



**WISE Foundation J-1 Visa Work and Travel Host Employer Agreement of Understanding**

<b>Legal Business name:</b>	
<b>Doing Business as:</b>	
<b>Business Website:</b>	
<b>Owner / Director name:</b>	<b>Title:</b>
<b>Phone/Fax:</b>	<b>Email:</b>
<b>Complete Business Address:</b>	
<b>Complete Mailing address:</b>	
<b>Worker's Comp Policy # and Carrier:</b>	
<b>Federal Tax ID#</b>	<b>State of Business Registration:</b>
<i>Please indicate how many students your company estimates to recruit for each of the upcoming seasons.</i>	
Winter (Dec – March):	Spring (March – June):
Summer (May – Sept):	Summer/Fall (July – October):

**Purpose:**

This agreement is intended to define and describe the relationship between The Foundation for Worldwide International Student Exchange (“WISE”) and the Host Employer. This agreement is reviewed annually and if mutually agreeable, renewed to specify the variables for the current year including number of students per season, method of recruitment and any other additional term which may change annually.

This Agreement will automatically renew upon expiration and will remain in full force and effect unless terminated by either party in writing. WISE, as the sponsoring organization, must screen both employers and participants to ensure the success of the program.

**General understanding:**

The WISE Work and Travel Programs purpose is to enable the Exchange Visitor a better understanding of United States culture and society and to enhance American knowledge. As an employer for this program, or as an organization considering participation in this program, you are an important part of this cultural exchange experience. There are some key steps, in cooperation with WISE and the participants that you can take to maximize your benefit and enjoyment of the program while meeting the overall program requirements. The regulations, key steps and Host Employers’ requirements of the program are described in detail in our Host Site Manual, which has been provided to your organization.

Ensuring participants work side by side with Americans and have contact with American clientele is an integral part of the participant’s success and a requirement of the program. In addition any guidance you can give the participants regarding cultural exchange activities in your area, including but not limited to museums, sporting events, festivals, and events unique to your area will lead to further success in the program. WISE regularly provides participants with suggestions of cultural exchange activities in the areas where they are working, and requests your assistance in encouraging the participants to take part in these activities and ensuring they have the time available to do so. While not required, some employers take it upon themselves to arrange cultural

activities for their participants. These employers have found this to be a highly beneficial and enjoyable aspect of the Work & Travel Program.

1. The Host Employer understands *The Foundation for Worldwide International Student Exchange* is a U.S. Department of State designated sponsor of the Summer Work Travel J-1 Visa program.
2. The Host Employer agrees to adhere to the objectives, sponsor guidelines and government regulations of the J-1 Summer Work Travel Exchange Visitor Program (22C.F.R. Part 62).
3. I certify I am authorized by the Host Employer stated herein to extend employment offers to international participants.
4. The Host Employer agrees to allow WISE to photograph its participants for marketing and documenting purposes.
5. Host Employer maintains and extends Worker's Compensation coverage to all employees if mandated by state law.
6. Host Employer understands and agrees that WISE cannot be held liable for the performance of the participant.
7. Host Employer understands that WISE cannot guarantee continuous employment coverage in the event participant quits or is terminated.

***Guidelines for employment of J-1 Work and Travel participants:***

1. Host Employer agrees to notify WISE in case of any issues related to the welfare of the participants, or if the participants are not meeting their obligations to the Host employers.
2. In order to properly document a participant's misconduct, violation of a policy, or lack of performance, WISE encourages employers to document each infraction and share with us so that we can assist employers in managing the participant's program. If a student is terminated from employment, WISE will need all the documented infractions or write-ups, so we can properly make a decision on the student's continued sponsorship status. The following is just a suggestion on how the Host Employer company could handle the write-up process and escalation of disciplinary actions. It is not intended to replace the Host Employer's current employment policy. As a general guideline for documenting participants, WISE recommends the following process:
  - 1<sup>st</sup> warning – Verbal, counseling, training or a new explanation on how to perform the job or specific task.
  - 2<sup>nd</sup> warning – 1<sup>st</sup> written warning explaining the problem that needs immediate improvement and re-training the employee.
  - 3<sup>rd</sup> warning – 2<sup>nd</sup> written warning, explaining the deficiency, express this cannot happen again, and re-train if necessary.
  - 4<sup>th</sup> warning – 3<sup>rd</sup> and final warning, or dismissal letter. Contact WISE and send us the documentation on every stage of warnings. The WISE will contact the participant in an effort to assist the participant in being an asset to Host Sites team as well as setting them up for a successful cultural exchange experience.
  - Contact WISE and send us the documentation on every stage of warnings. WISE will contact the participant in an effort to assist the participant in being an asset to Host Sites team as well as setting them up for a successful cultural exchange experience.

3. Host Employer understands that the WISE may at any time withdraw sponsorship from any participant in the event of non-compliance with the program regulations.
4. Host Employer understands that WISE will be contacting the Host Employer on a monthly basis to check in on the students at the host site, and that Host Employer is obligated to respond to these communications and keep WISE informed of any changes to the students' job positions or status of employment with the Host Employer, as well as any other questions or concerns that the Host Employer may have.
5. Host Employer agrees that the positions offered by the Host Employer are seasonal or temporary in nature, and that Host Employer may not offer any position in the following: sales positions that require students to purchase inventory that they must sell in order to support themselves; in a domestic help position in private homes (e.g. childcare, elder care, gardener, chauffeur); as a pedicab or rolling chair driver or operator; operator of a vehicle or vessel that carries passengers for hire and/or for which a commercial drivers licenses are required; working in fisheries or any warehouse/manufacturing job; in any position related to clinical care that involves patient contact; in any position in the adult entertainment industry (including, but not limited to jobs with escort services, adult book/video stores, and strip clubs); in positions requiring work hours that fall predominantly between 10:00p.m. & 6:00a.m.; in positions declared hazardous to youth by the Secretary of Labor at Subpart E of 29 CFR part 570; in 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 (e.g., body piercing, tattooing, massage, manicure); in positions that are substantially commission-based and thus do not guarantee that participants will be paid minimum wage in accordance with federal and state standards; in positions involved in gaming and gambling that include direct participation in wagering and/or betting; in positions in chemical pest control, warehousing, catalogue/online order distribution centers; in positions with travelling fairs or itinerant concessionaires; in positions for which there is another specific J category (camp counselor, intern, trainee); after November 1, 2012, in positions in the North American Industry Classification System's (NAICS) Goods-Producing Industries occupational categories industry sectors 11, 21, 23, 31-33 numbers (set forth at [http://www.bls.gov/iag/tgs/iag\\_index\\_naics.htm](http://www.bls.gov/iag/tgs/iag_index_naics.htm)).
6. Host Employer complies with all Federal, State and Local laws regarding employment and occupational health and safety.
7. Host Employer is expected to provide program participants with the approximate number of hours of paid employment per week as agreed on the Job Offer.
8. Host Employer understands that the maximum duration for employment is 4 months as pertains to the dates stated on the participant's DS-2019 form.
9. Host Employer hereby agrees to pay international participants in accordance with minimum wage standards but not less than what is customary for US residents holding the same job. Pay rates will be equal to that of American staff with the same experience, availability, time of service, and ability.
10. Per IRS Publication 515, Host Employer can verify that participants on a J-1 Visa are considered non-resident aliens who are not subject to Social Security (FICA), Medicare or Federal Unemployment (FUTA) withholding taxes.
11. Host Employer understands the participant will apply for and obtain a Social Security number that may not be available at start of employment. The DS-2019 form and I-94 card together will provide proof of authorization to work.

12. Host Employer agrees to obtain advance permission from the participant for any payroll deductions or changes to their deductions (e.g. housing deposits and rent). Host Employer further attests that any wage deductions taken by Host Employer to cover the cost of employee housing do not violate the Fair Labor Standards Act regulations set forth at 29.CFR.531.
13. Host Employer certifies that all offered jobs are available for the entire employment period stated on the Job Offer, although conditions of employment may change due to circumstances beyond Host Employer control. Host Employers further agree to notify WISE immediately if any of the terms of the Job Offer change, as WISE will be required to re-issue new job offers and collect the participants' signatures on each Job Offer.
14. Host Employer is required to pay participants for any overtime work in accordance with state-specific and federal employment laws.
15. To assist WISE in maintaining current and accurate SEVIS records, Host Employer must promptly notify WISE when participants first arrive at Host Employer site and when they start their employment. Host Employer must also notify WISE of any changes to work address, living address (if arranged by Host Employer), and employment status of students throughout the course of the program.

***WISE commitment:***

WISE is committed to working together with the Work and Travel Host Employer and the WISE participants to ensure the success of the program for all parties involved.

1. WISE will provide the administrative resources to participants and Work and Travel Host Employers to fully understand the Work and Travel program.
2. WISE will assist the employer in structuring the program to ensure the best opportunity for a successful, sustainable program.
3. WISE will market the program to well-informed candidates, ensuring that they are making an informed and responsible choice to apply for the program.
4. WISE will represent the program effectively and accurately to participants and employers.
5. WISE will assist qualified candidates in preparing the application materials.
6. WISE will prepare participants through informational meetings, orientations and review of program materials leading up to the participant's departure.
7. WISE will issue the visa documents that will allow each participant to apply for a J-1 Work and Travel visa.
8. WISE will provide required medical insurance for each WISE participant.
9. WISE will oversee and communicate effectively throughout the application process and during the program to ensure our mutual goal of providing an excellent cultural exchange program.

***WISE support services for employers:***

In regards to recruitment, WISE offers:

- Job Fair participation to Host Employers interested in recruiting 40 or more participants per season;
- Direct recruitment where WISE representative hire participants on your behalf;
- On-line standard recruitment where you interview participants online through Skype® using webcams.

A WISE manager or local representative is available to travel to Host Employer site in case of an emergency or urgent situation and, when possible, WISE will visit the Host site during the program to assist with any issues and ensure success of the program for the participant and the Host Site.

WISE offers a direct line to a manager on duty, 24/7 toll free number (1-888-242-7456). This number and service is for participants as well as employers, and WISE is available to assist the participants and the employer throughout the program.

The WISE Foundation Work and Travel Program as set forth by the US Department of State is designed for participants to work in jobs that are seasonal or temporary in nature. Employment is of a seasonal nature when the required service is tied to a certain time of 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 [22 CFR 62.32 (b)].

1. Please explain to WISE what makes your positions seasonal or temporary in nature:

2. Which seasons do you plan on hosting participants to work for your organization?

Winter
Spring
Summer

I certify that I will only hire J1 W&T Students for the two seasons indicated above, regardless of any relationships I may have with other sponsoring agencies. Please initial

1. Has your company displaced any domestic U.S. workers at worksites where they will place program participants?    Yes                      No                                      Please initial
2. Has your company experienced any layoffs in the past 120 days and do they have any workers on lockout or on strike?    Yes                      No                                      Please initial
3. Will participants work alongside US Citizens and interact regularly with U.S. citizens to experience U.S. culture during the workday portion of their Summer Work Travel programs?  
Yes                      No                                      Please initial

In addition please provide the staffing levels you have each month. See below grid:

Month	January	February	March	April	May	June	July	August	September	October	November	December
# of Staff												

**3<sup>rd</sup> Party Employers:**

3<sup>rd</sup> party employers are companies who have contracts with condominiums, hotels and apartment complexes, and other businesses that place J-1 participants to serve as employees in these establishments are considered to be staffing agencies.

ARE YOU CONSIDERED A 3<sup>RD</sup> PARTY EMPLOYER?  YES  NO

If you answered yes then please complete the statements below verifying that you meet the requirements as set forth in 22 CFR 62.32(g) issued by the State Department:

3<sup>rd</sup> party companies are eligible to hire J-1's if the following criteria are met:

1. Participants must be employees of and paid by the staffing agencies (your company)
2. Your company must provide full time, primary, on-site supervision of the participants
3. Your company must effectively control the worksites, e.g., have hands-on management responsibility for the participants, that are directly employed by your company.

With the above being stated, I \_\_\_\_\_ an employee of \_\_\_\_\_ with the title of \_\_\_\_\_ certify that all J-1 students are paid directly by our company \_\_\_\_\_, the J-1 students will work along side American employees and they will have a supervisor employed by our company \_\_\_\_\_ on the premises at all times.

**Terms:**

The terms of this agreement shall be governed by the laws of the State of Tennessee. Any dispute between the parties to this agreement shall fall under the sole jurisdiction of the courts of Madison County, Tennessee. The prevailing party to any dispute shall be entitled to a reimbursement of cost from the non-prevailing party including any reasonable attorney's fees. Further, Employer agrees to hold WISE harmless and indemnify WISE against any third party dispute arising from this agreement.

The undersigned Host Employer is fully aware of the current U.S. State Department regulations governing the J-1 Visa Summer Work and Travel Category and agrees with the terms of the WISE Foundations Work and Travel Program. In order to proceed with the vetting process, WISE needs the following information along with this completed and signed agreement and the completed and signed WISE job offer:

1. Copy of Valid Workers' Compensation Insurance Policy. (*A certificate of insurance*)
2. Provide WISE with FEIN/Tax ID# ....Any official document with the TAX-ID# EIN, (e.g. W-9, Worker's Comp Policy, and State Registration).

3. Copy of Host Employer's business license. If a copy of a business license cannot be obtained from the state, county or city where a business operates, employers must obtain a copy of each of the following documents as identified below:

- Articles of Incorporation (required)
- A Certificate of Existence (required)
- A Certificate of Reinstatement (required, if applicable)
- A screen shot from the Dept of State's online information (required, if available) indicating that the business is in good standing.

FOR: The Foundation for Worldwide International Student Exchange

By: \_\_\_\_\_ / /  
**WISE Representative- Print Name** Signature Date

For: Host Employer

By: \_\_\_\_\_ / /  
**Host Employer- Print Name** Signature Date