

FAMILY/NANNY WORK AGREEMENT

Hayley Miller and Davis Meissner ("Family") and Elizabeth Morrissey ("Nanny") have entered into an employer/employee relationship with the obligations and responsibilities as follows:

Nanny Duties: Nanny will care for Lenna at 64 Glenham Road, Hamden, CT 06518. Please see specific duties referenced in Addendum A.

Terms: Nanny will begin on March 31, 2025. Employment is at will. This recitation of the employment relationship does not create a contract for employment, nor does it change employee's status as an at-will employee. As a matter of courtesy and in order to provide a secure work environment for both the Family and Nanny, both parties agree to the provisions listed in the "Termination" section. This agreement is valid until either Family or Nanny terminates employment and the terms listed in the "Termination" section are fulfilled or until a new agreement is negotiated and signed.

Work Hours: Nanny will work Mondays and Wednesdays from 8:30am to 5:30pm. These scheduled hours are guaranteed and will be paid even if Family has Nanny work less than 18 hours in a week. Any scheduled hours that Nanny is unwilling or unavailable to work, will not fall under guaranteed hours and will be deducted from Nanny's PTO or deducted from their weekly pay on a per-hour basis. Family may not bank unused hours from one pay period and use them in a different pay period, as Nanny is entitled to be paid for each hour worked. A pay period is defined as 7 consecutive days. The schedule is subject to change and Nanny agrees to be flexible and accommodating. However, while Nanny will make every effort to be accommodating, they will not be required to be available for hours not stated in this agreement. Nonetheless, every effort will be made to arrive at a mutually acceptable schedule each week.

Taxes: Nanny will complete an I-9 and W-4. Family will provide Nanny with a W-2 at the end of the calendar year. Family is responsible for all payroll taxes, which includes withholding Nanny's share of FICA taxes and paying the employers' matching portion of these taxes, plus state and federal unemployment taxes. If requested by Nanny, Family will also withhold federal income taxes.

Regular Pay: Nanny will be paid \$450.00 gross per week paid through payroll every Friday. Family will provide Nanny with a pay stub each pay period. This salary is based on 17 guaranteed hours of work per week, paid at the hourly rate of \$25.00. Any changes to the number of hours worked per week, or to the gross pay or hourly pay rate will be discussed between Nanny and Family, and mutually agreed upon. Should the Family request additional hours over and above the agreed to 18 hours per week, Nanny will be paid for each hour worked, including any applicable overtime. For any hours worked over 40 hours in a 7-day period, Nanny will be paid at an overtime rate of \$37.50 per hour, which is 1.5 times the normal hourly rate and legally required per the FLSA. In the event that Family does not pay Nanny in a timely manner, there will be a 10% late fee added on for each day that payment is late. This late fee is implemented at the discretion of the Nanny and is intended for habitual late payment. Nanny agrees to only implement the late fee after having: 1. Previously discussed the issue with Family at a sit-down meeting and late payment continues despite that, and 2. Given Family written notice of the date the late fee policy will go into effect. In the event of nonpayment of any amounts duly owed to Nanny per the terms of this Agreement, Family agrees to pay reasonable attorney's fees, plus court costs and expenses incurred in the collection of any unpaid amounts.

Vacation: Nanny will accrue 2 days of paid vacation per year (1 day provided after the first three months and 1 more day provided after 6 months). These vacation days may be taken at Nanny's discretion. Nanny will clear the dates of their vacation at least one month in advance and will make every effort to plan their vacation at a time that is mutually convenient for Family. When Family goes on vacation and chooses not to take Nanny or Nanny chooses not to go, Nanny receives their full pay because they have guaranteed hours and are only required to be available for their regularly contracted scheduled hours, which traveling overnight falls outside of those hours. During this time, at Family's discretion, Family may ask Nanny to help out with their contracted duties during their normally scheduled hours, in order to fulfill some of the guaranteed hours while Family is away. At the end of the contracted year, Family will pay out any unused vacation time to Nanny.

Sick Pay: Nanny will receive 2 days (18 hours) of paid personal/sick leave per year. If additional sick days are required, they will be deducted from Nanny's paid vacation or deducted from their weekly pay on a per-hour basis. If all sick leave is not used by the end of the employment year, the days will be lost.

Bereavement Leave: The nanny will receive 2 days of bereavement leave per employment year. The nanny may take leave in the event of the death of the nanny's immediate family (e.g. spouse, parent, sibling) or close friend. The nanny agrees to provide the family with as much notice as possible. If all bereavement leave is not used by the end of the employment year, the days will be lost.

Holidays: Nanny will receive full pay for the following holidays, or their federally observed date, if they fall on a regularly scheduled workday: New Year's Day, MLK Day, Memorial Day, Independence Day, Labor Day, and Christmas Day.

Reimbursement: Family will pay for (in the form of a credit card, petty cash, or timely reimbursement) any and all expenses incurred for mutually agreed upon childcare activities (including Nanny's admission costs). If requested, Nanny will provide receipts and invoices for any money spent. Any expenses over \$25 must be pre-approved by Family. If Family does not provide credit card or petty cash, Nanny will not be required to spend more than \$25 of their own money per day. If Nanny must pay out of pocket for any job-related expenses, Family will reimburse Nanny in the next paycheck. If credit card is provided, Nanny acknowledges that the credit card ("Funds") provided by the Family is the property of the Family. Nanny agrees to use the Funds only for the purchase of groceries, household supplies, and child expenses consistent with their job duties and for other expenditures expressly authorized by the Family. Nanny agrees not to make any personal purchases with the Funds or to allow any other person to do so. Nanny further agrees to safeguard the Funds and to report any loss or theft of the Funds to the Family immediately.

Commute: Nanny is responsible for transportation and all associated costs to and from the Family's primary residence at the beginning and end of their shift. If care is given based out of a different location like a vacation rental, secondary residence, or other friend or family member's home, Nanny will be reimbursed for the difference in distance between the Family's primary residence and the alternative location at the IRS Mileage Reimbursement Rate at the time (currently 67 cents/mile) plus any required tolls or parking costs.

Additional Children: In the event that an additional child is added to the family, Nanny will receive a raise of no less than 15%. If Family requires Nanny to provide one-time childcare to a relative that is not part of the immediate family, Nanny's hourly pay will increase by \$5 per hour per child.

Inclement Weather: Family cannot demand that Nanny drive in unsafe conditions either with or without children. Nanny will make every effort to get to the Family home during inclement weather. However, if the city has asked for non-essential vehicles to stay off the road, then Nanny will not be required to come in, and will be paid for the day. Nanny is open to swapping a snow day for a Friday if available.

Late Policies: If Family is habitually late or late without notice and Nanny's consent, Nanny reserves the right to charge a late fee of \$1/minute after the scheduled end time, instead of their normal hourly rate. This late fee is implemented at the discretion of the Nanny and is intended for habitual tardiness. Nanny agrees to only implement the late fee after having: 1. Previously discussed the issue with Family at a sit-down meeting and tardiness continues despite that, and 2. Given Family written notice of the date the late fee policy will go into effect. In the event Family is more than an hour late without notice and cannot be reached, Nanny will call emergency contacts. If it has been more than an hour and a half and neither the Family nor emergency contacts can be reached, Family agrees that Nanny has permission to call the non-emergency police line. In the event Nanny is more than an hour late without notice and cannot be reached, Family will call emergency contacts. If it has been more than an hour and a half and neither the Nanny nor emergency contacts can be reached, Nanny agrees that Family has permission to call the non-emergency police line.

If Nanny is habitually late or late without notice and Family's consent, Family reserves the right to pay Nanny for only time actually worked rounding to the closest 15-minute increments instead of their normal Guaranteed Hours. This late fee is implemented at the discretion of the Family and is intended for habitual tardiness. Family agrees to only implement the late fee after having: 1. Previously discussed the issue with Nanny at a sit-down meeting and tardiness continues despite that, and 2. Given Nanny written notice of the date the late fee policy will go into effect.

Emergencies: Family will provide Nanny with emergency contact information and emergency protocols for health emergencies regarding child. Family will also obtain Nanny's emergency contact information.

PARENT INITIALS_____

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NANNY INITIALS_____

Medication: Nanny will not give any medication to children without parents' prior authorization. This includes over the counter and prescription medication.

Nanny Cams: Family reserves the right to use cameras in their home. The family will not place cameras in private areas such as bathrooms and Nanny's bedroom in the home (i.e., for overnights). Family will disclose the use of cameras (both audio and video).

Vaccinations: Nanny is required to stay up to date on Influenza, Tdap, Varicella, and COVID vaccinations.

Sick Care: Nanny will provide care if Family (parent and/or child) is sick with the exception of Covid, flu or RSV. Family asks that Nanny stay home if she or a household member has Covid, a Covid exposure, flu, or RSV or if Nanny has consistent cough, or soar throat. Nanny will wear a mask if she has a cold or someone in her household has a non-Covid, flu, RSV illness. Family and Nanny will maintain open communication regarding their risk tolerance scale to ensure everyone is on the same page and equally adhering to the same safety protocols.

Driving Policy: Nanny agrees to use the utmost care and to abide by the law when operating their vehicle or the family vehicle in connection with their employment under this agreement. Nanny also agrees to inform the Family of any violation of the traffic laws for which they are cited or any collision in which they are involved, whether or not the citation or collision occurs while they are performing their job duties. Violations to this policy will be considered serious and may result in the imposition of discipline up to and including termination.

Social Media: Nanny understands that no information about their location, plans for the day, or pictures of the children or family home should be shared on any social media network. Nanny will also not tell strangers to the Family where they are spending the day, unless Family has authorized Nanny to provide such information.

Confidentiality: Nanny understands that any and all private information obtained about Family or their dependents during the course of employment, including but not limited to medical, financial, legal, professional, and personal information, are strictly confidential and shall not be disclosed to any third party for any reason. In return, Family understands that any and all private information obtained about Nanny or their dependents during the course of employment, including but not limited to medical, financial, legal, professional, and personal information, are strictly confidential and shall not be disclosed to any third party for any reason.

Defamation Clause: Nanny agrees to not publish defamatory speech about Family through oral or written word, nor on public forums, blogs, social networks, or any other platform at any time during or subsequent to the contract period. Family agrees to not publish defamatory speech about Nanny through oral or written word, nor on public forums, blogs, social networks, or any other platform at any time during or subsequent to the contract period.

Raises/Bonuses & Reviews: Upon the first 90 days, Nanny will have an initial review with Family to assess the status of the relationship. After the initial review, Nanny's job performance will be reviewed and evaluated every 6 months or as requested. After one year, the employee is eligible for a cost-of-living increase. An additional performance-based raise as well as an end of the year bonus, may be offered at Family's discretion.

Termination: If either party wishes to terminate employment without cause, they must give 30 days notice and Family must pay out all accrued and unused vacation time and sick time. If Family fails to give 30 days notice for termination without cause, Family must give equivalent severance. Termination with cause may be immediate. If Family terminates Nanny with cause, they are not required to pay out vacation time, sick time, or severance. If Nanny gives notice and Family chooses not to have Nanny work their entire notice period, Family will pay equivalent or prorated severance. Reasons Family may terminate Nanny with cause: Nanny violates this agreement in any way, misses a day of work without notifying the Family, is repeatedly late to work, lies, steals, or is otherwise dishonest to the Family, is convicted of a crime, crosses professional boundaries with Family, is hostile or disrespectful to the Family, breach of Family's privacy, drinks alcohol while working, uses illegal drugs at any time, fails to perform job duties or allows children's safety to be compromised in any way. Nanny may quit with cause for the following reasons: Family violates this agreement in any way, persistent late paychecks, persistent tardiness at the end of Nanny's scheduled workday, lies, steals, or is dishonest to Nanny, hostile or disrespectful work environment, breach of Nanny's privacy, sexual harassment, an immediate member of the Family is convicted of a crime or does illegal drugs, or if Nanny's safety and/or personal boundaries are compromised while at work. If Nanny quits with cause they are entitled to a severance package of 30 days' pay and cashing out accrued vacation time and sick time.

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NANNY INITIALS_____

Trial Period: During the first 60 days, either Family or Nanny can discontinue this agreement without notice or penalty.

Signatories to this Agreement hereby acknowledge that they have carefully read this Agreement and that they intend to be bound by the terms herein.

Employee: Nanny Name

Date

Employer: Parent Name

Date

Employer: Parent Name

Date

ADDENDUM A FOR MILLER FAMILY

Duties and Responsibilities

- Complete childcare
- Duties and responsibilities may change as the children grow, and as the needs of the family change. If the duties and responsibilities change, all parties must sit down to renegotiate this agreement.
- Occasional household chores (time permitting): Child's laundry, child meal prep, bottle-cleaning, nursery cleaning

General

- Nanny will be punctual in showing up for work each day.
- Nanny will have CPR and First Aid certification before beginning employment and will keep certification current throughout employment with Family.
- Nanny will treat Family with respect and communicate clearly with them.
- Nanny will never hit, spank, or cause physical harm to children.
- No visitors except with prior notification and approval from Family.
- Nanny will not release children from their care to anyone besides parents without prior authorization
- Nanny must carry emergency contact information at all times.
- Nanny must have a cell phone with them during their workday in order to communicate with parents, coordinate job-related activities/outings, and call 911 in case of an emergency.
- Nanny will limit phone usage to nap time unless communicating with the parents/coordinating something for the children or during an approved break as defined in the "breaks" clause.
- Nanny will adhere to family's limits on screen time
- Nanny will practice water safety and remain aware and alert at all times when children are in/near water.
- Nanny will not carry any personal weapons/firearms while on the clock. No weapon/firearm will be present on their person, among their belongings, in their vehicle, or in the Family's home.
- Nanny will use sunscreen, bug spray, and diaper rash cream as directed by parents.
- Nanny will clean up after themselves and the children during working hours, and Family is not expected to clean up Nanny/child messes from during Nanny's shift.

PARENT INITIALS_____

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NANNY INITIALS_____

- Must be professional and be ready to work — good attitude, fun, active, responsible, trustworthy, reliable, and committed to the job and Family.
- Good work ethic and attitude, willingness to take the initiative to help out with Family needs.
- Driving duties — must maintain a good driving record.
- Nanny will be a non-smoker nor live with someone who smokes.
- On the last day of work Nanny will return family possessions such as house key, credit card, medical release form, membership cards, car seat, etc.

Childcare/Household

- Baby care including feeding, burping, swaddling, changing, bathing, and playtime
- Preparing nutritious meals/snacks for child
- Maintaining child's areas; cleaning up after self and child
- Cleaning child's highchair and feeding area
- Keeping changing areas and diaper bags stocked
- Maintaining child's supplies (feeding, diapering, bathing, etc.)
- Organizing child's areas, closet, dresser, and belongings (including rotating child's clothes seasonally and sorting through outgrown clothes)
- Transporting child to and from appointments/classes/school
- Child-related laundry including bedding, towels, changing table linens
- Cleaning, washing, and sterilizing baby bottles and pump items
- Adhering to the childcare philosophy of the parents' choice
- Sweeping/vacuuming crumbs after meals
- Taking out diaper trash as needed
- Researching and coordinating child's classes, outings, activities, and social opportunities
- Providing safe, educational, loving, and engaging environment to nurture child
- Assisting with sleep training and establishing consistent feeding and sleep schedules, weaning from the bottle, potty training, and encouraging age-appropriate social skills and independence
- Maintaining communication with parents about child's day.

ADDENDUM B FOR MILLER FAMILY

Parent Obligations:

- Family will provide a safe (properly fitting, non-expired, never crashed or otherwise compromised) car seat for the child. Family will make sure the car seat is installed securely and safely.
- Family will ensure home is properly baby-proofed, including securing and locking up any weapons/firearms in the home.
- Family will notify Nanny if child or member of Family is displaying symptoms of or diagnosed with Covid or flu. Nanny will notify family if Nanny or member of her household has Covid, flu, or RSV.
- Family will be punctual when arriving home each day so Nanny can plan their life accordingly.
- Family will maintain the home (including child related chores and dishes) while Nanny is off, and Nanny is not responsible to clean up messes made while they are off the clock.
- Family will be appreciative when Nanny helps out with non-contracted extras on their own accord and will be mindful of not allowing these "extras" to become an expectation.
- Family will treat Nanny with respect and communicate clearly with them about expectations.
- Family will pay Nanny on time without being reminded by Nanny.
- After each employment year, Family will provide Nanny with a written letter of reference detailing their performance and duties from the past year.