

# NANNY CONTRACT

This contract, executed on \_\_\_\_\_, between \_\_\_\_\_ ("Employer") and \_\_\_\_\_ ("Employee"), has the following terms of employment:

## 1. START DATE

Employee will start employment on \_\_\_\_\_ and continue until either party elects to terminate the relationship.

## 2. WORKSITE ADDRESS

Work will be performed at \_\_\_\_\_.

## 3. WORK SCHEDULE

The following represents a typical schedule. Employer will limit fluctuations as much as possible and provide as much notice as possible.

<input type="checkbox"/> Sat	Begin: _____ am/pm	End: _____ am/pm	Daily Hours _____
<input type="checkbox"/> Sun	Begin: _____ am/pm	End: _____ am/pm	Daily Hours _____
<input type="checkbox"/> Mon	Begin: _____ am/pm	End: _____ am/pm	Daily Hours _____
<input type="checkbox"/> Tue	Begin: _____ am/pm	End: _____ am/pm	Daily Hours _____
<input type="checkbox"/> Wed	Begin: _____ am/pm	End: _____ am/pm	Daily Hours _____
<input type="checkbox"/> Thur	Begin: _____ am/pm	End: _____ am/pm	Daily Hours _____
<input type="checkbox"/> Fri	Begin: _____ am/pm	End: _____ am/pm	Daily Hours _____

Total Weekly Hours \_\_\_\_\_

## 4. JOB RESPONSIBILITIES

- ☐ Dependent Care. The name and date of birth (DOB) of each dependent is listed below.

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A specific list of tasks, timelines and instructions are attached in Addendum A.

## 5. COMPENSATION

Regular rate of pay = \$\_\_\_\_\_ per hour

+ Overtime rate of pay = \$\_\_\_\_\_ per hour (for more than 40 hours in a week)

Total compensation = \$\_\_\_\_\_ per week

Wages will be paid at worksite address: ☐ Weekly (Every Friday)

☐ Bi-Weekly (Every Other Friday or 26 times per year)

Method of Payment: \_\_\_\_\_

**Fair Labor Standards Act Notes:** With very few exceptions, domestic employees are classified as “non-exempt” (protected) workers, which entitles them to pay for every hour they work at a rate that may not be less than the federal, state and, if applicable, local minimum wage rate. Additionally, overtime (time-and-a-half) must be paid for each hour over 40 in a 7-day workweek. Generally, live-in employees are exempt from overtime requirements, however, certain states such as CA, HI, MA, MD, ME, MN, NJ, NV, NY and OR have special overtime requirements for live-in employees.

### MILEAGE & GENERAL EXPENSES

Any miles driven while on the job using the employee’s car will be reimbursed at the IRS Mileage Reimbursement Rate, which covers the cost of gasoline as well as general wear and tear on the car. Employee will maintain a mileage log and submit to employer for reimbursement at the end of the pay period. The Employee shall be reimbursed for any travel in accordance with current IRS mileage reimbursement rate is \_\_\_\_\_ cents per mile.

All other pre-approved, work-related expenses will be reimbursed at cost. Employee will keep all receipts and submit to employer for reimbursement at the end of the pay period.

### TAX-ADVANTAGED BENEFITS

In addition to the wages stated above, employer will contribute to the following employee expenses. These amounts are considered “non-taxable” compensation (up to the limits noted below), meaning neither employer nor employee will pay any taxes on this portion of the compensation (check any that apply):

- ☐ Health Insurance at \$\_\_\_\_\_ per month (up to total amount of premium)
- ☐ Public Transportation at \$\_\_\_\_\_ per month (up to \$265\*/month)
- ☐ Parking at \$\_\_\_\_\_ per month (up to \$265/month)
- ☐ College Tuition at \$\_\_\_\_\_ per month (up to \$5,250 per year)
- ☐ Mobile Phone service at \$\_\_\_\_\_ per month (up to total amount of bill)

## 6. PAID TIME OFF

Employee will receive the following paid time off:

- ☐ Sick Leave (\_\_\_\_\_ hours per year). \_\_\_\_\_ week(s) notice is requested for any appointments, etc. which may cause the employee to miss work.
- ☐ Vacation (\_\_\_\_\_ hours per year). Employee will provide vacation request at least \_\_\_\_\_ week(s) in advance.

**Paid Time Off Notes:** Families are not required by federal law to provide paid time off. However, there are several cities/counties/states that mandate paid sick leave and/or vacation. Please call 888-273-3356 for details.

## 7. HOLIDAYS

Employer will provide the following **PAID** Holidays (check any that apply):

- |   |   |
|---|---|
| <input type="checkbox"/> New Year's Day       | <input type="checkbox"/> Martin Luther King, Jr.'s Birthday |
| <input type="checkbox"/> President's Day      | <input type="checkbox"/> Memorial Day                       |
| <input type="checkbox"/> July 4 <sup>th</sup> | <input type="checkbox"/> Labor Day                          |
| <input type="checkbox"/> Thanksgiving Day     | <input type="checkbox"/> Christmas Day                      |

Employer will also provide the following **UNPAID** holidays (check any that apply):

- |   |   |
|---|---|
| <input type="checkbox"/> New Year's Day       | <input type="checkbox"/> Martin Luther King, Jr.'s Birthday |
| <input type="checkbox"/> President's Day      | <input type="checkbox"/> Memorial Day                       |
| <input type="checkbox"/> July 4 <sup>th</sup> | <input type="checkbox"/> Labor Day                          |
| <input type="checkbox"/> Thanksgiving Day     | <input type="checkbox"/> Christmas Day                      |

**Holiday Pay Note:** Families are not required by law to provide paid holidays.

## 8. TAX WITHHOLDING/REPORTING

Employer will withhold the required Social Security & Medicare taxes from the employee's pay, along with income taxes per the employee's instructions on Form W-4 and all other applicable state taxes.

All tax withholdings will be remitted to the state and federal tax agencies on or before the household employment tax deadlines. In addition, employer will match the employee's Social

Security & Medicare contributions and make contributions to the state and federal unemployment insurance funds on behalf of the employee.

Employer will provide employee with Form W-2 at the end of the year (by January 31).

Employer will report employee's earnings to the Social Security Administration so that employee receives appropriate credits.

## **9. CONFIDENTIALITY**

Employee understands that any and all private information obtained about the employers or their dependents during the course of employment, including but not limited to medical, financial, legal, and career, are strictly confidential and may not be disclosed to any third party for any reason.

## **10. SOCIAL MEDIA POLICY**

Employee understands that no information about his/her location, plans for the day or pictures of family members should be shared on any social media network. Employee will also not tell strangers to the family (i.e. caregiver's friends) where he/she is spending the day, unless the family has authorized.

## **11. GROUNDS FOR TERMINATION**

The following are grounds for immediate termination, but are not limited to:

- Allowing the safety of the dependent(s) to be compromised
- Inconsistent or non-performance of agreed-upon job responsibilities
- Dishonesty
- Stealing
- Misuse of family automobile
- Breach of confidentiality clause
- Persistent absenteeism or tardiness
- Unapproved guests
- Smoking or consumption of alcohol while on duty
- Use of an illegal drug

**Employer hereby agrees to be fully bound by the terms of this contract.**

Employer Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

**Employee hereby agrees to be fully bound by the terms of this contract.**

Employee Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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