

BRIGHAM YOUNG UNIVERSITY–HAWAII

J-1 Academic Training Application

Academic training is employment directly related to your major field of study and must be approved by International Student Services (ISS). An internship required for a degree is pre-completion academic training. Work experience after graduation is post-completion. Submit all of the following **NO LATER THAN 30 DAYS BEFORE GRADUATION**.

- J-1 Academic Training Application
- Copy of employment offer letter
- Financial documents showing sources of funding during academic training

Personal Information

Last Name:		First Name:		BYUH ID:	
Major:		Are you subject to 212 (e)?	E-mail address:		Telephone number:
Program Completion Date:		DS-2019 End Date:		Previous Academic Training Used (total number of months)	

Reporting changes and Evaluation

<input type="checkbox"/> I agree to report any change in employment to ISS. A new AT application will be filed for new employment. <input type="checkbox"/> I agree to report address and contact information to ISS. <input type="checkbox"/> I agree to submit the AT Evaluation form to ISS at the end of AT. This evaluation is required by the U.S. government.
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Health Insurance

<input type="checkbox"/> During AT I agree to be covered by health insurance that meets the requirements for myself and dependents during my stay in the United States. I understand that failure to comply is a violation of my J-1 exchange visitor status and can result in termination of status and right to remain in the United States. I acknowledge that my insurance and coverage for dependents meets the minimum requirements established by the government.	
Name of Insurance Provider for J-1 for period of AT:	
Name of Insurance Provider for J-2 for period of AT:	
Signature:	Date:

Employment Information

Name of Employer:		Job Title:	
Name of Supervisor:		Supervisor Title:	
Telephone Number of Supervisor:		E-mail of Supervisor:	
Address of Employer: _____			
City: _____		State: _____	Zip Code: _____
Is this the physical location of your job? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Physical site of Activity: _____			
Address of Physical Site of Activity: _____			
City: _____		State: _____	Zip Code: _____
Hours Per Week:	Start Date:	End Date:	Total Annual Earnings:

INTERNATIONAL STUDENT SERVICES • BRIGHAM YOUNG UNIVERSITY–HAWAII

55-220 Kulanui Street, Laie, Hawaii, 96762 • Phone (808) 675-3516

Justification for Academic Training

The regulations issued by the U.S. Department of State a) stipulate that academic training is directly related to the major field of study, b) require goals and objectives and c) require an explanation of how the training is critical or integral to the program of study. Complete this section. If needed, attach additional sheets.

Describe the objectives of this academic training experience and how it is directly related to your major (eg. Connect your job description/nature of the work to your major).
Explain how academic training is critical or integral to your major and how it will prepare you for employment (eg. Explain your job responsibilities and how the employment will help you in the future. Distinguish your AT employment from student jobs).
Explain how your extra-curricular activities, service, employment, etc. contribute to successful academic training and your plans to serve in your home country. Give specific examples.
<input type="checkbox"/> I have read the information with this application and agree to follow all requirements of academic training. <input type="checkbox"/> I agree that if I am approved for academic training I will return to my home country upon completion within the 30 days grace period. Signature: _____ Date: _____
I acknowledge I have read and will comply with all aspects of academic training explained in this application. Signature: _____ Date: _____
Endorsed by Academic Vice President Approved <input type="checkbox"/> Denied <input type="checkbox"/> Signature: _____ Date: _____
Approval by AT/OPT committee Approved <input type="checkbox"/> Denied <input type="checkbox"/> Signature: _____ Date: _____

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10/31/2019

Academic Training

Academic training is authorized employment for eligible J-1 exchange visitors that is directly related to the major field of study (noted on the DS-2019) and exposes students to operations in their field and should not be driven by labor needs of the employer. Worked should not provide unskilled or menial labor.

- Authorized paid or unpaid employment approved by the program lead in the major field of study and an Advisor in International Student Services
- May be completed as part of a degree (pre-completion) or begin no later than 30 days after graduation (post-completion),
- Post-completion academic training must be at least part-time (20 hours/week). Students may have more than one employer at the same time, working up to 40 hours per week and must meet all applicable employment laws.

BYU–Hawaii will not approve a student leaving academic training for a new employer. Students must inform International Student Services if they end academic training employment. ISS will close the SEVIS record.

- BYU–Hawaii approves post-completion academic training for up to 18 months of the exchange visitor’s total academic training accumulated during the time of the visa.
- Proof of health insurance for the period of AT must be provided to ISS BEFORE receiving a new DS-2019 for academic training.
- The J-1 student (and dependents where applicable) is expected to return home within the 30-day grace period after completing academic training.

Criteria

1. The student is primarily in the United States to study and not for employment.
2. The student is in good standing and has no holds (financial, Honor Code)
3. The student should complete all requirements for a bachelor’s degree from BYU-Hawaii before starting post-graduation academic training
4. Approval by an ISS Advisor is given before the starting date for the duration and type of training shown on the DS-2019.
5. The student must provide proof of financial support for the period of academic training (\$850 month for a single student or \$2,650 month for a married with 1 dependent). Bank statements should be not more than 6 months old.
6. If the academic training is paid, the student must provide proof of financial support for the first month of the training period. The student must also be able to show that the earnings from paid employment exceeds the estimated costs to cover personal expenses.
- 7.

Cost estimate for a Single J-1 student

Cost	Month	4 Months	6 Months	12 Months
Rent	\$450	\$1,800	\$2,700	\$5,400
Food	\$150	\$600	\$900	\$1,800
Living Expenses	\$100	\$400	\$600	\$1,200
Transportation	\$100	\$400	\$600	\$1,200
Insurance	\$50	\$200	\$300	\$600
TOTAL	\$850	\$3,400	\$5,100	\$10,200

Cost estimate for Married J-1 student

Costs	Month	12 Months
Rent	\$1,500	\$18,000
Food	\$600	\$7,200
Living expenses	\$400	\$4,800
Transportation	\$100	\$1,200
Insurance	\$50	\$600
Total	\$2,650	\$31,800

Application deadline and process

All documents must be submitted to International Students Services **no later than 30 days before graduation in the last semester**. Students are encouraged to apply early.

1. Meet with an ISS advisor in the semester before your final semester to discuss the process.
2. Meet with Career Services to take advantage of their resources and services to find employment in the target area.
3. Find an employment offer and present a hard copy of the letter on company letterhead paper to ISS. The letter should include the following:
 - a. The name of the employer and the name of the employee
 - b. The title of the position
 - c. A brief description of job duties and responsibilities
 - d. Start and ending dates
 - e. Name of the supervisor
 - f. Compensation (and or benefits offered)
4. The ISS will review the employment offer letter and Academic Vice President Walker will review the application. If approved, the application will be reviewed by the ISS Academic Training Committee.
5. The Academic Training Committee will review the application and employment letter along with all other relevant information. The applicant will receive written notification within 7 business days.

Health Insurance

As a condition of maintaining status during AT, students and dependents must continue to meet government requirements to have health insurance until the completion of their stay in the United States. An ISS advisor will issue the DS-2019 **AFTER** the student presents proof of health insurance to ISS.

U.S. Department of Health Required Health Insurance Coverage for J-1 and J-2 Exchange Visitors

Item	Minimum requirement
Medical benefits	\$100,000 per accident or illness
Repatriation of remains	\$25,000
Medical evacuation	\$50,000
Deductible per accident or illness	\$500

Source: 22 CFR 62.14 (b-1-4 and c)



MEMORANDUM OF UNDERSTANDING (Internship—Academic Training)

This Memorandum of Understanding (“MOU”) is between Brigham Young University–Hawaii, a Utah nonprofit corporation and institution of higher education located in Laie, Hawaii (“BYU–Hawaii”), and _____ (“Experience Provider”) located at _____ Phone # _____.

1. **PURPOSE:** This MOU governs the relationship between the parties with respect to academic training (internship) opportunities provided by Experience Provider to BYU–Hawaii student(s) (“Intern(s)”). Academic training is a cooperative program between BYU–Hawaii and entities who provide supervision, facilities, and instruction to help Intern(s) acquire skills and knowledge related to their major field of study.
2. **TERM:** The term of this MOU is for the period commencing [START DATE] and ending [END DATE]. This MOU may be earlier terminated by either party for any reason by providing thirty (30) days advance written notice to the other. Individual academic training opportunities may be terminated at any time for good and sufficient cause and as permitted by law.
3. **PROGRAM REQUIREMENTS:** BYU–Hawaii and Experience Provider recognize and acknowledge that Intern(s) are international students in the United States as J-1 visa holders primarily for study pursuant to the Exchange Visitor Program. Each party agrees to reasonably assist the other in compliance with applicable laws and regulations associated with the academic training opportunities contemplated by this MOU.
4. **RELATIONSHIP:** Neither Experience Provider nor Intern(s) shall be employees, joint venturers, or partners of BYU–Hawaii for the services rendered under this MOU. Pursuant to 22 C.F.R. §62.2, BYU–Hawaii is considered a “sponsor” of Intern(s), and Experience Provider, as an academic training provider, is considered a “third party” acting on behalf of BYU–Hawaii in the conduct of its exchange visitor program.
5. **BYU–HAWAII RESPONSIBILITIES:** BYU–Hawaii agrees to:
 - 5.1. Designate an Internship Coordinator who monitors the experience of each Intern, discusses the progress of Intern(s), advises relative to the applicable program(s) of study, and strives to promote cooperation between Experience Provider, Intern(s), and BYU–Hawaii.
 - 5.2. Evaluate the effectiveness and appropriateness of the academic training in achieving the stated internship goals and objectives.
 - 5.3. Ensure that Experience Provider understands the purpose of academic training and is made aware of and complies with applicable provisions of 22 C.F.R. §62 to meet the purpose of the exchange visitor program.
 - 5.4. Maintain a monitoring plan to ensure the health, safety, and welfare of Intern(s), including conducting site visits, as applicable.
 - 5.5. Provide to Experience Provider upon request, a signed Student Internship Agreement by which Intern agrees to:
 - 5.5.1. Comply with Experience Provider’s policies and procedures and BYU–Hawaii’s dress and grooming standards and honor code;
 - 5.5.2. Maintain appropriate health insurance coverage throughout the length of the academic training opportunity; and
 - 5.5.3. Report serious problems, including health, safety, and welfare concerns, to the Internship Coordinator and Experience Provider.
 - 5.6. Provide liability insurance for each Intern to cover damage or harm caused by the gross negligence and/or willful acts of Intern in the amount of \$1,000,000 per occurrence, \$3,000,000 in the aggregate.
6. **EXPERIENCE PROVIDER RESPONSIBILITIES:** Experience Provider agrees to:
 - 6.1. Designate an individual who will serve as training supervisor for Intern(s) and liaison with BYU–Hawaii.
 - 6.2. Give Intern(s) the opportunity to perform a variety of tasks to acquire and practice various skills, while ensuring that non-substantive or unskilled activities, taken together, do not constitute a substantial portion of Intern’s responsibilities.
 - 6.3. Not use Intern(s) to displace full- or part-time or temporary or permanent American workers or to fill a labor need.
 - 6.4. Comply with any written agreement (e.g., an offer letter) with Intern(s) concerning the academic training and its objectives.
 - 6.5. Notify BYU–Hawaii in advance of any material changes to Experience Provider’s academic training program, including changes in activity site, supervisor, content of program, or duration of program.
 - 6.6. Orient Intern(s) to Experience Provider’s rules, policies, procedures, methods, and operations.
 - 6.7. Evaluate Intern’s performance and notify BYU–Hawaii’s Internship Coordinator immediately of any cause of dissatisfaction with; misconduct by; or health, safety, or welfare concerns regarding Intern.
 - 6.8. Provide Workers’ Compensation and/or other employment-related benefits to Intern(s) to the extent required by law and/or contract.
 - 6.9. Comply with regulations applicable to third-party academic training providers, including those outlined in Subpart A of 22 C.F.R. §62.
7. **INDEMNIFICATION:** Each party (“Indemnifying Party”) shall indemnify, hold harmless, and defend the other party, its officers, employees, volunteers, agents, and Intern(s) (in the case of BYU–Hawaii) (“Indemnified Parties”) from and against any and all causes of action, liabilities, obligations, judgments, losses, damages (including punitive damages), claims, settlement payments, costs and expenses (including reasonable attorney’s fees), interest, awards, judgments, diminution in value, fines, fees, penalties, or other charges relating to the Indemnifying Party’s performance of its obligations under this MOU or the operations conducted by the Indemnifying Party under this MOU. Each party agrees to have in effect applicable insurance coverage (including commercial general liability) to adequately underwrite this indemnity obligation.
8. **ENTIRE AGREEMENT:** This MOU constitutes the entire agreement of the parties with respect to the subject matter described herein.

Experience Provider

Brigham Young University–Hawaii

By: _____ Date: _____
Administrator or Responsible Officer

By: _____ Date: _____
Isaiah Walker, Academic Vice President