



This Nanny Employment Agreement is for personal use only. This document is designed to be used as a guide for informational purposes. It is not intended to provide, and does not constitute legal advice by The Modern Help, LLC. The user hereby agrees to release and hold harmless The Modern Help, LLC from any liability arising under or relating to this "Nanny Employment Agreement" document.

NANNY EMPLOYMENT AGREEMENT

The Nanny Employment Agreement is made by and between

_____ ("Employer") and _____ ("Nanny").

This agreement shall be deemed effective as of _____, 20_____.

1. **Employment.** In accordance with the terms of this Nanny Employment Agreement

_____ ("Nanny") is employed as a (check all that apply):

- Nanny
- Mother's Helper
- Newborn Care Specialist
- Housekeeper
- Family Assistant
- Personal Assistant
- Household Manager

2. **Work Hours.**

- | | | |
|------------------------------------|-------------------|-----------------|
| <input type="checkbox"/> Monday | Begin: ____ am/pm | End: ____ am/pm |
| <input type="checkbox"/> Tuesday | Begin: ____ am/pm | End: ____ am/pm |
| <input type="checkbox"/> Wednesday | Begin: ____ am/pm | End: ____ am/pm |
| <input type="checkbox"/> Thursday | Begin: ____ am/pm | End: ____ am/pm |
| <input type="checkbox"/> Friday | Begin: ____ am/pm | End: ____ am/pm |
| <input type="checkbox"/> Saturday | Begin: ____ am/pm | End: ____ am/pm |
| <input type="checkbox"/> Sunday | Begin: ____ am/pm | End: ____ am/pm |

Nanny agrees to work _____ total hours per week. These hours are guaranteed, as such they will be paid in full even if the employer requests the nanny to work less than these hours within any given pay period. A pay period is defined as 7 consecutive days. Employer may not bank unused hours from one pay period to the next. Nanny is entitled to be paid for each hour worked in a pay period. Per the [Fair Labor Standards Act](#), Nannies are non-exempt employees and must be compensated at a rate of time and a half for each hour worked over 40 hours in a pay period. If the Nanny works a 24 hour shift, up to 8 hours of a sleeping period may be excluded from hours paid if the employer provides adequate sleeping facilities. If the Nanny's sleep is interrupted to tend to the children and they don't receive a minimum of 5 consecutive hours of sleep, no exclusion would apply.

3. Compensation.

A. Compensation will be paid (check one):

- Hourly.

Regular pay rate is \$_____ per hour.

Overtime pay rate is \$_____ per hour which is 1.5 times the regular pay rate. An overtime rate will be paid for each hour worked over 40 hours in a pay period which is 7 consecutive days.

- Salary.

Nanny will be paid \$_____ gross per week. This salary is based on _____ guaranteed hours of work per week, 40 hours at the regular rate of \$_____ per hour and _____ hours at the overtime rate of \$_____ per hour.

B. The employer shall issue compensation payment (check one):

- Weekly
 Bi-weekly

C. Bonus (check one):

- A bonus will not be provided.
 A discretionary bonus will be paid after _____ months of employment.
 A \$_____ bonus will be provided every _____ months.

D. Mileage:

Any miles driven while on the job using the Nanny's personal vehicle will be reimbursed at the [IRS Mileage Reimbursement Rate](#), which covers the cost of gas as well as general wear and tear on the vehicle. Nanny will maintain a mileage log and submit to Employer for reimbursement at the end of the pay period.

E. Job-related expenses will be paid by (check one):

- Employer provided credit card or cash.
- Nanny. Nanny agrees to keep all receipts and submit to Employer for reimbursement at the end of each pay period.

All job-related expenses over \$_____ must receive pre-approval by the employer.

F. Tax-advantaged benefits:

In addition to the nanny's compensation, the employer will contribute to the following expenses. These amounts are considered non-taxable compensation, neither the employer nor the nanny will pay any taxes on this portion of the compensation (check all that apply):

- Health Insurance \$_____ per month
- Mobile Phone service \$_____ per month
- College Tuition & Books \$_____ per month
- Public Transportation \$_____ per month
- Parking Fees \$_____ per month

Note: Employer health insurance contributions may be up to the total amount of the nanny's premium. If mobile phone use is a requirement of the job, the employer may contribute up to the total amount of the bill. Employers can contribute up to \$5,250 per year towards college tuition and books from an accredited college or university. Public transportation reimbursement may be up to \$270 per month (except in Massachusetts, it's up to \$275 per month). Parking fees at a public transportation facility and/or jobsite may be reimbursed up to \$270 per month (except in Massachusetts, it's up to \$145 per month).

4. Benefits.

A. Holidays:

The following paid holidays will be provided by the employer (check any that apply):

- New Year's Day
- Martin Luther King, Jr.'s Birthday
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Eve
- Christmas Day
- _____
- _____
- _____

The nanny shall receive each of the selected holidays off with full pay. In the event they are requested to work and agree to do so, they will receive a pay rate of time and a half.

B. Vacation:

Nanny shall receive _____ days/weeks of vacation time per year. Nanny will provide vacation requests at least _____ weeks/month(s) in advance. Vacation request approval is at the sole discretion of the employer. Nanny agrees to take vacation at a mutually convenient time.

C. Sick Days:

Nanny shall receive _____ days of sick leave per year.

5. Taxes. All payments of salary and extra compensation shall be subject to all required federal, state and local payroll tax withholdings, as well as other authorized deductions.

Note: Use a nanny payroll company to ensure taxes are handled correctly. The nanny will need to fill out an I-9 and a W-4. The employer will also need to provide the nanny with a W-2 every year.

6. Worker's Insurance. The employer agrees to carry a worker's compensation insurance policy or a homeowner's insurance policy that covers the nanny for work-related injuries.

7. Duties & Responsibilities.

Nanny is responsible for care of the following children:

Child Care duties and responsibilities outlined in Attachment A.

Pet Care.

- Nanny will not assist in caring for family pets.
- Nanny will assist with caring for family pets. Details outlined in Attachment A.

Household Duties.

- Nanny will not assist in any household duties other than listed in the child care section.
- Nanny will assist with household duties. Details outlined in Attachment A.

8. Parenting Philosophy.

Discipline Method:

Daily Routine & Activities:

Meal Schedule:

Nap Routine:

Bedtime Routine:

Electronic Devices:

9. Performance Reviews/Check-Ins. Performance reviews/check-ins will be conducted after _____ month(s) and every _____ month(s) thereafter.

Note: A performance review/check-in after 1 month is essential in starting off on the right track. It facilitates communication, clarifies expectations and ensures the nanny and employer are on the same page. Additionally, check-ins every 3 months are suggested. This is a great time to reevaluate your family's needs. As children grow, their needs will change which can impact the nanny's job responsibilities. It's important for both parties to have clear communication as this is navigated.

10. Protection of Confidential Information. As a condition of employment, it is essential that the nanny agree that they will not at any time before, during or after the term of employment publish, disseminate, or disclose any information of any kind or in any way related to the professional or personal lives of the employer or anyone with whom the employer has a personal, professional, or business relationship. Additionally, the nanny may not share any photos in any way of the employer's family, including, but not limited to the employer's children, their home or any of their personal property via text, email or on any social media site except for with the employer. The nanny will not share the employer's personal or business address or their exact location or plans while working. Compensation is confidential, as such, the Nanny will not disclose salary or terms of employment to anyone without employer's consent, including but not limited to, other nannies, employees, friends, etc.
11. Accuracy of Information. Nanny represents and warrants that the information contained in or provided in the application and/or interview for this position is accurate in all respects, and they did not omit any information that was requested. Nanny is permitted to work in the United States and does not have a criminal record. In the event that the nanny is convicted of a crime, they agree to promptly notify the employer. By Nanny signing this Agreement, they authorize Employer to use third party verification to conduct a background and credit check.
12. Termination. By the nanny signing this agreement, they acknowledge they are an "at will" employee. No commitment of employment over a specific period of time is guaranteed. This agreement shall not limit either party from terminating the employment relationship at any time, for any reason or no reason at all. Nanny acknowledges that the first 2 months of employment is a "trial period." No severance will be paid if the nanny is terminated during the "trial period." If the nanny is terminated after the trial period, while adhering to this agreement, she will be provided 2 weeks of severance pay. However, if she is terminated due to a violation of the agreement, no severance will be paid.

13. Resignation. Nanny acknowledges that an unannounced resignation may cause disruption for the employer. By the nanny signing this agreement, they agree to give thirty (30) days prior written notice of their intention to resign. If the employer is adhering to the agreement and the nanny chooses to resign without providing thirty (30) days notice, the nanny will forfeit the last 2 weeks of pay. If requested, the nanny shall cooperate in training their successor. Employer(s) shall have the right to end the employment relationship before the end of the thirty (30) days if it is determined to be in their best interests to do so.

14. Emergencies. Emergency contacts are to be called in the order listed:

Emergency Contact #1

Name: _____

Relationship: _____

Phone Number: _____

Emergency Contact #2

Name: _____

Relationship: _____

Phone Number: _____

Emergency Contact #3

Name: _____

Relationship: _____

Phone Number: _____

I have read and carefully considered the provisions of the Agreement, and I acknowledge that the restrictions are fair and reasonably required for the protection of the interests of the employer. I voluntarily agree to be bound by these provisions.

Nanny

Date

Employer

Date

