



Camp Counselors USA

2012 Letter of Agreement

This form constitutes a binding contract between Camp Counselors USA ("CCUSA") and your camp ("Camp"). The following terms and conditions apply to all CCUSA participants placed at Camp for the 2012 summer camping season under the U.S. State Department Exchange Visitor program administered by CCUSA.

Section 1: As the visa sponsor, CCUSA agrees to provide participants with:

1. A mandatory predeparture Orientation meeting in his/her home country (first-year participants).
2. A completed DS2019 form enabling participants to apply for a J-1 Exchange Visitor Visa, which allows them to work at Camp. The J-1 visa is valid for up to four months depending on the availability of the participant and the Camp contract dates. Each participant's specific visa dates will be shown on his/her DS2019 form and/or CCUSA Footprints account.
3. Assistance in scheduling an interview at the U.S. Embassy/Consulate in the home/resident country to obtain a J-1 visa.
4. Round-trip international air transportation for participants in F-category (see fee schedule). Note: Due to the recent major changes in air travel costs, CCUSA may charge Camp an additional fee due to unexpected flight price increases. This charge will only apply to participants who are scheduled to fly on a CCUSA group flight.
5. Accommodation at our "Meet & Greet" site upon arrival in New York City for participants who opt for and pay the additional fees.
6. Assistance with travel arrangements to Camp from the domestic "Meet & Greet" site (if applicable).
7. Three months of provided insurance. Participant must be covered during entire length of visa and is responsible for and must obtain coverage if contract exceeds 3 months.
8. 24-hour emergency support and counseling services during the camping season (May 1 through October 1).

Section 2: As the employer, Camp agrees to provide each participant with the following, before employment begins:

1. Information by mail, email or telephone within one week after placement outlining Camp rules, policies, and participant's job responsibilities.
2. A job that matches the participant's skills, abilities and visa category for the duration of the Camp season.
3. Provide travel to camp instructions to CCUSA within 8 weeks of participant designated date of arrival.
4. One-way transportation from New York City (including transfers from Meet & Greet site) to Camp for F-category participants and one-way transportation from the selected domestic meeting point to Camp for N-category participants.
5. One collect call (or use of Camp's 800 number) to Camp upon participant's arrival in the U.S.
6. If Camp requires a participant (due to travel or any other circumstances) to stay at the CCUSA Meet & Greet site the Camp will be charged the fee unless the participant is paying the Meet & Greet costs.
7. Orientation upon arrival at Camp covering Camp rules, policies, participant responsibilities and completion of the I-9 form and assistance in obtaining a social security card.

Section 3: As the employer, Camp agrees to provide each participant with summer support during the camping season:

1. Free room, board, bedding, and uniforms (if required) for the duration of employment. Camp must also make laundry facilities or service available for participant's use. Camps paying and meeting hourly wage requirements may deduct as State employment laws allow.
2. An average of 24 hours time off each week, of which at least 12 hours must be continuous daylight hours. Camp further agrees to provide assistance with transportation from Camp on days and evenings off. Support Staff may not work more than 10 hours in any one day and/or 60 hours in one week.
3. Camp agrees to pay participant the amount specified in "Pocket Money to Staff" prior to the end of the camp season. Pocket Money is the minimum gross amount to be paid to participants. No FICA, FUTA, or Medicare taxes may be deducted from this amount, as J-1 participants are exempt. However, Federal income tax must be withheld. In states with a state income tax, state income tax must also be withheld. Camp must check with its State Labor Board to ensure that these amounts comply with its state's minimum wage laws. The standard Resident Camp Counselor contract season is nine weeks (63 days), standard Support Staff contract is ten weeks (70 days) and the standard Day Camp contract is eleven 5-day weeks (77 days) for all staff; which includes staff training and days off. Pocket Money is based on these standard Camp contracts. For additional days of work beyond the standard Camp contract, Camp must pay additional Pocket Money of \$30/day for Counselor work and \$40/day for Support Staff work (excluding days off). CCUSA Fees and the Pocket Money are calculated based on a contract season that begins the first day of the Camp's general staff orientation, including all training days. However, if a participant arrives earlier than the staff orientation for a certification-training course sponsored by the Camp, the contract season will begin on the first day of the Camp's general staff orientation. Neither the CCUSA Fee nor the Pocket Money will be pro-rated for a participant hired for less than 9 weeks.
4. If any CCUSA staff member will be working at Camp while a "user group" is present, Camp must obtain prior written approval from CCUSA.
5. No pre-camp work is allowed for first-time participants. If staff training/orientation includes pre-camp work, this must be communicated in writing to the participant prior to his/her arrival at Camp.
6. If any of Camp's policies differ from the policies stated in this Agreement, Camp must communicate its policies clearly, in writing, to participants and CCUSA at the time of placement and must obtain participants written consent.

Section 4: Payment to CCUSA:

1. Camp agrees to pay CCUSA the amount for each participant specified in "Fees to CCUSA." Payable in two installments:
 - a. 50% of CCUSA Fees due on or before June 1, 2012.
 - b. Balance is payable on or before August 1, 2012. A late payment charge will be assessed at the rate of 1.5% per month. Failure to meet the payment deadline will result in poor employer rating and/or probation.
2. If you cancel placement or change the arrival date of your participant(s) after the international and/or domestic flight tickets have been issued, you will be charged a minimum of \$200 as a flight date change fee, plus any additional airline cancellation/change fees. There will also be a \$50 DS2019 reprint fee to adjust visa dates if you change the contract dates of your participant(s) at any point after the original DS2019 form has been printed. All placement cancellations will incur an Administrative Fee of \$200.
3. A minimum \$35 SEVIS fee will be charged to Camp for every participant placed - this fee is set by the Department of State, is variable, and is subject to increase without notice.
4. 1.5% Bonus discount off the "Fee to CCUSA" if full payment of the balance due for all placements made prior to April 15, 2012 is received by May 1, 2012.

Section 5: Late Arrivals:

1. Fees to CCUSA and Pocket Money will not be discounted or pro-rated if a Camp hires a staff member after the start of their season, unless the staff member is being transferred from another site of employment in the U.S.
2. Fees will not be pro-rated due to delays in participant visa issuance or flight delays.

Section 6: Early Departures:

1. Camps must notify CCUSA immediately if a problem arises. Camp must notify CCUSA before departure of participant and provide the participant the opportunity to speak with CCUSA before their departure from Camp.
2. Camp maintains written documentation of incidents or warnings given to a participant and provides these to CCUSA upon request.
3. Camp agrees to arrange safe transportation from Camp and first night's lodging (if applicable) for any participant who leaves Camp early.
4. If a participant departs prior to the end of his/her agreed employment period, the Pocket Money and Fee to CCUSA will be pro-rated based on the number of days the participant worked at Camp (based on 63 days for Resident Camps and 77 days for Day Camps) only if CCUSA is notified prior to the participant's termination or early departure. The participant is responsible for paying CCUSA or the Camp the balance of the CCUSA fee that would otherwise be paid by the Camp to CCUSA. Camp should withhold all pocket money from the participant until payment to participant is approved by CCUSA. The SEVIS fee and any domestic travel costs will not be credited or pro-rated. The Camp is responsible to pay participant remainder of pocket money owed in full before the participant departs Camp property.
5. If Camp cancels placement for a participant hired at a CCUSA-sponsored Camp Fair, CCUSA will charge the Camp \$250 (also see Section 4, number 2).
6. For returnee participants who depart early from Camp, the Camp will receive a pro-rated refund of the Fee to CCUSA less \$245 for administrative costs.
7. For Pre-Placed participants who depart early from Camp, the Camp will receive a pro-rated refund of the Fee to CCUSA less \$395 for administrative costs.
8. CCUSA reserves the right to remove a participant from the Camp if there is evidence of a threat to the participant's health, safety, or well-being.

2012 Camp Counselor USA Program Fee Schedule

Travel Category	Conditions	Fee to CCUSA	Pocket Money	Total Cost of Participant (not incl. SEVIS †)
CCUSA Sponsored Flight - Camp responsible for one way transportation to camp from New York.				
18 years	F-18	\$1,460	\$700	\$2,160
19-20 years	F-19/20	\$1,650	\$850	\$2,500
21+ years	F-21+	\$1,650	\$1,000	\$2,650
Support Staff	F-SS (18)	\$1,625	\$900	\$2,525
Support Staff	F-SS(19+)	\$1,625	\$1,100	\$2,725
Pre-Placements – Support Staff***	F-SS-PP	\$1,270	Same as above by age	Varies by age
Returnee (Counselors and Support Staff)*	F-R (SS)	\$995	\$1,500 or Negotiate	\$2,495
Participant responsible for own travel to selected domestic meeting point for camp.				
18 years	N-18	\$995	\$1,285	\$2,280
19-20 years	N-19/20	\$1,150	\$1,550	\$2,700
21+ years	N-21+	\$1,150	\$1,645	\$2,795
Southern Hemisphere 18 years**	H-18	\$1,095	\$1,285	\$2,380
Southern Hemisphere 19-20 years**	H-19/20	\$1,250	\$1,550	\$2,800
Southern Hemisphere 21+ years**	H-21+	\$1,250	\$1,745	\$2,995
Pre-Placements – Counselors***	N-PP or H-PP	\$395	Same as above by age	Varies by age
Support Staff	N-SS (all ages)	\$1,050	\$1,680	\$2,730
Pre-Placements – Support Staff***	N-SS-PP	\$395	\$1,680	\$2,075
Returnee (Australia)*	N-R	\$0 if participant pays or \$350	\$2,000 or Negotiate	Varies by payment choice
Returnee (Counselors and Support Staff)*	N-R (SS)	\$0 if participant pays or \$245††	\$2,000 or Negotiate	Varies by payment choice
Direct Placements****	N-DP	\$395	N/A***	Varies by age
Additional Pocket Money Categories				
ACA-Approved Certified Lifeguard	LG	Standard agency fee by age	Additional \$100 by age	Varies by age
ACA-Approved Water Safety Instructor	WSI	Standard agency fee by age	Additional \$150 by age	Varies by age
ACA-Approved LG + WSI Certifications	LG+WSI	Standard agency fee by age	Additional \$200 by age	Varies by age
Special Needs Camps	N/A	Standard agency fee by age	Add \$100 by age (Counselors only)	Varies by age

* Third season or more at the same Camp, returnee pocket money becomes \$1650 (F-category) or \$2150 (N-category).

** Australia, New Zealand and South Africa

*** Pre-Placements – To qualify, participants and Camp must present a signed Camp employment contract at the time of their application to CCUSA.

**** Direct Placements – Participants recruited/hired by Camp from any country where there is no local CCUSA office. Please contact CCUSA for appropriate Letter of Agreement.

† A minimum \$35 SEVIS fee will be charged to Camp for every participant placed - this fee is set by the Department of State, is variable, and is subject to increase without notice.

†† If participants pays full fees, camp pays no fee. If camp pays \$245, participant pays home country program fees.

Camp agrees to waive and release all claims against CCUSA, including but not limited to its officers, employees and representatives, for all injury, loss, damage, action, delays or expenses incurred by Camp or any of its staff or clients (including legal cost and fees) caused by or involving a CCUSA participant during his/her stay at Camp.

Dispute Resolution:

This agreement and any claim arising out of or related to it, shall be governed by and construed under California law. The parties further agree to submit to the nonexclusive jurisdiction of California courts, and to bring any claim in California. Camp and CCUSA agree that any claims arising out of or related to this agreement shall be determined by arbitration administered by the American Arbitration Association under its commercial arbitration rules, such arbitration to be held in San Francisco, California and governed by the substantive law of California, and further agree that judgment on the arbitration award may be entered in any court having jurisdiction thereof. By signing below or accepting a CCUSA participant, Camp and CCUSA agree to the foregoing terms and conditions. In addition, we agree to follow the "ACA Best Practices" for international staff.

If submitting this form electronically check the box below and email it to camps@ccusa.com as an alternative to signing and type the name of the person completing this form.

Name of person completing this form _____

Camp Name _____ Camp ID _____

EIN/Tax ID# _____ Additionally, please provide CCUSA with your Workers' Compensation Policy Information

Marielle den Hollander - CCUSA _____ September 1, 2011 _____
 Date Camp Director Signature Date

This agreement must be signed and returned to CCUSA prior to any 2012 applications being sent to your camp for review.
 CCUSA, 2330 Marinship Way, Suite 250, Sausalito, CA 94965 • Fax: (415) 339-2744 • Email: camps@ccusa.com
 (This form may also be found on your Camp Web Access account at <http://cwa.ccusa.com>)