

Sponsor: Educational Resource Development Trust (ERDT) • Alternate Responsible Officer: Emily Reppun  
2601 Ocean Park Blvd • Suite 322 • Santa Monica • CA • 90405  
Toll-free 800 321 3738 • www.erdworkandtravel.org • info@erdworkandtravel.org

## Part I: Employer Agreement

**Employer: Please read the below ERDT and U.S. Department of State Policies, then sign below.**

### A. I agree to ensure that:

1. All participants receive **32 hours of work per week** or more.
2. Participants never work more than 4 hours **between 10 pm and 6 am**
3. FUTA / FICA, Medicare and Social Security **will not be deducted** from this participant's paycheck
4. In the case of a negative result with E-Verify, **we will follow E-Verify's mandated procedures** for negative results
5. The participant **will be allowed to begin work** as soon as he/she has a letter from the Social Security office stating that he/she has successfully submitted an application (at this point, the participant may legally begin work).

### B. I verify that participants will never perform the below prohibited jobs or tasks while in my employment:

1. Adult entertainment, or any position that would bring the U.S. Exchange Visitor Program into disrepute;
2. Positions that require sustained physical contact with people and/or adherence to the CDC Universal Blood & Body Fluid Precautions guidelines (e.g., piercing, tattooing, massage, manicure, clinical or patient care, contaminated laundry);
3. Any position requiring a license, including any position directly involved with gambling or wagering;
4. Teacher, intern, trainee, camp counselor or physician;
5. Domestic positions in private homes (e.g., child care, elder care, gardener, housekeeper, chauffeur, personal assistant);
6. Sales positions that require participants to purchase inventory that they must sell in order to support themselves or positions that are substantially commission-based and do not guarantee minimum wage;
7. Positions with travelling fairs or itinerant concessionaires;
8. Drivers or operators of vehicles or vessels, pedicab or rolling chairs or riding on a motor vehicle outside the cab;
9. Chemical pest control, warehousing, catalogue/online order distribution centers, agriculture, forestry, timber or logging, fishing/hunting, mining/quarrying, oil/gas extraction, construction, manufacturing, wrecking/excavation/demolition, shipbreaking, roofing, forest fire fighting/ prevention, slaughtering, meat/poultry/fish packing/processing/ rendering;
10. Operating a saw-, lath-, shingle- or cooperage stock-mill; power-driven woodworking, hoisting, metal forming, punching, shearing, meat processing, bakery or paper-products machines; balers; compactors; operating circular-, band-, chain- or reciprocating-saws, guillotine shears, wood chippers, and abrasive cutting discs; in occupations involving exposure to radioactive substances and to ionizing radiations or close proximity to explosives;

### C. I understand the following:

1. Host employers may not accept **any payment or incentives** in exchange for job offers.
2. Sponsors may place participants only with host employers that agree to:
  - a. Make good faith efforts to provide participants the number of **hours** of identified on their job offers
  - b. Pay eligible participants for **overtime** worked in accordance with applicable State or Federal law;
  - c. 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**;
  - d. Contact sponsors immediately in the event of any **emergency or situation** impacting their health, safety, or welfare;
  - e. In those instances when the employer provides housing or transportation, agree to provide **suitable and acceptable accommodations and/or reliable, affordable, and convenient transportation**.
3. If a sponsor has reason to suspect that a participant is not being compensated in accordance with Federal, State or local law, **the sponsor must contact the state and/or federal Department of Labor**.
4. Participants may not work or volunteer for the **employer outside of their program dates**.
5. The participant is employed "at will" and may quit or be fired at any time. **If it is important to the employer for the participant to stay until a certain date (which may not be after his/her program end date), ERDT strongly recommends the employer pay an end-of-season bonus. ERDT cannot force a participant to stay in any job.**

Primary Supervisor Signature \_\_\_\_\_ Date \_\_\_\_\_

**IMPORTANT! Upon return of this document, please attach: (1) an unexpired copy of your Worker's Compensation Certificate that applies to the ERDT JI Work & Travel students and (2) an unexpired Business License.**

# ERDT Work & Travel Program Application 2015 - Page 2 of 5

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## Part II: Job Offer

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

Employer (as listed on participants' paychecks) \_\_\_\_\_

Name of Business Located at Job Site \_\_\_\_\_

If the business located at the job site is not the same business as is listed on the paycheck (i.e., staffing, housekeeping and lifeguarding companies), please list a person employed by the job site who can confirm the employer/job site relationship.

Name \_\_\_\_\_ Position \_\_\_\_\_ Direct Phone \_\_\_\_\_

Physical Address of Job Site \_\_\_\_\_

Phone Number \_\_\_\_\_ Employer EIN \_\_\_\_\_

Person Responsible for Hiring \_\_\_\_\_ His/Her Title \_\_\_\_\_

Direct Email \_\_\_\_\_ Direct Phone \_\_\_\_\_

Participant's Direct Supervisor \_\_\_\_\_ His/Her Title \_\_\_\_\_

Direct Email \_\_\_\_\_ Direct Phone \_\_\_\_\_

Please check all that apply. The Direct Supervisor listed above:

- Is on the payroll of "Employer" listed above
- Works full-time at the job site listed above
- Handles employee training and problem resolution
- Creates the work schedule

If any of the above 4 boxes are not checked, please list the name, phone and email of the person who fulfills this role:

Minimum wage: \$ \_\_\_\_\_ Have layoffs/strikes/lockouts occurred at this job site over the past 4 months?  Yes  No

About what percentage of all workers at this job site are U.S. residents?  Under 20%  20-50%  50-100%

How many extra workers do you typically hire for the season? \_\_\_\_\_ Starting hourly wage for a U.S. citizen: \$ \_\_\_\_\_

If pay is per-piece (i.e. room cleaned), list piece rate: \_\_\_\_\_ & hourly wage guarantee: \_\_\_\_\_

Position \_\_\_\_\_ Duties \_\_\_\_\_

Hours of work per week: Min \_\_\_\_\_ Max \_\_\_\_\_ Hourly Pay Rate \_\_\_\_\_ Overtime Pay Rate \_\_\_\_\_

Participant must arrive between (dates) \_\_\_\_\_ & \_\_\_\_\_ Work ends on (date) \_\_\_\_\_

(Recommended; not required) If participant stays until at least (date) \_\_\_\_\_ he/she will earn a \$ \_\_\_\_\_ bonus.

Not including housing, what must the participant pay the employer for upon arrival (uniform, training, equipment)? Include cost.

Does this offer of employment include housing?  Yes, and a separate housing plan is attached.  No

**I verify that all of the above information is true, and understand that the providing of false information may implicate me in visa fraud, a federal offense punishable by up to 10 years in prison.**

Primary Supervisor Signature \_\_\_\_\_ Date \_\_\_\_\_

**I have read, and fully understand the terms of the job offer on this page. I understand that I am not under contract, and am employed at-will. If the employer does not meet the terms above, ERDT will help me work things out with my employer and/or find a new or second job. I understand that if I do not arrive at this job by the date on my DS-2019 form, and work there for at least 2 weeks, ERDT must terminate my program due to U.S. Government regulations.**

Participant Signature \_\_\_\_\_ Date \_\_\_\_\_