

SIGNATURE SERVICES

FOOD SERVICE MANAGEMENT

Host Employer Agreement

Legal Business Name:	
Business Website:	
Owner/Director name:	Title:
Phone/Fax:	Email:
Complete Business Address:	
Complete Mailing Address:	
Worker's Comp Policy number and Carrier:	
Federal Tax ID Number:	State of Business Registration:
Please indicate how many students your company estimates to recruit for each of the upcoming seasons:	
Spring (March-June):	Summer (May-Sept):

Agreement:

This agreement is intended to define and describe the relationship between Signature Services 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 additional terms which may change annually. This agreement will remain in full effect unless terminated by either party in writing. Signature Services, as the sponsoring organization, must screen both employers and participants to ensure the success of the program.

The Summer Work and Travel Program is a cultural exchange program with a work component. As an employer for this program you are an important part of this cultural exchange experience. There are some key steps, in cooperation with Signature Services and the participants that you can take to maximize your benefit and enjoyment of the program while meeting the overall program requirements.

The participants must work side by side with Americans and have contact with American clientele as an integral part of the participant's success and a requirement of the program. In addition any guidance you can give 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 enhance the cultural exchange component of the program. Signature Services 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. If you are involved in any community activities or volunteer work in your area please include the participants as this is a great way for them to not only be involved but also give back.

Some employers take it upon themselves to arrange cultural activities for their participants. These employers have found this to be a highly beneficial and enjoyable aspect of the Work and Travel Program.

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

- The host employer understands that Signature Services is a designated sponsor by the U.S Department of State for the Summer Work Travel J-1 Visa program.
- The host employer agrees to adhere to the sponsor guidelines, and government regulations of the J-1 Summer Work Travel Exchange Visitor Program (22 C.F.R Part 62)
- I certify that I am authorized by the host employer stated herein to extend employment offers to international participants.
- The host employer agrees to allow Signature Services to photograph its participants for marketing and documenting purposes.
- Host employer maintains and extends Workers Compensation coverage to all employees if mandated by state law.
- Host employer understands and agrees that Signature Services cannot be held liable for the performance of the participant.
- Host employer understands that Signature Services cannot guarantee continuous employment coverage in the event participant quits or is terminated.
- Host employer agrees to notify Signature Services in case of any issues related to welfare of the participants, or if the participants are not meeting their obligations to the host employer.
- In order to properly document a participant's misconduct, violation of a policy, or a lack of performance, Signature Services encourages employers to document each infraction and share with us so that we can assist employers in managing the participant's program. If a participant is terminated from employment, Signature Services will need all the documented infractions or write-ups, so we can properly make a decision on the student's continued sponsorship status. This is not intended to replace the host employer's current employment policy; however a general guideline for documenting participants, Signature Services recommends the following process.
 1. 1st warning- Verbal, counseling, training or reestablish expectation of how to perform job or specific task.
 2. 2nd warning- 1st written warning, explaining the problem that needs immediate improvement and retraining the employee. Make participant aware of consequences of not improving performance.
 3. 3rd warning- 2nd written warning, explaining the deficiency, express this cannot happen again, and retrain if necessary. Let them know the next step could lead to termination.
 4. 4th warning- 3rd and final warning or a dismissal letter. Contact Signature Services and send them the documentation on every stage of warnings.
- Host employer understands that Signature Services may at any time withdraw sponsorship from any participant in the event of non-compliance with the program regulations.
- Host Employer understands that Signature Service will be contacting the host employer on a monthly basis to check in on the students at the host site, and that host employer is obligated to respond to these communications, and keep Signature Services informed of any changes to the students' job positions or status of employment with the host employer, as well as any other questions or concerns that the host employer may have.

- 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 positions in the following: sales positions that require students to purchase inventory that they must sell in order to support themselves; in a domestic help positions in private homes (e.g., childcare, elder care, gardener, chauffeur); as a Pedi cab or rolling chair driver; operator of a vehicle or vessel that carries passengers for hire and/or for which 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 11:00pm and 6:00am; in positions declared hazardous to youth by the Secretary of Labor and Subpart E of 29 CFR part 570; in positions that require sustained physical contact with other people and/or adherence to the center of 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 traveling fair or itinerant concessionaries; in positions for which there is another specific J category (camp counselor, intern, trainee).
- Host employer must comply with all Federal, State and Local laws regarding employment and occupational health and safety. Host employer agrees to pay international participants in accordance with minimum wage standards, but not less than what is customary for U.S 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.
- Host employer is expected to provide participants with a minimum of 32 hours or greater hours of paid employment per week as agreed on the Job Offer.
- Host employer understands that the participant can only work during the dates stated on their DS-2019 form.
- Per IRS Publication 515, host employer can verify that participants on a J-1 Visa are considered nonresident aliens who are not subject to a Social Security (FICA), Medicare or Federal Unemployment (FUTA) withholding taxes.
- Host employer understands the participant will apply for and obtain a Social Security number that may not be available at start of employer. The DS-2019 form and I-94 form together will provide proof of authorization to work.
- 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 employers further attest 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.
- Host employer certifies that all jobs are available for the entire employment period stated on the job offer. Host employer agrees to notify Signature Services immediately if any of the terms of the job offer change (due to circumstances beyond the host employer's control) as Signature Services will be required to re-issue new job offers and have the participants' signatures on any new or revised job offers.
- Host employer is required to pay participants for any overtime work in accordance with state and federal employment laws.

- Host employer will assist Signature Services in maintaining current and accurate SEVIS records; host employers must promptly notify Signature Services when participants first arrive at host employer's site, and when they start their employment. Host employer must also notify Signature Services of any changes to work address, living address (if arranged by host employer), and employment status of students throughout the course of the program.

Signature Services' Commitment:

Signature Services is committed to working together with the employer and the Work and Travel participants to ensure the success of the program for all parties involved.

- Signature Services will provide the administrative resources to the participants and the host employers to ensure the success of the Summer Work and Travel program.
- Signature services will pre-screen participants to ensure that they understand the program and are making a responsible choice to participate in the program.
- Signature Services will represent the program accurately to participants and employers.
- Signature services will assist qualified candidates in preparing application materials.
- Signature Services will issue the visa documents that will allow each participant to apply for the Summer J-1 Work and Travel Program Visa.
- Signature Services requires each participant to have medical insurance for the duration of time spent in America.
- Signature Services will oversee and communicate with the participant throughout the application process and during the program to ensure our mutual goal of providing and excellent cultural exchange program.
- Signature Services plans site visits while the participants are on location in order to assist with any issues and ensure success of the program.
- Signature Services plans site visits while the participants are on location in order to assist with any issues and ensure success of the program.
- Signature Services has a representative who is available to travel to host employer site in case of an emergency or urgent situation.

Recruiting Participants:

In regards to recruitment, Signature Services suggests that host employer interviews participants via skype to review job expectations prior to job offer being made. It is best that they hear directly from you about the job as you can set the standard you require from the beginning. It is recommended that you continue communication with the participants prior them arriving to help answer any questions about their job while they are in the process of preparing for their travels. Signature Services will assist host employers in communicating with the participants to help in the success of the summer work travel program. It is our goal to make this opportunity as transparent as possible by give the participants as much detailed information as possible prior to their arrival, leaving all parties with a clear expectation.

The Signature Services Summer 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 services 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)]

Please Explain to Signature Services what makes your positions seasonal or temporary in nature:												
Which seasons do you plan on hosting participants to work for your organization?												
Spring Summer												
I certify that I will only hire J-1 Work and Travel Students for the seasons indicated above, regardless of any relationship I may have with other sponsoring agencies. Please initial _____												
Has your company displaced any domestic U.S. workers at worksites program participants will be placed? Yes <input type="checkbox"/> No <input type="checkbox"/> Please initial _____												
Has your company experienced any layoffs in the past 120 days, and do you have any workers on lockout or strike? Yes <input type="checkbox"/> No <input type="checkbox"/> Please initial _____												
Participants will work alongside/interact regularly with U.S citizens to experience U.S culture during the workday portion of their Summer Work Travel programs. Please initial _____												
Please provide the staffing levels you have each month.												
Month	Jan	Feb	March	April	May	June	July	Aug	Sep	Oct	Nov	Dec
# of staff												

Please list the names and complete addresses of all possible different work locations. In addition please describe the facilities (e.g retail facility with 17 employees):

3rd Party Employers:

Please list the name of the locations, your onsite supervisor, and contact information for all sites you plan to place participants that meet criteria of a 3rd party employer:

3rd party employers are companies who have contracts with condominiums, hotels, and apartment complexes, and other business that place J-1, SWT participants to serve as employees in these establishments.

Are you considered a 3rd party employer? Yes No

If you answered yes then 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:

Please include copies of your current contracts

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 3rd party employer (your company)
2. Your company must provide full time, primary, on-site supervisions of the participants
3. Your company must effectively control the worksites, e.g., have hands-on management responsibility for the participants, which are directly employed by your company

With the above being stated, I _____ an employee of _____ with the title of _____ certify that all J-1 SWT participants are paid directly by our company _____, the J-1 SWT participants will work alongside American employees and they will have a supervisor employed by our company _____ on the premises at all times.

Host Employer Agreement Terms:

I acknowledge the fact that I have read and understand the terms of this agreement. The terms of this agreement shall be governed by the laws of the state of Texas. Any dispute between parties to this agreement shall fall under the sole jurisdiction of the courts of Dallas County, Texas. The prevailing party to any dispute shall be entitled to a reimbursement of cost from the non-prevailing party including any reasonable attorney’s fees. Further, employer agrees to hold Signature Services harmless and indemnify Signature Services against third party dispute arising from this agreement.

The undersigned host employer is fully aware of the current U.S State Department regulations governing the J-1 Visa Summer Work and Travel Category and agrees with the terms of Signature Services Summer Work and Travel Program. In order to proceed with the vetting process, Signature Services needs the following information along with this completed and signed agreement and the completed and signed Signature Services job offer:

- Copy of valid workers compensation insurance policy. (certificate of insurance)
- Any official document containing your businesses’ FEIN/Tax ID# (e.g. W-9, workers compensation policy, or state registration)
- 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, employer must obtain a copy of each of the following documents as identified below:
 - Articles of Incorporation (required)
 - Certificate of Existence (required)
 - Certificate of reinstatement (required if applicable)
 - Screen shot from the Department of State’s online information (required if applicable) indicating the business is in good standing.

Host Employer authorized to sign agreement
Print Name

_____/_____/_____
Date

Host Employer authorized to sign agreement
Signature

_____/_____/_____
Date

Signature Services Representative
Signature

_____/_____/_____
Date