CHILD CARE CONTRACT

This Child Care Contract (this "Agreement") is made on _____, 20____.

Family (parents or guardians): _____ and _____, address _____.

Caregiver: _____, address _____.

Type of care (check one): [ ] babysitter (occasional care); [ ] nanny in the Family's home; [ ] live-in nanny; [ ] home daycare provider; [ ] au pair or mother's helper.

1. THE CHILDREN

First name, age, and allergies, health or care notes for each child: 1. _____; 2. _____; 3. _____; 4. _____; 5. _____.

The Family will tell the Caregiver in writing about any change in a child's health, allergies, medicines or care needs.

2. SCHEDULE AND PAY

Start date: _____. Days and hours of care: _____, a regular workweek of _____ hours (babysitters: care only on bookings both sides accept, with no minimum hours).

Pay: $_____ [ ] per hour [ ] per day [ ] per week, never less than any minimum wage that applies. Overtime: one and one-half times the regular rate for hours over _____ in a workweek (live-in nannies: [ ] same; [ ] regular rate for all hours, except where state or local law requires overtime).

Payday: [ ] end of each booking [ ] weekly [ ] every two weeks [ ] monthly, paid by [ ] cash with a receipt [ ] check [ ] direct deposit or app [ ] payroll service. [ ] Guaranteed pay for the full regular schedule, even when the Family travels or cancels care. Room and board (live-in or au pair): _____.

The Family will repay approved expenses for the children within one week after receiving a receipt.

3. WORKING RELATIONSHIP

Nanny, live-in nanny, au pair or helper: the Caregiver is the Family's household employee. The Family will withhold and pay the Social Security and Medicare taxes the law requires, pay any unemployment tax it owes and give a Form W-2 when required. [ ] At the Caregiver's request, the Family will also withhold federal income tax based on the Caregiver's Form W-4.

Home daycare: the Caregiver runs an independent child care business and is not the Family's employee. [ ] License or registration number _____; [ ] exempt from licensing because _____. This Agreement does not replace any license the law requires.

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4. TIME OFF, CLOSURES AND ABSENCES

Paid vacation days a year: _____. Paid sick days a year: _____. Paid holidays: [ ] New Year's Day [ ] Memorial Day [ ] Independence Day [ ] Labor Day [ ] Thanksgiving Day [ ] Christmas Day. Where state or local law gives more leave, the law controls.

Home daycare closure days: _____. Fees for days a child is absent: [ ] still due [ ] not due if the Family cancels before care starts. Late pickup fee: $_____ for each 15 minutes.

5. DUTIES AND HOUSE RULES

Safe supervision of the children always comes first. Other duties (check all that apply): [ ] meals and snacks [ ] homework and reading [ ] driving to school and activities [ ] light housekeeping for the children [ ] children's laundry [ ] baths and bedtime [ ] play, outings and activities. Other: _____.

Driving (only if checked above): [ ] Family's car [ ] Caregiver's own car, mileage repaid at $_____ per mile. The Caregiver will hold a valid license, use the car seat or booster the law requires, never leave a child alone in a vehicle and not use a phone while driving except hands-free.

Discipline: [ ] positive guidance [ ] the Family's written approach: _____.
No hitting, spanking, shaking, shaming, threats or withholding food. Screen time: [ ] none [ ] limited to _____ [ ] the Family's written rules. No smoking, vaping, alcohol or impairing drugs while on duty.

6. HEALTH, EMERGENCIES AND PRIVACY

Emergency contacts besides the parents: _____. Children's doctor: _____. [ ] The Family authorizes the Caregiver to obtain emergency medical treatment for a child when the Family cannot be reached in time. [ ] The Caregiver may give medicine only as the Family instructs in writing.

The Caregiver will report any injury or incident the same day and keep the Family's information private, except to keep a child safe or as the law requires. Photos: [ ] only to share with the Family [ ] posting allowed with the Family's approval of each post [ ] none. [ ] The Caregiver agrees to a reference and background check.

7. ENDING THIS AGREEMENT

Trial period: _____ weeks, during which either party may end this Agreement at the end of the next scheduled day of care. After that, either party may end it with _____ days' written notice, or at once for endangering a child, abuse or neglect, impairment on duty, a crime of violence or dishonesty, or a serious breach. A live-in nanny will move out within _____ days.

All wages or fees owed will be paid by the next regular payday or any earlier date the law requires, and each party will return the other's keys and property.

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8. GENERAL TERMS

The laws of the State of _____ govern this Agreement. Nothing in it takes away a right either party has under employment, tax, child care or child safety law. This is the complete agreement, it can be changed only in a signed writing, and if any part is unenforceable the rest stays in effect. It may be signed in counterparts and electronically.

Additional terms: _____

SIGNATURES

Parent or Guardian

Signature: _____ Date: _____

Printed Name: _____

Parent or Guardian

Signature: _____ Date: _____

Printed Name: _____

Caregiver

Signature: _____ Date: _____

Printed Name: _____

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