

SAMPLE NANNY WORK AGREEMENT

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| <i>Today's Date:</i> | <i>Date Employment to Commence:</i> |
| <i>Employee (Nanny) Name:</i> | <i>Employee's Social Security Number:</i> |
| <i>Employers Names and Address:</i> | <i>Children Names and DOB:</i> |

WORK HOURS:

- o Monday from until .
- o Tuesday from until .
- o Wednesday from until .
- o Thursday from until .
- o Friday from until .
- o Saturday from until .
- o Sunday from until .

COMPENSATION:

Employee Weekly compensation of \$_____ gross, based on a gross hourly wage of \$_____ and a _____ hour work week. Employee guaranteed minimum Weekly compensation of \$_____ gross. You will agree to maintain accurate, contemporaneous on-duty time records, per our instructions.

Overtime is paid on hours in excess of _____ per week/ day and is compensated at \$_____ per hour. Performance appraisals, with the possibility of salary increases, will be performed annually on or about the employment anniversary date.

NOTICE FOR MARYLAND EMPLOYMENT: DOMESTIC EMPLOYEES IN MARYLAND ARE ENTITLED TO OVERTIME, CALCULATED AT THE RATE OF 1.5 TIMES THE HOURLY RATE, FOR ALL HOURS WORKED OVER 40 IN A WEEK, WHETHER THE WORKER LIVES IN OR LIVES OUT.

PAY FREQUENCY:

You will be paid on a WEEKLY / BI-WEEKLY basis on _____ (day of week).
 [Optional: Payroll will be issued one week in arrears.]

TRAINING:

You will provide us with evidence that you have satisfactorily completed a First Aid class and CPR class for infants on or before _____. We will cover the cost of this class; however, it shall be your responsibility to make arrangements for the class during your off-duty hours.



JOB RESPONSIBILITIES:

It is our responsibility to provide you with adequate information, guidance and instruction to enable you to complete any task that is requested as part of this agreement. It is your responsibility to ask for assistance or guidelines in the performance of any activity that may be new to you, or in any situation for which you desire additional information.

1. The care and nurturing of the children, to specifically include the following:

It is of the utmost importance to us that the children feel that they are in a secure and loving environment. Tasks related to their safety and well-being take precedence over all others.

Housekeeping responsibilities to include:

COMMUNICATIONS:

We will meet on a weekly basis for the first month, to discuss any issues/concerns that any of us may have and thereafter on a monthly basis or as and when needed.

You are responsible to maintain a "Nanny Log" on a daily basis. The log will record information of importance to the child's welfare, as well as provide the parents with narrative information about the day and its activities. Details of medications dispensed, meals and nap times will be included.

EMERGENCIES

You will be provided an Emergency Contacts list on or before your start date. On a day-to-day basis, our preference is that mother / father be the first point of contact for general questions and scheduling issues.

AUTOMOBILE: (Check the appropriate paragraphs for family circumstances)

- o **Automobile does not apply**

- o **Automobile provided by family**

You will have the use of one of our cars when needed during the work day for the purposes of transporting the children as required, miscellaneous errands and local travel, as agreed upon in advance by us. Children are to be properly restrained in the family's car seats and/or seat belts **as directed by the parents** at all times. Automobile maintenance will be at family expense; however you are responsible to keep family apprised of need for periodic maintenance (i.e. when oil change due, any mechanical problems noted). You are responsible to keep the car in a physically clean condition.



During your time off, you will be permitted moderate use of a car, limited to local travel and with our advance permission. You will be expected to reimburse us for reasonable gasoline consumed during your personal excursions. We will cover you under our automobile insurance policy; however, any damages resulting from your non-work related use of the cars which is not covered under our policy (i.e., the deductible), is your responsibility.

o **Automobile Supplied by Nanny**

You will be expected to have your personal vehicle during the work day for the purposes of transporting the children as required, miscellaneous errands and local travel, as agreed upon in advance by us. Mileage will be reimbursed at the rate of \$0. , adjusted and indexed to the IRS' published rate. You are responsible for maintaining appropriate insurance coverage. Children are to be properly restrained in the family's car seats and/or seat belts **as directed by the parents** at all times.

PAID TIME OFF

Paid time off is any time not worked by an employee for which the regular rate, a fixed or a prorated amount of pay, was accrued and later paid to the employee. We grant paid time off to give you down time and a chance to deal with non-work related issues.

Paid Time Off (PTO) may be used for vacation, sick, or personal time.

- PTO will accrue pro-rated on a per pay period basis.
- Full time employees will accrue 120 hours of PTO per year
- PTO accrual begins at the start of employment. Draw down of PTO may occur after 90 days of employment.
- SCHEDULING: Timing of vacation to be mutually agreed upon by the employer and nanny. One week advance notice is requested for any appointments, etc. which may cause you to be late or leave work early.
- Annual carry over: Carryover of unused PTO is limited to 40 hours.:
Example: An employee with 55 PTO hours on December 31 would carry over 40 PTO hours.
- Termination and PTO Pay: Persons employed less than 180 days forfeit PTO accrual at time of separation. Persons employed 180 days or more will be paid accrued PTO to a maximum of 120 hours.

HOLIDAYS:

Six days per calendar year **paid / unpaid**. You will receive these holidays to the extent that they fall on regularly scheduled workdays. These holidays are: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. You are likely to receive a number of "extra" holidays throughout the year - days where we choose to take the day(s) off and go away with the children; however, these extra days vary from year to year.

DAYS NOT WORKED

Family agrees that employee will receive the guaranteed base pay 52 weeks per year, even if family choose not to utilize the nanny services for some or all of any given week. Time off requested by the employee will be compensated with accrued PTO. If PTO is not available, and employee still needs, and is granted, time off from work for any reason, this time will be unpaid.

TAXES/DEDUCTIONS/HEALTH INSURANCE:

We will pay:



- one half of the required Social Security and Medicare taxes (Employer Contribution),
- all of the required Worker's Compensation Insurance,
- all of the required unemployment insurance.

Additionally, we will pay: (Check all that apply)

- the entire cost of insuring you under our automobile insurance policy,
- one-half of the cost of health insurance coverage up to a maximum of \$ _____ per month.

Your portion of the required Social Security and Medicare taxes (7.65% of gross wages) and, if you request, your income taxes will be deducted from your pay check weekly.

o Check if this applies to your LiveOut nanny

BAD WEATHER DAYS:

It is understood that certain may be effected by inclement weather events. On days where it is anticipated that you may have difficulty getting to work, you agree to spend the night at our house. A separate bedroom and bath will be available to you. You are also welcome to spend any night with us when the weather becomes inclement during the day and you have any concern about arriving home safely. In the event that you are unable to get to work due to unanticipated inclement weather, those days will be unpaid.

o Check if this applies to your Live In nanny

LIVING ARRANGEMENTS: You will be provided with your own bedroom and

- will share a bath with the children
- have a private bath.

Bedroom furnishings consist of:

This room will be off-limits to the family unless required for household maintenance and/or repair purposes (carpet cleaning for example). You agree that your room may be used by such persons. You will be notified ahead of time if your room will be accessed/needed so that you may make arrangements (at your option) to have personal items and valuables placed out of view during your absence. Bed and bath linens are provided, however, you are responsible for their upkeep as well as your personal laundry.

You will be expected to maintain and clean your bedroom and your bath. Snack food may be eaten in your bedroom; however, all remaining plates, glasses, empty boxes or bags etc. must be removed immediately to the kitchen for disposal.

You are welcome and encouraged to entertain friends in our home during non-working hours as long as they respect the property and do not disrupt the household. Permission is required for overnight guests.

We want you to feel comfortable in our home. Every effort will be made to provide food and beverages that meet your dietary needs.



NOTICE REQUIRED FOR MONTGOMERY COUNTY, MD EMPLOYMENT: County law requires that Employers provide live-in Employees with reasonable room and board accommodations. Such accommodations must meet all minimum standards for a dwelling unit as established in Chapter 26 of the Montgomery County Code; accommodations include, but are not limited to, a private room for sleeping with a door that can be locked. Employer shall also provide Employee with reasonable access to a kitchen, bathroom, and laundry facilities.

PHONE PRIVILEGES:

Personal use of our telephone is available. Long distance phone calls are your responsibility and will be deducted as applicable from your paycheck. We strongly encourage you to purchase prepaid long distance cards or obtain a personal mobile phone to allow you to personally manage your long distance bills. Personal phone calls during the work day must be limited to 10 minutes in length and should be reserved for those times when your attention is not required for childcare (nap time, school hours, etc.). Local phone calls during off hours are unlimited in number and time made; however, except in cases of emergency, must not be received after 11pm. We have call waiting and we are likely to receive calls during the evening and on the weekends. If you are on a call and are interrupted by call waiting, you will be expected to end your conversation in order that we can take our call.

SMOKING

We are a smoke-free home. Under no circumstances are you or your guests to smoke in our home or automobiles. You further agree never to smoke while on duty – regardless of location

ALCOHOL

Alcohol is never to be consumed during on-duty times. Alcohol consumption **is / is not** permitted in your quarters when not on duty.

CONFIDENTIALITY:

During the course of your employment, you may legitimately see, hear or otherwise become privy to information about our family. It is understood and agreed that all information relating to the parents, including but not limited to financial, household or career, is confidential information which may not be disclosed to anyone without the written consent of the undersigned parents. It is also understood that a failure to abide by this agreement may, at the parent's discretion, result in immediate termination. The obligations of the employee under this clause survive termination of this agreement.

TERMINATION OF EMPLOYMENT:

Nanny is an “at will” employee and employment may be terminated by either party at any time subject to the terms of this agreement. We wish to provide nanny with a secure employment situation, to provide our child(ren) with a stable care-giving environment, and to facilitate the orderly transition between employment. Therefore, both parties agree to provide 4 weeks notice of intent to terminate this agreement (or pay in lieu of such notice), except when such termination is for cause.

Cause is defined as any action on the part of the nanny that endangers the children in her care, non-performance of job responsibilities, theft or dishonesty, smoking or alcohol use on duty or any use of illegal drugs, persistent tardiness or absenteeism, or violation of the confidentiality clause.

Severance: Our family does not have any policy for payment of severance pay on termination. However, we reserve the right to offer such pay to particular employees, in our sole discretion. Any payment of severance pay will be conditioned upon execution of a full release of any claims against our family arising out of



employment and/or termination, except for rights such as unemployment compensation that cannot be released in an employer/employee agreement.

Employer Property: At time of termination, and prior to receipt of final paycheck, nanny agrees to return to employer all employer property, including but not limited to house and car keys, remote entry devices, strollers and car safety seats.

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**THE FOLLOWING IS REQUIRED FOR EMPLOYMENT AGREEMENTS ENTERED INTO IN MONTGOMERY COUNTY, MD ON OR AFTER JANUARY 18, 2009:**

**NOTICE OF EMPLOYMENT RIGHTS UNDER MARYLAND STATE LAW**

Employee, regardless of her or his immigration status, race, gender or age, is entitled to legal protections under Maryland employment laws including, but not limited to:

- a. payment of minimum wage;
- b. payment for all hours worked;
- c. payment of wages in United States dollars no less than twice per month;
- d. overtime pay of 1.5 times the regular hourly wage for every extra hour worked over 40 hours per week;
- e. notice of rate of pay, regular paydays, and leave benefits; statement of earnings and deductions for each pay period; and notice of any change in a payday or wage at least one pay period in advance;
- f. worker's compensation; and
- g. upon termination of employment, payment of all wages due for work performed before the termination of employment, on or before Employee's regular payday.

An employer may not retaliate against a domestic worker who:

- a. requests a written contract required under Montgomery County Code, Chapter 11, Sec. 11-4B(c), Consumer Protection
- b. seeks to enforce the terms of a written employment contract; or
- c. files a complaint or testifies, assists, or participates in any manner in an investigation, proceeding, or hearing to enforce any section of the Consumer Protection Statute.

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THE ABOVE AGREEMENT HAS BEEN AGREED TO BY THE PARTIES LISTED ABOVE ON THIS ___ DAY OF ___, 20__.

Family/Employer

Nanny/Employee