



Family and Nanny Agreement

This Family and Nanny Agreement (“Agreement”) is offered as a guide and may be customized or personalized. Keep in mind that this Agreement is subject to change upon mutual consent and signature of both parties.

This Agreement is effective from _____ to _____
Start Date Agreement will be reviewed

Name(s) of Family: Mother:	Father:
Address of Family:	Family's Phone:
Name of Nanny:	
Address of Nanny:	Nanny's Phone :

CHILD/REN	GENDER	DATE OF BIRTH	SCHOOL AND GRADE
	<input type="checkbox"/> Male <input type="checkbox"/> Female		
	<input type="checkbox"/> Male <input type="checkbox"/> Female		
	<input type="checkbox"/> Male <input type="checkbox"/> Female		

I. Commitment to Quality Child Care: (A detailed job description can be attached to this Agreement.)

The Nanny agrees to provide consistent high quality child care to meet the child/dren’s physical, emotional, social and intellectual needs based on the Family’s directives.

Comments: _____

II. Nanny’s Work Schedule:

Monday _____ to _____	Thursday _____ to _____
Tuesday _____ to _____	Friday _____ to _____
Wednesday _____ to _____	_____ to _____

Variations: _____

Nanny and Family agree to make every effort to adhere to the above schedule. Both parties agree to understand and adapt to emergencies if they should occur.

Family and Nanny Agreement

III. Nanny's Compensation:

A. As the Nanny's employer, the Family has certain legal and tax obligations.

The Nanny's obligation for Social Security/Medicare (7.65% of gross pay) must be withheld from gross salary and paid to the IRS by the Family.

Federal and State (if applicable) income taxes _____ will not _____ will be withheld by the Family and, if so, remitted to the IRS on behalf of the Nanny.

Gross Salary: \$_____ Salary will be paid every _____ (day of the week or date of the month).
Net (take home) Salary: \$_____

1. Additional or overtime child care will be compensated as follows:

Per hour: \$_____. Overnight: \$_____. Weekend: \$_____.

Additional children to be cared for: \$_____ per child per hour/day.

Nannies who live out and work more than 40 hours per week must be paid at the rate of 1.5 times their normal hourly rate for all hours over 40 worked. Live-in nannies must be paid at least minimum wage for each hour worked and, except in some states such as New York, there is no requirement to pay them an overtime rate.

2. Out of town travel with the Family \$_____.

3. Other compensation (may include INA Membership, conference attendance, health club membership, train pass, nanny support group dues, continuing education, etc.)

_____ The Family will pay for the Nanny's INA Membership at the appropriate rate. Note: INA Membership dues are tax deductible.

B. Nanny's Benefits:

1. Insurance:

Please check where appropriate:

Health insurance provided by Family Yes No Type: _____

Percentage of Premium Paid _____%

Automobile insurance coverage provided by Family. Percentage Paid _____% Nanny's Car Family's Car

In case of an accident, the deductible will be paid by: Nanny Family Both

_____ % Nanny _____ % Family Amount of the deductible: \$_____

Homeowner's and Workers' Compensation (where applicable) insurance is in effect (the Family will review the policy to see that it covers bodily injury and property damage if it occurs in the home).

Comments: _____

2. Vehicle:

Please check where appropriate:

Nanny provides. Mileage compensated for work related use at the rate of _____ cents per mile.

Nanny provides. \$ _____ paid monthly by Family toward insurance and upkeep.

Family provides for work-related use only.

Family provides for occasional personal use.

Family provides for personal use with employer's permission.

Family provides for full personal use with a _____ mile limit per month or a driving radius of _____ miles.

Family and Nanny Agreement

Nanny has been instructed on proper use of car seat. ____ YES ____ NO

Additional car rules:

Comments:

3. Meals:

- Family will provide all necessary food to prepare nutritious meals, snacks and beverages for Nanny and child/ren during working hours.
- Nanny is responsible for providing her own food during work.

Food items requested by Nanny:

4. Paid Time Off:

a. Vacation: Family agrees to provide the Nanny _____ week(s) of paid vacation.

Paid vacation may be taken after _____ months of employment.

Other/Comments: _____

If Nanny requires days off, she is required to give Family _____ days' notice.

b. When the Family travels or has personal days and does not need the Nanny to work, the Nanny

will will not be paid full salary.

c. Sick Days: Paid Not Paid How many? _____ Conditions: _____

Personal Days: Paid Not Paid How many? _____ Conditions: _____

d. Paid/Unpaid Holidays

Please check where appropriate.

New Years Eve	<input type="checkbox"/> Off <input type="checkbox"/> Paid	Thanksgiving Day	<input type="checkbox"/> Off <input type="checkbox"/> Paid
New Years Day	<input type="checkbox"/> Off <input type="checkbox"/> Paid	Day After Thanksgiving	<input type="checkbox"/> Off <input type="checkbox"/> Paid
Memorial Day	<input type="checkbox"/> Off <input type="checkbox"/> Paid	Christmas Eve	<input type="checkbox"/> Off <input type="checkbox"/> Paid
4th of July	<input type="checkbox"/> Off <input type="checkbox"/> Paid	Christmas Day	<input type="checkbox"/> Off <input type="checkbox"/> Paid
Labor Day	<input type="checkbox"/> Off <input type="checkbox"/> Paid	Martin Luther King Day	<input type="checkbox"/> Off <input type="checkbox"/> Paid

Others: _____ Off Paid

_____ Off Paid

Family and Nanny Agreement

IV. Typical Daily Schedule:

Monday	
Tuesday	
Wednesday	
Thursday	
Friday	
Saturday	
Sunday	

V. Termination/Renewal:

- Either party may terminate the Agreement upon _____ days' written notice.
- Renewal of the Agreement will specify any changes in the salary or changes in the job description or schedule.
- If the Family must terminate the Nanny's employment unexpectedly and without cause, the Nanny will be paid severance pay.
 - Yes No If severance will be paid, how much? \$ _____

Family and Nanny Agreement

VI. Addendum

There are _____ additional pages attached that are a part of this Agreement. We have read, discussed and agreed to the aforementioned terms and conditions set forth on those pages.

The parties acknowledge that they have read and understand all the terms and conditions set forth in this Agreement. This instrument constitutes the entire Agreement and all prior negotiations and understandings have been merged herein. No modifications of this Agreement shall be valid unless in writing and executed by the parties.

Nanny's Signature	Date
Mother's/Guardian's Signature	Date
Father's/Guardian's Signature	Date

Family, Nanny and Placement Agency, if any, should receive a copy of this Agreement.

International Nanny Association's (INA) Disclaimer:

INA assumes no liability or responsibility for, and makes no representations or warranties about, this document or any information, terms, conditions or omissions in this Agreement. Your use of this Agreement is at your own risk. Additionally, INA provides this document for informational use only; it is not legal advice. INA encourages you to consult with an attorney before finalizing and implementing this Agreement.

INA Commitment to Professional Excellence

- Respect the contributions of individuals involved in professional in-home child care.
- Maintain high standards of professional conduct.
- Respect and support families in their task of nurturing children.
- Promote the physical, emotional, intellectual and social development of children.
- Support the lifelong process of personal growth and professional development.

Family and Nanny Agreement

4. Nanny's Expectations of Family:

- Respect the hours, days, and compensation outlined in this Agreement.
- Have regular communication from parents regarding job performance, schedule changes, etc.
- Support of Nanny's "authority" in setting limits with child/ren.
- Provide a safe child-proofed home.
- Respect of Nanny's privacy outside of the job.
- Respect the fact that the Nanny has a life beyond the job.

5. Household Information:

- a. The Nanny may have friends or relatives visit her in the Family home. Yes No
- b. We would like the Nanny to answer the telephone in the following manner: _____
- c. We would prefer that the Nanny address us by our: Family name First names _____
- d. The following areas are off limits to the Nanny and child/ren: _____
- e. Our home is child-proofed. Yes No
- f. We expect the Nanny to child-proof our home and Family will respect her decisions. Yes No
Comments: _____
- g. What is the procedure to follow if the Nanny is locked out of the house? _____
- h. The Nanny will receive a set of keys to our house. Yes No
- i. The Nanny will be expected to set our house alarm. Yes No (The code will be supplied separately.)
- j. Our smoke detectors are located: _____
- k. Our fire extinguisher is located: _____
- l. Our Family television and music rules are: _____

6. Health and Emergencies:

- a. Where are the emergency numbers kept? _____
- b. What is the emergency escape plan? _____
- c. Preferred hospital (name and location): _____
- d. Phone numbers for parents in case of an emergency: _____
- e. Where are the first aid supplies kept? _____
- f. Should the Nanny take the child/ren's temperature? Yes No Method used: _____
- g. What medication does the child take? _____
- h. Written authorization to give medication will be supplied. Yes No
- i. Written authorization for the Nanny to take the child for medical treatment should be on file with pediatrician and preferred hospital. Name of Pediatrician: _____
- j. Where is the health insurance identification kept? _____

Family and Nanny Agreement

7. Live-in Nanny Position (if applicable)

a. Nanny's quarters are private. Family should not enter unless invited or in case of emergency.

Agreed? Yes No

b. Artwork is allowed on the walls of the Nanny's quarters. Agreed? Yes No

c. The Nanny may rearrange the furnishings in the quarters. Agreed? Yes No

d. All food consumed by the Nanny will be furnished by the Family. Specially requested items up to \$_____ per month will be provided by the Family. Agreed? Yes No

Comments: _____

e. The Nanny is to provide any specialty foods or snacks herself. Agreed? Yes No

f. The Nanny will eat her evening meal with:

The Family The child/ren By her/himself Often varies

g. The Nanny will eat her evening meal: Before the parents eat After the parents eat

h. Specific food items that the Nanny may not consume or bring into the home:

i. The Nanny is allowed to have visitors in her quarters. Agreed? Yes No

Comments: _____

j. The Nanny is allowed to have visitors in our home. Agreed? Yes No

Comments: _____

k. Television and music rules in the Nanny's quarters are: _____

l. The Nanny will have a private telephone line/cell phone provided by Family. Agreed? Yes No

m. The telephone and the telephone connection will be paid for by: Family Nanny

n. The Nanny will pay for all her personal long distance phone charges if landline is provided.

Agreed? Yes No

o. The Nanny will pay the telephone company directly. Yes No

p. Toll call charges will be deducted from the Nanny's paycheck if land line is provided. Yes No

Nondisclosure Statement: The Nanny will respect the privacy of the Family and agrees not to discuss any of the Family's personal business with anyone.

Videotaping: If the Family plans to videotape the Nanny, they will let the Nanny know that this will occur or may occur one time, occasionally, or on a daily basis as a means to evaluate job performance.

Periodic Review of Family and Nanny Agreement: Review of the written Agreement is recommended after 30 days, 90 days, 180 days, and annually thereafter.