

# Childcare (Babysitter/Nanny) Contract/Agreement

**Start Date:** \_\_\_\_\_

**Name(s) of Employer(s);(The client):** \_\_\_\_\_

**Number of children:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Name of Childcare Provider:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Room and Board:** Yes/No

(If yes, provide copy of benefits, such as nanny's own telephone line (long-distance charges excepted), food stipend or groceries per week, appliances such as microwave, television, bed, etc.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Extras:** (Gym memberships, eye exam fee, dental cleanings, etc.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## RESPONSIBILITIES

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

**Name** \_\_\_\_\_ **DOB** \_\_\_\_\_

**Name** \_\_\_\_\_ **DOB** \_\_\_\_\_

**Name** \_\_\_\_\_ **DOB** \_\_\_\_\_

**Name** \_\_\_\_\_ **DOB** \_\_\_\_\_

**Name** \_\_\_\_\_ **DOB** \_\_\_\_\_

**Name** \_\_\_\_\_ **DOB** \_\_\_\_\_

## Schedule:

Provider's work hours are as follows:

Sunday \_\_\_\_\_

Monday \_\_\_\_\_

Tuesday \_\_\_\_\_

Wednesday \_\_\_\_\_

Thursday \_\_\_\_\_

Friday \_\_\_\_\_

Saturday \_\_\_\_\_

Include hours (am/pm) and days off. \_\_\_\_\_

Number of sick days: \_\_\_\_\_

Number of personal days: \_\_\_\_\_

Provider will give employer \_\_\_\_\_ days' notice for personal days taken and will call by \_\_\_\_\_ a.m. the first day of illness.

### 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) Other: \_\_\_\_\_

**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 7day workweek. Generally, live-in employees are exempt from overtime requirements, however, certain states such as MD, MA, NY, NJ, MN, CA and ME have special overtime requirements for live-in employees. Call the IRS at 1800-829-1040 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 53.5\* 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 WITHHOLDING/REPORTING**

Employer may or may not opt in withholding 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. (Based on W-2 or 1099 classification).

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 1099 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.

### **TAXES:**

Employer will deduct all applicable taxes from the nanny's paycheck and make tax payments to the IRS. Refer to [www.IRS.gov](http://www.IRS.gov) for options.

Employer will not deduct taxes from the provider's paycheck. Provider will be responsible for paying all applicable taxes as an Independent Contractor.

**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 \$255\*/month)
- Parking at \$ \_\_\_\_\_ per month (up to \$255\*/month)
- Rent at \$ \_\_\_\_\_ per month (up to \$5,250\* per year)
- Mobile Phone service at \$ \_\_\_\_\_ per month (up to total amount of bill)

\*Rates and limits vary in some locations and are subject to change. Call the IRS at 1800-829-1040 for details.

**Health Insurance:**

- Employer agrees to pay (all or put specific dollar amount) of the nanny's health insurance, provided by \_\_\_\_\_ (Health Insurance Company).
- Employer will not provide health insurance.

**Paid Vacation:**

- \_\_\_\_\_ week(s) per year. Nanny will give employer \_\_\_\_\_ weeks' notice of any upcoming vacations.
- Nanny will be paid for week's employer is on vacation.
- Nanny will be paid for weeks' she is on vacation.
- None

**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.*

**Paid holidays:** Yes/No

## **7. HOLIDAYS**

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

New Year's Day

Martin Luther King, Jr.'s Birthday

President's Day Memorial Day

July 4th

Labor Day

Thanksgiving Day Christmas Day

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

New Year's Day

Martin Luther King, Jr.'s Birthday

President's Day Memorial Day

Fourth of July

Labor Day

Thanksgiving Day Christmas Day

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

**CONFIDENTIALITY**

Employee understands that all private information obtained about the employers or their dependents during 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.

**GROUND FORS 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
- 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

**Parenting Philosophy:**

Sleep method: (specify nap time each day; whether nanny can let baby cry it out, and for how long, how many times during the day the nanny should put the baby down, etc.)

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Discipline: (specify whether you want the nanny to discipline your child and method to be used.)

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Television: Yes/No If yes, how many hours a day /hour \_\_\_\_\_

Meals: (List how many meals a day, what your child can eat, and what not to eat.)

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Hygiene: (List specific rules: for example, nanny must wash hands before and after diapering, etc.)

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Safety: (Specify areas in your house and outside where your child/children is not allowed, and other safety rules to be enforced)

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Authorization to release child: (List anyone who can visit or pick up your child during the day, for example, grandparents, your sister, etc.)

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**Emergencies:**

If a medical emergency arises, the nanny should (list appropriate measures here). (Enclose a letter authorizing your nanny to take your child/children to the doctor or emergency room and seek medical care.) *Nanny must contact the parents immediately.*

Mother's number \_\_\_\_\_

Father 's number \_\_\_\_\_

Grandparent's number \_\_\_\_\_

**Reviews, Raises, and Grievance Procedures:**

It is encouraged for the employer to review the nanny every month. Cost-of-living raises will be given,

**Circle one:** every (year/ years/depending on review).

If nanny has a grievance, she can (list appropriate measure here).

\_\_\_\_\_



**Changes and Amendments:**

In the event of the birth of another child, nanny and employer must discuss first if nanny wishes to continue employment, or if she will receive more money for the care of the new baby, and how much.

Contract can be changed or amended if both parties agree: Yes/No

**Additional Information**

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**Notice of Termination:**

The nanny must give, \_\_\_\_\_weeks’/\_\_\_\_\_months’ notice of termination in writing. The employer must give the nanny \_\_\_\_\_ weeks’/\_\_\_\_\_months’ notice if her services will no longer be required. *Should the employer terminate the agreement, employer agrees to pay all wages up to and including nanny’s last day of work.*

**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: \_\_\_\_\_