**NANNY SHARE CONTRACT TEMPLATE**

**by CozyKin**

Nanny’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Employer’s Names:

*Enter names of all parents of children in the share*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This agreement covers the care of:

*Enter names of all children in the share*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This agreement goes into effect on [START DATE]. This contract stays in effect until the nanny resigns, is terminated, or a new contract is completed, signed, and dated.

1. WORKSITE ADDRESS

Work location will be at the [FAMILY NAME] home at:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

OR

Work location will alternate between:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

2. SCHEDULE

General Availability

The nanny is required to work the hours outlined in the Regular Weekly Schedule section. This schedule may vary slightly according to changes in the parent’s schedule. If changes are needed, both families agree to give the nanny no less than [# OF DAYS] days notice.

The families guarantees a minimum of [# OF HOURS] hours per week.

Regular Weekly Schedule:

Monday, from [TIME] to [TIME]

Tuesday, from [TIME] to [TIME]

Wednesday, from [TIME] to [TIME]

Thursday, from [TIME] to [TIME]

Friday, from [TIME] to [TIME]

3. COMPENSATION

Regular and Overtime Wages

The nanny will be paid a regular rate of $[HOURLY RATE] per hour for the first 40 hours worked in a work week and an overtime rate of $[HOURLY OT RATE] per hour for all additional hours worked in that week.

The families guarantee a minimum of [HOURS] hours per week within the Regular Weekly Schedule. If the families choose not to use the nanny’s services for the guaranteed number of hours for any reason, the nanny will still be paid for those hours.

Pay Period and Payment

The nanny will be paid [WEEKLY / BI-WEEKLY] on the [DAY(S) OF THE MONTH]. The nanny will receive a paycheck through [CHECK / DIRECT DEPOSIT / CASH].

4. GENERAL EXPENSES

The families agree to be fully responsible for all purchases the nanny makes to provide care. These purchases may include:

* groceries and household items (e.g. milk, bread, trash bags, cleaning supplies)
* sanitary supplies (e.g. diapers, wipes, cream)
* children’s clothes items (e.g. shoes, gloves)
* entertainment (e.g. lunch out, museum admission)
* project supplies (e.g. paint, markers)
* educational supplies (e.g. books, puzzles)

For any purchases over $[DOLLAR AMOUNT], the nanny agrees to get prior permission from both families.

5. PAID TIME OFF, HOLIDAYS & SICK DAYS

Paid Time Off

The nanny will receive [# OF WEEKS OR DAYS] of paid vacation per employment year. Paid Time Off can be taken after [# OF WEEKS] of employment.

The nanny must take [# OF WEEKS OR DAYS] of vacation at the families’ discretion. This will normally be [HOLIDAYS OR TIME OF YEAR THE FAMILIES TYPICALLY TAKE VACATION].

The nanny cannot take more than [# OF WEEKS OR DAYS] of vacation at one time.

The nanny may take her vacation as individual days.

The nanny agrees to give the families at least [# OF WEEKS/DAYS] notice of upcoming vacation time.

If all vacation time is not used by the end of the employment year, up to [# OF DAYS] will be carried forward to the next employment year. The remainder of unused vacation days will be forfeited.

Holidays

The nanny will receive the following holidays off with pay. If the holiday falls on a weekend, the nanny will receive the Friday before or the Monday after the holiday off as a paid day.

*The below list of holidays are suggestions; edit accordingly.*

New Year’s Day

M L King, Jr. Day

President’s Day

Memorial Day

4th of July

Labor Day

Columbus Day

Veteran’s Day

Thanksgiving

Thanksgiving Friday

Christmas Eve

Christmas

New Year’s Eve

Sick / Personal Days

The nanny will receive [# OF DAYS] of paid sick / personal days per employment year.

When taking sick / personal days, the nanny agrees to notify the families at least [# OF HOURS] before scheduled to begin work when possible. The nanny will notify the families by [PHONE CALL / TEXT] to [ONE PARENT FROM FAMILY 1] and [ONE PARENT FROM FAMILY 2].

If all sick / personal days are not used by the end of the employment year, the days will be forfeited.

6. TAX WITHHOLDING / REPORTING / INSURANCE

*Detail how you will handle taxes here.*

7. JOB RESPONSIBILITIES, RULES AND EXPECTATIONS

Quality Childcare

The nanny agrees to provide a caring environment that includes the following responsibilities, attitudes and actions.

Child-Related Responsibilities

*These are examples only; Customize for your share.*

The nanny is responsible for...

Children’s Meals

* breakfast preparation and clean-up
* lunch preparation and clean-up
* begin dinner, full dinner preparation, and/or dinner clean-up depending on how late care goes in the day.
* maintaining daily food log
* sterilizing all baby items (e.g. bottles, nipples) as needed

Daily Environment

*These are examples only; Customize for your share.*

The nanny will…

* provide a well rounded, fun day for the children.
* provide age-appropriate creative activities.
* provide age-appropriate educational activities.
* spend adequate time outside with the children.
* read to the children on a regular basis.
* encourage appropriate amount of independent play.
* provide adequate supervision during independent play.
* give each child ample focused, one-on-one attention.
* provide a warm, loving, affectionate environment.
* enthusiastically engage / participate with children in activities.

Communication With Children

*These are examples only; Customize for your share.*

The nanny will…

* display a positive and respectful communication style with the children.
* speak to / talk with the children often to strengthen attachment, develop language skills, and increase vocabulary.
* model a communication style that reflects the families’ discipline philosophy *(give examples)*
* not use abusive or demeaning language or tone.

Discipline / Guidance

*These are examples only; Customize for your share.*

The nanny will…

* set age-appropriate boundaries and expectations.
* maintain consistent boundaries and rules.
* handle discipline / behavior issues in an affirming, respectful way.
* support parents’ discipline philosophy as it evolves

Hands-On Care

*These are examples only; Customize for your share.*

The nanny will provide responsive care that meets generally accepted standards of care (e.g. washing hands before meals, changing a wet diaper promptly) or the parents’ stated standards of care around:

* cooking / feeding
* preparing bottles
* diapering / toileting
* bathing
* personal hygiene
* dress
* medication

The nanny will contact the parents for permission before giving any over-the-counter medications.

The nanny has the parents’ permission to give prescription medication according to the prescription instructions.

The nanny will keep a detailed record of each child’s symptoms, food/drink intake and medications given.

8. RULES AND EXPECTATIONS

*This section should detail any rules and expectations of the nanny share. The below list contains suggestions only.*

* Frequency of updates to parents throughout the day
* Screen time for the children
* Nanny’s screen time / cell phone use / TV use
* If there are designated areas in the household the nanny should avoid
* If the nanny is allowed to or should refrain from posting photos of the children online / social media
* If the nanny can have personal visitors
* If the nanny can complete errands while watching the kids
* Rules around playdates and outings
* Rules around taking public transit
* Rules around driving with the children
* Sunscreen use and frequency
* Safety expectations around helmet use, child seats, strollers, etc
* Smoking
* Who to contact about and how to handle emergency situations

9. TERMINATION OF AGREEMENT

*Detail how all parties would handle termination and notice here.*

10. SIGNATURES

I have read and received a copy of this nanny contract.

Nanny’s Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Employers’ Signatures:

*All parents of children in the share need to sign the contract.*

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*DISCLAIMER: this template was created to serve as a helpful guide to drafting a nanny share contract. This document does not contain legal advice and is intended to be used as a template only. Individuals are encouraged to consult their own legal professional to review any contract and to answer questions about the responsibilities or obligations related to a nanny share.*