
(Date)

**Employment Contract
For Personal (Domestic) Employees of
Foreign Nationals in NIV Status or
U.S. Citizens on Temporary Assignment in the U.S. or
U.S. Citizens Residing Abroad and Visiting the U.S. Temporarily
(B1 VISAS)**

Between

PARTY A: (hereinafter referred to as the Employer)

PARTY B: (hereinafter referred to as the Employee)

The Employee will go to the U.S. with the Employer as a domestic employee. The Employer agrees to employ the Employee at or in connection with the Employer's residence in the position(s) of

Should the Employee leave employment while in the U.S. for any reason, the Employer will be responsible for ensuring that the Employee departs the U.S. or for contacting the U.S. Citizenship and Immigration Service (USCIS) and the Consular Section to report the facts and to provide full assistance in ensuring the Employee leaves the U.S. as scheduled. The following employment conditions will apply to the Employer and the Employee during the period of employment in the U.S.:

- The employee will be paid wages at the prevailing or minimum wage rate as required by law, whichever is greater. The expected hourly salary in the U.S. would be \$_____. Please visit Department of Labor (DOL) link for details:
<http://www.dol.gov/whd/minwage/america.htm>
- It is expected that the Employee will work 40 hours and five days a week as per the general work week norm in the U.S. and that the Employee will receive overtime pay accordingly if work is performed beyond 40 hours a week.
- The Employer agrees to report and pay the employer's portion of all Social Security and applicable workmen's compensation, Medicare, and other applicable taxes (if applicable).
- The Employee recognizes that appropriate Social Security and income taxes will need to be withheld from monthly salary (if applicable).
- The Employee shall work only for the Employer while in the U.S.
- The Employer agrees not to withhold the Employee's passport.
- The Employee will not be required to remain on the Employer's premises after working hours unless properly compensated.

- The Employee agrees that under no condition will he/she depart the employment and remain in the US without legal authorization. Instead, the Employee will return to his/her home country promptly upon leaving employment.
- The Employer will give at least two week notice of his or her intent to terminate the employment.
- The Employee need not give more than two week notice of intent to leave the employment.
- Other benefits normally required for U.S. domestic workers in the area of employment:

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If the Employee does not read and write English, there must also be a second contract in the language understood by the Employee. Contract is to be carried with the Employee in the event it is requested by the Department of Homeland Security, Customs and Immigration Service.

Signed: _____
(EMPLOYER)

Signed: _____
(EMPLOYEE)