

# ERDT Work & Travel Program Application 2016 - Page 1 of 2

Sponsor: Educational Resource Development Trust (ERDT) · Alternate Responsible Officer: Emily Reppun  
2601 Ocean Park Blvd Suite 322, Santa Monica, CA 90405 · 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. Should this agreement be violated, ERDT reserves the right to report the employer to local authorities & the U.S. Department of State.**

### 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. Department of State 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. Sponsors may place participants only with host employers that agree to the below.
  - a. Provide participants the number of **hours** of identified on their job offers;
  - b. Pay **overtime** in accordance with applicable State or Federal law;
  - c. Promptly notify sponsors when participants **arrive** to begin their programs; when there are any **changes** in the job placements; when participants are **not meeting the requirements** of their job placements; and/or when participants **leave their positions**;
  - d. Notify sponsors immediately in the event of any **emergency situation** impacting participants' 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**.
2. Host employers may not accept **any payment or incentives** in exchange for job offers.
3. If a sponsor has reason to suspect that a participant is not being compensated in accordance with all laws, **the sponsor must contact the applicable authorities, and/or direct the participant to small claims court**.
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.**

Which person or company connected you with this student? \_\_\_\_\_

What other services will this person/company provide? \_\_\_\_\_

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

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## Part II: Job Offer

Anyone intentionally providing false information on this form may be implicated in visa fraud, a federal offense punishable by up to 10 years in prison.

**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.**

Employer (as listed on paycheck) \_\_\_\_\_ EIN \_\_\_\_\_

Job Site Name & Address \_\_\_\_\_

*This address must be exactly where the student will begin work at the start of the summer, as the U.S. Dept. of State conducts unannounced employer visits to ensure students are where reported. However, you may report a job site change to ERDT at any time after the student arrives.*

Person Responsible for Hiring/Recruiting \_\_\_\_\_ Title \_\_\_\_\_

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

Participant's Direct Supervisor \_\_\_\_\_ Title \_\_\_\_\_

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

Does this Direct Supervisor create the schedule? \_\_\_\_\_ If no, please list who does:

Name \_\_\_\_\_ Title \_\_\_\_\_ Email \_\_\_\_\_

Is the Direct Supervisor on the payroll of "Employer" listed above?  Yes  No

Does the Direct Supervisor work full-time at the job site address listed above?  Yes  No

Your area's minimum wage \$ \_\_\_\_\_ Has this job site had layoffs/strikes/lockouts in the past 4 months?  Yes  No

How many workers at this job site are U.S. residents?  0-20%  20-50%  50-100%

Participant Name \_\_\_\_\_ Country \_\_\_\_\_

Position \_\_\_\_\_ What is your starting wage for U.S. citizens in this position? \$ \_\_\_\_\_

Duties \_\_\_\_\_

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

*After the first week, employers may never schedule a participant for less than 32 hours per week, unless ERDT has been notified in advance.*

Will the participant ever be required to work a shift of more than 4 hours between 10 pm and 6 am?  Yes  No

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

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.

*The participant is employed "at will" and may quit or be fired at any time after 3 weeks. ERDT is not allowed to force a participant to stay in a job.*

What must the participant bring? \_\_\_\_\_

What must the participant pay you for? How much? When? How will the payment(s) be made? \_\_\_\_\_

**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 3 weeks, ERDT must terminate my program due to U.S. Government regulations.**

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