



7164 Montevideo Road

Jessup, MD 20794

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guardianaquatics.com

7405 Alban Station Court, Suite A-107
Springfield, VA 22150

[o] 703.485.9550 / [f] 703.485.9560

2022 Work and Cultural Experience Agreement

Please write legibly (Print letters)

STUDENT INFORMATION

First Name: _____ Last Name: _____

Mailing Address: (Where you want your final paycheck mailed)

Email Address: _____

EMERGENCY CONTACT

First Name: _____ Last Name: _____

Relationship to student: _____ Phone Number: _____

Mailing Address (if different than above):

Your Swimming Pool Management Partner

Job Agreement Overview

Employment Dates: May 28, 2022 to September 5, 2022

Job Placement at: Guardian Aquatics, Inc.

Fed I.D. #: 27-0717566

Telephone: 703 - 485 - 9550

Address: 7164 Montevideo Rd,
Jessup, MD 20794

Website: www.guardianaquatics.com

Contact E-mail: staffing2@guardianaquatics.com

Job Title and Description:

Lifeguard (Seasonal)

As a Guardian Aquatics, Inc. employee, your main responsibility is to monitor and ensure the safety of the patrons using the pool. In addition, you will monitor the front desk, check passes, keep the locker rooms and surrounding pool area safe and clean, and perform any other assigned duties related to the management of the facility. All employees are expected to be on time and in uniform. We also expect that each member of our staff will be courteous and presentable in appearance. You must have very good English skills to succeed in this position.

Wage per Hour:

The base rate is \$13.00 per hour. Students returning for a second or successive season can earn a higher rate.

Work Hours:

You can expect to work approximately 45-55 hours per week between May 28, 2022 and September 5, 2022. Your hours may vary from week to week due to weather, school hours, the pool where you work, the availability of hours, etc.

Training:

All employees must complete and pass the Lifeguard and CPR training courses before starting work with Guardian Aquatics, Inc. Additionally, you might be required to pass a Pool Operator’s training course.

Housing:

Should a student require housing, the housing cost for the season (May 20, 2022 – September 20, 2022) is \$130.00 per week. An additional \$50 Application and processing fee and \$200 security deposit per student is also required. If you wish to find your own housing this must be approved in advance by Guardian Aquatics, Inc. All utilities (gas, electricity, trash, water and furniture) are included in the housing fee.

We are accepting groups of 3 students to live together. If the group has more than 3 students that needs be approved by HR Director and we can try our best but can not guarantee.

Description of Area:

Guardian Aquatics runs facilities in Maryland, Washington DC, and Virginia.

Please Note:

Job conditions offered by the employer apply to this offer only and may be subject to change without notice.

The signing of the DS-2022 form indicates the acceptance of the terms and conditions of this offer. This offer can be automatically withdrawn if your acceptance is not communicated and the Work Commitment form is not signed and returned to your agency coordinator for your country within 10 days of receipt of this offer.

Employee Signature: _____

Employee Name (printed): _____

Date: _____

Job Agreement Specifics

TRAINING INFORMATION

All employees must complete and pass the Lifeguard and CPR training courses before starting work with Guardian Aquatics, Inc. Additionally, you will be required to pass a Pool Operator's training course.

The Lifeguard and CPR for the Professional Rescuer training is generally included as part of your recruiting agents' program and is conducted prior to your arrival in the United States. Except in extenuating, pre-approved circumstances, Guardian Aquatics, Inc. will not accept an employee who arrives untrained in Lifeguarding and CPR for the Professional Rescuer. If you are approved to take your Lifeguard Training course after you arrive, you will not be able to work until completing the course and will have \$250.00 deducted from your paycheck, as payment for the class.

To be eligible to participate in a Lifeguard Training course, you must meet the following prerequisites as determined by the American Red Cross:

- Be at least 18 years of age by the last day of the course attended.
- Attend all training sessions of the approximately twenty-eight (28) hour course.
- Successfully complete ALL of the following:
 - Swim 300 yards continuously (without stopping) using the following strokes:
 - o 100 yards of the front crawl using rhythmic breathing and a stabilizing propellant kick.
 - o 100 yards breaststroke
 - o 100 yards of either front crawl using rhythmic breathing or breaststroke or a combination of both
 - Surface dive to depth of 7-10 feet, retrieve a 10-pound (lbs.) brick and return it to the surface and swim underwater for 15 yards.
 - Tread water for 2 minutes without using your arms.
 - Pass CPR for the Professional Rescuer Certification (included in the course).
 - Pass First Aid Certification (included in the course).

You should be willing to obtain a pool operator's license upon your arrival. Guardian Aquatics, Inc. will provide training materials and assistance. The pool operator's fee is waived for the first testing. If you do not pass the first time, the fee of \$75 for any further testing will be deducted from your paycheck. I understand that all certifications, documents, and records that I obtain and provide to Guardian Aquatics, Inc. must be legal and accurate. Should I falsify any documents or certifications I will be subject to any and all penalties and fines assessed to either Guardian Aquatics, Inc. or myself.

GENERAL WORK EXPECTATIONS

We have confidence that our employees will display the following qualities while working for Guardian Aquatics, Inc.:

- Be competent and resourceful.
- Be willing and able to communicate proficiently in the English language with pool patrons, property managers, Guardian Aquatics, Inc. Representatives, Health Inspectors, other employees, etc.
- Conduct yourself in a professional manner.
- Be attentive, concerned, and focused while on duty in order to ensure the safety of all pool patrons
- Wear the proper uniform while on duty in order to be recognizable.
- Sit in the lifeguard chair or appropriate position with rescue tube when there are swimmers in the pool.
- Clock in and out as scheduled and arrive on time which is considered 10 minutes prior to opening time.
- Respond quickly to all emergency situations.
- Use proper phone etiquette.
- Be fair and consistent in the enforcement of the pool rules.
- Set an example for the pool patrons by following the pool rules.
- Properly use and maintaining all safety equipment and report all defective equipment to you supervisor.
- Maintain the cleanliness of the entire pool facility.
- Comply with all health department, OSHA and company regulations.
- Take all scheduled chemical readings.
- Document all accidents/incidents at the pool in a written report, when necessary.
- Monitor and operate the filtration system for the pool.
- Always speak to property representatives and company representatives with respect.
- Adhere to all company policies and procedures outlined in the Lifeguard Manual.
- Contact the Guardian Aquatics, Inc. immediately if there are any incidents, accidents or problems.

WAGE PER HOUR

I understand that as a Lifeguard and Pool Operator on a J1 visa, my rate of pay is \$13.00 per hour. Only Guardian Aquatics, Inc. students returning for a second or successive season can earn a higher rate if agreed with HR department. Higher rates may also be paid where the standard minimum wage is higher.

WORK HOURS

You can expect to work approximately 45-55 hours per week between May 28, 2022 and September 5, 2022. Your hours may vary from week to week and may vary due to weather, school hours, the pool where you work, the availability of hours, etc.

END OF SEASON BONUS

Guardian Aquatics offers End of Season Bonus of \$300.00 for the employees who successfully finish the season and work from May 28, 2022 until September 5, 2022. Bonus checks will be sent out no later than October 15, 2022 to student's home address or to the recruiting agency.

Arrival / Departure

As an employee of Guardian Aquatics, Inc., you must arrive and be ready to work no later than June 15, 2022. While we need most of our staff by opening day (May 28, 2022), we will still allow you to work if you arrive by June 15, 2022. No international employees will be accepted after June 15, 2022. We recommend that you arrive as early as possible, preferably between May 20, 2022 and May 26, 2022 and work through the end of September 5, 2022. Please do not plan to arrive any earlier than May 20, 2022, unless you have prior approval. Housing accommodation will not be provided prior to May 20, 2022.

Transportation from the Airport or Bus Station

Arrival pickups starting **May 20, 2022** through **June 01, 2022** - Guardian Aquatics, Inc. will pick up employees **Monday through Saturday between the hours of 9am – 5pm from the following locations: Dulles International Airport (IAD) and/or Franconia-Springfield Metro Station.**

Arrival pickups starting **June 01, 2022** through **June 15, 2022** - Guardian Aquatics, Inc. will pick up employees **Monday through Friday between the hours of 9am – 5pm from the following locations: Dulles International Airport (IAD) and Franconia-Springfield Metro Station.** Guardian Aquatics, Inc. will arrange for pick-ups from the locations listed as long as your complete travel information is communicated ahead of time and you call to notify us of any delays at: [703-485-9550](tel:703-485-9550) or via e-mail (staffing2@guardianaquatics.com). We require 2 weeks prior notice for all arrivals.

If you arrive outside of the designated time or you did not provide the company with your flight or bus information at least two (2) weeks prior to your arrival you are responsible for your own transportation and hotel accommodations.

Guardian Aquatics, Inc. is not responsible and will not reimburse you for any additional fees affiliated with finding your own accommodations.

You are required to bring the following for your check in at the Guardian Aquatics, Inc. Office: Passport, your Visa, your DS-2022 form and LG certification or the letter of completed the American Red Cross Training: CPR/AED for Professional Rescuer and Lifeguarding. We will print two copies of your arrival record one of which will be for you.

When you arrive at the office, you will fill out paperwork; get your uniform and handbook. After that, you will be taken to your apartment.

Accommodations

Housing will be reserved for you for the entire summer and you will be charged accordingly. All accommodations will be shared with other international employees. The location of the housing and the amount of facilities available to work near you, will determine the number of people sharing the apartment with you.

Our apartments have 1, 2 or 3 bedrooms and are fully furnished with a table and chairs, kitchen appliances/supplies, lamps and beds. Internet is not provided. Guardian Aquatics, Inc. does not supply soap, shampoo, towels or other personal items. If there are other items that you will need for your stay, please bring them with you or plan to purchase them after your arrival.

Each apartment will have a phone, which is not to be removed from the apartment. The phones in the apartment and at the pools have local calling service only. Any long-distance calls, including international calls, are to be made with a calling card.

Electricity, gas and water are included in your housing fee. It will be the responsibility of the residents to pay any utility costs incurred that are not included in the lease. Employees will be responsible for their own meals but will have access to a kitchen. Laundry facilities will be available for a small fee although, some apartments do have a washer and dryer in them.

While every effort will be made to house employees near their work facilities, it is the employee's responsibility to pay for any transportation costs to insure their arrival at work.

APARTMENT RULES

Each student and all together as a group are responsible for maintaining the cleanliness of the apartments. There will be routine inspections to assess any damages to the apartments and to check if the apartment is clean. The apartment should be left in the same condition as it was when you moved in. If damages do occur and/or if the apartment is left in a different condition than it was when you moved in, **ALL** tenants in that apartment are responsible and costs will be deducted from their Security Deposit. Guardian Aquatics, Inc. reserves the right to charge each employee an additional housing deposit from the last paycheck to cover damages found during routine inspections.

Any maintenance problems should be reported to Guardian Aquatics, Inc.

Drugs and other illegal substances are not permitted in any of the Guardian Aquatics, Inc. apartments.

Please note that the legal drinking age in the **United States is 21 years old.**

Smoking is not allowed inside the apartments.

Only Guardian Aquatics, Inc. employees are authorized to live in the housing provided and Guardian Aquatics, Inc. must authorize any guest(s) who will be staying in the housing facility. You MUST follow all rules and regulations of the housing community, including any local ordinances. Be advised, loud noise and late-night parties that disturb the neighbors and surrounding community are prohibited.

EQUAL HOUSING FEE

I understand the housing fee is the same for every participant regardless of when the student arrives or leaves.

HOUSING FEE AND HOUSING DEPOSIT

Housing will cost \$130.00 per week (an Application and processing Fee of \$50 and a Security Deposit fee of \$200.00 is additional and not included in this amount) for the season. These amounts will be deducted from your paychecks.

The Application and Processing Fee is not refundable and Security deposit will be refunded in full if there are no needed repairs and/or cleaning at your apartment. The cost for any damages and/or cleaning will be taken out from the deposit. Guardian Aquatics, Inc. reserves the right to charge each employee an additional housing deposit to cover damages found during routine inspections.

All employees who occupy the apartment for 10 days or more shall be responsible for the cleaning and maintenance of the Unit. Guardian MUST return the Unit in perfect, move-in ready condition to the Owner/Property Management. In instances when the apartment has not been properly cleaned, Guardian shall arrange for cleaning and charge each occupant a \$125.00 cleaning fee to be deducted from your Rent Deposit. This shall apply to all employees that occupied the Unit for 10 days or more. Additional charges may apply if additional damages are found by Guardian or property management.

You can expect to receive your housing refund, should you meet the refund criteria, no sooner than 90 days from the last day of the lease between Guardian Aquatics and the property.

All or any special considerations of decreasing your housing fee will not be made in compliance with the Equal Housing Fee agreement.

HOUSING DEDUCTIONS

I authorize Guardian Aquatics, Inc. to arrange housing for the entire visa period. I understand that Guardian Aquatics, Inc. has entered into a lease agreement with the property where I will be living. This is for my convenience as I would not be able to find housing prior to my arrival. I understand that Guardian Aquatics, Inc. is entering into an agreement of employment that includes housing costs that are reimbursable to the company. It is understood that employees are not sub-leasing their apartment units; they are only reimbursing housing expenses occurred on their behalf during their stay.

I authorize Guardian Aquatics, Inc. to deduct my Housing Fees in the amount of \$130.00 per week, Application and Processing Fee in the amount of \$50.00 (one-time fee) and Security Deposit in the amount of \$200.00 (one-time deduction) during the season from my paychecks.

Should employee leave early (before Labor Day) for any reason, they will only be charged housing for the period they were living in the housing but will not be eligible for their deposit refund.

TERMINATION OF HOUSING

I understand that I have agreed to work for Guardian Aquatics, Inc. for the period stated in this agreement. If my employment with Guardian Aquatics, Inc. is terminated at any time, for any reason, during the contracted term, my housing is no longer at the obligation of Guardian Aquatics, Inc. to provide. I will be required to vacate my apartment within 24 hours. **I understand Guardian Aquatics, Inc. holds the right to terminate my employment at any time and upon termination I must vacate my apartment within 24 hours.**

PREPARING TO LEAVE

Please notify Guardian Aquatics, Inc. of your departure date (to be scheduled after September 5, 2022, and no later than September 20, 2022 at 9:00am). The apartments should be cleaned and left in an orderly fashion looking exactly as they did upon move-in. Any furniture and accessories collected by tenants during the lease must be removed and refrigerators emptied. All the apartment supplies should be left in the apartments to be picked up by Guardian Aquatics, Inc. Failure to leave apartments clean will result in a cleaning fee being assessed to your Housing Deposit.

UNIFORM

I authorize Guardian Aquatics, Inc. to deduct the cost of a uniform package, **\$75.00**, from my paycheck. I understand if my uniform no longer looks presentable (holes, ragged, etc.), I will be required to purchase another uniform.

SOCIAL SECURITY NUMBER

Social Security Number (SSN) is a 9-digit personal account number. Your SSN stays valid and is your personal number for the rest of your life and cannot be changed. It is your sole responsibility to visit the nearest SSN office and file for your SSN as soon as possible. It usually takes two (2) to five (5) weeks to receive the number by mail. Guardian Aquatics, Inc. cannot control the process time for Social Security, so it is strongly advised that you apply as soon as possible.

For more info about SSN please visit www.socialsecurity.gov .

TAXES

Upon arrival to your Guardian Aquatics, Inc. location you will be provided with the necessary tax forms needed for work in the United States. Medicare and Social Security Taxes are not deductible from your Paychecks because J-1 Visa holders are exempt from such taxation. Please be advised that you will be deducted Federal and State Taxes per government regulations. You will receive a W-2 form detailing wages earned and taxes taken out. This form will be mailed out by January 31, 2023. You may be eligible for a refund. More information can be found at www.irs.gov.

BANKING

With proper identification and your Social Security Number, you can cash Paychecks at the issuing bank. However, it is not recommended to keep large amounts of cash in your apartment or at the pool. Guardian Aquatics, Inc. encourages Lifeguards to open a United States checking or savings account. Here are some banks in your area:

www.bankofamerica.com, www.tdbank.com, www.suntrust.com,
www.capitalone.com, www.wellsfargo.com

Timekeeping

In order to keep accurate records of hours worked, a computerized telephone system is used. The system is only activated from the authorized pool phone and alerts Guardian Aquatics, Inc. if a guard has clocked in by his or her scheduled time. When you arrive for your scheduled shift, the first thing you should do is clock in. In order to clock in, you will receive an employee pin number.

If you have forgotten to clock in, out, or both, or had problems clocking in, your hours may be recorded wrong on your paycheck. If this occurs, contact your Staffing Coordinator as soon as possible. If Guardian Aquatics, Inc. can verify that you were at work when you did not clock in, you will be paid. It may take more than one pay cycle to correct the problem. Clocking in and out correctly will guarantee proper payment.

Employees are not to leave the pool during scheduled hours unless instructed otherwise by your Guardian Aquatics, Inc. representative. If an employee leaves the pool without notifying Guardian Aquatics, Inc., his or her pay will be adjusted, and penalties will incur. Remember, it is your responsibility to clock in and out correctly every day. Upon your arrival you will receive instructions and training on the clock in system.

Paychecks

Pay periods occur on a bi-weekly basis and Paychecks will be mailed to you at your apartment. Please note, Guardian Aquatics, Inc. does not control the U.S. Postal Service, therefore the Company cannot be held responsible for lost or delayed Paychecks.

Final paycheck

Checks are processed by an outside payroll company which does not allow for early payment to employees. Guardian Aquatics, Inc. will send your last Paycheck to your home address, as provided on page one (pg.1) of this agreement or to recruiting agency. In addition, you should expect your housing deposits to be sent to that address as well.

If you want your final Paycheck sent to an address other than your home address, you will need to provide that information in writing to Guardian Aquatics, Inc. before the final check date.

Weather

When adverse weather conditions occur such as heavy rain or temperatures below 65 degrees, Guardian Aquatics, Inc. reserves the right to close the facility. In these cases, Lifeguards/Pool Operators will be paid for the number of hours worked prior to closing. In the event Guardian Aquatics, Inc. is unable to contact Lifeguards/Pool Operators at the pool for any reason, at any time, it will be assumed the Lifeguards/Pool Operators have left the pool and will be clocked out at the time of attempted notification. Lifeguards/Pool Operators should follow local regulations pertaining to weather conditions such as heavy rain, thunder and lightning.

COMMUTING TO WORK

Guardian Aquatics, Inc. locates apartments close to swimming facilities, but it may be necessary for you to have a short walk or bicycle ride. However, in some cases there will be a need of using public transportation (metro, bus) to get to the swimming pool. Guardian Aquatics, Inc. is not obligated to provide bicycles or pay for transportation. If you are interested in renting a bicycle package (\$100.00 for the summer season), please contact your Guardian Aquatics, Inc. office.

Some swimming pools may not be easily accessible by bike or public transportation. In cases like this, Guardian Aquatics, Inc. will assist in finding you a ride to work with a fee comparable with public transportation.

Second job

I understand Guardian Aquatics, Inc. offered me a job and housing placement and will be considered my primary employer. If I receive a second job, it will not conflict with my Guardian Aquatics, Inc. schedule. Be advised, any second jobs outside of Guardian Aquatics, Inc. will need to be approved by your visa sponsor agency prior to beginning work. Sudden changes in shifts and/or schedule will be reported to you at least one day before the new shift starts. In the case of a shift change, I am obligated to re-schedule any conflicting obligations around the schedule Guardian Aquatics, Inc. gave me, provided I am notified at least one day in advance.

I have read the above Job Agreement and understand and agree to the terms, expectations and responsibilities stated above.

I understand there may be other documents and forms related to housing, job, taxes, etc. that I am obligated to sign.

Employee's signature: _____

Date: _____

Employee's Name (printed): _____