

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(ren) identified below (the "Child(ren)") 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. Child information

Child #1 name: _____ Date of birth: _____
Any relevant medical or allergy information _____
Child #2 name: _____ Date of birth: _____
Any relevant medical or allergy information _____
Child #3 name: _____ Date of birth: _____
Any relevant medical or allergy information _____

c. Nanny's information

Address: _____
City: _____ State: _____ Zip Code: _____
Phone Numbers: _____

d. Worksite address

☐ Same as the Parents' address above.
☐ Address: _____
City: _____ State: _____ Zip Code: _____

e. Emergency contacts & authorized pickups

Emergency contact (other than Parent(s)): _____
Phone: _____ Relationship _____
The following individuals are authorized to pick up the Child(ren):

2. Work hours and location

a. Nanny work hours

Monday: _____ Friday: _____
Tuesday: _____ Saturday: _____
Wednesday: _____ Sunday: _____
Thursday: _____

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 Nanny shall never leave a child unattended at any time while on duty.

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.

☐ This is a live-in nanny arrangement. Live-in arrangements have different overtime thresholds and may include additional terms (room and board, private space, house access). *If selected, consult a payroll professional for applicable rules.*

3. Compensation

a. Nanny compensation

Note: Under the Fair Labor Standards Act (FLSA), household employees must be paid at least the applicable minimum wage and overtime for any hours worked over 40 in a single workweek. Confirm your local minimum wage rate before completing this section — it varies by state and city.

☐ **Hourly.** The Nanny shall be paid \$ _____ per hour. Any hours worked in excess of 40 in a single 7-day workweek will be paid at the overtime rate of \$ _____ per hour (not less than 1.5x the regular rate, as required by the FLSA).

Note: California employers have additional daily overtime requirements. If you're in California, consult a payroll professional or check Poppins' California state resources.

☐ **Nanny share.** The Nanny shall be paid \$ _____ per hour. Any hours worked in excess of 40 in a single 7-day workweek will be paid at the overtime rate of \$ _____ per hour (not less than 1.5x the regular rate, as required by the FLSA).

Note: This contract covers one family's agreement with the Nanny. The other participating family must execute a separate agreement. See the Nanny share addendum at the end of this document.

☐ **Overnight care.** When the Nanny provides overnight care, they shall be paid \$ _____ per night (in addition to any applicable hourly rate for hours worked during the overnight period).

The Parent(s) shall issue payment _____ (weekly/biweekly/semi-monthly) ("Pay Period").

All payroll shall be paid in arrears, which may be up to _____ days after the end of the pay period.

b. Timekeeping

The Nanny agrees to track hours using _____.

Hours shall be submitted to the Parent(s) by _____ each pay period.

c. Guaranteed hours

- ❗ *Note: Guaranteed Hours are strongly recommended for any regular nanny arrangement. They ensure the Nanny receives consistent pay even when the family doesn't need care (e.g., during a family vacation), and protect both parties from ambiguity.*
- ☐ **Guaranteed hours apply.** The Employer guarantees payment for _____ hours per week at the Nanny's regular hourly rate, provided the Nanny is available and willing to work. If the Employer does not need the Nanny during scheduled hours for any reason, the Nanny shall still be paid their guaranteed wages. Any hours worked above the guaranteed minimum are paid additionally at the regular (or overtime) rate.
- ☐ **Guaranteed hours do not apply** to this arrangement (e.g., on-call or as-needed schedule).

4. The Nanny's duties

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

- ☐ Put the absolute safety of the Child(ren) first at all times, including never leaving a child unattended while on duty.
- ☐ Prepare the following meals for the Child(ren): _____
- ☐ Tidy up after the Child(ren).
- ☐ Bathe the Child(ren) at least _____ times per week.
- ☐ Do laundry for the Child(ren) as needed.
- ☐ Launder the bed linens of the Child(ren) at least once every _____
- ☐ Perform the following household cleaning: _____
- ☐ Participate in and supervise the following activities with the Child(ren): _____
- ☐ Administer medicine to Child(ren) as follows per written instructions provided by the Parent(s). The Nanny shall not administer medication outside of these written instructions.
- ☐ Research and plan activities with child development and educational value.
- ☐ Read to and engage in age-appropriate activities with the Child(ren).
- ☐ Take the Child(ren) on playdates.
- ☐ Use the Parent's automobile to drive the Child(ren) to activities and events. The Nanny shall not drive any automobile with the Child(ren) without a valid driver's license. If using the Employer's vehicle, the Nanny should be listed on the Employer's auto insurance policy.
- ☐ Use the Nanny's automobile to drive the Child(ren) to activities and events; properly equip the Nanny's automobile with appropriate car seats and safety devices (to be purchased by the Parent(s)). The Nanny shall not drive any automobile with the Child(ren) without a valid driver's license.

- ☐ Grant access to home for service personnel (e.g., cable/telephone repair, pest control, package delivery, housekeeping).
- ☐ Purchase groceries (at the expense of the Parent(s) for the Child(ren)).
- ☐ Keep a daily log with notes on meals, nap times, medication, activities, and progress.

☐ Other duties: _____

5. Benefits

a. Holidays

The Nanny shall receive the following paid holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and

These holidays are paid at the Nanny's regular hourly rate when they fall on a day the Nanny is regularly scheduled to work. If a holiday falls on a day the Nanny is not regularly scheduled to work, no additional pay is owed.

❗ *Note: Federal law does not require premium pay (such as time-and-a-half) for work performed on holidays — any holiday pay rate above the regular rate is at the Employer's discretion.*

b. Paid time off

The Nanny shall be granted paid time off ("PTO") of _____ hours (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.

PTO accrues weekly over the course of the year.

In the event that the Nanny's employment is terminated, accrued unused PTO will be handled as follows:

- ☐ Paid out at the Nanny's regular hourly rate.
- ☐ Forfeited, unless otherwise required by state law.

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.

c. Sick leave

The Nanny shall be granted _____ hours of paid sick leave per year, separate from PTO. Sick leave may be used for the Nanny's own illness, injury, or medical appointments.

- ☐ Sick leave accrues at a rate of _____ hour(s) per _____ hours worked.
- ☐ Sick leave is front-loaded at the start of each year.

❗ *Note: Many states require paid sick leave for household employees, so check your state's law before completing this section.*

d. Family vacations and events

When the Parent(s) do not need the Nanny during regular work hours (e.g., during a family vacation), the Nanny:

- ☐ will be paid their regular rate for those scheduled hours (see Guaranteed hours, above).
- ☐ will not be paid, and the Nanny may use accrued PTO if desired.

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.

❗ *Workers' Compensation requirements vary by state. Check your state's law before completing this section.*

f. Automobile

- ☐ The Nanny shall be compensated for work-related mileage at the current IRS standard mileage rate per mile.
- ☐ The Nanny shall use an automobile provided by the Parent(s) for:
 - ☐ work-related use only.
 - ☐ work and personal use.
- ☐ If the Nanny regularly uses their own vehicle for work, the Employer shall reimburse the difference in insurance premium for 'Business Use' coverage on the Nanny's personal vehicle.

g. Meals and food

- ☐ The Nanny shall have the option of preparing meals for themselves from food purchased by the Parent(s).
- ☐ The Nanny shall provide for their 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 Child(ren). Reimbursements shall be made within _____ days of receipt of receipts or documentation.
- ☐ The Parent(s) shall also provide and/or reimburse: _____

6. House rules

a. Screen time

- ☐ The Child(ren) are allowed to watch television with the following limitations:

- ☐ The Child(ren) are allowed screen time on _____ with the following limitations:

b. Discipline

Discipline shall be as follows: _____

The Nanny shall follow the Parent(s)' direction and preferences concerning discipline. Under no circumstances shall the Nanny use physical discipline of any kind, including spanking or hitting. Violation of this policy is grounds for immediate termination.

c. Visitors

The Nanny ☐ is ☐ is not allowed to have visitors. The Nanny shall provide _____ hours' advance notice of visitors.

d. Phone and personal use

While on duty, the Nanny agrees to limit personal phone use to emergencies and scheduled breaks. The Nanny agrees not to use the Parent(s)' devices, log into family accounts, or access the family's Wi-Fi for personal use without prior permission.

e. Excursions

- ☐ The Nanny will provide the Parent(s) with advance notice of any excursions
 - ☐ outside the home.
 - ☐ more than _____ blocks from the home.
 - ☐ more than _____ miles from the home.

f. Substances

Smoking and vaping are not permitted at any time while on duty, including during outings, and are not permitted in the home or in vehicles transporting the Child(ren). Visitors may not smoke or vape on the premises.

The Nanny is not permitted to use, or be under the influence of, alcohol or any controlled substances or recreational drugs, including cannabis regardless of local legal status, while on duty. The Nanny shall not be under the influence of any substance, even if legal or by prescription, if it impairs their ability to care for the Child(ren).

g. CPR and first aid

- ☐ Required as a condition of employment (the Employer agrees to reimburse certification costs).
- ☐ Preferred but not required.
- ☐ Not required.

h. Vaccinations

☐ Required (specify): _____

The Employer agrees to reimburse the cost of any required vaccination not covered by the Nanny's insurance.

☐ Not required.

i. Home security

The Employer ☐ does ☐ does not use security cameras or monitoring devices in the home.

If yes, camera locations: _____.

The Employer ☐ does ☐ does not use GPS tracking for the children during outings.

The Nanny acknowledges and consents to these tools during working hours.

j. 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 the 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.

a. Reference letters

Upon request, and provided the Nanny has completed _____ months of employment in good standing, the Parent(s) agree to provide a written reference letter within _____ days of the request.

b. Employer termination conditions

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

- ☐ Allowing the safety of the Child(ren) to be compromised, or causing physical harm to the Child(ren).
- ☐ Inconsistent or non-performance of agreed-upon job responsibilities.
- ☐ Dishonesty or lying.
- ☐ Stealing.
- ☐ Misuse of the Parent's automobile.
- ☐ Breach of confidentiality or social media policy.
- ☐ Persistent tardiness of more than 15 minutes without valid reason.
- ☐ Unapproved visitors.
- ☐ Smoking or vaping during work hours.
- ☐ Consumption of alcohol during work hours.
- ☐ Use of any controlled substance or recreational drug while on duty.
- ☐ Use of physical discipline with the Child(ren).
- ☐ Breach of any of the terms of this Agreement by the Nanny.
- ☐ Reasonable apprehension that the Nanny will cause harm to the Child(ren), the Parent(s), or the property of either.

c. Employee termination conditions

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 Child(ren) and the Parent(s) during the course of employment, including but not limited to medical, financial, legal, career, and asset information, 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.

a. Social media

The Nanny agrees not to post photos, videos, or identifying information about the Child(ren) or the Employer's household on any social media platform without the prior written consent of the Parent(s).

9. Accuracy and completeness of information

The Nanny represents and warrants that the information provided in the course of their application or interview is accurate, and that they did not omit any material information that was requested. The Nanny represents and warrants that they do not have a criminal record and are permitted to work in the United States. The Nanny agrees to promptly notify the Parent(s) in the event that they are 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 the Nanny's employment and supersedes any and all prior understandings, written or oral. This Agreement may not be amended, waived, discharged, or terminated orally, but only by a written instrument signed by all parties. By entering into this Agreement, the Nanny certifies that they have carefully read all provisions of this Agreement and voluntarily and knowingly enter into it.

b. Severability

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

c. Governing law

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

Signatures

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

Parent(s):

Signature: _____

Printed Name: _____

Date: _____

Signature: _____

Printed Name: _____

Date: _____

Nanny:

Signature: _____

Printed Name: _____

Date: _____

Appendix: Nanny share addendum

Complete this addendum when entering a nanny share arrangement. Each participating family must also execute a separate main Agreement directly with the Nanny, as each family is a separate legal employer.

Participating families

Family A _____

- ☐ Host Family
- ☐ Non-Host Family

Family B _____

- ☐ Host Family
- ☐ Non-Host Family

Pay rates

Each family's rate must independently meet or exceed applicable minimum wage.

W-2

Each family must issue their own W-2 to the Nanny for their portion of wages paid.

Care location

Primary care will take place at:

- ☐ Family A's home
- ☐ Family B's home
- ☐ Alternating _____

Sick child

If one child in the share is sick:

- ☐ Care moves to the other family's home
- ☐ The Nanny cares for the sick child. If a family keeps their child home because the other child is sick, they still owe their portion of the Nanny's guaranteed hours.

Family departure

If one family leaves the share, they agree to provide _____ days' notice. The remaining family may retain the Nanny at their full single-family rate.