

SAMPLE EMPLOYMENT AGREEMENT

This contract, executed on _____, between _____ and _____, 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

- Child care. The name and date of birth (DOB) of each child is listed below.

_____	_____
_____	_____
_____	_____

We recommend attaching a specific list of tasks, timelines and instructions to this contract.

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” workers, which entitles them to pay for every hour they work at a rate that is not 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 7day 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. Call 888-273-3356 for details.

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 current IRS mileage reimbursement rate is 70.0 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 \$325/month)
- Parking at \$_____ per month (up to \$325/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 th | <input type="checkbox"/> Labor Day |
| <input type="checkbox"/> Thanksgiving Day | <input type="checkbox"/> Christmas Day |
| + Add Others | |

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 th | <input type="checkbox"/> Labor Day |
| <input type="checkbox"/> Thanksgiving Day | <input type="checkbox"/> Christmas Day |
| + Add Others | |

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: _____

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