



# 2012 Work Experience USA Program Agreement - Slovenia

CCUSA ID #

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This agreement is between CCUSA ,Inc. (CCUSA), STA Travel Ljubljana

and

\_\_\_\_\_ (print name) you, a CCUSA participant

## Fees

1. An application payment of €200 must be paid when you submit your application form to CCUSA.
2. Depending upon which program option you choose, you will be required to make one of the below acceptance payments within 15 days of acceptance.
  - a. Independent Option €299
  - b. Independent Returnee Option €279
  - c. Placement Option €499
  - d. Job Fair Option €549
3. If you selected the Independent Option and submit your application and/or a job offer after 15 March 2012 you will be charged a €50 late fee.

## Refund Policy

1. The application payment is only refundable if the CCUSA country office or the CCUSA head office does not accept you on the program.
2. The acceptance payment will not be refunded if you cancel from the CCUSA program after acceptance or do not use your DS2019 form within the required time frame. In the case of serious illness or death of you, a parent or sibling (doctor's written verification certificate required), all fees except for the application payment will be refunded. All cancellations must be submitted in writing within 10 days before a refund can be issued. No refunds will be made for pre-existing conditions.
3. If you cancel for any reason, the DS2019 form must be returned to CCUSA before any refunds can be issued.
4. In the event the U.S. government rejects your visa application, only the acceptance fee is refundable. CCUSA strongly advises you to apply for your J-1 visa only in your country of residence or in the country that issued your passport. The U.S. government requires additional documentation if you apply for your visa outside your home country. CCUSA cannot be held responsible for visa rejections or delays in visa issuing due to processing delays on the part of the US embassy or consulate where you apply.
5. All program fees will be refunded to Placement Option participants not placed by 15 June 2012. In this event, refunding the fees is the limit of CCUSA's responsibility, as damages for non-participation are impossible to calculate. No refund is given to Placement participants who reject placements that meet their employer preferences or who have agreed to accept any placement.
6. No refund of the Job Fair/Placement fee is given if you change from the Job Fair Option or Placement Option to the Independent Option after receiving a placement.
7. All Independent Option participants are required to submit a CCUSA Independent Job Offer form before CCUSA can process fully their application. If the job offer submitted to CCUSA proves to be a false one, you will be cancelled from the program and only the acceptance payment is refundable.
8. In case of cancellation for any reason, CCUSA is not responsible for any other expenses incurred by the participant (e.g. U.S. consulate visa fees, transportation costs or penalties, etc).
9. Once you travel to the US and/or start your CCUSA program, there is no refund of any program fees, regardless of the reason why you cannot or choose not to continue your program. Having a J-1 visa and a DS2019 form does not guarantee you entry to the US. Entry to the US is solely the province of the U.S. Department of Homeland Security and not under the control of CCUSA Work Experience.

## Acceptance and Student Status

1. You must be at least 18 years of age and not older than 29 years of age by 1 May 2012 and submit with your application "proof of tertiary full-time status" which includes the dates of the university summer holiday break. Unless you are in your final year and graduating, you must also be registered for a full time course load for the semester following your Work Experience program. Graduating students are also only eligible to work during their University's official summer break and must submit evidence of their specific graduation date. The program is not open to participants with US citizenship, passport or alien residency.
2. CCUSA will conduct an interview to help you better understand the program and to assess your skills and experience. The CCUSA U.S. office decides final acceptance to the program.
3. Independent Option participants are required to provide a CCUSA Independent Job offer form before acceptance which CCUSA will verify with the employer.
4. Your application form and supporting papers are legal documents. Any false, misleading or withheld information on your application or inappropriate behavior during your interview, prior to departure for the USA or during your participation on the CCUSA program, is grounds for immediate cancellation from the program without refund. This includes information found in your application materials as well as anything you post on the internet. You are required to inform CCUSA of any changes in information provided within your initial application, including but not limited to: health conditions, student status, availability dates, and contact details. Failure to do so may result in immediate cancellation from the program without refund.

## PROGRAM OPTIONS

### I. Independent Option

1. The Independent Option is for participants who wish to find their own job. Visa regulations or program rules dictate that you cannot work as a camp counselor, in domestic help positions in private homes (maid, nanny, etc), in door to door sales that require you to invest your own money in inventory, in positions that are substantially commission-based and thus do not guarantee a minimum wage for all hours worked, in jobs that requiring licensing under US laws (such as in the medical profession, lawyers), adult entertainment industry jobs, as a pedicab or rolling chair driver or operator, as an operator of vehicles or vessels that carry passengers for hire and/or for which commercial drivers licenses are required, in any position related to clinical care that involves patient contact, as a crew member on ships or airplanes or as an airplane pilot.
2. U.S. State Department regulations for the visa currently allow participants holding citizenship for a country on the U.S. Visa Waiver Program to enter the U.S. without a pre-arranged job. However, these regulations could change at any time and require all participants to have a pre-arranged, verified job before their DS 2019 form will be issued. Should this change be made prior to Summer 2012, you will be required to give CCUSA a completed CCUSA Independent Job Offer form to verify no later than 15 May 2012 or at least 30 days before your requested DS 2019 start date. CCUSA strongly recommends that ALL participants locate employment and submit a completed CCUSA Independent Job Offer form prior to departure for the US. Any Independent Option participant who decides to travel without a prearranged job is required to provide a Proof of Funds form to CCUSA, showing access to at least US\$1500 in cash or credit card limit while in the USA.
3. CCUSA is required by US State Department rules for the visa to verify any employment information you provide to CCUSA. We will verify the legitimacy of the employer and contact them by telephone and email to confirm the job offer and its specifics. If the employer does not meet the verification requirements or does not respond to CCUSA's calls or emails within 7 days, the job offer will be rejected. At this point, you can provide more details about the job offer or have the employer contact CCUSA directly. If a job offer is completely rejected, you can submit a new job offer for verification but you will be charged €50 for the verification process of this second job offer. If the job offer you provide proves to be a fake one, you will be cancelled from the program and your application payment will not be refunded.
4. If you submit a job offer prior to departure which is verified by CCUSA, you are required to go to this employer. Failure to do so can result in the termination of your program and a terminated status in SEVIS. CCUSA prohibits the purchase of job offers from third parties and takes NO responsibility for any fraudulent job offers obtained through these parties. CCUSA strongly recommends that you have direct contact with your employer to verify all job conditions BEFORE you submit the job offer to CCUSA for verification.
5. State Department regulations allowing Visa Waiver Country passport holders to travel to the US without a pre-arranged job can change at any time to require all summer work/travel participant to have a job before travel. If these regulations change after you sign this program agreement, you will be required to comply with the new regulations.

### II. Job Fair Option

1. The Job Fair Option is only available to those who attend and are hired by an employer at the CCUSA Job Fair.
2. You must be able to commit to one employer for the dates and conditions on the Job offer. If you sign a Contract Job Offer, your visa can be terminated for failure to complete these dates.
3. If you are hired at the CCUSA Job Fair, you will be required to sign the Job Offer form before leaving the fair.
4. Your job offer is based on the availability dates you provided at the time of placement. If changes in your university break dates occur before you leave for the US, you MUST inform CCUSA. The employer reserves the right to cancel your job offer if your new availability dates are shorter than your original ones. In this case, CCUSA is under no obligation to find a new placement for you.
5. CCUSA cannot guarantee that the job offer extended at the Job Fair will not be rescinded between the time it is offered and your departure for the USA. If an employer rescinds the job offer, CCUSA will endeavor to replace you. If we do and you refuse the placement, no refund of any program fees will be given. We cannot guarantee that the position or location will be the same as the original placement so any additional costs for transportation to this new employer will be your responsibility. If we are unable to replace you, your program fees will be refunded.
6. CCUSA cannot guarantee that the conditions of the original job offer will not change. The number of work hours and possibly the position may change due to business conditions at the time of your arrival.



### III. Placement Option (available only to those able to work at least 3 months and up to 4 months)

1. The Placement Option is for those whose completed application is in the CCUSA US office by 15 March 2012. Our primary consideration will be to find a job suited to your skills and English language abilities.
2. You must be willing to commit to one employer for the dates and conditions on the Job offer. If you sign a Contract Job Offer, your CCUSA J1 program can be terminated if you do not complete the full dates on the job offer.
3. Your job offer is based on the availability dates you provided at the time of placement. If changes in your university break dates occur before you leave for the US, you MUST inform CCUSA. The employer reserves the right to cancel your job offer if your new availability dates are shorter than your original ones. In this case, CCUSA is under no obligation to find a new placement for you.
4. A job offer can occur any time after acceptance and up to 15 March 2012. Since employers make all final hiring decisions, a job offer is not guaranteed. The earlier you apply, the greater your chance of receiving an offer.
5. CCUSA will inform you of your job offer, including the date you are required to report to work. You must return a signed copy of this job offer within 14 days of receiving it (after 1 June 2012 it must be returned within 7 days) or the job offer will be rescinded and you will be cancelled from the placement option with no refund of fees.
6. CCUSA cannot guarantee that the Placement Job Offer will not be rescinded between the time it is offered and your departure for the USA. If an employer rescinds the job offer, CCUSA will endeavor to replace you. If we do and you refuse the placement, no refund of any program fees will be given. We cannot guarantee that the position or location will be the same as the original placement so any additional costs for transportation to this new employer will be your responsibility. If we are unable to replace you, your program fees will be refunded.
7. CCUSA cannot guarantee that the conditions of the original job offer will not change. The number of work hours and possibly the position may change due to business conditions at the time of your arrival.

### Insurance and Visa

1. CCUSA's travel insurance policy is compulsory for the dates on the DS2019 form. Three months of CCUSA's Basic Level insurance is included in your program fees. The cost of additional Basic insurance is €65 per month and €35 per week. Premium Insurance is €75 per month. To upgrade the included Basic Insurance to Premium is €10 per month. For coverage during any travel time before or after the dates on your DS2019 form, you must extend your insurance coverage. The U.S. government requires that you have coverage for the full duration of your time in the USA from the date you enter the US to the ending date on your DS2019 form. If you elect to stay in the US for any part of the 30 day grace period you must have insurance coverage for this time.
2. The insurance policy includes: accident, sickness and medical evacuation coverage. Insurance does not cover pre-existing conditions or car insurance. In the case of an accident or illness it is your responsibility to submit a claim form with all original documentation and follow the procedures set out by the insurance company. CCUSA is not the insurance company. All claims, processing, and queries are between you and the insurance company. Please see insurance documents for full details of the coverage.
3. Your DS2019 form will be issued once you have a placement or provide a CCUSA Independent Job Offer form that CCUSA can verify, have paid all program fees and confirmed your personal information through your CCUSA Footprints account. If there are changes to your personal information or the dates of your program after the DS2019 is issued, there is a €50 fee to reissue a new form.
4. Your visa dates will be a combination of your university summer holiday dates and your own availability. No DS2019 forms will exceed the total length of the university break dates or the US embassy approved visa dates for your country.
5. The J-1 visa permits you to enter the U.S. and legally work for the dates listed on your DS2019 form and NOT on the J-1 visa stamped in your passport unless the two are the same. Some US embassies are now including the 30 day grace period in the dates on the J-1 visa they issue. Having a J-1 visa and a DS2019 form does not guarantee you entry to the US. Entry to the US is solely the province of the U.S. Department of Homeland Security and not under the control of CCUSA Work Experience. You must enter the U.S. within 6 days of the start date on your form so that you can validate your program with CCUSA within the required 10 days of your visa start date. Failure to validate your program within the required 10 days will result in a SEVIS status of "No Show" which means your participation in the program has been cancelled.
6. If you know you are not going to be able to travel to the US within 6 days after your DS2019 start date, CCUSA requires that you request a date change. It is YOUR responsibility to notify your local office and request a change to your program start date. There is a charge of €25 to change only the dates in your SEVIS record. To have a new form DS2019 printed, the fee is €50.
7. You cannot begin work or validate your visa before the start date on your DS2019 form. The summer work/travel visa is valid for a maximum of 4 months (or the length of your university break dates whichever is shorter) and cannot be extended under any circumstances.
8. Provided you successfully complete your CCUSA Work Experience program, you are eligible for a 30 day grace period after the end date on your DS2019 form. This grace period is to prepare for your return home and/or to travel ONLY within the borders of the USA. If the US embassy in your country has set a specific date by which you must return home and this date is less than 30 days after the end date on your DS2019 form, you are not eligible for a full 30 day grace period. If you do not successfully complete your CCUSA program and are terminated from the program, you are NOT eligible for this 30 day grace period.
9. The U.S. consulate charges fees for the processing of the J-1 visa. A fee of US\$35 for the SEVIS system must be paid prior to your interview with the U.S. Embassy or consulate. Your CCUSA office will have up to date information about all fees and payment procedures.

### Orientation and Travel

1. CCUSA provides a mandatory Orientation meeting in your country to give detailed information about the J-1 visa, program rules and life in the United States. U.S. government regulations require that you attend this orientation. Failure to do so can result in the cancellation of your program without refund.
2. You are responsible for all travel costs to, from and within the USA, including to and from your place of employment.
3. STA Ljubljana will book your return travel as soon as you are accepted to the program. You must pay for your own flight to the USA to STA Ljubljana.

### Social Security, Employment, Wages, Taxes and Housing

1. In order to work in the USA, you must apply for and be issued a Social Security card. You can only apply for this card once you have arrived in the USA. You must apply for your Social Security card at a Social Security office, using the instructions given to you at the orientation session in your country. The Social Security Administration recommends that you NOT apply until you have been in the US for at least 10 days AND have validated your visa with CCUSA. The Social Security Administration is a U.S. government agency and therefore, not in the control of CCUSA. CCUSA is not responsible for the time it takes to process your Social Security number or for any costs you incur while waiting for your card. Due to U.S. security and privacy laws, CCUSA is not allowed to apply for or inquire as to the status of your Social Security card. Participants must do this directly with the Social Security Administration.
2. Many employers will not hire or pay workers who do not have a Social Security number. If an employer does not hire or pay without a Social Security card, you MUST have sufficient funds to support yourself during this time.
3. CCUSA does NOT recommend that you put the CCUSA address on your Social Security card application. If you do, we will charge US\$25 to send your Social Security card to you via a courier service. You will need to provide CCUSA with a Credit Card authorization for this payment before the card will be sent.
4. Your payment while in the USA will usually be at least the minimum wage as set by the U.S. Department of Labor. Working and salary conditions may change upon your arrival due to business conditions. Employers have indicated on the job offer the number of hours they expect to give you. You must come with sufficient money to cover all of your expenses in the USA until you begin earning a wage. For Job Fair/Placement option participants we suggest a minimum of US\$900. Independent Option participants should bring a minimum of US\$1500. (This does not include money you will need for your travel to your employer in the U.S.)
5. You must comply with your U.S. employer's rules and policies, including but not limited to rules and policies about such matters as personal grooming and drug testing.
6. The U.S. government requires that every person earning wages in the U.S. file a tax return for every year they are employed in the U.S. You will be required to file a return for 2012 as a CCUSA Work Travel participant. To assist you in complying with this requirement, you will need to complete the appropriate documents so that CCUSA's Tax Service can file tax returns on your behalf. This process will be explained during your CCUSA pre-departure orientation.
7. CCUSA does not arrange or provide you with housing. If an employer does offer housing, it is usually on a first come, first served basis. Whether or not you arrange your own housing or it is arranged through your employer, you will be required to sign a lease and pay a deposit usually amounting to the first and last month's rent. CCUSA is not responsible for any problems you may encounter in finding housing.

### Program Rules, Visa Validation and Termination Grounds

1. As a CCUSA participant, you are required to follow all the CCUSA Work Experience program rules as outlined in the on-line CCUSA International Staff Handbook. Please make sure that you are familiar with these rules.
2. You will be required to regularly access our member's website, Footprints, to provide information we require, get up-to-date information about your program, check in every 30 days while in the US and receive important program announcements and alerts.
3. It is a program requirement that you provide CCUSA with an up-to-date WORKING e-mail address that you will check at least once a week from the time you apply and throughout your program in the USA. CCUSA will not be held responsible for any problems caused by your failure to check your Footprints account and e-mail regularly or if you do not keep CCUSA updated about changes to your e-mail address. If you use a university or school email account, you will be required to set up a personal account prior to your departure to the USA.
4. U.S. government regulations require that all participants on a J-1 program keep their program sponsors informed of their whereabouts and program activities while in the USA. You must go to Footprints (<http://footprints.ccusa.com>) when you arrive at your work destination and provide the exact details of your employment and your physical living address in the USA. Failure to do so within at least 6 days of the start date on your DS2019 form (and not the date you enter the US) will result in a NO SHOW status in SEVIS. In addition, you are required to inform



CCUSA within 10 days of any change in your employment or housing after this initial contact. Failure to do so will result in the automatic termination of your J-1 program in the SEVIS system. Both of these statuses in the SEVIS system mean that you are not able to remain in the USA or to return to the USA in the future.

5. After this initial validation, you are also required to contact CCUSA every 30 days to confirm your living and working addresses. CCUSA will send you emails reminding you to provide this required contract through your Footprints account. Failure to respond to these emails or calls will result in the ending of your program.
6. All CCUSA Work Experience participants are required to go to their employers by the start date on the Job Offer form. Participants who cannot do this MUST contact their employer and the local CCUSA office to obtain permission to change the start date. Failure to do this will result in the cancellation of your Job Offer form. Should you instead decide to cancel your participation in the program, no refund of fees will be given. If you have already traveled to the US and do not report to your verified employer, CCUSA will end our sponsorship of your visa and change your SEVIS status to terminated.
7. It is a requirement of your visa that you are employed while on the program in the USA. Failure to maintain employment during the dates of your visa can result in the early ending of your J1 program. Independent participants can withdraw from the program prior to the end of the working visa without adversely affecting status with the U.S. government as long as you inform CCUSA of the date of your withdrawal. Job Fair, Placement and Contract Placement participants MUST fulfill the terms of their job offer and should refer to their signed Job Offer form for details. Failure to do so can result in termination of your program.
8. Your participation in the CCUSA program can be terminated for the following reasons: failure to validate your program within 6 days of your DS2019 start date, conviction of a crime, engaging in unauthorized employment, failure to pursue program activities, failure to submit a change of current address and/or employment within 10 days, failure to maintain health insurance, violation of Exchange Visitor Program regulations or violation of CCUSA program rules, including failure to attend the mandatory Pre-departure Orientation meeting and leaving your US employer without following all CCUSA procedures (see below).
9. Participants terminated from the program will have their CCUSA sponsorship ended and their SEVIS status changed to terminated and are required to leave the US immediately. Termination status can affect your ability to obtain visas to the US in the future.
10. CCUSA Work Experience reserves the right to change program rules, conditions and fees if any State Department regulations for the J-1 summer work/travel visa change after the printing of this program agreement.

### Changing Jobs or Leaving Employer

**Before departure to the US:** you are not allowed to travel to the US without a verified job offer approved by CCUSA, your sponsor. Once you accept a placement on the Placement or Job Fair option or provide your own job offer on the Independent option, you will be required to go to that employer or risk termination from the program. If you decide you do not wish to go to your verified employer, you MUST notify CCUSA at least 30 days before you are scheduled to travel. If you are on the Placement or Job Fair option, you can change to the Independent option but you must provide a job offer immediately for CCUSA to verify. If you are on the Independent Option, you must provide another job offer immediately for CCUSA to verify. You will be charged €50 for this service. You will not be allowed to travel until and if the new job offer is verified and your DS2019 start date will be changed to a later date if necessary.

### After arrival in the US:

1. Contract Option for Placement or Job Fair participants: You must go to your assigned employer. Failure to do so will result in the termination of your visa, no matter what the reason. Contract Placement and Job Fair participants must complete the dates on their Job Offer or risk termination from the program. Refer to your job offer for full details. If you encounter a situation at your employer, which makes it difficult for you to continue working there, you MUST contact CCUSA Work Experience in the US immediately. CCUSA will document all incidences of employer and participant misconduct, and use the US Federal and State Fair Labor Laws as a guideline for determining whether or not you are released from your agreed upon work dates. Participants who do not follow ALL of these steps will have their visas terminated. A change in your university break dates does NOT justify breaking the contract. Participants must provide CCUSA with accurate university break dates and availability dates for work at the time of the job offer.
2. Non -contract Job Fair and Placement participants: You must go to your assigned employer. Failure to do so will result in the termination of your visa. You are also expected to work for the full dates on your job offer. If you do not, you are required to discuss your reasons for wishing to leave with CCUSA. If CCUSA approves, you will be required to work for at LEAST 2 weeks before you can give a two-week notice to your employer. (This means a minimum of 4 weeks of work at your assigned employer.) In most circumstances, you will be required to provide a new CCUSA Independent Job Offer form BEFORE leaving the employer which CCUSA will verify and a US\$50 job verification fee. You cannot work for this new employer until you have CCUSA's approval to do so.
3. All Independent option participants are required to go to their verified employer. You cannot change jobs or leave that employer without CCUSA's prior approval. In most circumstances, you will be required to provide a new CCUSA Independent Job Offer form before leaving the employer which CCUSA will verify. You cannot work for this new employer until you have CCUSA's approval to do so and have paid the US\$50 job verification fee. Failure to follow these procedures can result in the termination of your program. You must also notify CCUSA of any changes to your U.S. address or any plans to return to your home country early.

My signature below confirms that I have read, understood and agree to abide by the rules, conditions and terms of the 2012 CCUSA Work Experience Program Agreement. I understand that I allow my name, address, email address and phone number to be forwarded to the preferred travel agent and/or to other participants placed at the same employer or traveling on the same flight. I allow photos taken of me at meetings, arrival sites, at my employer location and/or any CCUSA-related activity to be used for publicity purposes.

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**Please make a copy of this for your own records, and return the signed original to your local CCUSA office.**

