



WORK & TRAVEL USA

# PLACEMENT AGREEMENT FORM 2020



Please send this to your US Host Company for completion. They can then send back to you so you can complete and upload to your online account

## 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:
Supervisor's name:	Supervisor's title:	
Supervisor's phone:	Supervisor's email:	Off-season phone:
<input type="checkbox"/> We have previously employed this exchange visitor		Name of previous sponsor:

## 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

Does the company provide housing? <input type="checkbox"/> Yes <input type="checkbox"/> No		
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 the participant in finding housing? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Other housing recommendations:		
Distance from job site:	Estimated cost of housing:	Estimated cost of transportation:



**EMPLOYER SECTION: TERMS AND CONDITIONS**

**THIS SECTION TO BE COMPLETED AND SIGNED BY THE EMPLOYER**

The undersigned Employer agrees to the following conditions:

1. I am an authorized representative of the company named on this document (the "Employer") and I have authority to enter into this agreement.
2. The Employer acknowledges the aims and objectives of the CIEE Work & Travel USA program (the "Program") as a U.S. Department of State authorized Exchange Visitor Program that provides cultural exchange opportunities to qualified foreign students and advances the public diplomacy goals of the United States.
3. The Employer understands that the J-1 Exchange Visitor Program is intended to provide an educational and cultural exchange opportunity for participants. Accordingly, the Employer agrees to provide at least one cultural exchange opportunity to every participant for each hiring season.
4. The Employer will adhere to all applicable regulatory provisions that govern the Program, and all applicable CIEE policies.
5. The Employer warrants that the relationship between the Employer and the participant will comply with all Federal, State and Local laws regarding employment and occupational health and safety.
6. The Employer understands 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 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.
7. The Participant's salary and other terms of employment meet or exceed all federal, state, and local minimum wage and overtime requirements. To my knowledge, the Employer's wages are commensurate with those of similarly situated U.S. employees.
8. The Participant will be covered by Workers' Compensation insurance, unless the Employer is exempt by state law from this requirement.
9. The Participant will be an employee, not an independent contractor, of the Employer.
10. The Employer understands that the Participant may undertake a period of employment of no more than four months.
11. The Employer is offering a job 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. The Employer will preserve evidence of attempts to hire Americans and the Employer understands that CIEE and/or the agencies of the government of the United States may request this at a later time.
12. The Employer understands that hiring year-round for non-seasonal positions is inconsistent with the intent of the Summer Work Travel program. The Employer has disclosed to CIEE our seasonal hiring needs. The Employer understands that CIEE reserves the right to request additional information related to the Employer's Summer Work Travel program and the full-range of our use of the J-1 Summer Work Travel program through any sponsor.
13. The Employer understands that it is not permitted to employ J-1 Summer Work Travel participants if the Employer has experienced layoffs within 120 days of the Participant's employment, and/or if the Employer currently has workers on lockout or on strike. The Employer agrees to notify CIEE immediately should these situations occur at the Employer prior to the end of the Participant's employment.
14. Neither the Employer nor I have accepted compensation from any party in return for offering this job.
15. The Employer has fully explained the terms of employment and job details to the Participant.
16. The Employer understands 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.
17. The Employer understands that this placement agreement is not valid until vetted and approved by CIEE, and the Participant cannot work at the Employer without written approval from CIEE. The Employer agrees to cooperate with CIEE in this process.
18. The Employer agrees to provide proof of Workers' Compensation insurance (or exemption from the requirement) and business license as part of the vetting and approval process.
19. If the placement agreement includes housing, the housing provided by the Employer will meet all applicable local laws and regulations, including those with respect to ventilation, utilities, and occupancy rates. The Employer understands that CIEE reserves the right to vet housing to be provided to participants, or to relocate participants without delay due to unsafe, unsuitable or unsatisfactory living conditions.
20. The Employer attests that any wage deductions will be in accordance with the Fair Labor Standards Act. The Employer further agrees to obtain advance permission in writing from the Participant for any payroll deductions or changes in deductions.
21. The Employer understands that CIEE is responsible for maintaining contact with participants throughout the Program.
22. The Employer understands that all fees charged to CIEE participants are listed at <https://www.ciee.org/partner/employers/work-travel-usa/fee-disclosure>.
23. The Employer agrees to notify CIEE of certain events, including, but not limited to, the Participant's arrival, failure to arrive as expected, performance issues, significant changes to employment terms, if the Participant leaves before his/her scheduled end date, any emergency involving the Participant, or any situation that impacts the welfare of the Participant.
24. The placement agreement offered by the Employer is not listed as prohibited by CIEE in the link detailed below: <https://www.ciee.org/partner/employers/work-travel-usa/regulations>.
25. The Employer understands that the Participant 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 the Participant's proof of authorization to work.
26. The Employer agrees to comply with J-1 Summer Work Travel program regulations, which is available through the U.S. Department of State's J-1 website: <http://j1visa.state.gov/sponsors/current/regulations-compliance>.
27. The Employer will indemnify, defend, and hold CIEE harmless against any claims, liability, damages, or costs incurred by reason of any act, error or omission of the employer, its agents, independent contractors, or the Participant.

Name of person completing this form: \_\_\_\_\_ Title: \_\_\_\_\_  
 Signature: \_\_\_\_\_ Date (DD/MM/YYYY): \_\_\_\_\_

**PARTICIPANT SECTION: TERMS AND CONDITIONS**

**THIS SECTION TO BE COMPLETED BY THE STUDENT**

Name: \_\_\_\_\_ Exchanges ID: \_\_\_\_\_  
 Email address: \_\_\_\_\_ Phone: \_\_\_\_\_  
 CIEE International Representative: \_\_\_\_\_ Country of residence: \_\_\_\_\_  
 How did you find your job?  Returner  CIEE International Representative  Other:  
 Is housing secured?  Yes  No Who provides housing?  Employer  Participant  CIEE International Representative  
 Housing address: \_\_\_\_\_

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

1. This placement agreement 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 placement agreement according to the current and/or anticipated rules, regulations, and intent of the J-1 Summer Work Travel program (the "Program").
2. Any position offered to me is not a firm, irrevocable offer and may be revoked at any time before I commence employment.
3. 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.
4. 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.
5. I agree to notify CIEE of significant changes to employment terms, leaving the placement before the scheduled end date, or any situation that impacts the welfare of myself or fellow participants.
6. I fully understand the placement agreement offered above. I have reviewed all information related to this position, as provided to me by the employer, CIEE and/or CIEE Representative.
7. 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.
8. I will report to the employer listed above within five days of my arrival in the United States.
9. I will not work outside of the dates listed on my DS-2019 form.
10. 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.
11. Once I have accepted this job, I am committed to staying at this place of employment for the duration of the Program. If I wish to change employers, I must receive permission from CIEE.
12. 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 to my home country. I also understand that such termination may prevent me from receiving future U.S. visas.
13. 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 (DD/MM/YYYY): \_\_\_\_\_