

# Free Nanny Contract

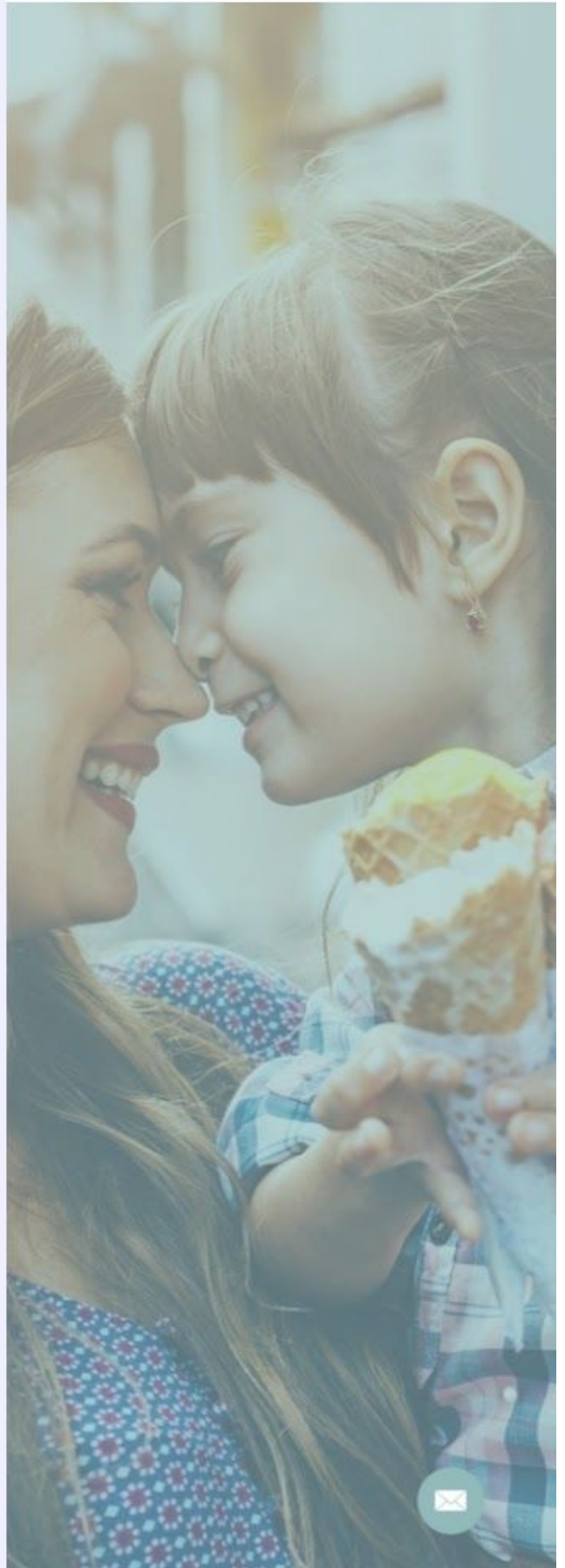
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**nanny//files**

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# Nanny Contract

This employment contract (the "Contract") is entered on \_\_\_\_\_ between the hiring family \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_ (herein known as Family) and the child care provider \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_ (herein referred to as Nanny).

Whereas the Family requires the services of Nanny to take care of their child(ren), listed here:

Child 1 \_\_\_\_\_ Age \_\_\_\_

Child 2 \_\_\_\_\_ Age \_\_\_\_

Child 3 \_\_\_\_\_ Age \_\_\_\_

Child 4 \_\_\_\_\_ Age \_\_\_\_

and Whereas the Nanny agrees to enter in to an agreement to take care of the child(ren). This Contract is entered between the Family and the Nanny on the terms and conditions set forth below.

## 1. Start Date

Nanny will begin employment on \_\_\_\_\_ and continue until either party elects to terminate the relationship. Refer to Sections 11 & 12 for Termination terms.

## 2. Worksite Address

Work will be performed at \_\_\_\_\_  
\_\_\_\_\_.

## 3. Work Schedule

A typical schedule is as follows. The Family will limit fluctuations as much as possible and provide as much notice as possible. Nanny must disclose schedule changes that may impact the work schedule and provide at least two weeks notice for material schedule changes to take place.

- Sat Start: \_\_\_\_ am/pm End: \_\_\_\_ am/pm Hours \_\_\_\_
- Sun Start: \_\_\_\_ am/pm End: \_\_\_\_ am/pm Hours \_\_\_\_
- Mon Start: \_\_\_\_ am/pm End: \_\_\_\_ am/pm Hours \_\_\_\_
- Tue Start: \_\_\_\_ am/pm End: \_\_\_\_ am/pm Hours \_\_\_\_
- Wed Start: \_\_\_\_ am/pm End: \_\_\_\_ am/pm Hours \_\_\_\_
- Thur Start: \_\_\_\_ am/pm End: \_\_\_\_ am/pm Hours \_\_\_\_
- Fri Start: \_\_\_\_ am/pm End: \_\_\_\_ am/pm Hours \_\_\_\_

Total Weekly Hours \_\_\_\_

#### 4. Job Responsibilities

In addition to child care, a specific list of responsibilities is attached to this Contract.

#### 5. Compensation

Nanny shall receive a salary of \$\_\_\_\_\_ per \_\_\_\_\_ or an hourly rate of \$\_\_\_\_\_.

The Family will issue payment via \_\_\_\_\_  weekly  bi-weekly on \_\_\_\_\_.

The Family agrees to pay the Nanny an hourly rate of \$\_\_\_\_\_ for all time worked over the standard work-week hours indicated above.

Fair Labor Standards Act Notes: With very few exceptions, domestic employees are classified as “nonexempt” (protected) workers, which entitles them to pay for every hour they work at a rate that may not be less than the federal, state and, if applicable, local minimum wage rate. Additionally, overtime (time-and-a-half) must be paid for each hour over 40 in a 7-day workweek. Generally, live-in employees are exempt from overtime requirements; however, certain states such as CA, HI, MA, MD, ME, MN, NJ, NV, NY and OR have special overtime requirements for live-in employees.

#### 6. Mileage & General Expenses

Any miles driven while on the job using the Nanny’s car will be reimbursed at the IRS Mileage Reimbursement Rate, which covers the cost of gasoline as well as general wear and tear on the car. Nanny will maintain a mileage log and submit to the Family for reimbursement at the end of the pay period. The current IRS mileage reimbursement rate is 57.5 cents per mile. All other pre-approved, work-related expenses will be reimbursed at cost. Nanny will keep all receipts and submit to the Family for reimbursement at the end of the pay period.

#### 7. Additional Benefits

In addition to the wages stated above, the Family will contribute to the following Nanny expenses. These amounts are considered “non-taxable” compensation (up to the limits noted below), meaning neither employer nor employee will pay any taxes on this portion of the compensation (check any that apply):

- Health Insurance at \$\_\_\_\_\_ per month (up to total amount of premium)
- Public Transportation at \$\_\_\_\_\_ per month (up to \$270\*/month)
- Parking at \$\_\_\_\_\_ per month (up to \$270/month)
- College Tuition at \$\_\_\_\_\_ per month (up to \$5,250 per year)
- Mobile Phone service at \$\_\_\_\_\_ per month (up to total amount of bill)

\* Families in Massachusetts are capped at \$140/month for this benefit.

## 8. Paid Time Off

Nanny will receive the following paid time off:

- Sick Leave (\_\_\_\_ hours per year).
- Vacation (\_\_\_\_ hours per year).
- Paid holidays: \_\_\_\_\_
- Unpaid holidays: \_\_\_\_\_

Nanny agrees to use best efforts to take vacation time when Family takes their vacation. If Nanny cannot coordinate this vacation schedule, Nanny agrees to give Family at least four (4) weeks notice. In the event that Nanny travels with Family, Nanny shall be paid her regular wage plus overtime hours as previously agreed upon by Family and Nanny. Nanny agrees to use best efforts to give Family at least twelve (12) hours notice before being absent due to illness. If Nanny takes un-accrued vacation or sick days off, it is at the Family's discretion to allow the hours to be made up in the future or deducted from the Nanny's check (if salaried). Accrued but un-used vacation and sick pay shall be paid at the Nanny's standard compensation rates at the termination of Nanny's employment.

Paid Time Off Notes: Families are not required by federal law to provide paid time off or paid holidays. However, there are several cities/counties/states that mandate paid sick leave and/or vacation. Verify your local rules before setting this benefit.

## 9. Tax Withholding/Reporting

Family will withhold the required Social Security & Medicare taxes from Nanny's pay, along with income taxes per the Nanny's instructions on Form W-4 and all other applicable state taxes. All tax withholdings will be remitted to the state and federal tax agencies on or before the household employment tax deadlines. In addition, the Family will match the Nanny's Social Security & Medicare contributions and will pay one hundred percent of the Nanny's unemployment insurance.

## 10. Confidentiality

Nanny understands that any and all private information obtained about the Family during the course of employment, including but not limited to medical, financial, legal, career and Family's assets are strictly confidential and may not be disclosed to any third party for any reason. Nanny is prohibited from providing information or posting photos to any social media network of the Family or their home without prior consent. The obligations of the Nanny under this clause survive termination of this Agreement.

## 11. Termination of Employment

Nanny is an at will employee and may choose to work for the Family for as little or as long as Nanny desires. Likewise, the Family may continue the Nanny's employment for as little or as long

as they wish. However, both parties agree to provide four weeks notice of intent to terminate this agreement (or pay in lieu of such notice), except when such termination is for cause.

## **12. Termination for Cause**

Immediate termination without any notice is possible on the following grounds:

- Allowing the child(ren)'s safety to be compromised
- Inconsistent or non-performance of agreed-upon job responsibilities
- Dishonesty or lying to Family
- Stealing
- Misuse of family automobile, including but not limited to texting or participating in other distracting activities while driving
- Breach of confidentiality clause
- Persistent absenteeism or tardiness
- Unapproved guests
- Smoking or consumption of alcohol while on duty
- Use of an illegal drug
- Failure of the Family to remit payment for more than one month
- Fear of harm or threat by either party due to actions of the other party

## **13. General Provisions**

Nanny understands Family has a smoke free home and that smoking by Nanny or Nanny's guests is never permitted in the home. Nanny agrees never to smoke while providing childcare to Family's child(ren) even on walks, trips to playground, outside activities or field trips. All guests must be pre-approved by Family before being allowed entrance into Family's home. Alcohol consumption is never permitted while Nanny is on duty. Nanny hereby certifies that Nanny does not use illegal drugs and understands that such use is cause for immediate termination. Nanny agrees to limit personal calls to ten (10) minutes or less. The Nanny agrees to maintain valid credentials for providing childcare according to state law and as represented during the hiring process, including but not limited to child CPR and first aid. The Nanny will provide proof of credentials at the request of the Family. At time of termination, and prior to receipt of final paycheck, Nanny agrees to return to the Family all Family property, including but not limited to house and car keys, remote entry devices, and car safety seats.

#### 14. Governing Law

This agreement shall be construed under and in accordance with the laws of the State of \_\_\_\_\_ . The Family hereby agrees to be fully bound by the terms of this contract.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Nanny hereby agrees to be fully bound by the terms of this contract.

Nanny Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

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