

# NANNY AGREEMENT

## Nanny Agreement

This Nanny Agreement is entered on \_\_\_\_\_ between the hiring family \_\_\_\_\_ of \_\_\_\_\_ (herein known as Family) and the child care provider \_\_\_\_\_ of \_\_\_\_\_ (herein referred to as Nanny).

Whereas the Family requires the services of Nanny to take care of their child(ren), and

Whereas the Nanny agrees to enter in to an agreement to take care of the child(ren),

This Nanny Agreement is entered between the Family and the Nanny on the terms and conditions set forth below:

### 1. WORK HOURS AND DATES:

Nanny agrees to work a standard time frame of 40 hours per week that shall be referred to hereafter as a standard work-week.

### 2. COMPENSATION:

Nanny shall receive a salary of \$\_\_\_\_\_ per \_\_\_\_\_. The Family will issue payment \_\_\_\_\_. The Family agrees to pay the Nanny an hourly rate of \$\_\_\_\_\_ per hour for all time worked over the standard work-week hours indicated above. In addition, Nanny will receive \$\_\_\_\_\_ per month for expenses.

### 3. TERMINATION OF EMPLOYMENT:

Nanny is an at will employee and may choose to work for the Family for as little or as long as Nanny desires. Likewise, the Family may continue the Nannys employment for as little or as long as they wish. However, both parties agree to provide two weeks notice of intent to terminate this agreement (or pay in lieu of such notice), except when such termination is for cause.

### 4. TERMINATION FOR CAUSE :

Immediate termination without any notice is possible on the following grounds:

- Allowing the child(ren)s safety to be compromised
- Inconsistent or non performance of agreed upon job responsibilities
- Dishonesty or lying to Family
- Stealing
- Misuse of Family automobile

- Breach of confidentiality clause
- Persistent tardiness of more than 15 minutes without valid reason
- Unapproved guests
- Smoking or consumption of alcohol while on duty
- Illegal drug use
- Failure of the Family to remit payment for more than 1 month
- Fear of harm or threat by either party due to actions of the other party

## **5. JOB RESPONSIBILITIES:**

Nanny agrees to perform the following duties as a requirement of employment:

- Put the absolute safety of the child(ren) first before all other responsibilities.
- Tend to child(ren)'s basic needs such as bathing, dressing, changing diapers, brushing teeth, and afternoon naps.
- Administer medicine to child(ren) as directed by Family.
- Prepare meals for child(ren) during scheduled hours; clean up kitchen and dining table when completed.
- Orchestrate, participate and supervise activities with child(ren), which would include: games, walks, play dates, playground outings and reading to children daily.
- Research and plan activities that have substantial child development, social relationship skills and educational value.
- Keep a daily Nanny journal with a narrative of the child(ren)'s meals, nap time, medication, activities and educational progress.
- Use personal automobile to drive child(ren) to activities and events.
- Keep the child(ren)'s bedrooms and play area clean and organized, which includes making the beds, vacuuming carpet, cleaning and disinfecting toys, etc
- Clean child(ren)'s laundry (clothes and bed linens).
- Grant access to home for service personnel – i.e., cable/telephone repairman, pest control, package delivery, housekeeping and maid services, etc.
- Clean Family laundry
- Light cleanup
- Occasional errands
- Bottle and accessory sanitizing
- Other minor household duties as mutually agreed upon

## **6. VACATION/SICK PAY/HOLIDAYS:**

Nanny shall receive the following paid holidays: New Years Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day (and day after), Christmas Eve and Christmas Day. If any of the above holidays occur on a weekend, Nanny will be given the official Federal holiday that is observed. The Nanny is provided a cumulative of 80 hours of vacation, sick days and personal time as used according to the Nannys discretion. Nanny agrees to use best efforts to take

vacation time when Family takes their vacation. If Nanny cannot coordinate this vacation schedule, Nanny agrees to give Family at least two (2) weeks notice. Any hours not used in a calendar year are forfeited and do not carry over to the following year. In the event that Nanny travels with Family, Nanny shall be paid her regular salary plus over time hours as previously agreed upon by Family and Nanny.

Nanny agrees to use best efforts to give Family at least twelve (12) hours notice before being absent due to illness. Nanny understands Family does not provide medical insurance. If Nanny takes un-accrued vacation or sick days off, it is at the Family's discretion to allow the hours to be made up in the future or deducted from the Nanny's check. Accrued but un-used vacation and sick pay shall be paid at the Nanny's standard compensation rates at the termination of Nanny's employment.

#### **7. CONFIDENTIALITY:**

Nanny understands that any and all private information obtained about Family during the course of employment, including but not limited to medical, financial, legal, career and Family's assets are strictly confidential and may not be disclosed to any third party for any reason. The obligations of the Nanny under this clause survive termination of this Agreement.

#### **8. GENERAL PROVISIONS:**

Nanny understands Family has a smoke free home and that smoking by Nanny or Nanny's guests is never permitted in the home. Nanny agrees never to smoke while providing childcare to Family's child(ren) even on walks, trips to playground, outside activities or field trips.

All guests must be pre-approved by Family before being allowed entrance into Family's home.

Alcohol consumption is never permitted while Nanny is on duty.

Nanny hereby certifies that Nanny does not use illegal drugs and understands that such use is cause for immediate termination.

Nanny is allowed to use home phone for local and long distance calls. Nanny agrees to limit personal calls to a reasonable time.

The Nanny agrees to maintain valid credentials for providing child care according to state law including but not limited to child CPR and First Aid. The Nanny will provide proof of credentials at the request of the Family.

Family reserves the right to make future modifications to this Contract as needed to promote a healthy environment for the child(ren) provided such modifications are in the spirit of this Contract. Nanny will have the opportunity to review and agree to any modifications.

At time of termination, and prior to receipt of final paycheck, Nanny agrees to return to the Family all Family property, including but not limited to house and car keys, remote entry devices, and car safety seats.

## 9. GOVERNING LAW

This Agreement shall be construed under and in accordance with the laws of the State of \_\_\_\_\_.

The Parties hereby agrees to be fully bound to the terms of this Agreement. This Agreement is executed on \_\_\_\_\_.

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