

## Contract - Form for Live-Out Nanny

### Short form.

Here are the broad categories of a usable contract. If you prefer to use a simple format, try this one, filling in the details you need:

Children's names, etc.

Their activities

Our immediate goals for them

Housekeeping

Food

Discipline

Nanny's Work Schedule

Pay & Taxes

Travel

Benefits: Insurance, Paid holidays, vacation, sick days, Car use, Cell phone

House Rules

Communications

Start Date

Termination & Probation

Signatures

### Long Form

Alternatively, here are all the details you need to create a strong, clear, complete contract.

To personalize this form, you might use your nanny's own name where useful. To fully customize for printing, delete items that do not apply.

### For Each Child:

name \_\_\_\_\_

age \_\_\_\_\_

personality/preferences/special needs (allergies, meds, etc.) \_\_\_\_\_

name \_\_\_\_\_

age \_\_\_\_\_

personality/preferences/special needs (allergies, meds, etc.) \_\_\_\_\_

name \_\_\_\_\_

age \_\_\_\_\_

personality/preferences/special needs (allergies, meds, etc.) \_\_\_\_\_

### Children's Activities

meals \_\_\_\_\_

naps \_\_\_\_\_

baths \_\_\_\_\_

toileting \_\_\_\_\_

outdoor play \_\_\_\_\_

activities with other children \_\_\_\_\_

school schedules \_\_\_\_\_

extracurricular activities \_\_\_\_\_

bedtimes \_\_\_\_\_

additional notes \_\_\_\_\_

**Developmental Goals for Each Child**

Name, goal(s), timeframe for accomplishing them \_\_\_\_\_

Name, goal(s), timeframe for accomplishing them \_\_\_\_\_

Name, goal(s), timeframe for accomplishing them \_\_\_\_\_

**Housekeeping**

Nanny will be responsible for children’s rooms, meals and personal belongings.

This includes the following: \_\_\_\_\_

Parents will pick up after themselves and make their own beds.

Cleaning service will do the following: \_\_\_\_\_

**Food**

We will provide for all meals eaten with our children, including (approved) meals when Nanny is out with the child/ren.

family style \_\_\_\_\_

instructions in re allergies \_\_\_\_\_

location of shopping list \_\_\_\_\_

shopping to be done by nanny \_\_\_\_\_

petty cash fund (amount) \$\_\_\_\_\_ location \_\_\_\_\_ how often replenished \_\_\_\_\_.

receipts to be presented by nanny.\_\_\_\_ (nanny’s initials)

**Children’s Behavior (Discipline)**

You may not hit our children or threaten to do so.

Treat them respectfully, but do not spoil them by offering unnecessary choices and explanations or abuse or frighten them in any way.

We count on your judgment in our absence and will try to reinforce your decisions, conferring privately with you when there is a difference in approach. When children become difficult/misbehave,

we use (what method) \_\_\_\_\_.

in our absence we recommend that you \_\_\_\_\_.

when we are present, please \_\_\_\_\_.

special issues: \_\_\_\_\_.

names and contact information in case of questions or emergency will be posted (where?) \_\_\_\_\_.

**Nanny's Work Schedule**

The work day is from \_\_\_\_\_ am/pm to \_\_\_\_\_ am/pm.

time parents routinely leave (e.g., for work) \_\_\_\_\_, returning at \_\_\_\_\_.

anticipated late hours: never \_\_, rarely \_\_, occasionally \_\_ often \_\_.

nanny's pay rate for overtime: \$ \_\_\_\_\_ per hour.

**Pay & Taxes**

Your gross weekly \_\_ daily \_\_ or hourly \_\_ pay is \$ \_\_\_\_\_

paid weekly \_\_ bi-weekly \_\_ semi-monthly \_\_ on (day of week) \_\_\_\_\_

We will provide a weekly pay stub \_\_\_\_\_ or, if hours will not vary, a one-time written explanation of pay and deductions \_\_\_\_\_.

IRS levies employment taxes on all regularly employed caregivers. Taxes we will withhold and submit:

Social Security at 7.65% of gross = \$ \_\_\_\_\_

FICA = \$ \_\_\_\_\_

U/DI (rate varies by state) = \_\_\_\_\_

your net (take home) pay = \$ \_\_\_\_\_.

overtime required: frequent \_\_ rare \_\_ never \_\_\_\_\_

Rate: \$ \_\_\_\_\_ per \_\_\_\_\_

pay review at 3 months \_\_ 6 months \_\_ year end \_\_

**Travel**

If you accompany us on trips

Your work schedule will be \_\_\_\_\_

Your responsibilities will be \_\_\_\_\_

We will pay meals, accommodations and expenses during work hours.

You will be paid \$ \_\_\_\_\_ per \_\_\_\_\_.

Notes: \_\_\_\_\_

**Taxes**

We will provide

IRS W-4 for nanny to sign and declare dependents

a year-end W-2 summarizing pay and tax contributions.

Pay rate: \$\_\_\_\_\_/week \_\_\_ day \_\_\_ hour \_\_\_

by check \_\_\_ in cash \_\_\_ by automatic deposit to (nanny's account #)\_\_\_\_  
weekly \_\_\_ bi-weekly \_\_\_ semi-monthly \_\_\_

on (day of week) \_\_\_\_\_

**Benefits****I. Health insurance**

Beginning on (date) we will pay \_\_\_% of your health insurance premiums through direct payment to your insurance agent, up to a maximum of \$ \_\_\_\_\_.

You \_\_\_ We \_\_\_ will pay deductibles.

You \_\_\_ We \_\_\_ will pay co-pays.

**II. Paid days off**

We will pay for the following:

holidays: \_\_\_\_\_

vacation: \_\_\_\_\_ weeks/year, to be taken (when?) \_\_\_\_\_

sick days: \_\_\_\_\_

personal business days \_\_\_\_\_.

**III. Car**

The following driving is required \_\_\_\_\_

You/We will provide a car for use on the job.

If you use your own car on the job, we will increase your pay by \$\_\_\_\_/week to accommodate the extra responsibility you bear and in consideration of the expense and risk thus spared us. This amount includes gas and wear-and-tear.

We will contribute \$\_\_\_\_\_ to insurance for work related use of your car. (To be paid by check written out to insurance agency directly.)

You/we will pay \_\_\_% of deductible in the event of any on-the-job driving accident in your car.

Amount of your deductible: \$\_\_\_\_\_

## Telephone

Do not under any circumstances allow telephone calls to interfere with caring for the children.

Please make and take only short calls (2-3 minutes) when you are on duty.

Personal calls made during your work hours may be deducted from pay.

**Cell Phone:** We will/will not provide a cell phone for use on the job.

It will/will not include an allowance of \$\_\_\_\_\_ in personal calls for you.

Terms of cell phone contract: \_\_\_\_\_

## House Rules

Please dress for work as follows: \_\_\_\_\_

The following parts of the house are open to your use: \_\_\_\_\_

The following parts of the house are private and for family access only: \_\_\_\_\_

You may entertain your own guests in the following area(s): \_\_\_\_\_

During child care hours, please do not have guests other than nannies with children who can play with ours. \_\_\_\_\_ (nanny to initial)

Please discuss these guests with us and introduce them in person advance. \_\_\_\_\_(nanny to initial)

Other household issues: \_\_\_\_\_

Family religious activities: \_\_\_\_\_

## Communications

**quick** -- as needed, in person or by telephone: \_\_\_\_\_

**daily wrap-up** -- in person \_\_\_ or in journal kept (where?) \_\_\_\_\_ where we will also leave notes for you to check. \_\_\_\_\_ (nanny to initial)

**10-minute weekly conference** -- On a weekly basis we expect you to sit down with us to:

review the previous week's events for us

present your plans for the next week

discuss any changes, new problems, or special needs

This conference will occur on the following schedule: \_\_\_\_\_

**Start Date**

First day of work --

Your start date: \_\_\_\_\_

We will be at home to orient you on \_\_\_\_\_ (date/s)

**Termination Notice**

Probationary period:

Both parties agree to a probationary period of \_\_\_\_\_ (weeks/months) during which we will meet regularly to discuss openly any apparent differences in expectations.

If either party cannot adjust, we will both seek alternatives.

Neither will leave the other without at least 1 week's notice/severance *EXCEPT* in the case of imminent threat to the health and safety of any of the concerned parties.

Ongoing employment and Termination

Both parties agree to an initial employment period of at least \_\_\_ year(s) from start of work.

Both parties agree to give at least (how much) \_\_\_\_\_ notice in case of dissolution after the probationary period of \_\_\_ (weeks/months) unless for cause including the serious and continued breach by either party of the terms of this Agreement.

Assuming an amicable departure, we ask that you not leave before that date unless we have found alternate care \_\_\_ (employee's initials); correspondingly, we will not replace you before that date unless you have already found alternate employment \_\_\_ (employer's initials).

A copy of this agreement is to remain with the employer and a copy with the nanny.

Employer's signature \_\_\_\_\_ date \_\_\_\_\_

Nanny's signature \_\_\_\_\_ date \_\_\_\_\_