

HERE'S THE PLAN.

Agreement for a Professional Nanny Position in the _____ Household

This is an agreement between [Parent 1], [Parent 2], and [nanny]. [Parent 1] and [Parent 2] have elected to engage [Nanny] to perform childcare services, outlined below. [Parent 1] and [Parent 2] have agreed to convey certain compensation to [Nanny] for performance of these services. The purpose of this document is to clearly set out these agreed upon responsibilities and compensations.

Salary and Working Hours

- \$_____ (gross) per week, to be deducted and paid by [Parent 1] and [Parent 2] and reported by [Nanny] in annual tax filings. Payments will be made every week on Fridays.
- This is broken down as \$_____ per hour and \$_____ per overtime hour.
- The standard number of hours (__) will always be paid.
- Additional hours will be paid at \$[rate]/hour.
- The anticipated weekly hours are:
 - Monday-Friday: 8:00am to 6:00pm.
 - Taxi fare will be provided for any evening departure after 9pm.
 - Anticipated hours may change. The __ hours may be allocated differently within a week, but hours unused will not carry over for use in future weeks. When changes are required, they will be discussed and agreed upon in advance or as soon as a change is known by either party.
- [Parent 1] and [Parent 2] will provide [Nanny] with a monthly Metrocard.
- Medicare and Social Security (employee share) will be withheld from [Nanny]'s paycheck. [Parent 1] and [Parent 2] will withhold employee's income tax from the gross. [Parent 1] and [Parent 2] share of Medicare and Social Security taxes will be paid in addition to gross salary listed.
- [Nanny] will receive statements detailing salary, taxes, and withholdings on at least a quarterly basis.

Start date and terms of agreement

The start date will be _____.

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The term of this contract is 12 months. At 12 months, performance will be reviewed. If both parties are amenable, the contract will be extended and a salary increase will be based on merit/performance, market conditions and changing working responsibilities.

This contract may be superseded by a contract stating parameters for a "nanny share" with another family, though should the nanny share not continue, this contract remains in force between the [family] and [Nanny].

Either party may terminate this agreement with two-week notice. [Parent 1] and [Parent 2] may discharge [Nanny] without notice for cause such as dishonesty, conviction of any crime, alcohol and/or drug abuse, threatening behavior, gross negligence, and/or any other serious cause such as substantial insubordination.

Benefits

- Paid national holidays that fall on Monday through Friday include:
 - New Years Day
 - Martin Luther King Day
 - President's Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Columbus Day
 - Thanksgiving Day
 - Christmas Day
- [Nanny] will have 2 weeks vacation for every twelve months of service.
- Both parties should attempt to plan vacations at mutually convenient times and provide as much notification of vacation plans as is possible.
- Should [Parent 1] and [Parent 2] take additional vacation and not need the services of [Nanny], she will be paid her standard weekly rate.
- Any vacation taken by [Nanny] in excess of the 2 weeks will be unpaid and will need to be agreed upon in advance.
- [Nanny] will receive 2 paid days to use as sick days if needed or to take care of personal matters (doctor's appointments etc.) [Nanny] should inform [Parent 1] and [Parent 2] of personal time well in advance if possible so that they can make alternative arrangements for childcare.

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- All childcare or household expenses incurred while working will be reimbursed. A petty cash float will be available and all receipts should be saved.

Primary Duties

- The primary responsibility of [Nanny] is the day-to-day care for [child]. [Parent 1] and [Parent 2] encourage [Nanny] to be creative and entrepreneurial in planning educational/developmental activities. [Parent 1] and [Parent 2] would like the experience to be fun and enriching for [child] as well as enjoyable for [Nanny]. It is important that [child] gets lots of love, fresh air and exercise every day (extreme weather exempt), engages in age-appropriate developmental activities, is given opportunities to be social (playground, play dates, library, etc.), eats healthy and plays a lot.

Explicit duties are outlined below:

- Creating a nurturing and developmentally stimulating environment is most important:
 - Lots of reading, singing, playing and holding
 - Look for/plan activities that are age appropriate, including reading, going to museums, parks, libraries, visits, etc.
 - Accompany [child] to activity classes (sometimes participation in classes is required as well)
 - Organizing and participating in play dates
 - Cook, prepare and feed healthy meals and snacks
- Keep areas of the home where time is spent with [child] tidy and clean at the end of the day.
- Wash and put away children's laundry. Crib sheets and changing pad cover should be changed weekly, or as needed.
- Packing and unpacking [child]'s bags (including diaper bag).
- Manage [child]'s personal hygiene. (Diaper changing, baths when needed/feasible, wash hands before meals and as needed, brush teeth 2x/day, later assist with potty training, etc)
- Refilling supplies of children's items (diapers, wipes, etc)
- Taking [child] to the doctor, as needed.
- Keep a log of daily activities, naps and feedings in order to keep parents well informed, as well as providing a verbal report at the conclusion of each day.

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- In case of emergency, [Nanny] **should immediately take emergency action, including calling 911, [Parent 1] and/or [Parent 2] as needed.** Emergency contact information for [Parent 1] and [Parent 2], [child]'s doctor, hospital, friends/family will be provided. An emergency care permission form will also be provided.
- Limit personal phone, TV and Internet usage during the day, attempting to take care of these when the children are napping.

Secondary Duties

- Light housekeeping when time permits such as emptying/filling the dishwasher, general kitchen cleanup, bringing out the trash.
- Feeding our pets as needed.
- Supervising repairpersons as needed.
- Occasional family laundry, when doing [child]'s laundry.
- Running small household errands as time permits including small grocery trips (major shopping will be done by [Parent 1] and [Parent 2]), picking up/dropping off dry cleaning, buying supplies for [child] (diapers, shampoo, craft supplies, etc).
- Accepting packages that come to the door and unpacking as necessary (Fresh Direct, diaper deliveries, etc.)

Other

- [Nanny] has provided evidence of a recent health exam, including TB test, and has been vaccinated against whooping cough and the flu.
- [Nanny] has provided documentation of her working permit.
- [Nanny] will provide [Parent 1] and [Parent 2] with advance notification of any car trips or other activities outside of the home in which the [Nanny] will involve the child.
- [Nanny] will notify and seek to permission from [Parent 1] and [Parent 2] 24 hours in advance of any visitors to the home.
- **Termination of employment by [Nanny].** [Nanny] agrees to provide a minimum of two weeks' notice of her intention to quit employment.
- **Termination of employment by [Parent 1] and [Parent 2].** [Nanny] will be entitled to two weeks' severance pay, provided that termination is not due to any criminal misconduct or negligence – as reasonably determined by [Parent 1] and [Parent 2] – on [Nanny]'s part.

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- **Modifications:** Both parties will agree in writing to any modifications made once contract is finalized and signed.

Binding Confidentiality Clause

1. [Nanny] shall not, during the course of employment with [Parent 1] and [Parent 2] or at any time thereafter (other than in the proper course of [Nanny]'s duties for [Parent 1] and [Parent 2] or as is required by law), without the prior written approval of the [Parent 1] and [Parent 2], divulge or disclose any information which, by reason of its character or the circumstances or manner of its disclosure, is evidently confidential to [Parent 1] and [Parent 2]. [Nanny] acknowledges and agrees that this clause is reasonable and that [Nanny] is receiving valuable and adequate consideration for such covenants under this clause. The parties acknowledge that it is their intention that all such covenants and provisions be enforceable to the fullest extent possible under applicable law.

[Nanny]'s Initials: _____

2. Arbitration: Any dispute, controversy or claim arising out of or relating to [Nanny]'s employment with [Parent 1] and [Parent 2], whether arising during the term of employment or at or after its termination, shall be settled by arbitration in New York, New York (or, if applicable law requires some other forum, then such other forum) in accordance with the rules then obtaining of the American Arbitration Association. If the parties to any such controversy are unable to agree upon an arbitrator or arbitrators, then an arbitrator shall be appointed in accordance with such rules.

Signed and agreed to:

[Parent 1]: _____ **Date:** _____

[Parent 2]: _____ **Date:** _____

[Nanny]: _____ **Date:** _____