | | Yes No | | Note: All jobs must first be authorized by CICD | | | | |
| Please indicate below what delay, if any, the Participant can expect in relation to his or her Social Security Number (SSN) and card: | | | | | | | | |
| Participant can begin work only after receiving SSN | | | | Participant can work and get paid but only after applying for SSN | | | | |
| Participant can work but will not get paid before receiving SSN | | | | Participant can begin work upon arrival regardless of Social Security Status | | | | |
| Is there a training period in which hours and wages differ from those listed above? | | | | | Yes | | No | |
| If yes, training duration | | days | | Hours per day | | Training pay rate | \$ | / hour |

4. Level of English Required for this Position:

| | | | | | | | | |
|--|--------|--------------|--|--------------------------|--------|--------------------------|-------|--|
| FLUENT: Uses English easily and accurately | | | INTERMEDIATE: Reasonable command, with some difficulties | | | BASIC: Limited abilities | | |
| Speaking: | Fluent | Intermediate | Basic | Listening Comprehension: | Fluent | Intermediate | Basic | |
| Reading/Writing: | Fluent | Intermediate | Basic | | | | | |
| Host company staff has directly determined that Participant has sufficient English Proficiency | | | | | Yes | | No | |

5. Details of Host Company's Requirements and Expectations for Participants – Please describe:

| | | | | | | | |
|---|--|--------|--|--------------------|--|--|--|
| Workplace environment (e.g. hot and sunny, cold, outdoors, noisy etc.) | | | | | | | |
| Physical demands (e.g. lifting, standing, repetitive motions, temperature, prolonged sun exposure etc.) | | | | | | | |
| Are Participants required to meet any type of work quota? If yes, please explain | | | | | | | |
| Skills/Experience/Prerequisites | | | | | | | |
| Uniform (cost if applicable) / Dress code / Prohibited personal effects e.g. piercings, tattoos etc. | | | | | | | |
| Drug test required? | | Yes No | | If yes, how often? | | | |

6. Housing/Meals/Transportation Information:

| | | | | | | | | | |
|---|--|------------------------------|------------|---|---|----------------------------------|--|--------------|-----------|
| Employee Meals Provided? | | Yes | No | Cost of Meals, if applicable | | \$ | | | |
| Housing Pre-Arranged? | | Yes | No | Type of housing (house, apt. etc.) | | | | | |
| If provided: <u>Must</u> Participant stay at housing provided as a required condition of employment? | | | Yes | No | Is Housing Furnished? | | Yes | No | |
| Does each Participant have his/her own bed? | | Yes | No | Approximate number of people per room: | | | | | |
| Name of Housing Provider: | | | | Email | | Phone # | | | |
| Cost of Housing: | | \$ | per | (day, week or month) | | Due Date | | | |
| Housing Deposit Required? | | Yes | No | Deposit Amount | \$ | Refundable Deposit Amount | \$ | | |
| When is the deposit due? | | Deposit Refund Policy | | | | | | | |
| Utilities included? | | Yes | No | Utilities fee if not included in rent | | \$ | | | |
| How much is deducted from the Participant's payroll for the following | | | | Rent | \$ | Transportation | \$ | Meals | \$ |
| Are the costs listed above equivalent to the market value for this area? | | | Yes | No | Note: Any deductions taken out must be agreed upon in writing by Participant (separate to this EV), and will be itemized on Participant's pay-stub. | | | | |
| Transportation to and from work pre-arranged | | | Yes | No | Cost of pre-arranged transportation | | \$ | per | |
| Who provides the pre-arranged transportation? | | | | | | | | | |
| Public transportation available | | | Yes | No | Please describe | | | | |
| Approximate cost of public transportation | | | \$ | per | Distance from housing to work | | | | |
| Can Participant safely walk or bike to work (on sidewalks or bike lanes)? | | | | | Yes | No | | | |
| Distance from housing to basic amenities (groceries, restaurants, etc.) | | | | | Nearest Major Airport | | | | |
| Airport Pick-up Pre-arranged? | | Yes | No | Cost of Airport Pick-up (if any) | | \$ | Name of Person Providing Pickup | | |
| If airport pick-up not provided, describe how to get to housing or Host Company from the nearest major airport: | | | | | | | | | |
| | | | | | | | | | |
| Please describe the surrounding community (e.g. urban, rural, suburban, resort) | | | | | | | | | |
| Additional information such as company policy, expectations and housing contract are attached or provided separately | | | | | | | Yes | No | |

7. Host Company Agreement

1. Host Company Verification: The Host Company above hereby certifies and agrees that its authorized representative has thoroughly reviewed all of the program information provided in this and other Work and Travel documents, including the *Host Company Application and Agreement*. The Host Company hereby certifies and agrees that all of the information provided in this document and elsewhere is true and correct, that the Host Company has offered the Participant (named above) the described employment herein.

2. Host Company Responsibilities: The Host Company agrees to notify CICD promptly 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 positions ahead of their planned departures and in the event of any emergency involving Participants or any situations that impact their health, safety, or welfare.

3. Arbitration and Choice of Law: Any dispute, difference, or disagreement that arises from this Employment Verification shall be referred to a single arbiter agreed upon by the parties, or if no single arbiter can be agreed upon, an arbiter or arbiters shall be selected in accordance with the rules of the American Arbitration Association. Choice of Law: All disputes arising under or out of this document shall be governed by and resolved in accordance with the laws of the State of Washington, USA. No other law shall be applicable. Any lawsuit arising out of this document, or in connection with this document in any manner, may only be brought in King County, Washington, USA.

4. Hold Harmless: The Host Company understands that CICD cannot guarantee or assure that there may not be problems or challenges which may lead to the expulsion, firing, dismissal or termination of program participation of the Work and Travel Participant named above at the sole judgment and discretion of CICD. The Host Company understands and accepts that CICD is the visa Sponsor organization and can in no way be construed to be the employer of the Work and Travel Participant in the U.S. The Host Company named in the table at the top of this contract is the employer for the duration of the agreed-upon employment. The Host Company does hereby promise, undertake and guarantee to hold harmless and to indemnify CICD and all other persons connected with the Work and Travel program from all liabilities, claims, actions, damages, expenses and losses of any nature whatsoever caused by or arising from any aspect of the program and all other persons connected with the program.

The Host Company hereby certifies, agrees and affirms it is offering this temporary or seasonal at-will employment to the above-named Participant in this Work and Travel program of its own free will, and has not received compensation or incentives to hire the above-named Participant.

Authorized Representative of Host Company

Printed Name

Date and Place Signed

8. Participant Agreement

I, the Participant, have read and fully understand this entire agreement (two pages), and accept all of these terms and conditions, and agree to work for the Host Company for the time period described to the best of my ability. Should I, or the Host Company alter these dates of employment or terminate the employment for any reason, I agree to and shall give immediate written notification of this change to CICD. I acknowledge and expressly accept that failure to do so, or failure to comply with enumerated program regulations (e.g., checking in with CICD upon arrival, reporting changes of residence, not starting work at unverified jobs, responding to sponsor monthly outreach/monitoring efforts) will result in program termination. I acknowledge and agree that my duties and responsibilities may vary during the period of employment, that the employment offered is "at will" and can be ended at any time and for any reason by either the Participant, Host Company or CICD, and that the Employment Verification is in no way an employment or staffing contract between CICD and Participant. I acknowledge and accept that the actual hours I may work per week can vary greatly depending upon the host company's local business economy and other factors such as broken equipment, bad weather, natural disasters etc. If I wish secondary employment, I understand that I must first request permission to do so from my primary employer, AND receive written permission from CICD. I understand and accept that I cannot, under any circumstances, begin to work for a secondary or unvetted host company until CICD has completed a vetting/verification process with that company. I understand and accept that failure to comply with this rule can result in program termination. I understand and agree that all information disclosed to me by CICD and/or its partners and representatives regarding this job offer shall be deemed confidential, not shared with non-CICD-affiliated entities, and used only for the purposes of CICD sponsorship of my Work and Travel program at this host company. I agree not to use this EV in any other manner whatsoever, disclose to others, or fraudulently use DS-2019 forms to apply for program sponsorship.

Signature of Participant

Printed Name

Date and Place Signed