



Morningside Nannies
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FAMILY AND NANNY AGREEMENT

This Family and Nanny Agreement (the "Agreement") is offered as a general guide and should be customized to your particular circumstance. However this Agreement cannot anticipate all possible circumstances or all applicable legal requirements and is NOT legal or tax advice. The parties to the Agreement should have it reviewed by an attorney as well as their tax, payroll and financial advisors before implementing this Agreement.

FAMILY CONTACT INFORMATION

Parent 1:		Parent 2:	
Street Address:			City:
State:	Zip Code:	Phone:	Email:

NANNY CONTACT INFORMATION

Name of Nanny:		Phone:	
Street Address:			
City:	State:	Zip Code:	Email:

CHILD/REN	GENDER	DATE OF BIRTH	SCHOOL AND GRADE
	Male <input type="checkbox"/> Female <input type="checkbox"/>		
	Male <input type="checkbox"/> Female <input type="checkbox"/>		
	Male <input type="checkbox"/> Female <input type="checkbox"/>		
	Male <input type="checkbox"/> Female <input type="checkbox"/>		

I. Commitment to Quality Child Care:

The Nanny agrees to provide consistent high quality child care to meet the child/dren's physical, emotional, social and intellectual needs based on the Family's directives. (A detailed job description can be attached to this Agreement.)

Comments: _____

II. Nanny's Work Schedule:

Monday _____ to _____ Thursday _____ to _____
Tuesday _____ to _____ Friday _____ to _____
Wednesday _____ to _____ _____ to _____

Variations: _____

Nanny and Family agree to make reasonable efforts to adhere to the above schedule. However both parties agree to be flexible and understand that there may be changes to this schedule. This schedule is also not a guarantee of hours worked.

III. Nanny's Compensation:

A. AS THE NANNY'S EMPLOYER, THE FAMILY HAS CERTAIN LEGAL AND TAX OBLIGATIONS

The Nanny's portion of Social Security and Medicare (7.65% of gross pay), as well as any other legally required employee taxes must be withheld from the Nanny's gross compensation. The parties to this Agreement may also agree to withhold personal income taxes as allowed by law.

1. Gross Hourly Wage Rate: \$_____

Please note that federal, state and local minimum wage laws may apply. The parties to this Agreement should consult with their legal, payroll and financial advisors regarding this issue.

The Family will pay the Nanny (state payroll frequency here): _____

Overtime may be required. Nannies and Families should consult with their legal, payroll and financial advisors to determine if and when overtime or other legal requirements may apply.

2. Nanny will be paid by: ☐ Direct Deposit ☐ Check ☐ Payroll Company

3. Other miscellaneous compensation (may include INA membership, conference attendance, health club membership, train pass, nanny support group dues, continuing education, etc.)

The Family will pay for the Nanny's INA membership at the appropriate rate.

B. NANNY'S BENEFITS

1. **Insurance** (please check where appropriate):

Health insurance provided by Family ☐ Yes ☐ No Type: _____

Some jurisdictions may require employers to pay for an employee's health insurance. Please consult with your legal, payroll and financial advisors about such situations.

Percentage of premium paid _____%

☐ Automobile insurance coverage provided by Family Nanny's Car ____% Paid Family's Car ____% Paid

☐ The Family agrees to provide worker's compensation coverage if and as required by law.

2. **Vehicle** (please check where appropriate):

☐ Nanny provides. Mileage compensated for work related use at the rate of _____ cents per mile.

Mileage reimbursement must be at the minimum required by state or federal law, whichever is higher.

☐ Family provides for work-related use only.

☐ Family provides for occasional personal use.

☐ Family provides for personal use with employer's permission.

☐ Family provides for full personal use with a _____ mile limit per month or a driving radius of _____ miles.

Nanny has been instructed on proper use of car seat. ☐ Yes ☐ No

Additional car rules:

3. Meals

- ☐ Family will provide all necessary food to prepare nutritious meals, snacks and beverages for Nanny and child/ren during working hours.
- ☐ Nanny is responsible for providing her own food during work.

Food items requested by Nanny: _____

4. Paid Time Off

Paid time off may be required in certain jurisdictions. The parties to this Agreement should consult with an attorney licensed to practice in their jurisdiction to determine if there are requirements regarding paid time off. The fields below are merely informational guides and are not meant as formal advice as to whether or not any paid time off is required, and or any legal requirements regarding paid time off.

- a. Vacation: Family agrees to provide the Nanny _____ week(s) of paid vacation per year. The vacation will accrue at a rate of ____ hours/days per month of the Nanny's work for the Family.

Other/Comments: _____

If Nanny requires days off, she is required to give Family as much notice as reasonably possible or as required by law, and ideally _____ days' notice.

- b. When the Family travels or has personal days and does not need the Nanny to work, the Nanny

☐ Will ☐ Will not be paid

If the Family opts to pay the Nanny, the Family will pay the Nanny \$_____ per day for any such non-working days.

- c. Sick Days: ☐ Paid ☐ Not paid How many? _____ Conditions: _____
Sick days may be required by law in certain jurisdictions. Please consult with your attorney

Personal Days: ☐ Paid ☐ Not paid How many? _____ Conditions: _____

- d. Paid/Unpaid Holidays

(please check where appropriate)

New Years Eve	<input type="checkbox"/> Off	<input type="checkbox"/> Paid	Thanksgiving Day	<input type="checkbox"/> Off	<input type="checkbox"/> Paid
New Years Day	<input type="checkbox"/> Off	<input type="checkbox"/> Paid	Day After Thanksgiving	<input type="checkbox"/> Off	<input type="checkbox"/> Paid
Memorial Day	<input type="checkbox"/> Off	<input type="checkbox"/> Paid	Christmas Eve	<input type="checkbox"/> Off	<input type="checkbox"/> Paid
4th of July	<input type="checkbox"/> Off	<input type="checkbox"/> Paid	Christmas Day	<input type="checkbox"/> Off	<input type="checkbox"/> Paid
Labor Day	<input type="checkbox"/> Off	<input type="checkbox"/> Paid	Martin Luther King Day	<input type="checkbox"/> Off	<input type="checkbox"/> Paid

Others:

_____ ☐ Off ☐ Paid
_____ ☐ Off ☐ Paid

IV. TYPICAL DAILY SCHEDULE

MONDAY	
TUESDAY	
WEDNESDAY	
THURSDAY	
FRIDAY	
SATURDAY	
SUNDAY	

V. TERMINATION/RENEWAL

Unless otherwise required by law, the Nanny's employment with the Family is at-will. Either side may terminate the employment relationship with no notice to the maximum extent allowed by law. However, the parties agree that they will reasonably attempt to provide each other with reasonable notice under the existing circumstances – defined solely at the discretion of the party providing notice – of terminating the employment relationship.

VI. ADDENDUM

There are _____ additional pages attached that are a part of this Agreement. We have read, discussed and agreed to the attached terms and conditions set forth on those pages.

The parties acknowledge that they have read and understand all the terms and conditions set forth in this Agreement. This instrument constitutes the entire Agreement and all prior negotiations and understandings have been merged herein. No modifications of this Agreement shall be valid unless in writing and executed by the parties.

Nanny's Signature

Date

Parent's Signature

Date

Parent's Signature

Date

Family, Nanny and Morningside Nannies should receive a copy of this Agreement.

Disclaimer:

The International Nanny Association ("INA") and Morningside Nannies assume no liability or responsibility for, and make no representations or warranties about, this document or any information, terms, conditions or omissions in this Agreement. Your use of this Agreement is at your own risk. Additionally, INA and Morningside Nannies provide this document for informational use only; it is not legal advice. INA and Morningside Nannies encourage you to consult with an attorney before finalizing and implementing this Agreement.



INA Commitment to Professional Excellence

Respect the contributions of individuals involved in professional in-home child care.

- Maintain high standards of professional conduct.
- Respect and support families in their task of nurturing children.
- Promote the physical, emotional, intellectual and social development of children.
- Support the lifelong process of personal growth and professional development.
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Adapted from the International Nanny Association Nanny/Family Agreement

ADDENDUM

Items that should be discussed ...

This addendum may be attached to the Agreement and addresses the following items:

1. Job Description

The Nanny's job description includes but is not limited to:

Provide for the daily care of the child/ren:

- ☐ Plan and provide age-appropriate activities. (e.g., strolls, reading, games, playground, etc.)
- ☐ Read age-appropriate books to the child/ren every day.
- ☐ Launder the child/ren's clothing and linens.
- ☐ Prepare nutritious meals and snacks for the child/ren. (mindful of special dietary needs or allergies)
- ☐ Clean up cooking and eating area after meals.
- ☐ Tend to child/ren's personal hygiene.
- ☐ Bathe the child/ren.
- ☐ Clean the child/ren's nursery, bathroom and playroom daily.
- ☐ Run child-related errands. (e.g., grocery store, clothing store, birthday party gifts, etc.)
- ☐ Transport the child/ren when and where needed by using:
 - ☐ Nanny's car ☐ Family's car ☐ Public transportation
- ☐ Plan and carry out play dates.

a) Who is responsible for non-child related cleaning duties? _____

If housekeeper, what is the schedule? _____

If Nanny will do housekeeping, please attach a separate detailed description of the duties to the Agreement, addressing the following items:

Laundry: ☐ Family's ☐ Household items (towels, bed linens, etc.)
 ☐ Child/ren's How often? _____

Floors: ☐ Sweep ☐ Daily ☐ Weekly ☐ Mop ☐ Daily ☐ Weekly
 ☐ Vacuum ☐ Daily ☐ Weekly
How often? _____ Which rooms? _____

Kitchen: ☐ Tidy after meal preparation ☐ Empty dishwasher
 ☐ Clean appliances How Often? _____

Cooking: ☐ Prepare child/ren's meals and snacks ☐ Prepare evening meal for the Family
Who will plan meals? _____

Errands: ☐ Grocery Store ☐ Dry Cleaning ☐ Pharmacy ☐ Child/ren's clothes shopping

Projects: ☐ Birthday party planning and helping ☐ Organizing closets/cabinets
When? _____

Bathrooms: ☐ Tub/shower ☐ Vanity/sink ☐ Toilet ☐ Grooming items ☐ Floor
Whose? _____ How Often? _____

Maintenance: ☐ Take trash out ☐ Schedule/oversee household repairs and maintenance
Schedule? _____

Pet Care: Who is responsible for pet care? _____
If Nanny, please describe pet care duties: _____

2. Family's Expectations of the Nanny:

- ☐ Promote physical, emotional, intellectual and social development of the child/ren.
- ☐ Comply as closely as possible with Family's preferences regarding child rearing and discipline.
- ☐ Tend to child/ren's personal hygiene, health, welfare and physical safety.
- ☐ Be reasonably flexible regarding emergencies and unexpected changes in Family's schedule.
- ☐ Maintain a daily log and/or daily communication with Family concerning the child/ren.
- ☐ Be responsible, reliable and punctual at the start of the day and for appointments and activities.
- ☐ Have efficient time management of child care tasks and all other related duties.
- ☐ Promote feelings of security and warmth by enjoying daily cuddle, read and talk time.
- ☐ Read/review any pertinent literature provided by employer in order to promote broader knowledge of child rearing philosophy, education, and child psychology.
- ☐ Actively participate in understanding each child's special problems and interests. Providing solutions to the former and enhancing the latter.
- ☐ Be supportive of the parent-child relationship.

3. The Family will provide for the Nanny:

- ☐ Access to the child/ren's pediatrician or Family physician and teachers for information on child/ren's well-being and development.
- ☐ Adequate funds to cover developmentally appropriate games, books, learning aids and/or outside activities, including but not limited to reimbursement of all work-related expenses.
- ☐ Meet with Nanny _____ times per month to discuss job performance and the events of the past week.

4. Nanny's Expectations of Family:

- ☐ Respect the hours, days, and compensation outlined in this Agreement.
- ☐ Have regular communication from parents regarding job performance, schedule changes, etc.
- ☐ Support of Nanny's "authority" in setting limits with child/ren.
- ☐ Provide a safe, child-proofed home.
- ☐ Respect of Nanny's privacy outside of the job.
- ☐ Respect the fact that the Nanny has a life beyond the job.

5. Household Information:

- a. The Nanny may have friends or relatives visit her in the Family home. ☐ Yes ☐ No
- b. We would like the Nanny to answer the telephone in the following manner: _____

- c. We would prefer that the Nanny address us by our: ☐ Family name ☐ First names _____
- d. The following areas are off limits to the Nanny and child/ren: _____

- e. Our home is child-proofed. ☐ Yes ☐ No
- f. We expect the Nanny to child-proof our home and Family will respect her decisions. ☐ Yes ☐ No
Comments: _____
- g. What is the procedure to follow if the Nanny is locked out of the house? _____

- h. The Nanny will receive a set of keys to our house. ☐ Yes ☐ No
- i. The Nanny will be expected to set our house alarm. ☐ Yes ☐ No (The code will be supplied separately.)
- j. Our smoke detectors are located: _____

- k. Our fire extinguisher is located: _____
- l. Our Family television and music rules are: _____

6. Health and Emergencies:

- a. Where are the emergency numbers kept? _____
- b. What is the emergency escape plan? _____
- c. Preferred hospital (name and location): _____
- d. Phone numbers for parents in case of an emergency: _____
- e. Where are the first aid supplies kept? _____
- f. Should the Nanny take the child/ren's temperature? ☐ Yes ☐ No Method used: _____
- g. What medication does the child take? _____
- h. Written authorization to give medication will be supplied. ☐ Yes ☐ No
- i. Written authorization for the Nanny to take the child for medical treatment should be on file with pediatrician and preferred hospital.
Name of Pediatrician: _____
- j. Where is the health insurance identification kept? _____

7. Live-in Nanny Position (if applicable)

a. Nanny's quarters are private. Family should not enter unless invited or in case of emergency.

Agreed? ☐ Yes ☐ No

d. All food consumed by the Nanny will be furnished by the Family.

Specially requested items up to \$_____ per month will be provided by the Family.

Agreed? ☐ Yes ☐ No

Comments: _____

e. The Nanny is to provide any specialty foods or snacks herself. Agreed? ☐ Yes ☐ No

f. The Nanny will eat her evening meal with:

☐ The Family ☐ The child/ren ☐ By her/himself ☐ Often varies

g. The Nanny will eat her evening meal: ☐ Before the parents eat ☐ After the parents eat

h. Specific food items that the Nanny may not consume or bring into the home:

i. The Nanny is allowed to have visitors in her quarters. Agreed? ☐ Yes ☐ No

Comments: _____

j. The Nanny is allowed to have visitors in our home. Agreed? ☐ Yes ☐ No

Comments: _____

k. Television and music rules in the Nanny's quarters are: _____

l. The Nanny will have a private telephone line/cell phone provided by Family. Agreed? ☐ Yes ☐ No

m. The telephone and the telephone connection will be paid for by: ☐ Family ☐ Nanny

n. The Nanny will pay for all her personal long distance phone charges if landline is provided.

Agreed? ☐ Yes ☐ No

o. The Nanny will pay the telephone company directly. ☐ Yes ☐ No

8. Image/Video - Social Media Privacy

The Nanny ☐ does ☐ does not have permission to upload digital images or video of the Family to the Internet. (including, but not limited to social media sites like Facebook, Twitter, Instagram, Vine, Pinterest, Blogs, Tumblr, etc.)

Comments: _____

Nondisclosure Statement: The Nanny will respect the privacy of the Family and to the maximum extent allowed by law agrees not to discuss any of the Family's personal business with anyone.

Videotaping: If allowed by law and the Family plans to videotape the Nanny, the Family will let the Nanny know that this will occur or may occur one time, occasionally, or on a daily basis as a means to evaluate job performance, and or as required by law

Periodic Review of Family and Nanny Agreement: Review of the written Agreement is recommended after 30 days, 90 days, 180 days, and annually thereafter.