

Summer 2018 Work & Travel Employment Agreement - Northern Virginia

1. PAY RATES

New Lifeguard
Virginia: \$9.00/hour (\$13.50/hour overtime)

Returning Lifeguard
Virginia: \$9.50/hour (\$14.25/hour overtime)

2. DATES OF EMPLOYMENT: Regular season begins May 26 and continues through September 3

Start Date: May 19 - June 23, 2018
Based on country's program dates/individual job offer

End Date: September 3 – 17, 2018
Based on country's program dates/individual job offer

The employee must arrive before the start date listed on his or her job offer (the work start date is not an arrival date). Late arrival may result in loss of job offer placement or position. Only weekend work is available in most areas before Memorial Day (May 28) and after Labor Day (September 3). **Positions and areas are limited for work start dates after May 26.**

3. CULTURAL EXCHANGE

The purpose of the J-1 Work and Travel Program is to foster cultural exchange. High Sierra supports this goal by offering cultural events during the summer, as well as by publicizing other information and events in arrival materials, the bi-weekly Sierran employee newsletter, and the company Facebook page. HSP events include activities such as a baseball game outing, beach trip, Lifeguard Olympics, etc. The employee is expected to participate in company and other local events to meet the cultural goals of the program and to gain the most from his or her summer experience.

4. WORK HOURS

A 48-54 hour-per-week average is guaranteed over the course of the regular season (May 26 – September 3) to employees with good work performance and safety inspection results. The employee will generally work 8-10 hour shifts, 5-6 days per week; weekend and holiday work (including a scheduled shift on the last day of regular season, September 3) is required. Half or partial shifts may also be scheduled. A typical lifeguard shift is a mid-day shift, beginning in the late morning and continuing until early evening (for example, 11am-7pm) but varies by each pool location. The average number of hours is calculated by first adding all hours worked during full calendar weeks (Monday – Sunday) of regular season, then dividing that by the number of full weeks worked. Please note that some areas and pool sites may have limited hours in May, June and August due to American schools being in session; increased hours will be scheduled in other weeks to offset this. HSP is not responsible if an employee does not meet the season average hours because of poor performance, employment termination, personal injury, severe weather or a catastrophic event.

5. PROGRAM COMPLETION LETTER

Employees who work through their job offer end date will be eligible to receive a program completion letter, including their work dates and job responsibilities. Employees who end employment early or who are dismissed for performance reasons will be eligible only to receive a letter verifying their position and work dates. These letters will be available for download on November 1, 2018 in the Employee Portal.

6. UNIFORM & APPEARANCE: The purchase of a uniform is required.

New hire: \$65.00
Jacket, 2 shirts, shorts/swimsuit, whistle, hip pack, hat

Rehire: \$45.00
2 shirts, shorts or swimsuit, whistle, hip pack, hat

Every employee is expected to practice daily hygiene and good grooming habits. The uniform must be worn while working including the hip pack. The employee should supply solid color sweatpants or windbreaker pants and a long-sleeved t-shirt to wear under the uniform during inclement weather days; other personal clothing is not permitted. Excessive or offensive tattoos or excessive piercings are not permitted, or they must be covered at all times when working. Sideburns, mustaches, and beards should be neatly trimmed. Hair must be a natural color. Jewelry should be minimal. Some worksites may have more restrictive policies. Electronic devices including cell phones, tablets and laptops may not be brought on to the pool deck. Lifeguards may purchase additional uniform items for sun protection or to cover tattoos not in compliance with company policy.

7. AMERICAN RED CROSS CERTIFICATION COSTS

Full Certification cost, HSP Employee: \$150*
(Includes Lifeguarding, First Aid, CPR, AED, BPT)

Bloodborne Pathogens Certification (BPT) \$15
(For returning guards)

*The regular cost of certification is \$250. HSP offers Full Certification at discounted rate of \$150 to all High Sierra Pools employees who commit to working through September 3, 2018. A \$50 deposit on the certification course may be required. The full \$150 certification cost is due prior to the start of the certification course; \$50 of this amount is nonrefundable. If employment is terminated prior to September 3, 2018, the employee agrees to pay the \$100 price difference via deduction from his or her last paycheck(s). Alternately, the employee may pay the \$100 difference to HSP in cash or money order at least 1 business day prior to the date of the last paycheck.

8. FEES PAYMENT: Read and Initial

Certain fees are due upon arrival and the start of the job, including any certification cost balance, housing deposit, uniform, bicycle purchase, and first week's rent. However, rather than paying up-front, the employee may choose to have some employment and housing-related fees deducted from paychecks. In this case, the regular deduction amount will be between \$350-400 per bi-weekly paycheck; however, based on the employee's arrival date and authorized fees total the regular deduction amount may be higher. HSP may increase this amount for the last three paychecks in the event that fees will not be recoverable via the regular paycheck deduction amount. By signing this Agreement, the employee authorizes HSP to make bi-weekly deductions from his or her paycheck until the total costs are paid in full. _____ (Initials)

Upon arrival, an itemized statement will be prepared and approved by the employee based on the options he or she selects. During the season, any questions related to authorized fees or deductions from pay may be emailed to AF@highsierrapools.com.

9. AMERICAN RED CROSS LIFEGUARD CERTIFICATION REQUIREMENTS

All High Sierra Pools Lifeguards must be certified by the American Red Cross. To attend the course, the participant must pass the prerequisite skills test:

1. Swim 300 yards continuously (1 yard equals 0.9 meters) demonstrating breath control and rhythmic breathing. Candidates may swim using the front crawl, breaststroke or a combination of both but swimming on the back or side is not allowed. Swim goggles may be used.
2. Tread water for 2 minutes using only the legs. Candidates should place their hands under the armpits. The head must remain above the surface of the water.
3. Complete a timed event within 1 minute, 40 seconds.
 - Starting in the water, swim 20 yards. The face may be in or out of the water. Swim goggles are not allowed.
 - Surface dive, feet-first or head-first, to a depth of 7 to 10 feet to retrieve a 10-pound object (10 pounds equals 4.5 kilos).
 - Return to the surface and swim 20 yards on the back to return to the starting point with both hands holding the object and keeping the face at or near the surface so they are able to get a breath. Candidates may NOT swim the distance under water.
 - Exit the water without using a ladder or steps.

A limited number of positions are available in some areas for lifeguards with shallow water certification (accepted at selected facilities with water less than 5 feet). For this certification, the prerequisite skills test is as follows:

1. Swim a 100-yard continuously demonstrating breath control and rhythmic breathing. Candidates may swim using the front crawl, breaststroke or a combination of both. Swimming on the back or side is not permitted. Swim goggles are allowed.
2. Tread water for 2 minutes using only the legs. Candidates should place their hands under the armpits. The head must remain above the surface of the water.
3. Complete a timed event within 50 seconds. (Goggles are not allowed for this event.):
 - Starting in the water, swim 20 yards using the front crawl or breaststroke or a combination of both. The face may be in or out of the water.
 - Submerge to a depth of 4 to 5 feet to retrieve a 10-pound object.
 - Return to the surface and walk or swim 20 yards on the back to return to the starting point with both hands holding the object at the surface of the water.
 - Exit the water without using a ladder or steps.

The length of the course is 28 hours, 35 minutes. The participants (both regular and shallow water participants) are required to:

- Attend the entire course and participate in all class sessions.
- Actively participate in all course activities, including assuming various roles during scenarios.
- Demonstrate competency in all required skills.
- Pass the final skills scenarios.
- Successfully pass final written exams with a minimum grade of 80 percent. If a participant fails to reach the minimum 80 percent on the final written exam, a retest is allowed using the other version of the exam, provided that the learner has passed the final skills assessment.

Upon successful completion of the Lifeguarding course, each participant will receive two American Red Cross Certificates: Lifeguarding/First Aid/CPR/AED (valid for 2 years) or Shallow Water Lifeguarding (up to 5 feet)/First Aid/CPR/AED, (valid for 2 years), and Bloodborne Pathogens (valid for 1 year). Returning lifeguards need to renew the Bloodborne Pathogens certification annually. All certificates will be provided upon arrival to the U.S. Lifeguards with prior U.S. experience with another company (not HSP) must supply a copy of their American Red Cross Certifications (if held) when the job offer is signed.

To maintain their knowledge and skills, lifeguards will be required to participate in safety inspections over the course of the summer. Group in-service trainings may also be organized to help lifeguards maintain their skills, and attendance is highly recommended.

10. POOL OPERATOR CERTIFICATION

In certain areas, a pool operator certification is required by law. Where required, pool operator certification is included in the cost of lifeguard certification; however, if a re-test is needed due to failure, the employee will be required to pay the \$25 re-test fee. Failure to obtain the pool operator certification where required may result in relocation despite a preferred area or roommate group.

11. WORK LOCATION ASSIGNMENTS

Work location assignments will be made at the time of job offer. The employee might also be assigned a secondary work site after arrival. Due to business needs, unforeseen circumstances, work performance, arrival after the job offer start date, or other reasons, it may be necessary for the employee's primary work and/or housing location to change. If this occurs, the employee and the visa sponsor will be notified. Some worksites are completely "smoke-free," meaning that smoking is prohibited even in outdoor spaces.

12. VACATIONS & TRAVEL

The employee may request extra days off for a short vacation (3 days or less) during the summer. Requests must follow the HSP scheduling policies and will be granted based on business needs and other existing employee requests. No days off are permitted during Memorial Day Weekend (May 26 – 28), Independence Day (July 4) or Labor Day Weekend (September 1-3). **Due to operating needs, no vacations are permitted after August 13, 2018.**

13. WORK PERFORMANCE

High Sierra Pools' priorities are safety, customer service and teamwork. The employee will receive an Employee Handbook prior to beginning work and is responsible for learning and following all the policies contained in the handbook, as well as those posted at the worksite and described in on-site training by the employee's supervisor. If the employee fails a safety inspection or has poor work performance, the company may take one or several actions according to its discipline policy, including removing the employee from duty immediately. The employee is encouraged to consult his or her supervisor and/or the Human Resources department with any questions regarding policies.

14. ELIGIBILITY FOR RETURNING LIFEGUARD RATE

If the employee has prior season lifeguarding experience with another U.S. company, in order to be eligible for returner pay rate he or she must submit the following types of documentation to usa@highsierrapools.com: a copy of the prior certifications AND either 1) a pay stub showing at least 160 hours of work or 2) the W-2 wage statement. This documentation must demonstrate that lifeguarding was the job performed and must be emailed to usa@highsierrapools.com **prior to the job offer being issued.**

15. RAIN POLICY

In case of inclement weather such as rain or cold, High Sierra Pools reserves the right to close the facility where the employee works. If a facility is closed for part or all of a scheduled shift and the employee is sent home, he or she will be paid for actual hours worked, not scheduled hours. In some cases, the employee might be asked to contact the supervisor at a specified time to determine if the pool will re-open. If the employee is required to remain on-site and monitor the weather until the pool can re-open, he or she will be paid for this as hours worked. If hours are lost due to weather, these hours are not guaranteed to be rescheduled or made up later in the season.

16. JOB DESCRIPTION

Job Title: Lifeguard

Department: Operations

Reports To: Pool Manager/Area Supervisor

Summary Monitors activities in swimming areas to prevent, recognize and manage accidents in and around the swimming pool; maintains pool facility including water quality; and ensures a positive experience for patrons by performing the following duties.

Essential Duties and Responsibilities include the following. Other duties may be assigned.

1. Constantly monitors and regulates the behavior of patrons and co-workers to prevent unsafe activities and accidents
2. Warns patrons of safety hazards
3. Displays a positive and courteous attitude when enforcing pool rules and regulations
4. Effectively responds to emergencies; executes rescues and first aid including spinal injury management
5. Prepares pool area for opening and closing each day
6. Supervises all facility activities and controls entry to the facility by monitoring use of pool and guest passes
7. Keeps aquatic facilities clean including deck, restrooms, changing facilities, tiles, skimmers, windows, guardroom and trash receptacles
8. Assists in the control of water quality, operation of pool filtration system, and water testing including recording chemical readings hourly
9. Performs all duties satisfactorily to meet American Red Cross Lifeguarding requirements, including cardiopulmonary resuscitation (CPR) and First Aid
10. Meets minimum swimming requirements for American Red Cross Lifeguarding certification class:
 - Swim 300 yards continuously (1 yard equals 0.9 meters) demonstrating breath control and rhythmic breathing. Candidates may swim using the front crawl, breaststroke or a combination of both but swimming on the back or side is not allowed. Swim goggles may be used.
 - Tread water for 2 minutes using only the legs. Candidates should place their hands under the armpits.
 - Complete a timed event within 1 minute, 40 seconds.
 - Starting in the water, swim 20 yards. The face may be in or out of the water. Swim goggles are not allowed.
 - Surface dive, feet-first or head-first, to a depth of 7 to 10 feet to retrieve a 10-pound object (10 pounds equals 4.5 kilos).
 - Return to the surface and swim 20 yards on the back to return to the starting point with both hands holding the object and keeping the face at or near the surface so they are able to get a breath. Candidates may NOT swim the distance under water.
 - Exit the water without using a ladder or steps.
- Or meets the requirements for the American Red Cross Shallow Water Lifeguarding Certification class:
 - Swim a 100-yard continuous swim using the front crawl, breaststroke or a combination of both. Swimming on the back or side is not permitted. Swim goggles are allowed.
 - Tread water for 2 minutes using only the legs. Candidates should place their hands under the armpits.
 - Complete a timed event within 50 seconds. (Goggles are not allowed for this event.):
 - Starting in the water, swim 20 yards using the front crawl or breaststroke or a combination of both. The face may be in or out of the water.
 - Submerge to a depth of 4 to 5 feet to retrieve a 10-pound object.
 - Return to the surface and walk or swim 20 yards on the back to return to the starting point with both hands holding the object at the surface of the water.
 - Exit the water without using a ladder or steps.
11. Demonstrates a high level of customer service; responds to and takes appropriate action to resolve concerns and complaints from customers
12. Keeps supervisor/manager informed of situations related to facility operation, patron complaints or concerns, or emergencies
13. Participates in or conducts swim lesson sessions offered by High Sierra Pools, as assigned
14. Orders and restocks supplies for pool area and restrooms
15. Performs all duties in a safe manner

Supervisory Responsibilities

This job has no supervisory responsibilities.

Competencies

To perform the job successfully, an individual should demonstrate the following competencies:

Problem Solving - Identifies and resolves problems in a timely manner; Works well in group problem solving situations; Uses reason even when dealing with emotional topics.

Interpersonal Skills - Maintains confidentiality; Keeps emotions under control.

Oral Communication - Speaks clearly and persuasively in positive or negative situations; Listens and gets clarification in person and over the phone; Responds well to questions in person and over the phone.

Written Communication - Presents numerical data effectively; Able to read and interpret written information.

Diversity - Shows respect and sensitivity for cultural differences; Promotes a harassment-free environment.

Ethics - Treats people with respect; Inspires the trust of others; Upholds organizational values.

Judgment - Exhibits sound and accurate judgment; Includes appropriate people in decision-making process; Makes timely decisions.

Professionalism - Approaches others in a tactful manner; Reacts well under pressure; Treats others with respect and consideration regardless of their status or position; Accepts responsibility for own actions; Follows through on commitments.

Quality - Demonstrates accuracy and thoroughness; Applies feedback to improve performance; Monitors own work to ensure quality.

Quantity - Completes work in timely manner; Works quickly.

Safety and Security - Observes safety and security procedures; Determines appropriate action beyond guidelines; Reports potentially unsafe conditions; Uses equipment and materials properly.

Adaptability - Adapts to changes in the work environment; Able to deal with frequent change, delays, or unexpected events.

Attendance/Punctuality - Is consistently at work and on time.

Dependability - Follows instructions, responds to management direction; Takes responsibility for own actions; Keeps commitments; Commits to long hours of work when necessary to reach goals; Completes tasks on time or notifies appropriate person.

Qualifications To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Education and/or Experience This position has no education or experience requirement.

Language Skills Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals. Ability to write routine reports and correspondence. Ability to speak effectively before groups of patrons or other employees.

Mathematical Skills Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent.

Reasoning Ability Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

Certificates, Licenses, Registrations Current American Red Cross Lifeguarding/First Aid, CPR/AED or Shallow Water Lifeguarding/First Aid, for the Professional Rescuer and Bloodborne Pathogens certificates are required. Pool operator certification may be required at certain facilities.

Other Skills and Abilities Ability to monitor pool area and activities for prolonged periods with sustained focus. Ability to maintain focus despite distractions or stress. Ability to multi-task.

Other Qualifications Must be at least 16 years of age.

Physical Demands The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this Job, the employee is regularly required to sit and talk or hear. The employee is frequently required to stand; walk; reach with hands and arms; climb or balance and stoop, kneel, crouch, or crawl. The employee is occasionally required to use hands to finger, handle, or feel and smell. The employee must frequently lift and/or move up to 25 pounds and occasionally lift and/or move more than 100 pounds. Specific vision abilities required by this job include close vision, distance vision, peripheral vision, depth perception and ability to adjust focus.

Work Environment The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this Job, the employee is regularly exposed to wet and/or humid conditions; fumes or airborne particles; outside weather conditions; extreme heat and risk of radiation from the sun. The employee is frequently exposed to high, precarious places and toxic or caustic chemicals. The employee is occasionally exposed to moving mechanical parts; cold; risk of electrical shock and vibration. The noise level in the work environment is usually loud.

_____ (Initials) I have read, understand and am able to perform the essential functions of the lifeguard/pool operator position according to the competencies, qualifications and physical demands listed, including outdoor weather conditions.

17. CERTIFICATION FAILURE, CANCELLATION & MONEY RETURN

In the event that the participant fails lifeguard certification, any certification fee paid minus a \$50 nonrefundable amount will be returned at the time of the course. If the participant receives a visa denial from the U.S. Consulate, he or she may request either 1) a refund of the certification fee paid minus the nonrefundable \$50 fee OR 2) to receive the certifications if the full \$250 regular certification price is paid. If the participant withdraws from the program, no money will be refunded; certifications may be received if the full \$250 regular certification price is paid. High Sierra Pools is not responsible for refunding any other expenses related to the program or travel.

If a participant attends certification in the U.S. and fails the course, High Sierra will contact U.S. visa sponsor for participant support. The participant may remain in HSP housing for up to an additional 48 hours, or longer if requested by the visa sponsor.

18. TRANSPORTATION TO WORK: A normal commute time is 15-45 minutes

The employee is responsible for the cost of transportation to and from the worksite daily. High Sierra Pools housing, if selected, is convenient to worksites; transportation options may include walking, biking and/or public transit. In a few cases, employees may ride in a shared van and the cost of gas will be split between employees. The employee may purchase his or her own bicycle or may purchase a bicycle from HSP via payroll deduction at a cost of \$125 if the assigned pool is more than 1½ miles from his or her apartment and public transportation is not available. HSP bicycle purchases include a helmet, lock and light; for safety reasons, employees who purchase their own bicycles are recommended to purchase these as well or may purchase them separately from HSP for \$20. Bicycle sales are final; however, if a bicycle purchased from HSP is returned in good repair at the end of the season, HSP will buy back the bicycle for 50% of the purchase price. HSP bicycles should be left in the apartment at the end of employment, locked with the original lock, and HSP will refund any eligible bicycle "buy-back" with housing deposits in January 2019.

19. SECOND JOBS/SWIM LESSONS

Second jobs must be pre-approved by the employee's visa sponsor and must not conflict with his or her work schedule and good performance at HSP. Overnight shifts and certain occupations are prohibited by the regulations of the J-1 Program – the employee is encouraged to consult his or her visa sponsor for guidance.

Second jobs teaching swim lessons for HSP are possible in some areas for qualified lifeguards. **Lifeguards are prohibited from teaching swim lessons at any HSP facility – before, during, or after pool hours – unless they are hired as a swim instructor and the lessons are organized by the HSP Safety Department.** Failure to follow this policy will result in disciplinary action up to and including dismissal from employment.

20. TAXES

The employee is subject to federal, state and local taxes which are deducted from paychecks. In order to receive eligible taxes back, the employee must use the W-2 form provided by HSP to file with a tax return agency in his or her home country. Instructions for downloading the W-2 form online will be provided by email in January 2019. **High Sierra Pools does not provide tax return services.** Questions regarding W-2 Tax form should be emailed to w2@highsierrapools.com.

21. ARRIVAL INSTRUCTIONS

High Sierra Pools will provide arrival pickup within the metro area of the employee's work location. HSP will email detailed arrival instructions to the employee in mid-April with credentials to access the High Sierra Pools Applicant Portal. The employee is responsible for updating the Applicant Portal with his or her flight information and full arrival details **at least two weeks** prior to arrival date. **Late or incomplete information may result in one or several actions: change of job placement, change of apartment and roommate assignment, or cancellation of the job offer.**

Peak Arrival Period May 18 – June 10

Pick-ups for employees arriving from 9AM – 12 midnight

Wash D.C.: IAD, DCA, Rosslyn Metro, Union Station, Greyhound
Newport News/VA Beach: ORF, Hampton Greyhound Station
New Jersey/Southern Connecticut: EWR, JFK
Massachusetts: BOS, South Station (Amtrak, Greyhound)

Off-Peak Arrival before May 18 or after June 10

Pickups Mon – Fri for employees arriving from 9AM – 6PM
Saturdays for employees arriving from 10AM-2PM

Wash D.C.: DCA, Rosslyn Metro, Union Station, Greyhound
Newport News/VA Beach: ORF, Hampton Greyhound Station
New Jersey/Southern Connecticut: EWR, JFK
Massachusetts: BOS, South Station (Amtrak, Greyhound)

After June 10, evening or Sunday pickups might be available at a charge of \$50 per person if requested and approved at least two weeks in advance by emailing usa@highsierrapools.com. Instead, please book a flight scheduled to arrive during pick-up hours or arrange a hotel for the evening of your arrival.

In Washington, D.C., pick-ups from Dulles International Airport (IAD) end June 10. After June 10, all Washington, D.C. employees arriving at IAD should call the HSP arrival number (1-855-DCGUARD or 1-855-324-8273) and then take the 5A Dulles-DC Metro bus to the Rosslyn Metro Station for pick-up.

22. DEPARTURE INSTRUCTIONS

Employees are responsible for transportation to the airport or train/bus station for their return trip home. Departure instructions will be sent by email at the end of July and included in the Sierran employee newsletter; the employee must update his or her departure details online **by August 14** in the HSP Employee Portal and submit requests for extended season work/housing (if applicable). **Employees in the Newport News, Hampton Roads and Chesapeake area should book their return travel from their work location area, not from Washington, D.C.**

23. FINAL PAYCHECKS

The employee will be sent information in August with instructions and options for handling of final (end-of-season) paychecks. Paychecks may be picked up or sent to a U.S. or international mailing address. The checks are sent via U.S. first class postal mail, and there is no tracking option available. If an employee chooses to have his or her final check(s) mailed to either a U.S. or international mailing address and the checks are not delivered for any reason, there will be a \$35.00 check cancellation and re-issuance fee deducted from the original check amount, as required by the bank.

24. EARLY EMPLOYMENT TERMINATION/RESPONSIBILITY FOR FEES

To complete this Employment Agreement, the earliest permitted end work/departure date is September 4, 2018.

If an employee chooses to end (terminate) employment prior to the end of this Agreement, he or she is expected to give at least two weeks' notice in writing to the HSP Human Resources Department by emailing jobs@highsierrapools.com. The employee must work all shifts of this notice including the last day for it to be considered fulfilled. This is separate from any notice or approval guidelines that could be a policy of his or her visa sponsor. If an employee is dismissed from employment or leaves employment prior to the end of this agreement, High Sierra Pools is required to notify his or her visa sponsor.

By opting to have employment-related fees deducted from pay rather than paid up front, the employee agrees to reimburse High Sierra Pools for all goods and services used through the date of his or her termination of employment, including, but not limited to: housing deposit, uniform, rent, bicycle purchase, and lifeguard certification.



HIGH SIERRA POOLS

The Leader in Swimming Pool Management

This is not a contract for employment and does not alter the at-will employment status. Either High Sierra Pools, Inc. or the employee can terminate this relationship at any time, with or without cause and with or without notice. Upon termination, and based on the specific situation, HSP reserves the right to specify a deadline for the employee to vacate housing (if applicable) and to recover agreed upon unpaid fees.

If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms.

Employer:

High Sierra Pools, Inc. ("HSP," "Sierra")
2704 Columbia Pike
Arlington, Virginia 22204
USA

Representative _____

Signature _____

Date _____

Applicant/Employee:

Last Name _____

First Name _____

Date of Birth (MM/DD/YYYY) _____

Street Address _____

City, Province, Zip Code _____

Country _____

Signature _____

Date _____

Summer 2018 Work & Travel Housing Agreement - Northern Virginia

1. ARRIVAL/HOUSING OPENING

For the best arrival experience, High Sierra Pools recommends that the employee arrive from 9AM - 4PM between the dates of May 18 to May 24, 2018.

2. REGULAR SEASON HOUSING: \$125.00 per week, per person

Regular Season Housing Begins May 21, 2018	Regular Season Housing Ends September 9, 2018	Regular Season Housing Cost \$125.00 per week, per person
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During regular season, housing cost is calculated by **full weeks** only – including a full-week charge for the week of the employee’s arrival and a full-week charge for the week of departure. The week begins on Monday and ends on Sunday. Arrival on Sunday will still result in a full week charge.

3. EARLY/EXTENDED SEASON HOUSING: \$10 per day, per person with pre-approval

Free-Of-Charge Arrival Days May 18, 19 & 20, 2018	Free-Of-Charge Departure Days September 10 & 11, 2018	Early/Extended Housing with Approval \$10/day (May 7-17 or Sept. 12-Oct. 1)
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Apartments are available beginning May 18, 2018 unless the employee has an earlier work start date OR the employee requests and receives approval for an earlier move-in. Requests for early housing should be sent to usa@highsierrapools.com at least 2 weeks prior to arrival.

Housing is available after September 11 for extended season. The employee should request this via the HSP Employee Portal beginning in August 2018 and will be notified of approval.

4. HOUSING DEPOSIT: \$200

High Sierra Pools requires a deposit of \$200 to secure the employee’s place in housing and to guard against potential damages and violations of the housing agreement. \$100 of this deposit is refundable and the other \$100 is applied to administrative costs and one-time-use apartment supplies. Apartments will be inspected during the season to assess the overall condition and ensure correct occupancy. In the event that damages exceeding the amount of the deposit are found during an inspection, High Sierra may require an additional deposit to secure against future damages.

5. APARTMENT MAINTENANCE ISSUES/QUESTIONS

During the summer, any apartment maintenance needs or questions regarding employee housing should be immediately emailed to the HSP Housing Program Manager at APT@highsierrapools.com and also reported to the area supervisor. Maintenance issues which could result in damage should be reported right away.

6. OPTION TO ARRANGE OWN HOUSING (Subject to approval)

The employee has the option to arrange his or her own housing for the summer, subject to approval. In this case, the employee must provide the city and state of intended housing before the job offer is issued. The employee will be notified via email within 2 weeks if the request is approved or denied. Approval will be based on availability of worksites in the area as well as the ability to bike or use public transportation to commute to these sites. Upon arrival in the U.S., the employee will be responsible for all transportation, including to and from work daily, and should report to the HSP office the next business day after arrival between the hours of 9AM – 5PM.

By checking this box, the employee agrees that he or she **DOES NOT NEED** High Sierra Pools Housing for Summer 2018. The address or area of intended housing in the U.S.A. is as follows: (if not provided below, final confirmed address must be sent by May 1 to APT@highsierrapools.com)

Number and Street Address

City

State

Zip Code

7. PAYMENT OF HOUSING DEPOSIT AND RENT

Rather than paying up-front, the employee may choose to have the housing deposit and rent deducted from paychecks. The housing deposit is due upon arrival. Rent is due in advance, prior to the start of each week.

8. CONDITIONS OF HOUSING DEPOSIT RETURN

Housing deposits are returned to the employee after they have been returned to HSP by each apartment rental property. Eligible deposits will be issued in January 2019 and delivered by mail to the employee’s home address or other address indicated via the online HSP Employee Portal. In order to be eligible for the full refundable deposit amount, the employee must complete the employment and housing agreements, the apartment must be returned in move-in condition, there must be no additional fees assessed by the property for damages or other complaints, the employee must not allow unauthorized guests to stay, and the employee must move-out as scheduled and leave his or her keys in the apartment or return them to the HSP office (not to the property). After employment, luggage storage is available in the HSP main office in Arlington, VA; luggage may not be left in apartments during after-season travel.

9. GENERAL HOUSING CONDITIONS: 2-3 people per bedroom / 2-3 bedrooms per apartment / 1-2 bathrooms per apartment

High Sierra Pools provides housing only for active company employees and in extended season for employees still working or in good standing. Company housing is located in commercial apartment buildings. High Sierra charges different rent to Summer Work and Travel participants living in different areas. Overall, High Sierra Pools subsidizes a portion of the rent and other costs (short-term rental fees, application fees, amenity fees, utilities, etc.) in order to make the housing affordable for our Work and Travel employees.



The apartments are partially-furnished including a table and chairs, kitchen appliances and cookware, microwave, new air mattresses, new bed sheets (fitted sheet, flat top sheet and pillowcase), a pillow, and a telephone for local and toll-free calls. Employees should bring a blanket and towels. Laundry facilities are located on-site and may require payment (coin or card operated). All calls from apartment and pool phones to countries outside the U.S. must be made using a prepaid calling card; employees are responsible for the cost of international calls made without a calling card. If the employee chooses to purchase additional furnishings, these must be removed at the end of employment. Employees should inspect the apartment and furnishings at move-in and notify the company of any deficiencies by emailing APT@highsierrapools.com. Internet is not provided.

Utilities and other fees are included in the housing cost. However, in the event of excessive utilities usage, the employee will be notified and may be required to pay for excess charges that occur after the notification directly or via housing deposit deduction.

Employees must return all keys at the end of their stay or assignment to a particular apartment, either by leaving them in the apartment or returning them to the HSP office (not the property office). This includes temporary stays during certification. Fees to replace lost or unreturned keys, access fobs, etc. will be deducted from the housing deposit.

HSP is not responsible for lost or stolen items in the apartments or at worksites. Lifeguards should safeguard money and valuables.

10. APARTMENT ASSIGNMENTS & ROOMMATE REQUESTS

The employee should expect to live with employees from other countries as part of this cultural exchange program. Regarding roommate requests, High Sierra Pools will make every effort to house a group of up to 3 friends together. They must all arrive at the same time, by May 25, 2018; and must indicate this roommate request prior to the job offer being issued. For groups larger than 3, HSP will attempt to house the group within the same geographic area. Lifeguards with start dates after May 25 may be housed in groups of two maximum, based on available placements. The employee may request assignment to a specific area but this will be granted at the discretion of HSP.

To accommodate friends traveling together, HSP may assign the employee to mixed gender apartments. If same-gender housing is requested, the student must notify HSP Human Resources before the job offer is signed by emailing usa@highsierrapools.com. Housing and job site choices may be limited by this request and it will be granted based on availability.

Housing assignments will be based on the worksite, which is assigned at the time of the job offer. However, final housing addresses may not be available until arrival at the High Sierra Pools office. The employee may only live in his or her assigned apartment and may not move to another apartment or move out of housing without prior approval. Unauthorized apartment moves will result in disciplinary action and/or loss or increase of housing deposit.

11. REQUESTS FOR MID-SEASON MOVE OUT (INCLUDING QUITTING EMPLOYMENT EARLY)

High Sierra Pools rents apartments based on employee requests and invests significant time and resources into providing safe, affordable and convenient housing locations. For this reason, High Sierra Pools asks the employee to think carefully before requesting company housing, and to honor a season-long commitment if company housing is selected. Failure to do so will result in loss of housing deposit and an additional \$250 move-out fee will be assessed. At least two weeks' written notice is required. Requests for mid-season move out must be emailed to APT@highsierrapools.com.

12. CONDUCT IN EMPLOYEE HOUSING

Employee housing is located in residential apartment buildings, often where High Sierra Pools also manages the pools. The employee is expected to behave in a way that is respectful to the other residents. Parties and loud noise are prohibited. Per company policy, quiet hours must be observed in each apartment from 10pm-8am daily. Drugs, underage drinking and smoking (including hookahs and e-cigarettes) are prohibited. Some apartment communities are completely "smoke-free" and smoking is prohibited on the entire property (including outdoor spaces). Pets and weapons of any kind are also prohibited.

13. APARTMENT INSPECTIONS

High Sierra Pools reserves the right to make unannounced inspections of all company apartments in the event of complaints or safety concerns. Apartment management and/or maintenance staff may also enter for the same reasons. Additionally, regular inspections will be scheduled by HSP staff during the summer to ensure the overall condition and correct occupancy. The employee will be notified of scheduled inspection dates by his or her supervisor and/or the employee newsletter. Any violations must be corrected by a re-inspection date.

14. DAMAGES AND DEPOSIT INCREASES

The employee is responsible for housing violations such as apartment damages, failed inspections, unauthorized guests or moves, or noise complaints. Depending on the severity of the violation, HSP may take one or several of the following actions: warning, a \$50-\$100 housing deposit increase to cover future damage, and/or eviction from HSP apartments. The employee will be responsible for any excessive damages to the apartment exceeding the amount of the housing deposit.

15. UNAUTHORIZED GUESTS

No friends or guests are permitted to stay overnight in a HSP apartment, including employees who are residents of another HSP apartment. All apartment occupants may be held responsible for allowing unauthorized guests to stay unless they report the guests to the HSP office. Employees who have arranged their own housing may not stay overnight in company housing; otherwise they will be required to pay rent for the unauthorized stay and/or will be subject to legal action. Employees who allow unauthorized guests to stay may be subject to loss of housing deposit.



16. MID-SEASON TERMINATION

If the employee is dismissed from employment or chooses to terminate employment prior to the end of this Agreement, he or she will not be eligible for refund of the housing deposit.

17. CONFIRMATION OF DEPARTURE DATE BY AUGUST 19

The employee must submit their departure details in the HSP Employee Portal by August 19, 2018. This form will allow the employee to confirm plans to vacate housing at the end of the regular season housing period or submit a request for extended housing. All requests are subject to approval. One change is permitted on or before August 31, 2018 by resubmitting the form; changes will take effect on the paycheck for September 3 and September 17. Due to limited availability, an apartment change may be required if extended housing is approved. If approved the charges will be final.

18. END-OF-SEASON MOVE-OUT PROCEDURES

Unless extended season housing is requested and approved, the employee must vacate housing no later than 9AM on September 12, 2018. If extended season housing is requested, the employee must vacate housing by 9AM on the morning after his or her last approved day in housing. **Failure to vacate housing and remove personal belongings as scheduled will result in loss of housing deposit.**

Any furniture and belongings collected by the employee during the stay should be removed and the entire apartment cleaned, including the kitchen. The following apartment supplies are "one-time-use" and should be thrown away: air mattresses, bed sheets, shower curtain, kitchen supplies. Keys must be left in the apartment or returned to the HSP office, not to the property office. More instructions will be published in the employee newsletter in August and/or distributed by supervisors.

19. EARLY EMPLOYMENT TERMINATION/RESPONSIBILITY FOR FEES

By opting to have employment-related fees deducted from pay rather than paid up front, the employee agrees to reimburse High Sierra Pools for all goods and services used through the date of his or her termination of employment, including but not limited to, housing deposit and rent.

This is not a contract for employment and does not alter the at-will employment status. Either High Sierra Pools, Inc. or the employee can terminate this relationship at any time, with or without cause and with or without notice. Upon termination, and based on the specific situation, HSP reserves the right to specify a deadline for the employee to vacate housing (if applicable) and to recover agreed upon unpaid fees.

If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms.

Employer: High Sierra Pools, Inc. ("HSP," "Sierra")
2704 Columbia Pike
Arlington, Virginia 22204
USA

Representative _____

Signature _____

Date _____

Applicant/Employee:

Last Name _____

First Name _____

Signature _____

Date _____