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**Nanny Employment Contract Template**

Welcome to our family!  We look forward to a long and mutually beneficial relationship.  To make sure we all understand each other’s expectations relating to this arrangement, this Nanny Agreement outlines the scope of our agreement regarding each side’s duties and expectations relating to your employment as a nanny for our children.  Because the childrens’ schedules and needs will adapt over time, expect that changes will be made over time and that we will work together with the goal of meeting their needs.

This is a legally enforceable document, so make sure you understand and agree to everything in it before signing.  Please ask if you have any questions.

**PARTIES**

This Nanny Agreement is being entered into between the [FAMILY] Family (by [SIGNATOR], referred to in this document as “Family”) and [NANNY] (“Nanny”) on [DATE].

Family’s residence is [FAMILY STREET ADDRESS], [FAMILY CITY], [FAMILY STATE], [POSTCODE ] (“Family Residence”).

Nanny’s home address is [NANNY STREET ADDRESS], [NANNY CITY], [NANNY STATE], [NANNY ZIP].

Contact phone numbers for the Family are –

Primary: [PRIMARY NAME], [PRIMARY PHONE NO 1] or [PRIMARY PHONE NO 2]

Emergency: [SECONDARY NAME], [SECONDARY PHONE NO 1] OR [SECONDARY PHONE NO 2]

Contact phone numbers for the Nanny are –

Nanny:  [NANNY PHONE NO 1] or [NANNY PHONE NO 2]

Other contact person for Nanny:  [OTHER CONTACT NAME], [OTHER CONTACT CONNECTION], [OTHER CONTACT PHONE NO]

**CHILDREN**

Nanny is being hired to provide childcare for the following Family children:

[CHILD NAME 1], [CHILD 1 DOB]

[CHILD NAME 2], [CHILD 2 DOB]

[CHILD NAME 3], [CHILD 3 DOB]

[CHILD NAME 4], [CHILD 4 DOB]

(collectively, the “Children”).

**WORK LOCATION**

Childcare provided under this Nanny Agreement will be performed at the Family Residence, unless otherwise indicated.  Nanny will not take the Children to any other location without advance notice and permission of the Family.

In addition to childcare at the Family Residence, Nanny will transport one or more children to and from school or activities as follows: [TRANSPORTATION DETAILS]

ANA Tip:  Include routine transportation, such as to/from school or sporting events, and perhaps also a general clause “and as requested by the Family from time to time.”  Include any details about having a personal vehicle and maintaining insurance on it should be included in the Job Responsibilities section, below.

**SCHEDULE**

Nanny will provide childcare for the Children beginning on or after the following Start Date:  [START DATE] and services will continue until this Nanny Agreement is terminated by either Party according to the terms of this Agreement.

Nanny will work for the Family for approximately [WEEKLY HOUR ESTIMATE] hours per week, and [DAYS PER WEEK ESTIMATE] days per week.

The usual work schedule for the Nanny as of the start of this Nanny Agreement will be as set forth in the attached Appendix A.  This schedule will be modified by mutual agreement of the Parties from time to time as required by the Family’s, Nanny’s, or the Childrens’ schedules.

JOB RESPONSIBILITIES

Nanny agrees to perform the following duties for the Family and the Children:

[DUTIES]

Nanny is not expected to perform the following duties:

[EXCLUSION FROM DUTIES]

ANA Tip:  This section should have details such as picking up children from school, supervising play, helping with homework, providing age-appropriate activities, transporting children to/from sports, etc.  Also exclude things that might be a matter of confusion.  Is the nanny required to cook? clean? take out the bin?  The goal is to outline responsibilities such that each side has a clear view of whether they are being done and done properly.

Family has also advised Nanny of the following matters of special concern relating to care of the children and Nanny agrees to take all reasonable and necessary steps to handle care of the children in accordance with their needs implicated by those matters:

[SPECIAL CONCERNS]

ANA tip:  Include things such as food allergies or medical conditions.  These will, of course, be matters with much more detailed instructions and information, but they should be acknowledged in the Nanny Agreement.

USE OF FAMILY’S RESIDENCE AND PERSONAL PROPERTY

In performance of the job responsibilities under this Nanny Agreement, Nanny will be allowed to be in the Family Residence during work hours, and will be permitted to use the following personal property of the Family in conjunction with Nanny’s responsibilities:  [PERSONAL PROPERTY]

ANA Tip:  This is the place to discuss use of vehicles, use of the kitchen, anything that is of importance to you in your house and property to which you want to limit access.  For example, is the Nanny allowed to use the personal computers in the home? the phone? the pool in the backyard?

The following is prohibited conduct by the Nanny: [PROHIBITED CONDUCT].

ANA Tip:  Include such things as smoking, and other conduct about which you want no ambiguity.

**RENUMERATION**

Nanny will be paid a regularly hourly rate of $[HOURLY RATE] per hour or annual salary.  As a general matter, Nanny will not be asked to work more than 38-hours within a week unless it is on a mutually agreed casual basis. Additional hours will require payment of additional hours on the agreed hourly rate of [HOURLY RATE] under the National Employment Standards – Fair Work.

Nanny’s pay under this Nanny Agreement will be treated as an employee, not payments to an independent contractor, and thus the Family will make tax withholding as required by law, and issue a payslip either weekly or fortnightly and an annual payment summary at the end of each financial year.

Nanny will provide a written list of the hours worked to Family [HOW FREQUENTLY] and will be paid for those hours [WHEN PAYMENTS MADE] by way of a timesheet.

ANA Tip:  Consult with a tax professional to make sure the appropriate paperwork is being kept and provided.

Nanny will also be paid for mileage incurred in conjunction with transporting the Children per this Agreement at a rate of $[MILEAGE REIMBURSEMENT RATE] per kms as per the recommended ATO mileage alllowance.  A record of such mileage will be provided by Nanny to Family once a fortnight, and be reimbursed along with the next pay period.

Nanny will also be reimbursed for any out-of-pocket expense made on behalf of the Children, or in conjunction with performing the job responsibilities under this Nanny Agreement (for example, entrance fees to the zoo, or cost of food for children), within [REIMBURSEMENT TIMEFRAME] days of submitting receipts for reimbursement to the Family as pre-approved by the family.

Nanny will also receive the following benefits: [BENEFITS].

ANA Tip:  This is where you would identify any additional benefits, such as perhaps transportation costs, parking costs, health insurance, payments towards school costs, any other type of compensation provided.

Nanny will receive paid time off as per the National Employent Standards as follows [PAID TIME OFF], or in the minimum amounts and type required by law.

**CONFIDENTIALITY**

Nanny understands and agrees that as a result of her work with the Family and Children, he/she will have access to private information (including medical, financial, legal, career, and educational) that must be kept strictly confidential and may not be disclosed to any third party for any reason.  This confidentiality obligation survives termination of this Agreement, meaning Nanny cannot disclose information even after leaving the Family’s employ, whether with or without cause.

This confidentiality obligation includes a prohibition of providing any of the following on social media without the Family’s explicit consent – direct or indirect information about the location or schedule of the Children or the Family, or posting of pictures of the Children, Family, or Family Residence at any time.

The only exceptions to this confidentiality obligation are the following:  (1) an immediate threat to the health, safety, and welfare of the Family or the Children (for example, calling 000 in the event of a medical emergency); (2) being compelled to produce information by a court or governmenta agency (for example, by a subpoena).  In the event of any effort to compel production of information, Nanny shall immediately advise the Family of the effort to enable any appropriate objections to be made.

**TERMINATION OF AGREEMENT**

Employment of Nanny under this Nanny Agreement is an at-will employment arrangement, meaning that either the Nanny or the Family can terminate this Agreement with or without cause.  To protect both sides to this Agreement, however, termination of this Agreement can only be done in the following manner.

The Family may terminate this Nanny Agreement for cause for any of the following reasons:  jeopardizing the safety or well-being of any of the Children or other family members, repeated lateness, inconsistent or inadequate performance of job responsibilities, theft, dishonesty with Children or family members, misuse of Family Residence or personal property, breach of confidentiality agreement, allowing unauthorized guests to be in the Family Residence, consumption of, or being impaired by, alcohol or drugs of any kind while working (with the exclusion of properly used prescription medications that do not impair Nanny’s ability to care for the Children), any criminal activity whether on or off duty.  In the event of termination for cause as described here, the Family is not required to provide any advance notice.  The Family will simply provide a written notice of termination (handwritten is acceptable) to Nanny setting forth the reason for termination and the date and time of such termination.  In the event of termination for cause, Family will submit payment to Nanny for time worked up until the date and time of termination within 48 hours of termination, and Nanny will at that time turn over any keys, security access cards, or any other property belonging to the Family that is in the Nanny’s possession.

The Nanny may terminate this Nanny Agreement for cause for any of the following reasons: [NANNY TERMINATION CAUSE].  In the event of termination for cause as described here, [NANNY TERMINATION RESULT].

ANA Tip:  It is only fair to outline for the Nanny certain things that hopefully will never occur, but that would warrant the nanny being allowed to get out of the Nanny Agreement’s 2-week notice provision below.  This would likely include criminal conduct on the part of the Family or Children, knowledge of child abuse going on, abusive behavior towards the Nanny, or similar types of conduct.  By including this clause you are setting a standard of conduct for the Family too.

Either Family or Nanny may terminate this Nanny Agreement without specifying any reason by written [WEEKS NOTICE] week notice indicating the last date of work.

Both the Family and Nanny agreed to act reasonably with each other and with the Children with respect to any termination of this Nanny Agreement to minimise any disruption to the Children emotionally or educationally.  Nanny will respect the Family’s decision regarding when and how to tell the Children about any impending change in Nanny’s employment.

ANA Tip:  There are many reasons why either side would want to terminate the Nanny Agreement for reasons other than fault of the other party.  This allows for such termination, but in a manner that allows both sides to wrap up things in a manner that minimally impacts the other.

**REPRESENTATIONS**

Nanny represents and warrants to the Family that Nanny has been truthful and complete in all information provided to Family regarding qualifications, job history, and prior conduct and understands that if Nanny has not been accurate, truthful and complete in disclosure, that will be grounds for immediate termination of this Nanny Agreement.

Family reserves the right at any time to conduct a complete criminal background check and/or check of any references or prior employers of Nanny and disclosure of any information in regards to such checks discloses any matter that Family believes would impact the propriety of Nanny continuing to work for Family, it will be grounds for immediate termination of this Agreement, unless such action would be prohibited by law.

ANA Tip:  The final sentence is a reminder that certain types of adverse employment actions are prohibited by law, such as discriminating on the basis of race, gender, marital status, etc.

**OTHER TERMS**

[OTHER AGREEMENT TERMS]

This Nanny Agreement may be modified from time to time by the Parties in writing, however, any substantial change in scope of duties, schedule, or compensation need not be agreed to by the other Party and may be the basis for termination of this Nanny Agreement without cause.

Nanny (Employee) agrees to be fully bound by the terms of this Nanny Agreement.

Nanny Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Family (Employer) agrees to be fully bound by the terms of this Nanny Agreement.

Family Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

APPENDIX A

General work schedule

Unless modified by the Parties, the usual hours of work for Nanny will be as follows:

Monday        [MONDAY GENERAL HOURS]

Tuesday       [TUESDAY GENERAL HOURS]

Wednesday   [WEDNESDAY GENERAL HOURS]

Thursday      [THURSDAY GENERAL HOURS]

Friday           [FRIDAY GENERAL HOURS]

Saturday       [SATURDAY GENERAL HOURS]

Sunday         [SUNDAY GENERAL HOURS]

Holidays

[HOLIDAY SCHEDULE]

ANA tip:  Include or exclude specific holidays so expectations are known between the family and the nanny.