



# Core Training Program Host Agreement

Effective during MESA Core Training Program years 2009/2010, “Host”: \_\_\_\_\_ agrees to provide supervised vocational training in ecological agriculture or related industry for a J-1 Trainee(s) – aka “Steward(s)”-- Sponsored by MESA, Inc. (“MESA”). I/we will provide a fixed fee per Steward for MESA Program services in the amount of \$ \_\_\_\_\_/mo. for the Training period listed on Steward’s U.S. State Department form DS-7002.

## **As Third Party Trainer for a MESA-Sponsored Steward, the U.S. Host Agrees to:**

- Provide an individualized Training Plan, daily supervision, and varied assignments for Steward(s), not to exceed 48 training hours per week (averaged over the Program duration). The Steward shall receive at least one full day-off per week. Additionally, the Host Facility will provide the Steward two additional, consecutive days off after each 2.5 months of completed training (Stewards will typically receive 6 additional days off during a typical 32-33 week Program).
- Recognize that Stewards are vocational trainees and not employees. Stewards may occasionally impede normal operations due to cultural differences and Steward abilities. The Program is not intended to displace or replace American workers.
- Review learning objectives with Steward(s) within the first month, and provide Steward(s) with constructive evaluation and feedback on a regular basis.
- Maintain accurate training hour records, reviewed bi-monthly with Steward. Provide Steward with non-monetary compensation (e.g. time-off or gift) for overtime training hours.
- Certify that the training site has sufficient physical plant, equipment and personnel dedicated to provide meaningful vocational training for the Steward(s). Certify that the training site meets federal and local safety standards.
- Furnish free & comfortable living accommodations (including utilities), unless alternative housing arrangements are agreed upon between Host, MESA and Steward in advance of Steward’s arrival.
- Provide Workers Compensation insurance for the MESA steward in the event of a training-related accident or injury, unless not required by State law to provide workers compensation for non-wage earning MESA stewards, farm interns, apprentices, etc.
- Facilitate and encourage outside cultural activities for the Steward(s) to attend, as time permits.
- Notify MESA immediately if there is a medical emergency or any problem that cannot be satisfactorily resolved between the Host Facility and Steward. Agree to allow MESA staff or volunteers sufficient time to review and help mediate any conflicts or misunderstandings between the parties, even if the conclusion ultimately leads to the Steward’s removal from the Host Facility.
- Permit MESA representatives to visit the Steward(s) at any time.
- Pay no wages, offer no employment on or off the training site, and offer no money in exchange for services to Core Training Program Steward(s), unless authorized in advance by MESA.

- Not hold MESA, its representatives, officers, and/or Stewards fiscally or legally liable in the unlikely event of harm caused to people, animals, equipment or physical structures. Agree not to hold MESA, its officers or representatives financially responsible for any unpaid Steward bills or loans incurred without MESA's prior consent during or after the Program.
- Notify MESA immediately if Steward is involved in any endeavors that might violate the terms of Program participation, including: seeking employment, pursuing means to stay in the U.S. beyond Program end date, seeking change of Program or visa status, excessive phone usage, disruptive, abusive or destructive behavior of any sort.
- Provide thirty-days' notice to MESA--in the unforeseen event that I/we must terminate active participation as a Host Facility--in order for MESA to locate and secure a suitable Host Facility reassignment for the Steward(s).
- Pay all MESA invoices based on fixed, monthly Program fees through the final day of MESA's exit seminar, unless pre-arranged otherwise in writing with MESA. In the event of Steward hosting termination, agree to notify MESA in writing, and agree to pay any and all Program fees due, up to the date I/we notify MESA of our clear intention to terminate hosting.
- Comply with MESA's decision to remove a Steward(s) and disqualify my/our Program participation immediately, if deemed by MESA that I/we have failed to comply with the terms of this Agreement, or caused harm to the Steward or the Program in any way.
- Permit Steward(s) to attend MESA's exit seminar upon Program completion. Provide hosting fees through the final date of the exit seminar.

**As J-1 Exchange Visitor Program Sponsor for international Steward(s), MESA will:**

- Match Stewards with Host placements based on mutual agricultural interests and experience.
- Verify, via MESA Program literature and Global Partners collaboration, that Steward is fully apprised of MESA's Program rules and expectations; reviews the Host Training Plan and voluntarily accepts his/her U.S. assignment prior to arrival.
- Verify Steward has hands-on agricultural experience and basic conversational English skills, unless otherwise stipulated on his/her MESA application.
- Comply with all J-1 Program Sponsor responsibilities under U.S. State Dept. Exchange Visitor Program regulations [22 CFR 514.22], which may be reviewed online at: <http://exchanges.state.gov/education/jexchanges/administration.htm>
- Issue monthly invoice to Host on the first of each month, based on a 30-day month.
- Notify Steward about his/her monthly stipend amount and all other MESA Program benefits prior to U.S. arrival. Issue monthly stipend checks, including food allowance, if applicable, for Stewards.
- Ensure that each Steward has comprehensive medical insurance for the duration of training, and arrange for repatriation if Steward cannot participate due to serious illness or injury.
- Arrange domestic travel for the Steward to/from the Host site (or in proximity thereof).
- Upon request, provide J-1 visa documentation for each Steward and supply Hosts with a signed DS-7002 copy for the Steward(s).

- Ensure MESA staff is available to speak with and/or visit the Steward and/or Host as necessary, and assist with any concerns related to the on-the-farm training activities for the Steward and Host.
- Maintain ongoing communication with MESA's Global Partners to update them on Steward progress, and request assistance if necessary.

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**THIS AGREEMENT SHALL BE DEEMED ENTERED INTO AND ENFORCEABLE IN THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA. ALL PROVISIONS OF THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA. THIS FORM IS CONSIDERED A LEGALLY BINDING CONTRACT BETWEEN MESA AND THE HOST PARTY WHOSE SIGNATURE IS ENTERED BELOW:**

**MESA signature:** \_\_\_\_\_ **Title:** Exec. Director **Date:** \_\_\_\_\_

**Host signature:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

***HOST: PLEASE KEEP ONE COPY OF THIS FORM FOR YOUR RECORDS AND MAIL THIS SIGNED ORIGINAL TO:***

**MESA, INC.  
5245 COLLEGE AVE. #508  
OAKLAND, CA 94618**