

NANNY CONTRACT

1. 1. Parties

This Nanny Employment Agreement (the "Agreement") is made effective as of [EFFECTIVE DATE] between [PARENT OR GUARDIAN NAME(S)], residing at [FAMILY ADDRESS] (the "Family" or "Employer"), and [NANNY NAME], residing at [NANNY ADDRESS] (the "Nanny"). The Family and the Nanny are referred to individually as a "Party" and together as the "Parties." Day-to-day contact will be through [PRIMARY PARENT CONTACT AND PHONE] and [NANNY PHONE]. Written notices under this Agreement are effective when delivered by hand or sent to [FAMILY EMAIL] and [NANNY EMAIL] with confirmation of receipt. Each Party confirms that the person signing below has authority to do so and has read the full Agreement before signing.

2. 2. Children Covered and Position

The Nanny is employed to provide in-home care for the following children: [CHILD ONE NAME, DATE OF BIRTH], [CHILD TWO NAME, DATE OF BIRTH], [CHILD THREE NAME, DATE OF BIRTH] (the "Children"). Care will be provided primarily at [PRIMARY WORK ADDRESS] and at locations reasonably related to the care of the Children, such as schools, parks, libraries, and scheduled activities. Employment begins on [START DATE] and includes a trial period of [TRIAL PERIOD, e.g., 30 days], during which either Party may end the employment with [TRIAL NOTICE, e.g., three days] notice. If an additional child joins the household by birth, adoption, or a change in custody arrangements, the Parties will meet within [REVIEW WINDOW, e.g., 30 days] to review the duties and the rate of pay before the change takes effect.

3. 3. Schedule and Guaranteed Hours

The regular schedule is [DAYS OF WEEK] from [START TIME] to [END TIME], totaling [SCHEDULED HOURS] hours per week. The Family guarantees payment for [GUARANTEED HOURS] hours each week regardless of whether the Family uses all of those hours, including weeks when the Family travels, a child is out of the home, or the Family cancels care. Guaranteed hours are not reduced by Family vacation or by days the Family chooses not to use care. The Nanny will be given at least [SCHEDULE CHANGE NOTICE, e.g., seven days] notice of any change to the regular schedule. Occasional additional hours, evenings, or overnight care are arranged by mutual agreement in advance and are paid in addition to the guaranteed hours at the rates in Section 6.

4. 4. Duties and Responsibilities

The Nanny will provide attentive, age-appropriate care for the Children, including supervision, safety, bathing, diapering or toileting support, naps, and bedtime routines as applicable. Duties also include preparing and serving meals and snacks for the Children and cleaning up afterward; washing, folding, and putting away laundry belonging to the Children; keeping the play areas, bedrooms, and eating areas of the Children tidy; sterilizing bottles and washing dishes used by the Children; school drop-off and pickup at [SCHOOL NAME AND TIMES]; transportation to and from scheduled activities listed in [ACTIVITY SCHEDULE]; homework support; and planning age-appropriate play, outings, and enrichment activities. The Nanny will keep a daily log of meals, naps, medications, and notable events using [LOG METHOD] and will communicate anything unusual to the Family the same day.

5. 5. Work Not Included

The position is childcare. The following are not part of the duties of the Nanny and will not be assigned without a written amendment and an agreed adjustment to pay: cleaning that is unrelated to the Children, including bathrooms used by adults, floors throughout the home, windows, and deep cleaning; laundry, ironing, or errands

for adults in the household; cooking meals for adults; caring for pets beyond incidental feeding agreed in writing; managing contractors, deliveries, or household projects; and care for children who are not named in Section 2, including visiting relatives, neighbors, or the children of friends. If the Family wishes to add household management duties on an ongoing basis, the Parties will negotiate a revised rate and a written description of the expanded role before those duties begin.

6. 6. Compensation, Overtime, and Pay Stubs

The Nanny will be paid a gross rate of [HOURLY RATE] per hour for all hours worked up to forty hours in a workweek. All hours worked beyond forty in a single workweek will be paid at one and a half times the regular hourly rate, or [OVERTIME RATE] per hour. Overtime is calculated on gross pay before withholding and cannot be replaced with compensatory time off. Guaranteed hours under Section 3 are paid whether or not they are worked. Pay is issued [PAY FREQUENCY, e.g., every Friday for the prior workweek] by [PAYMENT METHOD], accompanied by a written pay stub showing gross pay, hours worked, overtime hours, each tax withheld, and net pay. Approved out-of-pocket expenses and mileage are reimbursed on the same schedule.

7. 7. Household Employee Status and Tax Withholding

The Parties acknowledge that the Nanny is a household employee of the Family and not an independent contractor. The Family, as a household employer, will obtain an employer identification number, withhold the share of the Nanny of Social Security and Medicare taxes, pay the employer share of those taxes, handle federal and state unemployment obligations, and file all required returns. The Family will issue the Nanny a Form W-2 for each calendar year and will not report wages on a Form 1099. Income tax withholding will be handled as follows: [WITHHOLD FEDERAL AND STATE INCOME TAX / WITHHOLD ONLY WHERE REQUIRED], based on the Form W-4 completed by the Nanny. Nothing in this Agreement requires the Nanny to pay the employer share of any payroll tax or to accept a reduction in the agreed gross rate to cover it.

8. 8. Paid Time Off, Holidays, Sick Days, and Backup Care

The Nanny receives [PAID VACATION DAYS, e.g., 10] paid vacation days per year, of which [NANNY CHOICE DAYS] are chosen by the Nanny with [VACATION NOTICE, e.g., 30 days] notice and the remainder are chosen by the Family with the same notice. The Nanny also receives [PAID SICK DAYS, e.g., 5] paid sick days per year and the following paid holidays: [HOLIDAY LIST]. A holiday falling on a scheduled workday is paid at the regular rate without work. If a child is ill and stays home, the Nanny is expected to work and is paid normally unless the Family directs otherwise; the Nanny will not be asked to care for a child with [EXCLUSION CONDITIONS, e.g., a fever above 101 degrees or a contagious illness] without agreement. If the Nanny is ill, the Nanny will notify the Family by [NOTIFICATION TIME] and the Family will arrange backup care through [BACKUP CARE ARRANGEMENT].

9. 9. Emergency Medical Authorization and Emergency Contacts

The Family authorizes the Nanny to consent to and obtain emergency medical, dental, and surgical treatment for the Children when a parent or guardian cannot be reached, including calling 911, accompanying a child in an ambulance, and authorizing treatment recommended by a licensed medical provider. The Family will pay all costs of that treatment and will maintain health insurance for the Children under policy [INSURANCE POLICY NUMBER AND CARRIER]. The Family will keep a signed medical authorization form, insurance cards, and the following information current and posted in the home: pediatrician [PEDIATRICIAN NAME AND PHONE]; preferred hospital [HOSPITAL NAME AND ADDRESS]; poison control; and emergency contacts [EMERGENCY CONTACT ONE] and [EMERGENCY CONTACT TWO]. The Family will disclose in writing all allergies, chronic conditions, and medications for each child, including dosing instructions and whether the Nanny

is authorized to administer them.

10. 10. Transportation and Driving the Children

The Nanny [IS / IS NOT] authorized to transport the Children by vehicle. If authorized, the Nanny will maintain a valid driver license, will provide a copy of that license and of the driving record on request, and will carry automobile liability insurance of at least [MINIMUM COVERAGE]. Driving will be done in [FAMILY VEHICLE / VEHICLE OF THE NANNY], and the Family will maintain insurance covering the Nanny as a permitted driver of any Family vehicle. Every child will ride in an appropriate car seat or booster seat that is correctly installed, and the Nanny will not transport more children than there are properly installed seats. Mileage in the vehicle of the Nanny is reimbursed at [MILEAGE RATE] per mile. The Nanny will not use a mobile phone while driving and will not transport the Children outside [TRAVEL RADIUS] without prior approval.

11. 11. Discipline, Screen Time, Food, and House Rules

The Nanny will follow the parenting approach described by the Family, which relies on [DISCIPLINE APPROACH, e.g., redirection, natural consequences, and brief calm-down time]. Corporal punishment of any kind, including spanking, shaking, or physical restraint beyond what is needed to prevent immediate harm, is prohibited, as is withholding food, shaming, or yelling at a child. Screen time is limited to [SCREEN TIME LIMIT] per day and to [APPROVED CONTENT]. Meals and snacks will follow [FOOD RULES AND RESTRICTIONS], and no food outside those rules will be given without approval. Additional household rules are: [HOUSE RULES, e.g., shoes off indoors, no visitors, outdoor play daily, nap by 1:00 p.m.]. The Nanny will not have personal guests in the home and will not invite other caregivers or children into the home without prior written approval from the Family.

12. 12. Confidentiality, Photographs, and Social Media

The Nanny will treat as confidential all information observed in the course of employment, including the schedules and whereabouts of the Family, financial and medical information, security codes, documents, correspondence, and the names and images of the Children. The Nanny will not post, share, upload, or transmit any photograph, video, audio recording, or written description of the Children or the home on any social media platform, messaging group, or public website. Photographs taken during the workday belong to the Family and will be shared only with the Family through [PHOTO SHARING METHOD] and deleted from personal devices on request. The Nanny will not disclose the address of the Family or the identity of the Children to third parties without permission. These obligations continue after the employment ends and are not limited by any time period.

13. 13. Background Check, Certifications, and Insurance

The Nanny consents to a background check before employment begins and to periodic rechecks no more than [RECHECK FREQUENCY, e.g., once every 24 months], covering criminal history, driving record, and verification of references and identity. The Nanny represents that all information provided in the application and interview is accurate and that nothing prevents the Nanny from working with children. The Nanny will hold current certification in infant and child CPR and first aid, and the Family will reimburse the cost of renewal up to [CERTIFICATION REIMBURSEMENT]. The Family will carry the workers compensation coverage required in [STATE] for household employees, or the equivalent coverage available through the homeowner or renter policy, and will confirm with its insurer that a household employee is covered. The Family will notify its insurer of the employment of the Nanny where required.

14. 14. Reviews, Raises, Notice, Severance, and Termination

The Parties will hold a written performance review at [FIRST REVIEW, e.g., 90 days] and annually thereafter, at

which pay, duties, and paid time off will be discussed. The Family will consider an annual increase of at least [ANNUAL RAISE TARGET] on the anniversary of the start date, subject to performance. Either Party may end the employment for any lawful reason by giving [NOTICE PERIOD, e.g., four weeks] written notice. If the Family ends the employment without cause, the Family will pay [SEVERANCE, e.g., four weeks of pay at the guaranteed hours rate] whether or not the notice period is worked. No notice or severance is owed if the employment ends for cause, which includes endangering a child, working while impaired, theft, falsifying hours, repeated unexcused absence, or a material breach of Section 11 or Section 12.

15. 15. Signatures

By signing below, both Parties confirm they have read this Agreement, understand it, and agree to be bound by it as of the Effective Date. This Agreement is the complete agreement between the Parties regarding the employment and replaces any prior offer letter, text message, or verbal arrangement, and it may be amended only in writing signed by both Parties. FAMILY: [PARENT OR GUARDIAN NAME]. Signature: _____. Printed Name: [FAMILY SIGNER NAME]. Date: [DATE]. NANNY: [NANNY NAME]. Signature: _____. Printed Name: [NANNY SIGNER NAME]. Date: [DATE]. This Agreement may be signed in counterparts, and electronic signatures have the same effect as original signatures.

16. Disclaimer

This template is provided for general informational purposes only and is not legal advice. Household employment rules differ by state and by city, and requirements for overtime, paid sick leave, written notice of pay rate, workers compensation, and domestic worker bills of rights vary widely across the United States. Payroll tax thresholds and forms also change from year to year. Review and adapt this document for your own household and location, and consult a licensed attorney or a payroll provider that specializes in household employment before relying on it. Use of this template does not create an attorney-client relationship with ScanContract.