

Calm Parent
Sample Nanny Agreement

Nanny Agreement

Parents' Information

Parents: [Full Legal Name(s) of Parent(s)]
(the "Parent(s)")

Address: [Complete Mailing Address]

Contact Numbers: [Parent's Name] Cell: [Number]
[Parent's Name] Cell: [Number]

Email: [Parent's Name]: [Email]
[Parent's Name]: [Email]

Nanny Information

Nanny: [Full Legal Name of Childcare Provider] (the "Nanny")

Cell Phone: [Cell Number]

Email: [Email]

Address: [Complete Mailing Address]

Children

Name: [First Child's Name]	Gender: [M]	DOB: [Month, Day, Year]
Name: [First Child's Name]	Gender: [M]	DOB: [Month, Day, Year]
Name: [First Child's Name]	Gender: [M]	DOB: [Month, Day, Year]

(each a "Child".)

1. Agreement

This Agreement is between the Parents and the Nanny, effective [Month, Day, Year]. Commencing on the effective date, the Nanny agrees to provide care for each Child and any other children as may be mutually agreed to by the Parents and Nanny from time to time (collectively, the "Children") in accordance with the terms of and in return for the compensation set out in this Agreement. This agreement shall terminate on [Month, Day, Year].

Any amendment to this Agreement must be made in writing and agreed to by both the Parents and the Nanny.

The Nanny will be the employee of the Parents and will report to the Parents.

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2. Nanny's Work Schedule

Nanny will be provided a schedule at least two weeks in advance from the Parents. The schedule is based on a [40] hour week with [10 hours] a week expected overtime.

Both parties agree to make every reasonable effort to adhere to the predetermined schedule and to be punctual at all times. Both parties agree to adapt to emergency situations if they should occur.

3. Nanny's Compensation

The Nanny will be paid [Currency \$♥] gross per month (the "Salary"). In the event that the parties agree to a nanny share, the Parents will be responsible for paying the portion of the Salary not paid by other parents of the other child. The Nanny will be paid twice a month on the [15th and last day of the month]. In the event the Nanny is required to work in excess of 10 hours per day, overtime will be paid at the rate of [Currency \$♥] per extra hour in addition to the Salary.

The Parents will provide the Nanny with a detailed earnings statement stating amounts paid at regular wage and for overtime. The Nanny will be paid and otherwise treated as an employee and the Parents will remit the Nanny's contributions to [Canada Pension Plan, Employment Insurance, taxes withheld to the Receiver General] and any other contributions normally required as part of an employment relationship. The Parents will provide the Nanny with a T4 slip for each calendar year.

4. Job Description

The parties agree that childcare is the Nanny's first priority at all times. The primary concern of the Nanny is to ensure the health, safety and well being of the Children. The Nanny is also responsible for [grocery shopping based on lists provided by the Parents, tidying up after the Children and herself in order to maintain a tidy house (including doing dishes and sanitizing baby bottles, loading and unloading the dishwasher, cleaning the house including vacuuming and cleaning fingerprints off walls, etc., as appropriate) and attending to the Children's laundry, as time permits].

Nanny will be provided a schedule [at least two weeks in advance] from the Parents outlining the applicable responsibilities of the Nanny with respect to the Children's schedule(s) and Parents' household. The Nanny shall not take the Children out of the home (with exception to the parks and surrounding area in [Parent(s) Neighborhood] and upon instruction from the Parents with respect to a certain activity which the Children will need to be driven to) or drive in a vehicle with the Children without the express consent from the Parents.

5. Benefits

- a. **Meals.** The Parents will provide all food required to prepare nutritious meals, snacks and beverages for the Nanny and the Children during normal working hours. The Nanny will notify the Parents of any specific grocery requirements or requests as necessary.
- b. **Vacation.** The Nanny is entitled to [two weeks paid vacation per contract year] and should be taken in conjunction with the Parents wherever possible. Any additional time that the Parents are away and do not need the services of the Nanny, they will be paid regular Salary. Any time off requested and approved must be [at least one month in advance].

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- c. **Sick Days.** The Nanny agrees to give the Parents as much notice as possible for days they do not feel fit for work, and must notify the Parents if they have a cold, cough, flu, fever or other symptoms of an infectious or contagious illness (including, but not limited to runny nose, loss of taste/smell), in which case the Parents may require the Nanny to take time off until such symptoms have disappeared or a doctor has confirmed via note the Nanny will not expose the Children to such illness. The Nanny is entitled to sick days as required by applicable employment standards laws.
- d. **Expenses.** The Parents will reimburse the Nanny for all authorized expenses incurred by the Nanny while caring for the Children, which are approved by the Parents in advance.
- e. **Statutory Holidays.** If the Nanny works on a statutory holiday, then they will be paid in accordance with applicable employment standards laws and regulations or as agreed between the Nanny and the Parents.

6. Confidentiality

During the course of employment, the Nanny may legitimately see, hear or otherwise become privy to information about the Parents and Children. It is understood and agreed that all information relating to the Parents and Children, including but not limited to health, financial, household or career, is confidential information which may not be disclosed to anyone without the written consent of the Parent, except as may be required by law. The Nanny agrees to keep all of the terms of this Agreement confidential and will not discuss any of the items in this Agreement with any other employees, contractors, or consultants working with the Parents or the Children.

7. Accuracy and Completeness of Information

The Nanny represents and warrants that the information contained in or provided in the course of their application or interview for this position is accurate in all material respects, and that they did not omit any material information that was requested. Further, the Nanny represents and warrants that they do not have a criminal record, that they are permitted to work in [Canada] for any employer of their choice (and as at the date of this Agreement is not being sponsored by an employer to work in [Canada]), and that they have a valid driver's license. The Nanny agrees to promptly notify the Parents in the event of any suspension or termination of the driver's license and/or if they get a criminal record.

8. Miscellaneous

- a. **Notice.** Either party may terminate this Agreement or the Nanny's employment after the expiry of a [three month probationary period] by providing written notice to the other party at least one calendar month in advance of the date of termination (except in the event that the Nanny's employment is terminated for cause, in which case no notice or pay in lieu thereof is required). The Parents may also terminate this Agreement with less than once calendar month's notice to the Nanny, in which case, in lieu of notice, the Nanny shall be paid an additional lump sum amount equal to two weeks' pay. The Parents are required to adhere to all the rules pertaining to the [applicable Employment Standards Act].

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- b. Entire Agreement.** This Agreement is the complete and exclusive agreement between the parties and supersedes all oral and written communications. No amendment to this Agreement is effective unless made in writing and signed by all parties to this Agreement. No waiver related to this Agreement will be effective unless made in writing and signed by the party purporting to give the same, and unless otherwise provided, will be limited to the specific breach which is waived. If any provision of this Agreement is held to be unenforceable, then that provision will be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded. In either case the rest of the agreement will remain in effect as written.
- c. Interpretation.** The descriptive headings/captions in this Agreement are for convenience only and are not intended to be part of, or to affect the interpretation of, this Agreement. Unless otherwise indicated herein, all capitalized terms used in this Agreement shall have the meaning ascribed herein.
- d. Counterpart.** This Agreement may be signed in any number of counterparts, each of which is an original, and all of which taken together constitute one single document.
- e. Governing Law.** This Agreement is governed by and interpreted under the laws of the [City, Province], without regard to its choice of law rules. Neither party shall bring any action or proceeding arising out of this agreement except in the judicial district of [City, Province]; provided however, that this shall not restrict either party's right to appeal.

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