

CONTRACT

[Date]

To: Minister Counselor for Consular Affairs
U.S. Embassy, New Delhi

From: XXXXXXXXXXXXXXXXXXXX

Subj: Employment Contract [name of employer] and [name of domestic employee]

[Name of domestic employee] will go to [place] with my family and me as a domestic employee. I will be responsible for [name of the domestic employee] as his/her employer during his/her entire stay in the United States. It is my intention for [name of the domestic employee] to work for me throughout the period of my stay in the United States as [please include description and estimated period of stay]. Should [name of the domestic employee] leave my employ while in the US for any reason, I will be responsible for ensuring that he/she departs the US or for contacting the Immigration and Naturalization Service and the Embassy Consular Section to report the facts and to provide full assistance in ensuring he/she leaves the US as scheduled.

The following employment conditions will apply to [name of the domestic employee] and me during his/her period of employment in the US:

- The employee [name of the domestic employee], will be paid wages at the prevailing or minimum wage rate as required by law, whichever is greater. The expected hourly salary would be \$x/hour (specify hourly rate).
- We expect that [name of the domestic employee] would work about x days/week (specify number of days).
- Deductions for food and housing combined would not exceed \$xxx/month (specify amount).
- Clothing, toiletries, etc. will also be provided to [name of the domestic employee] as needed. Deductions for those will provided at cost.
- [Employer] agrees to report and pay the employer's portion of all Social Security and applicable workmen's compensation, Medicare, and other applicable taxes.
- [Employee] recognizes that appropriate Social Security and income taxes will need to be withheld from monthly salary.
- During his/her time of employment with me, [name of the employee] will not accept any other employment offer.
- [The employer] agree not to withhold [name of the domestic employee's] passport.
- [Name of the domestic employee] will not be required to remain on the premises after working hours unless properly compensated.
- I will pay for [name of the domestic employee] to make x roundtrips to her home country/year [or per the term of this contract] and will be responsible for providing medical insurance or for his/her medical expenses as necessary.

- With the estimated salary minus the expected deductions, [name of the domestic employee] should receive somewhere between \$xxxxx/month in cash (indicate amount) to determine how much of this would be repatriated to India and how much to keep in the US.
- [Name of the domestic employee] agrees not to be responsible for any bills incurred except as outlined in the contract or as agreed with the employer.
- The employee and the employer both agree to provide at least x days notice of intent to terminate the employment agreement.
- 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.

These conditions have been explained to the employee in both English and Hindi (or other language as appropriate).

Employee Signature_____ [date]

Employer Signature_____ [date]