



A Guide to **DEVELOPING A WORK AGREEMENT WITH A CHILDCARE PROVIDER**

Please note: A court may enforce a written agreement between the employer family and the childcare provider as a binding legal contract. If there is ever a dispute, this should protect both parties. Please understand that this sample work agreement is based on suggested best practices that may differ based on the particular domestic employment relationship and that these possible best practices do not constitute legal advice. This work agreement is made available by Hand in Hand for educational purposes only to give you general information and a general understanding of employment best practices, not to provide specific legal advice. The work agreement's contents are not legal advice and should not be construed as legal advice. By using this sample work agreement you understand that there is no attorney client relationship between you and the work agreement creator. The work agreement should not be used as a substitute for competent legal advice from a licensed professional attorney in your state.

INTRODUCTION

Are you planning to hire someone to provide childcare services in your home? Do you already employ someone to provide childcare services and want to improve your employment arrangements?

If so, this guide will help you:

- Focus your initial discussions with the person you hope to hire or organize conversations with the childcare provider working for you now;
- Strengthen clear and respectful communication between you and your employee; and
- Develop a work agreement that specifies the relevant terms of employment as well as records other important information.

In this guide, the term childcare provider will be used to describe people who are paid to care for children in their homes. You may use another name for such a person. The most frequently used job titles for this work in the United States are childcare provider, nanny, caregiver, babysitter, or au pair.

GETTING STARTED

Your process for exchanging information and views with your intended or current employee is as important as the work agreement itself. Take enough time to establish rapport, build understanding, and come to agreement about the job.

The sample work agreement provided in this guide may assist you with this process. The agreement supports best practices but should not be considered legal advice.

Customize the work agreement we offer here so that your agreement reflects, as much as possible, your particular employment needs, requirements, and preferences and those of your employee. If you need to adjust the agreement for a childcare provider who lives-in, works part-time, or is in a share arrangement with two or more families, you can find advice on how to do so at domesticemployers.org.

To create a mutually satisfactory work agreement, you should plan on meeting with your projected or current employee at least twice to discuss the various aspects of this agreement and, in doing so, come to know each other better. The topics you will want to examine are listed next. You can prepare for the work agreement development process by reviewing *The Employer Checklist* at domesticemployers.org.

You can use this chart to track that all these topics have been covered to the satisfaction of both parties and to note any concerns that emerge in the course of your discussions.

TRACKING CHECKLIST

Topic	Employer family's check	Childcare provider's check	Concerns
<i>Basic Information</i>			
<i>Open and Respectful Communication</i>			
<i>Wages and Human Resources</i>			
<i>Time Off</i>			
<i>Healthy Workplace</i>			

THE SAMPLE WORK AGREEMENT

BASIC INFORMATION

This agreement is between:

Name/s of employer/s: _____

Name of employee / childcare provider: _____

Job Start-Up and Hours

The childcare provider's first day of employment will be _____

The first three months of the childcare provider's employment can be probationary. During this time, both parties (employer family and childcare provider) should try to discuss differences or conflicts in order to resolve them satisfactorily. The employer or employee can terminate this employment agreement at any time during the probationary period. If possible, the person ending the employment agreement should provide the other party with notice of at least a week. The probation period will end on _____ and will conclude with a formal joint review of the work and relationship between the employer family and childcare provider.

This chart shows the days and hours for which the employer family needs childcare services. This schedule may fluctuate at times. The employer family will give the childcare provider as much advance notice as possible if work hours need to be changed.

Mon Begin _____ am/pm End _____ am/pm Daily hours _____

Tues Begin _____ am/pm End _____ am/pm Daily hours _____

Wed Begin _____ am/pm End _____ am/pm Daily hours _____

Thurs Begin _____ am/pm End _____ am/pm Daily hours _____

Fri Begin _____ am/pm End _____ am/pm Daily hours _____

Sat Begin _____ am/pm End _____ am/pm Daily hours _____

Sun Begin _____ am/pm End _____ am/pm Daily hours _____

Total weekly hours _____

Employer Information

The employer family includes the following adult members (list names and roles)

The employer family includes these children.

<i>Full name</i>	<i>Birthdate</i>	<i>Important information about this child, including necessary accommodations (ie. for allergies)</i>
1.		
2.		
3.		

Our family lives at _____.
This is the worksite for this agreement.

Our child/ren also live at this address _____
on these days _____.

If the childcare provider cannot communicate in person with us, the employer family, s/he should contact us in the following ways (include relevant phone numbers, email addresses, texting options, etc).

Employer one _____

Employer two _____

In case of emergency, the childcare provider should contact _____
using the following contact information _____

Employee Information

I, the childcare provider, am named _____.

I would like the family to call me _____.

My contact information is as follows:

Home address: _____

Phone number when working: _____

when not: _____

Other contact information (for using email or texting): _____

In case of emergency, the employer family should contact _____
using the following contact information _____

OPEN AND RESPECTFUL COMMUNICATION

Declaration of Purpose

We, the employer family _____ and childcare provider _____ have carefully discussed the terms of our working together because we want clear expectations, open communication, and mutual trust to form the foundation of our relationship. We have recorded the following information and agreed to the following employment terms. This document constitutes our initial work agreement. We expect to make changes to this agreement from time to time, as necessary, and we may make changes to this agreement in writing and signed by both of us. Each of us will retain a copy of this agreement.

Family Priorities and Rules

The employer family's childcare priorities can be listed below to make sure they are reviewed. Consider such issues as parenting philosophy, times for meals, naps, night sleep, habits you want your child to learn, use of the childcare provider's first language if different from the employer's, food restrictions that must be followed, cultural or religious practices, and views about gender and sexual orientation.

Employer-family rules can be listed below to support their being followed. Consider such issues as screen time, cell phone use, guests, and off-limit foods.

Any other agreements:

Work Responsibilities

Check off the responsibilities that this work agreement includes.

- Making child safety and well-being the highest priority;
- Meeting the child's basic needs, which depend on age but are likely to include emotional support, meals, naps, help with personal tasks such as bathing and dressing, and getting to and from school, afterschool programs, or pre-school classes;
- Caring for a sick child and administering medicine as directed by the family/employer;
- Organizing or supervising a child's daily activities, such as games, walks, play dates, playground outings, homework;

- Reading to the child each day;
- Limiting the child's television/video time, cell phone use, and computer game-playing as specified under family rules;
- Keeping the home space orderly and clean, especially the kitchen, dining table, the child's bedroom, and play areas;
- Keeping a daily log (in a notebook to be provided) of relevant information about the child's day;
- Granting access to the home for service personnel, such as people making repairs;
- Housekeeping tasks connected to childcare, such as doing a child's laundry. List tasks here:
_____;
- Housekeeping tasks that go beyond childcare, such as vacuuming the living room. List tasks here:

- Other:

Schedule

The schedule for each of the childcare provider's usual workdays can be outlined using the chart below. Include her/his regular responsibilities, such as taking an infant to well-baby check-ups or a child to and/or from school, after-school programs, or music lessons.

Monday _____

Tuesday _____

Wednesday _____

Thursday _____

Friday _____

Other instructions about the schedule:

Check-ins

The employer family will set aside a half hour each month to meet with the childcare provider as part of her/his compensated time. This monthly check-in will provide an opportunity to communicate about what is going well and to discuss any issues or conflicts that have arisen. If necessary, the employer family and childcare provider can create a plan of action to address problems.

Evaluations

Each year, the employer family and childcare provider will review and amend, as needed, the work agreement. During this review, both the employer family and childcare provider can assess the degree of mutual satisfaction in the childcare provider's work and relationship to the family.

Confidentially and Privacy

I, the childcare provider _____ will not disclose any and all private information obtained about the employer family or their dependents during the course of employment, including but not limited to medical, financial, legal, and career information. Such information is strictly confidential and may not be disclosed to any third party for any reason. I also understand that no information about my location and plans for the day and no pictures of the children should be shared on any social media network or with strangers to the family.

We, the employer family _____ will respect the childcare provider's right to privacy and will not use any surveillance technology without informing her/him.

WAGES AND HUMAN RESOURCES

Hours and pay

The employer family will pay the childcare provider \$ _____ (*Hand in Hand encourages at least \$15*) per hour for 8 hours of work a day for a total of 40 hours of work a week. The workday includes a half hour for meals and rest. The employer will withhold from the childcare provider's pay all applicable taxes and deductions required by law*.

The employer family will pay time-and-a-half for every hour worked over 8 hours a day or 40 hours/week. The overtime pay is \$ _____ per hour.

If the childcare provider works for the employer family in the evening and stays until this hour _____ pm, the employer family will drive the childcare provider home or pay for a cab/car service to take her/him home.

Wage increases

The employer family will give the childcare provider an annual raise based on the prevailing cost-of-living adjustment and an increase in her/his hourly wage if additional responsibilities (including additional children) are added to the work agreement.

Payment method and pay periods

The employer family will pay the childcare provider by check every _____ (specify day of week).

End-of-the-year bonus

The employee will be eligible to receive an end-of-the-year bonus at the employer's discretion.

On-the-job expenses

The employer family will give the childcare provider access to a petty cash fund to be used for approved purchases or emergencies. In addition, if the childcare provider pays for other approved expenses, s/he should keep and submit all receipts, and the employer family will reimburse her/him at the end of the pay period.

The employer family will contribute \$ _____ a month to the childcare provider's mobile phone cost.

The employer family will reimburse the childcare provider for use of her/his car for approved on-the-job tasks. Reimbursement will be based on the IRS Mileage Reimbursement Rate, which covers the cost

of gasoline as well as general wear and tear on the car. The childcare provider should maintain a mileage log and submit it to the employer family for reimbursement at the end of the pay period.

Record keeping

The employer family will formally record, each week, the childcare provider's work dates, hours, and rate of pay per hour. At the end of the week, the childcare provider may be asked to initial this account.

***Paying “On the books”**

The employer family and childcare provider will have a conversation regarding taxes and social security.

Job Termination

At-will Employment

Under the law, the childcare provider is an “at will” employee, meaning that either the childcare provider or employer family can legally terminate the employment relationship at any time for any reason not prohibited by law.

Notice

In this work agreement, the family employer and childcare provider agree that if either party chooses to end the job, both the employer family and childcare provider will give each other two weeks notice and attend to the child/ren's reaction to the anticipated changes.

If the employer family asks the childcare provider to leave before the two weeks notice are up, the childcare provider will be paid for those weeks.

There may be cases when there are grounds or cause for immediate termination without notice (which the family employer and childcare provider hopes will never happen). The family employer and childcare provider should discuss (and be as concrete as possible) what these grounds or cause for immediate termination without notice will be, and list them here:

Severance

In addition to paying for these two weeks, the employer family will provide severance pay for the provider based on her/his years of work with the family. Please outline the details of this agreement:

TIME OFF

Workday cancellation

If the employer family has to cancel one or more days of the childcare provider's workweek, s/he can expect to be paid as usual.

Sick days

At the end of the probation period, the childcare provider has five sick days each year to use for illness and doctor appointments. The childcare provider should give the employer family at least 12 hours notice, if possible, so the family can make other childcare arrangements.

Vacation

At the end of the probation period, the childcare provider can take vacation time, totaling two weeks each year, at times chosen by the childcare provider. If mutually agreed-upon, the childcare provider can take one or both of those weeks of vacation at the same time as the employer family. Vacation time cannot be carried over from one year to the next.

Family or Medical Leave

Hand in Hand advises that the family employer provide at least one month of family and medical leave.

The family employer and the childcare provider should have a discussion about how much leave will be provided and for what situations (being as concrete as possible) and list that information here:

Holidays

The childcare provider will not work but will be paid for the eight national holidays listed below. If the childcare provider agrees to work on any of these holidays, s/he will be compensated one-and-a-half times her/his usual hourly rate. In addition, each year the childcare provider may take one religious or cultural holiday that is important to her/him (such as Good Friday).

New Year's Day	Martin Luther King Birthday
President's Day	Memorial Day
July 4 th	Labor Day
Thanksgiving Day	Christmas Day

Bad weather days

The employer family expects that the childcare provider will make every effort to come to work during bad weather. When a city or region is shutdown because of poor weather conditions, the employer family will pay the childcare provider for days of missed work.

HEALTHY WORKPLACE

Healthcare

The employer family will work with the childcare provider to ensure that s/he has access to healthcare. The employer family can inquire whether the childcare provider has insurance through a partner or spouse, provide health insurance, help with accessing health insurance through the Affordable Care

Act, pay a wage supplement to help the childcare worker pay for health insurance or care, or offer to cover the cost of health care visits up to a specified dollar amount. Please name how this will happen:

Workers Compensation

The employer family provides Workers Compensation coverage. *Note: some homeowners and renters insurance cover workers comp but not all; if you use a payroll system, please make sure to ask about this.*

Food

The employer family will offer the childcare provider food for the meals she/he eats with the child/ren and provide access to kitchen facilities so the childcare provider can bring her own food. If you or your family has specific dietary or religious restrictions, that should be outlined in the priorities and rules section of this work agreement.

Breaks

The childcare provider will take paid meal and rest breaks in such a way as to not compromise the health and safety of the child/ren. In a typical workday, the childcare provider should take two ten-minute rest breaks as well as a thirty-minute meal break every five hours or so. If breaks are not possible, the childcare provider should be compensated extra for that time.

AGREEMENT

We, the employer family _____ agree to fully implement this work agreement.

Signature(s) _____

Printed name(s) _____

Date _____

I, the childcare provider _____ agree to fully implement this work agreement.

Signature _____

Printed name _____

Date _____

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