

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 _____