

*A Guide to*

**DEVELOPING A WORK AGREEMENT**

**WITH A CHILDCARE PROVIDER**

**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’re hiring or organize conversations with the childcare provider working for you now;
* strengthen clear and respectful communication between you and your employee; and
* develop a clear 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 the person who is paid to care for the child/children in your home. 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 communicating 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. You should plan on meeting with your prospective 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 sample work agreement provided in this guide may assist you with this process. The agreement supports widely recognized best practices, but should not be considered legal advice.

* IMPORTANT: laws that apply to domestic workers vary state by state and even by municipality. See your state’s domestic employment legal requirements.
* Customize the work agreement we offer here so that your agreement reflects your particular employment needs, requirements, and preferences, and those of your employee. If you are hiring a nanny jointly as part of a nanny share, you can find our nanny share agreement here: [Nanny Share Agreement.](https://docs.google.com/document/d/1RqGjgm2CiNEvLYq0RzAXoks6iSuGMb41jdmBobLi1vE/edit)
* The steps to developing a work agreement are listed below.

**DEVELOPING A WORK AGREEMENT**

1. **Review your state’s labor laws pertaining to domestic workers**
2. **Outline Basic Information**

Establish a start date, probationary period, schedule, members of the employer family, children being cared for, emergency contact information and worksite location.

1. **Establish Open and Respectful Communication**

Commit to building a working relationship with clear expectations, open communication, and mutual trust. Establish mutually agreed priorities and rules, work responsibilities, and a time for check-ins and evaluations.

1. **Define Wages and Human Resources Policies**

Establish hourly rate, overtime policy, pay schedule, yearly increase, end of year bonus, reimbursement policies, job termination, severance pay, and letters of recommendation.

1. **Designate Paid Time Off**

Establish paid time off days, including sick days, vacation time, paid holidays, and policies for inclement weather and other emergencies.

1. **Create a Healthy Workplace**

Ensure that your employee’s health care needs are met, make your home a non-toxic and safe workplace, and establish COVID-19 or other health emergency protocols.

**THE SAMPLE WORK AGREEMENT**

**BASIC INFORMATION**

**This Agreement is Between:**

Name(s) of employer(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of childcare provider: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Job Start Date**

The childcare provider's first day of employment will be: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Probationary Period**

The first three months of the child care 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.

**Schedules**

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.

|  |  |  |  |
| --- | --- | --- | --- |
| http://s.cdn-care.com/img/cms/web/content/articlephotos/2013/09-sep/check-box.png Mon | Begin \_\_\_\_\_\_ am/pm | End \_\_\_\_\_\_ am/pm | Total daily hours \_\_\_\_\_ |
| http://s.cdn-care.com/img/cms/web/content/articlephotos/2013/09-sep/check-box.png Tues | Begin \_\_\_\_\_\_ am/pm | End \_\_\_\_\_\_ am/pm | Total daily hours \_\_\_\_\_ |
| http://s.cdn-care.com/img/cms/web/content/articlephotos/2013/09-sep/check-box.png Wed | Begin \_\_\_\_\_\_ am/pm | End \_\_\_\_\_\_ am/pm | Total daily hours \_\_\_\_\_ |
| http://s.cdn-care.com/img/cms/web/content/articlephotos/2013/09-sep/check-box.png Thurs | Begin \_\_\_\_\_\_ am/pm | End \_\_\_\_\_\_ am/pm | Total daily hours \_\_\_\_\_ |
| http://s.cdn-care.com/img/cms/web/content/articlephotos/2013/09-sep/check-box.png Fri | Begin \_\_\_\_\_\_ am/pm | End \_\_\_\_\_\_ am/pm | Total daily hours \_\_\_\_\_ |
| http://s.cdn-care.com/img/cms/web/content/articlephotos/2013/09-sep/check-box.png Sat | Begin \_\_\_\_\_\_ am/pm | End \_\_\_\_\_\_ am/pm | Total daily hours \_\_\_\_\_ |
| http://s.cdn-care.com/img/cms/web/content/articlephotos/2013/09-sep/check-box.png Sun | Begin \_\_\_\_\_\_ am/pm | End \_\_\_\_\_\_ am/pm | Total 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:

|  |  |  |
| --- | --- | --- |
| *Full name* | *Birthdate* | *Important information about this child, including necessary accommodations (ie. for allergies)* |

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
3. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The employer family lives at: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

* This is the worksite for this agreement
* The worksite address is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The child/ren also live at this address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

on these days: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

*Name & Contact Info:*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Name & Contact Info:* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

In case of emergency, the childcare provider should contact:

Emergency Contact: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**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:*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Phone number* *when not working:*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Other contact information (for using email or texting):* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

In case of emergency, the employer family should contact:

Emergency Contact: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**OPEN AND RESPECTFUL COMMUNICATION**

**Declaration of Purpose**

We, the employer family \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and childcare provider \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ have carefully discussed the terms of 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, and all future iterations.

**Family Priorities and Rules**

The employer family's childcare priorities can be listed below to make sure they are reviewed. Issues to consider may be 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. Issues to consider may be screen time, cell phone use, guests, and off-limit foods.

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

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

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

Any other agreements:

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

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

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

**Work Responsibilities**

*Check off the responsibilities included in this work agreement:*

http://s.cdn-care.com/img/cms/web/content/articlephotos/2013/09-sep/check-box.png Making child safety and well-being the highest priority

http://s.cdn-care.com/img/cms/web/content/articlephotos/2013/09-sep/check-box.png 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

http://s.cdn-care.com/img/cms/web/content/articlephotos/2013/09-sep/check-box.png Caring for a sick child and administering medicine as directed by the family/employer

http://s.cdn-care.com/img/cms/web/content/articlephotos/2013/09-sep/check-box.png Organizing or supervising a child's daily activities, such as games, walks, play dates, playground outings, homework

http://s.cdn-care.com/img/cms/web/content/articlephotos/2013/09-sep/check-box.png Reading to the child each day

http://s.cdn-care.com/img/cms/web/content/articlephotos/2013/09-sep/check-box.png Limiting the child's television/video time, cell phone use, and computer game-playing as specified under family rules

http://s.cdn-care.com/img/cms/web/content/articlephotos/2013/09-sep/check-box.png Keeping the home space orderly and clean, especially the kitchen, dining table, the child's bedroom, and play areas

http://s.cdn-care.com/img/cms/web/content/articlephotos/2013/09-sep/check-box.png Keeping a daily log (in a notebook to be provided) of relevant information about the child's day

http://s.cdn-care.com/img/cms/web/content/articlephotos/2013/09-sep/check-box.png Granting access to the home for service personnel, such as people making repairs

http://s.cdn-care.com/img/cms/web/content/articlephotos/2013/09-sep/check-box.png Housekeeping tasks connected to childcare, such as doing a child's laundry. List tasks here:

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

http://s.cdn-care.com/img/cms/web/content/articlephotos/2013/09-sep/check-box.png Housekeeping tasks that go beyond childcare, such as vacuuming the living room. List tasks here:

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

http://s.cdn-care.com/img/cms/web/content/articlephotos/2013/09-sep/check-box.png Other:

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

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

**Detailed Weekly Schedule**

Specific details in the week’s schedule can be included below. These could include such items as the nap or feeding times, dropping or picking up a child from school, after-school programs, or extra-curricular activities, like 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 their 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 meet with the childcare provider as part of their compensated time to 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.

**Confidentiality 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 them.

**Paying “On the Books”**

The employer and employee will have a conversation regarding taxes and social security. This will determine if the employer will withhold from the employee’s pay all applicable taxes and deductions required by law.

**WAGES AND HUMAN RESOURCES**

**Hours and Pay**

The employer will pay the childcare provider $ \_\_\_\_\_per hour. Expected monthly hours: \_\_\_\_\_\_\_. *(Hand in Hand encourages a rate of at least $18/hour[[1]](#footnote-0) and a minimum of 3 hour shifts.)*

The employer family will pay time-and-a-half for every hour worked over 8 hours/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 beyond the hour of \_\_\_\_\_ pm, the employer family will drive the childcare provider home or pay for a cab/car service to take them home.

**Wage Increases**

The employer family will give the childcare provider an annual raise based on the prevailing cost-of-living adjustment as well as an increase in their 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, cash, direct deposit, payroll service) every \_\_\_\_\_\_\_\_\_\_\_ (specify how often and the day of week).

**Bonus**

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

**Expenses and Reimbursements**

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, they should keep and submit all receipts, and the employer family will reimburse them 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 their car for approved job-related tasks. Reimbursement will be based on the [IRS Mileage Reimbursement Rate](https://www.irs.gov/tax-professionals/standard-mileage-rates), 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.

**Travel**

All travel in which the childcare provider is asked to accompany the employer family must be mutually agreed upon and shall be compensated at an additional rate to be negotiated. The childcare provider shall be provided their own accommodations for the trip.

**Record Keeping**

The employer family will formally record, each week, the childcare provider's work dates, hours, and rate of pay per hour as well as any paid time off taken. At the end of the week, the childcare provider may be asked to initial this account. This record will be made accessible to the employee at all times.

**TIME OFF**

**Workday Cancellation**

If the employer family sends the childcare provider home early, they still will pay them in full for that day.

If the employer family has to cancel one or more days of the employee’s workweek for the coming week, then the childcare provider and employer will attempt to find a new date where those hours of work can be made up. Either way, the employer will pay the childcare provider in full for those hours.

If the childcare provider has to cancel one or more days of work, they will work with the employer family to arrange back-up care for those hours, and also attempt to find a new date where those hours of work can be made up. If that isn’t possible and if the childcare provider doesn’t use paid time off for those days off, the employee will forfeit the wages for the day(s) they don’t work.

Both the employer and employee will make every attempt to alert the other of a cancellation at least two weeks in advance.

**Sick Days**

The employee will earn 1 hour of paid sick leave for every 30 hours of work up to \_\_\_\_\_ days per calendar year. *(Hand in Hand recommends five days).* The employee may use sick leave to attend to their own medical needs, as well as those of any family member. Sick leave may also be used for needs related to domestic violence, sexual assault or stalking.

The employee will notify the employer immediately when needing to use sick leave and, should give at least one day’s notice, whenever possible, so that the employer can find back-up childcare support. (See “Workday Cancellation” above.)

**Vacation**

The employee can begin to accrue vacation time at the date of hire, totaling up to \_\_\_\_\_\_\_\_\_days each year. *(Hand in Hand recommends at least 2 weeks.)* The employee will accumulate 1 hour for every 20 hours worked (2 hours for every 40 hours) worked so that in 1 month of full time employment the employee will have accumulated at least 8 hours of vacation time.

If mutually agreed-upon, the childcare provider can take their vacation at the same time as the employer families.

Any unused vacation should be paid out as additional pay when the agreement comes up for an annual review or when the employee leaves the job- whichever the employee and employer agree to.

**Family or Medical Leave**

*Hand in Hand advises that the family employer provide at least six weeks of family and medical leave, with guaranteed employment upon return. If paying on the books, the employee may be eligible for your state’s paid family leave benefit.*

The employer and the childcare provider should have a discussion about how much leave will be provided, if it will be paid or not, the rate of pay, and for what situations (being as concrete as possible) and list that information here:

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

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**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, they will be compensated one-and-a-half times their usual hourly rate. In addition, each year the childcare provider may take one religious or cultural holiday that is important to them (such as Good Friday).

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

**HEALTHY WORKPLACE**

**COVID-19/Health Emergency Protocols**

If you are creating this agreement during the COVID-19 pandemic or any other public health emergency, work together to create a plan to ensure the safety of the employer family and the childcare provider. The agreement could include some of the following practices and principles.

See the sample agreement[*with COVID-19 safety protocols by the National Domestic Workers Alliance*](https://membership.domesticworkers.org/wp-content/uploads/2020/05/Agreement-for-Nanny-Work_FINAL.pdf) for more detailed suggestions.

**Precautions to protect yourselves from exposure to the coronavirus:**

* Adults and children should wear a face mask if capable of doing so
* Practice social distancing
* Work together to disinfect the workplace safely and thoroughly as well as keep the home well ventilated by opening windows and doors if safe to do so
* Take immediate action if anyone from either household experiences symptoms or tests positive for COVID-19
* Ensure that the childcare provider can travel to and from work safely
* Confine the work to certain areas to reduce the risk of transmission
* Create a back-up support plan in case employee can’t come to work due COVID

**Air Pollution Protocols**

If a wildfire comes near your home or another source makes the air quality in your area unhealthy, we recommend you take these precautions to protect the health of your employee:

* limit the time they need to work outside when the air-quality index is at the unhealthy level
* provide an N-95 mask, gloves and eye protection, especially for outdoor work
* provide an air purifier to make sure indoor air quality is healthy

**Healthcare**

The employer will work with the childcare provider to help them access healthcare. Ways the employer family can help are by inquiring whether the childcare provider has insurance through a partner or spouse, providing a non-taxable stipend that can be paid directly to an employee’s insurance plan or into the employee’s IRA account to pay for for an individually purchased plan (consult tax expert to do this), helping with accessing health insurance through the Affordable Care Act, paying a wage supplement to help the childcare worker pay for health insurance or care, or offering to cover the cost of health care visits up to a specified dollar amount. Please name the specific terms here:

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

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**Workers Compensation**

The employer 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.*

**Non-Toxic Cleaning Supplies and Protection**

Creating a non-toxic home and work environment is important to both parties. The employer will supply cleaning products that are non-toxic. *Non-toxic products and information can be found at* [*https://sfenvironment.org/article/residents/cleaning-products*](https://sfenvironment.org/article/residents/cleaning-products) *and* [*www.ewg.org/guides/cleaners*](https://www.ewg.org/guides/cleaners)

To protect the employee’s health while cleaning, they will use \_\_\_googles, \_\_\_gloves, \_\_\_mask.

These will be supplied by the employer.

The tools used for cleaning such as vacuum, mop, duster, broom, sponges etc will be provided by the employer.

**Food**

The employer will offer the childcare provider food for the meals they eat with the child/ren and provide access to kitchen facilities so they can bring and eat their own food. If the employer or childcare provider have specific dietary or religious restrictions related to food, 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. If breaks are not possible, the childcare provider should be compensated extra for that time. (Be sure to check out your state’s requirements on breaks.)

**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 children'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:

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

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**Severance**

In addition to paying for two weeks if notice isn’t given, the employer family will provide severance pay for the provider based on their years of work with the family. *(Hand in Hand recommends one week’s pay for every year the childcare provider has worked for the family.)* Please outline the details of this agreement:

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

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**Letters of Recommendation**

The employer family will provide the childcare provider with a general letter of recommendation at the end of the first year of employment and at the end of each additional year of employment.

**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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Please note: *A court may enforce a written agreement between the employer family and the employee 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.*

1. Hand in Hand recommends a base pay of $18/hour take home pay for one child. Please keep in mind the cost of living in your area as you determine a fair and family supporting wage. You can use the MIT Living Wage calculator to help you set a wage here: https://livingwage.mit.edu. [↑](#footnote-ref-0)