



Dear AWA Student,

Welcome! As a student of American Work Adventures' (AWA) Summer Work and Travel Program, you are required to behave in a responsible, respectful, and mature manner. In addition, you are required to follow and abide by Exchange Visitor Program Regulations, as well as, AWA's Rules for Program Governance.

For your AWA program application, you were required to review and acknowledge all program rules and regulations listed within the AWA Student Program Agreement. As such, for your further review, below please find the AWA Student Program Agreement in its entirety, so you can revisit your responsibilities as a Summer Work and Travel student.

AWA wants you to succeed and have confidence that, with some effort on your part, you can have a positive program.

Warmest regards,

Amber Bocanegra, Ed.D.
Executive Director, ARO



755 Baywood Drive, Suite 380
Petaluma, California 94954

www.americanworkadventures.org
www.facebook.com/WorkAdventures/

Students can contact AWA 24-hours per day by dialing: 1-888-292-0088 and then selecting Option 1.



I. MINIMUM PROGRAM REQUIREMENTS

- I am not married.
- I am currently between the ages of 18 and 29.
- I do not intend/plan on changing my marital status. If I should change my marital status before my arrival to the United States or while in the United States, my program shall be immediately cancelled/terminated.
- If female, I am not currently pregnant.
- I do not have dependents (i.e. responsible care giver/provider, children).
- I attest that I have chosen to enter (apply and/or participate) into the AWA SWT Program of my own free will.
- I certify that the intention of my involvement in the program is for personal, educational, professional, and cultural enrichment.
- I am currently enrolled at an accredited university as a full-time student and have completed at least one semester of academic study.
- Upon my completion of the program, I will be returning to university to complete my final semester/participate in my graduation/class project(s).
- I am a mature, young adult capable of understanding and following the SWT program rules and regulations set by the Department of State and AWA.
- I acknowledge that I am a young adult who is capable of living in a foreign country, being independent, and open to the life and work experiences that the United States has to offer for my personal growth.
- I acknowledge that culture shock may occur as a Student of this program (especially during the first two to four weeks). If culture shock occurs and I am unable to continue with my required program participation, I permit AWA to take the appropriate action for my safe return home.
- I understand that this program is designed to provide me with new opportunities that may not be related to my home culture and I will be open to new cultures, identities, and views.
- I understand that this program is not intended for the sole purpose of earning substantial income, but rather a cultural exchange program with a work component to defray my costs of living while I am in the United States.
- I acknowledge that I will not earn a high salary and therefore should not participate in the SWT program, if I do not possess or have access to the monetary resources required for my participation in this program.
- I certify that I have *not* taken a substantial credit/money loan to pay for my program fees and/or costs, which will cause financial burden to me and/or my family.
- I am in good health and do not have any medical or psychological (physical or mental) conditions that will/would restrict me from fully participating in the SWT Program.
- If I elect not to disclose any medical or psychological (physical or mental) conditions that will/would restrict me from fully participating in the SWT Program, AWA will be required to immediately end my program and I will be asked to return home.
- I have never been accused or convicted of a crime either in my home country or abroad.
- I have reviewed my university schedule and can commit to working for a minimum of three months.
- I have a valid passport from my country of origin prior to my departure to the United States.

II. GENERAL AWA PROGRAM TERMS AND CONDITIONS

- I understand that it is AWA’s sole discretion to decide which persons are accepted on to their SWT program and that my application does not guarantee an issuance of a DS-2019 form.
- AWA reserves the right to close enrollment in any of the programs at any time.
- All Student applications must be completed and submitted into the SAM Student portal by the dates listed in the table below (all applications will be processed and approved within 10 business days from the day which they have been submitted for AWA’s review.).

DEADLINE TYPE	SPRING 2019 SEASON	SUMMER 2019 SEASON	WINTER 2019 SEASON
*Student Application (online through SAM)	January 15	March 15	October 15

- I have sufficient money and/or credit cards (*minimum \$1000.00USD*) to cover all my program fees/expenses for my travel to the United States and while I am in the United States.
- I am able and willing to communicate in English with native English speakers.
- If I am in an emergency, I feel confident that I have the English speaking and comprehension skills to seek help.
- I will be able to understand directions given in English by AWA and my Host Employer.
- I acknowledge I am not guaranteed to be placed with my friends/relatives/significant others.



- AWA *does not* process visa extensions and/or visa transfers for Students. All program dates are set in accordance with SWT Program Chart dates. AWA *will not* review any requests, so please do not ask or have any other person ask on your behalf.
- I must return home.
- In case of my program's cancellation/termination for any reason at any given time, AWA is not responsible for any expenses incurred by me (e.g. U.S. consulate visa fees, transportation costs, or penalties, etc.).
- In case of visa denial or program cancellation and I am not able to travel to the United States, I must return my DS-2019 form to my home/country sending agency.
- AWA's English and/or suitability program interview fee and application fee are not refundable. Once I have submitted my application, the non-refundable English and/or suitability program interview fee, application fee, and SEVIS fee will be paid on my behalf and therefore, will not be refunded due to application rejection or program cancellation.
- I acknowledge that it is AWA's sole discretion to issue and/or cease the issuance of DS-2019 forms.

III. PROGRAM AGREEMENT(S), REFUND POLICY, and PROGRAM FEE(S) with MY COUNTRY AGENCY

I understand that my participation in the J-1 SWT Program includes significant financial obligations, including but not limited to: AWA Program fees, visa application fees, SEVIS fees, international airfare, transportation to my employer location upon arrival, housing expenses (rent, deposit, utilities), and any other personal expenses incurred.

I acknowledge that:

- I understand the expectations and responsibilities as a Student on AWA's SWT Program.
- I have discussed my program expectations with my home/country sending agency. If at any time I feel my expectations will not be met, I will immediately notify my home/country sending agency *before* completing the application process.
- I understand all fees and terms set within the program agreement(s) that I have signed with my home/country sending agency.
- I have reviewed and asked questions about the costs and fees associated with my program.
- I have requested and reviewed my home/country sending agency's refund policy.
- I will refer to my home/country sending agency's refund policy, if I am owed a refund.
- AWA does not directly process refunds for program applicants or Students.
- My home sending agency may require a separate program agreement for my participation in the SWT program and I must contact them regarding program fees and/or refunds, and conditions/terms.

IV. AWA PROGRAM RESPONSIBILITIES

As a student on AWA's SWT program, I will be expected to follow both the regulations of the SWT program as set by the Department of State, as well as, the rules of program governance set by AWA.

GENERAL RESPONSIBILITIES

I agree to:

- Attend all required AWA Program Orientation meetings in my home country, prior to my departure.
- Complete all visa requirements specific to my country of origin in order to secure my eligibility with the SWT Program.
- Read and understand all the terms set within the Program Agreement(s) that I have signed with my home/country sending agency and AWA.
- Adhere to all rules and regulations, as outlined by the U.S. Department of State and AWA, relating to the SWT Program.
- Permit AWA to terminate my program without exception, if I fail to abide by Department of State or AWA rules and regulations governing the program.
- Permit AWA to terminate my program without exception, if I demonstrate/exhibit a poor/disrespectful attitude/behavior towards AWA Staff, Host Employer, peers, and community members.
- Avoid any behavior which may reflect negatively upon the U.S. Department of State, AWA, my Host Employer or my home country and agency.
- Not contact media and/or groups who may cause ill repute to the Department of State and its SWT Program.
- Contact AWA if I should have questions or issues with my program.
- Contact AWA if I should have any grievance.
- **Inform AWA of any changes that may affect my SEVIS record within 72-hours of the change. I understand that failure to do so will result in my immediate termination from the program.**
- Return to my home country, upon completion/shortening/termination of my SWT Program.



FLIGHTS/TRAVEL

In order to support your arrival to your Host Employer, you must:

- Provide AWA with my round-trip flight (arrival and departure) information at least 5-days before my arrival into the United States.
- **Flight information should be submitted directly through the Student section of my AWA Student Account. If I should fail to submit my flight details into my AWA Student Account at least 5-days before my arrival into the United States, I give AWA the right to cancel my program and I will not hold AWA liable for any costs I have accrued for my program.**
- I will make flight arrangements that will permit my arrival into the United States during my Host Employer's business hours/daytime.
- Arrive into the United States and/or at my Host Employer in accordance with the start date listed on my job offer form, but no more than 5-days before the start date listed on my DS-2019 form.
- Acknowledge that transportation from my arrival airport to my housing destination is not provided by AWA.
- If an option, I acknowledge it is my responsibility to contact my host employer at least *two weeks prior to my arrival to coordinate an airport pick up*.
- If I fail to arrange transportation from my arrival airport to my host employer, I must immediately arrange transportation for myself at my own cost.

FUNDS

I acknowledge that I must:

- Have the sufficient funds needed for my travel costs to my Host Employer (i.e. airfare, ground transportation, and hotel).
- **If I do not have the sufficient funds needed for my travel costs to my Host Employer, my program will be immediately terminated for my safety and well-being.**
- Immediately contact my Financial Sponsor, if I am in need of monetary support for travel costs to my Host Employer (i.e. airfare, ground transportation, and hotel) and/or to cover any portion of my program and/or living expenses while I am in the United States.
- **Permit AWA to immediately end my program for my safety and well-being, if I do not arrive to the United States with sufficient money and/or credit cards (minimum \$1000.00USD), refuse to pay for housing fees, funds, and/or my Financial Sponsor is not able to offer support. I will need to pay for my travel and will not hold AWA responsible.**
- Have the funds needed to support myself, as it may take 2 or more weeks before my first paycheck is received because of Host Employer payroll/job offer start date(s) and/or the need to present a valid Social Security number/card.
- I am financially responsible to pay for all expenses that may occur prior to obtaining my first paycheck. These expenses may include, but are not limited to: initial housing deposit, security deposit, first month of rent, travel from the city of arrival, food, toiletries, uniform fees, and transportation fees.

BUDGET

Sit down! Do the math! Can you afford to pay for your living expenses while you are in the USA? How much will you need? Who will help you pay for your living expenses? As soon as you arrive into the USA, you will need to immediately pay for:

- Food
- Transportation
- Housing

Completing a budget will help you fully understand your financial obligations/responsibilities. A Budget Form will need to be completed by you, *upon acceptance of your Job Offer*.

CULTURAL & VOLUNTEER EVENTS

I acknowledge that:

- Per U.S. Department of State program regulations and AWA Program Rules, I must participate and report my participation in cultural events and/or volunteer activities for the entire duration of the SWT program. Failure to do so will result in my program termination.
- **Failure to attend Cultural or Volunteer Event(s) sponsored by AWA or my Host Employer will be grounds for my immediate program termination.**
- I am required to participate in any Cultural or Volunteer Event(s) sponsored by AWA or my Host Employer and report my participation in my Monthly Check-Ins.
- I will not be paid for my participation in AWA or Host Employer sponsored Cultural or Volunteer Event(s).



LANGUAGE PROFICIENCY & COMPETENCY

Each AWA Student is evaluated via a short oral interview in English, so that AWA can assess their overall suitability, as well as, English proficiency. The interview shall be conducted via-Skype video call. AWA will ask Students to discuss various experiences and skills. Each AWA Interviewer will evaluate job interest, work experience, communication ability, English ability, and suitability for the program.

I acknowledge that:

- I understand that how I rate my level of English will be different than AWA’s English Proficiency and Competency ratings.
- AWA Full Placement job offers are partially based upon English Proficiency and Competency. Below are examples:

Sample Competency Evaluation-English Speaking Ability:

Does Not Meet Requirements BASIC	Meets Requirements INTERMEDIATE	Exceeds Requirements UPPER INTERMEDIATE	Superior in Requirements ADVANCED
<ul style="list-style-type: none"> • Speaks English at very slow rate. • Has very limited vocabulary. • Oral communication has severe grammatical errors. • Very strong accent. 	<ul style="list-style-type: none"> • Speaks English at a slower speed with a few pauses for words. • Better vocabulary. • Makes some grammatical errors in speech. • Moderate accent. 	<ul style="list-style-type: none"> • Speaks at a normal speed with no pauses for words. • Strong vocabulary base to carry on a conversation. • Makes few grammatical errors in oral communication. • Has a mild accent but not difficult to understand. 	<ul style="list-style-type: none"> • Speaks at a normal speed. • Has advanced vocabulary and full understanding of American slang and colloquial expressions. • Makes no grammatical errors in oral communication and can correct mistakes in others. • Has light to no traceable accent.

Sample Competency Evaluation-English Comprehension Ability:

Does Not Meet Requirements BASIC	Meets Requirements INTERMEDIATE	Exceeds Requirements UPPER INTERMEDIATE	Superior in Requirements ADVANCED
<ul style="list-style-type: none"> • Understands very little spoken English, even at a slow speed. • Possesses limited vocabulary, making comprehension difficult or impossible. • Cannot understand or follow written directions/rules. 	<ul style="list-style-type: none"> • Understands basic spoken English at a slower speed; may require Interviewer to repeat some questions. • Vocabulary is basic but can understand others with some effort. • Has minor difficulty reading-can follow basic writing. • Can perform behind-the-scene jobs with minimal customer contact. 	<ul style="list-style-type: none"> • Understands all conversation at a normal speed-does not need any clarification. • Strong knowledge of English vocabulary; understands many American slang words and colloquial expressions. • Can read and understand written text/instructions. 	<ul style="list-style-type: none"> • Understands advanced conversation at a faster than normal speed. • Has advanced vocabulary and full understanding of American slang and colloquial expressions. • Has experience in understanding American accents (Southern, East Coast, etc.).

English Level and Potential Job Types

ENGLISH LEVEL	Job Type
Intermediate	Housekeeping, area clean up, interacts with fellow employees: Minimum English capability.
Upper Intermediate	Room attendant, customer service: Upper-intermediate English capability. Interacts with customers and understands questions and/or directions with ease.
Advanced	Server, Resort worker, Hospitality, Front desk: Advanced level of English. Communicates with ease and promptness.

ARRIVAL INFO

SEVIS is the US government database that collects and manages data about foreign students and exchange visitors while they are in the US. In order for AWA to activate your program in SEVIS, you MUST:

- **Report to my vetted and assigned Host Employer. I understand that failure to do so will result in my immediate termination from the program.**



- Submit my Arrival Check-In within 72-hours after my arrival into the United States via my AWA Student Portal. I understand that failure to do so will result in my immediate termination from the program.
- I understand that the AWA Program Regulations dictate that failure to validate SEVIS within 10-days of my DS-2019 start date will result in my immediate termination from the J-1 SWT program.

SOCIAL SECURITY APPLICATION

I acknowledge that:

- I should not apply for my Social Security Card unless I have completed my Arrival Check-In AND received confirmation from AWA that my Arrival Check-In has been validated in SEVIS.
- I should not apply for my Social Security Card until 3 business days have passed from receiving AWA confirmation that my Arrival Check-In has been validated in SEVIS.
- It is my responsibility to complete my Arrival Check-In in a timely manner, so I may be able to apply for my Social Security Card.
- It is my responsibility to travel to the nearest Social Security Office, so I can apply for my Social Security Card.
- It is my responsibility to check on the status/processing of my Social Security Card Application. This will require me to visit the Social Security Office where I originally completed my application.
- I understand that failure to submit my Arrival Check-In and not having my visa validated in SEVIS before applying for a Social Security number may result in my Social Security number being delayed for up to 12-weeks or more.
- I will ask for a receipt of Social Security Application and provide a copy to my Host Employer for their records.
- Once I receive my Social Security Card, I show it to my Host Employer, so they can make a copy for their records.
- AWA can only advise about problems encountered in the process of applying for a Social Security number. YOU MUST COMMUNICATE with the Social Security office regarding any concerns.

V. JOB SELECTION

Full- Placement

AWA will provide my home/country sending agency with a list of available job choices which will be in line with my English Competency and Proficiency, suitability, dates of availability, and experience(s). To be eligible for job placement, I must:

1. Complete and pass an AWA Interview.
2. Submit all necessary program application documents.
3. AWA must approve my program application.
4. *Once I have passed my interview and my program application has been approved, AWA will assign me to a job placement.*

Please *NOTE* the following:

- All positions are on first come, first served basis.
- AWA does not guarantee that you will receive your preferred choice placement.
- AWA does not guarantee Host Employer assignments with friends/relatives/significant others.
- Host Employers may require a Skype interview before offering a job.
- Once I have been extended a job placement, I acknowledge that: I will have three days to review my job placement and agree to its terms. If by the third day I do not accept a job offer, I will automatically forfeit it and the job will be offered to another student.
- Depending on job availability and my qualifications, AWA will inform my home/country sending agency of my job placement confirmation (all host employers MUST confirm a Student's hiring).
- **Before accepting a job, please review the contents of the job offer BEFORE you sign. It is your responsibility to ask questions! Research the area where you will be working. Google the Host Employer.**
- **THINK: will I be able to do this job for the duration of my program? READ details of your job offer.**
- If I agree to the terms of my job offer, I will sign it.

Self-Placement

As a Self-Placement Student, I have decided to find my own job placement. In order for my job placement to be accepted by AWA, I must submit all vetting information to my home/country sending agency. AWA has the right to accept or deny my placement based on vetting requirements,



suitability, and/or concerns for my safety and well-being. AWA also requires a minimum of 5 Students to be placed at a Self-Placement Host Employer.

In one packet, the following items need to be submitted for AWA's review:

- 1.) Completed Host Employer Packet.
- 2.) Current and valid Business License.
- 3.) Current and valid Worker's Compensation Certification.
- 4.) Proof of Seasonality Form.
- 5.) Housing and Transportation Form

It will take AWA 5-7 business days to complete the vetting of a Self-Placement Host Employer. AWA will notify my home/country sending agency if my Self-Placement Host Employer has been approved or denied.

If I chose to have a second Self-Placement Host Employer vetted, I will be required to pay an additional fee for vetting.

VI. JOB OFFER

FULL PLACEMENT

For Full Placement Students, I understand that I will receive information about my Host Employer and employment position in the United States through AWA's Job Offer. I agree that this information will be provided to me *after* I am accepted into the program.

SELF-PLACEMENT

For Self-Placement Students, I understand that since I have found my own job offer, I have personally requested detailed information about my Host Employer.

TERMS

As a Full Placement/Self-Placement Student, I agree to the following employment terms:

- I will arrive to the employer in accordance with the start date listed on my job offer.
- I understand that my job offer may be cancelled by my Host Employer if my arrival into the United States is late/delayed. I understand that if this happens, AWA will cancel my program and I must immediately return home.
- I agree to commit to my job offer start and end dates. I understand that failure to complete my job offer start and end dates will have negative repercussions to my SEVIS record and ability to obtain visas in the future.
- I understand that I may not begin working immediately due to training and employer needs. I acknowledge that it may take several weeks to receive my first paycheck and I am fully prepared to financially support myself during this time.
- I acknowledge that the first two weeks of my employment I may be scheduled below 32 hours of work each week due to date of arrival within payroll period and/or employee trainings and orientations.
- I understand that I am required to inform AWA immediately if I encounter a problem with my Host Employer while in the United States.
- I understand that I may not start work at any job (i.e. initial, subsequent, or additional) until AWA has fully vetted such job. I understand that my program will be terminated if I fail to comply with this requirement.
- I understand that a second job may not be used as replacement for my initial obligation and that the hours provided by a second employer may not interfere in the work schedule provided by my original employer. I understand that AWA will be required to verify this employment PRIOR to beginning work.
- I am able to conduct myself as a young professional while participating in the work component of my program.
- I understand that the positions offered to most J-1 Students are entry-level, seasonal positions, and generally do not offer high wages.
- As I understand that the positions offered to most J-1 Students will be seasonal, entry-level positions and generally do not offer high wages, I will complete a budget to help me calculate my program financial obligations (i.e. housing, transportation, food, etc.).
- I understand that as positions are seasonal, entry-level positions and the starting hourly wage may be like that of Americans, but *not* comparable to full-time, permanent American employees.
- I understand that I am an at-will employee and my Host Employer has the right to terminate my employment at any moment in time (i.e. prior to arrival into the US and upon arrival into the US), if (examples included but not limited to the following): 1.) the quality of my work, performance, and/or personal behavior is not satisfactory, 2.) I do not exhibit proper hygiene and/or grooming standards, 3.) arrive to my work site intoxicated and/or under the influence of drugs, 4.) I demonstrate continued lateness and/or absenteeism, 5.) I refuse to pay for employee housing, 6.) I show disrespectful behavior to my supervisor/manager/peers, 7.) I steal, 8.) I share inappropriate photos/comments/literature, 9.) bully or use vulgar language, 10.) exhibit behavior that would be harmful to myself or others, 11.) break into my Host Employer's computer, 12.) "milking" time clock, 13.) refuse to work with others because of race/ethnicity, and 14.) use of cell phone on while on work duty.
- If my Host Employers should terminate me for just cause, I understand that AWA will terminate my program, requiring me to return home immediately at my own expense.



- I acknowledge that I am *not* allowed to quit my job without written permission from an AWA representative. Choosing to quit or abandon an AWA approved employer will result in my immediate termination from the program, requiring that I return home immediately at my own expense.
- I understand that changes in employment terms, hours, and position availability may occur before or after arrival. I acknowledge that AWA does not have control over such changes and verify that I will not hold AWA liable if changes to my job offer occur before arrival, upon my arrival, or during my program. These changes may require cancellation of my program or job reassignment.
- I understand that work hours may be directly impacted by weather, seasonal levels of business and other unpredictable causes or natural disasters. AWA has no control of such cases and my program may be cancelled or shortened due to such instances.
- I acknowledge that I am an at-will employee and my employment can be cancelled/terminated.
- In the event that my employment opportunity is lost due to unforeseen circumstances, or my hours drop below an average of 32 hours per week for two-consecutive weeks, I agree to contact AWA for guidance.
- I understand that if a replacement position is offered to me in a different geographical region, all cost relating to arranging and changing positions is of sole responsibility to the Student. AWA is not held responsible for any costs related to a job transfer.
- I understand that failure to accept an AWA replacement position, if available, may result in my program being shortened and will require my immediate departure from the United States at my own expense.
- I understand that I may be offered a job with a “Third Party” Host Employer. A Third Party provides workers to a variety of businesses via short-term seasonal/temporary positions.

VII. JOB CHANGES and SECOND JOBS

Job Changes

Each Student has a right to inquire about a job change. However, Students will need to first notify AWA, and provide a reason why they wish to no longer work for their Host Employer. AWA will review each inquiry, however, we will only process requests which are serious and justified. AWA will then contact the Host Employer to conduct fact-finding as to whether the claim is true and serious. AWA will then either approve or reject the job change request depending on the outcome. PLEASE NOTE: *Students must not start working at any job (initial, subsequent, etc.) before AWA has fully vetted and approved such job in writing.*

Second Jobs

Each Student has a right to inquire about a second job. However, second jobs are never guaranteed, and Students must not come to the U.S. with the expectations to have two or more jobs. In order for a second job to be approved by AWA, Students will first need to obtain a written approval from their primary Host Employer. If the schedule for a Student’s potential second job does not interfere with their primary work schedule, AWA will advise the Student on the further steps. PLEASE NOTE: *Students must not start working at any job (initial, subsequent, etc.) before AWA has fully vetted and approved such job in writing.*

- I understand if I request a job change, AWA will require me to submit a Job Change Request Form for review. Completing a Job Change Request Form does not guarantee that I can leave my assigned Host Employer. If AWA should approve my Job Change Request, I will be required to submit new Host Employer vetting and pay a \$100.00USD fee for review of Host Employer vetting and Housing options. The fee is payable whether or not the Host Employer has been approved.
- I understand if I request a second job, AWA will require me to submit a Host Employer packet with the Host Employer’s business license and worker’s compensation certificate for review. Submitting my second job information/vetting does not guarantee that I can begin working. The fee is \$50.00USD fee payable whether or not the Host Employer has been approved.
- I understand that the following positions are prohibited by the U.S. Department of State for the J-1 Summer Work and Travel (SWT) Program: In positions that could bring notoriety or disrepute to the Exchange Visitor Program; In sales positions that require participants to purchase inventory that they must sell in order to support themselves; In domestic help positions in private homes (e.g., child care, elder care, gardener, chauffeur); As pedicab or rolling chair drivers or operators; As operators or drivers of vehicles or vessels for which drivers’ licenses are required regardless of whether they carry passengers or not; In positions related to clinical care that involves patient contact; In any position in the adult entertainment industry (including, but not limited to jobs with escort services, adult book/video stores, and strip clubs); In positions requiring work hours that fall predominantly between 10:00 pm and 6:00 am; In positions declared hazardous to youth by the Secretary of Labor at Subpart E of 29 CFR part 570; In positions that require sustained physical contact with other people and/or adherence to the Centers for Disease Control and Prevention’s Universal Blood and Body Fluid Precautions guidelines (e.g., body piercing, tattooing, massage, manicure); In positions that are substantially commission-based and thus do not guarantee that participants will be paid minimum wage in accordance with federal and state standards; In positions involved in gaming and gambling that include direct participation in wagering and/or betting; In positions in chemical pest control, warehousing, catalogue/online order distribution centers; In positions with traveling fairs or itinerant concessionaires; In jobs that do not allow participants to work alongside U.S. citizens and interact regularly with U.S. citizens and to experience U.S. culture during the workday portion of their Summer Work Travel programs; With employers that fill non-seasonal or non-temporary job openings with exchange visitors with staggered vacation schedules; In positions that require licensing; In positions for which there is another specific J visa category (e.g., Camp Counselor, Trainee, Intern); In positions with staffing agencies, unless the placements meet the following three criteria:
 - ❖ Participants must be employees of and paid by the staffing agencies
 - ❖ Staffing agencies must provide full-time, primary, on-site supervision of the participants



- ❖ Staffing agencies must effectively control the work sites, e.g., have hands-on management responsibility for the participant.
- After November 1, 2012, in positions in the North American Industry Classification System's (NAICS) Goods-Producing Industries occupational categories industry sectors 11, 21, 23, 31-33 numbers (set forth at http://www.bls.gov/iag/tgs/iag_index_naics.htm).

VIII. HOUSING and LIVINGEXPENSES

- Housing may be co-ed/shared housing.
- I understand that my housing may show some signs of reasonable wear and tear.
- I will have roommates.
- My roommates will come from various countries/backgrounds/experiences/skill sets and will be different than me: I MUST be openminded. If am not able to be openminded, I give AWA permission to shorten my program and will require my immediate return home.
- I acknowledge that I will be able to partake and live in a communal environment.
- I am able to communicate my needs for use of bathroom/kitchen.
- Will be responsible to keep my housing/room/shared spaces clean/tidy.
- Understand that I will be held responsible for any damages or lack of cleanliness/tidiness to my housing/room/shared spaces.
- Will be respectful/mindful of my level of noise, invitation of guests, and use of shared spaces.
- I should not expect my SWT housing to be comparable to my personal home/surroundings.
- I agree to pay all required housing deposits prior or upon my arrival in the U.S. (as stated on my job offer).
- I acknowledge that I must reserve my housing before my arrival into the U.S. If I do not do so and do not have housing when I arrive into the US, I agree to give AWA the permission to shorten my program for my safety and well-being.
- I understand that if I fail to pay my required rent expenses on time that my program will be terminated, and I will be asked to return to my home country.
- I acknowledge my wage per hour listed on my job offer and I acknowledge I have calculated what I would make working 32 hours per week and how much of my income will go towards my required rent/living expenses.
- I understand that amenities (i.e. electricity, water, cable, Wi-Fi, etc.) will be separate charges from my daily/weekly/monthly rent and can vary depending on usage, as well as, the number of occupants.
- I understand that my housing may not come with: bed linens, bath towels, toiletries (i.e. shampoo, soap, toilet paper, etc.), kitchen pots and pans, eating utensils, or dishware.
- Depending on my housing location and worksite, I acknowledge that I will be required to walk/bike/take transportation to and from my home/worksite.

IX. PROGRAM SAFETY AND U.S. LAW

- I agree to allow AWA to immediately terminate my program if I should be arrested by law enforcement.
- I agree to always wear a bike helmet should I choose to ride a bike.
- I also agree to purchase light reflectors and night safety gear if I choose to ride a bike.
- I acknowledge that drinking alcohol of any kind if I am under the age of 21 will automatically result in my program termination.
- I acknowledge that if I am 21 years of age or older that providing alcohol of any kind to a minor (person under the age of 21) will automatically result in my program termination.
- I understand that the U.S. has "open container laws" which means any and all kinds of alcohol must be unopened and concealed in public places.
- I understand that going to work intoxicated or under the influence of drugs will result in my program termination.
- I understand that driving a vehicle or bicycle while I am under the influence of drugs or alcohol is against the law and will result in program termination.
- I understand that my employer may ask that I "clock out" or "punch out" for my lunch break during a work shift. A lunch break is not a paid break but may be required for an employee to take per U.S. law.
- I understand that should I be injured while working, traveling, or at any time during my program and I am medically not permitted to continue working, I permit AWA to shorten my program and ask for my return home.
- I understand if I have had a severe medical issue, I will be asked to return to my home country for my safety and wellbeing.
- I understand medical aid is not free in the U.S.! Doctor's visits, emergency room visits and all medical services have a cost. It is my responsibility to ensure I submit an insurance claim to receive reimbursement for medical expenses.

X. AWA COMMUNICATION AND MONTHLY MONITORING

- I agree to communicate with AWA and my employer in a professional manner. I agree to always state/write my first and last name and AWA ID number when corresponding via email or phone with AWA.



- I agree to participate in Monthly Monitoring communication in the form of an email or online survey, as required by the U.S. Department of State.
- I understand that failure to respond to complete AWA Monthly Check-Ins and respond to Monitoring communication will be immediate cause for program termination.
- I verify that I will respond to AWA within 24-hours of any phone or email communication received from them. I acknowledge that failure to reply will result in my program's termination.

Below is the process for non-responsiveness of Monthly Check-Ins:

- An automated message sent to Student to complete their MCI.
- Student must complete their Monthly Check-In within 30 days.
- On 31st/or 32nd day, if a Student has not completed their Monthly Check-In, Student will be contacted via email.
- Upon AWA's outreach, Student will be informed that their program is on probation for failure to complete their monthly check-in and that a response is needed from them within 24-hours.
- If AWA receives a reply from the Student, the Student will have 5 days to complete their MCI or their program will be terminated.
- If AWA does not receive a reply within 24-hours from the Student, AWA will contact the Student's Host Employer and state the urgency of the Student's reply within 48-hours.
- If there is no reply from the Student within 48-hours, the Student's program will be terminated without exception and must immediately return home at their own expense.

XI. PROGRAM COMPLIANCE

As part of the SWT program, AWA expects Students to follow all program terms, as well as their Host Employer's policies.

If a Student falls out of compliance, there are three possible disciplinary actions:

1. Zero Tolerance Probation
2. Program Shortening
3. Termination

NOTE: Only the U.S. government and AWA have the authority to modify a Student's program and/or visa status. Please initial _____

Zero Tolerance Probation/Termination

Depending on a Student's violation of a Department of State and/or AWA rule/regulations, AWA will either put a Student's Program on Zero Tolerance Probation or immediately terminate their program.

Examples for a Student's Zero Tolerance Probation/Termination are below, but are not limited to the following:

- 1.) Law enforcement custody.
- 2.) Arrest
- 3.) Marital Status Change
- 4.) Not arriving with the required funds.
- 5.) Refusing to be tolerant of cultural diversity.
- 6.) Poor attitude.
- 7.) Poor work performance.
- 8.) Continued tardiness or absenteeism.
- 9.) Use of drugs (non-prescribed or illegal).
- 10.) Malicious intent of crowdsource funding.
- 11.) Stealing at work, retail stores, grocery stores, or from peers.
- 12.) Bullying others.
- 13.) Harassing others (verbally, physically, sexually, and on Social Media).
- 14.) Poor speech at work or towards others (i.e. using profanity).
- 15.) Not paying rent and/or breaking housing agreement.
- 16.) Abandoning your job.
- 17.) Refusing to work.
- 18.) Not replying to AWA outreach.
- 19.) Not completing Monthly Check-Ins.
- 20.) Working an unvetted job.
- 21.) Destroying public or private property.
- 22.) Refusing or not appearing at AWA/Host Employer Cultural or Volunteer Events.
- 23.) Not partaking in the Cultural Component of your program.
- 24.) Posting negative or malicious comments/images on Social Media regarding AWA, USA, Host Employer, or others.
- 25.) Not arriving with proper funds to participate in AWA's Summer Work and Travel program.
- 26.) Acts of violence.
- 27.) Use of slurs or negative speech pertaining to a person's race, ethnicity, creed, religion, sexual orientation, or other protected categories.
- 28.) Acts of discrimination.



Program Shortening

AWA has the authority to shorten a students’ program if they have a:

- 1) medical condition in need of attention.
- 2) family emergency,
- 3) cannot find a replacement job, or
- 4) voluntarily end program.

After having their program shortened, Students have the option to travel in the USA for up to 30 days. However, they are no longer eligible to work in the USA and any type of work would be considered illegal. Upon the 30th day of their “Grace Period”, they must return to their home country.

NOTE: Students cannot voluntarily end the work portion of their program for the sole purpose of traveling.

Termination

AWA has the authority to terminate a Student’s program. Program termination may have long lasting consequences for the Student, as well as, for their immediate relatives. A Student’s program may also be terminated by the US government. If a Student’s program has been terminated, they will NOT receive a 30-day grace period.

NOTE: A program termination will require you to immediately return home and will affect your future visa applications.

XII. Traveler’s Insurance

Every Student will receive travel insurance with an ID card. Students will need to review their documents and familiarize themselves with their content and regulations. Student Traveler’s Insurance is for accidents and sickness only! No pre-existing conditions are covered! If you visit an urgent care facility/doctor/dentist/emergency room, you will need to pay for medical care at the time of your visit (i.e. deductible, fee).

The following table shows the plan benefits that are available under your international insurance plan. Please take some time to review the coverage benefits to ensure you understand what is covered. This is a consolidated summary of the benefits, for a full listing of the coverage benefits along with the plan exclusions please see the full policy conditions.

NOTE: If you feel you will need additional insurance coverage, please contact your home-country agency BEFORE you depart for the United States.

Plan Benefits	Coverage Amount
US Coverage	Included
Medical Maximum	\$100,000 per person, per occurrence
Deductible	\$100 per person, per period of coverage
ER Deductible	\$250 for illness and not admitted
Coinsurance	After you pay the deductible, the plan pays 100% to the medical maximum
Outpatient Medical Expenses	100% of usual, reasonable and customary
Hospital Room and Board	100% of usual, reasonable and customary
Intensive Care	100% of usual, reasonable and customary
Dental (Accident Coverage)	To a maximum of \$500
Dental (Sudden Relief of Pain)	To a maximum of \$200
Emergency Medical Evacuation/Repatriation	\$50,000 (in addition to medical maximum)
Return of Mortal Remains	\$25,000
Local Ambulance	\$10,000
Accidental Death & Dismemberment (AD&D)	\$50,000
Assistance Services	Included
Benefit Period	180 days



Student Insurance Zone

To learn more about your insurance plan, locate providers, view the full policy conditions, download claim forms and much more, please visit the Student Zone online where you can obtain all this information: <http://www.envisageglobalinsurance.com/student-zone/awa/>

Providers

Whether inside or outside the USA you have the freedom of choice to visit any provider you wish, however you are strongly encouraged to visit medical providers who are part of the insurance plan network. This will allow direct billing and can remove the need for you to pay up front for medical expenses. Inside the USA, you can search for a network provider online and either call for an appointment or for urgent care clinics, just walk up for treatment. You can then claim these back at a later time. Providers can be located online by visiting:

<http://www.envisageglobalinsurance.com/seven-corners/>

Claims

When seeking medical care please use the following guidelines to submit your claims to the insurance company:

- *Inside the USA* - If you sought treatment from an in-network provider and provided your insurance ID card at the time of treatment, they should be able to bill the Seven Corners claims team directly with no payment up front.
- If you have received any medical bills after treatment or paid for any services up front to a provider, please complete a claim form and email these documents to the claims email for processing.
- *Prescription Medications* – Any medications that you have been prescribed will need to be paid for at the time of purchase and added to any claims you are submitting.

Claim Forms

You can download a copy of the claim form from the student zone and submit it with your receipts to:

Seven Corners, Inc.
303 Congressional Blvd
Carmel, IN 46032
Fax 317-575-2659
claims@sevencorners.com

For faster processing, we recommend scanning and emailing claim forms and other claim documents.

XIII. GRACE PERIOD and TRAVEL

Grace Period

After Students successfully complete the work portion of their programs, they will be granted thirty (30) days to travel – this is referred to as a Student’s Grace Period. This is the time to explore the U.S; Students decide where to go, what to do, and what to see. Students may take a road trip across the country with their new friends, may visit family, or may return home earlier. The Grace Period is the most anticipated and rewarding part of the SWT program.

PLEASE NOTE: *It is important to remember the following:*

- *Students are no longer eligible to work in the U.S while on their Grace Period.*
- *The Grace Period comes after successfully completing the working portion of the program.*
- *Students who fail to complete the working portion of their program, will not be granted a Grace Period.*

Students Traveling Outside the U.S.

Many Students decide to travel outside of the U.S. during the program. The most popular destinations are Canada, Mexico, the Dominican Republic, and the Bahamas. However, it is extremely important that Students do *not* plan their trips without first communicating with AWA.

Below, please see the most important information regarding potential traveling outside the U.S.:

- If Students wish to travel outside of the U.S, they need to first contact AWA about their plans.
- AWA will advise Students to check the dates indicated on their DS-2019 form, as well as on their J-1 Visa.
- If the DS-2019 form and J-1 visa are still valid, Students will be advised to mail their DS-2019 form to AWA’s Main Office, in order to obtain a signature from AWA staff, which will allow Students to be re-admitted into the U.S upon the completion of their trip abroad.
- If the DS-2019 form and/or J-1 visa has expired, or expires during a Student’s intended stay abroad, travel will *not* be possible.
- If Students travel abroad without AWA approval, and/or if their documents expire while they are out of the country, they will *not* be admitted back into the U.S, and will need to travel to their home country straight from their current location.



XIV. MEDIA RELEASE

Please be advised that during the year, you may be photographed, videotaped, or interviewed at various AWA sponsored events. Per your consent, photographs, videos, or interviews may be reproduced and released for use in the media (i.e. AWA website, Facebook, Twitter, etc.).

XV. LIABILITY RELEASE

- I understand that AWA, its directors, officers, employees, agents, and affiliated organizations will act on my behalf in arranging employment and other services during my AWA program.
- I understand that none of the above stated parties will be liable for my loss, damage, personal injury, delay, or expense suffered or incurred resulting from any act or omission of any other entity within the U.S.
- I understand that failure to abide by the guidelines and rules stated in this agreement, AWA, and/or American employer, may be grounds for program termination.
- I understand that if I am terminated, I will be financially responsible for all costs incurred in the immediate return to my home country.
- I agree to comply with all U.S. federal, state, and local laws and to the jurisdiction of the U.S. courts.
- I understand that I am ultimately obligated to take responsibility for any crimes of violations I commit.
- I understand that a violation of U.S. laws may result in deportation proceedings in addition to other legal proceedings at the discretion of the U.S. Department of Justice.
- I agree that I am fully responsible for any and all expenses involved with my illegal behavior.
- I understand that if I am arrested or violate any laws, this will lead to my termination from the J-1 program.
- I agree and will pay for any property damage that I may cause in the U.S.
- I agree to all responsibilities and fees associated with renting/leasing housing for myself.
- I agree that AWA, without liability or expense, may take whatever action they deem appropriate with regard to my health and safety and may place me in a hospital or in the hands of a local medical doctor for treatment or medical services.
- I have read and understand the terms of my Traveler’s Insurance policy through Envisage. If additional coverage is needed (i.e. death benefit, flight cancellation, etc.), I will make sure to contact my home country agency before my departure to the U.S.
- In the event of an emergency, I permit AWA and/or its representatives to obtain full access of my medical records or court documents.
- I understand that in the event of my termination from the program, I will be required to return to my home country in no more than 10-days from my termination. I accept all financial costs involved in changing or purchasing travel arrangements to satisfy this requirement.

XVI. ADDITIONAL FEES

If at any point in time a student should request a Job Change, Second Job, or should need a DS-2019 replaced, the student will be charged a fee and must make payment to AWA via-PayPal. *Below, please see the table of additional fees.*

Job Change Request	\$100.00 USD	Fee for review of Host Employer vetting and Housing options. Fee is payable <i>whether or not</i> job change is approved.
Second Job Request	\$50.00 USD	Fee for review and approval of additional Employer. Fee is payable <i>whether or not</i> second job is approved.
DS-2019 Replacement Fee – For lost or destroyed DS-2019 forms.	\$35.00 USD	Includes replacement DS-2019 form and Domestic (USA) Shipping cost.