

Thank you for your interest in the J-1 visa Summer Work and Travel Exchange Visitor Program. American Exchange Organization is a Department of State Designated Sponsor and is authorized to review and approve employers to participate in the program based on information collected in this form.

While we appreciate that hiring J-1 visa Participants will meet your seasonal or temporary staffing needs, the main purpose of this program is to give young people from around the world the opportunity to visit the United States and experience American culture so that they may return to their countries having built relationships with Americans and improved their English, and shared their culture with those they met in the USA. This is a foreign diplomacy program.

Please read all information carefully and answer all questions completely. Your signature and initials may be required on multiple pages and in multiple locations.

**I. Host Employer Cooperation as stated the Department of State Regulations ([22 CFR Part 62](#))**

“(o) *Host employer cooperation.* Sponsors may place participants only with host employers that agree to:

- (1) Make good faith efforts to provide participants the number of hours of paid employment per week as identified on their job offers and agreed to when the sponsors vetted the jobs;
- (2) Pay eligible participants for overtime worked in accordance with applicable State or Federal law;
- (3) Notify sponsors 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;
- (4) Contact sponsors immediately in the event of any emergency involving participants or any situations that impact their health, safety, or welfare; and
- (5) In those instances when the employer provides housing or transportation, agree to provide suitable and acceptable accommodations and/or reliable, affordable, and convenient transportation. “

Ø My company agrees in good faith to abide by the above mentioned regulations. \_\_\_\_\_ (initial)

**II. Important rules that Participants Must Follow. Failure to abide by these rules may result in immediate termination of the Participant's visa.** Employers should remind Participants of these rules.

1. Participants must contact AmerEx within 10 days of arriving to the USA.
2. Participants must validate their program in AXIS within 10 days of the start date on the DS-2019.
3. Participants are ONLY allowed to work from the start date to the end date indicated on the DS-2019.
4. Participants are NOT allowed to switch jobs or leave employment without written consent from AmerEx.
5. Participants are NOT allowed to start a second job without written approval from AmerEx.
6. Participants must notify AmerEx in AXIS within 10 days of changing housing address.
7. Participants (or employers) must notify AmerEx if the worksite address changes.
8. Participants must complete Monthly Contact Outreach Surveys. Failure to respond to 2 consecutive outreaches will result in program termination.

Ø My company agrees in good faith to encourage Participants to abide by the above mentioned rules. \_\_\_\_\_ (initial)

I confirm that the positions listed will be allocated for AmerEx participants and such participants recruited and selected by AmerEx will be extended employment with our company for the duration of their program under the conditions indicated and that I have the authority to make hiring decisions at this company. I understand the conditions of the program and explicitly agree to the following:

- (1) We are aware that each individual is participant of Summer Work and Travel (SWT) program sponsored by AmerEx allowing him/her to work in the U.S. legally for the period indicated on their DS-2019 form and that after completion of the program participants must return to their home country \_\_\_\_\_ (initial)
- (2) Our company wishes to participate in SWT program as an Employer and agrees to provide all information required by the sponsor or a U.S. consulate to vet each job offer and cooperate in this process for the duration of the program, as needed \_\_\_\_\_ (initial)
- (3) Our company will employ each participant under the terms indicated in the Job Offer with work conditions and wages equal to those provided to American counterpart, and in compliance with applicable federal and state laws, including observing pertinent minimum wage and overtime regulations \_\_\_\_\_ (initial)
- (4) If housing is provided by our company, we certify that the premises are safe, affordable and in compliance with pertinent federal and state laws \_\_\_\_\_ (initial)
- (5) Participants must apply for the J-1 visa at the U.S. consulate in his/her home country and there is no guarantee the visa will be approved; \_\_\_\_\_ (initial)
- (6) Per U.S. Department of State, AmerEx must know where each participant is at all times and employer will cooperate with AmerEx in all efforts to monitor each participant by
  - (a) Encouraging each participant to follow all AmerEx and Department of State rules and regulations
  - (b) Contacting the sponsor when the participant arrives or does not arrive on-time,
  - (c) Notifying the sponsor of any concerns about, changes in or deviations from the job/housing offer
  - (d) Notifying the sponsor if participant leaves his/her employment or housing ahead of the program end date or within 24 hours of disappearance of any participant during the program
  - (e) In case of ANY emergency involving the Participant \_\_\_\_\_ (initial)
- (7) In case of pending termination of a participant from our employ, we agree to notify the sponsor and allow ample opportunity for the sponsor to resolve any misunderstanding or minor issues with participant's performance at the job; \_\_\_\_\_ (initial)
- (8) Our company agrees that it shall not, without the written consent of the sponsor, assign or subcontract to third parties any of its obligations herein. \_\_\_\_\_ (initial)

I understand that false certification may subject me to criminal prosecution under 18. U.S.C. 1001, which reads: "Except as otherwise provided in this section, whoever, in any matter within the jurisdiction of the executive, legislative, or judicial branch of the Government of the United States, knowingly and willfully falsifies, conceals, or covers up by any trick, scheme, or device a material fact; makes any materially false, fictitious, or fraudulent statement or representation; or makes or uses any false writing or document knowing the same to contain any materially false, fictitious, or fraudulent statement or entry; shall be fined under this title or imprisoned not more than 5 years, or both."

\_\_\_\_\_  
Employer Signature

\_\_\_\_\_  
Date

Printed Name: \_\_\_\_\_



# EMPLOYER APPLICATION AND AGREEMENT J1 Work & Travel Program

*For your convenience this form allows you to type your answers. This form **MUST** be completed digitally, then printed and signed. We ask that you scan the signed form and return to AmerEx at [employers@amerex.org](mailto:employers@amerex.org) or via fax. Photographs and handwritten applications will not be accepted.*

## EMPLOYER INFORMATION

Tax ID/EIN: \_\_\_\_\_ Years in Business: \_\_\_\_\_

Registered Company Name: \_\_\_\_\_ Bus. Telephone: \_\_\_\_\_

DBA Name: \_\_\_\_\_ Business Description: \_\_\_\_\_

Company Name on Paychecks: \_\_\_\_\_ Website: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Worksite Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Main Office Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

The following contact information will be submitted to the Department of State. They will be conducting check-ins throughout the season. All employees should be familiar with the program participants and the rules of the program including the owners. Please completely fill out the following information to be used by AmerEx and the Department of State throughout the program:

Contact Person's First/Last Name: \_\_\_\_\_

Bus. Email: \_\_\_\_\_

Title: \_\_\_\_\_

Direct/Mobile #: \_\_\_\_\_

Owner First & Last Name: \_\_\_\_\_

Bus. Email: \_\_\_\_\_

Direct/Mobile #: \_\_\_\_\_

Supervisor First/Last Name: \_\_\_\_\_

Bus. Email: \_\_\_\_\_

Title: \_\_\_\_\_

Direct/Mobile #: \_\_\_\_\_

Have you worked with a SWT program before? \_\_\_\_\_

Have you worked with AmerEx before? \_\_\_\_\_

Number of Employees: \_\_\_\_\_ Number of Branches: \_\_\_\_\_

## EMPLOYER QUESTIONNAIRE

Position is seasonal.  Summer  Winter  Spring Position is temporary. \_\_\_\_\_

<p>Participants will work alongside U.S. Citizens. <input type="checkbox"/> Agree <input type="checkbox"/> Disagree</p> <p>The J-1 participants hired will not displace U.S. workers. <input type="checkbox"/> Agree <input type="checkbox"/> Disagree</p> <p>My company currently has workers on lockout or strike. <input type="checkbox"/> Agree <input type="checkbox"/> Disagree</p>	<p>My company experienced layoffs in the past 120 days. <input type="checkbox"/> Agree <input type="checkbox"/> Disagree</p> <p>Hours will not be predominately from 10 pm and 6 am. <input type="checkbox"/> Agree <input type="checkbox"/> Disagree</p> <p>Participants will not be concentrated in one location. <input type="checkbox"/> Agree <input type="checkbox"/> Disagree</p>
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Planned Cultural Activities: \_\_\_\_\_

<p>I understand a social security card is NOT required to begin work. <input type="checkbox"/> YES <input type="checkbox"/> NO</p>	<p>Do you require a drug test prior to beginning work? <input type="checkbox"/> YES <input type="checkbox"/> NO</p>	<p>I understand they may NOT drive in any position. <input type="checkbox"/> YES <input type="checkbox"/> NO</p>	<p>I understand they must work a min. of 32 hours each week. <input type="checkbox"/> YES <input type="checkbox"/> NO</p>
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## POSITION DETAILS

Position Title	\$/hr	# Jobs	\$/hr OT	Description	Requirements (English level, gender, skills etc.)

State Min. Wage: \_\_\_\_\_ \$/hr Americans make in: Position 1: \_\_\_\_\_ 2: \_\_\_\_\_ 3: \_\_\_\_\_ Pay Cycle: \_\_\_\_\_

Earliest start date: \_\_\_\_\_ Latest start date: \_\_\_\_\_ Earliest end date: \_\_\_\_\_ Latest end date: \_\_\_\_\_

**\*Please note- Participants outside of the earliest start date and latest end date will not be considered.\***

Are these dates flexible? \_\_\_\_\_ Explain: \_\_\_\_\_

[www.AmerEx.org](http://www.AmerEx.org)

### POSITION DETAILS CONTINUED:

Hrs/week Min (32 Required): \_\_\_\_\_ Max: \_\_\_\_\_ Overtime Required? \_\_\_\_\_ Overtime Available? \_\_\_\_\_

All participants need to start and end on the same day? \_\_\_\_\_ Training provided? \_\_\_\_\_ Uniform Cost to Employees: \_\_\_\_\_

Grooming  
Requirements/  
Dress Code

Employer Training  
Details: (Paid/unpaid,  
cost,duration)

Describe all other employee benefits (tips,bonuses, discounts etc.):

### HOUSING DETAILS

Is employee housing provided? \_\_\_\_\_

Will suggest housing? \_\_\_\_\_

#### Provided Housing:

#### Suggested Housing:

Complex Name: \_\_\_\_\_ Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip:  Housing Type: \_\_\_\_\_

Rent: \_\_\_\_\_ Per: \_\_\_\_\_ Deposit: \_\_\_\_\_ # Tenants Total: \_\_\_\_\_

# Bedrooms: \_\_\_\_\_ People/room: \_\_\_\_\_ # Bathrooms: \_\_\_\_\_ People/Bthrm: \_\_\_\_\_

Rent Deducted from pay?: \_\_\_\_\_ Specific utilities included: \_\_\_\_\_

Specific utilities not included: \_\_\_\_\_ Estimated cost of utilities not included: \_\_\_\_\_

Miles to work site: \_\_\_\_\_ Safe neighborhood? \_\_\_\_\_ Safe at night? \_\_\_\_\_ Safe to walk? \_\_\_\_\_

Safe to bike? \_\_\_\_\_ Deposit Return Policy: \_\_\_\_\_

#### This housing includes:

- Bed frame w/ mattress  
  Mattress only  
  Air mattress  
  Pull-out Couch  
  A/C  
 Microwave  
  Oven  
  Cutlery  
  Pots/Pans  
  Dishes  
  Internet  
  TV  
  Couch  
 Table  
  Chairs  
  Linens  
 Other: \_\_\_\_\_

I understand the participant may refuse the provided housing. \_\_\_\_\_ I understand if deducted from pay I cannot profit from housing: \_\_\_\_\_

Housing Type: \_\_\_\_\_

Complex Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Safe neighborhood? \_\_\_\_\_

Miles to worksite : \_\_\_\_\_

Public Transportation?: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Info: \_\_\_\_\_

### Transportation

Arrival Pick up? \_\_\_\_\_

Pick up contact name: \_\_\_\_\_

Contact phone: \_\_\_\_\_

Arrival airport/station: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Instructions:

Cost per person: \_\_\_\_\_

Transportation **to/from** work available?  Type: \_\_\_\_\_ Cost/day: \_\_\_\_\_ Details: \_\_\_\_\_

Transportation **to/from** SS Office?  Type: \_\_\_\_\_ Cost/day: \_\_\_\_\_ Details: \_\_\_\_\_

Weekend transportation available?  Type: \_\_\_\_\_ Cost/day: \_\_\_\_\_ Details: \_\_\_\_\_

Public transportation available?  Type: \_\_\_\_\_ Cost/day: \_\_\_\_\_ Details: \_\_\_\_\_

Public transportation pass available? \_\_\_\_\_ Is it safe to walk? \_\_\_\_\_ Minutes walking: \_\_\_\_\_

Is it safe to bike? \_\_\_\_\_ I understand that participants should no be biking on highways or dangerous/ busy roads.

### EMPLOYER SIGNATURE

Employer First/Last Name: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature

Direct Supervisor First/Last Name: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature

Participant's Name: \_\_\_\_\_

Date: \_\_\_\_\_

First day of work: \_\_\_\_\_

Last day of work: \_\_\_\_\_

Signature