

# 2013 Employer Job Agreement



This form is a contractual confirmation to IENA of employment details for the participant named below. **ALL FIELDS MUST** be completed by the employer. Incomplete documents will not be accepted.

The following documents **MUST** be attached to this form:

- 1) A copy of the business registration showing that the company is authorized to do business in state(s) where participant(s) will work and/or provide a link to a web site (e.g. Secretary of State) of such documentation; and
- 2) Certificate of liability insurance showing current Workers' Compensation insurance coverage.

Participant Name \_\_\_\_\_

## Company Information

Name of Company \_\_\_\_\_ EIN \_\_\_\_\_

Doing Business As (DBA) \_\_\_\_\_ Web URL \_\_\_\_\_

Name of Owner/Manager \_\_\_\_\_ Title \_\_\_\_\_

Company Physical Address (not a PO Box) \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Telephone Number \_\_\_\_\_ Email \_\_\_\_\_

Name of Immediate Supervisor \_\_\_\_\_ Title \_\_\_\_\_

Telephone Number \_\_\_\_\_ Email \_\_\_\_\_

## Job Site (if different from above)

Address (not a PO Box) \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Telephone Number \_\_\_\_\_

## Job Information

Employment Dates (max 4 months) from \_\_\_\_\_ to \_\_\_\_\_

Employee's Job Title \_\_\_\_\_

Brief Job Description \_\_\_\_\_

Required Skills \_\_\_\_\_

Wage per hour \$ \_\_\_\_\_ Hours/Week \_\_\_\_\_ Bonus \$ \_\_\_\_\_

Is overtime available? \_\_\_\_\_ Wage/Hour \$ \_\_\_\_\_

## Housing and Transportation Information

Is housing provided? \_\_\_\_\_ Cost of Housing \$ \_\_\_\_\_ per \_\_\_\_\_ Deposit (if any) \$ \_\_\_\_\_

Complete Address \_\_\_\_\_

What is included? \_\_\_\_\_

What is not included? \_\_\_\_\_

Is transportation provided? \_\_\_\_\_ Cost of Transportation \$ \_\_\_\_\_ per \_\_\_\_\_

Other details regarding transportation \_\_\_\_\_

Is the cost of housing and/or transportation deducted from participant's wages? \_\_\_\_\_

If housing and/or transportation is part of compensation, what is the value of housing in accordance with the Fair Labor Standards act? \$ \_\_\_\_\_

Other Information

Will you hire and pay wages before a Social Security number/card has been issued? Yes No

Important Note: It is legal to hire and pay workers who do not have a Social Security Number but have proof they have applied for the card. See 26CFR3.6011(b)-2 of the Internal Revenue code. The DS-2019 and I-94 card prove work authorization.

List cultural activities available in the community. \_\_\_\_\_

Employer Agreement

I understand that the purpose of the Summer Work Travel Exchange Visitor Program is to provide foreign college and university students with opportunities to interact with U.S. citizens, experience U.S. culture, share their own culture, and work in seasonal jobs to help defray a portion of their expenses. Our company will provide advice on local cultural opportunities and/or directly provide such opportunities to participants.

I understand that the participant must have contact with American customers and/or employees on the job.

I certify that the participant named above has been offered a temporary position with our company, will be paid by our company, and will be directly supervised only by an employee or employees of our company.

I understand that participants may not work: in positions that bring notoriety to the Summer Work Travel Exchange Visitor Program; in positions that require pre-purchasing inventory; as domestic help; as pedicab or rolling chair operators; in positions that require a license, including a drivers license; in positions that require driving; in positions that require direct physical contact with medical patients; in the adult entertainment industry; in hazardous jobs; in positions that provide direct physical contact services such as tattoos, pedicures, and massage; in the gaming or gambling industry; in the chemical pest control industry; in warehouse or distribution centers; with traveling or itinerant concessionaries; or NAICS goods-producing industries sectors 11, 21, 23, and 31-33 (see http://www.census.gov/eos/www/naics/).

I understand that IENA will contact me to verify information in this Agreement and confirm that the job complies with U.S. Department of State regulations governing the J-1 Summer Work/Travel Program.

I certify that compensation meets all Federal, State, and Local Minimum Wage requirements including overtime and that pay and benefits are commensurate with those offered to participant's similarly situated U.S. counterparts.

I certify that the work hours will not fall predominantly between 10:00 pm and 6:00 am and will not work more than 4 hours between 10:00 pm and 6:00 am in any given shift.

I certify that the position offered is temporary and/or seasonal in nature and will not displace U.S. workers.

I certify that there have been no layoffs at our company in the last 120 days and that there are no workers on lockout or on strike.

I agree to make a good faith effort to provide the number of hours of paid employment as written in this agreement.

I agree to immediately notify IENA if there is any change of position location, requirements, or description.

I agree to immediately notify IENA of any problems during the program or in the event of an emergency.

Print Name \_\_\_\_\_ Signature \_\_\_\_\_
Title \_\_\_\_\_ Date \_\_\_\_\_

Participant Information (complete only if you are currently in the U.S.)

I wish to take a second job.

I wish to leave my current job and take a new job with this employer.

SEVIS ID N000 \_\_\_\_\_ U.S. Address (not a PO Box) \_\_\_\_\_
City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

U.S. Phone \_\_\_\_\_ Cell \_\_\_\_\_ Email \_\_\_\_\_

Participant Agreement (all participants must sign))

I agree to work the dates in this agreement and to fulfill my obligations to the employer to the best of my ability, I understand that I may not change employers or take a second job without prior written consent from IENA and the above employer. I understand that my job is considered at will and that my hours of work, duties, and responsibilities may change at the sole discretion of my employer. I understand that IENA is required to terminate sponsorship of my program if I work in a job without IENA's written authorization.

Print Name \_\_\_\_\_ Signature \_\_\_\_\_
Date \_\_\_\_\_