

**SPECIAL NOTE:** This agreement template from *Nanny Magazine* is intended as a guide only. Families and nannies are advised to seek legal counsel when executing any legally binding documents.

## Nanny and Family Contract

The \_\_\_\_\_ Family (hereafter referred to as “the Family”) and \_\_\_\_\_ (hereafter referred to as “The Nanny”) will enter into an employment relationship, in which the Nanny agrees to provide childcare for the Family starting on (start date) for the period of one year. This contract is renewable in one-year terms on the anniversary date of the contract term.

### Family Information

Name of parent(s):	
Home address:	
Home phone:	
Email address:	

### Nanny Information

Name of nanny	
Home address:	
Home phone:	
Email address:	

### Information about Children

Please provide as much information as possible.

Child 1

Name	
DOB	
Gender	
School name and location	
Allergies/dietary restrictions	
Medical conditions	
Special notes	

Child 2

Name	
DOB	
Gender	
School name and location	
Allergies/dietary restrictions	
Medical conditions	
Special notes	

Child 3

Name	
DOB	
Gender	
School name and location	
Allergies/dietary restrictions	
Medical conditions	
Special notes	

**Pets**

Provide names, species/breed, and care instructions for any pets in the nanny's care or in the home while nanny is working.

Pet 1:

Name	
Gender	
Species	
Will nanny care for pet?	Yes      No
Care instructions	

Pet 2:

Name	
Gender	
Species	
Will nanny care for pet?	Yes      No
Care instructions	

Pet 3:

Name	
Gender	
Species	
Will nanny care for pet?	Yes      No
Care instructions	

## Emergency Contacts

Contact 1:

Name	
Relationship	
Phone	
Address	
Email	

Contact 2:

Name	
Relationship	
Phone	
Address	
Email	

Contact 3:

Name	
Relationship	
Phone	
Address	
Email	

### Emergency policy

In the event of emergency, Nanny is instructed to:

Order #	Item	Additional Instruction/Note
	Call 911	
	Use CPR and first aid techniques	
	Notify parents	
	Notify other emergency contacts (describe)	
	Other (describe)	

Parents, when filling out the above table, use left-most column to rank order of instructions.

### Employment Terms

Employment Start Date	
Employment end date (if applicable):	
Term length of contract:	_____ weeks / months / years
Primary site of work:	
Contract renewal	

### Nanny Work Schedule

Day	Start time	End time	Day off
Sunday	a.m./p.m.	a.m./p.m.	
Monday	a.m./p.m.	a.m./p.m.	
Tuesday	a.m./p.m.	a.m./p.m.	
Wednesday	a.m./p.m.	a.m./p.m.	
Thursday	a.m./p.m.	a.m./p.m.	
Friday	a.m./p.m.	a.m./p.m.	
Saturday	a.m./p.m.	a.m./p.m.	

In absence of a fixed schedule or in the event of a schedule change, Nanny will provided with a schedule at least 7 days in advance of the workweek ahead.

### Childcare and Household Responsibilities

Responsibilities related to the care of the children and upkeep and management of the house will be assigned to Nanny as follows. Alterations to this agreement may require renegotiation of this contract.

Instructions: check all that apply.

Grocery shopping	
Restocking child's diapers/wipes	
Laundry	
Dishes	
Vacuuming	
Sweeping	
Mopping	
Driving/Carpooling	
Making beds	
Light cleaning (tidying up, straightening)	
Deep cleaning (scrubbing, dusting, polishing, use of harsh chemicals, non-routine maintenance)	
Homework help/Tutoring	
Cooking/Meals/Meal Prep	
<i>Housekeeping and childcare responsibilities for nannies typically involve only the chores and work needed to maintain the child's needs.</i>	

### Other Household Staff

Family __ employs/ __ does not employ other household staff. (Describe other household staff):	
Other nanny/nannies/babysitter/au pair	
Vendors/Contractors	
Housekeepers/cleaning crew	
Cook/chef	
Driver	
Butler	
Tutor	
Landscaper	

Nanny \_\_ is/ \_\_ is not expected to interact other household staff.

### Transportation Considerations

Mileage, gas, car wash/detail	
Car details (make, model, year) of the primary vehicle used to transport children or conduct Nanny job duties	
Car insurance	
Car seats/booster seats	___ Nanny to provide ___ Family to provide

### Compensation and Benefits

Pay schedule (circle one)	Weekly / biweekly / monthly
Pay method (circle one)	Payroll service: _____ Personal check: _____ Direct deposit: _____
Pay raises (frequency)	\$___/___% every ___ months / year(s) ___ based on performance (check if applicable) \$___/___% for additional children/future additions  <i>The family __ is/ __ is not planning to have additional children. Extra compensation is typically granted to the nanny's pay in consideration of the extra workload of adding a child.</i>
Health insurance (select one)	Health insurance is not offered A contribution of \$___ per pay period / month / year will be offered for nanny to offset health insurance expenses Full health insurance coverage offered by Family
Guaranteed hours (select one)	Guaranteed hours not offered ___/week/biweekly/monthly guaranteed hours offered <i>Guaranteed hours provide the nanny with a minimum amount of pay based on hours nanny is keeping availability to work for your family; family agrees to pay nanny for guaranteed hours even when the hours are not worked through no fault of the nanny (e.g. family has decided nanny is able to leave early or other scenarios in which the nanny's services are not needed for a short duration).</i>

	<i>Hours exceeding the guaranteed hours are paid at an hourly rate; hours exceeding 40 generally paid at time and a half.</i>
Wages	Family will pay Nanny \$_____ per week / month / year. <i>Nannies are W-2 employees, <b>not independent contractors.</b> Families should expect to withhold taxes when employing a nanny, and should expect to furnish Nanny with a W-2 each year.</i>
Overtime	Family will pay Nanny \$_____/_____% above and beyond normal rate of pay for all hours worked in excess of ____ per week.
Bonuses (please describe)	

### Annual Leave/Sick Days/Personal Days

Annual leave	Family will provide Nanny with ___ vacation days per month / year
Personal leave	Family will provide Nanny with ___ personal days per month / year
Sick days	Family will provide Nanny with ___ sick days per month / year. Nanny should provide at least ___ hours' notice when in need of a sick day.
Bereavement leave	Family will provide Nanny with ___ days of bereavement leave per year
Other leave (please describe)	
Inclement weather (please describe)	

Nanny agrees to provide \_\_\_ days / weeks / months notice to request time off.

Family agrees to provide \_\_\_ days / weeks / months notice to request time off.

### Holidays

Holiday	Check if Granted as Holiday	Paid/Unpaid
New Year's Day		
Martin Luther King, Jr. Birthday		
Washington's Birthday		
Memorial Day		
Independence Day		
Labor Day		
Columbus Day		
Veterans Day		
Election Day		
Thanksgiving Day		
Christmas Day		

### Other Considerations

Extra babysitting hours	If Nanny is asked to provide occasional additional babysitting hours outside of normally scheduled hours, Family agrees to pay a rate of \$____ per hour in addition to regular paycheck.
Are there firearms in the home?	Yes / No  If yes, please discuss storage, access, and safety measures related to the firearms in the home with Nanny.
Food arrangements	Nanny is ___ / is not ___ permitted to food stored in Family's kitchen.  Nanny is ___ / is not ___ required to bring her own food while working.
Perks (check all that apply)	Gym membership: ____ Cell phone: ____
On-call hours (if any)	If on-call hours are required, nanny will be paid at a rate of \$___/hour as a means of reserving Nanny's time should services be required.
Activity money/purchases made on behalf of family or children (check applicable option)	___ Nanny will not be furnished with additional funds for activities/purchases related to childcare or Family ____ Nanny will be provided with a weekly/monthly cash envelope to use in connection with purchases for Family or children ____ Nanny will be provided with a credit card to use for purchases for children or Family ____ Nanny is required to store receipts for purchases made ____ Nanny is asked to purchase items on behalf of Family or children and submit receipts for reimbursement at a later date. Family agrees to reimburse Nanny by no later than the next pay period.

### Live-In Considerations

Skip this section if this contract is provided for a live-out nanny.

Living quarters (select applicable)	Nanny's quarters will be: Separate apartment (eg, basement apartment or other) Single room within Family home Shared room with child Shared bathroom with child
Visitors/guests policy	Nanny ___ is / ___ is not permitted guests and/or visitors
Privacy	Nanny shall be granted personal time and privacy during off hours. Personal dwellings

	shall not have any surveillance unless Nanny sharing room with child. Families should outline their policies here.
Curfew (select one)	Nanny curfew starts at ____ No curfew for Nanny

### Travel

Is nanny required to travel with Family from time to time?	Yes    No
When travel is required, Family agrees to provide the following for Nanny (select all that apply):	Private room Shared room with children Shared quarters with Family Meals Per diem of \$____ Paid tickets for transportation
When traveling, Nanny's work schedule shall (select applicable):	Remain the same Be altered at an agreed-upon level, with all hours (including travel time) paid at Nanny's normal hourly rate
Is Nanny required to possess a current, valid passport?	Yes    No
Nanny will be provided notice prior to travel of at least:	____ days ____ weeks ____ months

### Resignation or Termination\*

Notice required to resign	Nanny shall provide at least ____ days'/weeks'/months' notice if deciding to resign
Notice required to terminate	Family shall provide at least ____ days'/weeks'/months' notice if deciding to terminate the contract
Severance	Family agrees to provide Nanny a severance in the amount of \$____ following the completion of Nanny's tenure, assuming that the relationship is left in a positive condition
Is Nanny expected to assist with identifying a replacement nanny?	Yes    No

*\*In situations in which irreconcilable differences are the cause of the termination or resignation, it is advised that other arrangements be made.*

### Performance Reviews and Meetings

Frequency of performance reviews and/or meetings	Weekly Monthly Yearly
Parties present	One parent: _____ Both parents: Nanny

### Confidentiality

Nanny and Family agree to hold one another's privacy in the greatest regard. This includes holding all personal information (such as addresses, DOBs, access information, routines, and other matters) in extreme confidence.	<b>Initial (Family)</b> <b>Initial (Nanny)</b>
Photos of children	Nanny __ is / __ is not permitted to take photos of Family, children, home, or work routines on social media.
Social media	Nanny __ is / __ is not permitted to post anything about the Family, children, home, or work routines on social media.
Nanny camera	A nanny camera/Nanny cameras ___ are / ___ are not present in the home. Specific location(s) of devices:  <div style="text-align: right;">Sound or video only?</div>

### Signatures

**Parents (1):** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Parents (2):** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Nanny:** \_\_\_\_\_ **Date:** \_\_\_\_\_