

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 the number of hours agreed to in the job offer;
- 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.

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

- 1. Adult entertainment, piercing, tattooing, massage, manicure, clinical/patient care, contaminated laundry;
- 2. Any position requiring a license, including gambling or wagering;
- 3. Teacher, intern, trainee, camp counselor;
- 4. Positions in private homes (child or elder care, gardener, housekeeper, chauffeur, personal assistant);
- 5. 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;
- 6. Positions with travelling fairs or itinerant concessionaires;
- 7. Chemical pest control, warehousing, catalogue/online order distribution centers, agriculture, forestry, timber, logging, fishing, hunting, mining, quarrying, oil or gas extraction, construction, manufacturing, wrecking, excavation, demolition, shipbreaking, roofing, forest fire fighting or prevention, or the slaughtering, rendering, processing or packing of meat, poultry or fish packing.
- 8. Operating any kind of mill, saw, power-driven woodworking, hoisting, metal forming, punching, shearing, bakery or paper-products machines; balers; compactors; guillotine shears, wood chippers, and abrasive cutting discs; in occupations involving exposure to radioactive substances or close proximity to explosives;
- 9. Non-seasonal positions, or any positions where participants would displace U.S workers;
- 10. At a staffing company that does not provide full-time, on-site primary supervision of the participants.

C. I understand the following:

- 1. Sponsors may place participants only with host employers that agree to:
 - a. Not accept any payment or incentives in exchange for job offers;
 - b. Provide participants the number of **hours** identified on their job offers;
 - c. Pay **overtime** in accordance with applicable State or Federal law;
 - d. Notify ERDT if the job is changed or canceled, at emily@erdworkandtravel.org.
 - e. Notify ERDT in the event of any emergency or situation impacting the students’ health, safety, or welfare, at (424) 259-1192 (available 24 hours a day for emergencies).
- 2. If the employer provides housing and/or transportation, it must be safe, reliable, affordable, and convenient.
- 3. If a sponsor has reason to suspect that a participant is not being compensated in accordance with the law, **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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Sponsor: Educational Resource Development Trust (ERDT) • Contact Person: Emily Reppun
2601 Ocean Park Blvd Suite 322, Santa Monica, CA 90405 • 424-259-1192 • www.erdtdworkandtravel.org • emily@erdtdworkandtravel.org

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 enclose: (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.

Employer Mailing Address _____

Person Responsible for Hiring/Recruiting _____ Title _____

Direct Email _____ Direct Phone _____

Participant's Direct Supervisor _____ Title _____

Direct Email _____ Direct Phone _____

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

Does this 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 _____

Average hours of work per week: _____ Hourly Pay Rate _____ Overtime Pay Rate _____

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? _____

This offer of employment includes housing and I will also be submitting the document "Housing Plan – Employer."

What, if any, cultural activities will you organize? _____

I verify that all of the above information is true and agreed to.

Employer Representative Signature _____ Date _____

I have read, and fully understand the terms of the job offer on this page. I understand that 1) I am not under contract, and am employed at-will 2) 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 3) 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 4) My work hours may be lowered or eliminated if I do not follow my employer's policies, or under special circumstances such as natural disasters, weather conditions, shortage of tourism or economic effects beyond the control of the employer.

Participant Signature _____ Date _____