

## Work Agreement

### Child Care Agreement

1. This Agreement is between the following parties:
  - a. Nanny: \_\_\_\_\_
  - b. Parents: \_\_\_\_\_
2. This agreement is to define and mutually agree upon the following terms, provisions, and conditions for the care of the following children: \_\_\_\_\_  
\_\_\_\_\_
3. **Job Conditions:** Upon employment, there will be a trial period of two weeks for both Parents and Nanny to ensure compatibility. This trial period does not guarantee employment for a full two weeks. Either party has the right to terminate the trial period at any time with or without cause.
  - a. **Start Date:** \_\_\_\_\_
  - b. **Scheduled Work Hours:** From \_\_\_\_\_ a.m. to \_\_\_\_\_ p.m., Monday through Friday. This schedule may vary. The Nanny will be informed of any change of schedule with as much advance notice as possible. **Overtime: (If Nanny is Live-Out)** Nanny will be paid the required time and a half salary for hours worked over 40 hours per week.
  - c. **Pay/Pay Schedule:** The Nanny shall be paid \$ \_\_\_\_\_ /week due Friday unless a holiday falls on Friday. If a holiday falls on Friday, the Nanny will be paid on Thursday.
  - d. **Taxes and Insurance:** The Parents are to withhold any mandatory taxes for which they are responsible on the Nanny's salary. The Nanny is responsible for withholding all state and federal income taxes from her own paycheck. The Parents will provide Worker's Compensation and Unemployment insurance.
  - e. **Compensation for Additional Children:** Should the blessed event of another child occur, the Nanny shall be compensated at a rate of \$ \_\_\_\_\_ /week .
  - f. **Evaluation:** The Nanny's performance will be evaluated by the Parents as follows:
    - i. After the initial 6 months of employment
    - ii. At the end of the first year
    - iii. After the end of the first year, performance evaluations will be held annually.
  - g. Upon satisfactory performance of duties, the Nanny will be given a merit/cost of living increase of not less than \$ \_\_\_\_\_ or \_\_\_\_\_ %.
  - h. **Place of Business:** \_\_\_\_\_
    - i. The Nanny shall be treated with full professional courtesy. In turn the Nanny will treat the Parents with due respect.
4. **Job Responsibilities:** Specific Nanny responsibilities and duties are those relating to child care only, such as providing loving and responsible care for the children of the family. This care includes, but is not limited to the following:
  - a. **Meals:** The preparation and serving of healthy breakfast and lunch, and dinner (if applicable) to the children. In general, the meals should be a mixture of easy to make (microwavable or ready-made) and made from scratch meals. All foods will be provided by the Parents. During the week, the Nanny will prepare a list of needed items to be presented to the Parents on Friday.
    - i. The Nanny will not be expected to prepare meals for any adult members of the household.
  - b. **Dressing - including changing of diapers, and hygiene.** The Nanny shall ensure that the children are properly dressed for the activities in which they are

engaged, and the weather that they are exposed to. The Nanny may be required to give the children baths from time to time. The Nanny shall help the children learn about personal hygiene to include: learning to dress themselves, potty training, brushing teeth after each meal, etc., as well as aiding them in learning to clean their messes when they are done playing, etc.

- c. **Learning Activities**: The Nanny will strive to teach the children proper speech, the basics of counting, their ABCs, shapes, colors, courtesy, sharing, and neatness, as their development permits.
- d. **Nap-time**: The Nanny shall do her best to ensure that the children get their proper nap time in the afternoon each day.
- e. **Recreation**: The Nanny shall play with the children to encourage speech and personality development. In addition, the Nanny understands that there are times throughout the day when children need quiet time to play by themselves. The Nanny will ensure that all play is supervised, and that the children are never left unattended and without direct supervision.
- f. **Firm Guidance**: The Nanny will ensure that the children understand that certain activities, as prescribed by the Parents, are forbidden. In no event shall the children be allowed to engage in any activity which is deemed dangerous by the Parents or Nanny. The Nanny shall be firm but loving with the children. The children are not to be spanked or hit for transgressions. Time-outs shall be used as the method for discipline - all punishment is the Parents' responsibility. The Nanny will discuss the need for behavioral modification and suggested solutions with the Parents.
- g. **Transportation**: From time to time, the Nanny shall transport the children to and from parks and special events, in the parents' vehicle. There will be no unapproved rides in any cars, and no unapproved trips. The nanny may take the children on walks to and from the park, etc.
- h. **Guidelines for Releasing Children**: Under NO circumstances will the Nanny release a child to any relative, neighbor, family friend or friend's parent without the Parents' direct authorization to do so. The Nanny prefers to be introduced to any person to whom she may be directed to release the children. In the event that such meeting is impossible, the Nanny will request proof of identification (such as a California Driver's License) before she will release any children. If such identification is unavailable, the children will not be released.
- i. **General Household Maintenance**: The Nanny will be responsible for the following domestic duties, which are directly related to the care of the children:
  - i. **Kitchen**: Daily cleaning of the kitchen area, of all highchairs and dishes that are used by the children and the Nanny (the Nanny will put dirty dishes in the dishwasher).
  - ii. **Play Area**: Daily picking-up of toys and clothes in the children's play areas.
  - iii. **Sweeping/Mopping** of kitchen floors after meals/Weekly (or as needed) vacuuming of playroom carpet.
  - iv. **Garbage**: The Nanny will be responsible for the emptying of the diaper pail/Diaper Genie (if applicable) only. Under no circumstances is the Nanny expected to take out the garbage, nor make sure the garbage cans are taken out on trash day and removed from the street after refuse is collected.
  - v. **Children's Bedrooms**: The Nanny will be responsible for changing the bedding of only the small children under her care. Depending upon the age of the children, the Nanny may require that the children assist her in these duties so they learn the proper method. All children age 10 and

over under the care of the Nanny will change their own beds, with the assistance of the Nanny, if needed.

- vi. **Children's Bathroom:** The Nanny will make sure that clothes are removed to the hamper, and counters and mirrors are wiped dry after hand washing and teeth brushing.
- vii. **Laundry:** The Nanny is responsible only for the clothes/bedding of the children (under age 11) directly under her care. Above age 11, the children will assist in washing/drying laundry so they will have a thorough understanding of laundering clothes. Above age 13, the children will be responsible for their own clothes/bedding.
- viii. The Nanny is never expected to do any laundry for the Parents, or any other member of the household not directly under her care.
- j. **Babysitting:** Occasionally, the Parents will require additional babysitting. Insofar as possible, the Parents understand they must give the Nanny ample notification (preferably at least 1 week). On these occasions, the Nanny will be paid at a rate of \$\_\_\_\_/hour. The Nanny is in no way required to babysit beyond the agreed upon hours of duty, but understands the need for an occasional (or routine) night out and will do her best to accommodate the needs of the Parents.
  - v. The Parents understand that the Nanny will occasionally babysit for other families on Friday night or over the weekend. Parents have first option at booking the Nanny's babysitting time. If the Parents do not require the Nanny's services, and the Nanny makes plans to babysit for another family, the Parents cannot require that the Nanny cancel her plans.
  - vi. The Parents agree to be a good reference for the Nanny for any new families that she may begin babysitting for during her employment with their family.
  - vii. As with all families the Nanny babysits for, the Parents understand that by reserving the Nanny's time for babysitting, they are securing that time. The Parents may cancel, without any penalty, up to 24 hours beforehand. If cancellation is made within 24 hours (except by the presence of an emergency situation), the Parents understand that they are still required to pay for the time that was reserved for them and their children.
- k. **Cooking:** The Parents understand that occasionally the Nanny enjoys baking and will do so in her free time only (during nap times, etc.), or at those times when the children's involvement can safely be incorporated.

5. **Things the Nanny is not required to do:**

- a. The Nanny is not a gardener . She will not weed, mow lawns, sweep patios, trim bushes, etc.
- b. The Nanny is in no way required to wash windows, clean garages, clean out cupboards/shelves, or offices.
- c. The Nanny is not a professional mover. She will not move furniture, rearrange rooms, etc.
- d. The Nanny will not be responsible for purchasing or delivering to any location alcohol or tobacco products, etc.
- e. 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.
- f. **Note:** The Nanny does like being able to help make life easier for the Parents, otherwise she wouldn't be a Nanny. She is not opposed to being of assistance to either Parent with odd duties now and again, i.e. wrapping presents, going to the

post office, grocery store, etc., as long as it is occasional and doesn't interfere with her normal duties of child care.

6. **Priorities:** The Parents recognize that the care for young children can be demanding. It is understood that on some days the schedule may not be adhered to, all chores may not be completed, or the play areas may not be cleaned up due to the attention the Nanny must give to the children. Care for and feeding of the children will always be the top priority.
7. **Medicine:** The Nanny shall not administer any medication, including over-the-counter medications, unless specifically directed to do so by the Parents. The Parents understand the Nanny will require a written request for administering any medicines. In addition, all prescribed medicines must remain in their original packaging with the Doctor's instructions. All medicine administered by the Parents or Nanny must be logged with exact dosages and the time given so that no overdosing can occur.
8. **Emergency Situations:** In the case of any emergency, the Nanny will contact the Parents immediately. If necessary, the Nanny must not hesitate to call 911 or the Poison Control Center, prior to calling the Parents. In any emergency, if the Parents cannot be reached, the Nanny is to contact \_\_\_\_\_ (nearest relative or trusted friend). If the situation warrants immediate action or if the phones are inoperative, the Nanny may try to get assistance from the neighbors. A list of phone numbers will be posted for emergency use by the kitchen and \_\_\_\_\_ (upstairs or alternate) phones.
9. **Authorization to Treat a Minor:** The Parents will sign and date two "Authorization to Treat a Minor" cards per child: one to be put on file at their pediatrician's office, the other held in the Nanny's possession. In the unlikely event of an emergency, if the Parents cannot be reached by the Nanny, the Doctor and/or the Hospital, it allows the Doctor to ask permission of the Nanny to administer any medically necessary care to the child(ren). If the Nanny is required to give authorization to medical personnel to treat the child(ren), the Parents understand that all medical care administered would be on the advice and at the discretion of *medical personnel only*, and the Nanny cannot be held liable/responsible for the decisions made by said medical personnel. Furthermore, the Nanny cannot be held liable/responsible for any medical bills incurred by such medical attention.
10. **General House Rules:** The rules listed below must be followed. To make an exception to any of these rules requires the verbal consent from one of the Parents or the presence of an emergency situation.
  - a. No visitors, except on prior notification and approval of the parents.
  - b. The Nanny is not required to receive any guests for the Parents.
  - c. The Nanny will not be required to call, supervise or advise any maintenance personnel, including, but not limited to, gardeners, pool men, painters, carpet cleaners, handymen, exterminators, etc.
  - d. No service or maintenance personnel whatsoever inside the house. If service or maintenance personnel are needed for repair while the Nanny is present, one Parent will be present before arrival of and through the entire visit of said service personnel.
  - e. The Nanny is in no way responsible for work that is not completed or done because the Parents did not notify the Nanny of scheduled work, or make themselves available to supervise said work.
  - f. No long distance or collect calls, except in the case of an emergency or previous notification of the Parents.
  - g. Only short and occasional local calls (during nap times or other free times).
  - h. The Nanny is not required to answer the telephone to take messages, nor is she required to deliver messages to callers. She is not required to receive any mail or packages, nor sign for any mail or packages, although doing so does not hold her liable in any way whatsoever if said call or package would have been refused by the Parents.

- i. No unapproved rides in any cars.
  - j. The house is to be kept locked at all times.
  - k. Report any suspicious visitors or phone calls to the Parents immediately.
  - l. Report to the Parents immediately any falls or injuries occurring to the children or the Nanny.
  - m. The Nanny must inform the Parents if she is feeling ill.
  - n. When answering the phone, the Nanny will use the family's name, i.e. "Smiths' residence", and state that the Parents are "not available" and take a message. The Nanny will not give any other information about the household, unless given direct permission by the parents to speak freely with the caller, i.e. a grandparent or other relative; and will never indicate that she is alone with small children. In addition, the Parents will never indicate to anyone that the Nanny will be there alone with the children.
  - o. Both the Parents and the Nanny are to maintain a play area for the children that is free from potential dangers, i.e. choking/strangulation hazards, breakables within children's reach, etc.
  - p. The Parents are to maintain a safe working environment for the Nanny at all times. This includes, but is not limited to, the following points:
    - . If the need for fumigation/bug spraying becomes necessary, it will be scheduled for Friday, and the Nanny will not be expected to enter the work area for at least two (2) days. If fumigation/extermination takes place Monday-Thursday, the Nanny is willing to watch her charges at another location for no less than two (2) days to allow for the air to become as clear from the fumes as possible. Otherwise, the Nanny will not be expected to return to work for at least two (2) working days, and will be paid her usual weekly salary.
    - i. The Nanny is expected to have a smoke-free environment.
11. **Sick Time:** Obviously, a healthy Nanny is an important criterion for this position. But on those days where the Nanny is too sick to work, the Nanny must notify the Parents by \_\_\_\_\_ a.m. that morning at the absolute latest. After the first two (2) months of employment, the Nanny will be entitled to no less than ten (10) paid sick days. The Nanny shall have no less than ten (10) paid sick days available during any calendar year. Paid sick time cannot be carried over into the next calendar year nor is pay for unused sick time to be expected.
12. **Vacation:** After the first two months of employment, the Nanny is entitled to no less than ten (10) days of paid vacation time per year. This vacation time cannot be accrued from one year to the next nor is pay for unused vacation time to be expected.. The Nanny agrees not to take her sick time and vacation time in sequence.
- a. The Nanny is encouraged, but not required to coordinate her vacation with that of the Parents. In any event, the Nanny is required to give the Parents at least 2 weeks notice. To the best of her ability, the Nanny will work with the Parents to schedule her vacation.
  - b. In the event of the Parents' vacation, the Nanny may be required to continue care for the children. If the Nanny cares for the children during the Parents' vacation, she shall be compensated at a rate of \$\_\_\_\_\_/night, in addition to her regular weekly salary. If the Nanny is not required to care for the children during the Parents' vacation, she will be compensated at her full weekly salary nevertheless. The Nanny must be notified at least two (2) weeks before any scheduled vacation the family takes.
  - c. If the Parents invite the Nanny to go to their vacation destination with the family, all travel related expenses will be paid by the Parents. The Nanny's responsibilities will remain the same to the children: to maintain their schedule as

best as possible while exposing them to the new environment. Under no circumstances is the Nanny *required* to join the family on their vacations.

13. **Personal Days:** As with all people, the Nanny will occasionally require a visit to the dentist/doctor, or may require some personal time for another reason. After the initial 2 months of employment, the Nanny shall be entitled to no less than five (5) paid personal days, not to be used as or in conjunction with vacation days, or sick days. Insofar as possible, the Nanny will give at least one (1) week's notice before taking a personal day. The Nanny is not required to reveal her plans to the Parents about her personal days. The nanny may 'stretch' her personal days by using them in half-day increments. It is understood that any additional time taken as personal time will go uncompensated.
14. **Additional Days Off:** If either Parent tells the Nanny to take the day off, there will be no pay-docking, or 'making up the time' in babysitting hours or otherwise. The Nanny will not be expected to use her personal time, vacation time, or sick time to compensate for the hours given to her.
15. **Paid Holidays:** The following nine (9) days are paid holidays for the Nanny: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day and the following Friday; Christmas Eve; Christmas Day; New Year's Eve.
16. **Communication:** Good communication is essential. Problems and issues with the children's behavior, routine, Nanny's duties, or other matters should be brought to the attention of the Parents as soon as they occur. Likewise, if the Parents have any problems with the aforementioned issues, the Parents should bring them to the attention of the Nanny as soon as they occur. The Nanny promises to be honest and up-front with the Parents regarding all aspects of the children's care and in return asks the same of the Parents. All issues will be resolved with good communication and not recriminatory confrontation.
17. **Notice to Quit/Termination:** The Nanny agrees to provide the Parents with at least 3 weeks notice prior to leaving employment and the Parents agree to provide 3 weeks notice before terminating the Nanny unless the personal safety of either the Nanny or the Children are involved. If such is the case, the Nanny can leave employment immediately or will be asked by the Parents to leave employment immediately. Upon notice to terminate this agreement, the Nanny promises to provide as much assistance to the Parents to secure high-quality child care, and the Parents promise to be a reference for the Nanny for any future job she may seek. Upon termination of this contract, Parents will provide the Nanny with a written reference entailing job responsibilities, performance, etc., as well as agreeing to provide a verbal phone reference to any prospective employers. The Nanny, in turn, will provide, to any potential child care providers, an impartial written and oral reference for the family as employers.
18. **Amendment:** This agreement may be amended in writing from time to time upon the agreement of all parties. No amendment or modification hereof shall be valid unless it is in writing and signed by all the parties.
19. **Invalid Provisions:** The invalidity or unenforceability of any particular provision hereof shall not affect the other provisions hereof, and this agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
20. **Waiver:** No right under this contract shall be waived (lost) merely by delaying or failing to exercise it. Consent to one act shall not be considered consent to any other or subsequent acts. Any waiver or a default under this agreement must be in writing and shall not be a waiver of any other default concerning the same or any other provisions of this agreement.
21. **Governing Law:** This agreement shall be governed by and interpreted in accordance with the laws of the State of California. And all parties understand the terms in this contract, and understand that disregard of these terms is grounds for termination of this contract.
22. A signed agreement represents that the following parties mutually agree to the job conditions and description as outlined in this agreement.

Parent: \_\_\_\_\_ Date: \_\_\_\_\_

Parent: \_\_\_\_\_ Date: \_\_\_\_\_

Nanny: \_\_\_\_\_ Date: \_\_\_\_\_

**The above contract is based on the 'Personal Experience' of many nannies and parents. It is not intended to be a substitution for the legal advice of a qualified attorney. The advice given through this website should not be substituted for independent legal or professional counsel.**