**Nanny Employment Contract**

This Nanny Services Agreement (the “Agreement”) is entered into and made effective this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_ (the “Effective Date”), by and between **John and Jane Doe**, with a mailing address of 1234 Heartland Drive, Anywhere, State 12345 (the “Family”) and **Rebecca Nanny**, with a mailing address of 123 Main Street, Somewhere, State 54321 (the “Nanny”). The Family and the Nanny shall collectively hereinafter be known as the “Parties” or “Party,” as applicable.

 **WHEREAS**, the Family requires the services of a nanny to provide in-home child care for their child(ren) primarily at their home address stated above; and

 **WHEREAS**, the Nanny agrees to enter into this Agreement for in-home child care of such child(ren).

 **NOW, THEREFORE** in consideration of the premises and the mutual covenants contained herein, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **DESCRIPTION OF SERVICES.** The Family has two (2) *[insert appropriate number]* minor children (the “Children” or “Child,” as applicable), described below, for which the Nanny shall be responsible during the outlined days, hours, and/or activities described. The Nanny shall also be required to do light cleaning and picking up of household items, grocery shopping, coordination of and transportation to and from the Children’s extra-curricular activities, coordination of and transportation to and from any needed doctors’ appointment for the Children, Family meal preparation (except those meals that fall outside the Standard Work Week hours, as defined below), assistance with the Children’s homework (including limiting each Child to no more than one (1) hour of electronic use (television or computer/tablet) per day), and other activities as reasonably requested by the Family to assist with child care responsibilities.
	1. **Children**. Child 1 *[insert name]* is ten (10) *[insert appropriate age]* years old, and Child 2 *[insert name]* is eight (8) *[insert appropriate age]* years old.
2. **WORK HOURS AND DATES.** The Nanny shall generally be required to be available to provide child care for up to thirty five (35) *[insert hourly agreement]* hours per week (the “Standard Work Week”), Monday through Friday, from 7:00 am – 7:00 pm, as needed, including a thirty (30) minute lunch break. There will be times when the Children are at school; while the Nanny will be “off the clock” and is free to participate in activities of choice subject to certain terms of this Agreement, the Nanny also acknowledges and agrees that she will be considered “on call” during the Standard Work Week hours should an emergency with the Family or the Children arise. Notice of Services requested outside the Standard Work Week shall be given to the Nanny with reasonable notice if at all possible; the Nanny acknowledges and understands that emergencies do arise requiring immediate Services outside the Standard Work Week. It is the desire of both Parties to have the Nanny available for child care when the Family cannot be available due to secular work circumstances.
3. **COMPENSATION**. The Nanny shall receive an annual salary of $\_\_\_\_\_\_\_\_\_\_\_\_ *[insert annual salary]* payable every other Friday by the Family, either by check or direct deposit if available and agreed upon. Should Services be requested outside of the Standard Work Week and the Nanny agrees to provide such Services, the Family agrees to pay the Nanny an hourly rate of $\_\_\_\_\_\_\_\_\_\_ *[insert hourly rate]* for as long as Services are required (“Overtime Pay”).
	1. **Taxes**. The Nanny shall be considered an employee of the Family due to the nature of the Services. As such, the Family shall withhold the appropriate federal, state, and local taxes in accordance with such laws. The Nanny shall reasonably cooperate with the Family in providing requested documentation for such purposes.
	2. **Annual Review and Compensation**. The Nanny can expect to participate in an annual review of the Services with the Family, discuss any needed changes, and have an open dialogue concerning adjustment in compensation for such Services.
4. **TERMINATION**. The Parties acknowledge and agree that the Nanny is employed on an “at will” basis and may be terminated at any time, with or without cause, to the extent permitted by law. Except when such termination is for cause as outlined below, the Parties agree to provide four (4) weeks’ notice of intent to terminate this Agreement (or pay in lieu of such notice, but at a minimum of twenty four (24) hours’ notice).
5. **TERMINATION FOR CAUSE.** The Parties agree that immediate termination without any notice is possible on the following grounds:
	1. Allowing the child(ren)’s safety to be compromised;
	2. Inconsistent or nonperformance of agreed upon job responsibilities;
	3. Dishonesty or lying to the Family;
	4. Stealing;
	5. Misuse of the Family-provided vehicle(s), telephones (cell or landline), computer, living space, and/or monies (cash, credit cards, debit cards) for use during the Services;
	6. Breach of confidentiality clause;
	7. Persistent tardiness of more than 15 minutes without valid reason;
	8. Unapproved guests;
	9. Smoking or consumption of alcohol while on duty;
	10. Alcohol consumption within such time of beginning Services that the Nanny’s decision-making abilities or cognitive skills are impaired;
	11. Illicit or illegal drug use.
6. **MEDICAL CONDITION OF CHILDREN**. Child 1 *[insert name]* has been diagnosed with asthma *[or other applicable ailment]* and requires the assistance of an inhaler that Child 1 *[insert name]* carries at all times. The medical condition requires a refillable prescription which must be scheduled appropriately and a responsibility of the Nanny to facilitate. Child 2 *[insert name]* does not have any known medical condition for which medication or special treatment is required.
	1. **Allergies**. Neither Child has any known allergy to food(s).
7. **BENEFITS**. The Family shall provide to the Nanny the following benefits during the term of this Agreement, unless terminated earlier due to cause:
	1. **Room and Board**. A private, locked, and fully-furnished room/quarters (with or without an attached bathroom) within the Family home or within an inhabitable structure on the Family property. It is expected that the Nanny, for privacy reasons, shall be responsible for the cleaning of personal room/quarters.
	2. **Vehicle**. A vehicle for use during the term of this Agreement (the Family shall pay insurance, vehicle maintenance, and any monthly installment payment and shall retain title to the vehicle). Additionally, the Nanny shall have access to credit cards or cash for use in purchasing gasoline for the Family-provided vehicle. The Nanny confirms that he/she is legally licensed to drive a passenger vehicle and that such license has not expired. If at any time the Nanny’s driving status changes, the Nanny shall immediately notify the Family. Depending on the reason for the driving status change, the Nanny may be subject to termination for cause as to Section 5, Termination for Cause, above. It is the Nanny’s full responsibility to keep all licenses current and active.
	3. **Cell Phone**. A current model cell phone for use in communicating with the Family and/or the Children. The Family shall pay any insurance, monthly installment payment, connection fees, etc. to provide the cell phone for the Nanny.
	4. **Gym Membership**. Paid membership to a local gym/workout center, if desired, near the Family home.
	5. **Monies**. Access to credit cards or cash for use in purchasing groceries for the Family and paying for other meals, fees, and costs in direct association with the Services performed hereunder.
	6. **Paid Time Off (“PTO”)**. While the Nanny is requested and expected to schedule personal appointments during the time the Children are at school or outside the Standard Work Week, it is acknowledged that the Nanny shall have fourteen (14) *[or whatever number]* days PTO per calendar year (January – December) to be taken as determined by the Nanny. The Nanny shall give the Family as much notice as reasonably possible due to the nature of the employment and the fact that the Family relies on the Nanny for significant child care duties. Any PTO not used during the calendar year shall roll over to the next calendar year up to and including a maximum PTO amount of sixty (60) *[insert other number]* days of PTO. At such time, the PTO shall begin to be disbursed to the Nanny during payroll periods until the PTO is below sixty (60) *[insert above number]* days.
	7. **Internet Use**. Unlimited use of the internet so long as the Nanny performs Services as expected and is not distracted by such technology. In such case, the Nanny shall be allowed to access such technology only during personal hours. Internet use may be included in any homework of Children that requires such technology.
	8. **Education Assistance**. The Family feels strongly about continuing education and learning. Therefore, the Family shall offer educational assistance to the Nanny, if desired, by way of partial tuition reimbursement without expectation of repayment. The Family will contribute an amount up to $\_\_\_\_\_\_\_\_\_\_ *[insert dollar amount]* per school year or program year for classes offered through accredited colleges, universities, and/or technical schools. These funds must be used specifically in connection with educational needs, *i.e.*, course costs, textbooks, software, classroom materials, etc. Funds shall not be used for activity fees, athletic fees, student life fees, late fees, maintenance fees, finance fees, or interest fees. To receive these funds, the Nanny shall discuss educational desires with the Family and costs associated with same prior to enrolling in any program.
8. **HOUSE RULES**. The Nanny shall abide by the reasonable house rules established by the Family. Should the Nanny have concerns about certain instituted house rules, especially those with direct affect, the Nanny may discuss same with the Family. The Nanny is not to have unapproved guests at the Family house when the Children are present and during the provision of Services. The Nanny may have individuals visit if done within the confines of the personal room/quarters of the Nanny. However, any guests(s) shall also be expected to abide by the house rules.
9. **HEALTHCARE**. The Family shall pay the health insurance premiums of the Nanny and/or reimburse the Nanny for qualified health expenses. The Nanny shall provide the Family with necessary insurance information in order for the Family to pay the premiums directly to the insurance company. If the Family is reimbursing the Nanny for qualified health expenses, the Nanny shall provide the Family with a copy of the receipt for purchase of such qualified health expenses. If valid, the Family shall reimburse the Nanny within five (5) days of receipt submittal.
10. **BACKGROUND CHECK; CRIMINAL RECORD**. A condition of employment shall be a fully vetted and acceptable background check, along with any international, federal, state, and local searches deemed necessary. The Nanny shall have no criminal history that relates to children in any manner. Additionally, no criminal history that relates to theft or dishonesty shall be allowed. If such history is discovered after the start of employment, the Nanny shall be immediately terminated for cause as to Section 5, Termination for Cause, above.
11. **EXPECTATION OF PRIVACY**. The Nanny shall have the right to the expectation of privacy during non-working hours, whether the Nanny is in her personal quarters or outside of the home. This includes but is not limited to the ability and freedom to come and go as desired and the right to participate in personal activities as desired (except for those activities that would impact the Nanny’s ability to properly administer the Services agreed to herein).
12. **PARENTAL PHILOSOPHY**. The Family believes in certain philosophies associated with their religious beliefs. The Parties agree that the Nanny is reasonably required to adhere to these philosophies whether or not the Nanny agrees with same. The Nanny further agrees to not intentionally undermine or sabotage the religious beliefs that the Family is teaching the Children. These activities and/or philosophies may include, but are not limited to, spiritual teachings, prayers or prayer times, observed and non-observed holidays, etc.
13. **DISCIPLINE**. The Nanny shall have reasonable control over the discipline of the Children as they will be with the Nanny the majority of the day. It is expected that the Nanny use positive correction and discipline rather than corporal punishment. Physical discipline by the Nanny will not be allowed. If behavior escalates to a point that the Nanny feels there is a lack of control, the Nanny will discuss same with the Family and institute a plan for going forward to deal with the exhibited behavior.
14. **MEETINGS**. A Party may at any time request a meeting with the other Party; however, the meeting shall be held at a mutually-agreed time and location depending on schedules and outside the presence of the Children. These meetings may be about grievances, understandings, misunderstandings, changes in routine/schedule, compliments, concerns, etc. The Parties are free to discuss any situation which falls under the terms of this Agreement.
15. **CHILD CONFIDENTIALITY**. Due to the nature of society in general at this time, the Nanny shall refrain from sharing or posting any and all information concerning the Family or the Children on social media sites, except posts that are expressly agreed to by the Family. Such sharing or posting without express consent shall be viewed as a compromise of the Family and Children’s safety and shall be considered a breach of this Agreement under Section 5, Termination for Cause, above.
16. **EXPECTATION OF CONDUCT**. The Nanny shall be viewed as a professional and valued asset to the Family in the role of child caregiver. The Parties agree that the Nanny’s role is paramount to the smooth flowing coordination of Family livelihood and activities. It is with this view and respect that the Nanny is being trusted with these responsibilities and to use extreme caution and discretion in all matters. The Family requests that the Nanny respect and abide by the rules and terms outlined herein. The Nanny acknowledges and agrees that her conduct, both within the terms of this Agreement and during the Nanny’s personal time, reflect upon the Family.
17. **COMMUNICATION**. The Parties agree to cheerful, clear, and pleasant communication when in the presence of the Children. Should communication in the presence of the Children move from anything other than cheerful, clear, and pleasant, the Parties shall immediately cease the conversation, schedule a meeting, and continue the discussion on the matter outside the presence of the Children. The Parties agree that the Children are not to be present for or overhear any conflicts arising between the Parties.
18. **TRAVEL**. From time to time, the Nanny may be asked to perform Services during Family vacation times, outings, or other such Family events. The Family shall pay all airfare, travel, room and board, and meal costs in connection with the Nanny’s travel with the Family. In this case, the Nanny shall be expected to work the Standard Work Week at regular pay. Once the daily Standard Work Week hours are exhausted, Overtime Pay shall apply to all hours worked outside the Standard Work Week.
	1. **International Travel**. If applicable, the Family shall pay all costs and fees related to the Nanny obtaining any necessary visa(s) or passport for international travel with the Family. The Family shall also pay all airfare, travel, room and board, and meal costs in connection with the Nanny’s travel with the Family. Personal shopping, meals, and sightseeing costs shall be the responsibility of the Nanny. Once the Nanny leaves the employ of the Family, whether as to cause or without cause, the Nanny shall be responsible for and maintain the validity of the Nanny’s passport and/or visa(s) if so desired.
19. **PROOF OF RIGHT TO WORK**. For purposes of federal immigration law, the Nanny will be required to provide the Family documentary evidence of identity and eligibility for employment in the United States. Such documentation must be provided to the Family within three (3) business days of the date of hire so that such proof can be used for completion of a Form I-9 (Employment Eligibility Verification). If such documentation is not provided within three (3) business days, the employment relationship may be terminated.
20. **SEVERABILITY**. The invalidity or unenforceability of any provision of this Agreement does not affect the validity or enforceability of any other provision of this Agreement.
21. **ENTIRE AGREEMENT; AMENDMENTS.** This Agreement has been freely negotiated and contains the entire understanding between the Parties for the Services outlined herein. This Agreement supersedes all prior agreements, representations, or understanding (whether written, oral, implied, or otherwise) between the Parties. These terms may not be amended or modified, in whole or in part, except by an express written agreement between the Parties.
22. **APPLICABLE LAW.** This Agreement shall be construed and governed by the law of the state of *[insert state of Family location]* without regard to principles of conflicts of law. Any court action to enforce this Agreement, or relating to or arising out of this Agreement or the Services as provided by the Nanny, shall be brought in a court of competent jurisdiction in the County of *[insert county of Family]*, state of *[insert state in which Family is located]*. The prevailing party shall be entitled to collect any reasonable attorney’s fees, costs, and necessary disbursements in addition to any other relief to which the prevailing party may be entitled.
23. **HEADINGS**. The headings in this Agreement are for purposes of reference only and shall not limit or otherwise affect the meaning of any provision of this Agreement.
24. **COUNTERPARTS; FACSIMILE AND ELECTRONIC SIGNATURES.** This Agreement may be executed in counterparts, all of which together shall constitute one and the same agreement. Any electronic signature shall have the full weight and authority as an original signature on this Agreement. Additionally, any signature page delivered electronically or by facsimile shall be binding to the same extent as an original signature page with regards to any agreement subject to the terms hereof or any amendment hereto.

**By signing below, the Parties acknowledge that they have read and understand the terms contained herein. The Parties hereby agree to the terms of this Agreement**.

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| “**NANNY”****REBECCA NANNY**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **“FAMILY”****JOHN AND JANE DOE**Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |