

DOMESTIC WORKER TEMPLATE SERVICES CONTRACT

The “Domestic Worker Employment Rights Amendment Act of 2022,” effective October 1, 2023 (D.C. Law 24-305; D.C. Code § 32-1071.01 *et seq.*) (the “Act”) established requirements to ensure domestic workers, such as nannies, caretakers of older or disabled people, home cleaners, cooks, and gardeners, have a clear understanding of the terms and conditions of their employment.

Section 102 of the Act (D.C. Code § 32–1071.02) requires hiring entities to enter into a written services contract with their domestic workers to detail the terms and conditions of employment. To support this effort, and in compliance with the Act, the Department of Employment Services has developed a template Domestic Worker Services Contract. While the use of this template is not required by the Act, this template includes all provisions that are required in an executed services contract. Household employers/hiring entities and domestic workers can use this template as a guide to develop a shared understanding of the terms of employment.

This template services contract does not constitute legal advice by the Department of Employment Services. Hiring entities should review local and federal laws to follow the law that provides the most protections for employees and should include additional legal requirements as necessary in their own contracts. Hiring entities and domestic workers remain independently responsible for complying with applicable law.

Numerous laws have rights and protections that cannot be waived by private contracts. The Domestic Worker Template Services Contract does not waive the rights or protections of an employee under applicable federal, state, or local law. The agreement may provide rights or protections to the relevant party that are separate from federal, state, or local law. This publication is for general information to provide a voluntary resource for hiring entities and domestic workers and is not considered in the same light as official statements of position. The contents of this template services contract do not have the force and effect of law and are not meant to bind the public in any way.

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Template Services Contract

This services contract is a written agreement that lays out the agreed-upon terms of employment, the domestic services to be provided, between _____ (“Hiring Entity”) and _____ (the “Domestic Worker”).

1. Hiring Entity name: _____
 - (a) Hiring Entity Business Address: _____
 - (b) Telephone Number: _____
 - (c) Email Address: _____
2. Domestic Worker Name: _____
 - (a) Telephone Number: _____
 - (b) Email Address: _____
3. Address where work will usually be performed: _____.
4. **Start Date.** The Domestic Worker shall begin providing services on the following date: _____.
5. **Length of Employment.** The term of this Contract shall commence on the date the Domestic Worker begins providing services and end: [check one]:
 Within _____ Weeks Months Years , unless terminated pursuant to Section 15;
or
 on _____ [insert date], unless terminated pursuant to Section 15.
6. **Services.** The Domestic Worker shall perform the services/duties required of the Domestic Worker listed in this Section (check all that apply):
 Care of children in the home;
 Aiding elderly person or a person with a disability in activities of daily living;
 Organizing, managing, or cleaning the home or its contents, including laundering clothes and washing dishes;

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Cooking, preparing, or serving food; or

Other tasks, including [describe]: _____

Individuals receiving services:

Name	Age	Additional Information about individual receiving services

7. **This is a shared services arrangement where one domestic worker performs the services above, often simultaneously, for the mutual benefit of 2 or more hiring entities on a regular schedule (i.e. nanny share):**

Option 1: Yes, this arrangement includes multiple hiring entities. Hiring entities and domestic worker will add additional information to clarify the terms of this arrangement and all applicable hiring entities will sign at the end of the agreement.

Option 2: No, this arrangement includes only one hiring entity employing one domestic worker.

8. **Live in.** Will this be a live-in position for the services to be provided by the Domestic Worker? **Yes** **No** **If**

yes, describe all of the following:

(a) Type of lodging provided: _____

(b) Time of sleeping period: _____

(c) Personal time allotment: _____

9. **Payment.** The Hiring Entity agrees to pay the Domestic Worker for the Services provided. This pay will be on the following schedule:

Pay Rate: _____

Per hour? Yes No

Per day? Yes No

Per week? Yes No

Biweekly? Yes No

Monthly? Yes No

Overtime Rate Per Hour*: _____ for every hour (or fraction of every hour) worked over 40 hours per week

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Type of Payment: Check? Yes No Cash? Yes No Direct Deposit? Yes No

Frequency of Payment:

- Weekly on _____ (day of the week)
- Biweekly on _____ (day of the week) every two weeks
- Monthly on _____ (day of the month)
- Other: _____

The first wage payment will be provided to the Domestic Worker on: _____

10. Weekly Schedule: Please indicate the weekly schedule for the Domestic Worker:

Days of Work: Sunday Monday Tuesday Wednesday Thursday Friday Saturday

Start Time: _____ AM PM **End Time:** _____ AM PM **Total Hours Per Week:** ____

Meal Break: No Yes Start Time: _____ AM PM End Time: _____ AM PM

Rest Break: No Yes Start Time: _____ AM PM End Time: _____ AM PM

Rest Break: No Yes Start Time: _____ AM PM End Time: _____ AM PM

11. Leave Provided: Please indicate the amount and type of leave from work provided to the Domestic Worker and whether it will be paid or unpaid.

- Sick and Safe Leave:** Compensation (check one): Paid or Unpaid
- Domestic Worker will earn _____ hour(s) of sick leave for every _____ hour(s) of work, up to _____ days per calendar year.
- Domestic Worker will start every year with _____ hours of sick leave that they may use throughout the year.

- Vacation Leave:** Compensation (check one): Paid or Unpaid
- Domestic Worker will earn _____ hour(s) of vacation leave for every _____ hour(s) of work, up to _____ days per calendar year.
- Domestic Worker will start every year with _____ hours of vacation leave that they may use throughout the year.
- Domestic Worker must notify Hiring Entity of intent to use vacation time within ____ days prior to taking leave.

- Paid Family Leave:** Compensation (check one): Paid or Unpaid
- Domestic Worker will earn up to _____ days per calendar year.
- Domestic Worker will start every year with _____ hours of paid family leave that they may use throughout the year.

- Other** _____: Compensation (check one): Paid or Unpaid
- Amount of leave: _____
- What the leave can be used for: _____

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Hiring Entity will provide the following holidays, which will be Paid or Unpaid

12. Workplace Health and Safety

1. Expectations around COVID-19 and other infectious diseases protocols, including vaccinations, include:

2. Hiring Entity will provide, as required by applicable law, workers' compensation insurance or the equivalent (e.g., through self-insurance or homeowner's insurance) to cover wage-loss and medical benefits, as appropriate in the event that the Domestic Worker is injured or sickened on the job (check one): Yes (Details of insurance: _____) or No

13. Hiring Entity Domestic Worker Additional Compensation or Reimbursement. Please list any compensation or reimbursement to be provided by the Hiring Entity, such as: health insurance premiums, transportation allowance, or separation pay.

14. Transportation Requirement: Please indicate if the Domestic Worker must provide their own vehicle for the fulfillment of their work duties. Yes No .

If yes, will the Domestic Worker be reimbursed for gas mileage Yes No at what rate _____.

15. Termination.

(a) Either Party may terminate the Contract at any time upon _____ days of prior written notice to the other Party. In the event the Hiring Entity terminates the Contract, the Hiring Entity remains obligated to pay the Domestic Worker for any Services performed up to the date of termination and any expenses approved, but not paid, prior to the date of termination. In the event the Domestic Worker terminates the Contract, the Domestic Worker shall reimburse the Hiring Entity any amounts previously paid to the Domestic Worker for which the Domestic Worker has not yet performed the Services.

(b) This Contract will automatically terminate when both Parties have performed all their obligations under the Contract and all payments have been received.

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16. Relationship of the Parties.

- (a) **No Exclusivity.** The Parties understand this Contract is not an exclusive arrangement. The Parties agree they are free to enter into other similar contracts with other parties. The Domestic Worker agrees the Domestic Worker will not enter into any contracts that conflict with the Domestic Worker's obligations under this Contract.

17. Taxes and Paycheck Deductions

- (a) The Hiring Entity will pay and withhold the legally required local, state, and federal taxes, including Social Security and Medicare taxes, and all other legally required deductions.
- (b) At the Domestic Worker's direction, the Hiring Entity will withhold _____ (amount or percentage) as the Domestic Worker's income tax withholdings.
- (c) Any additional deductions from Domestic Worker's wages must be mutually agreed upon and consistent with applicable federal, state, and local laws, including section 3(m) of the Fair Labor Standards Act which governs food, beverage, and lodging deductions. The following deductions per _____ (pay period/month) shall be made:
 - a. Amount for health insurance, if applicable: \$ _____
 - b. Amount for food and beverages, if applicable: \$ _____
 - c. Amount for accommodations/lodging, if applicable: \$ _____
 - d. Amount for other deductions, if applicable: \$ _____

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The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

Hiring Entity

Signature: _____

Printed Name: _____

Signed Date: _____

Domestic Worker

Signature: _____

Printed Name: _____

Signed Date: _____

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