



DIRECT EDUCATIONAL EXCHANGE, LLC

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2009 H-2B Program Application

H-2B Program Description

The H-2B Program is directed towards prospective international participants seeking temporary or seasonal employment in the United States. All H-2B Program participants are legally bound to work only for the employer who requests their arrival to the U.S. Most of Direct Educational Exchange, LLC's H-2B programs last 5 - 10 months providing participants an opportunity to make a decent wage, equal to that of their American counterparts.

All participants are required to complete their H-2B program for the employer printed on their H-2B visa. The H-2B Program is an excellent choice for committed international participants looking to make a wage equal to their American counterparts while providing their best efforts toward the betterment of the U.S. employer who requests their presence.

Participant Prerequisites

- Be at least 18 years of age (21 if applicable), willing and qualified to be employed within an American company;
- Be capable of functioning in an English speaking environment;
- Have a clear criminal background;
- Be able to document proof of sufficient funds and bring a minimum of \$1,000 USD;
- Thoroughly complete the H-2B Program Application;
- Be able to pass a drug test; and
- Provide all requested documents with applicable English Translations.

Please complete the following H-2B application and include all required paperwork, including, but not limited to the following: a copy of your valid passport (page with picture), previous U.S. visas, a resume, a cover letter, a letter of recommendation, a copy of your birth certificate and an original criminal background check both with certified English translations. All incomplete applications cannot be processed and may cause delays in your Employment start date, so please make sure all documents are filled out completely and that the documentation submitted is current and valid. In addition, certain employers partnering with Direct Educational Exchange, LLC will require you to apply for what is known as a Gaming License or other related licenses or cards. Please be prepared to do so and pay all necessary fees involved in obtaining your license. For any further clarification or additional information, please contact your recruiting agency or Direct Educational Exchange, LLC.



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Checklist

Please complete the following checklist once you have completed your application packet.

Application	Complete
Passport Size Photo (1)	<input type="checkbox"/>
Page 1 (Participant Information)	<input type="checkbox"/>
Page 2 (United States Experience)	<input type="checkbox"/>
Page 3 (Employment History)	<input type="checkbox"/>
Page 4 (Education Information)	<input type="checkbox"/>
Page 5 (English Language Ability and Miscellaneous Information)	<input type="checkbox"/>
Page 6 (Proof of Sufficient Funds & Terms and Conditions)	<input type="checkbox"/>
Page 7 (Terms and Conditions Continued)	<input type="checkbox"/>
H-2B Visa Application Finalization	<input type="checkbox"/>

Additional Documents

Criminal Background Check with certified English translation	<input type="checkbox"/>
Birth Certificate with certified English translation	<input type="checkbox"/>
Copy of Valid Passport (page with picture)	<input type="checkbox"/>
Resume	<input type="checkbox"/>
Cover Letter	<input type="checkbox"/>

If Applicable

Copy of Previous United States' Visas	<input type="checkbox"/>
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I hereby certify that I, as the H-2B Program Applicant, understand that submitting an incomplete application packet may lead to delays in my processing and, therefore, alter my original start date.

Participant's Name (Print): _____

Participant's Signature: _____



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Please attach your
Passport size photo
here

Participant Information

Please fill out the information below printing clearly and accurately as it appears on your passport.

Last Name: _____

First Name: _____ Middle: _____

Date of Birth: _____ / _____ / _____ Gender: Male Female
month day year

City of Birth: _____ Country of Birth: _____

Country of Citizenship/Permanent Residence: _____ / _____

Permanent Address: _____

City: _____ State: _____ Country: _____ Zip Code: _____

Telephone: () () _____ Mobile Phone: () () _____

Email: _____ @ _____

Emergency Contact Information

Full Name: _____

Relationship to Participant: _____

Telephone: () () _____ E-mail: _____

Passport Number: _____

Issued by (Country): _____

Issued Date: _____ / _____ / _____ Expiration Date: _____ / _____ / _____
month day year month day year

Location of U.S. Consulate where you are applying for the H-2B Visa:
 City: _____ Country: _____

Social Security # (if applicable): _____ - _____ - _____

Marital Status: _____ Number of Dependents: _____

Participant's Name (Print): _____

Participant's Signature: _____



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United States Experience

If you answer NO to either of the first two questions, then sign on the bottom and skip to the next page.

Have you ever been to the United States? Yes No

Have you ever worked in the United States? Yes No

If yes, what type of U.S. Visa did you use during your stay? _____

When was the last time you were in the U.S.? _____ / _____ / _____
month day year

Do you have experience handling U.S. currency? Yes No

United States Employment History (most recent first)

NO U.S. Employment History -
(Sign on the bottom and skip to the next page.)

Employer/Company: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: () _____ Fax: () _____

Dates Employed: _____ / _____ / _____ to _____ / _____ / _____ Type of Visa: _____
month day year month day year

Position: _____ Job Duties: _____

Employer/Company: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: () _____ Fax: () _____

Dates Employed: _____ / _____ / _____ to _____ / _____ / _____ Type of Visa: _____
month day year month day year

Position: _____ Job Duties: _____

If additional space is needed for listing any additional United States Employment History information, please attach additional sheet(s) of paper to the back of this application with the additional information as needed.

Participant's Name (Print): _____

Participant's Signature: _____



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Employment History

Home Country Employment History (most recent first)

NO Employment History -
(Sign on the bottom and skip to the next page.)

Employer/Company: _____

Address: _____

City: _____ State: _____ Country: _____ Zip Code: _____

Telephone: () () _____ Fax: () () _____

Dates Employed: _____ / _____ / _____ to _____ / _____ / _____
month day year month day year

Position: _____ Job Duties: _____

Reason for Leaving: _____

Employer/Company: _____

Address: _____

City: _____ State: _____ Country: _____ Zip Code: _____

Telephone: () () _____ Fax: () () _____

Dates Employed: _____ / _____ / _____ to _____ / _____ / _____
month day year month day year

Position: _____ Job Duties: _____

Reason for Leaving: _____

Employer/Company: _____

Address: _____

City: _____ State: _____ Country: _____ Zip Code: _____

Telephone: () () _____ Fax: () () _____

Dates Employed: _____ / _____ / _____ to _____ / _____ / _____
month day year month day year

Position: _____ Job Duties: _____

Reason for Leaving: _____

If additional space is needed for listing any additional Home Country Employment History information, please attach additional sheet(s) of paper to the back of this application with the additional information as needed.

Participant's Name (Print): _____

Participant's Signature: _____



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English Language Ability and Miscellaneous Information

The English Language Ability section needs to be filled out by your English teaching institution or Program Advisor.

English Language Ability		<input type="checkbox"/> Native English Speaker – (Proceed to the next section below.)		
Oral English	beginner <input type="checkbox"/>	intermediate <input type="checkbox"/>	advanced <input type="checkbox"/>	
Written English	beginner <input type="checkbox"/>	intermediate <input type="checkbox"/>	advanced <input type="checkbox"/>	
Reading Comprehension	beginner <input type="checkbox"/>	intermediate <input type="checkbox"/>	advanced <input type="checkbox"/>	
Additional comments: _____				
Full Name: _____				
Institution: _____				
Title: _____ Email: _____				
Signature: _____ Date: _____ / _____ / _____ <i>month day year</i>				

Have you ever used another name? Yes No

If yes, please provide the names below:

Last Name: _____ First Name: _____

Last Name: _____ First Name: _____

Have you ever been convicted of a crime other than traffic violations? Yes No

If yes, please describe fully, including the date, locations and nature of the conviction(s). Convictions do not automatically disqualify a candidate. Please attach any documentation in regards to your conviction(s). Description: _____

Have you ever been refused / denied or had suspended / revoked a work card, visa or permit issued by a US governmental agency? Yes No

Have you ever been in violation of any US immigration laws? Yes No

If yes, please explain: _____

Participant's Name (Print): _____

Participant's Signature: _____



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Proof of Sufficient Funds and Terms and Conditions

Proof of Sufficient Funds

I, _____ *please print name* _____, certify that I can provide a copy of my bank or credit card statement proving that I have at my disposal the minimum amount of \$1,000 USD, upon my arrival to the United States. I also understand that Direct Educational Exchange, LLC provides no financial support while I'm in the United States on the H-2B Program and any additional funds will need to be retrieved by myself.

Participant:

Printed Name: _____

Signature: _____ Date: _____ / _____ / _____
month day year

Participant Guarantor:

Printed Name: _____

Relationship to Participant: _____

Signature: _____ Date: _____ / _____ / _____
month day year

Terms and Conditions

I, _____ *please print name* _____, hereby agree, but am not limited to, the following terms and conditions:

Participant Responsibilities

1. Each applicant agrees that all the information provided in the application is true to the best of his/her knowledge and acknowledges that any false or misleading information may lead to immediate dismissal from DEE's H-2B Program.
2. The applicant is responsible for considering his/her personal health and safety needs when applying for or accepting a place on the H-2B Program. If the applicant suffers from any health or other medical condition that would create a risk for him/her or other individuals, while abroad, he/she should not apply.
3. The participant is responsible for reading and carefully considering all materials made available that relate to safety, health, legal, environmental, political, cultural and religious customs and conditions in the US. Each participant must take full responsibility in the event that laws, regulations or customs are broken, regardless of foreknowledge.
4. The participant must supply DEE with the name and contact details of the next of kin, to be contacted in the case of emergency. These details must be included in the participant's H-2B Program application.
5. If, during the course of the program the participant encounters any difficulties with safety, health, the job, housing, including charges or fees for housing, sanitary conditions, over crowding, etc. or any other problem, the participant must notify DEE as soon as possible by phoning DEE at 1-916-985-9631, Monday-Friday, 8:00 am - 5:00 pm PST.
6. The participant agrees to pay all fees in accordance with the requirements of DEE or DEE's Representative through whom he/she is submitting an application.
7. Applicants are responsible for submitting all requested documentation, as noted in his/her application to DEE's Representative in a timely fashion for visa processing. DEE will not be held responsible for any additional costs incurred (including the cost of rebooking a flight) due to delays in submitting documentation by participants or delays by the US Embassy/Consulate of issuing a H-2B visa or delays by the USCIS, USDOL and US Embassy/Consulate.
8. Each applicant must pay the local visa fee to the US Embassy/Consulate. Applicants are responsible for any additional visa fees that might apply at the US Embassy/Consulate in the country where they are applying for the H-2B visa.
9. All applicants must attend an interview and complete language screening in order to participate in the program.
10. Each participant is required to participate in a DEE Orientation by notifying a DEE Regional Representative of his/her arrival (where applicable).
11. It is the responsibility of the participant to exercise due care once in possession of the legal documentation (I-797B approval notice of petition) and visa. The cost of replacing these items must be borne by the participant. The participant does not get the original copy of the form I-797B.
12. The participant is responsible for all of his or her acts along with any loss or damage resulting there from while on the Program. The Participant agrees to indemnify and hold harmless DEE and any other party that has suffered a loss by reason of the participant's conduct.
13. All travel before, during and after the Program is at the participant's own risk. Any participant who chooses to operate motorized vehicles is responsible for obtaining the necessary license, permission and insurance and does so at his/her own risk.
14. Participants on DEE's H-2B Program are required to comply with all US Government visa and immigration requirements.

Participant's Name (Print): _____

Participant's Signature: _____



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Terms and Conditions Cont.

Employment or Job Related Conditions

- 15. If the participant has misrepresented any statement in the application or does not meet the contractual obligations with the employer, the participant is subject to immediate termination.
- 16. The participant may not change his/her employer at any time, nor accept any additional employment with the existing or a new employer. In addition, the H-2B employment offer is only valid with the USCIS employment authorization under the H-2B visa category and enrollment in DEE's H-2B Program year 2009.
- 17. Participants shall only work for the employer listed on their H-2B Visa.
- 18. The participant must be able to support himself/herself in the US until he/she gets his/her first paycheck. The participant is required to have at least \$1,000 USD with himself/herself upon arrival in the US. DEE and/or the Employer are not responsible for any of the participant's expenses incurred.
- 19. Once a participant accepts a position with a DEE-sourced employer he/she agrees to stay at that place of employment for the entire duration of the H-2B program.
- 20. In case of the participant prematurely resigning from his/her job, or if the employment is terminated before the end of the H-2B program for any reason, no fees shall be refunded.
- 21. If a participant is fired from his or her job for violation of employer policies, he or she shall be terminated from the program.

Contractual Terms

- 22. This English language version of the terms and conditions is the binding contract between the participant and DEE.
- 23. DEE's H-2B Program is subject to US government approval and portions of it may change without notice to comply with US government mandates.
- 24. DEE does not own or operate any entity which provides goods or services for the program including, for example, arrangements for or ownership or control over houses, apartments or other lodging facilities, airline, vessel, bus or other transportation companies, food service or entertainment providers, etc. All such persons and entities are independent contractors. As a result, DEE is not liable for any negligent or willful act or failure to act of any such person or entity, or of any third party. Without limitation, DEE is not responsible for any injury, loss, or damage to person or property, death, delay or inconvenience in connection with the provision of any goods or services occasioned by or resulting from, but not limited to, acts of God, force majeure, acts of war or civil unrest, insurrection or revolt, strikes or other labor activities, criminal or terrorist activities of any kind, overbooking or downgrading of accommodations, structural or other defective condition houses, apartments or other lodging facilities (or in any heating, plumbing, electrical or structural problem therein), mechanical or other failure of airplanes or other means of transportation or for any failure of any transportation mechanism to arrive or depart timely, dangers associated with domestic or wild animals, sanitation problems, food poisoning disease, lack of, access to or quality of medical care, difficulty in evacuation in case of medical or other emergency, or for any other cause beyond the direct control of DEE.
- 25. The participant agrees that any dispute concerning, relating, or referring to the Employment Confirmation Letter, to DEE's H-2B Program Application, to any other literature concerning the H-2B program, or the H-2B program itself shall be resolved exclusively by binding arbitration in California, according to the existing rules of the American Arbitration Association. Substantive California law will govern such proceedings.

H-2B Program-Related Conditions

- 26. DEE reserves the right to refuse acceptance of any applicant that DEE deems does not meet the H-2B program eligibility requirements or any applicant that DEE does not deem appropriate to accept in the general interests of the H-2B program.
- 27. Participation in the H-2B program begins when the participant arrives on US soil (including the US airport before customs and border checkpoint) and terminates on the participant's H-2B Visa expiration date.
- 28. If a participant is terminated or resigns from the program, the participant has 24 hours to return to his/her home country and his/her DEE H-2B Program automatically ends.
- 29. The participant intends to spend the entire H-2B program duration working for his/her designated employer and is aware that any premature departure from his/her employer shall result in DEE and/or the Employer notifying the U.S. Department of Homeland Security or other agency of the United States government that the participant is in violation of their H-2B status and that this notification may result in immediate cancellation of the visa, possibility of arrest, detention and deportation. In any of these events, DEE is neither liable nor responsible.
- 30. Any act committed by the participant, deemed negligent by US law, DEE or the Employer, or for which he/she is associated, may result in termination of his/her employment, at which time he/she must immediately return to his/her home country.
- 31. DEE reserves the right to provide the participant with foreign travel insurance, contracted through an outside insurance company, for the duration of the participant's program period or dates as confirmed by DEE. If said insurance is offered to the participant by DEE, the insurance will cover the duration of the program period or dates as confirmed by DEE. It is the responsibility of each participant to purchase further insurance for any period outside the term of the H-2B program as defined below. DEE cannot be held responsible for any insurance claim in the event that a participant has failed to secure adequate insurance. The insurance policy coverage will begin as soon as the participant is confirmed as arrived by his/her employer. The insurance policy coverage will be terminated as soon as the H-2B program ends, either by premature termination/resignation or the end date stated on the participant's H-2B visa.
- 32. In the event of a physical or mental accident/occurrence, in which treatment from a medical institution is required, DEE shall not be responsible for the participant nor act as the participant's agent. DEE will assist in minimal actions only. The participant should refer to his/her health insurance booklet for the proper procedures to take.
- 33. DEE reserves the right to dismiss any participant from the H-2B program who is deemed by DEE to be a danger to him/her or others or whose conduct is deemed to be detrimental to the H-2B program. In the event of such a dismissal, DEE shall not be held responsible for any airfare; charges or any other expenses incurred by the participant and shall not be required to return any fees paid by the participant.
- 34. Once the participant has been granted their H-2B visa, there will be no refund should the participant cancel the H-2B program or if the participant is deemed inadmissible by the USCIS/US Customs and Border protection.
- 35. Neither DEE nor the Employer is responsible for providing housing. If an employer chooses to offer housing it is usually on a first-come first-served basis. Whether the participant arranges housing independently or through the employer (when applicable) the participant will be required to sign a lease and pay a deposit, which usually amounts to the first and last month's rent and may include an additional security deposit. DEE is not responsible for any fees/penalties occurred by the participant breaking any lease agreement they signed.

By signing below, I certify that I have read, understand and agree to the Terms and Conditions listed in this H-2B application. Furthermore, I confirm that if I have received the program agreement from DEE, I understand that any matters included in the agreement supersede the Terms and Conditions in this application as applicable.

Participant:

Printed Name: _____

Signature: _____ Date: _____ / _____ / _____
month day year

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Website: www.directee.org



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H-2B Visa Application Finalization

Please fill out the information below printing clearly and accurately as it appears on your Passport.
Use capital letters when necessary.

Last Name: _____

First Name: _____ Middle: _____

Date of Birth: _____ / _____ / _____ Gender: Male Female
month day year

Country of Birth: _____

Country of Citizenship: _____

Country of Permanent Residence: _____

Social Security # (if applicable): _____

Do you have a valid Passport? Yes No
If yes, please provide the following information:

Country Issuing Passport: _____

Passport #: _____ Expiration Date: _____ / _____ / _____
month day year

Have you ever applied for immigration to the United States? Yes No
 If yes, results: Accepted Denied If accepted, please provide Alien #: _____

If denied, please state the reason for denial: _____

Have you applied for an H-2B Visa within the past 7 years? Yes No
 If yes, when: _____ / _____ / _____ Results: Granted Denied
month day year

Previous H-2B Employer: _____

Date of last entry to the United States under the H-2B visa: _____ / _____ / _____
month day year

Date of last departure from the United States under the H-2B visa: _____ / _____ / _____
month day year

Have you ever been denied an H-2B Visa? Yes No
 If yes, when: _____ / _____ / _____ Reason of Denial: _____
month day year

Please proceed to the H-2B checklist page to check off the appropriate pages you have completed and confirm all the additional documents you have attached. Please thoroughly check each page/document before checking them off of your checklist.

Participant's Name (Print): _____

Participant's Signature: _____