This document involves employment or workplace-compliance obligations that vary by state and by employer size. It is a general starting point only — not legal advice — and should be reviewed by an employment attorney licensed in your state before use.

Nanny Agreement

Family (employer): [Family name] **Nanny:** [Nanny name] **Start date:** [Date]

[A nanny who works in the family's home on the family's schedule is almost always the family's household employee, not an independent contractor. That usually means minimum wage and overtime rules apply, and above a yearly wage threshold the family must withhold and pay Social Security and Medicare taxes and give the nanny a Form W-2. Check federal and your state's household employer rules, and your state's domestic worker law if it has one.]

1. Children and Duties

Nanny will care for [children's names and ages] at [Address]. Duties: [e.g., "supervising and engaging the children, preparing their meals and snacks, school drop-off and pick-up, homework help, children's laundry, and tidying up after them"]. Duties not included: [e.g., "general housekeeping, cooking for adults"].

2. Schedule

Regular schedule: [days and hours, e.g., "Monday–Friday, 8:00 a.m. to 5:30 p.m."], about [Number] hours per week. The Family will give as much notice as possible of schedule changes and will pay for scheduled hours if the Family cancels with less than [Number] hours' notice.

3. Pay

The Family will pay Nanny [Amount] per hour, paid [weekly / every two weeks] on [day], by [method]. Hours over 40 in a workweek are paid at 1.5 times the regular rate [and any daily overtime your state requires]. The Family will withhold and pay the taxes the law requires and keep a record of hours worked.

4. Paid Time Off and Holidays

Nanny receives [Number] days of paid vacation and [Number] paid sick days per year [use at least what your state or city requires], and these paid holidays: [list]. Vacation dates are agreed in advance. If the Family travels or doesn't need care on a scheduled day, Nanny is paid as usual [unless agreed otherwise in writing].

5. Expenses and Driving

The Family reimburses pre-approved expenses for the children, such as outings and supplies, within [Number] days of receipts. [If Nanny drives the children:] Nanny will hold a valid driver's license, use properly installed car seats, and either drive the Family's vehicle, insured by the Family, or Nanny's own vehicle with the Family reimbursing mileage at [rate] and Nanny keeping insurance that covers driving for work.

6. House Rules and Safety

Nanny will follow the Family's written house rules on screen time, food and allergies, discipline (no physical punishment), visitors, outings, and phone use, attached or listed here: [list]. In an emergency, Nanny will call 911 first and then the parents. Emergency contacts and the children's medical information are attached. [Optional: the Family pays for CPR and first aid certification.]

7. Privacy and Confidentiality

Nanny will keep the Family's personal matters private, will not post photos or information about the children online without the parents' permission, and is informed that [Choose one: "there are no cameras in the home" / "the home has security cameras in these areas: [list]"].

8. Reviews and Ending Employment

The parties will review this agreement after [Number, e.g., 90] days and then yearly, including pay. Either party may end the employment with [Number, e.g., two weeks'] written notice, or pay instead of notice; the Family may end it immediately for a serious safety concern. Final pay is given by [the deadline your state requires].

Signatures

By signing below, each party agrees to these terms.

[Family name] ("Family (parent or guardian)")

Signature: _____ Printed name: _____ Date: _____

[Nanny name] ("Nanny")

Signature: _____ Printed name: _____ Date: _____

This template is a general starting point, not legal advice — customize it and have it reviewed for your situation.