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Nanny, Newborn Care and Family Assistant Work Agreement Contract Example

This is an example nanny work contract to help parents, nannies, nanny agency owners and local lawyers discuss the unique aspects of a nanny working in an employer’s home. This example should be modified as needed for each family and entire sections may be deleted if not applicable (newborn care and live-in). Local and state laws vary, so employers are encouraged to consult an employment attorney for employment contract advise.

Section 1: The Parties

This Agreement is entered on **insert date** between the hiring family of **insert family last names** (herein known as Family) and the childcare provider **insert Nanny’s name** (herein known as Nanny). Whereas the Family requires the services of Nanny to take care of their child(ren). This Agreement is entered between the Family and the Nanny on the terms and conditions set forth below:

Family	Address	City, State, Zip	Phone
Insert parent name	Insert address	insert city, state and zip	xxx-xxx-xxxx
Insert parent name	Insert address	insert city, state and zip	xxx-xxx-xxxx

Children	Age
Insert child’s name	Insert age
Insert child’s name	Insert age

Nanny	Address	City, State, Zip	Phone
Insert nanny name	Insert address	insert city, state and zip	xxx-xxx-xxxx

Date of Birth	Email Address
Insert date of birth	insert email address

Emergency Backup (in the event the Family is not able to be reached)
 Name: **Insert person’s name** Phone: **Insert person’s phone number**
 Name: **Insert person’s name** Phone: **Insert person’s phone number**



Section 2: Job Duties

Nanny is employed to provide a safe environment and care for the child(ren). Nanny may be asked to perform additional duties that contribute to safety and well-being of the child(ren). Job duties include: **check all that apply**

- Wake-up routine
- Transportation
- Homework
- Clean playroom
- Prepare meals
- Nap time
- Bathing
- Child's laundry
- Prepare snacks
- Play time
- Bedtime routine
- Clean diaper bin
- Mealtime clean up
- Clean up messes
- Restock diaper bag
- Make beds
- Clean dishes

Nanny may be hired as a newborn care specialist. Newborn and infant care job duties include **check all that apply**

- Sterilize bottles
- Clean toys
- Clean stroller
- Sleep train
- Wash baby clothes
- Baby led weaning
- Reading time
- Music time
- Kangaroo care
- Baby wearing
- Tummy time
- Use pacifiers
- Log food intake
- Log bodily fluids
- Log sleep time
- Swaddling
- Track developmental milestones
- Change diaper at least every 2 hours
- Re-stock changing area & diaper bag
- Insert additional tasks**

Nanny will follow all American Association for Pediatrics (AAP) sleep recommendations including but not limited to no blankets, bumpers, pillows, toys or stuffed animals in the sleeping area. Baby will be placed on their back on a flat and firm sleeping surface. Infants should sleep in the parents' room, close to the parents' bed but on a separate surface (room sharing). If Nanny is working overnight, the Nanny will be in the same room as the infant.

According to the AAP, studies have reported a protective effect of pacifiers on the incidence of SIDS, even if the pacifier falls out of the infant's mouth. The pacifier should be used when placing the infant for sleep. It does not need to be reinserted once the infant falls asleep. Pacifiers that attach to infant clothing, stuffed toys, or other objects will not be used with sleeping infants.

Insert additional job description and/or duties:

Nanny may have additional duties as a child educator or family assistant/housekeeper. **Family can pick one or the other, not both.** There are not enough hours in the day for a Nanny to do 3 jobs. Family assistant duties will take time away from childcare duties.



Child educator duties. Family will provide all necessary supplies at no cost to Nanny.

- Daily lesson plans
- Fitness/exercise
- Homework Help
- Baby sign language
- Music enrichment
- Art enrichment
- Reading time
- Second language
- Trips (park/library)
- STEM activities
- Insert additional tasks**

Family assistant/housekeeper duties. Family will provide all necessary supplies at no cost to Nanny.

- Cook family meals
- Dust
- Mop/vacuum
- Grocery store
- Clean kitchen
- Clean bathrooms
- Trash/recycling
- General shopping
- Expense reports
- Family's laundry
- Pet care
- Dry cleaning
- Manage repairs
- Insert additional tasks**

Insert additional job description and/or duties:

Section 3: Workdays and Hours

Nanny agrees to a full background, criminal, drug screening, and/or credit check prior to or at any time during employment with Family. Nanny agrees to provide at least **three (3)** professional and/or personal references that can be contacted by Family to confirm previous dates of employment, reason for ending employment, employee experiences, age and number of children cared for, and other relevant employment information.

Nanny agrees to start employment with Family on **insert date**.

Work will be performed at this address: **insert address(es)**

Family and Nanny agree to work the following standard work week:

Monday	from	insert start time	to	insert end time
Tuesday	from	insert start time	to	insert end time
Wednesday	from	insert start time	to	insert end time
Thursday	from	insert start time	to	insert end time
Friday	from	insert start time	to	insert end time
Saturday	from	insert start time	to	insert end time
Sunday	from	insert start time	to	insert end time

- Nanny may be needed for additional hours beyond the standard work week
- Nanny may be needed for overnight care
- Nanny may travel with family
- Nanny may be needed 24 hours over multiple days to cover business travel
- Nanny may be needed when a child or parent is home sick



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- Nanny does not have a standard work week. The work week will vary and will be communicated to the Nanny at least **2 weeks** in advance.

Section 4: Compensation

Family agrees to abide by all local, state and federal employment laws regarding employing a domestic worker. According to the Fair Labor Standards Act (FLSA), Nannies are non-exempt, hourly employees entitled to overtime compensation for hours worked more than 40 per week. Nanny agrees to provide the Family with completed W-4 and I-9 forms.

Family will withhold the required Social Security & Medicare taxes from the 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, Family will match the employee's Social Security & Medicare contributions and make contributions to the state and federal unemployment insurance funds on behalf of the Nanny. Family will report employee's earnings to the Social Security Administration so that employee receives appropriate credits. Family and Nanny agree to pay taxes. Family will provide Nanny with a W-2 tax form by January 31 for the previous year's employment.

Family will have workers compensation insurance in the event the nanny is injured while working.

- Family and Nanny have agreed to a paid orientation at the Nanny's standard hourly rate. Family will provide at least **4 hours** of paid time for the Nanny to shadow the Family.

Family will orient Nanny to the home and family routine, discussing the rules and job expectations. Family will provide demonstrations on how Family wants Nanny to execute Nanny job duties. Family will also prepare Nanny for potential emergencies including fire, tornado, earthquake, or flood by sharing an emergency plan and showing Nanny the location of emergency supplies (fire extinguishers, first aid kit, escape routes, et al).

Family will notify Nanny if there are guns or firearms in the home and always provide secure lock box for all weapons that cannot be accessed by the Child(ren).

Family will inform Nanny if the child(ren) has any allergies, medical issues such as asthma and/or diet or food restrictions.



Nanny is not a medical professional and will not administer medication.

If medication is required, Family will provide a medical authorization and administration form. Family will provide detailed instructions for any medicine or medical procedures such as use of an Epi-pen. Nanny will confirm with Family prior to administering ANY and ALL doses of medication and will document all medications in a dosing log.

Wages and Benefits:

Nanny will be paid \$ per hour. Nanny will submit an exact time sheet for all hours worked during the week at the end of day on **Tuesday**. Nanny will be paid each **Friday** for the previous week of work.

Nanny will be paid \$ per hour for overnight childcare. The US Department of Labor has published guidelines (Fact Sheet #79D) for overnight workers Nanny. This covers federal employment, but state laws may differ. FLSA does not require extra pay for night work. When an employee is on duty (that is they must be in the home and prepared to provide services when required), they are working. A nanny who must watch over her charge even when sleeping is on duty and must be paid for all that time. Under the FLSA, an employee who reads a book, knits, or works a puzzle while awaiting assignments is working during the period of inactivity. In such cases, the employee is "engaged to wait" and must be paid for such time. In some circumstances, an employer may exclude up to eight hours an employee spends sleeping at the worksite from the time for which an employee must be paid. The requirements for excluding sleep time include when the employee is a live-in employee or the employee is working a shift of 24 hours or more.

Nanny will be paid by

- Payroll company: **insert name** Direct Deposit Check
 Zelle or Venmo Paypal Other: **insert**

Nanny duties may include travel with Family. **Note: The rules on what kinds of travel time are (and are not) compensable for non-exempt employees are complex so consult an employment expert.** Family will pay for all travel expenses including but not limited to cost to obtain a passport, flights, accommodation, transportation and meals. All time spent in "travel status," including time spent "in transit," during the employee's regular working hours and in the regular workweek, is considered hours worked for pay purposes. Travel that takes place outside the employee's normal or regular working hours is not counted as time worked and is not paid. Time spent on personal activities



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(e.g., eating or sleeping) on standard non-working days is not counted as time worked for pay purposes, provided the employee has no work duties or responsibilities.

Family will guarantee Nanny at least **insert number** of hours per week. Guaranteed hours ensure the nanny receives a paycheck each week even if the Nanny is not needed to work that week. Guaranteed hours only apply when the Nanny is able and willing to work but the Family chooses not to schedule the Nanny.

Nanny will not be expected to work when inclement weather prevents safe travel as declared by the local city or county. Days missed due to inclement weather will not count as holidays or vacations days and will be **select - paid or unpaid**.

Family will pay Nanny an additional **\$5 per half hour** on top of standard wages if Family does not return home at the scheduled time.

Family will pay Nanny a **\$10 per day** late fee if Family does not pay Nanny on time. If Nanny is not paid within 7 days, Nanny may choose to terminate the employment without providing notice. When employment is terminated, Family is required to pay Nanny for all hours worked.

If selected, payment for the following benefits will occur with the weekly salary payment after the first of the month to cover expenses for the previous month:

Medical insurance. Family will pay Nanny **\$amount** per month for health insurance. Family is not permitted to inquire about Nanny medical information but can ask to see proof of health insurance coverage (i.e., a bill).

Auto insurance. Family will pay Nanny **\$amount** per month for auto insurance. In case of an auto accident while Nanny is using a vehicle during work hours, the **\$amount** deductible will be paid by **who - Nanny or Family**. All traffic violations and tickets will be disclosed to Family and will be Nanny's responsibility.

Cell phone. Family will pay Nanny **\$amount** per month for cell phone.

Transportation. Family will pay Nanny **\$amount** per month for public transportation or **\$amount** per month for parking.

Meals. Nanny is expected to **provide his/her/their own meals or Nanny is allowed to eat** the same meals and snacks as prepared for the child(ren).



Family recognizes the importance of childcare training, certification and professional development. Family agrees to pay up to **\$350** per quarter for professional development. Family will pay the Nanny Institute, Nanny Association or other provider directly or provide a stipend to the Nanny. Nanny will show successful completion of each program prior to receiving funds for the next quarter. The 2.5-year training plan includes:

1 st Quarter: Basic Childcare Certification	Nanny Institute	\$350
2 nd Quarter: Intermediate Certification	Nanny Institute	\$350
3 rd Quarter: Certified Nanny	US Nanny Association	\$299
4 th Quarter: Parent and Nanny Conference	US Nanny Association	\$199
Renew CPR and First Aid Certification	American Red Cross	\$89
5 th Quarter: Advanced Childcare Certification	Nanny Institute	\$350
6 th Quarter: Specialist Childcare Certification	Nanny Institute	\$350
7 th Quarter: Certified Newborn and Infant	US Nanny Association	\$299
8 th Quarter Parent and Nanny Conference	US Nanny Association	\$199
9 th Quarter: Professional Childcare Certification	Nanny Institute	\$350
10 th Quarter Certified Professional Nanny	US Nanny Association	\$299

Family agrees to provide a performance review at **6 weeks** and then annually. Exceeding expectations may earn a monetary bonus at each performance review.

Vacation

If the following holidays fall on a standard workday, the Nanny will get a paid holiday. If the Nanny is asked to work the holiday, the Nanny will receive **select - standard or overtime** pay.

- New Year’s Eve Independence Day Day after Thanksgiving
- New Year’s Day Labor Day Christmas Eve
- Memorial Day Thanksgiving Day Christmas Day
- President’s Day Martin Luther King Juneteenth
- Insert additional holidays**

Nanny earns **1 week** of paid vacation every **six months** with a total of 10 days paid vacation per year. Vacation **must be used within 6 months** or vacation **does/does not** carry over to the following year. Nanny **does or does not** have the option to convert vacation days to paid wages. Nanny must provide at least **4 weeks’** notice prior to taking vacation unless vacation days are needed to manage an illness, emergency or unexpected event.



Sick Time

Nanny has **insert number** of paid sick days per year. If Nanny has used all sick days and requires additional time off, the Nanny can use vacation time, or the time off will be unpaid. **Note: check local laws as some states have minimum requirements for paid sick time.**

Expense Reimbursement

Nanny will submit an itemized report and receipts for all expenses by the end of day on **Tuesday**. All pre-approved, work-related expenses will be reimbursed at cost. Nanny will be reimbursed each **Friday** for the previous weeks’ expenses.

If transporting children, Nanny will submit an itemized mileage report by the end of day on **Friday**. Nanny will be reimbursed per the IRS mileage reimbursement rate which covers gas and general wear and tear each **Tuesday** for the previous weeks’ travel.

Section 5: Collaboration

Nanny or Family can request a review and revision of this agreement at any time and it is recommended to review at least annually. Revision of this agreement should occur when the job duties have changed, the addition of more children, the children have different childcare needs and/or the day and hours have significantly changed. Family and Nanny will provide input and agree on terms prior to instituting a new contract.

Children need consistency so the Family and Nanny must align on the childcare approach and provide regular updates. Family and Nanny will communicate: **check all that apply**

- In person during the handoff Childcare App Printed daily log
- Insert preferred communication method** Email Text

Nanny will adapt the following parenting approaches: **check all that apply**

- Positive discipline Reward chart Montessori Conservative
- Re-direction 1-2-3 Magic Reggio Emilia Gender-neutral
- Time out Loss of privileges Pikler & RIE LGBTQIA+
- Child led Waldorf Steiner **Insert additional parenting preferences**

Insert any additional parenting information:



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Nanny is forbidden from hitting, grabbing, shaking or forcefully holding any child at any time. Children will always have full control of their bodies. Nanny will not yell, swear, hit, shake, or spank child at any time, for any reason.

Nanny will enforce the following house rules including: **check all that apply**

- Make bed
- Bath **x per week**
- Apologize
- Daily homework
- Clean room
- Bedtime at **time**
- Ask permission
- Daily reading
- X hours** of screens
- Wake up at **time**
- Daily exercise
- Family dinners
- Insert additional house rules including any chores**

Family **does or does not have** pets. The pets include **insert type of pet and name of each pet**. Regarding pets, Nanny will

- Not have any responsibility for caring or supervising any of the pets.
- Have the following responsibilities for pet care
 - Supervising
 - Food and water
 - Clean cage
 - Walks
 - Waste
 - Medication
 - Insert pet care**

Section 6: Employment Requirements

In the event of an emergency, Nanny will call 9-1-1 and contact Family. Nanny will call Poison Control at 1-800-222-1222 if child ingests or has potentially ingested something that could be harmful.

Mandated reporters are typically defined as professionals who have regular contact with vulnerable people, such as children, that are legally required to report any suspicion of child abuse or neglect to the relevant authorities. Mandated reporting regulations vary by state. In 47 states, mandated reporters are designated by their profession which often includes childcare providers. In Indiana, New Jersey, and Wyoming, all persons are required to report, regardless of their profession.

Those working as nannies who have reasonable cause to suspect or believe that a child under the age of 18 has been abused, neglected, or is placed in imminent risk of serious harm should feel confident in reporting their concerns to the local child protective services office or law enforcement agency. To become more comfortable with the role of being a mandated reporter, nannies should take mandated reporting training courses provided by the state in which they work.



Nanny will have valid driver’s license, auto insurance, safely maintained, clean and reliable vehicle. Family will provide a car seat for Nanny to use with Child. Family or a car seat technician will correctly install the car seat into Nanny’s car. When the child is in the vehicle, Nanny will:

- ensure proper use of all child safety equipment including car seats and appropriate restraints
- drive in a safe manner with no distractions such as applying makeup or eating
- not use cell phone for calls, texting, internet, or any other usage while driving
- not leave child unattended in the car
- not have any guns, drugs or illegal items in the car while transporting the child

Nanny is expected to treat the Family home as a professional work environment. Nanny will not have any illegal drugs in the house at any time. Nanny will keep all prescription drugs in a secured bag out of reach of child(ren). Nanny will never to smoke while working with child(ren), regardless of location. Nanny will never consume alcohol during work, regardless of the location. Nanny will not bring any guns or assault weapons into the house at any time. Nanny will not bring expensive items to work including but not limited to expensive clothing, shoes, jewelry or electronics. Nanny will not use candles, incense, or any other open flame devices in the home. Nanny will be responsible for damage caused to Family property caused by negligence.

Nanny is expected to always behave as a positive role model. Nanny will arrive on time to work, wearing proper attire and be ready to fulfill all job duties. Nanny will not use any inappropriate language in the house including swearing or playing music with adult lyrics. Nanny will not invite any friends and family to the home. Nanny will not make false promises, lie or steal.

Nanny is expected to create and maintain a safe environment. The child(ren) will not be in the presence of any body of water without direct supervision. This includes not having any access to the pool unless an adult is 100% dedicated to watching the child(ren) with no distractions. For bath time, when the tub is starting to fill, child(ren) will have 100% dedicated adult attending the child(ren) until the tub is fully drained. The child(ren) will not play outside unsupervised near any ponds or other types of water.

Nanny **is/is not** required to have the following vaccinations

- | | | |
|--|---------------------------------------|---|
| <input type="checkbox"/> Varicella | <input type="checkbox"/> Meningitis | <input type="checkbox"/> MMR (Measles, Mumps, Rubella) |
| <input type="checkbox"/> HPV | <input type="checkbox"/> Pneumococcal | <input type="checkbox"/> Tdap (Tetnus, Diphtheria, Pertussis) |
| <input type="checkbox"/> Hepatitis A | <input type="checkbox"/> Hepatitis B | <input type="checkbox"/> Meningococcal |
| <input type="checkbox"/> Influenza (Flu) | <input type="checkbox"/> Covid-19 | <input type="checkbox"/> Other: |

Nanny understands the necessity of discretion and confidentiality for all matters pertaining to the Family and will not discuss (by any means, including electronic



messaging) any personal information related to the Family including but not limited to the Family's employment, finances, friends, relatives, activities, legal or medical conditions. Nanny will not post or disclose any information about Family or child(ren) to any third party for any reason. Nanny understands that no information about the Nanny or Family or child(ren)'s location, plans for the day or pictures of Family or child(ren) should be shared on any social media or digital network.

Family may have cameras and recording devices in the home. Cameras will not be placed in private areas including the bathroom or nanny bedroom. Nanny will not place any recording devices of any kind in Family's property. **Note:** [check local laws if recording audio.](#)

Section 7: Employment Termination

Nanny is an at-will employee and employment may be terminated by either Family or Nanny at any time. Family and Nanny agree to provide **2 weeks' written** notice of intent to terminate this agreement except when such termination is for cause. In lieu of notice, Families can provide Nanny with **2 weeks'** pay. Failure of Nanny to provide notice will forfeit any owed holiday or accrued vacation pay and any form of positive reference or letter of recommendation.

At time of termination and prior to receipt of final paycheck, Nanny agrees to return to Family all Family property, including but not limited to house keys, garage door openers, car seats, strollers and any other property in the same condition as received minus normal wear and tear. Damage to Family property must be properly documented by Family and can then be deducted from final wages.

At time of termination and after employment, Nanny remains bound to the confidentiality and non-disclosure clauses in this agreement.

Family understands the importance of letters of recommendations and will provide a recommendation that is neutral or positive for the Nanny unless the Nanny has an unsatisfactory performance review.

Termination for Cause

Cause includes but is not limited to any action on the part of the Nanny that endangers the child(ren) while in Nanny care, inconsistency or nonperformance of job responsibilities, or unprofessional behavior including but not limited to theft or dishonesty, smoking or alcohol use, use of any illegal drugs, persistent tardiness or absenteeism, or violation of the confidentiality clause. Additional actions for cause and



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resulting in an immediate termination include hitting, spanking, swearing, or yelling at child(ren), misuse of family property including Family automobile, unapproved guests, and/or any other significant action that negatively impacts child(ren), home or Family.

Family does not pay notice or severance on termination for cause. Family reserves the right to offer such pay, at sole discretion of Family. Any payment of severance is conditioned upon the execution of a full release of any claims against Family arising out of employment and/or termination, except for rights such as unemployment compensation.

Section 8: Live-In Requirements (if applicable)

The US Department of Labor has published guidelines (Fact Sheet #79B) for live-in workers including childcare providers. Live-in domestic service workers must earn at least the federal minimum wage for all hours worked. Domestic service workers who reside in the employer's home may be except from the FLSA's overtime pay requirement. [Note: certain states such as CA, HI, MA, MD, ME, MN, NJ, NV, NY and OR have special overtime requirements for live-in employees.](#)

Family will not ask or expect Nanny to work during off-hours. If Nanny is not working and the child(ren) wants to show the Nanny the picture they drew, Nanny will be courteous and take a few minutes to look at the photo. Nanny will not be expected to but sit down and join the child.

Nanny will be provided with a fully furnished private room **and a bathroom** (herein known as Nanny Quarters). **Furnishings will be in excellent condition and will include a queen size bed with sheets and comforter, a small desk, a bookshelf, a flat screen wall mounted television, a nightstand, a lamp, and a dresser. Bed and bath linens are provided;** Nanny is responsible for their upkeep as well as Nanny's personal laundry. Nanny is expected to keep all Family property clean and well maintained.

Room and board include electricity, water, wireless internet, trash pickup and common household supplies such as cleaning supplies and tools (plunger, hammer, etc.).

Nanny Quarters will be off-limits to the Family, unless required for household maintenance and/or repair purposes. For routine maintenance (e.g., carpet cleaning), Family will provide notice at least twenty-four (24) hours in advance to entering Nanny Quarters so that Nanny may plan to have personal items and valuables placed out of view.



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The child(ren) shall not be taken to the Nanny Quarters at any time.

Nanny will keep all personal property within the provided Nanny Quarters. Nanny will have **garage parking for personal vehicle** and **garage storage available for large equipment** such as a bike.

Nanny will have at least one cabinet in the kitchen and one shelf in the refrigerator for personal food and cooking supplies. **Nanny can or cannot use Family cooking supplies and food.** Nanny cannot use food that is reserved for the Child(ren) or an upcoming event. During time off Nanny **is or is not** invited to eat meals with Family.

Nanny is expected to maintain and clean Nanny Quarters. Snack food may be eaten in Nanny Quarters; however, all remaining plates, glasses, empty boxes or bags etc. must be removed immediately to the kitchen for disposal. This is important to prevent insect issues. Cleanliness of Nanny Quarters is the sole responsibility of Nanny.

If a housecleaning service is hired, Nanny Quarters will not be included to protect privacy of Nanny.

Nanny may use common areas (living room, kitchen, dining room) and **community amenities** that may include pool, tennis court, basketball court, bike paths, et al.

Nanny can entertain friends and family (herein known as **Guest**) in the home during non-working hours if the Guests respect the property, abide by the guidelines listed in this agreement as applicable (i.e., do not smoke in the house), and do not disrupt the household. Permission is required in advance for any **overnight guests** or guests visiting the home anytime between 10PM and 8AM.

Permission is required in advance for any pets.

Nanny's personal belongings will not be covered by the Family in the event of loss or damage. Nanny is encouraged to get renters insurance in the case of fire, theft, flood, or other property loss causes.

Nanny will comply with all **residential community rules** including not parking on the street, not having glass containers at the pool, and all other community rules which will be provided and reviewed upon hiring.

Insert additional live-in considerations:

The remainder of this page is intentionally blank.



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This Agreement is entered between the hiring family of **insert family last names** and the childcare provider **insert Nanny's name**.

By signing below, I confirm that the information provided in this agreement is accurate and true to the best of my knowledge. By my signature below, I certify that I have read, fully understand and accept all terms of this agreement. An e-signature is accepted as an electronic equivalent of a hand-written signature.

Printed Name (Nanny)	Signature (Nanny)	Date
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Printed Name (Family)	Signature (Family)	Date
-----------------------	--------------------	------

Printed Name (Family)	Signature (Family)	Date
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This document must be signed twice by both parties so Family and Nanny each have a copy for their records.