



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

Legal Business name:	
Doing Business as:	
Business Website:	
Owner / Director name:	Title:
Phone/Fax:	Email:
Complete Business Address:	
Complete Mailing address:	
Worker's Comp Policy # and Carrier:	
Federal Tax ID#	State of Business Registration:
<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.

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 Program’s purpose is to enable the Exchange Visitor a better understanding of the culture and society of the United States and to enhance American knowledge of other cultures and perspectives. As a host 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 provide 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. Host employers are expected to arrange cultural exchange activities for their J-1 participants, such as company picnics, trips to nearby sites and attractions, cultural meals,

etc. Providing these opportunities for the participants significantly contributes to their experience in the U.S., their perception of Americans, and to the mutual enjoyment of and benefit from the program for both participants and employers. As we tell the students, the focus of this program is not their job, but their cultural exchange and life experiences, which they get to share with their employers and coworkers. Having all parties invested in the cultural exchange purpose of the program, from overseas agents and students to sponsors and host employers, provides everyone the opportunity to fully and successfully experience the program as it was meant to be, and further opens doors for peaceful global communication and exchange of ideas and perspectives.

Below are key points to understand about the program and your role as a host employer:

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. The Host Employer understands that WISE will be sending a host employer manual and numerous educational emails to assist Host Employer in preparing for the program. Host Employer agrees to read the manual and the educational emails and ask any questions that arise in preparation for a successful cultural exchange program.
6. Host Employer maintains and extends Worker's Compensation coverage to all employees if mandated by state law, and if Worker's Compensation coverage is required, the Host Employer will ensure that WISE is named as an additional insured on the policy.
7. Host Employer understands and agrees that WISE cannot be held liable for the performance of the participant.
8. Host Employer understands that WISE cannot guarantee continuous employment coverage in the event participant quits or is terminated.
9. Host Employer understands and agrees that the purpose of the program is cultural exchange, and that the host employer is expected to play an important role in this both by providing employment for the participant and by helping to facilitate cultural exchange opportunities and activities, which WISE will assist with.

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

1. Host Employer agrees that J-1 Work and Travel participants should be treated the same as regular employees in regards to hours, pay, disciplinary issues, recognition, and interaction in the workplace.
2. Host Employer agrees to notify WISE in case of any issues related to the welfare of the participants, or if participants are not meeting their obligations to the host employers.
3. 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 that 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:

- 1st warning – Verbal, counseling, training or a new explanation on how to perform the job or specific task.
 - 2nd warning – 1st written warning explaining the problem that needs immediate improvement and re-training the employee.
 - 3rd warning – 2nd written warning, explaining the deficiency, express this cannot happen again, and re-train if necessary.
 - 4th warning – 3rd and final warning, or dismissal letter.
 - 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 the Host Site team as well as setting them up for a successful cultural exchange experience.
4. Host Employer understands that WISE may at any time withdraw sponsorship from any participant in the event of non-compliance with the program regulations.
 5. Host Employer understands that WISE will be contacting the Host Employer on a regular 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, status of employment with the Host Employer, any cultural exchange activities which the Host Employers has facilitated for participants, as well as any other questions or concerns that the Host Employer may have.
 6. 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 driver's 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).

7. Host Employer complies with all Federal, State and Local laws regarding employment and occupational health and safety.
8. 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.
9. 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.
10. 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.
11. 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.
12. 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.
13. 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.
14. 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's control. Host Employer further agrees 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.
15. Host Employer is required to pay participants for any overtime work in accordance with state-specific and federal employment laws.
16. 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.
17. Host Employer understands and agrees that neither Host Employer nor any managers, supervisors, other staff members, etc. should at any time talk to the participants about their visas, or make any threats of any nature against their visa statuses or ability to participate in the program. Host Employer understands that neither they nor the WISE Foundation have any right or ability to change a participant's visa status, and no comments on the topic should be made to the participants at any time. Any questions about the participants' visas should be directed solely to the WISE Foundation.
18. Host Employer understands that all J-1 Work and Travel Participants are required to communicate with their sponsor (WISE) on a monthly basis. Host Employer understands and agrees that in the event that a participant does not fulfill the monthly communication, WISE will contact the Host Employer in an effort to communicate with the participant. If the participant still does not communicate with WISE for that month, WISE will have to withdraw sponsorship from the participant, and he/she will no longer be authorized to work.

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 thoroughly vet the host employer to verify the employer's qualification for participation in the program, and consistently and clearly communicate with the host employer throughout this process.
3. WISE will assist the employer in structuring the program to ensure the best opportunity for a successful, sustainable program.
4. WISE will market the program to well-informed candidates, ensuring that they are making an informed and responsible choice to apply for the program.
5. WISE will represent the program effectively and accurately to participants and employers.
6. WISE will assist qualified candidates in preparing the application materials.
7. WISE will prepare participants through informational meetings, orientations and review of program materials leading up to the participant's departure.
8. WISE will issue the visa documents that will allow each participant to apply for a J-1 Work and Travel visa.
9. WISE will provide required medical insurance for each WISE participant.
10. 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.
11. WISE will prepare Host Employer for a successful program via host employer manual and weekly educational emails. Topics covered include but are not limited to: new visa regulations, Social Security issues, how to manage issues, and structuring a cultural exchange program.
12. WISE will assist Host Employer in planning and arranging cultural exchange opportunities and events for students.
13. WISE will communicate with participants and host employers on a regular basis. Participants are required to communicate with WISE at least once a month, and in the event that a participant does not communicate with WISE, WISE will contact the Host Employer for assistance in communicating with the participant. WISE will also communicate regularly with the Host Employer about the participants' employment status, progress, and cultural exchange opportunities and activities that the Host Employer has facilitated.

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 the 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 participants and the Host Site.

WISE is available to assist the participants and the employer throughout the program. 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.

Proceeding with Host Employer Cooperation

If you are ready to become a host employer with the Summer Work & Travel Program, please read the statements below and complete the information, signing where requested. This information must be complete in order for WISE to proceed with vetting your documents.

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. Please provide specific information as to why your positions qualify for placement:

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

Winter

Spring

Summer

3. Please provide the staffing levels you have each month by filling out the grid:

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

4. Please carefully review the statements below and provide the following information about your company:

- Has your company displaced any domestic U.S. workers at worksites where they will place program participants? YES NO
- Has your company experienced any layoffs in the past 120 days and do they have any workers on lockout or on strike? YES NO
- 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

5. Please read the below information carefully and answer as to whether or not your company qualifies as a 3rd party employer. If you check “no” because your company does not qualify, please proceed to “Agreement and Signature” on page 8. If you checked “yes,” please fill in the requested information in this section before proceeding to the next section.

3rd Party Employers:

3rd 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 3RD PARTY EMPLOYER? YES NO

*If you answered no, please skip down to “Agreement and Signature.”

*If you answered yes, 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:

3rd 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 alongside American employees and they will have
a supervisor employed by our company _____ on the premises at all times.

I, _____, of the company _____, am fully aware of the current U.S. State Department regulations governing the J-1 Visa Summer Work and Travel Category and I agree with the terms of the WISE Foundation Work and Travel Program. I understand and agree that as a Host Employer, I am providing J-1 Summer Work and Travel Participants with the opportunity to work a part-time, seasonal/temporary job in the U.S., which funds their living expenses while they experience other cultures. I understand and agree that I am expected to participate in this cultural exchange experience along with the students and facilitate opportunities for them at work and in the local area. I understand and agree that I will remain in regular communication with WISE throughout the program and will immediately inform WISE of any changes to the participant's employment status or conditions. I also understand and agree that I must provide the vetting documents below with complete and accurate information in order to become a Host Employer with the WISE Work and Travel Program:

1. This completed and signed WISE Foundation Host-Employer Agreement.
2. A completed and signed WISE Foundation Job Offer.
3. Copy of Valid Workers' Compensation Insurance Policy. (*A certificate of insurance*)
4. 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).
5. 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.

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 costs from the non-prevailing party including, but not limited to, any reasonable attorney's fees. Further, Employer agrees to hold WISE harmless and indemnify WISE against any third party dispute arising from this agreement as well as any claim for Worker's Compensation benefits.

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