

## H-1B Department Agreement Form

To sponsor an employee for H-1B nonimmigrant worker status, the Ohio State hiring department agrees to the following guidelines and governmental regulations:

1. The Department will read all materials in this packet and all future documents and correspondence related to this case.
2. The Department will post the Labor Condition Application (LCA) for 10 business days in two conspicuous locations at the intended place of employment.
3. The Department agrees to the terms of the labor condition application for the duration of the employee's authorized period of stay for H-1B employment and will pay the H-1B employee the amount listed on the certified Labor Condition Application form, which must be 100% of the prevailing wage for the position or the actual wage, whichever is higher, throughout the authorized period of H-1B employment.
4. For any PART-TIME positions, the Department MUST, if one does not already exist, develop a system to track and keep records of actual hours worked, for each day and each week, regardless of whether the employee is paid a fixed salary, or such tracking will not be done for U.S. workers.
5. For any PART-TIME positions, the Department will pay the alien the required hourly wage for each and every hour worked, which may not be less than the number stated on Form I-129 and approved by USCIS.
6. The Department will continue to pay the required wage, per item (3), even during nonproductive time that is due to a decision by the Department (e.g., lack of assigned work, training periods, etc.), within the authorized period of H-1B employment.
7. The Department will inform the Office of International Affairs of any elective employee unpaid Leaves of Absence prior to each leave to ensure compliance with immigration regulations.
8. The Department agrees to offer the employee benefits and eligibility for benefits on the same basis as U.S. workers.
9. The Department agrees to provide working conditions for the employee that will not adversely affect the working conditions of workers similarly employed, and which are afforded to similarly employed U.S. workers.
10. The Department will accept liability for the reasonable costs of return transportation of the employee abroad if the employee is dismissed from employment by the department (for any reason) before the end of the period of authorized H-1B stay (this normally constitutes the cost of a plane ticket).
11. The Department will, in conjunction with the employee, complete and sign a Departure Form, which the employee will give to an Office of International Affairs advisor by appointment.
12. The Department will initiate paperwork for any **EXTENSION** of the H-1B employee's authorized period of employment **SIX MONTHS** before the current authorized period of H-1B employment ends.
13. For tenure-track faculty positions, the Department will contact Ohio State immigration attorney Mark Hedien ([hedien.1@osu.edu](mailto:hedien.1@osu.edu)) within six months of the offer letter date.
14. The Department will contact the Office of International Affairs to begin a new H-1B for the employee when there is a substantive change in the terms of the person's employment, including but not limited to: change in location of employment; salary reduction; change from full-time to part-time or part-time to full-time status; change in position title or responsibilities.

I agree to sponsor \_\_\_\_\_ for H-1B nonimmigrant worker status  
(Name of employee)  
for the period of time indicated on USCIS Form I-797 Notice of Action (i.e., “H-1B approval notice”) and  
to honor the statements listed above.

Name of Authorized Department Representative: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Failure to comply with the above statements may result in civil or criminal prosecution, fine or imprisonment or both.