

#### JOB OFFER AND EMPLOYER AGREEMENT J1 Work & Travel Program

Thank you for your interest in the J-1 visa Summer Work and Travel Exchange Visitor Program. American Exchange Organization is a Department of State Designated Sponsor and is authorized to review and approve employers to participate in the program based on information collected in this form.

While we appreciate that hiring J-1 visa Participants will meet your seasonal or temporary staffing needs, the main purpose of this program is to give young people from around the world the opportunity to visit the United States and experience American culture so that they may return to their countries having built relationships with Americans and improved their English, and shared their culture with those they met in the USA. This is a foreign diplomacy program.

Please read all information carefully and answer all questions completely. Your signature and initials may be required on multiple pages and in multiple locations.

#### I. Host Employer Cooperation as stated the Department of State Regulations (22 CFR Part 62)

"(o) Host employer cooperation. Sponsors may place participants only with host employers that agree to:

(1) Make good faith efforts to provide participants the number of hours of paid employment per week as identified on their job offers and agreed to when the sponsors vetted the jobs;

(2) Pay eligible participants for overtime worked in accordance with applicable State or Federal law;

(3) Notify sponsors promptly when participants arrive at the work sites to begin their programs; when there are any changes or deviations in the job placements during the participants' programs; when participants are not meeting the requirements of their job placements; or when participants leave their positions ahead of their planned departures;

(4) Contact sponsors immediately in the event of any emergency involving participants or any situations that impact their health, safety, or welfare; and

(5) In those instances when the employer provides housing or transportation, agree to provide suitable and acceptable accommodations and/or reliable, affordable, and convenient transportation. "

Ø My company agrees in good faith to abide by the above mentioned regulations. \_\_\_\_\_ (initial)

## II. Important rules that Participants Must Follow. Failure to abide by these rules may result in immediate termination of the Participant's visa. Employers should remind Participants of these rules.

- 1. Participants must contact AmerEx within 10 days of arriving to the USA.
- 2. Participants must validate their program in AXIS within 10 days of the start date on the DS-2019.
- 3. Participants are ONLY allowed to work from the start date to the end date indicated on the DS-2019.
- 4. Participants are NOT allowed to switch jobs or leave employment without written consent from AmerEx.
- 5. Participants are NOT allowed to start a second job without written approval from AmerEx.
- 6. Participants must notify AmerEx in AXIS within 10 days of changing housing address.
- 7. Participants (or employers) must notify AmerEx if the worksite address changes.
- 8. Participants must complete Monthly Contact Outreach Surveys. Failure to respond to 2 consecutive outreaches will result in program termination.
  - Ø My company agrees in good faith to encourage Participants to abide by the above mentioned rules. \_\_\_\_\_ (initial)



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I confirm that the positions listed will be allocated for AmerEx participants and such participants recruited and selected by AmerEx will be extended employment with our company for the duration of their program under the conditions indicated and that I have the authority to make hiring decisions at this company. I understand the conditions of the program and explicitly agree to the following:

(1) We are aware that each individual is participant of Summer Work and Travel (SWT) program sponsored by AmerEx allowing him/her to work in the U.S. legally for the period indicated on their DS-2019 form and that after completion of the program participants must return to their home country \_\_\_\_\_\_ (initial)

(2) Our company wishes to participate in SWT program as an Employer and agrees to provide all information required by the sponsor or a U.S. consulate to vet each job offer and cooperate in this process for the duration of the program, as needed \_\_\_\_\_\_ (initial)

(3) Our company will employ each participant under the terms indicated in the Job Offer with work conditions and wages equal to those provided to American counterpart, and in compliance with applicable federal and state laws, including observing pertinent minimum wage and overtime regulations\_\_\_\_\_\_ (initial)

(4) If housing is provided by our company, we certify that the premises are safe, affordable and in compliance with pertinent federal and state laws \_\_\_\_\_\_ (initial)

(5) Participants must apply for the J-1 visa at the U.S. consulate in his/her home country and there is no guarantee the visa will be approved; \_\_\_\_\_\_ (initial)

(6) Per U.S. Department of State, AmerEx must know where each participant is at all times and employer will cooperate with AmerEx in all efforts to monitor each participant by

- (a) Encouraging each participant to follow all AmerEx and Department of State rules and regulations
- (b) Contacting the sponsor when the participant arrives or does not arrive on-time,
- (c) Notifying the sponsor of any concerns about, changes in or deviations from the job/housing offer
- (d) Notifying the sponsor if participant leaves his/her employment or housing ahead of the program end date or within
- 24 hours of disappearance of any participant during the program
- (e) In case of ANY emergency involving the Participant \_\_\_\_\_ (initial)

(8) Our company agrees that it shall not, without the written consent of the sponsor, assign or subcontract to third parties any of its obligations herein. \_\_\_\_\_ (initial)

I understand that false certification may subject me to criminal prosecution under 18. U.S.C. 1001, which reads: "Except as otherwise provided in this section, whoever, in any matter within the jurisdiction of the executive, legislative, or judicial branch of the Government of the United States, knowingly and willfully falsifies, conceals, or covers up by any trick, scheme, or device a material fact; makes any materially false, fictitious, or fraudulent statement or representation; or makes or uses any false writing or document knowing the same to contain any materially false, fictitious, or fraudulent statement or entry; shall be fined under this title or imprisoned not more than 5 years, or both."

**Employer Signature** 

Date

Printed Name:\_\_\_\_\_



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	Exchange	e Organ	ization	J	1 V	VORK & TRAV	el Prograi	m	
	orm MUST be completed digitally, then printed and signed. We ask that you via fax. Photographs and handwritten applications will not be accepted. ID/EIN: Years in Business:					эu			
Registered Company Nam	ie:					Bus.Teleph	one:		
DBA Name:			Business Des	scription:					_
Company Name on Paych	necks:				W	/ebsite:			
Mailing Address:			City:		Sta	ate:	ZIP:		
Worksite Address:	City:		Sta	ate:	ZIP:				
Main Office Address:	City:		Sta	ate:	ZIP:				
Contact Person's First/Las	Supervisor First/Last Name:								
Bus. Email:			Bus. Email:						
Title:			Title:						
Direct/Mobile #:			Direct/Mobile #:						
Owner First & Last Name:			Have you worked with a SWT program before?						
Bus. Email:			Have you worked with AmerEx before?						
Direct/Mobile #:				Number of Employees: Number of Branches:					
<b>EMPLOYER QUESTI</b>	ONNAI	RE Pos	sition is seasonal.			Ninter Spring	The position is	temporary.	_
The J-1 participants hired w	vill not dis	place U.	S. workers.	My com	pany	experienced layoff	s in the past 120	0 days.	
Participants will work alongside U.S. Citizens. Hours will not be predominately from 10 pm and							d 6 am.		
My company currently has	workers of	on lockou	it or strike.	Participa	ants v	will not be concentra	ated in one loca	tion.	
Planned Cultural Activities:									
I have included my Worker or, if applicable, evidence							rticipants will be	e placed	
I have included a copy of t	he comp	any busir	ness licence and doing bu	ısiness as (dba	) cer	tificate if applicable			
I understand a social security card is NOT required to begin work.	u require a drug YES ior to beginning NC work? Nome	may NOT drive in must work a min. of							
		-	Name Typed						Т
Position Title	\$/hr	\$/hr OT	Description	n 		Requirements (En	glish level,gend	er,skills etc.)	Ļ
State Min. Wage:	tate Min. Wage: \$/hr Americans make in position :		make in position :	Pay Cycle:		U	Uniform Cost to Employees:		
Earliest start date:		Latest st	art date:	Earliest end	date	:L	atest end date:		
Hrs/week Min (32 Required	I):	Max:	Overtime Requ	ired?	Ove	rtime Available?	Training	provided?	
Grooming Requirements/ Dress Code				Employer Traiı Details: (Paid/ur cost,duration)					
Describe all other employe	e benefits	s (tips,boi	nuses, discounts etc.):						

Official U.S. Department of State Designated Summer Work & Travel Sponsor 6820-D Commercial Drive, Springfield, VA 22151, USA · Telephone: +1-703-226-2400 · Fax: +1-888-859-2179



### JOB OFFER AND EMPLOYER AGREEMENT J1 Work & Travel Program

HOUSING DETAILS Provided Housing:			nployee housing provid	ed? Will suggest housing?		
Address:			City:	State:		Zip
Rent: Per:	Deposit:	Deposit Return P	olicy:			
Housing Type:	# Tenants Total:	— # Bedrooms:	People/room:	# Bathroon	ns: P	eople/Bthrm:
Rent Deducted from pay?:	 Specific u	tilities included:				
Specific utilities not included:		Esti	mated cost of utilities n	ot included:		
Miles to work site: Safe neighbo	orhood?W	ould you let your dau	ghter live here?	Safe to walk	? S	afe to bike?
This housing includes:						
Bed frame w/ mattress Mattres	s onlyAir mat	tress 🗌 Pull-out Cou	ich Couch Table	e 🗌 Chairs	Linens	TV Internet
Microwave Oven Cutlery [	Pots/Pans	ishes Other:				
I understand the participant may refu	se the provided ho	using I un	derstand if deducted fr	om pay I canno	ot profit fro	m housing:
Suggested Housing: Address:			City:	Sta	ate:	Zip:
Miles to worksite :	Public Transpor	tation?: Sa	afe neighborhood?			
<b>Transportation</b>						
Arrival Pick up? Arr	ival airport/station:		City:		State:	Zip:
Cost per person: Pick up c	contact name:		Cor	ntact phone:		
Instructions:						
Transportation to/from work available	e? Type:	Cost/day	Details:			
Transportation to/from SS Office?	Туре:	Cost/day	. Details:			
Weekend transportation available?	Туре:	Cost/day	: Details:			
Public transportation available?	Туре:	Cost/day	. Details:			
Public transportation pass available?		Is it safe to walk?	Minute	s walking:		
Is it safe to bike? I un	derstand that parti	cipants should no be	biking on highways or	dangerous/ bu	isy roads.	
PARTICIPANT SIGNATURE						
First/Last Name:		First day of	work:	Last day o	of work:	
				Date:	_	
<u> </u>	Signature					
EMPLOYER SIGNATURE						
Employer First/Last Name:				Title:		
				Date:		
	Signature					
Direct Supervisor First/Last Name:				Title:		
				Date:		
	Signature					
I confirm I have interviewed, hired	d and communic	ated directly with	this narticinant			
		-				
I confirm no monetary payments	or incentives we	re provided to the	employer to hire thi	s participant.		