

Our Agreement for Nanny Work During the Coronavirus Pandemic

We all want to stay safe, and to do that we need to work together.

This template can help nannies and employers talk honestly about how you will commit to each others' safety and wellbeing, reach agreements and put them down in writing so that you can refer back to them regularly. This template is available in English and Spanish at <https://membership.domesticworkers.org/coronavirus/work-safely/return-to-work-safely/our-agreement-for-nanny-work-during-the-coronavirus-pandemic/>

The template contains recommendations compiled by the National Domestic Workers Alliance, as well as blanks for you to add in your own agreements. Before you get started filling this out together, we recommend that you:

- Each think about what you need to feel safe and what you're able to commit to each other.
- Have a general conversation about your concerns and your hopes about returning to work.
- Then dive in and talk through each section of this guide together!

As you go through the template, you can cross things out, add things in, and make this agreement work for both of you. When you're done, you should sign it and make sure that you both have a copy.

This agreement is not a substitute for a full work contract.

If you don't have a contract in place, you can download our sample contract form at membership.domesticworkers.org/coronavirus/work-safely/return-to-work-safely/sample-contract/ and fill it out together in addition to this agreement.

Make sure to stay up to date on [CDC guidance](#).

Be sure also that you are aware of the laws around domestic work in your state--including Domestic Worker Bills of Rights, and that you are in compliance with these laws. Because laws and regulations are different in every state, do not rely on this information without consulting an attorney about your employment rights in your particular state.

This agreement is between: _____ (name of Nanny)

And: _____ (name of Employer)

**This is an addendum to a standard contract.
It is in effect until 60 days after the COVID-19 declaration of emergency is lifted.**

We will take precautions to protect ourselves from exposure to the coronavirus.

We will:

- Practice social distancing at all times
- Stay home as much as possible
- Use face masks when in public or in contact with others outside of our households
- Practice frequent and thorough handwashing
- Not socialize in person with people outside of those in the immediate household.
- Do no long distance travel unless in case of emergency (and then quarantining for 14 days afterward)
- Take the same precautions laid out in this agreement in any other workplaces we are in.

Other precautions we will take include:

Prior to beginning / resuming our work relationship we will assess and communicate about risks.

- Over the past 14 days, has anyone in either household been in close contact with anyone who has tested positive for COVID-19?
- Over the past 14 days, has anyone in either household exhibited symptoms of COVID-19?
- Over the past 14 days, have we each taken the precautions listed above?

On a regular basis, we will assess risk and communicate directly.

We will monitor ourselves and others in our households on a regular basis, and will notify each other:

- If anyone in either household has a fever
- If anyone in either household coronavirus [symptoms including cough, shortness of breath and other symptoms listed by CDC.](#)
- If we have been unable to take the precautions listed above since the last shift.

We will do this every _____ (day/week/before each shift, etc.)

At these regular check-ins we will also tell each other:

If anyone in either of our households has a confirmed exposure to COVID-19 we will take immediate action.

We will:

- Suspend work and [quarantine for 14 days](#)
- The employer will provide paid time off during this two-week quarantine period
- Make use of COVID testing if it is available in our area

In addition, we will:

If anyone in either household develops symptoms or tests positive for COVID-19 we will take immediate action.

We will:

- Suspend work and [isolate, per CDC guidelines](#)
- Resume work, following CDC guidelines about when it is safe to do so.
- The employer will provide _____ (# of days) paid time off during this period.

In addition, we will:

We will make sure that the nanny is able to travel to and from work safely.

- Together, we determine that _____ is the mode of transportation that poses the lowest risk of exposure to COVID-19.
- The employer will provide a travel stipend of \$_____ to cover the cost of this travel.
- The employer will provide a letter that the worker can carry to show that she is on her way to or from work.

In addition, we will make sure that travel to and from work is safe by:

We will use a strict protocol each time we enter the workplace.

Everyone who enters the home will:

- Remove outerwear and shoes and leave them at the door
- Change clothes if we've been in close contact with others or on public transportation
- Use hand sanitizer that will be located in this place right by the door to the home: _____.
- Wash hands before touching any surfaces
- Disinfect groceries and other supplies before they are put away

Other steps we'll take when entering the workplace include:

We will work together to disinfect the workplace safely and thoroughly.

We will:

- Hang up a disinfecting schedule in this location: _____. We will all record the dates and times when we disinfect particular surfaces.
- Use [EPA-registered household disinfectants](#)--provided by the employer--on high touch surfaces
- Make sure everyone in the household follows safety precautions when using cleaning chemicals:
 - Use gloves (provided by the employer) to reduce exposure to harsh chemicals
 - Follow the instructions on product labels exactly.
 - Provide good ventilation when you use any surface cleaners, by opening windows or doors.
 - Never mix cleaning products together or use one product on top of another on the same surface.
 - Avoid spraying cleaning chemicals into the air or spraying to surfaces; spray into a wash cloth/wipe and then wipe the intended surface.

Specifically, the disinfectant we will use is: _____.

Instructions for using this specific product are: _____.

We will ensure good ventilation by opening these doors/windows during cleaning:

_____.

We will ensure that the work routine allows for social distancing and reduces risk of transmission of the virus.

We will use personal protective equipment provided by the employer.

- The employer will provide surgical or homemade face masks, and non-latex disposable gloves, such as nitrile gloves
- All adults will use face masks when in the same room as each other.
- We will all learn to use this equipment properly by _____.

We will confine the work to certain areas:

- The work will be done in _____.
- Rooms where the work will not be done include: _____.
- If parents are working from home, we will keep the nanny's and the parents' workplaces separate by _____.

We will ensure safe outdoor activities including:

- Not take the children to playgrounds.
- Make sure adults and older children wear face masks.
- Take the children on walks to these locations where social distancing is possible: _____.
- Supervise the children to do these activities outdoors: _____
- The employer will provide a bag of supplies for outdoor activities that includes hand sanitizer, masks, gloves, disinfectant wipes and _____.

We will reduce physical contact:

- Reduce direct physical contact between the nanny and the children, to the degree that this is possible. Specifically, we will limit: _____.
- Not bring children from other families together for play dates, except in the case of a nanny share--and only if both families have agreed to these same safety protocols.

We will disinfect toys safely:

- The nanny will place toys that have been played with in this location _____ to be sanitized by the employer at the end of the day.

The nanny will wear a mask and gloves when carrying out these specific tasks:

- _____ (Depending on the case, these might include preparing food, feeding, diapering/toileting, cleaning any other bodily fluids)

Safety modifications to any additional tasks include:

We will work together to support children’s emotional wellbeing.

- We will explain the coronavirus pandemic to the children in the following ways:
_____.
- We will support them to manage stress and anxiety by:
_____.
- The nanny will support children to connect with friends and family by using this video conferencing method: _____
- Our agreement around screen time during the pandemic is:

- The nanny will support children to access online learning/school activities by:

We will support each other to make use of health care and emergency resources in our area.

- The COVID-19 testing options in our area are: _____.
- Health care resources that the nanny can access include: _____.
- The employer will assist the nanny to access any other emergency resources such as _____.

The rate of pay will be higher than pre-COVID rates. We will ensure the nanny has access to paid time off and other benefits.

- The rate of pay will be \$_____ per hour.
- If the work is interrupted because someone in the employer’s household has symptoms or has tested positive for COVID-19, the employer will provide paid time off for the worker until a doctor advises that it is safe for her to return to work.

- If this work is interrupted because the nanny has symptoms or has tested positive for COVID-19, the employer will provide _____ (# of days) paid time off during this period.
- In addition, the employer will provide paid vacation time in the amount of _____. NDWA recommends 1 hour of paid vacation for every 26 hours worked. (For a worker who works a 40 hour week, this equals 10 days per year.)
- In addition, the employer will provide paid sick time in the amount of _____, NDWA recommends 1 hour of paid sick time for every 52 hours worked. (For a worker who works a 40-hour week, this equals 5 days per year.)
- We will find information on the worker's rights regarding paid sick time, paid leave, and other workplace rights and benefits through _____.

We will support each other to manage the stress and anxiety of this time.

We will do this through:

- Direct, clear, honest and frequent communication.
- Openly sharing concerns and working together to find solutions.
- Not extending work hours in a way that could result in exhaustion.
- Not putting pressure on each other for the work to go on in the case that anyone is sick.
- Committing to help each other out with things like finding new work or applying for benefits in the case that this work agreement comes to an end.

Additional commitments to each other include:

Signed and dated

Employer:

Employee: