

Nanny Employment Contract

This is a template, not legal advice

This document is a general-purpose template provided for information only. It is not legal advice, it does not create a lawyer-client relationship, and nobody has reviewed it against your situation.

Laws differ by country, state and province, and they change. A clause that is standard in one place can be unenforceable — or illegal — in another. Terms that are ordinary between two businesses can be void in a consumer or employment context.

Read every clause before you use it, fill in every blank, and delete anything that does not apply. For anything high-value, unusual, or that you could not afford to lose a dispute over, have a qualified lawyer in your jurisdiction review it before it is signed.

This kind of document is regulated differently almost everywhere. Many places require specific notices, disclosures or statutory wording, and some make clauses like these unenforceable outright. Treat this template as a starting point to take to a local lawyer, not as a document to sign as-is.

How to use this template

1. Read it end to end and delete any clause that does not apply to you. Blanks are shown as a grey label on a line.
2. Need the other party to sign too, with an audit trail and a tamper-evident seal? That is what the paid product does.

Nanny Employment Contract

This Nanny Employment Contract (this "Agreement") is made on [Date] between [Employer full legal name(s)] of [Employer address] (the "Employer") and [Nanny full legal name] of [Nanny address] (the "Nanny").

The Employer wishes to employ the Nanny to provide regular childcare in the Employer's home, and the Nanny wishes to accept that employment, on the terms set out in this Agreement. This Agreement takes effect on [Start date] (the "Start Date"). This is an employment relationship, not a casual or one-off babysitting arrangement.

1. Children and Duties

The Nanny will provide childcare for [Child(ren)'s name(s) and date(s) of birth] (the "Children") at [Primary location where care is provided, e.g. the Employer's home address].

The Nanny's duties include

[Core duties, e.g. feeding, bathing, dressing, naps, school pickup/drop-off, homework supervision, age-appropriate activities],

and such other duties reasonably related to the Children's care and safety as the Employer may request. The Nanny will follow the Employer's instructions on routines, discipline, screen time, diet, and any medical or allergy information the Employer provides in writing.

Additional household duties directly related to the Children (such as preparing the Children's meals, tidying the Children's rooms and play areas, and doing the Children's laundry) are [State whether included and, if so, list them]. General housekeeping unrelated to the Children is outside the scope of this Agreement unless separately agreed in writing.

2. Work Schedule

The Nanny's regular working hours are

[Working hours, e.g. Monday to Friday, 7:30 a.m. to 5:30 p.m.], totalling approximately

[Hours per week] hours per week. Occasional additional hours (evenings,

weekends, travel with the family) will be

[State basis, e.g. "agreed in advance where possible and paid at the overtime rate below"].

The Employer will give the Nanny as much advance notice as reasonably possible of any change to the regular schedule. The Nanny will notify the Employer as early as possible if unable to work a scheduled shift.

3. Compensation

The Employer shall pay the Nanny a [Pay basis, e.g. "salary" or "hourly wage"] of [Compensation amount, e.g. \$800 per week or \$22 per hour] , payable [Pay frequency, e.g. weekly, on Fridays] by [Payment method, e.g. direct deposit] , less applicable tax withholdings and deductions required by law.

Hours worked beyond the regular schedule in clause 2, and any hours that applicable law classifies as overtime, are paid at [Overtime rate, e.g. 1.5x the regular hourly rate] per hour. The Employer will review the Nanny's compensation [Review frequency, e.g. annually] ; any increase is at the Employer's discretion unless separately guaranteed in writing.

Where the Employer provides paid room and board, reimbursable expenses (fuel for outings, activity costs, supplies bought for the Children), or other benefits, they are: [Describe any additional pay, reimbursements or benefits, or state "None"] .

4. Paid Leave

The Nanny is entitled to [Paid vacation entitlement, e.g. 10 days of paid vacation per year] , to be scheduled with at least [Notice period for requesting vacation, e.g. two (2) weeks] advance notice and the Employer's agreement on timing.

The Nanny is entitled to [Paid sick leave entitlement, e.g. 5 days of paid sick leave per year] for the Nanny's own illness or injury, plus any paid sick or family leave required by applicable law, whichever is greater. The Nanny is entitled to [Paid holidays, e.g. the following public holidays: [list], paid at the regular rate] .

Unused paid leave

[State whether it carries over, is paid out, or is forfeited at year end, subject to any minimum required by applicable law] .

5. Health and Safety Information

The Employer will provide the Nanny, in writing before the Start Date and whenever it changes, with: emergency contact numbers, the Children's pediatrician and any specialists, current medications and dosages, allergies, and any medical conditions requiring specific care.

The Employer authorizes the Nanny to seek emergency medical treatment for the Children if the Employer cannot be reached, and to share the medical information above with treating medical personnel for that purpose. The Employer remains responsible for the Children's medical decisions whenever the Employer can be reached.

6. Taxes and Payroll

This is an employer-employee relationship, not an independent contractor arrangement. The Employer is responsible for complying with applicable payroll tax, withholding, social security/insurance contribution, workers' compensation and household-employer registration requirements in the jurisdiction where the Nanny works, including issuing any required wage statements or year-end tax forms.

These obligations — what must be withheld, what the Employer must contribute or register for, and what paperwork is required — vary significantly by country, state and province, and misclassifying a nanny as a contractor is a common and costly mistake. The Employer should confirm the applicable requirements with a qualified accountant, payroll service, or tax authority before the Start Date; this Agreement does not calculate or guarantee compliance with any of them.

7. Confidentiality

The Nanny will keep confidential all non-public information about the Employer's family learned through this employment — including the Children's medical, behavioral or educational information, the family's schedule, home address and security arrangements, and financial or personal matters observed in the home — and will not disclose it to any third party except as needed to care for the Children, with the Employer's consent, or as required by law. This obligation continues after the employment relationship ends.

The Nanny will not post photos, videos or details identifying the Children or the family on social media or elsewhere without the Employer's prior written consent.

8. Term and Termination

Employment under this Agreement is

[Term type — write "at-will/ongoing, with no fixed end date" or "for a fixed term ending on [date]"] .

Either party may end the employment relationship by giving

[Notice period, e.g. two (2) weeks] written notice to the other. The Employer may end the relationship immediately and without notice for cause, including endangering the Children, dishonesty, or serious misconduct; in that case the Nanny is paid through the last day worked but not for the unworked notice period.

If the Employer ends the relationship without cause and without giving the full notice period above, the Employer will pay the Nanny in lieu of the unworked portion of that notice, calculated at the Nanny's regular rate, except to the extent applicable law requires a different amount. On termination for any reason, the Employer pays all wages and accrued, unused paid leave owed through the last day worked, to the extent

required by applicable law.

9. Governing Law and Jurisdiction

This Agreement is governed by the laws of [Governing law, e.g. the State of New Jersey] , without limiting any employment right the Nanny has under the mandatory law of the place where the Nanny actually works. The parties submit to the exclusive jurisdiction of the courts of [Jurisdiction] for any dispute arising out of this Agreement.

10. General

This Agreement is the entire agreement between the parties concerning the Nanny's employment, and replaces any earlier discussion or understanding on that subject. It may only be amended in a document signed by both parties.

If any provision of this Agreement is held unenforceable, the rest continues in force. A failure to enforce any provision is not a waiver of it. This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

In agreement with the terms above, the parties have signed below on the dates written beside their signatures.

Employer

Signature: _____

Printed name: _____

Date: _____

Nanny

Signature: _____

Printed name: _____

Date: _____