

U.S. DEPARTMENT OF LABOR

Employment Sample Agreement for Nannies

Domestic workers across the United States are doing critical work to ensure that our economy functions and our families and communities thrive. Yet while care for households, children, people with disabilities, and older adults is invaluable, domestic workers—who are disproportionately women, immigrant women and, depending on the job, disproportionately women of color—too often work in precarious conditions without formalized employment arrangements. Families employing domestic workers may have little experience as employers and may not understand their legal responsibilities, their employees' rights, and best practices for maintaining a high-quality, healthy and safe employment environment.

In April 2023, President Biden issued the [Executive Order](#) on Increasing Access to High-Quality Care and Supporting Caregivers, which directed federal agencies to undertake the most comprehensive set of executive actions ever issued to improve care for families while supporting care workers and family caregivers. The Executive Order called on the Secretary of Labor to develop compliance assistance and best practices for domestic care workers and their employers to promote fair workplaces and ensure the parties know their rights and responsibilities.

To support this effort, the U.S. Department of Labor developed sample employment agreements, for illustrative purposes, for household employers and cleaners, home care workers, and nannies. These sample agreements are a tool that both household employers and domestic workers can choose to use as a helpful starting point to facilitate an open discussion about and create a shared understanding of the terms of employment. These sample agreements may help household employers and workers develop their own employment agreements together, thereby reducing potential future misunderstanding or conflict and strengthening the employment relationship and trust.

The use of these sample agreements is not required by law. The provisions in the sample agreements do not necessarily represent legal obligations, but instead reflect topics that employers and employees may voluntarily choose to address. *The sample agreements do not constitute legal advice by the U.S. Department of Labor and do not reflect the full range of laws that may apply in every situation, including local and state laws that may provide additional protections and requirements. Employers should review local, state, and federal laws to ensure they are in compliance with the law that provides the most protections for employees and should include additional legal requirements as necessary in their own agreements. Parties remain independently responsible for complying with applicable law.*

Numerous laws establish rights and protections that cannot be waived or abridged by private contracts. Use of an employment agreement should not be construed to waive the rights or protections of an employee under applicable federal, state, or local law. The agreement may provide rights or protections to the relevant party that are separate from federal, state, or local law. This publication is for general information to provide a voluntary resource for employers and employees and is not considered in the same light as official statements of position. The contents of this sample agreement do not have the force and effect of law and are not meant to bind the public in any way.

Employment Sample Agreement for Nannies

I. Basic Information

This written agreement lays out the agreed-upon terms of employment and nanny services between _____ (“Employer”) and _____ (“Employee”).

1. Employer name: _____
 - a. Employer contact information: _____
 - b. Emergency contact: _____
2. Employee name: _____
 - a. Employee contact information: _____
 - b. Emergency contact: _____
3. Individual(s) receiving nanny services:

Full Name	Age	Emergency Contact	Additional information about individual receiving nanny services

4. The place of work is located at (address):

5. The start date of employment is _____.
6. The length of employment (check one):
 - Option 1:* The length of employment is until either party ends the agreement.
 - Option 2:* The employment relationship between the parties will end on _____ (“Termination Date”).
7. This arrangement is a “nanny share” when multiple families employ one nanny:
 - Option 1:* Yes, this arrangement includes multiple families and multiple Employers. Employers and Employee will add additional information to clarify the terms of this arrangement and all applicable Employers will sign at the end of the agreement.
 - Option 2:* No, this arrangement includes only one family employing one nanny.

II. Job Responsibilities

1. The Employee agrees to perform the following duties (check all that apply):

Childcare

- Assist with bathing
- Assist with dressing
- Assist with toileting
- Provide emotional support
- Facilitate naps
- Research, plan, and participate in enrichment activities, including: _____

- Care for a sick child and administer medicine, as needed.
- Organize or supervise a child's daily activities, including (e.g., games, walks, play dates, playground outings, homework, reading to the child):

- Other tasks, including: _____

Transportation

- Provide transportation to and from: _____
- Other tasks, including: _____

Household Support Tasks Related to Childcare

- Plan meals for child(ren)
- Prepare meals for child(ren)
- Shop for groceries for child(ren)'s meals, including:

- Child(ren)'s laundry, including: _____
- Light cleaning, including: _____
- Other tasks, including: _____

2. Employer and Employee understand that the Employee may complete additional tasks as a part of their employment, that all time spent working must be compensated, and that the above list of job responsibilities is not exhaustive.

III. Pay and Benefits

1. Employer agrees that Employee shall be paid at the following rates:
- a. Hourly rate of pay per hour for non-overtime hours (must be at least the highest applicable local, state, or federal minimum wage): \$ _____

- b. Overtime rate of pay per hour for every hour (or fraction of every hour) worked over 40 hours per week (at least 1.5x their hourly rate of pay) which must be paid unless the employee is exempt under the Fair Labor Standards Act:
\$ _____
2. Employer agrees that the regular day(s) of payment and the means of payment to Employee shall be as follows:
- a. Payment by (check one):
- Cash
 - Check
 - Direct deposit
 - Other form of payment: _____
- b. The frequency of payment shall be (check one):
- Weekly on _____ (day of week)
 - Bi-weekly on _____ (day of week) every two weeks
 - Semi-monthly on _____ (date) and _____ (date) each month
 - Other: _____
3. Employer shall provide the following additional benefit(s) to Employee (check all that apply):
- Health insurance
 - Dental insurance
 - Reimbursement for health insurance premiums
 - Retirement plan contributions
 - Transportation allowance
 - Additional benefits:

4. A pay statement will be provided to Employee on days of payment and will include the following information (check all that apply):
- Name and address of the Employer
 - Dates of the pay period for which Employee is paid
 - Total hours worked
 - Gross wages earned (i.e., amount Employee earns prior to deductions and taxes)
 - All deductions and withholdings
 - Net wages earned (i.e., amount Employee receives after deductions and taxes)
 - Other:

IV. Taxes and Paycheck Deductions

1. The Employer will pay and withhold the legally required local, state, and federal taxes, including Social Security and Medicare taxes, and all other legally required deductions.
2. At the Employee’s direction, the Employer will withhold _____ (amount or percentage) as the Employee’s income tax withholdings.
3. Any additional deductions from Employee’s wages must be mutually agreed upon and consistent with applicable federal, state, and local laws, including section 3(m) of the Fair Labor Standards Act which governs food, beverage, and lodging deductions. The following deductions per _____ (pay period/month) shall be made:
 - a. Amount for health insurance, if applicable: \$ _____
 - b. Amount for food and beverages, if applicable: \$ _____
 - c. Amount for accommodations/lodging, if applicable: \$ _____
 - d. Amount for other deductions, if applicable: \$ _____

V. Schedule and Work Hours

1. Employer shall record all hours worked by the Employee, or the Employee shall record all hours worked and report them to the Employer (check one). Employer will keep all records in accordance with applicable law, including the Fair Labor Standards Act.
2. Employee’s work schedule will be recorded below. If the Employee works any additional amount in a particular workweek, that time will all be compensated at the appropriate rate.

Day	Start Time	End Time	# of Daily Hours
Sunday	_____ AM/PM	_____ AM/PM	_____
Monday	_____ AM/PM	_____ AM/PM	_____
Tuesday	_____ AM/PM	_____ AM/PM	_____
Wednesday	_____ AM/PM	_____ AM/PM	_____
Thursday	_____ AM/PM	_____ AM/PM	_____
Friday	_____ AM/PM	_____ AM/PM	_____
Saturday	_____ AM/PM	_____ AM/PM	_____
Total Hours Worked Per Week:			_____

3. If the Employee is expected to be “on call” for any hours during the week where they must be immediately available or on-site, then the Employer agrees to pay the Employee the appropriate rate (hourly rate or overtime pay) for those “on call” hours. If Employee is expected to be “on call” on a regular basis, Employer will discuss this expectation with the Employee and incorporate into this agreement.
4. Employee shall have the following regular workday meal and rest breaks; Employer acknowledges that short breaks (20 minutes or less) and longer breaks where the Employee is not completely relieved from duty generally must be paid:

Break Type (Meal/Rest/Other)	Duration (min)	Frequency (per day)	Paid
(Specify the type of break)	(Specify the duration by minutes)	(Specify the number of times per day)	(Specify “Yes” or “No”)

5. As a part of the Employee’s workday, Employer and Employee will meet together on _____ (day of the week) for _____ (duration) to communicate about what is going well and to address any issues or conflicts that have arisen. Employer will encourage Employee to raise concerns regarding any workplace or work-related hazards, unsafe conditions, and any illnesses or injuries.
6. Employer agrees to provide Employee with reasonable break time to express breast milk for their nursing child for one year after the child’s birth each time the Employee has need to express milk, if needed. Additionally, the Employer agrees to provide a space to pump that is free from intrusion and surveillance technology, shielded from view, and not a bathroom.

VI. Cancellations, Schedule Changes, and Emergencies

1. If the Employer requests a schedule change or cancellation:
 - a. The Employer must provide the Employee notice of a schedule change or cancellation at least _____ (time period) prior to the scheduled work.
 - b. If notice of a schedule change or cancellation is within _____ (time period) of scheduled work, then the Employer will (e.g., pay the worker in full for the time they would have worked):

2. The Employer and Employee agree on the following processes for emergencies when the Employee is not able to come in (i.e., severe weather):

VII. Living Arrangement

1. The Employee and Employer agree that (check one option below):
- Option 1: Employee will live in the Employer’s home, residing on the premises permanently or for extended periods of time (“Live-In”).*
 - *Note: If “Option 1” is selected, good practices and legal requirements regarding Live-In Employees are included on the DOL “Sample Agreements” website.*
 - Option 2: Employee will not live in the Employer’s home.*

VIII. Leave Benefits

1. Employer and Employee agree on the following policies regarding leave benefits, in addition to compliance with any applicable federal, state, or local law regarding leave benefits:

Type of Leave	Policy Description
<p>Sick Leave (e.g., Employee or their child is sick or has a medical appointment)</p>	<p>Compensation (check one): <input type="checkbox"/> Paid or <input type="checkbox"/> Unpaid</p> <p>How Leave is Earned:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Employee will earn ____ hour(s) of sick leave for every ____ hour(s) of work, up to ____ days per calendar year. <input type="checkbox"/> Employee will start every year with _____ hours of sick leave that they may use throughout the year. <p>What the leave can be used for: _____</p> <p>Employee agrees to give Employer reasonable notice of intent to use sick leave, when possible.</p> <p>If unused, _____ hours of sick leave can be carried over to the next year.</p>
<p>Vacation Time (e.g., Employee’s time off for leisure)</p>	<p>Compensation (check one): <input type="checkbox"/> Paid or <input type="checkbox"/> Unpaid</p> <p>How Leave is Earned:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Employee will earn ____ hour(s) of vacation leave for every ____ hour(s) of work, up to ____ days per calendar year. <input type="checkbox"/> Employee will start every year with _____ hours of vacation leave that they may use throughout the year. <p>Employee must notify Employer of intent to use vacation time within ____ days prior to taking leave.</p> <p>If unused, _____ hours of vacation leave can be carried over to the next year.</p>

	Upon termination, _____ hours of unused paid vacation leave will be paid to the Employee at a rate of \$_____ per hour.
Caregiving and Medical Leave (e.g., Employee gives birth, needs to recover from surgery, or their spouse has a serious medical condition)	Compensation (check one): <input type="checkbox"/> Paid or <input type="checkbox"/> Unpaid How Leave is Earned: <input type="checkbox"/> Employee will earn _____ hour(s) of caregiving and medical leave for every _____ hour(s) of work, up to _____ days per calendar year. <input type="checkbox"/> Employee will start every year with _____ hours of caregiving and medical leave that they use throughout the year. What the leave can be used for: _____ Amount of time required to give notice: _____ <i>Employer agrees to comply with applicable federal, state, or local law regarding paid or unpaid family and medical leave, including the federal Family and Medical Leave Act.</i>
Safe Leave (e.g., Employee needs time off to address intimate partner violence)	Employer will provide safe leave to the Employee due to situations that may arise related to gender-based violence, for up to a maximum of ___ days per year. This leave will be <input type="checkbox"/> Paid or <input type="checkbox"/> Unpaid
Bereavement Leave (e.g., Employee needs leave to handle matters related to a death and to grieve)	Employer will provide bereavement leave to the Employee in the event of a death in the Employee's family, for up to a maximum of _____ days per year. This leave will be <input type="checkbox"/> Paid or <input type="checkbox"/> Unpaid
Other: _____ _____	Compensation ("Paid" or "Unpaid"): Amount of Leave: What the leave can be used for: Amount of time required to give notice:

2. Employer will provide the following holidays, which will be Paid or Unpaid:

3. For any above holidays that the Employee agrees to work, Employer will provide to the Employee (e.g., premium pay, additional vacation leave, etc.):

IX. Workplace Health and Safety

1. Expectations around COVID-19 and other infectious diseases protocols, including vaccinations, include:

2. Employer will obtain, as required by applicable law, workers' compensation insurance or the equivalent (e.g., through self-insurance or homeowner's insurance) to cover wage-loss and medical benefits, as appropriate in the event that the Employee is injured or sickened on the job (check one): Yes (Details of insurance: _____) or No
3. If applicable to the type of work to be performed (described in Part II), Employer and Employee should identify risk factors that commonly contribute to work-related injuries (e.g., use of chemicals, lifting, bending, repetitive motion, slips, trips, and falls), and take steps to properly mitigate these risks.
4. If applicable, assess whether there is potential risk for violence for the worker from anyone in the home or neighborhood, and if applicable, develop a plan to mitigate this risk.

X. Disability Accommodations

1. If applicable, Employer agrees to the following accommodations for the Employee due to a temporary or permanent disability:

XI. Supplies, Tools, and Personal Protective Equipment

1. Employer and Employee agree that supplies, tools, and appropriate personal protective equipment (e.g., goggles, gloves, masks) for tasks that fall within the Employee's responsibilities described in Part II shall be obtained as follows (check one option below):
 - Option 1:* Employer shall provide (and replace as appropriate) all necessary supplies, tools, and properly fitting personal protective equipment at the Employer's expense.

- Option 2:* If the Employee pays for any supplies, tools, and appropriate protective equipment, then (check one):
 - Employer shall give the Employee access to cash or funds for approved purchases or emergencies.
 - Employee should keep and submit all receipts, and the Employer shall reimburse them within _____ days.

XII. Workplace Dignity and Respect

1. Employer and Employee understand and agree to treat each other with respect and dignity in all interactions and forms of communication. They also understand and agree that discrimination, violence and harassment, including gender-based violence and harassment, is prohibited. This prohibition applies to all members of the household and guests and includes but is not limited to lewd or sexual comments about appearance, body, or clothes; pornographic or sexually explicit images; unwelcome or inappropriate touching; sexual harassment, sexual assault, up to and including rape; threatening to terminate employment or reduce pay if Employee refuses sexual advances; and making sexist or derogatory comments based on gender. The Employee has the right to leave employment if discriminated against, abused, harassed, or subject to violence.
2. Employer shall not retain Employee’s original documents or personal effects (e.g., passport, social security card, work visa, etc.).
3. Employer understands that it is illegal to retaliate against Employee for asserting their rights under the Fair Labor Standards Act. Other laws may offer further protections against retaliation. Employer also agrees not to retaliate against Employee for raising concerns about possible violations of the terms of this contract.
4. The Employer understands that the Employee is protected against discrimination and other unfair employment practices under local, state, and federal labor and employment laws regardless of race, sex, age, national origin, immigration status or other protected class as defined by law.

XIII. Termination or Severance of Employment

1. If either the Employer or Employee chooses to terminate the working arrangement, the terminating party will provide at least _____ week(s) notice.
2. If the Employee is asked to leave before the end of the _____ week(s) notice period, the employee will be paid for that time, unless the Employee is terminated for a reason listed below.
3. If the Employer decides to terminate the Employee, the Employer will provide _____ week(s) of severance pay to the Employee based on the number of years the Employee worked for the Employer (e.g., one week of severance pay for each year of service).
4. The Employer and Employee shall discuss situations that would be grounds for immediate termination without notice and list them here:

Agreement Signatures

The Employer(s) and Employee have signed below to indicate that they understand and agree with the terms of the agreement above. (If there is more than one Employer, each Employer and the Employee should sign the agreement below.)

Employer(s)

Signed name: _____

Printed name: _____

Date: _____

Employee

Signed name: _____

Printed name: _____

Date: _____

Additional Information for Household Employers and Nannies

Domestic work and the Fair Labor Standards Act:

The Department of Labor's Wage and Hour Division (WHD) enforces federal labor standards, including the federal minimum wage, overtime pay, recordkeeping, protections to pump breast milk at work, and child labor requirements of the Fair Labor Standards Act (FLSA). Workers employed in domestic service in private homes are covered by the FLSA. WHD has multiple resources for employees and employers, including fact sheets and frequently asked questions.

Resources for household employers who employ nannies:

The WHD has numerous resources for individuals, families, and households who use nanny services to help them comply with their responsibilities under the FLSA. For links to resources about the FLSA, please visit the FLSA Compliance Toolkit at <https://www.dol.gov/agencies/whd/compliance-assistance/toolkits/flsa>.

Depending on facts and circumstances, the provision of additional benefits under this written employment agreement may result in the establishment by the employer of one or more employee benefit plans (retirement plans, group health plans, and other welfare benefit plans) covered by the Employee Retirement Income Security Act of 1974 (ERISA). Employers can learn more about ERISA's requirements for the administration and operation of employee benefit plans, including reporting, disclosure, benefit claims procedure, fiduciary, and health benefit obligations, by visiting <https://www.dol.gov/agencies/ebsa/employers-and-advisers/small-business> or calling 1-866-487-2365.

For additional employment compliance assistance resources for employers, please visit www.employer.gov.

Resources for nannies:

WHD has resources for nannies to help them determine the wages they are entitled to under the FLSA. Those resources can be found at: <https://www.dol.gov/agencies/whd/flsa>.

For additional information about workplace rights and resources for workers, please visit www.worker.gov.



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