

Nanny Work Agreement

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Welcome to our family! The following contract ensures we are all on the same page regarding start date, vacation days, sick days, payments, expense reimbursement, and additional guidelines outlined below under “Nanny Responsibilities, Rules, and Daily Schedule.”

While the agreement below is static, the addendum serves as a working/active agreement as the child(ren) grow and develop through the years and their needs change.

This agreement, executed on **date**, is between:

Parent: signature

Parent: signature

and **Carmelina Ayala**, and includes the following terms of employment:

1. **START DATE**

The Employee will start full-time employment on **start date** and continue until either party decides to terminate the relationship.

2. **WORKSITE ADDRESS**

Work will be performed at the Employer’s home located at **address**.

3. **WORK SCHEDULE**

The Employee will provide childcare from Monday to Friday during the hours of **work hours**.

The Employee agrees to work a standard time frame of 35-40 hours per week, referred to hereafter as a **standard work week**, or as agreed to by both parties.

4. **JOB RESPONSIBILITIES**

A specific list of tasks, timelines, and instructions (referred to as Nanny Responsibilities, Rules, and Daily Schedule) will be provided for review.

Once agreed upon, it will be referenced as Addendum A to this contract.

- Dependent Care: **Carmelina Ayala** will provide care for the child born on **birth date**.

5. COMPENSATION & BENEFITS

1. **ONE CHILD:** The weekly compensation for standard nanny duties will be a salary of **\$agreed rate** for 35-40 hours per week for one child. Wages will be paid weekly every Friday or as agreed upon by both parties.
2. **TWO OR MORE CHILDREN:** The weekly compensation for standard nanny duties will be a salary of **\$agreed rate** for 35-40 hours per week for two or more children. Wages will be paid weekly every Friday or as agreed upon by both parties.
3. **PAY RATE ADJUSTMENTS:** Each year, the Employee will receive a performance review and will be eligible for an increase in compensation based on the results.
4. **WORK-RELATED EXPENSES:** The Employer agrees to reimburse the Employee for any work-related childcare expenses within two weeks. The Employee will obtain approval by phone, text, or email if the expense exceeds \$25.
 1. The Employee will provide receipts detailing work-related expenses for reimbursement. Miles driven while on the job using the Employee's car will be reimbursed at the IRS Mileage Reimbursement Rate, which covers the cost of gasoline as well as general wear and tear on the car.
 2. The Employee will maintain a mileage log and submit it to the Employer for reimbursement at the end of the week. Trips longer than 20 miles round trip require prior approval via phone, text, or email from at least one Employer.
5. **PAID VACATION:** The Employee will receive a general total of two weeks of paid vacation per year. The Employee must notify the Employer of vacation dates at least one month in advance. Vacation days do not accumulate and roll over from year to year.
6. **SICK LEAVE:** The Employee will receive one week of sick leave in a given calendar year. The Employee agrees to use best efforts to notify the Employer at least 12 hours in advance before being absent due to illness. The Employee understands that the Employer does not provide medical insurance.

6. PAID HOLIDAYS

- New Year's Eve, New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day.

If the holiday falls on a weekend, the Employee will receive the closest business day off as paid vacation, provided that any consecutive holidays

do not fall on a Saturday and Sunday. If so, the Employee will receive either Friday or Monday off, but not both.

7. CONFIDENTIALITY

The Employee understands that all private information obtained about the Employers or their dependents during employment, including but not limited to medical, financial, legal, and career information, is strictly confidential and may not be disclosed to any third party for any reason.

8. GROUNDS FOR TERMINATION

The following are grounds for immediate termination:

1. Allowing the health or safety of the dependent(s) to be compromised.
2. Inconsistent or non-performance of agreed-upon job responsibilities.
3. Concerning issues in background checks not otherwise disclosed or accounted for in good faith by the Employee.
4. Dishonesty.
5. Stealing.
6. Misuse of family automobile.
7. Breach of confidentiality clause.
8. Unapproved guests.
9. Smoking or consumption of alcohol while on duty.
10. Use of illegal drugs.
11. Use of a cell phone while driving.

9. SOCIAL MEDIA POLICY

The Employee understands that they should not share their location, daily plans, or pictures of the children on any social media network. Additionally, the Employee should not disclose the family's whereabouts to strangers unless pre-approved by the family.

10. CPR AND INFANT FIRST AID & TRAINING

CPR Certification will be maintained as required for ongoing employment. The Employee agrees to maintain their CPR and Infant First Aid Certification throughout the length of employment.

11. PERFORMANCE REVIEWS

The Employer and Employee will review the performance of the Employee annually to address any issues or concerns to ensure continued high-quality service and care. Both Employee and Employer will address any concerns or issues promptly towards resolution.

12. EMPLOYEE NOTICE TO LEAVE EMPLOYMENT

Should the Employee wish to leave their position for any reason, a two week notice is requested to provide ample time to find other arrangements for childcare.

13. EMPLOYER NOTICE TO TERMINATE EMPLOYEE

Should the Employer wish to terminate the Employee for any reason not listed in Section 8, the Employer shall give the Employee a minimum of two weeks notice. Should the Employee find other employment after the notice of termination from the Employer, the Employee shall be required to:

1. Notify the Employer of the new employment.
2. Provide care to the Employer as agreed to by both parties, which shall be no less than two weeks from the notice of termination.

Family’s Signature

Name: parent name

Date: date of signature

Name: parent name

Date: date of signature

Nanny’s Signature

Name: Carmelina Ayala

Date: date of signature

ADDENDUM A

NANNY RESPONSIBILITIES, RULES, AND DAILY SCHEDULE

RESPONSIBILITIES The Employee 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 nap schedule.
- Administer medicine to child(ren) as needed and directed by the Employer.
- Prepare meals for child(ren) during scheduled hours; clean up the kitchen and dining room table when completed.
- Participate in and supervise activities with child(ren), which include games, walks, play dates, playground outings, and reading to child(ren).
- Endeavor to plan activities that have substantial child development, social relationship skills, and educational value.
- As much as the children allow, keep the child(ren)’s bedroom and play area clean and organized, which includes making the bed(s), vacuuming/sweeping, cleaning, and disinfecting toys, etc.
- As duties allow, help with cleaning the child(ren)’s laundry - clothes, bed linens, etc.

- Based on agreement, use of Employee's automobile to drive child(ren) to activities and events, if needed. Employee prefers their own POV and reimbursed mileage. Mileage will be reimbursed at the IRS Mileage Reimbursement Rate. Employee must submit mileage for reimbursement in a timely manner on a weekly basis. Employer will provide the child(ren)'s car seat(s).

RULES

- The Employee understands that the Employer maintains a smoke-free home and that smoking is prohibited.
- All guests must be pre-approved by the Employer before being allowed entrance into the Family's home.
- Alcohol consumption is never permitted while the Employee is on duty.
- Absolutely no illegal drugs or illegal activity of any kind. The Employee understands that such activity is grounds for immediate termination.

DAILY SCHEDULE

- The Employer and Employee will set up and discuss a suitable schedule and routine for the children and will adjust the schedule as needed as the child grows, evolves, and develops. The Employee and Employer will discuss this regularly as needed.