

## **Nanny Agreement**

### **Parents' Information**

Parents: Phil and Claire Dunphy (the "**Parents**")  
Address: 123 Elbow Drive, SW, Calgary, Alberta, T3E 8G3  
Contact Numbers: Phil Dunphy Cell: 403.555.5555  
Claire Dunphy Cell: 403.777.7777  
Email: phildunphy@family.com  
clairedunphy@family.com

### **Nanny Information**

Nanny: Gloria Pritchett (the "**Nanny**")  
Phone: 403.999.9999 (cell)  
Email: gloriapritchett@gmail.com  
Address: 321 Elbow Drive SW, Calgary, Alberta, T3E 8G4

### **Children**

Name: Haley Gwendolyn Dunphy	Gender: F	DOB: November 24, 1990
Name: Alexandra Anastasia "Alex" Dunphy	Gender: F	DOB: January 28, 1998
Name: Lucas Philip "Luke" Dunphy	Gender: M	DOB: October 28, 1998

### **Agreement**

This Agreement is between the Parents and the Nanny, effective January 1, 2014. Commencing on the effective date, the Nanny agrees to provide care for Haley, Alex and Luke Dunphy and any other children as may be mutually agreed to by the Parents and Nanny from time to time (collectively, the "**Children**") in accordance with the terms of and in return for the compensation set out in this Agreement. This agreement shall terminate on December 31, 2014.

Any amendment to this Agreement must be made in writing and agreed to by both the Parents and the Nanny.

The Nanny will be the employee of the Parents and will report to the Parents.

### **Nanny's Work Schedule**

Nanny will be provided a schedule at least two weeks in advance from the Parents. The schedule is based on a 40 hour week with 10 hours a week expected overtime.

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Both parties agree to make every reasonable effort to adhere to the predetermined schedule and to be punctual at all times. Both parties agree to adapt to emergency situations if they should occur.

### **Nanny's Compensation**

The Nanny will be paid CDN\$2,500.00 gross per month (the "**Salary**"). In the event that the parties agree to a nanny share, the Parents will be responsible for paying the portion of the Salary not paid by other parents of the other child. The Nanny will be paid twice a month on the 15<sup>th</sup> and last day of the month. In the event the Nanny is required to work in excess of 10 hours per day, overtime will be paid at the rate of \$15.00CDN per extra hour in addition to the Salary.

The Parents will provide the Nanny with a detailed earnings statement stating amounts paid at regular wage and for overtime. The Nanny will be paid and otherwise treated as an employee and the Parents will remit the Nanny's contributions to Canada Pension Plan, Employment Insurance, taxes withheld to the Receiver General and any other contributions normally required as part of an employment relationship. The Parents will provide the Nanny with a T4 slip for each calendar year.

### **Job Description**

The parties agree that childcare is the Nanny's first priority at all times. The primary concern of the Nanny is to ensure the health, safety and well being of the Children. The Nanny is also responsible for tidying up after the Children and herself in order to maintain a tidy house (including doing dishes and sanitizing baby bottles, loading and unloading the dishwasher, vacuuming and cleaning fingerprints off walls, etc., as appropriate) and attending to the Children's laundry, as time permits.

Nanny will be provided a schedule at least two weeks in advance from the Parents outlining the applicable responsibilities of the Nanny with respect to the Children's schedule(s) and Parent's household. The Nanny shall not take the Children out of the home (with exception to the parks and surrounding area in Elbow Park and upon instruction from the Parent's with respect to a certain activity which the Children will need to be driven to) or drive in a vehicle with the Children without the express consent from the Parents.

### **Benefits**

#### **Meals:**

The Parents will provide all food required to prepare nutritious meals, snacks and beverages for the Nanny and the Children during normal working hours. The Nanny will notify the Parents of any specific grocery requirements or requests as necessary.

#### **Vacation:**

The Nanny is entitled to two weeks paid vacation per contract year and should be taken in conjunction with the Parents wherever possible. Any additional time that the Parents are away and do not need the services of the Nanny, she will be paid regular Salary. Any time off requested and approved must be at least one month in advance.

#### **Sick Days:**

The Nanny agrees to give the Parents as much notice as possible for days she does not feel fit for work, and must notify the Parents if she has a cold, cough, flu, fever or other symptoms of an infectious or

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contagious illness, in which case the Parents may require the Nanny to take time off until such symptoms have disappeared or a doctor has confirmed that the Nanny will not expose the Children to such illness. The Nanny is entitled to sick days as required by applicable employment standards laws.

**Expenses:**

The Parents will reimburse the Nanny for all authorized expenses incurred by the Nanny while caring for the Children, which are approved by the Parents in advance.

**Statutory Holidays:**

If the Nanny works on a statutory holiday, then she will be paid in accordance with applicable employment standards laws and regulations or as agreed between the Nanny and the Parents.

**Notice**

Either party may terminate this Agreement or the Nanny's employment after the expiry of a three month probationary period by providing written notice to the other party at least one calendar month in advance of the date of termination (except in the event that the Nanny's employment is terminated for cause, in which case no notice or pay in lieu thereof is required). The Parents may also terminate this Agreement with less than once calendar month's notice to the Nanny, in which case, in lieu of notice, the Nanny shall be paid an additional lump sum amount equal to two weeks' pay. The Parents are required to adhere to all the rules pertaining to the Alberta *Employment Standards Act*.

**Confidentiality**

During the course of employment, the Nanny may legitimately see, hear or otherwise become privy to information about the Parents and Children. It is understood and agreed that all information relating to the Parents and Children, including but not limited to health, financial, household or career, is confidential information which may not be disclosed to anyone without the written consent of the Parent, except as may be required by law. The Nanny agrees to keep all of the terms of this Agreement confidential and will not discuss any of the items in this Agreement with any other employees, contractors, or consultants working with the Parents or the Children.

**Accuracy and Completeness of Information**

The Nanny represents and warrants that the information contained in or provided in the course of her application or interview for this position is accurate in all material respects, and that she did not omit any material information that was requested. Further, the Nanny represents and warrants that she does not have a criminal record, that she is permitted to work in Canada for any employer of her choice (and as at the date of this agreement is not being sponsored by an employer to work in Canada), and that she has a valid driver's license. The Nanny agrees to promptly notify the Parents in the event of any suspension or termination of the driver's license or if she gets a criminal record.

**Other**

This Agreement is the complete and exclusive agreement between the parties and supersedes all oral and written communications. No amendment to this Agreement is effective unless made in writing and signed by all parties to this Agreement.

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This Agreement is governed by and interpreted under the laws of the Province of Alberta, Canada, without regard to its choice of law rules.

Parent's Signature \_\_\_\_\_ Date: December 31, 2014  
**Phil Dunphy**

Parent's Signature \_\_\_\_\_ Date: December 31, 2014  
**Claire Dunphy**

Nanny's Signature \_\_\_\_\_ Date: December 31, 2014  
**Lizelle Swart**

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