



H-2A Agricultural Clearance Order
Form ETA-790A
U.S. Department of Labor

A. Job Offer Information

1. Job Title * Training Barn Handler							
2. Workers Needed *		a. Total	b. H-2A	Period of Intended Employment			
		6	6	3. Begin Date * 10/1/2022		4. End Date * 2/28/2023	
5. Will this job generally require the worker to be on-call 24 hours a day and 7 days a week? * If "Yes", proceed to question 8. If "No", complete questions 6 and 7 below.							<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
6. Anticipated days and hours of work per week *							7. Hourly work schedule *
55	a. Total Hours	8	c. Monday	8	e. Wednesday	8	g. Friday
7	b. Sunday	8	d. Tuesday	8	f. Thursday	8	h. Saturday
							a. <u>7</u> : <u>00</u> <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM
							b. <u>4</u> : <u>00</u> <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM
Temporary Agricultural Services and Wage Offer Information							
8a. Job Duties - Description of the specific services or labor to be performed. * (Please begin response on this form and use Addendum C if additional space is needed.) See Addendum C							
8b. Wage Offer *		8c. Per *		8d. Piece Rate Offer \$		8e. Piece Rate Units/Special Pay Information \$	
\$ <u>12</u> <u>45</u>		<input checked="" type="checkbox"/> HOUR <input type="checkbox"/> MONTH		\$ _____			
9. Is a completed Addendum A providing additional information on the crops or agricultural activities and wage offers attached to this job offer? *							<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
10. Frequency of Pay. * <input checked="" type="checkbox"/> Weekly <input type="checkbox"/> Biweekly <input type="checkbox"/> Monthly <input type="checkbox"/> Other (specify): <u>N/A</u>							
11. State all deduction(s) from pay and, if known, the amount(s). * (Please begin response on this form and use Addendum C if additional space is needed.) Social Security; Federal Tax; State Tax.							



H-2A Agricultural Clearance Order
Form ETA-790A
U.S. Department of Labor

B. Minimum Job Qualifications/Requirements

1. Education: minimum U.S. diploma/degree required. *			
<input checked="" type="checkbox"/> None <input type="checkbox"/> High School/GED <input type="checkbox"/> Associate's <input type="checkbox"/> Bachelor's <input type="checkbox"/> Master's or Higher <input type="checkbox"/> Other degree (JD, MD, etc.)			
2. Work Experience: number of <u>months</u> required. *	3	3. Training: number of <u>months</u> required. *	0
4. Basic Job Requirements (check all that apply) *			
<input type="checkbox"/> a. Certification/license requirements		<input checked="" type="checkbox"/> g. Exposure to extreme temperatures	
<input type="checkbox"/> b. Driver requirements		<input type="checkbox"/> h. Extensive pushing or pulling	
<input type="checkbox"/> c. Criminal background check		<input checked="" type="checkbox"/> i. Extensive sitting or walking	
<input type="checkbox"/> d. Drug screen		<input type="checkbox"/> j. Frequent stooping or bending over	
<input checked="" type="checkbox"/> e. Lifting requirement <u>60</u> lbs.		<input checked="" type="checkbox"/> k. Repetitive movements	
5a. Supervision: does this position supervise the work of other employees? *	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	5b. If "Yes" to question 5a, enter the number of employees worker will supervise. \$	
6. Additional Information Regarding Job Qualifications/Requirements. (Please begin response on this form and use Addendum C if additional space is needed. If no additional skills or requirements, enter " NONE " below) *			
See Addendum C			

C. Place of Employment Information

1. Address/Location *			
11591 Highway 1078			
2. City *	3. State *	4. Postal Code *	5. County *
Folsom	Louisiana	70437	St Tammany
6. Additional Place of Employment Information (If no additional information, enter " NONE " below) *			
NONE			
7. Is a completed Addendum B providing additional information on the places of employment and/or agricultural businesses who will employ workers, or to whom the employer will be providing workers, attached to this job order? *			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

D. Housing Information

1. Housing Address/Location *			
11591 Highway 1078			
2. City *	3. State *	4. Postal Code *	5. County *
Folsom	Louisiana	70437	St Tammany
6. Type of Housing *		7. Total Units *	8. Total Occupancy *
Apartments		5	20
9. Housing complies or will comply with the following applicable standards: *		<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal	
10. Additional Housing Information. (If no additional information, enter " NONE " below) *			
NONE			
11. Is a completed Addendum B providing additional information on housing that will be provided to workers attached to this job order? *			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No



H-2A Agricultural Clearance Order
Form ETA-790A
U.S. Department of Labor

E. Provision of Meals

<p>1. Describe <u>how</u> the employer will provide each worker with 3 meals a day or furnish free and convenient cooking and kitchen facilities. * (Please begin response on this form and use Addendum C if additional space is needed.)</p> <p>Each on-site apartment has a kitchen where employees can prepare daily meals. Employees will be provided with regular transportation to and from a grocery store in order to purchase groceries.</p>	
2. If meals are provided, the employer: *	<input checked="" type="checkbox"/> WILL NOT charge workers for such meals.
	<input type="checkbox"/> WILL charge workers for such meals at \$ <u> </u> . <u> </u> per day per worker.

F. Transportation and Daily Subsistence

<p>1. Describe the terms and arrangement for daily transportation the employer will provide to workers. *</p> <p>(Please begin response on this form and use Addendum C if additional space is needed.)</p> <p>Transportation shall be provided to and from the work site with the use of a farm truck.</p>	
<p>2. Describe the terms and arrangements for providing workers with transportation (a) to the place of employment (i.e., inbound) and (b) from the place of employment (i.e., outbound). *</p> <p>(Please begin response on this form and use Addendum C if additional space is needed.)</p> <p>See Addendum C</p>	
3. During the travel described in Item 2, the employer will pay for or reimburse daily meals by providing each worker *	a. no less than \$ <u>14</u> . <u>00</u> per day *
	b. no more than \$ <u>59</u> . <u>00</u> per day with receipts

H-2A Agricultural Clearance Order
Form ETA-790A
U.S. Department of Labor



G. Referral and Hiring Instructions

1. Explain how prospective applicants may be considered for employment under this job order, including verifiable contact information for the employer, or the employer's authorized hiring representative, methods of contact, and the days and hours applicants will be considered for the job opportunity. *

(Please begin response on this form and use Addendum C if additional space is needed.)

Employee applications will be accepted via U.S. postal service, email, and fax. Applications will be reviewed by the Manager. References will be contacted as a part of the hiring process. Applicants will be interviewed during usual business hours.

2. Telephone Number to Apply *

+1 (985) 796-5563

3. Email Address to Apply *

info@clearcreekstud.com

4. Website address (URL) to Apply *

N/A

H. Additional Material Terms and Conditions of the Job Offer

1. Is a completed **Addendum C** providing additional information about the material terms, conditions, and benefits (monetary and non-monetary) that will be provided by the employer attached to this job order? *

☒ Yes ☐ No



H-2A Agricultural Clearance Order
Form ETA-790A
U.S. Department of Labor

I. Conditions of Employment and Assurances for H-2A Agricultural Clearance Orders

By virtue of my signature below, I **HEREBY CERTIFY** my knowledge of and compliance with applicable Federal, State, and local employment-related laws and regulations, including employment-related health and safety laws, and certify the following conditions of employment:

1. **JOB OPPORTUNITY:** Employer assures that the job opportunity identified in this clearance order (hereinafter also referred to as the "job order") is a full-time temporary position being placed with the SWA in connection with an H-2A *Application for Temporary Employment Certification* for H-2A workers and this clearance order satisfies the requirements for agricultural clearance orders in 20 CFR 653, subpart F and the requirements set forth in 20 CFR 655.122. This job opportunity offers U.S. workers no less than the same benefits, wages, and working conditions that the employer is offering, intends to offer, or will provide to H-2A workers and complies with the requirements at 20 CFR 655, Subpart B. The job opportunity is open to any qualified U.S. worker regardless of race, color, national origin, age, sex, religion, handicap, or citizenship.
2. **NO STRIKE, LOCKOUT, OR WORK STOPPAGE:** Employer assures that this job opportunity, including all worksites for which the employer is requesting H-2A labor certification does not currently have workers on strike or being locked out in the course of a labor dispute. 20 CFR 655.135(b).
3. **HOUSING FOR WORKERS:** Employer agrees to provide for or secure housing for H-2A workers and those workers in corresponding employment who are not reasonably able to return to their residence at the end of the work day. That housing complies with the applicable local, State, or Federal standards and is sufficient to house the specified number of workers requested through the clearance system. The employer will provide the housing without charge to the worker. Any charges for rental housing will be paid directly by the employer to the owner or operator of the housing. If public accommodations are provided to workers, the employer agrees to pay all housing-related charges directly to the housing's management. The employer agrees that charges in the form of deposits for bedding or other similar incidentals related to housing (e.g., utilities) must not be levied upon workers. However, the employer may require workers to reimburse them for damage caused to housing by the individual worker(s) found to have been responsible for damage which is not the result of normal wear and tear related to habitation. When it is the prevailing practice in the area of intended employment and the occupation to provide family housing, the employer agrees to provide family housing at no cost to workers with families who request it. 20 CFR 655.122(d), 653.501(c)(3)(vi).

Request for Conditional Access to Intrastate or Interstate Clearance System: Employer assures that the housing disclosed on this clearance order will be in full compliance with all applicable local, State, or Federal standards at least 20 calendar days before the housing is to be occupied. 20 CFR 653.502(a)(3). The Certifying Officer will not certify the application until the housing has been inspected and approved.

4. **WORKERS' COMPENSATION COVERAGE:** Employer agrees to provide workers' compensation insurance coverage in compliance with State law covering injury and disease arising out of and in the course of the worker's employment. If the type of employment for which the certification is sought is not covered by or is exempt from the State's workers' compensation law, the employer agrees to provide, at no cost to the worker, insurance covering injury and disease arising out of and in the course of the worker's employment that will provide benefits at least equal to those provided under the State workers' compensation law for other comparable employment. 20 CFR 655.122(e).
5. **EMPLOYER-PROVIDED TOOLS AND EQUIPMENT:** Employer agrees to provide to the worker, without charge or deposit charge, all tools, supplies, and equipment required to perform the duties assigned. 20 CFR 655.122(f).
6. **MEALS:** Employer agrees to provide each worker with three meals a day or furnish free and convenient cooking and kitchen facilities to the workers that will enable the workers to prepare their own meals. Where the employer provides the meals, the job offer will state the charge, if any, to the worker for such meals. The amount of meal charges is governed by 20 CFR 655.173. 20 CFR 655.122(g).

For workers engaged in the herding or production of livestock on the range, the employer agrees to provide each worker, without charge or deposit charge, (1) either three sufficient meals a day, or free and convenient cooking facilities and adequate provision of food to enable the worker to prepare his own meals. To be sufficient or adequate, the meals or food provided must include a daily source of protein, vitamins, and minerals; and (2) adequate potable water, or water that can be easily rendered potable and the means to do so. 20 CFR 655.210(e).

7. **TRANSPORTATION AND DAILY SUBSISTENCE:** Employer agrees to provide the following transportation and daily subsistence benefits to eligible workers.

A. Transportation to Place of Employment (Inbound)

If the worker completes 50 percent of the work contract period, and the employer did not directly provide such transportation or subsistence or otherwise has not yet paid the worker for such transportation or subsistence costs, the employer agrees to reimburse the worker for reasonable costs incurred by the worker for transportation and daily subsistence from the place from which the worker has come to work for the employer, whether in the U.S. or abroad to the place of employment. The amount of the transportation payment must be no less (and is not required to be more) than the most economical and reasonable common carrier transportation charges for the distances involved. The amount the employer will pay for daily subsistence expenses are those amounts disclosed in this clearance order, which are at least as much as the employer would charge the worker for providing the worker with three meals a day during employment (if applicable), but in no event will less than the amount permitted under 20 CFR 655.173(a). The employer understands that the Fair Labor Standards Act applies independently of the H-2A requirements and imposes obligations on employers regarding payment of wages. 20 CFR 655.122(h)(1).

B. Transportation from Place of Employment (Outbound)

If the worker completes the work contract period, or is terminated without cause, and the worker has no immediate subsequent H-2A employment, the employer agrees to provide or pay for the worker's transportation and daily subsistence from the place of employment to the place from which the worker, disregarding intervening employment, departed to work for the employer. Return transportation will not be provided to workers who voluntarily abandon employment before the end of the work contract period, or who are terminated for cause, if the employer follows the notification requirements in 20 CFR 655.122(n).



H-2A Agricultural Clearance Order
Form ETA-790A
U.S. Department of Labor

If the worker has contracted with a subsequent employer who has not agreed in such work contract to provide or pay for the worker's transportation and daily subsistence expenses from the employer's worksite to such subsequent employer's worksite, the employer must provide for such expenses. If the worker has contracted with a subsequent employer who has agreed in such work contract to provide or pay for the worker's transportation and daily subsistence expenses from the employer's worksite to such subsequent employer's worksite, the subsequent employer must provide or pay for such expenses.

The employer is not relieved of its obligation to provide or pay for return transportation and subsistence if an H-2A worker is displaced as a result of the employer's compliance with the 50 percent rule as described in sec. 655.135(d) of this subpart with respect to the referrals made after the employer's date of need. 20 CFR 655.122(h)(2).

C. *Daily Transportation*

Employer agrees to provide transportation between housing provided or secured by the employer and the employer's worksite(s) at no cost to the worker. 20 CFR 655.122(h)(3).

D. *Compliance with Transportation Standards*

Employer assures that all employer-provided transportation will comply with all applicable Federal, State, or local laws and regulations. Employer agrees to provide, at a minimum, the same transportation safety standards, driver licensure, and vehicle insurance as required under 29 U.S.C. 1841 and 29 CFR 500.105 and 29 CFR 500.120 to 500.128. If workers' compensation is used to cover transportation, in lieu of vehicle insurance, the employer will ensure that such workers' compensation covers all travel or that vehicle insurance exists to provide coverage for travel not covered by workers' compensation. Employer agrees to have property damage insurance. 20 CFR 655.122(h)(4).

8. **THREE-FOURTHS GUARANTEE:** Employer agrees to offer the worker employment for a total number of work hours equal to at least three-fourths of the workdays of the total period beginning with the first workday after the arrival of the worker at the place of employment or the advertised contractual first date of need, whichever is later, and ending on the expiration date specified in the work contract or in its extensions, if any. 20 CFR 655.122(i).

The employer may offer the worker more than the specified hours of work on a single workday. For purposes of meeting the three-fourths guarantee, the worker will not be required to work for more than the number of hours specified in the job order for a workday, or on the worker's Sabbath or Federal holidays. If, during the total work contract period, the employer affords the U.S. or H-2A worker less employment than that required under this guarantee, the employer will pay such worker the amount the worker would have earned had the worker, in fact, worked for the guaranteed number of days. An employer will not be considered to have met the work guarantee if the employer has merely offered work on three-fourths of the workdays if each workday did not consist of a full number of hours of work time as specified in the job order. All hours of work actually performed may be counted by the employer in calculating whether the period of guaranteed employment has been met. Any hours the worker fails to work, up to a maximum of the number of hours specified in the job order for a workday, when the worker has been offered an opportunity to work, and all hours of work actually performed (including voluntary work over 8 hours in a workday or on the worker's Sabbath or Federal holidays), may be counted by the employer in calculating whether the period of guaranteed employment has been met. 20 CFR 655.122(i).

If the worker is paid on a piece rate basis, the employer agrees to use the worker's average hourly piece rate earnings or the required hourly wage rate, whichever is higher, to calculate the amount due under the three-fourths guarantee. 20 CFR 655.122(i).

If the worker voluntarily abandons employment before the end of the period of employment set forth in the job order, or is terminated for cause, and the employer follows the notification requirements in 20 CFR 655.122(n), the worker is not entitled to the three-fourths guarantee. The employer is not liable for payment of the three-fourths guarantee to an H-2A worker whom the Department of Labor certifies is displaced due to the employer's requirement to hire qualified and available U.S. workers during the recruitment period set out in 20 CFR 655.135(d), which lasts until 50 percent of the period of the work contract has elapsed (50 percent rule). 20 CFR 655.122(i).

Important Note: In circumstances where the work contract is terminated due to contract impossibility under 20 CFR 655.122(o), the three-fourths guarantee period ends on the date of termination.

9. **EARNINGS RECORDS:** Employer agrees to keep accurate and adequate records with respect to the workers' earnings at the place or places of employment, or at one or more established central recordkeeping offices where such records are customarily maintained. All records must be available for inspection and transcription by the Department of Labor or a duly authorized and designated representative, and by the worker and representatives designated by the worker as evidenced by appropriate documentation. Where the records are maintained at a central recordkeeping office, other than in the place or places of employment, such records must be made available for inspection and copying within 72 hours following notice from the Department of Labor, or a duly authorized and designated representative, and by the worker and designated representatives. The content of earnings records must meet all regulatory requirements and be retained by the employer for a period of not less than 3 years after the date of certification by the Department of Labor. 20 CFR 655.122(j).
10. **HOURS AND EARNINGS STATEMENTS:** Employer agrees to furnish to the worker on or before each payday in one or more written statements the following information: (1) the worker's total earnings for the pay period; (2) the worker's hourly rate and/or piece rate of pay; (3) the hours of employment offered to the worker (showing offers in accordance with the three-fourths guarantee as determined in 20 CFR 655.122(i), separate from any hours offered over and above the guarantee); (4) the hours actually worked by the worker; (5) an itemization of all deductions made from the worker's wages; (6) If piece rates are used, the units produced daily; (7) beginning and ending dates of the pay period; and (8) the employer's name, address and FEIN. 20 CFR 655.122(k).

For workers engaged in the herding or production of livestock on the range, the employer is exempt from recording and furnishing the hours actually worked each day, the time the worker begins and ends each workday, as well as the nature and amount of work performed, but otherwise must comply with the earnings records and hours and earnings statement requirements set out in 20 CFR 655.122(j) and (k). The employer agrees to keep daily records indicating whether the site of the employee's work was on the range or off the range. If the employer prorates a worker's wage because of the worker's voluntary absence for personal reasons, it must also keep a record of the reason for the worker's absence. 20 CFR 655.210(f).



H-2A Agricultural Clearance Order
Form ETA-790A
U.S. Department of Labor

11. **RATES OF PAY:** The employer agrees that it will offer, advertise in its recruitment, and pay at least the Adverse Effect Wage Rate (AEWR), the prevailing hourly wage rate, the prevailing piece rate, the agreed-upon collective bargaining rate, or the Federal or State minimum wage rate, in effect at the time work is performed, whichever is highest. If the worker is paid by the hour, the employer must pay this rate for every hour or portion thereof worked during a pay period. If the offered wage(s) disclosed in this clearance order is/are based on commission, bonuses, or other incentives, the employer guarantees the wage paid on a weekly, semi-monthly, or monthly basis will equal or exceed the AEWR, prevailing hourly wage or piece rate, the legal Federal or State minimum wage, or any agreed-upon collective bargaining rate, whichever is highest.
- If the worker is paid on a piece rate basis and at the end of the pay period the piece rate does not result in average hourly piece rate earnings during the pay period at least equal to the amount the worker would have earned had the worker been paid at the appropriate hourly rate of pay, the employer agrees to supplement the worker's pay at that time so that the worker's earnings are at least as much as the worker would have earned during the pay period if the worker had instead been paid at the appropriate hourly wage rate for each hour worked. 20 CFR 655.120, 655.122(l).
- For workers engaged in the herding or production of livestock on the range, the employer agrees to pay the worker at least the monthly AEWR, the agreed-upon collective bargaining wage, or the applicable minimum wage imposed by Federal or State law or judicial action, in effect at the time work is performed, whichever is highest, for every month of the job order period or portion thereof. If the offered wage disclosed in this clearance order is based on commissions, bonuses, or other incentives, the employer assures that the wage paid will equal or exceed the monthly AEWR, the agreed-upon collective bargaining wage, or the applicable minimum wage imposed by Federal or State law or judicial action, whichever is highest, and will be paid to each worker free and clear without any unauthorized deductions. The employer may prorate the wage for the initial and final pay periods of the job order period if its pay period does not match the beginning or ending dates of the job order. The employer also may prorate the wage if an employee is voluntarily unavailable to work for personal reasons. 20 CFR 655.210(g).
12. **FREQUENCY OF PAY:** Employer agrees to pay workers when due based on the frequency disclosed in this clearance order. 20 CFR 655.122(m).
13. **ABANDONMENT OF EMPLOYMENT OR TERMINATION FOR CAUSE:** If a worker voluntarily abandons employment before the end of the contract period, or is terminated for cause, employer is not responsible for providing or paying for the subsequent transportation and subsistence expenses of that worker, and that worker is not entitled to the three-fourths guarantee, if the employer notifies the Department of Labor and, if applicable, the Department of Homeland Security, in writing or by any other method specified by the Department of Labor or the Department of Homeland Security in the Federal Register, not later than 2 working days after the abandonment or termination occurs. A worker will be deemed to have abandoned the work contract if the worker fails to show up for work at the regularly scheduled time and place for 5 consecutive work days without the consent of the employer. 20 CFR 655.122(n).
14. **CONTRACT IMPOSSIBILITY:** The work contract may be terminated before the end date of work specified in the work contract if the services of the workers are no longer required for reasons beyond the control of the employer due to fire, weather, or other Act of God that makes fulfillment of the contract impossible, as determined by the U.S. Department of Labor. In the event that the work contract is terminated, the employer agrees to fulfill the three-fourths guarantee for the time that has elapsed from the start date of work specified in the work contract to the date of termination. The employer also agrees that it will make efforts to transfer the worker to other comparable employment acceptable to the worker and consistent with existing immigration laws. In situations where a transfer is not affected, the employer agrees to return the worker at the employer's expense to the place from which the worker, disregarding intervening employment, came to work for the employer, or transport the worker to his/her next certified H-2A employer, whichever the worker prefers. The employer will also reimburse the worker the full amount of any deductions made by the employer from the worker's pay for transportation and subsistence expenses to the place of employment. The employer will also pay the worker for any transportation and subsistence expenses incurred by the worker to that employer's place of employment. The amounts the employer will pay for subsistence expenses per day are those amounts disclosed in this clearance order. The amount of the transportation payment must not be less (and is not required to be more) than the most economical and reasonable common carrier transportation charges for the distances involved. 20 CFR 655.122(o).
- The employer is not required to pay for transportation and daily subsistence from the place of employment to a subsequent employer's worksite if the worker has contracted with a subsequent employer who has agreed to provide or pay for the worker's transportation and subsistence expenses from the present employer's worksite to the subsequent employer's worksite. 20 CFR 655.122(h)(2).
15. **DEDUCTIONS FROM WORKER'S PAY:** Employer agrees to make all deductions from the worker's paycheck required by law. This job offer discloses all deductions not required by law which the employer will make from the worker's paycheck and all such deductions are reasonable, in accordance with 20 CFR 655.122(p) and 29 CFR part 531. The wage requirements of 20 CFR 655.120 will not be met where undisclosed or unauthorized deductions, rebates, or refunds reduce the wage payment made to the employee below the minimum amounts required under 20 CFR part 655, subpart B, or where the employee fails to receive such amounts free and clear because the employee kicks back directly or indirectly to the employer or to another person for the employer's benefit the whole or part of the wage delivered to the employee. 20 CFR 655.122(p).
16. **DISCLOSURE OF WORK CONTRACT:** Employer agrees to provide a copy of the work contract to an H-2A worker no later than the time at which the worker applies for the visa, or to a worker in corresponding employment no later than on the day work commences. For an H-2A worker coming to the employer from another H-2A employer, the employer agrees to provide a copy of the work contract no later than the time an offer of employment is made to the H-2A worker. A copy of the work contract will be provided to each worker in a language understood by the worker, as necessary or reasonable. In the absence of a separate, written work contract entered into between the employer and the worker, the required terms of this clearance order, including all Addendums, and the certified *H-2A Application for Temporary Employment Certification* will be the work contract. 20 CFR 655.122(q).



H-2A Agricultural Clearance Order
Form ETA-790A
U.S. Department of Labor

17. **ADDITIONAL ASSURANCES FOR CLEARANCE ORDERS:**

- A. Employer agrees to provide to workers referred through the clearance system the number of hours of work disclosed in this clearance order for the week beginning with the anticipated date of need, unless the employer has amended the date of need at least 10 business days before the original date of need by so notifying the Order-Holding Office (OHO) in writing (e.g., e-mail notification). The employer understands that it is the responsibility of the SWA to make a record of all notifications and attempt to inform referred workers of the amended date of need expeditiously. 20 CFR 653.501(c)(3)(i).
- If there is a change to the anticipated date of need, and the employer fails to notify the OHO at least 10 business days before the original date of need, the employer agrees that it will pay eligible workers referred through the clearance system the specified rate of pay disclosed in this clearance order for the first week starting with the originally anticipated date of need or will provide alternative work if such alternative work is stated on the clearance order. 20 CFR 653.501(c)(5).
- B. Employer agrees that no extension of employment beyond the period of employment specified in the clearance order will relieve it from paying the wages already earned, or if specified in the clearance order as a term of employment, providing transportation from the place of employment, as described in paragraph 7.B above. 20 CFR 653.501(c)(3)(ii).
- C. Employer assures that all working conditions comply with applicable Federal and State minimum wage, child labor, social security, health and safety, farm labor contractor registration, and other employment-related laws. 20 CFR 653.501(c)(3)(iii).
- D. Employer agrees to expeditiously notify the OHO or SWA by emailing and telephoning immediately upon learning that a crop is maturing earlier or later, or that weather conditions, over-recruitment, or other factors have changed the terms and conditions of employment. 20 CFR 653.501(c)(3)(iv).
- E. If acting as a farm labor contractor (FLC) or farm labor contractor employee (FLCE) on this clearance order, the employer assures that it has a valid Federal FLC certificate or Federal FLCE identification card and when appropriate, any required State FLC certificate. 20 CFR 653.501(c)(3)(v).
- F. Employer assures that outreach workers will have reasonable access to the workers in the conduct of outreach activities pursuant to 20 CFR 653.107. 20 CFR 653.501(c)(3)(vii).

I declare under penalty of perjury that I have read and reviewed this clearance order, including every page of this Form ETA-790A and all supporting addendums, and that to the best of my knowledge, the information contained therein is true and accurate. This clearance order describes the actual terms and conditions of the employment being offered by me and contains all the material terms and conditions of the job. 20 CFR 653.501(c)(3)(viii). I understand that to knowingly furnish materially false information in the preparation of this form and any supplement thereto or to aid, abet, or counsel another to do so is a federal offense punishable by fines, imprisonment, or both. 18 U.S.C. 2, 1001.

1. Last (family) name *	2. First (given) name *	3. Middle initial §
Murrell	Val	C
4. Title *		
Owner and Manager		
5. Signature (or digital signature) *		6. Date signed *
Digital Signature Verified and Retained By <i>Certifying Officer</i>		7/20/2022

Employment Service Statement

In view of the statutorily established basic function of the Employment Service (ES) as a no-fee labor exchange, that is, as a forum for bringing together employers and job seekers, neither the Department of Labor's Employment and Training Administration (ETA) nor the SWAs are guarantors of the accuracy or truthfulness of information contained on job orders submitted by employers. Nor does any job order accepted or recruited upon by the ES constitute a contractual job offer to which the ETA or a SWA is in any way a party. 20 CFR 653.501(c)(1)(i).

Public Burden Statement (1205-0466)

Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. Public reporting burden for this collection of information is estimated to average .63 hours per response for all information collection requirements, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing, reviewing, and submitting the collection of information. The obligation to respond to this data collection is required to obtain/retain benefits (44 U.S.C. 3501, Immigration and Nationality Act, 8 U.S.C. 1101, et seq.). Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the U.S. Department of Labor, Employment and Training Administration, Office of Foreign Labor Certification, 200 Constitution Ave., NW, Suite PPII 12-200, Washington, DC, 20210. (Paperwork Reduction Project OMB 1205-0466). DO NOT send the completed application to this address.



H-2A Agricultural Clearance Order
Form ETA-790A Addendum C
U.S. Department of Labor

H. Additional Material Terms and Conditions of the Job Offer

a. Job Offer Information 1

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties
3. Details of Material Term or Condition (up to 3,500 characters) * 1. Feed three times per day. 2. Bring horses in from paddocks from night turn out, and continuously switch in and out from paddocks throughout the day. This needs to be done while making sure not to put colts near fillies and therefore causing any number of issues. 3. Clean stalls and keep them picked throughout the day. 4. Bleach and clean water buckets. 5. Make sure to keep alfalfa in stalls at all times. 6. Halter break horses that come in from the field. 7. Be able to do the full ground breaking process including bridling, tacking, lunging and driving horses. 8. Once horses have completed the ground breaking process, training handlers will get horses ready for riders each day, bring them to the riders and leg up the riders; when the horse is finished being ridden, the training handler will then hot walk (this is where the horse is walked until it is cooled down and offered water). They will then give the horse a bath and put them on the eurociser or walking wheel to cool out and dry off. 9. All horses that are at the farm on lay-up, and therefore not being ridden, will get bathed each day after their paddock time. 10. On work days, meaning when the horses are asked to run faster than a normal gallop, the training handler will need to apply ice bandages and hot walk with continuous reapplying of the ice during the horses cool out. 11. All horses are groomed (this includes being brushed with a curry comb and brush, picking and painting their hooves with kopertox and oil, and putting a conditioning spray in their manes and tails) and checked for any lameness or injury every day and the training handler must perform medicine and treatments as needed. 12. Training handlers will need to be able to train horses to stand in ice buckets and be able to apply poultice post work or as necessary. 13. Training handlers will need to assist the farrier (every horse gets new shoes every 30 days and if any shoe gets loose they will fix immediately) and the veterinarian with x-rays and evaluations on a daily basis. 14. Training handlers will also need to maintain pulling manes and clipping each of their horses as needed. The horses will need their bridle paths, ears and legs clipped on a regular basis. They will also need to be body clipped depending on the horses coat. 15. Training handler will also need to check each horses temperature each day and take the horse to the scale and record the temperature and weight properly each day. 16. Some horses require the therapy blanket and boots, therefore the handler will need to be able to put the blanket on the horse for 30 minutes and have it plugged up during that time. 17. Training horses also receive a certain amount of performance supplements including b12 injections and glucosamine injections. They also receive vaccinations on a bi-monthly basis. The training handler will be required to assist with administering supplements and vaccines.			

b. Job Offer Information 2

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Additional Information Regarding Job Qualifications/Requirements
3. Details of Material Term or Condition (up to 3,500 characters) * This is a different position, different season, and different job duties than the Breeding, Foaling, and Sale Prepping Handlers. Training Barn Handlers need three (3) months of experience training and breaking racetrack horses, including first time bridling, first time cinching and saddling, walking, lunging, driving (steering and handling with bridle cues), galloping, rider training for the horse, teaching horse to switch leads without breaking gallop, along with being able to detect muscle soreness and injuries, muscle recovery and cool down and caring for the horse throughout the training process.			

H-2A Agricultural Clearance Order
Form ETA-790A Addendum C
U.S. Department of Labor



H. Additional Material Terms and Conditions of the Job Offer

c. Job Offer Information 3

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Employees will be reimbursed for travel costs from the place of recruitment to Folsom, Louisiana upon completion of 50% of work period. Clear Creek Stud will comply with 20 CFR Sec 655.122(H) and advance transportation and subsistence costs to the workers or upon completion of 50% of the work contract period, Clear Creek Stud will pay the workers for reasonable costs incurred by the workers for transportation and daily subsistence from the place from which the workers come to Folsom, Louisiana.			

d. Job Offer Information 4

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - null
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * There is a general routine for all of these horses/athletes or what we like to call students. The ground breaking process begins with putting a bridle on for the first time and allowing the horse to get comfortable with a bit in their mouths without getting upset and over-reacting to the unusual new experience. Once they are comfortable and walking forward with the bridle on, a set of shin boots will be placed on their front legs for their protection in the round pen. They are walked around the stall with the bridle and shin boots, and once the training handler feels they are at ease, they will be walked to the round pen. This will be there first experience with what we call lunging. At this point, the horse is placed on a long line while the handler stands in the center of the round pen. The lunge line is hooked to the bridle and the horse is then asked to walk, trot, lope, stop and turn on cue on the lunge line in the round pen. Once the horse has learned those cues and is comfortable in that setting, the training handler may then go ahead and put a cinch around the horses belly or saddle the horse for the first time. This is typically done on the second or third day of the ground breaking process. The cinch is a tool that wraps around the horses belly and is tightened gradually. The first time a handler will introduce this to a horse is usually in a stall because many horses are usually nervous the first few times they experience the tightening of the cinch and the handler will want to be in a controlled setting. Once the horse is walking around the stall with the cinch tightened, the handler will then walk the horse to the round pen and perform the lunging process with the cinch, bridle and shin boots. If the horse handles lunging well, the next day the handler will go ahead and saddle the horse for the first time. The saddle is placed and tightened in the stall, just as the cinch was introduced. The stirrups will either be tied up or a belt placed to where the stirrups will not flop about and scare the horse at first. The handler will take the horse to the round pen and go through the lunging process with the horse saddled. Once the horse is comfortable with the lunging process with the saddle, the stirrups will be untied and the horse will be lunged once again. The idea is to allow the horse to get accustomed to the movement and feel of the saddle and the stirrups bouncing about before a rider ever mounts the horse. The lunging process usually takes 3 to 5 days.			



H-2A Agricultural Clearance Order
Form ETA-790A Addendum C
U.S. Department of Labor

H. Additional Material Terms and Conditions of the Job Offer

e. Job Offer Information 5

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - null
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Once the horse is comfortable with the lunging process, the driving process will begin in the round pen. The driving process consists of one lunge line hooked to the left side of the horse's bridle and run through the left side stirrup and another lunge line hooked to the right side of the horse's bridle and run through the right side stirrup. The training handler then walks behind the horse with both lunge lines and commences to teach the horse how to walk forward, stop, turn both directions and back up while using the lunge lines and walking behind the horse. The idea is to teach the horse to steer and handle with only the bridle and vocal cues before we allow a rider to mount up. The horse is driven in this manner inside the round pen for a few days and is then driven in an outside round pen for a few days after that. Once the horse walks on cue, stops, turns both directions smoothly, and backs up well, we will then allow a rider to start riding the horse in the round pen.</p> <p>The rider will first be legged up onto the horse in a stall and only lay there belly over the top of the saddle and then let another handler walk the horse around the stall while the rider is laid over the top. The training handler will lead the horse around the stall as the rider is laid over the horse's back. If the horse acts up or gets nervous at all, the handler will be able to keep the horse as calm as possible and protect the rider. We want the horse to feel the extra weight on their backs while the rider is still in a safe position to be able to slide down in case the horse starts to act up. Once the horse walks around the stall without jumping, the rider will go ahead and put their left foot in the stirrup and throw their right leg over the saddle. The training handler will then leave the stall and let the rider continue in the stall as the handler observes from outside the stall. Once the horse is being ridden around the stall well for a short period of time, the handler and rider will take the horse to the round pen and do the same process there. The rider will then continue to build on the cues and lessons that the horse has been taught up to this point. The rider will ride the horse in the round pen including, walking, trotting, loping, turning both directions, stopping and backing up. Once the horse has learned all of those lessons well inside the round pen, the rider will then take the horse to a small outside paddock and continue those lessons but in a little bigger and more open environment. The next step is to take the horse to a larger field where he can lope easier and begin to learn how to gallop in both the right and left leads.</p>			

f. Job Offer Information 6

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - null
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Once the horse is comfortable and functioning on the rider's cues in a large open field, he will then be allowed to start galloping on the race track. The horses will first jog clockwise around the race track for a couple of weeks before being turned around to gallop counterclockwise. Teaching these horses about switching leads without breaking the gallop is probably one of the most important lessons of the breaking process. In a race, the horse needs to be on the left lead in the turns and on the right lead in the straight always. The reason for this is to allow the horse's muscles to rest and take turns back and forth. Horses that only run in one lead will get tired much quicker than those that switch leads and allow their muscles to rest throughout the race.</p> <p>These horses will train each and every day learning those important lessons while also building up stamina and strength throughout the process. Each week they will jog a little farther and gallop a little farther than the previous week in order to increase fitness and stamina. They will also learn how to walk through the starting gate coming onto the track and also leaving the track so as to become extremely comfortable with the starting gate.</p> <p>After each horse is ridden daily, they will be bathed and taken to either the eurociser or the walking wheel in order to cool out. The eurociser is a circle walkway of movable panels that has 6 spaces (one space will occupy one horse at a time). The eurociser is fairly simple to train the horses to walk on because once they get accustomed to the panels moving behind them and therefore causing them to walk forward they will be able to be left unattended. The walking wheel is different and more complicated because the horses are tied on a line to walk around the circle and it is not an enclosed area. Therefore, the training handlers must train the horses to walk on the walking wheel line and move forward when it is turned on and stop when it is stopped in a safe manner. Most of the tracks in Louisiana only have regular walking wheels so it is necessary that these horses learn how to walk on them safely before going to the track. When the horses have learned how to gallop, jog, switch leads, go through the starting gate calmly, and are physically fit, they will then be ready to go on to their trainers at the race tracks.</p>			

H-2A Agricultural Clearance Order
Form ETA-790A Addendum C
U.S. Department of Labor



H. Additional Material Terms and Conditions of the Job Offer

g. Job Offer Information 7

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - null
3. Details of Material Term or Condition (up to 3,500 characters) * The breaking process is generally concluded in a 3 to 4 month period and typically this is enough time for the horse to have a good foundation before graduating to the race track. The time usually consists of two weeks of ground breaking, two weeks of round pen and paddock riding lessons, three weeks of riding in the larger field, and six to eight weeks of jogging and galloping on the track. Depending upon each individual horse this process may conclude faster or may take longer. This entire process is generally concluded in three months, from October through December. During this timeframe, the training handlers perform additional and critical functions in caring for the horses. These horses are athletes and are in a daily exercise program and therefore injuries will occur. The training handler will need to be able to recognize signs of lameness including an alteration of the horse's gate and noticing heat or swelling in any joints. Any lameness or joint issues will be brought to the trainers and on-call veterinarian's attention. The training handler will then be instructed to treat the horse depending on the injury but treatment could include medicating, icing, bandaging, or restricting exercise. The training handler will also be responsible for bathing and grooming their set of horses each day. We try to give each training handler 5-7 horses to be under their care. Therefore, each training handler will be responsible on a daily basis for feeding and giving alfalfa, watering, cleaning stalls, breaking, tacking, assisting the riders, hot-walking, transporting from stalls, paddocks, and eurociser, grooming, and tending to injuries for each of their horses. During the grooming process, the training handler will also keep an eye on the horse's hooves and recognize if there are any issues with the horses' shoes that may need attention from the farrier. The training handler will also need to brush and be able to notice any skin abnormalities that need treatment so as to avoid any issues with the horses comfort with tack. We like to give as many horses as possible paddock time and therefore must continuously switch horses in and out of paddocks throughout the day. Each horse is given anywhere from 2 to 4 hours of paddock time each day as long as their injury or status allows.			

h. Job Offer Information 8

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - null
3. Details of Material Term or Condition (up to 3,500 characters) * Lay-up horses and post surgery horses have a much different routine than the horses that are in training or going through the breaking process. The training handler will have to manage the set routine for each individual horse depending on the veterinarian or hospital instructions. The routine may include paddock turn out, hand walking, stall rest, daily bandage changes, and any required medications. In extreme cases, the training handler may be required to administer fluids every few hours depending on the status of the horse. Maintaining training horses also requires meticulous attention to the horses environment. Therefore, each afternoon the eurosicer, walker and the round pens must be raked and dragged out smooth and watered by hand in order to keep the surface acceptable for exercise. With the horses sharing paddocks, it is important to keep paddocks as clean as possible and will need to be picked daily in order to prevent any type of potential disease spreading from one horse to another. This is the same reason that bridles are dipped in a sanitizer bucket between each horse and the tack is disinfected on a daily basis. Each horse also has their own set of brushes which get cleaned weekly. Their water buckets in stalls are cleaned daily and water troughs in paddocks are bleached and cleaned weekly.			



H-2A Agricultural Clearance Order
Form ETA-790A Addendum C
U.S. Department of Labor

H. Additional Material Terms and Conditions of the Job Offer

i. Job Offer Information 9

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation -
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>If it is the prevailing practice of non H-2A agricultural employers in the occupation in the area to do so, or if we extend such benefits to similarly situated H-2A workers, Clear Creek Stud will advance the required transportation and subsistence to the workers in corresponding employment who are traveling to the worksite in Folsom, Louisiana. The amount of the transportation payment will be no less than the most economical and reasonable carrier transportation charges for the distance involved, however, because of the urgent need, Clear Creek Stud will pay the actual cost of the most expeditious means of travel from where the workers come to Folsom, Louisiana (possibly via airline). The amount of daily subsistence payment will be as least as much as Clear Creek Stud would charge the workers for providing three meals a day during employment (which it does not charge), but no less than \$14.00 per day. Please note that Clear Creek Stud's provided transportation from on-site housing to the worksite by farm truck will comply with all applicable federal, state and local laws and regulations. Workers' compensation and/or liability insurance will cover such transportation. If workers' compensation insurance is used to cover transportation, in lieu of vehicle insurance, Clear Creek Stud will either ensure that the workers' compensation covers all travel or that vehicle insurance exists to provide coverage for travel not covered by workers' compensation, and Clear Creek Stud must have property damage insurance.</p> <p>If the worker completes the work contract period, or if the employee is terminated without cause, and the worker has no immediate subsequent H-2A employment, Clear Creek Stud, LLC will provide or pay for the worker's transportation and daily subsistence from Folsom, Louisiana to the place from which the worker, disregarding intervening employment (if any), departed to work for Clear Creek Stud, LLC. If the worker contracts with a subsequent employer who has agreed in a work contract to provide or pay for the worker's transportation and daily subsistence expenses from Clear Creek Stud, LLC's worksite to such subsequent employer's worksite, Clear Creek Stud, LLC will address the payment of such transportation and subsistence expenses with the subsequent employer. Clear Creek Stud, LLC understands that it is not relieved of its obligation to provide or pay for return transportation and subsistence if an H-2A worker is displaced as a result of Clear Creek Stud, LLC's compliance with the 50% rule and ongoing recruiting efforts with respect to referrals made after the initial date of need. The amount of the transportation payment will be no less than the most economical and reasonable carrier transportation charges for the distance involved. The amount of daily subsistence payment will be at least as much as Clear Creek Stud, LLC would charge the worker for providing three meals a day during employment (which it does not charge), but no less than \$14.00 per day.</p>			

j. Job Offer Information 10

1. Section/Item Number *		2. Name of Section or Category of Material Term or Condition *	
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p>			