

STANDARD CONTRACT FOR DOMESTIC EMPLOYEES

This contract of employment is made on this day of _____, between _____, who is a
employee of _____, residing at _____ and _____, who presently resides at _____

1. During the period of this contract the employee shall not accept any other employment.
2. The employer shall provide free room and board.
3. The employer shall bear all the costs of the employee's travel from Mexico to the employer's residence at the beginning of this contract and from the employer's residence to Mexico on termination of employment.
4. For the duration of this contract the employer shall pay the employee a prevailing wage of US\$ _____ .00 per hour for the performance of his/her duties. **Employer understands that prevailing wage is usually more than minimum wage. It is the employer's responsibility to determine what the prevailing wage is for the area of the United States where you will be employing your domestic employee and include that hour prevailing wage in this contract** (See <http://flcdatacenter.com> (Code 37-2012) for the prevailing domestic employee wage in the area where the employer will live). Payments shall be made every two weeks from the beginning of this contract.
5. The employee shall normally work eight hours a day, five days a week. Any time worked in excess of 40 hours per week shall be considered overtime and shall be paid at one and one half times the hourly rate.
6. Either party may terminate this contract by notifying the other party at least two weeks in advance. In such an event, the employer shall repatriate the employee to Mexico bearing all the travel costs.
7. The employer will not withhold the passport of the employee.
8. The employee shall get two full days off per week. She/he shall be free to leave the employer's premises at all times other than regular or overtime working hours.
9. The employee shall get two weeks of paid vacation within every fifty-two weeks.
10. The employer shall bear the employee's medical insurance and any reasonable medical expenses.
11. The employee's duties shall be normal domestic work, including childcare, at the employer's place of residence.
12. The duration of this contract shall be one year starting from the date of the domestic employee's arrival. Thereafter, the contract may be renewed for one year periods with the agreement of both parties.
13. The employer should assist the employee in filing the required tax forms and shall pay the employee's portion of Social Security (See IRS Pub 926 available at www.irs.gov). The employee shall pay the employee's portion of Social Security and all federal, state, and local taxes in connection with his/her income. (Paragraph 13 is applicable only to domestic employees staying in the U.S. for six weeks or more.)

14. The parties hereto agree to act in good faith in fulfilling their respective obligations under this contract and local law.

15. The parties acknowledge that this contract is subject to local jurisdictions.

16. The employee understands that domestic employees are subject to and protected by U.S. law while in the United States and this contract creates legal obligations on the part of both employee and employer. The employee is advised that the telephone number for police and emergency services in the United States is 911. The Department of Health and Human Services maintains a telephone hotline for reporting abuse of domestic employees – 1-888-373-7888.

17. Employer understands that compliance with the terms of this contract may be subject to United States' laws and regulations, including but not limited to the Immigration and Nationality Act (INA). **Providing false information to an immigration official or failing to fully comply with the terms of this contract may subject the employer to lifetime ineligibilities to obtain a visa to the United States pursuant to section 212(a)(6)(E) of the INA.**

18. This contract is required for the sole purpose of demonstrating that an agreement exists between the parties.

19. The employee must carry this executed contract (including an English translation) when entering the United States for presentation to the Immigration Officer.

Two originals of this contract have been prepared and are signed by both the employer and the employee, and the employee has been given a copy.

Employer
Date: _____

Employee
Date: _____