

Sample Nanny contract

This contract, executed on ,(date)

Between.....(employer)

and(employee)

They have the following terms of employment:

1. START DATE

Employee will start employment onand 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.

- Sat Begin:.....am/pm End:am/pm Daily Hours.....
- Sun Begin:..... am/pm End:.....am/pm Daily Hours.....
- Mon Begin:am/pm End:.....am/pm Daily Hours.....
- Tue Begin:am/pm End:.....am/pm Daily Hours.....
- Wed Begin:.....am/pm End:.....am/pm Daily Hours.....
- Thur. Begin:.....am/pm End:.....am/pm Daily Hours.....
- 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.

Name:..... Date of birth.....

Name:..... Date of birth.....

Name:..... Date of birth.....

Name:..... Date of birth.....

A specific list of tasks, timelines and instructions are attached in the Nanny Rules and Daily Schedule.

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:

Weekly (Every Friday)

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

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, MD, MA, NY, MN and ME have special overtime requirements for live-in employees. California requires daily overtime if the caregiver works more than 9 hours in a day.

MILEAGE AND 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 2014 IRS mileage reimbursement rate is 56* 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
- Public transportation at \$..... per month (up to \$245*/month)
- Parking at \$..... per month (up to \$245*/month)
- College tuition at \$..... per month (up to \$5,250* per year)
- Mobile phone service at \$..... per month

Tax-Advantaged Benefits Notes: Families are generally not required by law to provide these benefits. They are additional perks that can be discussed between the family and caregiver.

*Rates and limits vary in some locations and are subject to change. Call HomePay 888-273-3356 for details <https://www.care.com/homepay>.

6. PAID TIME OFF

Employee will receive the following paid time off :

- Family 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 leastweek(s) in advance. (See Nanny Rules for how this vacation will be determined)

Paid Time Off Notes: People who employ adult and senior care are generally not required by law to provide paid time off . However, there are exceptions in some areas, such as:

- San Francisco and Washington, DC require employers to provide paid sick leave once an employee has accrued a certain number of hours.
- The state of New York requires employers to provide three days of paid time off after one year of service.

• Some states, such as California, require employers who offer paid vacation to allow unused accrued hours to carryover from one year to the next. Please reference your local and state law to ensure compliance.

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 4th | <input type="checkbox"/> Labor Day |
| <input type="checkbox"/> Thanksgiving Day | <input type="checkbox"/> Christmas Day |
| <input type="checkbox"/> | <input type="checkbox"/> |

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"/> | <input type="checkbox"/> |

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

8. TAX WITHHOLDING/REPORTING

Employee will complete Form I-9 (available at <http://www.uscis.gov/forms>) and provide the required documentation verifying employment eligibility within three days of hiring.

Employer will withhold the required Social Security and 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 and 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 (available at www.irs.gov/Forms-&-Pubs) 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 retirement benefits.

Tax Withholding/Reporting Notes: For help with the tax process, call HomePay (888-273-3356).

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. GROUNDS FOR TERMINATION

The following are grounds for immediate termination:

- Allowing the safety of the dependent(s) to be compromised
- Inconsistent or non-performance of agreed-upon job responsibilities
- Concerning issues in background checks
- 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
- Overuse of cell phone while on duty or while driving
-
-
-

11. SOCIAL MEDIA POLICY

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

12. RAISES AND REVIEWS

Upon the first 90 days, the Employee will have an initial review with the family to check-in and gauge how relationship is going.
 Afteryear(s), the Employee is eligible for a raise of \$..... or%.
 This will be based on

.....

Raises and Reviews Notes:

Employers are not required to give caregivers annual raises, but it is a common practice. Start with the rate of inflation (check the Bureau of Labor Statistics website for the Consumer Price Index, <http://www.bls.gov/cpi/>) and then add between two and five percentage points based on performance.

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

Employer Signature:
 Printed Name:
 Employer Address:
 Employer Telephone Number:
 Employer Email:
 Date:

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

Employee Signature:
 Printed Name:
 Employee Address:
 Employee Telephone Number:
 Employee Email:
 Date:

Legal Notice: This document and the information in it is presented to be used solely as an example and general guide and is not intended as legal advice. By using this document, the user hereby agrees to release and hold harmless Aupairjust4you.com from any liability arising under or relating to this "Sample Adult and Senior Care Contract" document, whether arising in contract, equity, tort or otherwise.

Nanny Rules

Note: This is a document that the parents and nanny will work with and develop together over their relationship and as the children grow. The goal is for parents to take time to fill out this document at the start of the relationship, but update it as the child's needs develop and change—and the trust grows deeper between parents and nanny.

Date:

Family Philosophy:

This is where you will want to describe yourselves and how you like to raise your child(ren).

Talk about the things that make you happy and playful as well as the things you will be strict about. Explain what is important to you (ex. equal balance of devotion between multiple children, inventing activities, stern discipline, playfulness, organized, and always at-the-ready)

Punishment Style:

This is where you will write about how you would like to handle a progression of bad behavior. Explain your point of view on spanking, Time Outs, or any other style in which you use to discipline. Then give examples of behavior that gets moderate discipline versus maximum discipline?

- Hitting -----
- Swearing -----
- Throwing -----
- Biting -----
- -----
- -----
- -----
- -----

Positive Reinforcement:

Explain how you plan to handle positive behavior.

House Rules:

Write a list of what behavior will not be tolerated. This is so you and your nanny can work together to raise the child(ren) with the same rules in mind.

- No hitting -----
- No biting -----
- -----
- -----
- -----
- -----
- -----

Eating/Food Preferences:

Discuss meals and snacks and how you want your nanny to cook and prepare foods throughout the day. This is a good area to instill your goal of raising healthy kids with instructions on teaching good eating habits.

Breakfast Examples:

- -----
- -----
- -----

Lunch Examples:

- -----
- -----
- -----

Snack Examples:

- -----
- -----
- -----

Dinner Examples:

- -----
- -----
- -----

Ideas for Eating Out:

Include any places your loved one likes to eat out (even for a short visit, like the coffee shop or an ice cream stand) and indicate how much you will pay for a meal out. Will you also pay for the caregiver's meal?

- -----
- -----
- -----

Ideas for Activities/Type of Play:

Discuss how engaging and creative you will want the nanny to be. Will you be paying for any nanny and enrichment classes? Will you be supplying a weekly budget for activities?

Weekly Budget \$ -----

Sleep Preferences:

Talk about the relationship your child might have with sleep and how you prefer the nanny handle things like swaddling, pacifiers, attachment objects, and sleep techniques you might be trying like "Ferberizing." Explain how you want your nanny to be a partner in this process.

Keeping Schedules (see attached form for sample schedule):

If keeping your child on a schedule, describe the importance that you and your family and nanny maintain this schedule. Provide reasons why it would be understandable to go "off schedule" and how you would want your nanny to handle such a situation. (For example, if child isn't napping, should nanny allow child to "cry it out"?)

Communication:

How would you like to hear from your nanny throughout the day? What forms of communication are okay, and what is not? How much is too much? Or is it never too much? How would you like to discuss concerns that arise?

Vacation:

After providing your nanny with a certain numbers of paid days o_ per year, you will want to describe how vacation days should be requested (as in, do you chose a week and she chooses a week, or do you select both weeks off?)

The Nanny/Family Relationship:

Outline how you would like to learn and grow from each other. Describe how much checking in you will require, how much managing you will want to do of his/her daily schedule and before or at the end of each day. Describe how you will handle your role when you are in the house (is she in charge or should kids come to you?), how often you will want to check in for a performance review (and if there will be a

monetary raise involved), and how you want her to feel within your family.

Signatures:

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: -----

Sample Daily Schedule for Your Nanny and Kids

Date: -----

6:00am -----

6:30 -----

7:00 -----

7:30 -----

8:00 -----

8:30 -----

9:00 -----

9:30 -----

10:00 -----

10:30 -----

11:00 -----

11:30 -----

12:00pm -----

12:30 -----

1:00 -----

1:30 -----

2:00 -----

2:30 -----

3:00 -----

3:30 -----

4:00 -----

4:30 -----

5:00 -----

5:30 -----

6:00 -----

6:30 -----

7:00 -----

7:30 -----

8:00 -----

8:30 -----