

TEMPLATE FOR DRAFTING A NANNY EMPLOYMENT AGREEMENT

Adventure Nannies has drafted hundreds of employment agreements, working as a liaison between the hiring party and candidates to agree on terms of employment that suit each party's needs.



When hiring a nanny as a part of the family team, it is essential to create a comprehensive employment agreement. Having a well drawn-out contract allows both the candidate and the hiring family team to establish expectations, boundaries, compensation terms and more, alleviating surprises or disappointment down the road for all involved parties. While there are some basic considerations that should be made

for every nanny contract, it is important to include specific information to your nanny's role to ensure that all parties are confident in the terms of employment.

The Basics:

- **Schedule**

Outline the general schedule and any flexibility that will be required of the candidate, such as flexibility with weekends or travel. This is a great place to make contingency plans for when the nanny is unable to work, due to sickness, leave or PTO.

- **Compensation + Benefits**

As domestic employees, all nannies should receive hourly pay and a W-2. Nannies' compensation structure can differ depending on the role and responsibilities. If the family is guaranteeing 40+ hours per week, writing it out in the contract will offer the candidate peace of mind. If compensation will differ with travel or overtime, depending on all applicable state and local laws, it is necessary to include that information in the contract. List all benefits, including paid vacation, holidays, sick days, personal days, health insurance stipends, professional advancement days, educational reimbursement, retirement, museum memberships, health club membership and any other benefits that the family may be offering in the agreement.

- **Holidays**

If there are paid or unpaid holiday dates that the family will or will not require the nanny to work, note these dates in this section. Specify the details of requesting vacation time and how much advance notice will be required of the candidate in order to best suit the needs of the family team.

- **Duties + Responsibilities**

Include all basic daily duties and pertinent details, including and not limited to childcare, food preparation, driving, family assisting duties, any light housework that is expected of the candidate. Details and daily expectations should be outlined as clearly as possible to give the candidate a picture of the day-to-day work environment. Be sure to address issues that may arise in the near future, for instance, the plan in terms of expectations and compensation if the family adds an additional child to their family.

- **Confidentiality**

Most families require anyone working in their home to agree to some sort of confidentiality agreement or non-disclosure agreement. Families can opt to add the terms of confidentiality in the agreement or ask that the candidate sign a separate NDA.

- **House Rules**

If the family has a set of house rules, or any rules regarding the children, include that information within this section. Specify, if

any, which rules are specific to the candidate and which are only for parents. Include information about screen time, play dates, emergency plans and more. Include a household manual if available. If the candidate is living in, note any specific guidelines you would like followed while they are living in the family home.

- **Authorization To Treat**

In the event that one of the charges becomes ill or is injured on the candidate's watch, include instructions as well as a copy of the family's health insurance card, preferred clinician's and hospitals, and any other pertinent medical information about your child. In order to act swiftly and methodically in the event of an injury or illness, provide the candidate with a physical and digital copy of an 'authorization to treat a minor' form within the agreement.

- **Evaluation + Communication**

Any information regarding weekly and monthly check-ins with the family or team, as well as performance reviews and their frequency (quarterly, bi-annually, yearly). If there will be incremental pay increases in relation to performance, note the expected amount or percentage.

Beyond the basics:

- **Job Abandonment Clause**

Specify the number of days that the nanny can be absent (no call, no show) from work before they are considered to have resigned. While this is rare, it is helpful to have this clause in the event that it occurs and the family needs to begin the hiring process again.

- **Food Allergies + Preferences**

If one of the children under the candidate's care has a food allergy, including any dietary restrictions and specific foods/ingredients that the child is unable to consume should be included in the contract. Including any preferences for the children's diet, such as a vegan/vegetarian diet, limiting sweets, or timing (ie, no snacks after 8pm).

- **Live-In Candidates**

If the candidate will be living in the family's home or a family-provided accommodation, outline the terms if the candidate is let go. Local and state eviction laws may apply to these situations, so families should be sure to check the legal terms and include them in the employment agreement.

Adventure Nannies is a nationwide recruitment agency focused on providing nannies, private educators, newborn care specialists, and inspiring role models for globally-minded and progressive families. We go to the ends of the earth for our clients and pride ourselves in finding unicorns. We are

*proud to work with and represent families and candidates
from all backgrounds and walks of life.*

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