



## Sample Employee Contract

This contract, executed on \_\_\_\_\_, between \_\_\_\_\_ and \_\_\_\_\_, has the following terms of employment:

**Start Date**

*[list the date for the first day of employment]*

**Worksite Address(s)**

*[List the primary child care location and any others where work will regularly take place]*

**Primary Worksite:**

**Specific rooms/areas where child care and other duties may be performed:**

*[Consider what spaces child care can take place in your home. Do you want certain type of activities done in specific places – painting can only occur at the kitchen table, or no playdoh in carpeted areas, etc.]*

**Specific rooms/areas that are off-limits for child care or other duties:**

*[For example, the downstairs office or a particular bedroom is off-limits to children and the door should remain closed.]*

### Work Schedule

*[Fill in the days and hours that you and your nanny agree upon. Live-in caregivers may provide more schedule flexibility but should still have an agreed upon schedule. Live-in nannies are not "on call" 24/7.]*

The following represents a typical schedule. Changes to this schedule will occur infrequently and will be communicated with 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 \_\_\_\_\_

### Emergency Contact Information and Meeting Site:

*[In the event of an emergency, who should your nanny contact first? If that person can't be reached, who should they try next? If the main child care locations are unavailable due to an emergency, where should the children be taken? Use this section to detail what your nanny should do in the event of an emergency.]*

*[List the name, relationship, and contact information of an emergency contact in the case that all primary parents/guardians are unavailable.]*

**Example:** In case of an emergency, call the following in this order:

1. *[name (relationship)] at [phone number]*
2. *[name (relationship)] at [phone number]*
3. *[name (relationship)] at [phone number]*

*[List the name and address of an emergency location that the children can be brought to if the primary child care location (or other child care locations listed above) become unsafe or unreachable.]*

*[List any other safety or emergency related information here, you can't plan for everything, but having a plan will help everyone stay calm if there is an emergency.]*

### **Job Responsibilities**

*[Listed below are some common job responsibilities for a nanny/babysitter. Think about your specific family's needs and include or exclude any sections that make sense for you. Also note that you may have certain needs not included here.]*

#### **Child care. The name and ages of each child is listed below.**

*[Child, age]*

*[Child, age]*

**Examples:** Maintaining a safe environment, playing, feeding, bathing, clothing

#### **Household Duties**

*[List specific duties here, this does not need to be a completely exhaustive list but should include duties that are representative of the type of work you expect them to do. Opt for specific, clear parameters; your nanny shouldn't be taken aback by a request you might make that isn't included here.]*

**Examples:** Dishes, cleaning countertops, general tidying up of children's play area, occasional vacuuming, occasional laundering of children's clothes.

#### **Meal and snack preparation**

*[Consider any food preparation you'll want your nanny to do, or if you'd prefer them to serve meals and snacks that you've pre-made.]*

**Examples:** Making healthy breakfasts, lunches, and dinners for kids. Preparing light mid-day snacks. If you expect them to make the whole family any meals be clear about this expectation and whether you will pay them extra for that work.

**Engaging children in educational activities**

*[If you have agreed that your nanny will contribute to your children's educational and developmental growth, list the types of activities you expect and any preferences or details specific to each child.]*

**Examples:** Activities should be engaging, hands-on, and tie into developing vocabulary, creativity, motor skills, socialization, etc. For example, reading books, singing songs that involve hand motions, puzzles, art activities, etc.

**Scheduling activities for children**

*[If you have agreed that your nanny can arrange activities for your children, list your expectations for the types of activities they can plan, with whom, and any communication that you require about the activities.]*

**Examples:** Employee [name] can arrange play dates with neighbors [name] at [address] across the street, or schedule enrichment classes at [business or community center name] during after-school hours. All activities should be checked against the family calendar and the locations of the children should be communicated to the employer [name].

**Communication with Parents/Guardians**

*[List your expectations on the frequency and types of communication you want during working hours.]*

**Examples:** Please text [name] when arriving back at the house after school pick-ups have been completed.

### **Child Guidance and Discipline Policy**

*[At some point your nanny will likely need to provide guidance/discipline to your child when you are not around. Write down your expectations for what is and is not an acceptable form of guidance/discipline. You should also spell out any house rules your children must follow or share any specific procedure or routine your child has for going to bed or taking a nap. If you have a specific guidance/discipline styles, expectations, or systems this is a good place to put it. You can also give your nanny any resources that she can use to better understand how you want her to approach guidance/discipline with your children.]*

**Example:** We use a gentle guidance/discipline approach with our children, gentle guidance/discipline focuses on showing/teaching kids the appropriate behavior. For example, we offer her choices to give her a sense of control, such as, "Would you like to wear the red pajamas or the blue?" We also give warnings before transitions, as in, "We need to leave the playground in five minutes."

### **Transporting/supervising during outings and appointments**

*[If you have agreed that your nanny will transport your children (or accompany you) for appointments outside of the primary child care location, you should include your expectations here. Note that a mileage policy is included later in this example that you may wish to include if your nanny will be using their personal car while working.]*

**Example 1:** The employee will have access to the employer's vehicle during work hours. The vehicle is to be used for picking up and dropping off children from school and other appointments. It may also be driven for other errands agreed upon in advance with the employer. The employee shall not drive the children anywhere other than locations where the employer has given express permission.

**Example 2:** The employee agrees to use their own vehicle during work hours. The vehicle will be used for picking up and dropping off children from school and other appointments. The employee shall not drive the children anywhere other than locations where the employer has given express permission.

**Example 3:** The employee will accompany the employer in the employer's vehicle for children's outings and appointments.

**Example 4:** The employee shall not drive the children anywhere unless in the case of an emergency. In the event of an emergency, the employee may drive the children to the pre-determined emergency location listed below.

## Medication/Allergies

*[Do your children have any allergies or medical issues that your new nanny should be aware of? If your child needs medication administered how should that be handled? Is your nanny allowed to give your child over-the-counter medication if they have a headache, if so under what circumstances?]*

**Example 1:** Please make sure that [child] takes his daily medication of [name of medication and dosage] at 3pm with a small snack.

**Example 2:** Please contact [name, phone number] if any child complains of aches, pains, upset stomach, etc. and you believe medication may help or they say they need any over-the-counter medicine (Tylenol, cold medicine, etc.)

**Example 3:** [Name of child] has the following allergy(ies). Screen all foods provided to make sure they don't include [allergen]. If [name] does eat something they are allergic to, respond in [the following way].

## Compensation & Benefits

*[This section details the wage, method, and frequency of payment. It also details other forms of compensation or benefits that you may or may not choose to offer. As you consider what benefits to offer your new nanny, remember that benefits can help you retain the services of your nanny longer. Benefits let your nanny know that they are valued and that you're supportive of their needs. Refer to our other guide outlining Wage and Tax Considerations [HERE.](#)]*

## 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. California law requires that household employees, including child care providers be paid overtime. According to the Domestic Worker Bill of Rights, they are entitled to overtime at 1.5 times the regular rate of pay for any hours worked over nine hours per day or over 45 hours per week, unless they are excluded employees or the employer is excluded under the law. Further, California requires that live-in caregivers are entitled to overtime pay equal to 1.5 times their hourly rate if they work more than 9 hours a day or 45 hours a week. It's common to pay slightly less per hour than a live-out nanny as a way to account for the cost of room and board, however nannies that live in the home must still be paid at least the local minimum wage and must be paid for every hour worked. Talk to a legal professional if you have questions about employer responsibilities for a live-in caregiver.

**The employee shall be compensated as follows:**

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

Overtime rate of pay = \$ \_\_\_\_\_ per hour (for more than 45 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:**

*[Common methods are listed here. The key is that as an employer, you must pay required state and federal employment taxes. Income should be reported appropriately. Paying your nanny through cash apps like Venmo and Zelle is not recommended due to tax reporting concerns. Talk to a tax professional about the best payment method that meets your needs while maintaining tax compliance.]*

Payroll check - The safest option is to pay your nanny through a payroll service that handles taxes, withholding, and year-end tax documents. This ensures full compliance.

Personal check - You can pay your nanny directly by personal check. You are still responsible for withholding and paying all applicable taxes.

Direct deposit - Many nannies prefer direct deposit into their bank account for convenience. Checks can also be deposited via mobile apps.

Cash - Paying in cash is allowed but not recommended. It lacks documentation and raises tax compliance concerns. If paying cash, be sure to properly withhold taxes.

Prepaid debit card - Some use reloadable prepaid debit cards that allow direct wage payments. But taxes would still need to be handled separately.

**Mileage and General Expenses**

*[If your family's nanny or babysitter is asked to drive their own vehicle, you must provide a mileage reimbursement of 67 cents per mile (the current 2024 rate).]*

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. The employee will maintain a mileage log and submit it to the employer for reimbursement at the end of the pay period. All other pre-approved, work-related expenses will be reimbursed at cost. The employee will keep all receipts and submit them to the employer for reimbursement at the end of the pay period.

### **Tax-Advantaged Benefits**

*[Offering additional benefits is optional but remember that the benefits listed below not only show the caregiver that you are supportive of her needs but can also have positive tax implications. Refer to our guide outlining Wage and Tax considerations, including benefits [HERE.](#)]*

In addition to the wages stated above, the employer will contribute to the following employee expenses. These amounts are considered “non-taxable” compensation (up to the limits noted below and based on 2023 rates), 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 the total amount of premium)

Public Transportation at \$\_\_\_\_\_ per month (up to \$300/month)

Parking at \$\_\_\_\_\_ per month (up to \$300/month)

College Tuition at \$\_\_\_\_\_ per month (up to \$5,250 per year)

Mobile Phone service at \$\_\_\_\_\_ per month (up to the total amount of the bill)

*[If they will use their cell phone on the job, California requires you to offer a reimbursement. Regulations do not specify a specific amount required, merely that the employer reimburse a “reasonable percentage,” even if the employee’s monthly bill does not increase from use at work.]*

### **Paid Time Off**

*[California has a Paid Sick Leave (PSL) law, which requires that you, as a household employer, provide up to 48 hours of paid sick leave per year, with one hour accrued for every 30 hours worked. You can limit usage of sick time to 24 hours per year. Some localities throughout the state have their own rules regarding sick time, so you should check your county and city regulations. Refer to our guide outlining Wage and Tax considerations, including paid leave [HERE.](#)]*

#### **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 requests at least \_\_\_\_\_ week(s) in advance.

#### **Planned and Unplanned Absence Policy:**

*[How much notice should your new nanny give when planning an absence? How should unexpected absences be handled?]*

**Example:** Planned time away should be requested at least 2 weeks in advance. Unplanned or emergency absences should be communicated as soon as it becomes clear an absence is warranted. Please call [name, phone number].



## Holidays

### Employer will provide the following PAID Holidays:

[List]

### Employer will provide the following UNPAID Holidays:

[List]

## Tax Withholding/Reporting

[For more information on process and requirements, refer to our guide outlining Wage and Tax Considerations [HERE.](#)]

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.

## Confidentiality & Privacy

[List any expectations you have about confidentiality or privacy concerns. Think about how you would like to address social media, photographing of the children or your home, etc.]

### Confidentiality

**Example:** 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.

## Social Media Policy

**Example 1:** Employee understands that no information about the children's location, plans for the day, or pictures of the children or family members should be shared on any social media network without permission from parents or guardians [name].

**Example 2:** Employee agrees not to post online the full names of our child(ren).

## Resignation and Termination

*[List or change the following as needed]*

Employee must provide 2 weeks written notice of resignation. Employee agrees to inform the employer before telling the children. The employer will make all final decisions on how/when to inform the children.

Employer must provide 2 weeks written notice for termination without cause. The employer will make all final decisions on how/when to inform the children.

Immediate dismissal may occur for serious cause. The following are grounds for immediate termination, but are not limited to:

- Allowing the safety of the children 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

## Signatures

*[The contract needs to be signed by both the employer (you) and the employee (the nanny). California law recognizes a valid employment contract between a family and a nanny they hire directly. Key elements needed for the contract to be enforceable under California law include:*

- Naming you as the employer and the nanny as the employee
- Detailing the terms of employment - compensation, benefits, duties, termination procedures, etc.
- Containing signatures of both you and the nanny agreeing to the terms
- Abiding by state and federal labor laws - minimum wage, overtime, worker protections
- Being executed voluntarily with no coercion or duress

*As long as those components are met, the contract could be enforced through the California court system if a dispute arose that could not be resolved privately. Consulting an employment lawyer when drafting the contract is recommended.]*

**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: