

# Work Travel Participant Job Placement Agreement



## Participant Information

Name (Last, First, MI) \_\_\_\_\_ Partner Agency \_\_\_\_\_ Date Of Birth \_\_\_\_\_  
Email Address \_\_\_\_\_ Employment Dates: Start Date [     /     /     ] End Date [     /     /     ]  
mm dd yyyy mm dd yyyy

## Employer Information

Name of Company \_\_\_\_\_ Description of Company \_\_\_\_\_  
Corporate Address \_\_\_\_\_  
Street City State Postal Code  
EIN(Tax ID) \_\_\_\_\_ Corporate Website (if any) \_\_\_\_\_  
Supervisor's Name (Last, First, Middle) \_\_\_\_\_ Title \_\_\_\_\_  
Worker's Compensation Policy Number \_\_\_\_\_ Carrier \_\_\_\_\_  
U.S. Telephone Number (\_\_\_\_) \_\_\_\_\_ Mobile Phone(\_\_\_\_) \_\_\_\_\_ Email Address \_\_\_\_\_  
Which other J-1 sponsor companies are you using to provide seasonal help? \_\_\_\_\_  
Will you pay the students before they receive their Social Security card? \_\_\_\_\_

## Position Information

Job Title & Description \_\_\_\_\_  
Site of Activity (address where student will work) \_\_\_\_\_  
Please describe the seasonal nature of this position [Intrax will verify seasonality per §62.32 (b)] \_\_\_\_\_  
Number of international participants expected at this location \_\_\_\_\_ Total Number of Employees \_\_\_\_\_  
What level of English is required for this position? [     ] Conversational [     ] Intermediate [     ] Advanced  
Approximate hours of work per week (average of 32 hours) \_\_\_\_\_ Overtime Required? [     ] Yes [     ] No  
Overtime Available? [     ] Yes [     ] No Tipped position? [     ] Yes [     ] No  
Please describe overtime policy \_\_\_\_\_  
Starting Hourly Wage \_\_\_\_\_ Hourly Overtime Wage (if applicable) \_\_\_\_\_  
State Minimum Wage per Hour (if greater than federal) \_\_\_\_\_ Wage Received [     ] Weekly [     ] Bi-Weekly [     ] Monthly  
Please describe any deductions from student's paycheck \_\_\_\_\_  
Meals Are meals provided during shift? [     ] Yes [     ] No Is there a cost to student for meals? [     ] Yes [     ] No Estimated cost of meals \_\_\_\_\_

## Other Job Requirements and Cultural Activities

Identify any uniforms, safety equipment, or other supplies/requirements exchange visitor must provide or purchase (include estimated costs)  
\_\_\_\_\_  
Other Job Conditions/Requirements \_\_\_\_\_  
Describe Cultural Activities to be organized for students (this is a program requirement)

## Employer Housing

Housing Provided [     ] Yes [     ] No Cost per Week \_\_\_\_\_ Number of Bedrooms \_\_\_\_\_ Number of Students Per Room \_\_\_\_\_  
Distance from job site \_\_\_\_\_  
Transportation Details (type i.e. bike, bus, ferry, walking, add links to more information) \_\_\_\_\_  
Specify Utilities, Furnishings, Kitchen Amenities, and Bedding Included \_\_\_\_\_  
Specify Utilities Not Included(include estimated costs) \_\_\_\_\_  
Suggested Alternative Housing \_\_\_\_\_  
\*You can attach photos of housing with this form (interior/exterior)

# Work Travel Participant Job Placement Agreement



## Contract Agreement

PLEASE NOTE: A representative of Intrax will contact the employer by phone at the place of business provided in this form to verify information in this agreement. Intrax can only allow employment at prospective company if contact with employer is made and information verified. Intrax is a designated J-1 Visa sponsor for the U.S. Department of State Summer Work Travel Program (22 CFR Part 62). "The purpose of this program is to provide foreign college and university students with opportunities to interact with U.S. citizens, experience U.S. culture while sharing their own cultures with Americans they meet, travel in the United States, and work in jobs that require minimal training and are seasonal or temporary in order to earn funds to help defray a portion of their expenses. [§62.32 Summer work travel, (b) Purpose, 22 CFR 62.1] Continued sponsorship of participant is dependent upon adherence to this agreement between the employer and participant.

### Employer:

- By completing and signing this agreement, employer confirms that the participant named above has been offered seasonal employment with the company named above and that terms stated in this Job Placement Agreement are accurate to the best of their knowledge.
- Employer agrees to observe the goals, objectives, government regulations, and sponsor guidelines of the J-1 Summer Work Travel Exchange Visitor Program (22 CFR Part 62).
- Employer verifies that they are authorized to extend this offer of employment to the participant on behalf of the company stated above.
- Cultural Exchange is the main purpose of the J-1 Work and Travel program. Employer confirms that participants will have the opportunity to work alongside and interact regularly with U.S. citizens on the job.
- Employer agrees to arrange at least 1 cross-cultural activity for its participants.
- Confirms that the Host Company has not been recently sanctioned by the U.S. Department of Labor's Occupational Safety and Health Administration or Wage and Hour Division, as visible at <http://ogesdw.dol.gov/> Employer agrees to notify Intrax promptly when a participant arrives at the worksite to begin the program, when there are any changes or deviations in the job placement, when participant is not meeting the requirements of the placement, when participant leaves the position ahead of the planned departure, or in the event of any emergency involving the participant or any situation that impacts the participant's welfare.
- Employer agrees not to employ participant in any of the following jobs or roles: adult entertainment, agriculture, Pedit cab, rolling chair, or door-to-door sales; and further, agrees that the position does not engage the participant in childcare, health/clinical care or domestic services of any kind, positions requiring investment of funds for inventory or that are substantially commission-based, require driver's licenses, or any job that could bring notoriety or disrepute to the Exchange Visitor Program as well as any other jobs deemed inappropriate by Intrax or the State Department <http://j1visa.state.gov/sponsors/current/regulations-compliance/>. Employer understands that this list is not static and evolves with the program.
- Employer also confirms that they are not a staffing/employment agency or a home-based business. A staffing/employment agency is a U.S. business that hires individuals for the sole purpose of supplying workers to other businesses. Typically, the other businesses where workers are placed pay an hourly fee per employee to the staffing/employment agency, of which the worker receives a percentage. [§ 62.10 Definitions: General Provisions]
- "Employee. An individual who provides services or labor for an employer for wages or other remuneration. A third party, as defined in this section, or an independent contractor, as defined in 8 CFR 274a.1 (j), is not an employee." [§ 62.2 Definitions]
- Employer agrees to not schedule participant for hours falling predominantly between the hours of 10pm-6am.
- Employer understands that Intrax is a U.S. Department of State designated sponsor of the Summer Work Travel J-1-Visa program and that Intrax may at any time remove sponsorship from any participant in the event of non-compliance with the program regulations.
- Employer agrees to comply with all Federal, State and Local laws regarding employment and occupational health and safety.
- I 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 and I-94 together will provide proof of authorization to work.
- Employer verifies that the position is available for the participant for the entire employment period stated herein although conditions of employment may change due to unavoidable circumstances beyond their control.
- Agrees to make good faith efforts to provide Participants with an average of 32 hours per week of paid employment over the course of their program, as identified on their job offers and as agreed to when Intrax vetted the jobs.
- Employer understands that employment is limited to the dates listed on the participant's DS-2019 form and may not exceed a maximum of 4 months.
- Employer agrees to pay participant in accordance with minimum wage standards and not less than what is customary for US residents holding the same job. If minimum wage increases, employer agrees to adopt newest wages.
- Agrees to pay eligible Participants for overtime worked in accordance with applicable local, State or Federal law.
- Employer understands that participants on a J-1 Visa are considered non-resident aliens who are not subject to Social Security (FICA), Medicare or Federal Unemployment (FUTA) withholding taxes (IRS Employer Tax Guide and Publication).
- Employer agrees to disclose all standard state and federal paycheck deductions and to obtain advanced permission from the participant for additional payroll deductions or changes to deductions. Agrees to notify participants of deductions from wages, including those taken for housing and transportation prior to arrival.
- Employer understands that the participant is not an employee, agent or independent contractor of Intrax, and that Intrax does not exercise dominion or control over actions of the participant. Intrax is not responsible for any act or omission on the part of the participant. The Host Company also agrees that any decision regarding a participant's program status will be made at the sole discretion of Intrax, which does make a good faith effort to take into account all parties' perspectives while ultimately being governed by the State Department's regulations on the program and keeping as paramount the health, safety, and welfare of participants.
- Employer understands that Intrax does not guarantee visa approval, arrival date or departure date of the participant.
- Employer will indemnify and hold Intrax harmless against any claims, liability, damages, or costs incurred by reason of any act, error or omission of the employer or its agents.
- Employer will not displace domestic U.S. workers at worksites where they will place program participants; employer affirms that it has "not experienced layoffs in the past 120 days and [does] not have workers on lockout or on strike."
- Agrees to provide proof of workers' compensation insurance and business license as needed to demonstrate continued ability to host J-1 Participants. No Participant can receive visa support documents (DS-2019) until proof of workers' compensation insurance (i.e., policy's cover page and/or deck sheet) and business license are provided to Intrax.
- Employer affirms that this position is of a seasonal nature and is tied to a certain time of year by an event or pattern and requires labor levels above and beyond existing worker levels.
- Employer also affirms that, if the need is temporary, the duties are for a one-time occurrence, a peak load need, or an intermittent need (i.e. convention).
- Confirms that additional documentation is made available to Intrax to further support the seasonal/ temporary need of the business if requested.
- Agrees not to forward to any unauthorized party (via facsimile or other electronic means) copies or Portable Document Formats (PDFs) of signed or unsigned Forms DS-2019. However, sponsors must forward such copies and/or PDFs to the Department of State or the Department of Homeland Security upon request." [§ 62.12 Control of Forms DS-2019].

Employer Signature \_\_\_\_\_

Date [ mm / dd / yyyy ]

Employer Name (Print) \_\_\_\_\_

### Participant/Employee:

- Participants must understand the cultural exchange-focus of the program, further accepting that "their stipend or wages might not cover all of their expenses and that they should bring additional personal funds." [§ 62.9 General obligations of sponsors. (3)]; Participants will "work in jobs that require minimal training and are seasonal or temporary in order to earn funds to help defray a portion of their expenses." [§62.32 Summer work travel, (b)]
- Participant acknowledges they have reviewed, understood and agreed to all the terms of this job agreement.
- Participant understands that Intrax may reject this job offer and therefore may not be allowed to begin employment with this company.
- Participant understands that they are responsible for securing housing on their own if it is not included in this agreement, knowing that Intrax is available to provide support.
- Participant understands that neither the employer nor Intrax can guarantee the terms of this agreement and that their duties and responsibilities are subject to change according to the needs of the employer or other unforeseen circumstances.
- Participant agrees to hold the employer and Intrax harmless for any financial loss incurred by participant as a result of a change in terms of this agreement.
- Participant understands that either they or the employer may terminate the employment relationship at any time with or without prior notice according to applicable employment laws.
- Participant understands that Intrax recommends giving 2-weeks' notice in the event of an early departure from the host company.
- Participant agrees to contact Intrax immediately if they are fired or if they plan to end their employment voluntarily.
- Participant agrees that they will not begin work at a new job until Intrax has approved the job placement and company, understanding that State Department rules require Termination in SEVIS of a participant who starts an unvetted job.

Work Travel Participant Signature \_\_\_\_\_

Date [ mm / dd / yyyy ]

Work Travel Participant Name (Print) \_\_\_\_\_

Intrax ID \_\_\_\_\_