**Caregiver agreement**

This Contract between the hiring family:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(herein known as Family/employer) and the childcare provider \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (herein referred to as Nanny/employee) shall be in force for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ from the date of signature of both parties. Family and Nanny hereby agree to a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_employment commitment unless a Nanny is terminated for cause. Both parties agree to give at least \_\_\_\_\_\_\_\_weeks notice before termination unless Nanny is terminated for cause. Although this agreement outlines the duties of the Nanny, it is not all-inclusive and from time to time the nanny will be asked to perform additional duties that contribute safety and well being of the children.

**PERSONAL INFORMATION**

**A. Family’s Information**

Parent(s) Last Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Home phone number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

First Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Cell :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Work:\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ext.

First Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Cell: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Work:\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ext.

Email address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State: \_\_\_\_\_\_ Zip: \_\_\_\_\_\_

**Children:**

\_\_\_\_M \_\_\_\_F Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DOB: \_\_\_\_\_\_\_\_\_\_

**B. Nanny’s Information**

Last Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ First Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Cell: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_\_\_

**NANNY EMERGENCY CONTACT**

**Name : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Relationship: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Phone number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

1. **START DATE**

Employee will start employment with family on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and continue until either party elects to terminate the relationship.

**II. WORK HOURS** are to be as follows for a total number of \_\_\_\_\_\_\_\_ hours per week. Nanny and family agree to make every effort to adhere to the above schedule. Both parties agree to understand and adapt to emergencies if they should occur.

* Monday from \_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_
* Tuesday from \_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_
* Wednesday from \_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_
* Thursday from \_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_
* Friday from \_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_
* Saturdays and Sundays will be as needed by family by request and adequate prior notice. However nanny is not obligated to be available on these days and it is solely upon her discretion. However, nanny will do her best to be available as it reflects on her attributes of flexibility.

**III. JOB RESPONSIBILITIES/**

**Dependent Care**. The name and date of birth (DOB) of each dependent previously listed under family under section “Personal Information”

Responsibilities:

* Create a stimulating, nurturing, and safe environment for the child while playing indoors and outdoors
* Prohibiting the use of electronics
* Transporting child
* Plan and prepare meals and bottles for, and feed, the child
* Dress the child, bath and change the child’s diapers
* Place the child down for naps and bedtime
* Keeping the children’s bedroom and toy room organized and tidy
* Perform housework related to child care, including washing the child’s clothes, cleaning up after meals, tidying play areas, washing bottles and keeping floor areas child and nanny frequent vacuumed/mopped
* Teach the child good social manners
* Plan and lead educational and developmentally stimulating activities including but not limited to tummy time, games, walks, play dates, playground outings, and reading to children Administer medicine to the child as instructed by parents
* Run errands, groceries, provide all general Family assistant duties
* Research and plan activities that have substantial child development, social relationship skills, and educational value.
* General Household Maintenance: The Nanny will be responsible for the following domestic duties, which are directly related to the care of the children
* Other small household tasks will be listed here
1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
3. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
4. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Under no conditions is the Nanny expected to clean up after the adult members of the household. The Nanny will never be required to clean any mess made by the Parents, including, but not limited to: dirty dishes, clearing the table, washing counters/stove tops, or general tidying up. Often, Nanny will do anything and everything to be helpful to parents but does not wish said duties be made an obligation as it takes attention away from the child.

**COMMUNICATIONS:** You are responsible to maintain a “Nanny Log” on a daily basis. The log will record information of importance to the child's welfare, as well as provide the parents with narrative information about the day and its activities. Details of medications dispensed, meals and nap times will be included. This log will either be on paper or through app that parents and nanny can view and edit.

**IV. COMPENSATION:**

Weekly compensation of $\_\_\_\_\_\_\_\_\_ gross/net. Based on a gross hourly wage of $\_\_\_\_\_\_\_\_\_ and a \_\_\_\_\_ hour work week.

Employee guaranteed minimum Weekly compensation of $\_\_\_\_\_\_\_\_\_ gross. Overtime is paid on hours in excess of \_\_\_40\_\_\_ hours per week at a rate of 1.5 times the gross hourly rate at $\_\_\_\_\_\_\_\_\_ per hour. If family chooses to use nanny or date-nights, weekends, nanny will be paid that day in cash at a rate of $\_\_\_\_\_ per hour.

1. **Performance reviews:**

Performance appraisals, with the possibility of salary increases, will be performed on the following time intervals; After the first 90 days (3months) of employment and every anniversary of first date of employment. Employee will receive a revised job description and contract should the position change.

**TAXES** Employer will deduct Social Security, Medicare and Federal taxes from pay. I RS W-4 will be provided for nanny to sign and declare dependents and a year-end W-2 summarizing pay and tax contributions will be given during appropriate time period.

**PAY FREQUENCY**

1. \_\_ weekly \_\_\_ bi-weekly \_\_ semi-monthly \_\_
2. BY \_\_\_\_\_\_\_\_ check \_\_\_\_\_\_ in cash \_\_\_\_\_\_ or by automatic deposit to (nanny’s account # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Bank \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

**V.PAID TIME OFF**

Paid time off is any time not worked by an employee. Paid Time Off (PTO) may be used for vacation, sick, or personal time. PTO is to be mutually agreed upon by the employer and nanny. \_\_\_\_\_\_ Weeks advance notice is required for any use of paid time off unless it is an emergency. (I.e. Illness) Employee will do her best to notify employer at the start of any illness that will not allow employee to come in.

* Employee is given \_\_\_\_\_\_ sick/personal days.
* Employee is given \_\_\_\_\_ weeks vacation at her discretion. She will do her best to match her vacation days with the families planned vacation days.

\_\_\_ Annual carry over: Carryover of unused PTO is limited to 40 hours.

Example: An employee with 55 PTO hours on December 31 would carry over 40 PTO hours.

**a. HOLIDAYS**: You will receive all holidays to the extent that they fall on regularly scheduled workdays. These holidays are: New Years Eve and New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve and Christmas Day. You are likely to receive a number of "extra" holidays throughout the year - days where we choose to take the day(s) off and go away with the children; however, these extra days vary from year to year. If parents are in need of nanny of any holidays listed above and nanny agrees to work the rate will be at 1.5 times the usual agreed rate at $\_\_\_\_\_\_ per hour

**b. DAYS NOT WORKED:** Family agrees that employee will receive the guaranteed base pay 52 weeks per year, even if family choose not to utilize the nanny services for some or all of any given week. I.e. Family vacations. **Time off requested by the employee will be compensated with accrued PTO. If PTO is not available, and employee still needs, and is granted, time off from work for any reason, this time will be unpaid.**

**INCLEMENT WEATHER POLICY**: It is understood that certain days may be affected by inclement weather events. This will be judged both by parents and nanny. If city public transportation is shut down, or traveling is anticipated to be difficult and or dangerous to nanny and vehicle the day will be off and **unpaid**. If parents are unable to find care and or take off employer will reimburse nanny for alternative travel costs so that she is able to arrive in a timely manner.

**VI. EMERGENCIES** You will be provided an Emergency Contacts list on or before your start date. In case of any emergency that cannot be immediately handled by nanny, family would prefer these steps to be taken. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**VII. VEHICLE Nanny will use vehicle for work-related duties only.**

|  |  |
| --- | --- |
| Make of Car | License Tag # |
| Model | Year |
| State of Registration | Ins Company |

**If Nanny provides vehicle:** You will be expected to have your personal vehicle during the work day for the purposes of transporting the children as required, miscellaneous errands and local travel, as agreed upon in advance by us. Children are to be properly restrained in the family’s car seats and/or seat belts as directed by the parents at all times.

Mileage will be reimbursed at the rate of $ \_\_\_\_\_\_\_ adjusted and indexed to the IRS’ published rate. You are responsible for maintaining appropriate insurance coverage. Nanny will keep a log of mileage

OR Nanny provides own vehicle and is paid $ \_\_\_\_\_\_\_\_\_ monthly by the family toward insurance and upkeep/gas

**If Family provides vehicle:**

Family provides for work-related use only. Automobile maintenance will be at family expense; however you are responsible to keep family apprised of need for periodic maintenance (i.e. when oil change due, any mechanical problems noted). You are responsible to keep the car in a physically clean condition.

**INDEMNITY** Family herby agrees to indemnify and hold harmless he nanny from all claims, damages, liabilities, causes of action or demand for personal injury or property damage caused during the care set forth in this Agreement, except to the extent the injury is caused by Caregivers own negligence. If injury or damages are caused my employees negligence, employee will be reviewed for termination but will not be held monetarily responsible or in debt to family.

**VII. Expense Account** Family will provide debit card/credit card/petty cash for Nanny with a set allowance. This expense account is to be used for Family approved purchases, such as groceries, errands, and child related activities and supplies. Nanny will provide family with receipts for all purchases for their review and record keeping.

**CONFIDENTIALITY** Employee understands that any and all private information obtained about the employers or their dependents during the course of employment, including but not limited to medical, financial, legal, and career, are strictly confidential and may not be disclosed to any third party for any reason. Employer understands that any private information obtained about employee during the course employment, including but not limited to medical, financial, legal, and career, are strictly confidential and may not be disclosed to any third party for any reason.

If cameras are in use at home nanny will be notified of all locations. Surveillance video must not be used for anything other than security purposes. Family agrees to follow state laws in terms of video/ voice recording allowances.

**Social Media**
Employee understands that NO information about his/her location, plans for the day, or pictures of the children should be shared on any social media network. Employee will also not tell strangers to the family (i.e. nanny's friends) where she is spending the day, unless the family has authorized.

**TERMINATION:** Both parties agree to a ninety (90) day probationary period in which either party may terminate this agreement at will and for an reason they see fit without any penalty. After the probationary period sat forth above, caregiver both reserve the right to terminate this agreement at will and for any reason they see fit provided that for (4) weeks notice is given to the other party before termination.

The following are grounds for immediate termination:

* + Allowing the safety of the dependent(s) to be compromised
	+ Inconsistent or non-performance of agreed-upon job responsibilities
	+ Dishonesty
	+ Stealing
	+ Breach of confidentiality clause
	+ Persistent absenteeism or tardiness
	+ Unapproved guests
	+ Smoking or consumption of alcohol while on duty
	+ Use of an illegal drug
	+ Overuse of cell phone while on duty or while driving

**Severance:** Family agrees to offer \_\_\_\_ week severance pay if they must end contract for any reason that is not due under grounds of immediate termination. However, regardless of previously stated amount, if nanny is terminated for ANY reason employer agrees to pay employee the complete amount owed for pay period.

**Employer Property:** At time of termination, and prior to receipt of final paycheck, nanny agrees to return to employer all employer property, including but not limited to house and car keys, remote entry devices, strollers and car safety seats.

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Both parties stated and all those who will be signing this document agreement agree that the above has been carefully reviewed and is thoroughly understood. This is an at-will contact. This contract may be amended in writing only.

We both have received copies of this agreement.

**NANNY**

 Print\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Initials: \_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**FAMILY**

Print\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Print \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Initials: \_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_ Initials: \_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_

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