

BANANAS HANDOUT

Sample Agreement For Parents And In-Home Caregivers

There are several reasons why an agreement helps both the parent and the in-home caregiver. Agreements assure that both parties know what to expect from each other. Agreements can also prevent problems because responsibilities are discussed and clarified before the child care worker begins working – not when issues arise later. It is usually safer and clearer if you have a written agreement rather than an oral one.

To keep things simple but clear, the agreement should contain each of the following items:

1. The name of the parent who is hiring the worker and the name of the employee.
2. Time and place of employment (the date the employment begins; length of time of employment – including a probationary period if applicable – and the address where the employment will take place).
3. Compensation (for example: \$10/hour) and payment schedule (whether the worker will be paid weekly, bi-weekly or monthly).
4. Duties of the child care worker. (This section should list the major responsibilities of the employee. Be concise but specific. If the parent wants the employee to do light housekeeping, that should be part of the agreement.)
5. Optional employee benefits (such as one or two weeks of paid vacation and/or one paid sick day a month) should be spelled out completely.
6. A statement of how a termination notice will be given by either the parent or the worker.

If you have an agreement in writing, *you should change it in writing*. For example, if the hours of care change or the number of children increases after the original agreement is signed, you should write an amended agreement including those changes. It should be signed by both the parent and the worker and attached to the original agreement.

There are several things you should know about such an agreement. *First*, both parties – the parent and the worker – must comply with the agreement for it to be effective. Employers can't expect workers to perform to the letter of an agreement unless they are keeping up their end of the bargain, e.g. paying at the agreed-upon rate. *Second*, an employee does have the right to refuse to perform duties that are substantially different from those agreed upon. For example, if a parent hired someone to care for his or her children, the employee cannot be expected to also clean the house and cook dinner unless that was spelled out in the agreement. *Third*, if a worker is fired, the employer must pay all wages earned and unpaid immediately upon firing the employee (Cal. Labor Code, Sections 201 & 202).

The agreement shown on the reverse side of this page is only a sample. It includes the basics but employers may want to state some other responsibilities or considerations important to them, such as asking the worker not to smoke around the children. Remember, however, to keep the agreement as simple as possible. (BANANAS also has a Spanish-language version of this Handout.)

If two parents share an in-home caregiver, we recommend that each parent sign a separate agreement with the worker. This is because each family reports to the Federal government only those wages it pays the worker as an individual family. Obviously there should be some group discussion so the separate contracts are consistent in areas such as the duties of the worker.

BANANAS has several other useful Handouts on in-home caregivers: *"Where And How To Look For A Caregiver To Work In Your Own Home"* gives tips for the hiring search. *"Financial Facts About Caregivers Who Work in Your Home"* outlines the fiscal responsibilities as an employer of a domestic employee. *"Your Rights and Responsibilities as an Employer of an In-Home Caregiver"* spells out how to maintain a good working relationship with the caregiver. Likewise, *"Your Rights and Responsibilities as an In-Home Caregiver Employee"* offers advice for caregivers on the same topic. **Handouts are available at our office, by mail or by downloading from our website, www.bananasinc.org.**

Sample Agreement

On _____, 20____, an agreement is made between _____
(employer's full name)

and _____, social security no. of employee _____.
(employee's full name)

1. Employment shall begin on _____, 20____ and shall last _____
(Specify length of time – six months,
_____.
(until June 30, 2002, etc.)

2. The care will be given at: _____.
(address of the employer's house)

3. The hours of care will be: Mon: _____ Tues: _____ Wed: _____
Thurs: _____ Fri: _____ Sat: _____ Sun: _____
(Write in exact hours for each day that care is to be given.)

4. The Employee's major responsibilities shall be: _____

5. The Employer agrees to pay the Employee: \$ _____ per _____
payable on: _____
(Specify time – every Friday, the 1st & 15th of the month, etc.)

6. The Employer agrees to offer the Employee the following benefits: _____

(Specify any additional benefits such as one or two weeks paid vacation per year and/or one paid sick day per month.)

7. The Employer and the Employee agree that there shall be a probationary employment period of _____.
(Specify length of time)

During this period either party can terminate the agreement by giving _____ days' notice.

8. After the probationary period, either party can terminate the agreement by giving _____ weeks' notice.
(Specify time; usually a longer time frame than during the probationary period)

(Employer's Signature)

(Employee's Signature)

(One copy of this agreement should be given to the Employee and one copy should be retained by the Employer. BANANAS also has a Spanish-language version of this contract, which corresponds to the English Handout.)