

Thousands of families turn to HomeWork Solutions for household payroll and nanny tax compliance services every year. We simplify the "Nanny Tax."

Work Agreement

This work agreement is a sample only. Please consider your particular situation, as well as state and local employment law.

This document is not intended to be specific tax, legal or insurance advice. It is not intended to cover each and every employment situation, nor can it anticipate specific needs. Individuals use this sample work agreement at their own risk. HWS assumes no liability.

Employee Information

Today's Date

Employment Start Date

Name

Social Security Number

Employer Information

Employer Name

Work Site Address

City

State

Zip code

Name of Child

Date of Birth

Work Hours

Friday

From

Until

Daily Hours

Saturday

From

Until

Daily Hours

Sunday

From

Until

Daily Hours

Monday

From

Until

Daily Hours

Tuesday

From

Until

Daily Hours

Wednesday

From

Until

Daily Hours

Thursday

From

Until

Daily Hours

Total Weekly Hours

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Compensation

Gross Hourly Rate

\$

Employee To Be Paid

Weekly Bi-Weekly

Overtime Gross Hourly Rate

\$

Other

Guaranteed Weekly Gross

\$

Day Of Week Paid

Friday

Other

You will agree to maintain accurate, contemporaneous time cards. Performance reviews, with the possibility of salary increases, will be performed annually on or about the employment anniversary date.

Fair Labor Standards Act Compliance: Household employees are hourly employees entitled 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, MA, MD, MN and NY have special overtime requirements for live-in employees.

Holidays

Days Per Calendar Year ¹

Paid ² Unpaid

New Year's Day

Martin Luther King Jr's Birthday

President's Day

Memorial Day

July 4th

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

Paid Time Off ³

Does Not Apply

Employee will accrue hours of PTO per year.

- PTO will accrue pro-rated on a per pay period basis.
- PTO ACCRUAL begins at the start of employment. PTO may be used after 90 days of employment.
- SCHEDULING: Vacations are to be mutually agreed upon by the employer and nanny. Notice of one week 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 hours: Example: An employee with 55 hours of PTO on December 31st would only carry over 40 hours of PTO.
- 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 hours.

1. 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.

2. Part time employees, only if holiday falls on a regularly scheduled workday.

3. Paid time off is any time not worked by an employee for whom 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 schedule and deal with non-work related issues.

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

Families are not required by Federal law to provide paid time off. Different localities and states, however, do impose PTO requirements.

We invite you to phone HomeWork Solutions at 800.626.4829 for more detailed information.

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Non-Taxable Benefits

Does Not Apply

The following "non-taxable" compensation (up to the limits noted below) will be provided to the employee. Check all that apply.

- Health Insurance \$ _____ per month
See QSEHRA/ICHRRA attached
- Mobile Phone Service \$ _____ per month
- Public Transportation \$ _____ per month
up to \$270 per month*
- College Tuition \$ _____ per month
up to \$5,250 per year*
- Parking \$ _____ per month
up to \$270 per month*

*2020 Limits

Expense Reimbursement

Mileage

Any miles driven in the course of employment using the employee's car will be reimbursed at the current IRS Mileage Reimbursement Rate (\$0.575 per mile), which is established to cover the cost of fuel, depreciation, and maintenance. Employee will maintain a work-related travel log that documents date, start and stop locations, mileage, tolls if appropriate, and business purpose. This log must be maintained and submitted to the employer for reimbursement at the end of each pay period.

Incidentals

Employee must keep receipts for all previously approved incidental expenses and submit to employer for reimbursement at the end of each pay period.

Continuing Education

We will contribute up to \$ _____ per year for work related continuing education. Conferences and/or training must be approved.

Taxes & Deductions ⁴

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

- 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,
- Other _____

Training

Does Not Apply

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.

Emergencies

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

Name

Phone

4. Your portion of the required Social Security and Medicare taxes (7.65% of gross wages) and, if you request and provide a completed Form W-4, your income taxes will be deducted from your pay check. You will be provided a Form W-2 Wage and Tax statement at year end.

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Use of Family Automobile

- Automobile Does Not Apply
- 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 use of the cars, which is not covered under our policy (i.e., the deductible), is your responsibility.

Communications

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

You are responsible for maintaining 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.

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 family, including but not limited to financial, household or career, medical or private relationships is confidential information which may not be disclosed to anyone without the written consent of the undersigned parents.

Social Media: Employee acknowledges that the identity of the employer and all family members, the location of employment and the particulars about schedules and planned outings are to remain completely confidential and not to be disclosed on any social media venues. Employee agrees not to post photos of the children and to post only with location services disabled.

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.

Live In Household Workers

- Does Not Apply

WE SUGGEST THAT A CLAUSE SIMILAR TO THE TEXT BELOW BE INCLUDED IN YOUR WORK AGREEMENT. YOU MAY WISH TO CONSULT WITH AN ATTORNEY TO LEARN ABOUT TENANCY LAWS IN YOUR STATE OR MUNICIPALITY AND ADJUST LANGUAGE ACCORDINGLY.

Living Arrangements

You will be provided with your own bedroom, have reasonable access to laundry and cooking facilities, and:

- Will share a bath with other family members.
- 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 accessed 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.

Your living accommodations are provided for our convenience, rent-free, and are predicated on your continued employment. You understand and agree that your tenancy rights terminate when employment terminates.



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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.

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.

The care and nurturing of the children *(to specifically include the following)*

Housekeeping and other responsibilities to include

Termination of Employment

Nanny is an "at will" employee and may choose to work for the family for as little or as long as she desires. Likewise, the employer may continue the nanny's employment for as little or as long as he/they wish. We wish to provide the 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 _____ weeks notice of intent to terminate this agreement (or pay in lieu of such notice), except when such termination is for cause.

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, at our sole discretion. Any payment of severance pay will be conditional 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.

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.

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, and car safety seats.

THE ABOVE AGREEMENT HAS BEEN AGREED TO THIS _____ DAY OF _____, 20____

Employer

Nanny / Employee
