

The Modern Babynurse.com

This agreement is made this _____ day of _____, 2007, between
[_____], "Employer" and Jennifer White, "Babynurse" or "Employee."

Period of Contract:

This agreement begins on [____/____/____] and continues until [____/____/____] and can be renewed provided both Employer and Babynurse agree.

Termination of Contract:

- A. If the babynurse is terminated "for cause," the employer is not bound to this contract. If the babynurse is terminated for any other reason, then the remaining contracted amount will be due immediately upon termination. "For cause" is defined as the following; causing intentional or unintentional harm to the baby, not following the reasonable instructions of the employer, failing to maintain professionalism as a representative of the family, theft, or the commission of a felony.
- B. If the babynurse decides to leave the position, the employee will only be compensated for the days babynurse services were provided. If the babynurse leaves the position prior to completing 50% of the contracted days she will refund the employer for the appropriate amount. Likewise, if the babynurse decides to leave the position after completing more than 50% of contracted days the employer will compensate the employee for the days that have not yet been paid.
- C. If the family simply changes their mind, for any reason, prior to the scheduled start of the contract, the babynurse retains the full deposit.

Amending the Contract:

This agreement may not be changed or amended orally or in any manner other than by an agreement signed by both the employer and the babynurse. If portions of this contract are not applicable to a particular family's need or situation such portions may be crossed out and initialed by both the employer and the babynurse.

Contract Review:

If it is determined that changes or amendments to this contract need to be made, it will be done in writing, with the agreement of both parties and will not be considered valid until signed by both parties. Until such time, all considerations of the previous contract will remain in place.

Responsibilities:

* Add or cross out as needed

- A. Educating and advising parents with methods of evidence based infant care
- B. Complying with parents' child-rearing preferences and discussing any differences of opinion so as to come to agreement on a preferred method.
- C. Maintaining a cheerful and helpful attitude while on duty.
- D. Promoting feelings of security in the children at all times.
- E. Maintaining daily logs of infant's schedule and moods to share with employer about special problems, newly learned skills, etc. so as to promote good communication with employer.
- F. Reading/reviewing any pertinent literature provided by the parents in order to promote a broader knowledge base concerning child-rearing philosophies, education, and child psychology.
- G. Actively participating in understanding the children's needs; providing solutions, support or suggestions where appropriate.
- H. Assisting with other infant related duties as requested by the employer.

Specific Duties:

* Add or cross out as needed

- Feeding
- Bathing, if requested by parents
- Sterilizing, cleaning and preparing bottles
- Initiating a schedule for sleeping, meals, nap and play-time
- Laundering infant clothing and linens including washing, drying, folding and putting away, as needed (for nights only care, laundry will only be done if time permits during the shift)
- Keeping the nursery tidy
- Communicating with parents regarding baby care items needing to be restocked
- Emptying diaper containers as needed

Other responsibilities/duties:

The employer seeks overnight services for a total of _____ nights. (Additional night services can be added, as needed, if both parties agree.)

Planned Work schedule:

Sunday: _____

Monday: _____

Tuesday: _____

Wednesday: _____

Thursday: _____

Friday: _____

Saturday: _____

Other regular hours needed or variations in the above schedule:

Monetary Compensation:

- A. Employer agrees to pay the babynurse a base salary of _____ per hour, or _____ per night, which ever is greater.
- B. Employer agrees that even if employer chooses not to utilize the babynurse services that have been contracted for, the babynurse will receive guaranteed base salary until such time as work resumes or employment is terminated.
- C. Employer agrees to pay the babynurse a deposit of 50% of total contracted days in advance by check, money order or electronic transfer at which time babynurse services are engaged and the time contracted for is now committed. The final 50% of payment is due on the final day of services.
- D. Employer agrees to pay double time for the following holidays: New Years Eve, New Years Day, Easter Sunday, Thanksgiving Day, December 24th, and Christmas Day.

Taxes:

Employee works as a private contractor therefore no taxes will be withheld.

Nanny Cams:

The babynurse will consider the undisclosed use of nanny cams, hidden cameras, or other surveillance devices a breach of trust and contract. If undisclosed use of such items are discovered she will consider the work agreement void and leave the position with full contracted compensation.

Emergency procedures:

* Note: not required if parents will be present during care

The parents agree to provide a medical release form for the child so that Babynurse may seek emergency medical care in the absence of the parents. Babynurse will not start her employment until said items are provided. Babynurse will not seek emergency medical care for the baby without first (or simultaneously) using all reasonable efforts to contact the parents and to otherwise follow the emergency instructions of Employer.

Reference Letter:

Upon successful completion of the job the employer agrees to provide a letter of recommendation to the babynurse. The employer will provide this letter on or prior to the last day of employment. Please understand that although writing a recommendation is a small inconvenience it is enormously important to your babynurse's career. It is crucial that you sign the letter and print it out on official letterhead, if possible. Your effort in writing this letter is GREATLY appreciated.

Jurisdiction:

The terms of this agreement will be construed according to the laws of the state of Ohio.

The undersigned babynurse and employers agree to all terms described herein. This agreement was reached with the mutual consent of both parties.

BABYNURSE: _____

Date: ____/____/____

EMPLOYERS: _____

Date: ____/____/____