

momsbestfriend

NANNY EMPLOYMENT AGREEMENT

I. GENERAL INFORMATION

A. The following constitutes an employment agreement between

_____ (Employer) and

_____ (Nanny)

B. Employment Start Date: ____/____/____

C. Employment End Date: ____/____/____ (1 year from start)

MBF recommends reviewing/renewing each year.

D. The Nanny shall work at Employer's residence at:

E. The Nanny shall not be required to work for any person other than the Employer.

F. Children (names and ages)

Additions to the family reflect a significant change in the job description. With each additional child, MBF recommends a salary review with the nanny.

II. SCHEDULE

A. Normal work hours will be:

1. Monday - Friday _____ to _____

2. _____

B. Date nights on occasion when prearranged.

C. Nanny is to provide reasonable flexibility in times of emergency, for unexpected schedule changes, when one parent travels on business, etc.

Please consult with our partner GTM Payroll Services to provide you with information on your household payroll and tax obligations. They can be reached at 800-929-9213 or www.gtm.com. Initial: _____

III. COMPENSATION

A. Employer agrees to pay Nanny a gross hourly wage of \$____/hour up to 40 hours per week. Salary will be paid _____ (monthly, bi-monthly, weekly, bi-weekly).

B. Employer agrees to pay overtime (excess of 40 hours/week) at the rate of \$____/hour (1.5 times the regular rate of pay per hour).

C. Employer guarantees _____ hours of pay per week.

D. Extra babysitting or extra hours by the Nanny is by choice only, and will be paid at an hourly rate of \$____/hour.

- E. Overnight care is by choice only, and shall be paid at the babysitting rate (see III.D.) while children are awake (both evening and morning), in addition to the overnight flat rate of \$_____.
- F. Employer agrees to deduct all required taxes from all paychecks (social security, Medicare, and withholdings for employees' income taxes) if Nanny meets the IRS threshold for household employees. Contact GTM Payroll Services for more information on taxes and payroll obligations.
- G. Benefits (e.g., health insurance/stipend, cell phone, bonus):

IV. RESPONSIBILITIES

A. Nanny Duties: Nannies will provide care and have sole responsibility for Employer's child(ren). Nanny will maintain a cheerful and helpful attitude with the child(ren), promote feelings of security and warmth, and will ensure that the health, well-being, education, development and safety of the child(ren) are never jeopardized. Nanny is to treat children with kindness and respect. Nanny is to have and keep her CPR and First Aid certifications current. It is the number one priority to keep the child(ren) safe at all times. Nanny cell phone use will be limited (only in cases of emergency or very important personal business), and nanny is not allowed to have visitors while working.

1. Please specify any special instructions (e.g., infant routines, sleep training, bottle preferences, potty training, homework help, extracurricular activities, screen time, emergency procedures, food/diet preferences, exercise, teaching/developmental activities, discipline philosophy, swimming; completing a daily log, allergies):

B. Household Duties: Nanny is to leave the home in the same or better condition than it was immediately prior to her arrival each day, excluding special circumstances. Please specify any household duties (e.g., pet care, cooking, laundry, vacuuming, dishwasher, making beds, other household chores, errands):

V. SPECIAL AGREEMENTS/CONDITIONS

A. Employer agrees to notify employee should workplace be under electronic surveillance. Surveillance shall not extend to bathrooms. A live-in Nanny's private room(s) shall not be subject to surveillance.

B. Live-in Nanny Position. Please describe accommodations, amenities, meals, other: _____

C. Dress code: _____

- D. Nanny agrees to travel with family approximately ___ weeks per, when advanced notice is given. When traveling with family, employer agrees to pay for applicable airfare, accommodations, meals, and all applicable family activities. Employer agrees to pay Nanny's hourly rate when she is working.
1. Employer agrees to pay \$_____/day as a travel stipend.
 2. If children stay with Nanny overnight in travel, Employer agrees to pay an overnight rate of \$_____ in addition to hourly rate when children are awake and in her care.
 3. Special terms for travel are as follows:

VI. EVALUATION

- A. Employer and Nanny agree to openly discuss concerns as they arise and to communicate on a regular basis concerning all aspects affecting the children in her care.
- B. Employer and Employee agree to formally discuss, communicate, and evaluate Nanny's job performance no less than every _____ month(s).

VII. VACATION, HOLIDAYS, SICK LEAVE

- A. Employee shall be granted ___ days of vacation and ___ days of paid sick leave on an annual basis. -or- Employee shall be granted ___ days of paid time off (PTO) to be used at their discretion on an annual basis.
 1. Upon termination of contract or discontinuing employment, unused, accrued vacation/PTO will be paid out.
- B. Time off for jury duty.
- C. Paid holidays (please check all which apply):
 1. New Year's Day
 2. Memorial Day
 3. Independence Day
 4. Labor Day
 5. Thanksgiving Day
 6. Day after Thanksgiving
 7. Christmas Eve
 8. Christmas Day
 9. New Year's Eve
 10. Other: _____

These holidays will be paid if they fall on a regularly scheduled workday.
- D. If Employer elects to take a vacation in which the Nanny's services are not required, Employer pays the nanny for the regularly scheduled time, but may substitute work that is agreeable by all parties (e.g., move trash cans, water plants, feed animals, check mail, organization of playrooms/closets/pantry, errands, grocery shop for your return)

VIII. TRANSPORTATION

- A. Nanny is at all times to drive safely while the children are in the car.
 1. Employer agrees to pay the Nanny a gas allowance (pre-calculated after a few weeks as a sample) for the use of her own car. -or- Employer agrees to provide a mileage log for Nanny to

- keep track of work-related driving and reimburse Nanny (weekly, bi-weekly, monthly) at the current IRS mileage rate.
2. Other stipulations (alternate transportation, a car is provided for the nanny, a gas card or expense credit card will be provided to use for gas):
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IX. BACKGROUND CHECK INFORMATION

Nanny agrees to inform Employer of any new arrests/misdemeanors/felonies for the duration of the placement. Mom's Best Friend will run an annual background check for Nanny at Employer's request for the duration of placement.

X. TERMINATION OF AGREEMENT

- A. Employer and Nanny are intending to fulfill a minimum one-year commitment. Should any conflicts arise, Employer and Nanny shall first make good faith efforts to resolve their issues. Mom's Best Friend is happy to advise either or both parties on recommended advice and/or suggested solutions. As a second step, Employer and Nanny shall contact Mom's Best Friend to seek mediation in resolving any conflicts before terminating agreement.
- B. Either party may terminate this agreement with ___ weeks' notice for any reason or no reason. In the event of misconduct or breach of the agreement by either party, the other may terminate this agreement without notice. No severance shall be due on termination with cause.

XI. CONFIDENTIALITY

In consideration of employment with the Employer, the Nanny hereby agrees that, during the course of employment and forever thereafter, Nanny will not disclose any confidential personal or business information (whether written or verbal) belonging or pertaining to the Employer or their family members. The Nanny agrees not to reproduce any confidential materials provided by the Employer, nor to release, share, disclose, or let other do the same. In the event that the Nanny is not sure whether certain information is confidential personal or business information, the Nanny agrees to treat that information as confidential unless informed to the contrary by the Employer.

The Nanny recognizes and agrees that monetary damages may not be a sufficient remedy for unauthorized disclosure of confidential information and that the Employer shall be entitled to injunctive relief against any breach or threatened breach of this agreement, in addition to any other remedies, which may be available.

This written understanding shall survive the termination or cancellation of this agreement and the completion of any project or services performed by Nanny on behalf of the Employer. The provisions of this Section shall remain in effect until Employer send Nanny written notice releasing the Nanny from the obligations contained herein.

XII. SOCIAL MEDIA POLICY

Nanny agrees that photos of, and/or posts related to, Employer's child(ren) and residence will only be shared on social media platforms with express permission of Employer.

- A. Nanny may post updates and photos without including identifying information for child(ren) and Employer.
- B. Nanny may post updates and photos only if social media platform is set to private.
- C. Nanny will ensure that location services are turned off and will not share location of care, activities, or children at any time (online or otherwise) with any party other than Employer.
- D. Additional provisions:

XIII. OTHER

Please describe any additional arrangements:

Signature(s) of Employer

Date

Name(s) of Employer

Signature of Nanny

Date

Name of Nanny