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## **Child Care Service Agreement**

State of Alabama

### **BACKGROUND:**

A. This Child Care Service Agreement (the "Agreement") is entered into on \_\_\_\_\_, between the following hiring family (the "Family"):

\_\_\_\_\_  
\_\_\_\_\_

and the following child care provider (the "Provider")

\_\_\_\_\_  
\_\_\_\_\_

to care for the following child:

\_\_\_\_\_, Male, born on \_\_\_\_\_

B. The undersigned Family hereby gives the Daycare permission to care for the above child in accordance with this Agreement.

This Child Care Agreement is entered into by the Family and the Provider on the terms and conditions set forth below.

### ***I. Work Hours and Dates.***

1. The Provider agrees to work a standard time frame of 2 hours each week that is

hereinafter referred to as a standard work week.

2. The Provider will begin providing child care services on \_\_\_\_\_.

3. The Provider will cease providing child care services on \_\_\_\_\_.

## ***II. Compensation.***

4. For rendering the services outlined in this Agreement, the Family will pay to the Provider compensation amounting to \$2 (two dollars) per hour.

5. The Family agrees to pay the Provider an hourly rate of \$2 (two dollars) per hour for all time worked over the standard work week hours described above.

6. The Family will issue payment to the Provider at the end of each day the Provider works for the Family.

7. For any payment that is not paid within 3 days of its due date, the Family shall pay a late fee of \$2 (two dollars) per day, beginning with the day after the grace period is over and ending when the Family makes the required payment.

8. The Provider will be reimbursed for all reasonable and necessary expenses incurred by the Provider in connection with providing the Services outlined by this Agreement. The Provider will furnish receipts, statements, and other documentation to the Family for all such expenses. The Provider shall be reimbursed for the following expenses:

\_\_\_\_\_

9. The Family is entitled to deduct from the Provider's compensation any applicable deductions and remittances as required by law.

## ***III. Job Responsibilities.***

10. The Provider agrees to perform the following duties as a condition of their employment:

a. Prioritize the physical and mental well-being and safety of the child above all other duties.

b. Tend to the child's basic needs, such as bathing, brushing teeth, dressing, diaper changing, feeding, napping, and putting to bed, as relevant and necessary.

- c. Pick up and drop off the child at school.
- d. Administer medications to the child as directed by the Family.
- e. Prepare meals for the child during their time tending to the children, and then cleaning/tidying the kitchen and dining area when the meal is completed.
- f. Supervise and participate in activities with the child, including games, play dates with other children, playground outings, crafting projects, cultural activities, trips to museums and libraries, and reading books to the child daily.
- g. Research and plan activities for the child that have substantial child development, social skill building, or educational value.
- h. Keep a daily journal to be provided to the Family with descriptions of the child's daily activities, meals, medications, and disciplinary incidents.
- i. Provide daily language instruction to the child.
- j. Provide daily music instruction to the child.
- k. Use a car provided by the Family to take child to and from activities and events.
- l. Tidy the child's bedroom and play areas, which includes keeping these areas organized, making beds, vacuuming, and disinfecting toys as relevant and necessary.
- m. Wash, fold, and put away the child's laundry and linens.
- n. The following additional responsibilities:  
  
\_\_\_\_\_

#### ***IV. Vacation, Sick Days, and Holidays.***

- 11. The Provider shall not receive any paid holidays.
- 12. The Provider shall receive a total of 2 days of sick days, vacation, and personal time to be used according to the Provider's discretion. Nanny agrees to give the Family at least four weeks notice prior to taking off personal or vacation days. The Provider agrees to make all reasonable and prudent efforts to give the Family at least 12 hours' notice before taking time off due to illness.

13. If the Provider takes off more than the accrued number of days off, it is up to the Family's discretion to allow the hours to be made up in the future or deducted from the Provider's pay.

14. Accrued time off that has not been used shall be paid to the Provider at their standard compensation rate at the termination of the Provider's employment.

15. If the Provider travels on vacation with the Family, the Provider shall receive their regular pay rate plus over time pay as previously agreed upon.

#### ***V. Termination.***

16. The Provider is an at-will employee and may choose to work for the Family for as long or short as they desire. Similarly, the Family may continue the Provider's employment for as long or as short as they desire. Both parties agree to provide the following amount of notice of intent to terminate the Agreement (or pay for services in lieu of notice), unless termination is for cause:

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17. The Family may terminate the Provider immediately without providing the previously agreed upon notice in the following situations:

- a. Willfully or negligently compromising the safety of the child
- b. Inconsistent or non-performance of agreed upon job responsibilities
- c. Lying to or stealing from the Family
- d. Misuse of Family automobile or any other possessions
- e. Breach of confidentiality
- f. Persistent lateness of more than 20 minutes without sufficient explanation or excuse
- g. Unapproved guests at the Family's home
- h. Smoking or consumption of alcohol while on duty
- i. Illegal drug use

- j. Failure of the Family to adhere to the agreed upon pay schedule for more than two months unless otherwise agreed upon
- k. Fear of harm or threat of either party due to the actions of the other party

## **VI.**

### ***VII. General Rules and Provisions.***

- 18. The Provider agrees to maintain any necessary credentials for providing child care according to state law including, but not limited to, child CPR and first aid. The Provider's employment shall be contingent upon providing proof of these credentials and submitting to a background check if requested by the Family.
- 19. The Provider is not permitted to consume alcohol while on duty.
- 20. The Provider and any of Provider's guests at the Family's home are not permitted to smoke. The Provider agrees to refrain from smoking while providing care to the child, including during walks, outside activities, or playground trips.
- 21. The Provider confirms that they do not use illegal drugs and illegal drug use is grounds for immediate termination without notice.
- 22. The Provider agrees to be attentive to the child and limit personal phone calls and internet usage 15 minutes or less while the child is awake.
- 23. At time of termination and prior to receipt of final paycheck, the Provider shall return to the Family all of the Family's property, including but not limited to house keys, car keys, car safety seats, and remote entry devices.

### ***VIII. Assignment.***

- 24. The Provider will not voluntarily or by operation of law assign or otherwise transfer its obligation under this Agreement without the prior written consent of the Family.

### ***IX. Independent Contractor.***

- 25. It is expressly agreed that the Provider is acting as an independent contractor and

not as an employee in providing the services outlined by this Agreement. The Provider and the Family acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

***X. Authorization to Treat a Minor.***

26. The Provider will be furnished with necessary documentation so that they may sanction medical care for the child in the event of an emergency and the Family cannot be reached.

***XI. Duty of Care.***

27. The Provider under the provisions of this Agreement accepts a general duty of care wherever reasonable and necessary.

***XII. Governing Law.***

28. This Agreement shall be construed under and in accordance with the laws of the State of Alabama.

***XIII. Severability.***

29. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

IN WITNESS WHEREOF, the Parties execute the Agreement as follows:

EXECUTION:

\_\_\_\_\_  
\_\_\_\_\_, Parent

\_\_\_\_\_  
Date

\_\_\_\_\_  
\_\_\_\_\_, Child Care Provider

\_\_\_\_\_  
Date