



# CAMP AGREEMENT 2021-2022 PLACEMENT SEASON

CIEE offers U.S. host organizations (Camps) the chance to fill seasonal positions via CIEE placement services. The following Camp Agreement (“Agreement”) sets forth the business relationship and outlines the terms and conditions of the cooperation between the **Council on International Educational Exchange (“CIEE”)** and \_\_\_\_\_ (“Camp”) specific to the CIEE Camp Exchange USA Program (the “Program”). **Read the following information carefully, and confirm that you have read, understand and agree to these terms by providing your signature.**

For the purpose of this Agreement, the following terms are defined as follows:

**Applicant:** A foreign national who has been screened by the International Representative for program suitability and intends to submit their personal and professional information to CIEE for consideration for acceptance into the Program.

**Participant:** A foreign national exchange visitor who has been accepted by CIEE into the Program.

- **First-Time Participant:** Participant placed by CIEE who has not previously participated on the BridgeUSA Camp Counselor Program.
- **Returning Participant:** Participant placed by CIEE who has previously participated on the BridgeUSA Camp Counselor Program through CIEE or another sponsor organization.
- **Direct Placement Participant:** Participant who secured a placement with camp independently of CIEE and is using CIEE as a program sponsor who has not previously participated on the BridgeUSA Camp Counselor Program.

**International Representative:** Approved entities in the applicant’s home country which have formal agreements with CIEE and adequate education on all matters of administration of the Program.

**Camp:** A third party in the United States that hosts the Participant and employs the Participant according to their Placement Agreement Form.

**Placement:** An offer made by the Camp which includes position type, responsibilities, wage, location, housing, and cultural exchange opportunities as detailed in the Host Profile.

## Section I. CIEE Services

CIEE is the sponsor of the Camp Exchange USA program, a U.S. government-regulated exchange program, administered by the Education and Cultural Affairs section of the U.S. State Department. This program allows foreign university students and qualified youth workers to work as Camp Counselors in the U.S. for up to four months. A copy of the current BridgeUSA Regulations which govern this program are available from CIEE or can be found at <http://bit.ly/2gqiBnd>.

**As a Sponsor, CIEE agrees to:**

1. Select and train the international representatives who recruit, screen, interview and prepare Camp Exchange USA Participants.
2. Review Participant applications, including interview forms, references, background checks, and select qualified applicants by trained CIEE interviewers for this intensive exchange program.
3. Facilitate communication between the Participant and the Camp.
4. Record Participants in the SEVIS system and process DS-2019 forms in a timely manner.
5. Ensure that each Participant receives a valid DS-2019 form, SEVIS fee payment receipt and confirmation of insurance before their entry into the U.S.

6. Assist in scheduling an interview at the U.S. Embassy/Consulate in the Participant's home/resident country to obtain a J-1 visa.
7. Provide a pre-departure orientation for every Participant in their home/resident country to prepare them for the role of camp counselor and the summer camp experience.
8. Provide CIEE Insurance for each Participant that exceeds U.S. Department of State requirements for the duration of their program, including the 30-day grace period.
9. Provide ongoing customer service and 24-hour emergency assistance for each Participant in accordance with U.S. Department of State requirements and CIEE's program regulations.
10. Ensure all Participants obtain background checks prior to arrival to the U.S. and upload it to their CIEE application.

## Section II: Camp Responsibilities

As an Exchange Visitor Host Employer, Camp agrees to:

1. **Cultural Exchange:** Understand that the BridgeUSA Exchange Visitor Program is intended to provide educational and cultural exchanges. Agree to recognize and promote the spirit of this cultural exchange program as an integral part of the summer camp atmosphere, developing opportunities for culture sharing by both American and international participants whenever possible.
2. **Employment Laws:** Ensure that the relationship between the Camp and the Participant will comply with all Federal, State and Local laws regarding employment and occupational health and safety. Understand and comply with federal statutes such as, but not limited to, Title VII of the Civil Rights Act of 1984, the Immigration Reform Act of 1986 and the Immigration and Nationality Act, as well as a large number of state statutes, which prohibit discrimination in the hiring of foreign nationals. Further understand that in virtually all cases, it is against the law for employers, and a sponsor such as CIEE, to engage in discrimination based on a protected class, including, but not limited to, national origin, gender, race, or religion.
3. **Program Regulations Compliance:** Abide by all visa regulations pertaining to Participants which are available through the U.S. Department of State's BridgeUSA website: [j1visa.state.gov/sponsors/current/regulations-compliance](https://j1visa.state.gov/sponsors/current/regulations-compliance), and follow the American Camp Association "[Best Practices for International Staff](#)" guidelines.
4. **Host Profile:** Provide accurate information in Camp's Host Profile in CIEE Host Portal that is a true reflection – in CIEE's sole determination – of the Camp community and experience that Camp will provide to CIEE participants. Host profile must be fully completed and accepted by CIEE before placements are finalized and DS-2019 forms are issued.
5. **Camp Contract:** Provide CIEE and all Camp Exchange USA participants with a Camp contract upon hire, detailing contract dates, compensation, as well as the full scope of responsibilities while at Camp. The contract must be consistent with the policies set forth in this Agreement. Camp understands that CIEE will review each placement and reserves the right to decline any Placement according to the current and/or anticipated rules, regulations, and intent of the BridgeUSA Camp Counselor Program.
  - a. **Standard Contract:** The standard camp contract season is **nine weeks (63 days)** to include the full time a Participant spends at Camp, including pre-camp, staff orientation, staff training, days off during the summer, and post-camp responsibilities, if applicable.
  - b. **Contracts Less Than 9 Weeks:** Neither the Camp Fee to CIEE nor the Participant Minimum Pocket Money will be pro-rated for a Participant hired for less than 9 weeks.
  - c. **Pre/Post Camp Work:** If the staff training period also includes pre-camp work not outlined in the Participant's main placement responsibilities, this must be communicated in writing to the

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- Participant and details thereof to CIEE prior to his/her arrival at Camp. Any additional responsibilities and work before/after contract start/end dates is subject to approval by CIEE.
- d. **Prohibited Jobs:** CIEE Participants may not work in any jobs prohibited by visa regulations (e.g. administrative personnel, cook, menial laborer, nanny, etc.)
  6. **Minimum Pocket Money:** Pay First-Time Participants no less than the amount specified in the "Minimum Pocket Money" section of the Program Fee Schedule. This amount must be paid in full prior to the end of the summer camp season. Pocket Money is the minimum gross amount to be paid to First-Time Participants before taxes.
    - a. **Additional Workdays Compensation:** Camp agrees to pay First-Time Participants additional Pocket Money on a per diem basis at the rate of **\$35 per day** for additional days of work contracted **beyond the 63-day period**. Camp is required to include the total additional compensation amount in the CIEE Camp Exchange USA Participant's Placement Offer and Camp Contract.
    - b. **Work Extension Compensation:** For Participants who are offered a work extension after their arrival at Camp, that is beyond their contract dates, the Camp agrees to negotiate a reasonable compensation with the Participant, and to notify CIEE in writing of the negotiated agreement before **July 15, 2022**.
  7. **Taxes:** Issue W-2 Form for every Participant employed at Camp. Withhold appropriate taxes when compensating CIEE Participants. All CIEE Participants are subject to income tax after the removal of a personal exemption. FICA, FUTA, Medicare taxes, and Social Security taxes should not be deducted from their pay, as BridgeUSA participants are exempt.
  8. **Room and Board:** Provide room, board, bedding, and uniforms (if required) for the duration of employment at no additional charge to Camp Exchange USA Participant(s). Camp will also make laundry facilities or service available for Participants' use.
  9. **Scheduled Time Off:** Allow each Participant a time off schedule equivalent to all Camp staff and in accordance with any federal/state/local laws, rules, and regulations.
    - a. Provide a minimum of 24 hours of time off each week, of which at least 12 hours must be continuous daylight hours.
    - b. Provide/arrange assistance with transportation from Camp on days and nights off.
    - c. Facilitate the availability and participation in American cultural activities during time off both at Camp and away from Camp.
  10. **Phone and Internet Access:** Allow reasonable phone and email access for Participants to contact CIEE upon arrival to Camp and at regular intervals throughout the summer season.
  11. **Health Information:** Collect any required health and immunization records from Participant(s) before they arrive at Camp.
  12. **Training:** Provide all CIEE Camp Exchange USA Participants with orientation and training upon arrival at Camp covering (but not limited to) Camp rules, policies, Participant responsibilities, and safety protocols.
  13. **Social Security:** Assist all Participants in completing the I-9 form and obtaining a Social Security card. All First-Time counselors must apply for a Social Security card no less than 5 days after arrival in the U.S. and no later than two weeks after arrival.
  14. **Travel Instructions:** Provide clear U.S. domestic travel-to-camp instructions for all CIEE Participants by completing the Travel Section of the Host Profile in CIEE Host Portal and communicating additional information directly to Participants as needed. Travel-to-camp instructions must include specific time and location of camp pickup as well as route and mode of transportation and estimated cost.
  15. **Airport Pickup:** Arrange for Participants to be met at the agreed airport upon arrival unless other arrangements have been agreed upon prior to departure between the Camp and CIEE for the pickup of Participant(s). Camp is responsible for any costs that might be associated with Participant pickup arrangements including overnight accommodation should this be required. If any Participant covers

their own transportation from the agreed airport, Camp will reimburse each Participant when presented with valid receipts.

16. **Flight Cost Assistance:** Meet participants at their arrival airport or provide detailed instructions for travel to camp or designated pickup point. If Camp requires First-Time participants to arrive at an airport other than a CIEE gateway airport (JFK, EWR, BOS), Camp will provide counselors with a travel stipend if flight costs to Camp's preferred airport exceed the flight cost to CIEE gateway airports. This amount will be included as additional pocket money in the Placement Offer. See *Preferred Airport Surcharge Schedule* for recommended minimum travel stipend. Camp is responsible for reimbursing participants for any domestic travel costs involved in getting to camp or the camp-designated pickup point.
17. **Displacement of American Workers:** Agree and understand that Camp is offering a Placement to the Participant as the result of a one-time occurrence, a peak seasonal need, or an intermittent need and will not displace positions for American workers. Camp further agrees to preserve evidence of attempts to hire Americans and that CIEE and/or the agencies of the government of the United States may request this at a later time.
18. **Workers Compensation:** Ensure that there remains in place, at all times, Worker's Compensation insurance covering Participants, in the amounts necessary to comply with applicable law and in an adequate amount to cover all insurance requirements of the Participants, and to process claims promptly on notification by either CIEE or a Participant.  
Camp agrees to cover all medical and other expenses that a Participant incurs as a result of any incident or negligence on the part of the Camp or any of its employees, agents or officers, directly or through Camp's Worker's Compensation and/or Liability Policy.

## Emergencies

1. **Health, Safety and Welfare: Agree to not** to knowingly put Participant(s) in positions that can endanger their health, safety, and wellbeing or adversely affect their impressions of the U.S. or American people. Camp also agrees to adhere to CIEE's emergency and early departure policies as detailed in this document.
2. **Participant Emergency:** Call CIEE immediately, if Camp experiences an emergency involving a CIEE Participant (i.e., accident, illness, mental illness, or fatality).
3. **Emergency Protocol:** Have an emergency contingency plan and make the plan known to CIEE Participants as part of their training and orientation. In case of emergencies (including but not limited to, flooding, earthquakes, hurricanes, fires, terrorist attacks, etc.). Camp must make CIEE Participants aware of emergency and evacuation procedures issued by government authorities. Timely communication with CIEE throughout an emergency event is necessary and a requirement for hosts of cultural exchange visitors.
4. **CIEE Inquiries:** Respond to CIEE's inquiries about the safety of Participants as soon as reasonably possible.

## Performance Issues and Early Termination of Employment

1. **Feedback and Performance Reviews:** Immediately contact CIEE by telephone if a problem arises with a Participant that may lead to early termination of employment. Failure by the Camp to contact CIEE prior to the early departure of a CIEE Participant will result in the Camp becoming ineligible for a pro-rated program fee for that Participant.
2. **Performance Plan:** Let the Participant know specific steps they can take to improve performance.
  - a. Speak directly to the Participant as soon as Camp feels there is cause for concern.

- b. Provide candid feedback in a constructive manner and then listen to the Participant's reasoning.
  - c. Have Participants sign off on reports and evaluations as proof of understanding.
3. **Documentation:** Document all incidents and performance issues involving CIEE Participant(s) for Camp's and CIEE records and share documented information with CIEE within 72 hours of the incident. In case of early termination of employment, documentation must include the reason(s) for early departure and verification of understanding of all parties, as required by the U.S. Department of State.
4. **Early Departure:** Ensure safe departure from Camp for any Participant(s) who leaves Camp before the completion of their Contract regardless of the circumstance.
  - a. **Communication with CIEE:** Ensure Participant has time to communicate with CIEE in private before they leave the Camp's property.
  - b. **Safety and Welfare:** Provide transportation from Camp and the first night of lodging for any Participant leaving early. Discuss the process of returning Participant to their home country, ensuring Participants have a detailed plan to return home that they will share with CIEE Participant Services.
  - c. **Documentation:** Provide CIEE with written documentation of incidents or issues upon termination **within 72 hours of the incident that may, or has, lead to early termination of the Participant's employment.**
  - d. **Pocket Money:** Pay the Participant the balance of Pocket Money owed for days worked prior to departure from Camp. The prorated amount is calculated based on a 9-week contract (63 days).
  - e. **Camp Fee to CIEE:** If a Participant is terminated or departs at any time prior to the agreed employment period, the Camp shall remain responsible to pay CIEE in full Camp Fee to CIEE for the Participant. The Camp Fee to CIEE and SEVIS fee will not be credited or pro-rated.
5. **Camp Policies:** If any of Camp's policies differ from the policies stated in this Agreement, Camp must communicate its policies in writing to CIEE and the Participant at the time of placement and must obtain CIEE and Participant's written consent thereto.

## Section III: Program Fees and Timelines

### Program Timelines

Camp agrees to adhere to CIEE's expected timelines and policies for all aspects of the Camp Exchange USA program. Repeated failure to adhere to CIEE's expected timelines and policies may limit Camp's access to Camp Exchange USA Participants. Camp agrees to provide the following by the specified deadlines:

- **December 1, 2021 – Summer 2021 Participant Rollover Deadline.** Offer placements to all Summer 2021 Participants unable to travel to the U.S. who Camp wishes to re-hire for the 2022 Season.
- **March 1, 2022 - Direct/Returner Placement Deadline.** Ensure that Direct Placement and Returning Participant applications are submitted to CIEE. CIEE will assess a **\$100** administrative fee in addition to standard program fees for Direct Placement and Returning participant placements offered in CIEE Host Portal after this date.
- **March 1, 2022 – Update Travel Instructions with detailed arrival information.** Travel to camp instructions must include location of camp pick-up, route and mode of transportation, estimated Participant costs (if any) and how they will be reimbursed, deadline for receiving specific time details of camp pick-up from camp.

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- **April 1, 2022 - Worker's Compensation and Business License.** Provide valid Worker's Compensation insurance policy information and a copy of valid business license to CIEE by uploading all pertinent documents to Camp Host Profile in CIEE Host Portal.
- **April 1, 2022 – Camp Host Profile Accepted by CIEE.** All sections for Camp Host Profile must be submitted to CIEE for review and approval. Once approved, Host Profile status will be moved to "Accepted". Any Camps that sign Camp Agreement for 2022 Placement Season after April 1, 2022 must submit their full Host Profile for review and approval within **3 business days**.
- **May 1, 2022 – Direct Placement and Returner Processing Fee Increase.** CIEE will assess a **\$200** administrative fee in addition to standard program fees for Direct Placement and Returning participant placements offered in Host Portal after this date.
- **June 1, 2022 – Placement Deadline.** Finalize all placements in CIEE Host Portal.
- **July 15, 2022 – Extension Deadline.** Submit extension request to CIEE.

## Section IV: Fees and Payment To CIEE

1. **Fee Schedule and Billing:** Camp agrees to pay CIEE the designated amount for each CIEE Camp Exchange USA Participant specified in "CIEE Fee Schedule." Camp will be invoiced on **May 1, 2022** and again on **August 15, 2022**. Payment is due upon receipt.
2. **Late Payments:** Any unpaid balances owed after 30 days will be subject to a one-time fee of **\$50** in addition to interest at the rate of 1.5% per month. Failure to meet the payment deadline will result in a hold on program participation in future seasons.
3. **Cancellations of CIEE Placement Counselors:** Any cancellation of CIEE placements by Camp will incur an Administrative Fee of **\$400** per Placement. Some exceptions apply.
4. **Cancellations of Direct Placement and Returner Counselors:** Any cancellations of Direct Placement and Returner placements, after the issuance of the DS-2019 form, will be invoiced in full to Camp.
5. **Visa Denials/Participant Cancellations:** If a First-Time participant withdraws from the program or his/her visa is denied prior to arriving at Camp, the Camp is eligible for a full refund of Fees that have been paid for such First-Time participant. If a Returning Participant/Direct Placement participant withdraws from the program, there will be no refund.
6. **Flight Change Fee:** If Camp cancels a placement or changes the arrival date of any CIEE Participant after the international and/or domestic flight tickets have been issued, Camp will be responsible for reimbursing the participant for all airline cancellation/change fees.
7. **Late Season Administrative Fees:** Camp agrees to pay CIEE a **\$100** administrative fee for Direct Placement and Returner applications processed after **March, 2022** and a **\$200** administrative fee for Direct Placement and Returner applications processed after **May 1, 2022**.
8. **Multiple Year Returners:** The Department of State imposes a cap on the issuance of BridgeUSA Camp Counselor visas to those who have participated 2 or more times.
9. **Participant Program Fees:** CIEE is unable to facilitate paying participant program fees by Camp on behalf of Participant.
10. **SEVIS Fee:** A minimum **\$35** SEVIS fee will be charged to Camp for every participant placed - this fee is set by the U.S. Department of State, is variable, and is subject to increase without notice. SEVIS fees are not refundable.
11. **COVID-19 Cancellation:**  
If CIEE cancels the Camp Exchange USA program prior to a participant's arrival to the U.S. due to COVID-19 restrictions or related government restrictions, CIEE will reimburse Camp for any fees paid to CIEE including SEVIS fees.  
If the Camp Exchange USA program has not been cancelled by CIEE, but there are barriers in place that prohibit participants from traveling (U.S. or foreign government-imposed travel ban, embassy closures, visa suspensions and/or university schedules), CIEE will reimburse camp in full fees paid, less



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SEVIS fees. If, once in the United States, Participant has to return to his or her home country due to a COVID-19 emergency as determined by an official decision of the local government, U.S. government, or any official authority, CIEE will continue to provide a high level of support to our in country participants; however there will be no reimbursement of fees.

### Section IV:

CIEE is designated by the U.S. Department of State as a sponsor of the BridgeUSA Camp Counselor Program. As a U.S. government-regulated exchange program, the regulations may change at any time, with or without prior notice, and are beyond CIEE control. CIEE reserves the right to adjust its policies due to actual or anticipated changes in program rules and regulations.

CIEE may cancel or revoke a placement at any time for any reason to facilitate the health, safety, and well-being of any CIEE participants.

Camp agrees to release, indemnify, and hold harmless CIEE, its officers, shareholders, affiliates and employees (collectively "CIEE") from and against any claims, causes of action and liability for any financial or other loss, damage, personal injury, illness or death suffered or incurred by Camp or by a Participant, whether based on theories of tort, breach of contract or any other theory. **In addition, Camp agrees to release, indemnify, and hold harmless CIEE from its (CIEE's) own negligence.**

Camp agrees that any dispute or claim which refers or relates to this Agreement shall be litigated solely and exclusively in and for courts in Portland, Maine, subject to substantive and procedural Maine law, and for this limited purpose, the parties agree to exclusive venue and personal jurisdiction therein. The prevailing party in any dispute or claim which refers or relates to this Agreement shall be entitled to recovery of its reasonable attorneys' fees incurred in conjunction with the same.

CIEE is not responsible for deviations or cancellations, or changes in anticipated work assignments, and/or any accompanying financial or other loss to Camp as a result of acts of government, acts of God, conditions of force majeure, or any other circumstance beyond the direct control of CIEE such as, but not limited to, strikes or other labor discord, acts of third parties, financial insolvency, terrorism or the threat thereof, perceived or actual epidemics, pandemics, or the threat thereof, civil disturbance, criminal activity, or any other event beyond its control.

The parties agree to litigate any and all disputes concerning this Agreement, the implementation of, and/or the Camp Exchange USA program itself, solely in courts within the State of Maine. The parties agree to personal jurisdiction therein and expressly waive any and all objections to personal jurisdiction or venue thereto. This agreement shall be governed by and construed in accordance with the substantive law of the State of Maine, USA without regard to conflicts of law principles.

CIEE is authorized to use the Camp's signatory below on the CIEE Placement Agreement Forms for all participants hired by Camp.

Agreed to by: \_\_\_\_\_

For CIEE: **Olga Adamovich**

Camp Name: \_\_\_\_\_

**Director, Camp Exchange USA**

Date: \_\_\_\_\_

Date: **August 1, 2021**