



# WORK & TRAVEL USA JOB OFFER

A Cultural Exchange Program - Summer 2018

## EMPLOYER INFORMATION (ALL FIELDS REQUIRED. Worker's compensation and business license documentation will be required by email or fax for processing.)

Company name:			Phone:
d/b/a (if applicable):			Fax:
Street:			TaxID/EIN:
City:	State:	Zip:	Website:
Worker's Comp (WC) Provider:			WC Policy #:

We agree to provide proof of worker's compensation insurance (or exemption from requirement) and business license as part of the vetting and approval process.  Yes  No

Note: For the business license requirement, a qualifying document is typically a certificate/permit/license issued by the state, county, or city, which authorizes you to conduct business and is renewed on an annual basis. For any questions regarding qualifying documents, please call our dedicated toll-free employer line at 866-351-9949.

What does your company do:

Worksite address (if different from above) Street:		
City:	State:	Zip:
Nearest major city:		Distance to nearest major city:
Total number of international students at this location:		Total number of all employees at this location:

Which other J-1 sponsor companies are you using to provide seasonal help?

Offer made to (student name):		
Dates of employment (DD/MM/YYYY): Maximum of four (4) months	From:	To:
<input type="checkbox"/> We have previously employed this Exchange Visitor.	Name of Previous Sponsor:	
Supervisor's name:	Supervisor's title:	
Supervisor's phone:	Supervisor's email:	Off-season phone:

## JOB INFORMATION

Student job title:	Is this a seasonal position? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Please describe the seasonal nature of this position:		
Job description:		
Wage per hour:	Tips? <input type="checkbox"/> Yes <input type="checkbox"/> No	Estimated weekly wage including tips:
Average number of hours per week:	Is an end-of-season bonus available? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If yes, please provide details:		
Overtime required? <input type="checkbox"/> Yes <input type="checkbox"/> No	Overtime available? <input type="checkbox"/> Yes <input type="checkbox"/> No	Overtime wage per hour:
State minimum wage per hour (if greater than federal):	Wage pay schedule: <input type="checkbox"/> Weekly <input type="checkbox"/> Bi-weekly <input type="checkbox"/> Monthly	
Are meals provided during shift? <input type="checkbox"/> Yes <input type="checkbox"/> No	Cost to student for meals? <input type="checkbox"/> Yes <input type="checkbox"/> No	Estimated cost of meals:
Additional Wage Provisions/Deductions: Identify any training costs, equipment or uniform fees, or additional paycheck deductions.		
Supplies required: Identify any uniforms, supplies, or equipment the student must supply.		

What opportunities will the participant have to experience U.S. culture locally or through the workplace?

## HOUSING INFORMATION

Who Provides Housing? <input type="checkbox"/> Employer <input type="checkbox"/> Participant <input type="checkbox"/> International Representative (Rep initials: _____)		
Housing address:		
Cost of housing per week:	Estimated cost of utilities:	Housing deposit:
Is housing furnished? <input type="checkbox"/> Yes <input type="checkbox"/> No	How many people share a house?	How many people share a room?
Distance from job site:	Transportation provided: <input type="checkbox"/> Yes <input type="checkbox"/> No	Cost of transportation:
Estimated commute time:	Type of transportation:	
If housing not provided, will you assist participant in finding house? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Other housing recommendations:		
Distance from job site:	Estimated cost of housing:	Estimated cost of transportation:



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## EMPLOYER SECTION

### TERMS AND CONDITIONS

The undersigned Employer agrees to the following conditions:

- I am an authorized representative of the company named on this document with authority to enter into this agreement.
- We acknowledge the aims and objectives of the CIEE Work & Travel USA program as a U.S. Department of State authorized Exchange Visitor Program, with the purposes of providing cultural exchange opportunities to qualified foreign students, and advancing the public diplomacy goals of the United States.
- We understand that the J-1 Exchange Visitor Program is intended to provide educational and cultural exchanges and thus agree to provide at least one cultural exchange opportunity to participants at our location for each hiring season.
- We will adhere to all applicable regulatory provisions that govern this program, and all CIEE policies which relate thereto.
- We warrant that the relationship between the employer and student will comply with all Federal, State and Local laws regarding employment and occupational health and safety.
- I understand that federal statutes such as Title VII of the Civil Rights Act of 1964, the Immigration Reform Act of 1986 and the Immigration and Nationality Act, as well as a large number of state statutes prohibit discrimination in the hiring of foreign nationals. This means that in virtually all cases, it is illegal for an employer and for a sponsor such as CIEE to engage in discrimination based on national origin, gender, race, religion, etc.
- The salary and other terms of employment meet or exceed all federal, state, and local minimum wage and overtime requirements and, to my knowledge, are commensurate with those of our U.S. employees.
- This participant will be covered by Worker's Compensation insurance or we are exempt by state law from this requirement.
- This participant will be an employee, not an independent contractor.
- I understand that participants may undertake a period of employment of no more than four months.
- The job we are offering is the result of a one-time occurrence, a peak seasonal need, or an intermittent need and will not displace year-round positions for American workers.
- I understand that hiring year-round for non-seasonal positions is inconsistent with the intent of the Summer Work Travel program. I have disclosed to CIEE our seasonal hiring needs and the full-range of our use of J-1 programs through any sponsor.
- I understand that we are not permitted to employ J-1 Summer Work Travel participants if we have experienced layoffs within 120 days of the participant's employment, and/or if we currently have workers on lockout or on strike. We agree to notify CIEE immediately should these situations occur at our company prior to the end of this participant's employment.
- Neither we nor I have accepted compensation from any party in return for offering this job.
- We have fully explained the terms of employment and job details to this participant.
- I understand that the Department of State requires CIEE to vet all potential host employers according to the regulations of the J-1 Summer Work Travel Program.
- We understand that this job offer is not valid until vetted and approved by CIEE, and the participant cannot work at my company without written approval from CIEE. I agree to cooperate with CIEE in this process.
- We agree to provide proof of worker's compensation insurance (or exemption from requirement) and business license as part of the vetting and approval process.
- If our job offer includes housing, the housing we provide will meet all applicable local laws and regulations, including those with respect to ventilation, utilities, and occupancy rates. I understand CIEE reserves the right to vet housing to be provided to participants.
- We further attest that any wage deductions we will take to cover the cost of employee housing does not violate the Fair Labor Standards Act regulations set forth at 29.CFR.531. We further agree to obtain advance permission in writing from the student for any payroll deductions or changes in deductions.
- We understand that CIEE is responsible for maintaining contact with participants throughout their program.
- I understand that I may view all fees charged to CIEE participants by visiting <https://www.ciee.org/partner/employers/work-travel-usa/fee-disclosure>.
- We agree to notify CIEE of participant arrivals, failure of any participant to arrive as expected, performance issues, significant changes to employment terms, if any participant leaves before his/her scheduled end date, any emergency involving participants, or any situation that impacts the welfare of participants.
- The job we are offering is not listed as prohibited by CIEE in the link detailed below — <https://www.ciee.org/partner/employers/work-travel-usa/regulations>.
- We understand that the student will apply for and obtain a Social Security number that may not be available at the start of employment. The DS-2019 Form and I-94 card together will serve as proof of authorization to work.
- We agree to comply with J-1 Summer Work Travel program regulations, as set forth in 22 CFR 62.32, available through the U.S. Department of State's J-1 website (<http://jvisa.state.gov/sponsors/current/regulations-compliance>), or notify CIEE immediately of our inability to do so.
- We will indemnify and hold CIEE harmless against any claims, liability, damages, or costs incurred by reason of any act, error or omission of the employer or its agents.

Name of person completing this form:

Title:

Signature:

Date (DD/MM/YYYY):

## PARTICIPANT SECTION

Name:

Atlas ID:

Email address:

Phone:

CIEE Representative:

Country of residence:

### TERMS AND CONDITIONS

By signing below, I indicate my understanding and agreement with the following terms:

- This job offer is not valid until vetted and approved by CIEE. I understand that CIEE is responsible for vetting employment for program participants and reserves the right to deny any job offer according to the current and/or anticipated rules, regulations, and intent of the J-1 Summer Work Travel program. I understand that CIEE must provide written approval prior to my starting to work at this company.
- Any position offered to me is not a firm, irrevocable offer and may be revoked at any time before I commence employment.
- In the event that the employer revokes this offer, CIEE will assist me in my effort to find alternative employment, but CIEE makes no guarantee that its effort will be successful.
- I will be an employee-at-will, and my employment relationship may be terminated at any time for any reason as permitted by law by the employer.
- I fully understand the job offered above. I have reviewed all information related to this position, as provided to me by the employer, CIEE and/or CIEE Representative.
- I understand that neither the employer nor CIEE can guarantee the terms of this agreement and that my hours, duties, and housing are subject to change.
- I will report to the employer listed above within five days of my arrival in the United States.
- I will not work outside of the dates listed on my DS-2019 form.
- I will adhere to all CIEE and CIEE Representative rules regarding employment and program participation, including the Terms and Conditions/Participant Declaration that forms part of my program application.
- Once I have accepted this job, I am committed to stay at this place of employment for the duration of the program. If I wish to change employers, I must receive permission from both CIEE and my CIEE Representative prior to doing so.
- Should I change jobs without receiving prior permission from CIEE, or if I violate other CIEE rules, CIEE may terminate its sponsorship of me and I will be required to return home. I also understand that such termination may prevent me from receiving future U.S. visas.
- I agree to adhere to all federal, state and local laws. If I do not do so CIEE may terminate its sponsorship of me and I will be required to return home. I also understand that such termination may prevent me from receiving future U.S. visas.

Signature:

Date: