

Nanny Contract - Sample

DATE

:

Dear :

We are very pleased that you have agreed to work for us as a professional nanny for our daughter. This letter, including the attached "Terms of Employment", is your Employment Agreement.

Terms of Employment

Starting _____ we will employ you to work as our nanny.

The attached "Terms of Employment" sets out the terms of your employment. If these terms are acceptable to you, please sign below and return the signed letter to us.

We look forward to working with you.

Very truly yours,

* * * * *

I agree to the terms of my employment set out in the attached "Terms of Employment".

This document is a sample only. Parents are advised to consult with their attorney before using.

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Terms of Employment

Nanny:

Parents

:

Position: Live-out nanny for Parents' child(ren).

Pre-Employment Criteria

- a. Criminal Background Check Clearance
- b. National Sex Offenders Registry clearance
- c. TB Test results with a negative finding
- d. CPR/ First Aid training certificate
- e. TiDaP Vaccination
- f. Social Security Verification
- g. Valid Driver's License
- h. Department of Motor Vehicles Record
- i. Personal/ Professional references
- j. Signed Employment Agreement

Start Date: Nanny will commence work on _____

General Duties: Nanny will provide childcare for Child(ren) and will:

- Provide exceptional care for Employers' children
- Assist Employer in other activities necessary to maintain a structured and organized household

Daily Care of Child(ren): Nanny's daily activities include:

- Feeding, bathing, changing Child(ren)
- Plan, prepare and take Child(ren) for daily walks or other age-appropriate, educational and/or play-based activities.
- Maintain a regular schedule approved by Parents for feeding/meals, naps and activities.
- Prepare healthy meals and snacks for Child(ren). Feed Child(ren). Clean up after meals.
- Play with Child(ren) at home and outdoors. Read books, talk and sing to Child(ren). Teach Child(ren) in age-appropriate ways to support development.

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- Teach Child(ren) values of respecting others, their place and things, manners, differences among others and to get along with others.
- If Parents request, give Child(ren) a bath.
- Tell Parents if we need to buy any food, supplies, toys or anything else for Child(ren).
- Communicate with Parents about Child(ren), including health, problems, well-being and discipline.

Other Duties: Nanny's other duties include:

- Pick up and organize toys and books.
- Keep child(ren)'s rooms, toys and other personal items clean.
- Wash, dry, fold and put away child(ren)'s laundry
- Prepare meals for child(ren)
- Clean up after meals

- Perform errands for the household if possible
- Assist during emergencies and other unusual circumstances.

House Rules: Nanny agrees to abide by all “house rules” during working hours,

including but not limited to the following:

- No visitors at the house, unless Parents have approved.
- No smoking, drinking or drug use.
- Do not open the door to anyone unless the person identifies him/herself and Parents have given Nanny prior notice and approval of his/her admittance to the house.
- Limit personal phone calls to what is absolutely necessary.
- In case of emergency, call Parents at _____ (mom) or _____ (dad) or grandmother at _____ or friend _____ or, if true emergency, 911.
- No television for Child(ren).
- No physical discipline or yelling.
- Nanny must be available to Parents by cell phone at all times.
- Contact Parents immediately about any problems with the house.

r the Child(ren):

**Health and Safety of
Child(ren):**

- Do not leave Child(ren) the Child(ren) with any oth

ny agrees to abide by the following health and safety rules

- Remove any toys that are broken or unsafe.
- Do not feed Child(ren) sugary or unhealthy foods such as juice, cookies, cake, cupcakes, candy, croissants, etc. Child(ren) should eat healthy foods such as fruits, vegetables, cheese, yoghurt, oatmeal, meat, tofu, fish, beans, etc.

Child(ren) should only drink water and milk.

- Do not take Child(ren) in any car, taxi or bus unless Parents have given prior approval.
- Use of car seats for Child(ren) and seat belts for adults is required at all times.

- Do not eat, drink or use cell phone unless on Bluetooth while driving Child(ren).
- Keep Child(ren) away from dogs and other animals unless you have determined that the dog is safe and owner of dog confirms that dog is safe.
- Contact Parents immediately about any problems with Child(ren), such as sickness or injury.
- Wash hands upon arriving at house each day, after using the restroom and whenever they are dirty.
- Wash Child(ren)'s hands before and after meals, and whenever they are dirty.
- Keep Child(ren) away from painted surfaces, peeling paint and paint chips.
- Do not give Child(ren) any medicine unless Parents request. If you administer medication, you must record the time, date and the dosage administered.
- Nanny must carry "Emergency Medical Treatment Authorization" for Child(ren) at all times and know where to locate the copy in the home.
- At Parents' expense, Nanny will take an annual re-certification Infant/Child(ren) CPR/First aid training course at a location approved by Parents.
- Nanny will be familiar with the location, use and operation of all emergency equipment at Parents' residence.
- Nanny will be familiar with Parents' emergency procedures, such as medical, fire and disaster preparedness and carry out these procedures in a timely, efficient manner when necessary.
- Notify Parents immediately in the event that Nanny is sick or injured in any way.
- Provide to Parents the name, address and telephone number of two relatives/friends to contact in the event of an emergency.

Hours: Nanny will work the following schedule to include as needed evenings and weekdays as may be requested by Parents and agreed by Nanny.

Monday – Friday 8:00 am – 6:00
pm

Pay: Parents will pay Nanny \$_____ per hour for all hours worked less

than Nine (8) hours per day and Forty (40) hours weekly. Parents will pay Nanny \$_____ overtime for all hours worked greater than Forty (40) hours weekly or over Eight (8) hours per day.

Should Nanny provide overnight care, Nanny will be paid at her regular hourly rate until 9:00 PM and after Six (6) AM. During the hours from 9:00 PM and Six (6) AM Nanny will be paid an 'on-call' rate adjusted to current minimum wage. Should the child(ren) require care during the night, Nanny will be paid at her regular hourly rate, including the applicable overtime rate.

Sick Days: After 90 days' employment, Employee will earn one hour of sick

leave for every Thirty (30) hours worked, accrued up to a maximum of Twenty-Four (24) hours for part time employment and Forty (40) hours for full time employment during the time of employment. Accrued sick leave can be used to care for Employee's family member(s) or relative(s). Unused sick leave is not paid out at the time employment terminates **Car:** Nanny will have use of a designated car of Parents as

needed to

carry out her duties. **Confidentiality:** Nanny agrees that all personal, family or other information

with

respect to Parents and/or their family, friends and associates is confidential. Nanny will keep such information confidential and will not disclose it to anyone at any time, unless Parents have given prior written consent. This obligation will continue to apply even after Nanny's position with Parents has ended.

At-Will Employment: Nanny's employment is solely on an at-will basis, terminable by

either Nanny or Parents for any reason at any time, with or without cause. Nothing in this Employment Agreement, or in the prior or subsequent course of conduct between the parties, shall be construed to create a contract for a term of years, a contract terminable only for good cause, or any relationship between the

parties other than one of at-will employment.

Termination of Employment: Nanny is free to leave her job and terminate this Employment

Agreement at any time for any reason. Similarly, Parents are free to end Nanny's employment and terminate this Employment Agreement at any time for any reason. If either party does so terminate following the first Ninety days of employment (the

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Probationary Period), a Thirty (30) day notice will be given. Parents will pay Nanny any earned but unpaid wages (subject to withholding for any applicable federal or state taxes) and the parties will return to each other any personal property of the other.

Other Legal Provisions: This Employment Agreement contains the entire agreement

between Nanny and Parents regarding Nanny's employment and supersedes any other agreements, representations, promises, or understandings, whether oral, written or implied, alleged to exist.

No agreement, promise or representation not contained in this Agreement shall be binding on either party. This Employment Agreement is entered into in the State of California, and shall be governed by and construed in accordance with California law.

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