

— The —
Nanny Tax
— Company —

Work Agreement

This agreement, dated _____, between _____ and _____, outlines the understanding between them regarding the care of _____ and other matters. _____, and _____ agree as follows:

- Hours.** _____'s work hours are _____ a.m. to _____ p.m., Monday through Friday. Because _____ must take a train to work at a particular time, it is important for _____ to arrive at work on time.

_____ will make every effort to make sure that _____ does not have to work past _____ p.m. _____ understands, however, that sometimes _____ may not be able to get home by p.m. On the condition that _____ do everything they can to keep these times to a minimum, _____ agrees she will work past _____ p.m. if her schedule permits. _____ will notify as soon as possible if they expect that they will not be home by _____ p.m., and they will pay her \$ _____ per hour for any time she works beyond her normal _____ a.m. to _____ p.m. Schedule.
- Net Wages.** _____ will earn net wages of \$ _____ per week. She will be paid once every week, on _____ night, with a \$ _____ check. _____ agree to pay _____ every week, even if she has not worked at the request of _____, or because of vacation, sick or personal days. After one year, _____ will receive an increase in salary to be negotiated at that time.
- Social Security and Medicare.** _____ will pay _____'s Social Security and Medicare payments on _____'s behalf as required by law.
- Taxes.** _____ will pay estimated federal and state income taxes to the government on _____'s behalf, based on her net wages of \$ _____ per week, and assuming that she would file her tax return individually while claiming one exemption.

_____ 's gross wages will be the sum of: (a) her net wages per week,; (b) the Social Security and Medicare payments made on _____'s behalf; (c) the estimated federal and state income taxes paid on _____'s behalf. At the end of the year, _____ will report to the government the gross wages reported and taxes paid. It will be _____'s responsibility to file her federal and state income tax returns based on the gross wages that _____ report to the government.

Depending on a number of factors unknown to _____ (for example, _____'s total household income, deductions, etc.), there may be some discrepancy between the amount of estimated taxes paid by _____ on _____'s behalf and the amount owed based on her individual circumstances. In that event, any additional taxes owed to the government based on _____'s individual circumstances will be _____'s responsibility. Likewise, any tax refund obtained from the government based on _____'s individual circumstances will be _____'s to keep and _____ will have no right to this refund.

- Vacation.** _____ will have two weeks (10 days) paid vacation each year. If she wishes, _____ may take her two week vacation all at one time. However, _____ will use her best efforts to coordinate this vacation when _____ take vacation. Likewise, _____ promise to consult with _____ before making any vacation plans.

6. **Holidays.** _____ may also take one day vacation on the following ten (10) additional holidays:
New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day.
7. **Sick Days and Personal Days.** _____ may take sick or personal days without losing pay, for situations involving her own illness or due to family emergencies. _____ promises to notify _____ as soon as possible if she thinks she may not be able to work due to illness or family emergency. Rather than specify a maximum number of sick days or personal days that _____ may receive, _____ simply ask _____ to use her best judgement in this regard and not abuse the privilege.
8. **Medical Benefits.** _____ is responsible for her own health insurance and medical bills.
9. **Transportation.** _____ will use her own car to travel to and from work and for any activities or errands that _____ agrees to do that require the use of a car.
10. **Child Care.** At all times, the priority is _____. _____ will directly supervise _____. _____ will dress _____ as necessary, and change his diapers as necessary. _____ will keep _____'s room clean and tidy. _____ hope and expect _____ to speak both English and Spanish to _____ as she feels comfortable.
11. **Babysitting.** From time to time, _____ may ask _____ to babysit, but only if her schedule permits. If _____ ask _____ to babysit, and _____ agrees, _____ will pay _____ an hourly wage of \$_____. .
12. **Kitchen and Meals.** _____ will prepare meals for _____ during the day. _____ Will provide everything she needs for this purpose. _____ also may use the kitchen to prepare food for herself as she pleases. _____ is not expected to prepare meals for _____. Occasionally, however, _____ may ask _____ to put something in the oven, so it will be ready when _____ get home from work.
13. **Activities.** _____ will make every effort when _____ is awake to interact with him/her. _____ encourage _____ to read to _____. When weather permits, _____ will take _____ for a walk at least once per day. As _____ gets older, there may be times when _____ ask _____ to take to activities in town during the day. Such as activities connected to the church, the library or the park district.
14. **Journal.** To the extent that time permits, _____ would appreciate _____ to record briefly _____'s basic activities during the day in a journal. _____ hope to use this journal not only to monitor how much _____ is sleeping and eating during the day (so _____ know how much sleeping and eating _____ should do during the night), but also to ask _____ about things he did during the day.
15. **Household Chores.** _____ expect that _____ will not only be a caregiver for _____, but also will help _____ spend more time with _____ when they are not working. Therefore, as time permits, _____ expect that _____ will help out by doing the following household chores: (a) washing and folding laundry for all members of the family; (b) cleaning up after meals with _____; (c) dusting; and (d) watering household plants. _____ Promise not to abuse _____'s willingness to help out, and will not consider _____ a substitute for a maid. _____ Also understand that, from time to time, _____ may not have time to perform these tasks because the attention demanded by _____. Again, at all times, the priority is _____ .
16. **Errands.** _____ understands that, from time to time, _____ may ask _____ to run an errand during the work day, or to take _____ somewhere. For example, _____ may ask _____ to pick up their dry cleaning, or to do some grocery shopping.

17. **Personal Visitors.** _____ do not mind if, from time to time _____ has personal visitors during the work day, so long as this does not become a regular practice and _____ does not abuse the privilege.
18. **Telephone.** To the extent that she can, _____ will answer the telephone during the day, but will not tell any unknown person that we are away from home or when she expects us to return. _____ is free to use the telephone for personal calls during the day with the understanding that she will not abuse this privilege.
19. **Television.** At this time, _____ do not wish _____ to watch television. If _____ is asleep, and _____ feels are no other tasks to attend to, she may watch television, with the understanding that she will not abuse this privilege.
20. **Communication.** _____ and _____ agree to communicate as soon as possible with each other regarding any concerns or issues that any of them may have with any aspect of their relationship. Through constant and clear communication, we look forward to a mutually beneficial and happy working relationship.
21. We have read and understand this agreement.

(employer name)

(employer name)

(employee name)