



CCI Greenheart Work and Travel Program Employer Placement/Housing TERMS OF AGREEMENT

CCI Greenheart Work and Travel Program Employer Placement Agreement

The J-1 Summer Work and Travel program is a cultural exchange program. CCI Greenheart is a U.S. Department of State designated Work and Travel Program sponsor. This document serves as an employment agreement between the business and the SWT participant named on the CCI Greenheart job offer. Though it may not sign this agreement, CCI Greenheart is a party to it. This agreement is not valid until CCI Greenheart has fully screened, vetted, and approved the organization named in the CCI Greenheart job offer. For purposes of this agreement, "SWT participant" refers to the international participant entering the U.S. temporarily, under CCI Greenheart's J-1 Summer Work Travel program sponsorship.

Continued sponsorship and cooperation is contingent on adherence to all CCI Greenheart program rules, U.S. Department of State Summer Work Travel regulations (22 CFR part 62) and Guidance Directives (found on CCI Greenheart's website: www.ccigreenheart.org/work-travel-regulations). CCI Greenheart cannot be held responsible for the actions of participants under CCI Greenheart sponsorship, including employment performance, nor any liabilities created, assumed, or incurred by the participants. By signing this agreement, and as an authorized representative of my business, I agree to the following terms and conditions (found on URL: <http://www.ccigreenheart.org/SWT-emp-terms-091114/>):

GENERAL:

1. In my capacity as an authorized representative of my business, I am authorized to extend job offers (including salary, wages, hours and job descriptions) to CCI Greenheart's SWT participants, and attest that all information indicated in this job offer, suitability information provided, and agreement is true and accurate.
2. I agree not to receive payment or incentive in exchange for employment of my SWT participants.
3. I understand that the primary purpose of the program is to offer a cultural exchange opportunity to the participant. My business will do its best to help acquaint participants with recognized features of U.S. culture and history (outside of the workplace) while they are employed by us. CCI Greenheart offers employers the opportunity to help culturally enhance programs by joining and participating in their Greenheart Club.
4. Per U.S. Department of State regulations (www.ccigreenheart.org/work-travel-regulations), I will:
 - a. Provide participants the number of hours of paid employment per week as identified on the job offer and agreed to when CCI Greenheart vetted the job
 - b. Pay my participants eligible for overtime worked in accordance with applicable state or federal laws
 - c. Notify CCI Greenheart within 24 hours when: participants arrive at my work site 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 position ahead of their planned departure
 - d. Ensure that SWT participants will not work in isolated environments, and that they will have routine interaction with Americans while on the job
 - e. Contact CCI Greenheart immediately in the event of any emergency involving participants or any situation that impacts the welfare of participants
- f. Ensure that I am not displacing U.S. workers by agreeing to hire J-1 participants, and that I made a good-faith effort to fulfill my staffing needs with U.S. workers, prior
- g. Confirm that my participants are filling seasonal and/or temporary positions, and that I am able to provide evidence to this effect, if so requested
- h. Confirm that my company has not experienced layoffs in the past 120 days and do not have any workers currently on lockout or on strike
- i. I confirm that my business meets any state-specific workers compensation and business licensing requirements in the state and/or states where my business operates. I will supply CCI Greenheart with the information page of my Workers Compensation binder information, if Workers Compensation is required in my state, and a copy of the business license or permit, if one is required in my state
- j. Understand that Department of State regulations are subject to change at any time and, as a stakeholder, I agree to keep informed of industry and regulatory changes
5. I understand that CCI Greenheart is obligated per the U.S. Department of State to terminate the program of any CCI Greenheart SWT participant who does not report their arrival to CCI Greenheart on time. Reasons for program termination include but are not limited to:
 - a. The participant was fired from their job and caused many problems for the employer or their behavior was unacceptable (unsuitable behavior for an exchange visitor)
 - b. The participant was found guilty of a crime or pled guilty to any criminal charges
 - c. Not following Department of State Regulations/CCI Greenheart program procedures. Some examples include:
 1. The participant is not staying in contact with CCI Greenheart (either while on Probation or monthly check-ins)



CCI Greenheart Work and Travel Program Employer Placement/Housing TERMS OF AGREEMENT

2. Participant did not complete their arrival check-in within 3 days of arrival to the US
3. Working for a non-vetted employer/no SAJO
4. Not updating SEVIS
6. I understand that SWT participants are authorized to work only during their pre-determined dates of employment in SEVIS, and that CCI Greenheart reserves the right as program sponsor to revoke program sponsorship of participants at any time if program regulations are violated.
7. I understand that, upon my verbal or written consent to CCI Greenheart to hire the named SWT participants, I am committed to offering the job outlined herein. Prior to hiring, I will ensure that my participants have sufficient English proficiency to perform their job duties.
8. I agree that if housing is provided, the housing is habitable; sanitary; safe; comfortable; with working plumbing and electricity; offers each participant their own bed; and is compliant with local, state, and federal housing regulations, codes and laws. I agree to disclose all contents of any housing lease to the participant prior to signing, if applicable. Conditions of this employment are not dependent upon the participant's willingness to rent identified housing.
9. If participants are required to sign an additional or separate housing agreement, I confirm that it will not contradict the details provided to CCI Greenheart.
10. I agree that my company will appoint a personal supervisor to whom the SWT participant will report directly.
11. I acknowledge that SWT participants are prohibited from working in any of the positions, environments, industries, or shifts, as outlined on the CCI Greenheart website: (www.ccigreenheart.org/work-travel-regulations).
12. I acknowledge that CCI Greenheart reserves the right to cancel placements at any time for any reason without compensation if the placement is deemed inappropriate for the SWT program.
13. I authorize CCI Greenheart use of any photographs/videos taken for promotion or publicity, unless otherwise prohibited by law or corporate policy. I understand that I

will not receive compensation for the use of my photograph(s)/video(s).

14. I understand that SWT participants are employees at will and have the right to leave my employment at any time for any reason.

PAYROLL:

1. I agree to make any deductions only when permission is received from the participant.
2. I agree to provide SWT participants the hourly pay or a salary in the amount indicated in the job offer. My company agrees to pay SWT participants on its regular payroll, and certifies that the compensation paid to SWT participants is commensurate to that paid to their American counterparts and is compliant with the minimum wage and hour laws, including overtime, the Fair Labor Standards Act, and all other applicable statutes and regulations relating to employment terms and conditions. I agree to provide payroll information proving compliance with these stipulations to CCI Greenheart upon request.
3. I acknowledge that J-1 visa holders should be paying only Federal and State taxes, and not unemployment or FICA (which includes Medicare and Social Security) taxes per IRS Employer Tax Guide and Publication 515. If these taxes have been mistakenly withheld from the SWT participant's paycheck, I will reimburse SWT participants directly.

AGREEMENT REGARDING CHANGES AND CANCELLATION OF ASSIGNMENT WITHIN 14 DAYS OF EMPLOYMENT START DATE:

1. SWT participants are expected to work at the location and under conditions specified in the agreement for the duration of their respective program.
2. I assume an affirmative obligation to honor this job placement. In the event of job cancellation, within 14 days before intended employment start, I will make a good faith effort to immediately identify suitable alternative and comparable employment opportunities for the displaced participant, in order for CCI Greenheart to begin the position-vetting process. If I cancel the job placement after the participant arrives, I will do my best to assist with participant living and transportation costs during the transition period.
3. I agree to notify CCI Greenheart within 24 hours of any job changes or cancellations.

I [Employer] agree to indemnify, defend and hold harmless CCI Greenheart, its affiliates, officers, employees, representatives and agents from and against any claims, liabilities, damages, losses, costs and expenses, including but not limited to reasonable attorney's fees resulting from my breach of any of the provisions of this Agreement or the negligence and misconduct of me [employer], my affiliates, officers, employees, representatives and agents in connection with carrying out my responsibilities under this Agreement.

The laws of the State of Illinois (without giving effect to its conflict of laws principles) shall govern all matters arising out of or relating to this Agreement, including, without limitation, its interpretation, construction, performance, and enforcement. The parties hereby consent to the jurisdiction and venue of the United States District Court for the Northern District of Illinois and any courts of the County of Cook in the State of Illinois in which any suit, action, or proceeding shall be brought under this agreement.

All parties agree that any material breach of this agreement shall entitle the prevailing party to recover litigation fees incurred in prosecuting such a claim.

CCI Greenheart • 746 North LaSalle Drive, Chicago, IL 60654 USA • Tel: 866.684.9675 • Fax: 312.577.0692

W: www.ccigreenheart.org • E: employer@ccigreenheart.org • TERMS OF AGREEMENT (updated September 11, 2014)
<http://www.ccigreenheart.org/SWT-emp-terms-091114/>