

# The Employment Contract

Date of Employment Commencement: \_\_\_\_\_

This document serves as a childcare employment contract between \_\_\_\_\_, hereafter referred to as “The Employer,” and \_\_\_\_\_, hereafter referred to as “The Au Pair.”

IT IS AGREED, that The Employer will employ The Au Pair according to the terms and conditions outlined herein.

## 1 Terms of Employment

### 1.1 Hours

The Au Pair is employed to work in the The Employer’s home according to the following schedule:

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
<b>Start</b>							
<b>End</b>							
<b>Start</b>							
<b>End</b>							

*Please Note: Au Pairs may not work more than 10 hours a day, or 45 hours a week. They must have at least 1.5 full consecutive days off a week and they must have at least 1 free weekend a month.*

### 1.2 Children

The children under care of The Au Pair during working hours are listed below:

<b>First Name:</b>		<b>Last Name:</b>		<b>Birth Date:</b>	
<b>First Name:</b>		<b>Last Name:</b>		<b>Birth Date:</b>	
<b>First Name:</b>		<b>Last Name:</b>		<b>Birth Date:</b>	
<b>First Name:</b>		<b>Last Name:</b>		<b>Birth Date:</b>	
<b>First Name:</b>		<b>Last Name:</b>		<b>Birth Date:</b>	

*Please Note: Au Pairs may not care for a child under the age of 2 without at least 200 hours of documented infant care experience. A parent or responsible adult must be present when an au pair is caring for a child under three months. Special needs children may only be placed in the care of an au pair with specifically identified experience, skills, or training in caring for children with special needs.*

## 2 Duties

The Au Pair will be required to attend to the following additional childcare related duties during work hours:

**List Duties Below:**


*Please Note: These duties may include, but are not limited to, washing children's laundry, straightening children's rooms, bathing children, and cleaning children's play areas.*

## 3 Remuneration

### 3.1 Salary

The Employer agrees to pay The Au Pair a salary of \$\_\_\_\_\_. This salary will be paid every \_\_\_\_ (week(s)/month(s)), or according to the following schedule:

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Pay day will be \_\_\_\_\_.

### 3.2 Deductions

The Employer agrees to pay the Au Pair's full wages with no deductions except for deductions specifically required by Federal, State or local taxation law.

The Employer shall be responsible for reporting to the IRS and the relevant State body of taxation the following: Federal withholding, State withholding and if applicable, Social Security and Medicare contributions.

## 4 Accommodation

### 4.1 Bedroom

The Au Pair will have a private bedroom in The Employer's home. This bedroom will be:  
\_\_\_ on a separate floor from the family bedrooms  
\_\_\_ on the same floor as the family bedrooms

## 4.2 Bathroom

The Au Pair will have access to bathroom facilities. These facilities will be:

- shared with children
- shared with other family member \_\_\_\_\_
- private
- en suite

## 5 Privileges

### 5.1 Car

The Au Pair (will/will **not**) have access to a car. If access to a car is allowed, the car will be:

- Private
- Shared
- Available for use after hours according to the following schedule:

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The Au Pair will be insured for use of this car, if available, and The Au Pair's deductible will be \$\_\_\_\_\_ (not greater than \$500).

Car Make/Model/Year \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_.

The Au Pair will have or will obtain an appropriate driving license before operating a vehicle.

### 5.2 Phone Privileges

The Au Pair will have access to a phone according to the following schedule:

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
<b>Start</b>							
<b>End</b>							
<b>Start</b>							
<b>End</b>							
<b>Start</b>							
<b>End</b>							

Long distance calls are to be paid for by (The Au Pair/The Employer).

### 5.3 *Additional Privileges*

The following additional privileges will be included as part of this agreement:

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## 6 Restrictions

### 6.1 *Curfew*

The Au Pair (will/will **not**) be subject to a curfew. If The Au Pair is subject to a curfew, the curfew schedule will be as follows:

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Curfew							

### 6.2 *Additional Restrictions*

The following additional restrictions will be included as part of this agreement:

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## 7 Vacation

The Employer has read and understands the regulations as set out by the Department of State which requires two weeks of paid holiday, 1.5 consecutive days off per week, and 1 full weekend off a month for The Au Pair. Vacations may be taken at any mutually agreed upon time during the year and are not available on an accumulation basis.

## 8 Sick Leave

The Au Pair may take sick leave when necessary. In the event of illness, The Au Pair must notify The Employer as soon as possible before the beginning of the next work day of The Au Pair's impending absence. The Employer may not lower The Au Pair's salary in response to The Au Pair's sick leave.

The Au Pair understands that excessive or abusive use of the sick policy may result in termination of this contract or mediation of this contract.

## 9 Benefits Offered by Expert AuPair:

- Medical insurance for 12 months of basic coverage.
- Optional upgraded coverage and coverage for the 13<sup>th</sup> month of the Au Pairs' time in the United States

## 10 Confidentiality

The Au Pair shall not during his/her employment with The Employer, or at any time thereafter (otherwise than in the proper course of her duties or as is required by law) without the prior written approval of The Employer divulge or disclose any information which, by reason of its character or the circumstances or manner of its disclosure, is evidently confidential to The Employer.

## 11 Disciplinary Procedures

Reasons which might give rise to the need for measures under the Disciplinary & Capability Procedure include the following:

- (a) causing a disruptive influence in the household
- (b) job incompetence
- (c) conduct inside or outside normal working hours prejudicial to the interests or reputation of The Employer .
- (d) unreliability in time keeping or attendance
- (e) failure to comply with instructions and procedures
- (f) loss of driver license
- (g) breach of confidentiality

In the event of The Employer needing to take disciplinary action the procedure shall, save in cases involving gross misconduct, be:

- |          |  |
|----------|--|
| Firstly  | Verbal Warning   |
| Secondly | Written Warning  |
| Thirdly  | Contact The Au Pair's LR for further grievance procedures. |

## 12 Termination

Termination of this agreement requires written notification with a full explanation and must be submitted in writing to both the Local Representative and to the corporate office of Expert AuPair. Both parties must give the standard two weeks notice of termination. Fees or charges owed but not reconciled by the Au Pair may be deducted from the final paycheck. The Au Pair may have a financial obligation to the Host Family and to Expert Au Pair if the agreement is terminated early.

## 13 Addendums

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## 14 General Terms

This contract shall be construed in accordance with and governed by the laws of the United States of America and the state of Florida. The parties submit to the exclusive jurisdiction of the justice system of the United States of America and the state of Florida.

