



WORK & TRAVEL USA

JOB OFFER - AUSTRALIA/NEW ZEALAND PROGRAM

A Cultural Exchange Program

EMPLOYER INFORMATION (ALL FIELDS REQUIRED. Workers' 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: _____
 Workers' Comp (WC) Provider: _____ WC Policy #: _____
 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 twelve (12) months From: _____ To: _____
 Supervisor's name: _____ Supervisor's title: _____
 Supervisor's phone: _____ Supervisor's email: _____ Off-season phone: _____

JOB INFORMATION

Student job title: _____
 Job description: _____
 Wage per hour: _____ Tips? Yes No Estimated weekly wage including tips: _____
 Average number of hours per week: _____ Is an end-of-season bonus available? Yes No
 If yes, please provide details:
 Overtime required? Yes No Overtime available? Yes No Overtime wage per hour: _____
 State minimum wage per hour (if greater than federal): _____ Wage pay schedule: Weekly Bi-weekly Monthly
 Are meals provided during shift? Yes No Cost to student for meals? Yes No Estimated cost of meals: _____
 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
 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

Does employer provide housing? Yes No Type of housing (house/hotel/etc.): _____
 Housing address: _____
 Cost of housing per week: _____ Estimated cost of utilities: _____ Housing deposit: _____
 Is housing furnished? Yes No How many people share a house? _____ How many people share a room? _____
 Distance from job site: _____ Transportation provided: Yes No Cost of transportation: _____
 Estimated commute time: _____ Type of transportation: _____
 If housing not provided, will you assist participant in finding house? Yes 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 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 1984, 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 only work within the dates listed on the DS-2019 form (no more than twelve months)
- The job we are offering will not displace year-round positions for American workers.
- 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 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. **Note: For the business license requirement, we are typically looking for a certificate/permit/ license that is issued by the state, county, or city, which authorizes you to conduct business and is renewed on an annual basis. If you have any questions regarding qualifying documents, please call our dedicated toll-free employer line at 866-351-9949.**
- 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.
- 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.
- 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 — <http://www.ciee.org/hire/work/regulations/prohibited-jobs.aspx>
- 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.
- 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 work for a period that will not exceed the end date 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 and my CIEE Representative, 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: