

NANNY AGREEMENT

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This Nanny Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[FAMILY/EMPLOYER LEGAL NAME(S)], residing at [ADDRESS] (the "**Family**" or "**Employer**"); and
[NANNY LEGAL NAME], of [ADDRESS] (the "**Nanny**").

The Family and the Nanny are each a "**Party**" and together the "**Parties**." This Agreement concerns the care of the following child or children: [CHILD NAME(S), AGE(S)] (each a "**Child**" and collectively the "**Children**").

Recitals. The Family wishes to employ the Nanny to provide ongoing, in-home childcare for the Children, and the Nanny wishes to be employed on the terms below. The Parties intend to create a household employment relationship and to comply with applicable wage, hour, and tax laws. In consideration of the mutual promises below, the Parties agree as follows.

1. Position, Status, and Duties

1.1 Position. The Family employs the Nanny as a household employee to care for the Children. The Parties acknowledge that, in most jurisdictions, an in-home nanny is a household **employee** (not an independent contractor), and the Family will treat the relationship accordingly.

1.2 Duties. The Nanny's duties include [SUPERVISION / FEEDING AND MEAL PREP / BATHING AND HYGIENE / NAP AND BEDTIME ROUTINES / SCHOOL AND ACTIVITY TRANSPORT / HOMEWORK SUPPORT / AGE-APPROPRIATE ACTIVITIES / CHILDREN'S LAUNDRY AND TIDYING] and such other child-related tasks as the Parties agree. Duties unrelated to the Children's care are limited to those listed here: [HOUSEHOLD DUTIES, IF ANY].

1.3 Standard of care. The Nanny will provide attentive, nurturing care, follow the Family's parenting preferences and house rules, and act at all times in the Children's best interest.

1.4 Reporting. The Nanny will report to [PARENT NAME(S)] and will provide [DAILY / WEEKLY] updates on the Children's activities, meals, and well-being.

2. Schedule, Hours, and Time Off

2.1 Regular hours. The Nanny's regular schedule is [DAYS AND HOURS, e.g. Monday–Friday, 8:00 a.m.–5:00 p.m.], for approximately [NUMBER] hours per week.

2.2 Overtime. Hours beyond the threshold required by applicable law will be paid at the overtime rate required by law. The Family will track and pay for all hours worked, including authorized overtime.

2.3 Guaranteed hours. The Family [WILL / WILL NOT] guarantee a minimum of [NUMBER] paid hours per week regardless of the Family's actual need, except where the Nanny is unavailable.

2.4 **Breaks.** The Nanny is entitled to meal and rest breaks as required by applicable law; on-duty time during which the Nanny remains responsible for the Children is paid.

2.5 **Paid time off.** The Nanny will receive [NUMBER] paid vacation days, [NUMBER] paid sick days, and the following paid holidays per year: [LIST], consistent with applicable law.

3. Compensation, Taxes, and Benefits

3.1 **Wages.** The Family will pay the Nanny \$[AMOUNT] per [HOUR / WEEK], payable [WEEKLY / BIWEEKLY] by [METHOD], no less than the applicable minimum wage.

3.2 **Payroll taxes.** The Family will withhold and remit the employee's share of applicable payroll taxes, pay the employer's share, and provide the Nanny with the appropriate annual wage statement. The Parties will complete required tax and work authorization forms.

3.3 **Reimbursable expenses.** The Family will reimburse pre-approved out-of-pocket expenses incurred for the Children, such as activity fees, outings, and mileage when the Nanny uses a personal vehicle for the Children.

3.4 **Benefits.** Additional benefits, if any, are: [HEALTH STIPEND / MILEAGE / PROFESSIONAL DEVELOPMENT / NONE].

3.5 **Raises and review.** The Parties will review the Nanny's performance and compensation [ANNUALLY / EVERY [NUMBER] MONTHS].

4. Health, Safety, and Emergencies

4.1 **Emergency authority.** In an emergency, the Nanny is authorized to seek medical care for a Child and to take reasonable steps to protect the Children's safety, and will contact the Family and emergency services as appropriate.

4.2 **Medical information.** The Family will disclose all allergies, conditions, and medications in **Exhibit A**, provide written dosing instructions, and keep emergency contacts and physician information current.

4.3 **Qualifications.** The Nanny represents that he or she [HOLDS / WILL OBTAIN] current CPR and first-aid certification and will maintain it during employment.

4.4 **Incident reporting.** The Nanny will promptly report any injury, illness, accident, or significant behavioral concern involving a Child.

5. Transportation

5.1 **Driving.** The Nanny [WILL / WILL NOT] transport the Children. If driving is required, the Nanny will maintain a valid license and required insurance, comply with child-restraint laws, and use the seats provided.

5.2 **Vehicle.** Transportation will use [THE FAMILY'S VEHICLE / THE NANNY'S VEHICLE]. If the Nanny's vehicle is used, the Family will reimburse mileage at [RATE] and confirm appropriate insurance coverage.

6. Confidentiality

6.1 **Family privacy.** The Nanny will keep confidential all non-public information about the Family, including the Children, the household, security codes, schedules, finances, and anything observed in the home, during and after employment.

6.2 **Social media.** The Nanny will not post photos, videos, or information about the Children or the Family on social media or elsewhere without the Family's prior written consent.

6.3 Return of property. On termination, the Nanny will return all keys, codes, devices, and Family property in the Nanny's possession.

7. Term and Termination

7.1 At-will employment. Unless applicable law or this Agreement provides otherwise, employment is at will and may be ended by either Party at any time, with or without cause, subject to the notice and severance terms below.

7.2 Notice. Either Party will give **[NUMBER, e.g. 2]** weeks' written notice of termination where reasonably possible.

7.3 Severance. If the Family ends employment without cause and without the agreed notice, the Family will pay the Nanny **[NUMBER]** weeks' pay as severance, to the extent permitted by applicable law.

7.4 Immediate termination. The Family may terminate immediately, without notice or severance, for serious misconduct, endangering a Child, dishonesty, or material breach. The Nanny may terminate immediately for the Family's material breach or a safety concern.

7.5 Final pay. On termination, the Family will pay all wages and accrued, unused, payable time off owed through the last day worked, as required by applicable law.

8. General Provisions

8.1 Compliance with law. The Parties will comply with all applicable employment, wage, hour, anti-discrimination, work authorization, and tax laws. Where this Agreement conflicts with mandatory law, the law controls.

8.2 Governing law and venue. This Agreement is governed by the laws of the State of **[STATE]**, without regard to its conflict-of-laws rules. Disputes will be brought in the courts located in **[COUNTY, STATE]**.

8.3 Entire agreement; amendment. This Agreement, with its Exhibits, is the entire agreement between the Parties on its subject and may be amended only by a writing signed by both Parties.

8.4 Severability and waiver. If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

8.5 Counterparts and electronic signature. This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

FAMILY / EMPLOYER

NANNY

Signature: _____

Signature: _____

Printed name: **[NAME]**

Printed name: **[NAME]**

Title: N/A

Title: N/A

Date: _____

Date: _____

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