



## Jobs America Program 2013 Independent Job Offer

- **PARTICIPANT CANNOT BEGIN WORKING UNTIL SPIRIT VETS & APPROVES *INDEPENDENT JOB OFFER*. Failure to follow this regulation will result in participant PROGRAM TERMINATION. If terminated, participant loses work eligibility and must return home immediately.**
- Participant is prohibited to work in the following positions/companies:
  - Positions with any driving involved
  - Positions requiring overnight hours (4+ hours between 10pm – 6am)
  - Pedi cab companies
  - Traveling concessions (carnivals)
  - Staffing companies
  - Laundry companies
  - Cleaning companies
  - Construction, manufacturing, or in warehouses
  - Positions involving gambling
  - Domestic employers (gardening, babysitting)
  - Commission-based pay
  - Door to door sales positions
  - Medical/nursing/veterinary fields
  - Door to door sales positions
  - Catalogue/online sales
  - Agriculture, Forestry, Fishing, Hunting, Mining, Quarrying, or Oil and Gas Extraction
  - Chemical pest control positions
  - Boat crew member
  - Companies without a retail site or separate business address from individual's home
  - Positions that require sustained physical contact with other people and/or adherence to the Centers for Disease Control and Prevention's Universal Blood and Body Fluid Precautions guidelines (piercing, tattooing, massage, manicure)
  - Positions operating power-driven machines (meat slicer, cutting saw, etc.)
  - Camp counselor, intern or trainee - for which another J program category exists
  - Adult entertainment field
  - Independent Contractor positions
  - Any position that could bring notoriety or disrepute to the J-1 Summer Work/Travel program or endangers the participant's health or well-being
- Host Employer must:
  - Be available when contacted by Spirit to verbally confirm the terms of this *Independent Job Offer*. If Spirit cannot reach employer after 3 attempts via the contact information listed, the offer will be considered void.
  - Provide participant employment per the terms of the *Independent Job Offer*, including number of hours and housing conditions.
  - Ensure participant works alongside and interacts regularly with U.S. citizens (customers, co-workers, supervisors) ON THE JOB.
  - Pay participant at the same level as Americans in the same position, or if no other Americans in the same position, at the prevailing local wage, and according to state and federal minimum wage and overtime laws.
  - Notify participant in writing of any payroll deductions (such as rent, meals, uniform) and ensure payroll deductions adhere to state law. Both participant and Host Employer should sign notice of payroll deduction.
  - Notify Spirit when participant arrives to work site; if there are any changes to the participant's employment including but not limited to changes to their position/responsibilities/compensation; if the participant is not meeting the requirement of his/her job placement; or if participant is dismissed from or leaves the job earlier than the listed end date
  - Notify Spirit if there is an emergency involving the participant or a situation that impacts his/her welfare
  - Cover participant under Workers Compensation Insurance policy and provide Spirit with Certificate of Worker's Compensation Insurance.
  - Not displace U.S. workers, or hire J-1 International Participants after a layoff (in the past 120 days), or during a strike or lockout.
  - Arrange or suggest cultural activities for participant to attend at least once per month. Employer understands that cultural exchange between Americans and J-1 staff is a critical element of the J-1 Work/Travel program.
- Spirit Cultural Exchange may reject this job offer for any reason, including, but not limited to, insufficient proof of employer meeting Department of State regulations, labor laws, or other Spirit placement requirements.
- **Employer must attach workers' compensation certificate** (declaration page or certificate of liability, showing active policy dates) **and business license**. Spirit may also require additional documentation to thoroughly vet the *Independent Job Offer* as required by Department of State regulations.



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*Please complete all fields. Incomplete forms will be returned.*

### Participant Information

1) Last Name		2) First Name	
3) Job Title		4) Average Hours per Week	5) Starting Pay Rate
6) Job Description			
7) Overtime Rate		8) Overtime Availability	
<input type="checkbox"/> 1.5x pay rate after 40 hours/week <input type="checkbox"/> Normal pay rate (Employer exempt from overtime rate) <input type="checkbox"/> Other		<input type="checkbox"/> Overtime hours may be available, but not guaranteed <input type="checkbox"/> Overtime hours not available <input type="checkbox"/> Other	
9) How was this job opportunity identified: <input type="checkbox"/> By participant <input type="checkbox"/> By a 3 <sup>rd</sup> party. Name of 3 <sup>rd</sup> party:			

### Work Dates *Requested work dates must fall within Program Dates listed on participant DS2019 form.*

10) Requested Work Start Date	11) Work End Date
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### Host Employer Information

12) Host Company Name		13) Type of Company	
14) Employer ID Number (EIN)		15) Company Name associated with EIN	
16) Hiring Manager Name		17) Title	18) E-mail
19) Host Company Phone 1( )		20) Fax Number: 1( )	21) Website
22) Street Address		23) City	24) State
26) Mailing Address		27) City	28) State
			25) Zip code
			29) Zip code
30) Will the participant work at locations other than the address listed above? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please list all other possible work addresses below and their relationship to the Host Employer listed above. <i>If more than two alternate locations, please contact Spirit at 1 800 390 0978 for assistance.</i>			
Alternate Work Address 1		City	State
Alternate Work Address 2		City	State
			Relationship to Host Employer
			Relationship to Host Employer

### Seasonal or Temporary Need for Workers

*In no way may participants replace American workers or cover non-seasonal staffing needs. Employers with year-round, consistent staffing needs with no seasonal peaks in sales or occupancy rates are not eligible to employ J-1 Work/Travel participants. Employer may only hire participants for peak season(s). Hiring off-season violates federal program regulations. Backup data (sales summary or occupancy rates) to support seasonal need must be available to Spirit and the Department of State upon request. Federal regulation explaining seasonal requirement is as follows:*

**22 CFR §62.32(b)** *Employment is of a seasonal nature when the required service is tied to a certain time of the year by an event or pattern and requires labor levels above and beyond existing worker levels. Employment is of a temporary nature when an employer's need for the duties to be performed is a one-time occurrence, a peak load need, or an intermittent need. It is the nature of the employers' needs, not the nature of the duties that is controlling.*

31) Are the jobs that you are hiring J1 Work/Travel participants for either seasonal or temporary? <input type="checkbox"/> Yes <input type="checkbox"/> No If no, please explain: _____		
32) In the table to the right, check up to two seasons which reflect a peak seasonal or temporary need for your business over the next 12 months. If you only have one peak season, only select that one season.		<b>Season</b>
	<input type="checkbox"/>	Spring (March-May)
	<input type="checkbox"/>	Summer (May-September)
	<input type="checkbox"/>	Winter (November-March)

33) **If** you have a back-to-back seasonal need (Spring & Summer OR Winter & Spring) season, please describe how the need is seasonal and cannot be met with existing worker levels. \_\_\_\_\_

34) Are these answers complete, accurate, and based on hard data?  Yes  No

### Cultural Activities and Interaction with Americans

35) Host employer is required to arrange or offer at least 1 cultural activity per month. Describe at least two local cultural activities available to participants in the area. Please include activity or organization website:  
*These cultural activities may include, but are not limited to, events organized by the employer to mix Americans and international staff (BBQs, picnics, group trip to nearest tourist destination, etc.), volunteer opportunities in the community, cultural events organized by the town, or park district activities.*

36) Will participant have routine interactions with Americans on the job?  Yes  No If No, please explain:

37) If participants may work in housekeeping, describe what opportunities there are for interactions with Americans on the job:



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### Housing and Transportation Information

38) Is housing organized by the Host Employer or a Host Employer representative listed above?

**No.** If housing is not available through the employer, please list short-term housing option (hostel or motel) where participants can live while searching for longer-term housing option:

**Yes.** Describe the housing with as much detail as possible:

Is a housing deposit required?

No housing deposit is required.  
 Yes, a deposit is required  before/ after arrival.  
 Deposit Amount \$ . Payroll deducted\*?  Yes  No

Monthly Cost of Housing Per Person \$  
 Is the housing cost payroll deducted\*?  Yes  No  
 Other housing payment terms:  
 Approximate Cost of Utilities  
 Number of Persons per room

Deposit Refund Terms:

Housing Address: \_\_\_\_\_ OR  Housing Address To Be Assigned After Arrival

\*If deposit or rent is payroll deducted, what is the market value of the housing?  
 (Market value takes into account short-term lease, furnishings, limited rental/credit history of applicant, any included utilities, etc. if applicable.) Payroll deductions must meet state law and participant must sign payroll deduction authorization with employer.

**Student is already in the USA and lives in housing close to the work site.**

39) How will participant travel to and from work?

40) If employer provides transportation, are there any payroll deductions for transportation costs?  Yes  No

If yes, please describe transportation provided and cost \_\_\_\_\_ What is the market value of the transportation? \_\_\_\_\_

### Signatures of Agreement

I am authorized by the Host Employer to issue this offer of employment to the above named participant. The Host Employer will abide by the terms of the job offer. I certify that the preceding information is accurate and that the wages and compensation offered to the participant are equal to that offered to American counterparts in the same position and paid at the local prevailing wage according to state and federal minimum wage laws. I will ensure participant interacts with Americans (customers, co-workers, supervisors) ON THE JOB. I confirm that the Host Employer has Worker's Compensation coverage for its employees, including its J-1 Summer Work/Travel employees. If housing is arranged by me or the company listed above, I agree that one framed bed will be provided per participant, and that the housing is safe, comfortable and compliant with local, state and federal housing regulations, including ventilation, utilities and occupancy rates. If transportation is arranged, I confirm that it is reliable, affordable and convenient. I agree to notify Spirit when the named participant starts working, if there are any changes to the participant's employment including, but not limited to, changes to his/her position/responsibilities/compensation, if he/she is not meeting their job responsibilities, if he/she is dismissed from or leaves the job earlier than the end date listed above, or if there is an emergency involving the participant or a situation that impacts his/her welfare. I understand that participants must be considered employees and are not allowed to be paid as Independent Contractors. I confirm that the Host Employer has not displaced U.S. workers with J-1 participants or hired J-1 participants after a layoff (in the past 120 days), or during a strike or lockout. No monetary payment or incentives were provided to the Host Employer to hire this participant. I understand that I will be contacted by Spirit to confirm this information and that the participant may not begin work until Spirit approves this Independent Job Offer. Spirit reserves the right to reject this Independent Job Offer for any reason. If Spirit cannot reach the Host Employer after 3 attempts via the contact information listed, the offer will be considered void.

**Liability Release:** The undersigned employer agrees to the aforementioned terms of the Jobs America Program. The undersigned agrees to release, indemnify and hold harmless Spirit Cultural Exchange ("Spirit") and its affiliates, their respective directors, officers, agents and employees and each other person, if any, controlling Spirit or any of its affiliates from and against any losses, claims, damages or liabilities (or actions in respect thereof) related to or arising out of our engagement of Spirit in the present transaction or Spirit's role in connection therewith, and will reimburse Spirit and any other party entitled to be indemnified hereunder for all expenses (including counsel fees) in connection with investigating, preparing or defending any such action or claim. The undersigned will not, however, be responsible for any claims, liabilities, losses, damages or expenses to the extent that they result from Spirit's bad faith or from its gross negligence. The undersigned also agrees that neither Spirit nor any of its affiliates, nor any officer, director, employee or agent of Spirit or any of its affiliates, nor any person controlling Spirit or any of its affiliates shall have any liability (whether direct or indirect, in contract or tort or otherwise) to the undersigned for or in connection with such engagement except for any such liability for losses, claims, damages, liabilities or expenses incurred by us that result from Spirit's bad faith or gross negligence.

**Host Employer Representative Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Printed Name** \_\_\_\_\_

I have read, understand and accept the employment terms listed above. If housing is not provided, I will identify my own before or upon arrival. I understand that no compensation is given to Spirit Cultural Exchange (Spirit) for my job or housing arrangements. I understand that unforeseen changes in employment terms may occur, and additional housing or job-related fees may apply. I agree to abide by Spirit's program terms, which were/will be provided to me by my sending agent to sign before arrival. I understand that I am responsible for contacting Spirit if I need any assistance after arrival in the US. I understand that I must obtain approval from Spirit before I start working at any new employer, or my program will be terminated. I understand that failure to check-in monthly with Spirit or keep Spirit informed of any change to my employer or housing address within 7 days of the change will result in automatic program termination. I will have at least \$1,000 available to me upon arrival to cover settling in costs until I receive my first paycheck. I understand Spirit Cultural Exchange reserves the right to reject this Independent Job Offer for any reason.

**Signature of Participant** \_\_\_\_\_ **Date** \_\_\_\_\_

**Printed Name** \_\_\_\_\_

Spirit confirms as the J-1 Work/Travel visa sponsor that this job offer has been vetted and approved. Spirit also confirms that the participant possesses sufficient proficiency in the English language to participate in his/her program as confirmed through English exam and/or interview. Participant has sufficient finances to support themselves for their stay in the United States demonstrated through either a cosigning Financial Sponsor or a bank statement in participant's name totaling at least \$1000. At a minimum, Spirit will maintain a monthly schedule of personal contact with participants and will address participant concerns as they arise.

**Spirit Representative Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Printed Name** \_\_\_\_\_

Please email or fax fully completed and signed Independent Job Offer to Spirit, along with Worker's Compensation policy and Business License.