

This Sample Nanny Contract is designed for general informational purposes only. It is not intended to provide, and does not constitute legal or other professional advice by Poppins Payroll, LLC. You should consult with a lawyer if you intend to enter into a legal contract.

## *Nanny Agreement*

This Nanny Agreement (this "Agreement") is entered on \_\_\_\_\_, 20\_\_ between \_\_\_\_\_ (the "Parent(s)") and \_\_\_\_\_ (the "Nanny") whereby the Nanny agrees to provide care for the child or children identified below (the "Kid(s)") commencing on \_\_\_\_\_, 20\_\_ in accordance with the terms and conditions set forth below:

### **1. Personal Information.**

#### **a. Parent Information.**

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_ Zip Code: \_\_\_\_\_

Phone Numbers: \_\_\_\_\_

\_\_\_\_\_

#### **b. Kid Information.**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**c. Nanny's Information.**

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone Numbers: \_\_\_\_\_

\_\_\_\_\_

**d. Worksite Address.**

Same as the Parent's address above.

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

**2. Work Hours and Location.**

The Nanny's work hours are as follows:

Monday: \_\_\_\_\_

Tuesday: \_\_\_\_\_

Wednesday: \_\_\_\_\_

Thursday: \_\_\_\_\_

Friday: \_\_\_\_\_

Saturday: \_\_\_\_\_

Sunday: \_\_\_\_\_

The Nanny shall arrive promptly, and shall not depart early without specific consent from the Parent(s). The Nanny and the Parent(s) shall adapt to emergencies and unexpected changes to the schedule as they arise.

The location may be changed from time to time by the Parent(s).

The Nanny  will  will not be required to travel with the family.



### 3. Compensation.

**Salaried.** The Nanny shall receive a salary equal to \$\_\_\_\_\_ per \_\_\_\_\_. The salary is based on \_\_\_\_\_ hours of work per Pay Period at a rate of \_\_\_\_\_. Any hours in excess of \_\_\_\_\_ per week or \_\_\_\_\_ per day will be paid at the overtime rate of \$\_\_\_\_\_.

**Hourly.** The Nanny shall be paid \$\_\_\_\_\_ per hour. Any hours in excess of \_\_\_\_\_ per week or \_\_\_\_\_ per day will be paid at the overtime rate of \$\_\_\_\_\_.

**Share.** The Nanny will be paid \$\_\_\_\_\_ per hour when the Nanny is only watching the Kid(s) and \$\_\_\_\_\_ per hour when the Nanny is watching the Kid(s) and the children of another family. Any hours in excess of \_\_\_\_\_ per week or \_\_\_\_\_ per day will be paid at the overtime rate of \$\_\_\_\_\_.

The Parent(s) shall issue payment \_\_\_\_\_ (weekly/bi-weekly/semi-monthly) ("Pay Period"). All payroll shall be paid in arrears, which may be up to ten days after the end of the pay period.

All required employee-side taxes shall be withheld from the Nanny's paycheck by the Parent(s) per the law. The Parent(s) shall pay all employer-side taxes as required by law.

### 4. The Nanny's Duties.

The Nanny shall devote the whole of her time, attention and ability, while on duty, for the performance of her duties hereunder, and shall follow all lawful instructions of the Parent(s). The Nanny agrees to perform the following selected duties as a requirement of employment:

Put the absolute safety of the Kid(s) first before all other responsibilities.

Tend to basic needs of the Kid(s), such as: \_\_\_\_\_  
\_\_\_\_\_.

Bathe the Kid(s) at least \_\_\_\_\_ times per week.

Prepare the following meals for the Kid(s): \_\_\_\_\_.

Tidy up after the Kid(s).

Perform the following cleaning: \_\_\_\_\_  
\_\_\_\_\_.

Participate and supervise the following activities with the Kid(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.



Administer medicine to Kid(s) as follows (this may be modified at any time by the Parent(s)):

\_\_\_\_\_.

Research and plan activities that have substantial child development, social relationship skills and educational value.

Read at least \_\_\_ books to the Kid(s) daily.

Take the Kid(s) on play dates.

Use the Parent's automobile to drive the Kid(s) to activities and events. Nanny shall not drive an automobile with the Kid(s) without a valid driver's license.

Use the Nanny's automobile to drive the Kid(s) to activities and events; properly equip the Nanny's automobile with appropriate car seats, boosters and other safety devices (to be purchased by the Parent(s)); and keep the Nanny's automobile in good repair (at the Nanny's cost) and sanitary condition at all times when it is being used to transport the Kid(s). Nanny shall not drive an automobile with the Kid(s) without a valid driver's license.

Do laundry for the Kid(s) as needed.

Do all laundry as needed.

Launder the bed linens of the Kid(s) at least once every \_\_\_\_\_.

Grant access to home for service personnel (e.g. cable/telephone repairman, pest control, package delivery, housekeeping and maid services, etc.).

Purchase groceries (at the expense of the Parent(s)) for the Kid(s).

Keep a daily journal with a narrative of meals, naptime, medication, activities and educational progress.

Other duties: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

## 5. Benefits.

a. **Holidays.** The Nanny shall receive the following  *paid*  *unpaid* holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and \_\_\_\_\_. If any of the above holidays occur on a weekend, the \_\_\_\_\_.



Nanny shall be given the official federal holiday that is observed.

- b. Paid Time Off.** The Nanny shall be granted paid time off (“PTO”) of \_\_\_\_ days (the “PTO Grant”) per twelve months of service. PTO may be used for any reason, including vacation, illness, medical appointments, family care, and personal business. The Nanny shall be eligible for PTO starting \_\_\_\_ days after the first day of work.

The Nanny’s PTO balance will build at a weekly rate of the PTO Grant divided by 52. The maximum PTO balance is equal to the PTO Grant. Once the Nanny has reached the maximum PTO balance, the Nanny will not build any additional PTO until the Nanny’s PTO balance falls below the maximum PTO Balance. In the event that the Nanny’s employment is terminated, either voluntarily or involuntarily, the Nanny shall not have the right to payment for the amount of PTO balance the Nanny had at the time of the Nanny’s termination (unless otherwise required by state law).

- c. Notice.** The Nanny agrees to use best efforts to give the Parent(s) sufficient advance notice before being absent due to illness. The Nanny agrees to give the Parent(s) at least \_\_\_\_\_ weeks’ advance notice before taking vacation.

- d. Family Vacations and Events.** The Nanny agrees to use best efforts to take vacation time when the family takes their vacation. When the Parent(s) do not need the Nanny during the regular work hours, the Nanny  *will*  *will not* be paid full salary.

**e. Insurance.**

The Nanny understands that medical insurance is not provided by the Parent(s).

The Parent(s) shall provide the following health insurance benefits for the Nanny:

\_\_\_\_\_.

The Parent(s) shall pay \_\_\_\_% of the Nanny’s automobile insurance (not including the deductible).

The Parent(s) shall provide Workers Compensation insurance.  
Note: This is required in some states.

**f. Automobile.**

The Nanny shall be compensated for work related mileage at the federal reimbursement rate per mile.

The Nanny shall use an automobile provided by the Parent(s) for  
 *work related use only*  *work and personal use.*

\_\_\_\_\_.



**g. Meals and Food.**

- The Nanny shall have the option of preparing meals for herself from food purchased by the Parent(s).
- The Nanny shall provide for her own meals.

**h. Additional Benefits and Reimbursements.**

- The Parent(s) will reimburse the Nanny for all pre-approved expenses incurred by the Nanny while caring for the Kid(s).
- The Parent(s) shall also provide and/or reimburse: \_\_\_\_\_  
\_\_\_\_\_.

**6. House Rules.**

- The Kid(s) are allowed to watch television with the following limitations: \_\_\_\_\_  
\_\_\_\_\_.
- The Kid(s) are allowed screen time on \_\_\_\_\_ with the following limitations: \_\_\_\_\_.
- Discipline of the kids shall be as follows: \_\_\_\_\_  
\_\_\_\_\_.

The Nanny shall follow the Parent(s) direction and preferences concerning actions that give rise to discipline.

The Nanny  *is*  *is not allowed to have visitors*. The Nanny shall provide \_\_\_\_\_ hours advance notice of visitors.

- The Nanny will provide the Parent(s) with advance notice of any excursions  in an automobile  *outside the home*  *more than* \_\_\_\_\_ *blocks from the home*  *more than* \_\_\_\_\_ *miles from the home*.
- The Nanny understands that smoking is not permitted. The Nanny agrees never to smoke (and to not allow her visitors to smoke) in the workplace or while providing childcare to the Kid(s) even on walks, trips to playground, outside activities or field trips.
- The Nanny is not permitted to use, or be under the influence of, alcohol or illegal drugs while the Nanny is on duty. The Nanny shall not be under the influence of any substance, even if legal or by prescription, if it impairs her ability to care for the Kids(s).
- The Nanny agrees to maintain valid credentials for providing child care according to state law including but not limited to child CPR and First Aid. The Nanny will provide proof of credentials at the request of the Parent(s).



The Nanny shall keep up on all recommended vaccinations and shall obtain annual influence vaccinations.

Other house rules: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### 7. Term and Termination Of Employment.

The term of this Agreement shall continue until it is terminated by either party in accordance with the provisions hereof. The Nanny is an at will employee and may choose to work for the Parent(s) for as little or as long as the Nanny desires. Likewise, the Parent(s) may continue the Nanny's employment for as little or as long as they wish. Both parties agree to provide \_\_\_\_\_ days advance notice of intent to terminate this Agreement (or pay in lieu of such notice), except when such termination is for cause. At time of termination, and prior to receipt of final paycheck, the Nanny agrees to return all property of the Parent(s), including, but not limited to, house and car keys, remote entry devices, and car safety seats.

The Parent(s) may immediately terminate for cause and without any advance notice for the following:

- Allowing the safety of the Kid(s) to be compromised
- Inconsistent or non-performance of agreed upon job responsibilities
- Dishonesty or lying
- Stealing
- Misuse of the Parent's automobile
- Breach of confidentiality clause
- Persistent tardiness of more than 15 minutes without valid reason
- Unapproved visitors
- Smoking during work hours
- Consumption of alcohol during work hours
- Illegal drug use
- Breach of any of the terms of this Agreement by the Nanny



Reasonable apprehension that the Nanny will cause harm to the Kid(s), the Parent(s) or the property of either.

\_\_\_\_\_  
\_\_\_\_\_.

The Nanny may immediately terminate for cause and without any advance notice for the following:

Failure of the Parent(s) to remit payment within \_\_\_\_ days of notice that payment was not received on the due date

Failure of the Parent(s) to provide a safe work environment

Breach of any of the terms of this Agreement by the Parent(s)

\_\_\_\_\_  
\_\_\_\_\_.

### 8. Confidentiality.

The Nanny understands that any and all private information obtained about the Kid(s) and the Parent(s) during the course of employment, including, but not limited to, medical, financial, legal, career and assets are strictly confidential and may not be disclosed to any third party for any reason. The obligations of the Nanny under this clause shall survive termination of this Agreement.

### 9. Accuracy and Completeness of Information.

The Nanny represents and warrants that the information contained in or provided in the course of her application or interview for this position is accurate in all material respects, and that she did not omit any material information that was requested. Further, the Nanny represents and warrants that she does not have a criminal record, that she is permitted to work in the United States. The Nanny agrees to promptly notify the Parent(s) in the event that she is convicted of a crime.

### 10. General Provisions.

**a. Entire Agreement.** This Agreement contains the entire understanding of the Nanny and the Parent(s) with respect to employment of the Nanny and supersedes any and all prior understandings, written or oral. This Agreement may not be amended, waived, discharged or terminated orally, but only by an instrument in writing, specifically identified as an amendment to this Agreement, and signed by all parties. By entering into this Agreement, the Nanny certifies and acknowledges that she has carefully read all of the provisions of this Agreement and that she voluntarily and knowingly enters into said Agreement.

**b. Severability.** Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be deemed severable from the remainder of this Agreement, and the remaining provisions contained in this Agreement shall be construed to preserve to the maximum permissible extent the intent and purposes of this Agreement.



Any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

**c. Governing Law.** This Agreement shall be construed under and in accordance with the laws of the state where the workplace is located.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered.

Parent(s):

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

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

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

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

Nanny:

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

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

