

# Sample Standard Employment Contract

This agreement is between \_\_\_\_\_ *employer's name* \_\_\_\_\_ (“the Employer”) and \_\_\_\_\_ *worker's name* \_\_\_\_\_ (“the Employee”). The Employee shall begin work for the Employer on \_\_\_\_\_ *start date* \_\_\_\_\_. The place of work is the Employer’s residence, located at \_\_\_\_\_ *employer's address* \_\_\_\_\_.

## I. Work Responsibilities

- a. The Employee’s job title is \_\_\_\_\_ (*e.g. Nanny, Housecleaner, Elder Caregiver*) \_\_\_\_\_.
- b. The Employee is a live-in / live-out (circle one).
- c. The Employee agrees to perform the following duties as a requirement of her employment: (*Be as specific as possible*)
  - \_\_\_\_\_ *e.g. Care for one child (Sam Jones, boy, age 8).*
  - \_\_\_\_\_ *e.g. Pick Sam up from school in the afternoons and care for him until the Employer gets home; prepare dinner for Sam on Tuesdays.*
  - \_\_\_\_\_ *e.g. light housekeeping (limited to cleaning kitchen after use and tidying Sam’s play area).*

Any additional responsibilities must be negotiated in a separate writing, along with additional pay.

## II. Scheduling, Cancellations, and Records

- a. The following represents a typical weekly work schedule. The Employer will limit fluctuations and will provide as much notice of change as possible. Additional hours must be negotiated verbally or in writing, along with additional pay.

|                          |       |              |       |            |       |                   |
|--------------------------|-------|--------------|-------|------------|-------|-------------------|
| <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"/> | Thurs | Begin: _____ | am/pm | End: _____ | am/pm | Daily Hours _____ |
| <input type="checkbox"/> | Fri   | Begin: _____ | am/pm | End: _____ | am/pm | Daily Hours _____ |

Total weekly hours: \_\_\_\_\_

- b. In the event of any cancellation of hours in the typical work schedule on the Employer’s part, the Employee will be paid as usual for all regular work hours.

- c. The Employer will record all hours worked by the Employee and will keep the records in  (e.g. the top filing cabinet in the office) , to be accessible to and reviewable by the Employee at all times.

### **III. Compensation and Reimbursements**

- a. The Employer will pay the Employee \$ \_\_\_\_\_ per week, not including overtime.  
- OR -  
The Employer will pay the Employee \$ \_\_\_\_\_ per hour.
- b. The Employer will pay the Employee at the overtime rate for all hours over 40 worked in a week. The overtime rate of pay is \$ \_\_\_\_\_ per hour (1½ times the regular hourly rate).
- c. The Employer will reimburse all expenses incurred by the Employee in the course of employment. Any miles driven on the Employee's car while on the job will be reimbursed at the IRS Mileage Reimbursement Rate.
- d. All travel on which the Employee is asked to accompany the Employer must be mutually agreed upon and shall be compensated at an additional rate to be negotiated. The Employee shall be provided her own accommodations for the trip.
- e. The Employer will pay the employee's wages at the end of each  
workday / workweek (circle one).
- f. Both the Employer and Employee shall have a signed record of each payment of wages. The Employer will provide worker with a copy of these records at the end of every  
workday / workweek (circle one).

### **IV. Meals, Communication Access, and Privacy:**

- a. The Employer and Employee agree to the following food arrangement:  
The Employer will let the Employee know at least one day in advance if there is food available for the Employee on a given workday. If there is not food available for the Employee, then she will provide her own food. The Employer will allow the Employee to use the kitchen to heat or prepare her own meals.
- b. The Employee shall have access to the Employer's landline for necessary local calls, and to the Employer's wireless internet service for limited work-related email communication, if required, during the workday.
- c. The Employer will not install cameras or any video or audio recording devices anywhere in the home without the Employee's express consent.

### **V. Time Off**

- a. The Employee may take  (e.g. 10)  paid vacation days per year.
- b. The Employee may take  (e.g. 5)  paid sick days per year, which can be used in the event of illness or medical appointments for the Employee or a family member.

- c. The Employer will pay the Employee for  (e.g. 12)  weeks of parental leave for the birth or adoption of a child.
- d. The Employee will have paid holidays on  (e.g. New Year's Day, Christmas Day, Martin Luther King, Jr. Day, Fourth of July, Labor Day, and Thanksgiving) .
- e. The Employee has the option of taking unpaid holidays on  (e.g. Memorial Day) .

**VI. Benefits, Insurance, and Taxes**

- a. The Employer will provide the following benefits for the Employee:  
 (E.g. Transportation costs; health insurance) .
- b. The Employer will maintain Worker's Compensation insurance. The plan is with  (e.g. ABC Insurance Company)  and the Policy ID is  (e.g. 123456) .
- c. The Employer will pay and withhold the required taxes by law, along with income taxes per the Employee's instructions and all other applicable taxes.

**VII. Job Evaluations, Raises, and Letters of Reference**

- a. The Employer will provide the Employee with a written job performance review every  (e.g. 6)  months.
- b. The Employee will receive an annual raise. The amount of the raise to be negotiated between the Employer and Employee based on the following criteria:  
 (E.g. cost-of-living adjustment; excellent job performance) .
- c. The Employer will provide the Employee with a signed letter of reference upon the Employee's request.

**VIII. Termination**

- a. The Employer or Employee must provide at least  (e.g. 2)  weeks notice before terminating this employment agreement. If the Employer terminates the agreement, the Employer will provide  (e.g. 4)  weeks of salary as severance.
- b. The Employer understands that the Employee is protected by labor laws, regardless of race, gender, religion, or national origin. The Employer also understands that it is illegal to retaliate against the Employee for asserting rights under this employment agreement or other labor laws.

\_\_\_\_\_  
Employer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date