

NYC Nanny Employment Agreement

A customizable work-agreement template for New York City nannies and household employers

This agreement is designed to put expectations in writing before work begins. Complete every blank, discuss each section together, and give both parties a signed copy.

Effective date _____

Nanny's full legal name _____

Employer(s)' full legal name(s) _____

Primary work location _____

IMPORTANT

This is a general educational template, not legal or tax advice. Laws and individual circumstances can change. The parties should consult a qualified New York employment attorney, accountant, payroll professional, or government agency when needed. This template does not waive any right provided by federal, New York State, or New York City law.

1. Parties and Position

This Nanny Employment Agreement (the "Agreement") is entered into between the employer(s) listed above (the "Employer") and the nanny listed above (the "Nanny"). The Nanny is hired as a household employee, not an independent contractor, unless a qualified professional determines otherwise under applicable law.

Child or children in the Nanny's care (first names and ages) _____

Employment start date _____

Employment status: ☐ Full-time ☐ Part-time ☐ Live-out ☐ Live-in ☐ Temporary through: _____

2. Regular Schedule and Workweek

The parties agree to the regular schedule below. The Employer will provide reasonable notice of requested schedule changes. Time worked includes all time the Nanny is required to be on duty or remain available for the family.

Day	Start	End	Unpaid break	Scheduled hours
Monday				
Tuesday				
Wednesday				
Thursday				
Friday				
Saturday				
Sunday				
TOTAL				

The Employer's defined seven-day workweek begins on _____

Regular guaranteed hours per week _____

3. Guaranteed Hours

The Employer guarantees payment for the regular weekly hours written above when the Nanny is ready, willing, and available to work, even if the Employer sends the Nanny home early, arrives home early, travels without the Nanny, chooses not to use care, or otherwise does not need all scheduled hours.

If the Nanny is scheduled for 10 hours but the Employer uses only 8 or 9 hours, the Nanny will still receive 10 hours of pay. Guaranteed hours are not a bank of hours. Unused hours may not be moved to another day or week to avoid overtime unless the law expressly permits it.

Guaranteed hours do not require payment when the Nanny requests unpaid leave, is unavailable to work, or the parties agree in writing to another arrangement that complies with law.

Guaranteed weekly gross pay

\$ _____

4. Pay, Overtime, and Records

Regular hourly rate _____

Overtime hourly rate _____

Regular payday (weekly) _____

Payment method: ☐ Payroll/direct deposit ☐ Check ☐ Other lawful method: _____

The Employer will maintain accurate records of hours and wages and provide legally required wage notices and wage statements. The parties will not use a salary, guaranteed-hours arrangement, or comp time to avoid legally required overtime.

For a live-out domestic worker in New York, overtime is generally due at 1.5 times the regular rate after 40 hours in a workweek. For a worker who lives in the Employer's home, New York generally requires overtime after 44 hours in a workweek. The parties will follow whichever federal, state, or local rule provides greater protection.

5. Taxes and Employment Classification

The Employer will treat the Nanny as a household employee when required by law and will handle required payroll reporting, withholding, employer taxes, workers' compensation, disability benefits, unemployment insurance, and other obligations. The Nanny will provide information reasonably required for lawful payroll and tax reporting.

Any agreement to pay cash or work "off the books" does not eliminate legal wage, overtime, tax, insurance, or recordkeeping obligations. Neither party is required to agree to an unlawful arrangement.

6. Duties and Scope of Work

The Nanny's primary responsibility is the children's safety, care, development, and well-being. Child-related tasks may include meals, bottles, children's laundry, tidying children's areas, school or activity transportation, homework support, scheduling, and maintaining supplies.

Included duties	Not included unless separately agreed
☐ Children's meals	☐ Deep cleaning
☐ Children's laundry	☐ Whole-family laundry
☐ School/activity transport	☐ Household management
☐ Children's dishes and areas	☐ Pet care beyond incidental tasks
☐ Homework/developmental activities	☐ Cooking for adults
☐ Child-related errands	☐ Work for another household

Other agreed duties _____

7. Transportation and OMNY/MetroCard

The Employer will reimburse all work-related transportation expenses, including subway, bus, taxi/rideshare when authorized or reasonably required, tolls, parking, and mileage when the Nanny uses a personal vehicle for work.

The Employer will provide or reimburse an OMNY/MetroCard transit stipend for commuting and/or work travel as selected below. A work-related transit expense is not part of the Nanny's wages.

Transit arrangement: ☐ Unlimited OMNY/MetroCard ☐ Weekly stipend of \$_____ ☐ Reimburse actual work trips ☐
Other: _____

Mileage reimbursement rate _____

8. Paid Time Off, Protected Time, and Holidays

The following benefits are part of this Agreement and may provide more generous benefits than the legal minimum. Nothing here reduces leave or protected time required by law.

Paid vacation _____ days/hours per year. Nanny-selected: _____
Employer-selected: _____

Paid sick/safe/protected time _____ days/hours per year.

Paid personal days _____

Paid holidays: ☐ New Year's Day ☐ MLK Day ☐ Presidents Day ☐ Memorial Day ☐ Juneteenth ☐ July 4 ☐ Labor Day ☐
☐ Indigenous Peoples'/Columbus Day ☐ Thanksgiving ☐ Day after Thanksgiving ☐ Christmas Day ☐ Other:

If a paid holiday falls on a regular workday, the Nanny will receive the guaranteed pay for that day. If the Nanny works on a holiday, additional compensation will be: _____.

New York domestic workers generally have a right to one 24-hour day of rest each week or overtime pay if they voluntarily work that day, and at least three paid days of rest after one year with the same employer. NYC protected-time and other leave laws may provide additional rights.

9. Family Travel and Overnight Care

Travel is optional unless listed as a required duty. All travel time that is legally compensable will be paid. The Employer will pay all work-related transportation, lodging, meals, admissions, and other required expenses. The Nanny will have a private, secure sleeping space unless otherwise agreed in writing.

Travel hourly rate _____

Overnight fee (in addition to hourly wages when applicable) _____

Travel notice expected _____

During family travel, guaranteed hours and overtime protections continue to apply. The parties will agree in writing to the schedule, duties, downtime, sleeping arrangements, and compensation before each trip.

10. Inclement Weather, Illness, and Emergencies

The parties will prioritize safety. If the Employer closes the workplace/home to the Nanny or directs the Nanny not to report, guaranteed hours apply. If travel is unsafe or public authorities advise against travel, the parties will communicate promptly and follow this agreed policy:

The Employer will provide emergency contacts, pediatrician information, allergy/medication instructions, authorized pickup information, and written consent for emergency medical care where appropriate. The Nanny will promptly report illness, injury, safety incidents, and emergencies.

11. Professional Boundaries, Privacy, and Cameras

The Nanny will protect the children's and family's confidential information. The Employer will protect the Nanny's personal information and will not publish the Nanny's image, voice, or private communications without consent, except as permitted by law.

The Employer will disclose all cameras and recording devices in work areas before employment begins and will notify the Nanny before adding or moving them. No recording device may be placed where a person reasonably expects privacy, such as a bathroom or private changing/sleeping area.

The Nanny may discuss wages, hours, and working conditions and may exercise legal rights without retaliation. Nothing in this Agreement prohibits legally protected communication or reporting unsafe or unlawful conduct.

12. Safety and Discipline

The Nanny will use developmentally appropriate, nonviolent discipline consistent with the family's written preferences and the child's safety. Corporal punishment, humiliation, threats, withholding necessary food or care, and unsafe restraint are prohibited.

Firearms, dangerous items, medications, alcohol, cannabis, and other substances will be secured and inaccessible to children. Neither party will work or require work while impaired.

13. Reviews, Raises, and Changes

The parties will hold a check-in after _____ days and a formal review every _____ months. They will discuss duties, schedule, workload, children's needs, compensation, benefits, and any concerns.

Any material change to duties, number of children, schedule, location, household-management responsibilities, or required driving should be discussed in advance and documented in a written amendment. Compensation review date: _____.

14. Ending Employment

Either party may end employment with _____ weeks' written notice. The Employer may provide pay instead of notice. The Nanny may leave immediately when continued work would be unsafe, unlawful, or seriously harmful.

Severance, if any _____

Final wages, approved reimbursements, and other amounts due will be paid by the deadline required by law. The Nanny will return family property, and the Employer will return the Nanny's property.

Examples of conduct that may justify immediate termination include child abuse or neglect, serious theft, deliberate falsification, violence, working while impaired, or a serious intentional breach of safety. This clause does not waive legal rights or change applicable at-will employment rules.

15. Resolving Concerns

The parties agree to raise concerns promptly and respectfully. They may use a neutral mediator if both agree. Nothing in this section prevents either party from contacting a government agency, filing a legal claim, seeking emergency help, or consulting an attorney.

16. Entire Agreement and Legal Rights

This Agreement and any signed attachments reflect the parties' current understanding. Changes should be written and signed by both parties. If any provision is unenforceable, the remaining provisions remain in effect. Federal, New York State, and New York City rights control whenever they provide greater protection.

Signatures

By signing, the parties confirm that they reviewed this Agreement, had an opportunity to ask questions, and received a copy. Signatures do not waive any legal right.

NANNY

EMPLOYER 1

Signature: _____

Signature: _____

Printed name: _____

Printed name: _____

Date: _____

Date: _____

EMPLOYER 2 (if applicable)

WITNESS / OTHER (optional)

Signature: _____

Signature: _____

Printed name: _____

Printed name: _____

Date: _____

Date: _____

Optional attachments

☐ Detailed weekly schedule ☐ Child information and emergency contacts ☐ Household rules ☐ Driving authorization ☐ Travel addendum ☐ Paid-time-off policy ☐ Wage notice/payroll documents ☐ Camera disclosure

Helpful official resources

New York State Department of Labor - Domestic Workers' Bill of Rights: dol.ny.gov/domestic-workers-bill-rights

NYC Department of Consumer and Worker Protection - Protected Time Off Law: nyc.gov/site/dca/about/paid-sick-leave-FAQs.page

IRS Publication 926 - Household Employer's Tax Guide: irs.gov/publications/p926

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