

RECOMMENDED PRACTICES for Hiring a Nanny

the Nanny Employer Handbook Recommended Practices for Hiring a Nanny

INTERNATIONAL NANNY ASSOCIATION

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WELCOME 2/2

Choosing a nanny is a major decision. You are entrusting a near-stranger with the daily care of your children, and are inviting her into your home. These simple facts underscore how essential it is that a family takes every necessary step to match its needs with the right caregiver. In addition, it is important to understand the more technical aspects of hiring a nanny, like establishing a fair wage, recognizing tax and payroll obligations, developing a work agreement, and knowing what to do when problems arise. Being prepared at the outset protects you as well as your nanny.

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GETTING STARTED



Each family has different needs when it comes to a nanny. Some are comfortable hiring a less experienced nanny whose enthusiasm for her new job is contagious, while others prefer to hire someone with deep experience that matches their family situation. Some are looking for someone to live in the home and cook and clean, while others have less intensive needs. In addition, needs differ based on the age of your children and whether any of your children have special needs. Personal preference also plays a role.

In two-parent households, it is important that parents collaborate and agree on the variables they see as most important by making a list of what they want in terms of characteristics, level of experience, and the range of duties the nanny will take on. It is helpful to have a list of nanny requirements in writing before the interview process begins, as well as an established budget to keep things on track during salary negotiations.

CHOOSE YOUR RECRUITING TOOL

As you know, there are a number of resources for finding a nanny. Scanning newspaper ads, asking local networks via word of mouth, and hiring a nanny agency remain the primary choices families make as they begin the nanny search. Nanny agencies may charge fees of \$1500 to \$5000 or more while fees for online services are lower. Note that online services provide limited nanny screening and do not meet candidates in person. There is always a trade-off in time and energy when exploring local nanny talent, conducting adequate screening, and matching nanny capabilities and job preferences with family needs.

See our chapter on selecting a quality nanny agency, or investigate nanny agencies in your area in the INA Business Member Directory.



Make a list of the characteristics, level of experience, salary range and duties that matter most to you.

Choose your recruiting tool wisely, weighing time and energy against cost. Reflecting on your personal and family needs before you begin will set you up for success in the nanny search.

Conducting a good interview is key to finding the right nanny for your family.

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THE **INTERVIEW**

Considering the level of importance, nanny interviews are best conducted in person. But advanced communication is becoming more and more popular as nannies are being hired from around the world; video chat is perfectly acceptable for an interview.

Be sure to ask open questions – you want a longer, more thought-out answer, instead of just a one-word response. Keep these tips in mind:

- Find out how the nanny would respond to a certain situation. This allows you to get a more concrete idea of how the candidate will care for children
- Ask about scenarios, rather than general questions. For example: "What would you do if my 3 year old disobeyed your request?" This will give you an idea of a nanny's perspective on discipline
- Formulate questions to reveal information about key qualities, such as dependability, initiative, and problem solving
- Ask all of the candidates the same questions
- Find out how familiar the nanny is with children of similar ages to your own
- Disclose and discuss any special medical, developmental, or emotional needs your kids have

In the end, you'll evaluate the results of the interview using both an objective analysis of how the candidate performed, and your own intuition as to whether the candidate is a good fit.

BACKGROUND CHECKS

Before you extend an offer to a nanny, it's time to check her references and perform a background check. You'll want to contact at least two references who aren't related to the nanny.

A prospective employer is required to obtain permission to perform a professional background check, along with key identifying information. You can expect to pay \$50-\$200 for a full criminal background check. See the INA Business Member Directory for background investigation services. You can purchase a professional background check in as little as two days.

The Takeaway

An interview is a balance between gathering information, assessing personal chemistry and checking background data.

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THE WORK Agreement

Once you've chosen your nanny, it is advisable to create, present and agree to a specific work agreement that outlines the terms of employment. The work agreement needs to be written and signed before your nanny actually starts the job. A work agreement is the key to protecting yourself, protecting your nanny, and providing clear expectations of the nanny's rights and responsibilities. Be sure that your agreement includes:

- Basic information like the date, your name, the nanny's name, and the child's or children's names
- Work hours
- Rate of compensation
- · When paychecks will be issued
- Requirement to obtain first aid and CPR training by a certain date
- Childcare responsibilities
- Housekeeping responsibilities
- · How issues like tardiness will be handled
- Expectations about logging activities and meeting time between parent and nanny
- Who to contact in case of emergency, and for day-to-day issues

- Whether or not the nanny has use of a family car, and their responsibilities and privileges if they do
- Paid time off
- Holidays, and whether they're paid or unpaid
- Payment for 52 weeks/year of work, even if the family is out of town or not using the nanny's services
- Employer contribution to taxes
- Provision of health insurance
- Provision of automobile insurance
- Tax withholdings from the employee's paycheck

You'll also need to fill out paperwork so that your nanny is able to take your children to the doctor, pick them up from school, and otherwise perform duties you normally would handle.

The Takeaway

Articulate precise tasks and expectations with a work agreement.

Determine salary, pay schedule, vacations and time off before you hire. A good work agreement is essential in hiring and retaining your nanny. the Nanny Employer Handbook Recommended Practices for Hiring a Nanny INTERNATIONAL NANNY ASSOCIATION

WAGES & **BENEFITS**



The wage for your nanny should always be a gross, per-hour wage, rather than a true salary. Be careful to consider applicable overtime rules. You should start your nanny out at a base wage, usually based on factors like the local cost of living and average nanny salaries in your area. Your decision may also be based on factors like how much experience the nanny has, and how extensive her household duties will be. Note:

- Your nanny may expect to be reimbursed for mileage spent running errands for the family
- If your nanny works full time, she will expect paid vacation; she will also expect to be paid even if the family is on holiday.
- For both legal and job satisfaction reasons, you should never be late with or miss a payment

You'll also want to review and/or raise the wage every year or so, based on both merit and the cost of living. The cost of living (COLA) adjustment will take into

Compensating your nanny with salary and benefits is just one part of the equation.

account inflation, local cost of living, and whether or not there is inflation in nanny salaries in the area. This can be between 1%-3% each year.

A wage review based on merit will take into account how well the nanny meets or exceeds expectations. For example, you might not give any increase for a nanny who consistently does the bare minimum, while a nanny who does excellent work might receive an increase of 3%. On average, it's common to see a nanny's salary rise by 3%-6% each year when both merit and COLA adjustments are combined.

> The Takeaway Discuss tax reporting and responsibility as part of the job interview. *Keep cost of living adjustments and merit* raises in mind when determining your nanny's salary.

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WAGES & BENEFITS

HEALTH INSURANCE BENEFITS

Offering health insurance can be a positive benefit for the nanny and family alike. Whatever health insurance premiums you pay as the employer aren't taxable income for the employee, which means that the nanny doesn't pay taxes on the premium, and you don't pay the 10% employment tax on it. The IRS may also offer a tax credit to certain small employers who provide health insurance to their employees.

When your nanny is able to take care of her health, you'll see numerous benefits. Preventative care and fast treatment for acute problems means fewer missed days of work. Health insurance also makes the job more desirable, meaning that your nanny is less likely to change jobs.

VACATION TIME, SICK TIME, PAID TIME OFF

Although not required by federal law, paid time off is another feature that helps improve retention, satisfaction, and work performance. Most of the time, nannies receive 5-15 days of paid time off (PTO), which encompasses both sick and vacation days. You can either offer sick, personal, and vacation days separately, or offer a compensation package with 10-15 Flex Days, which can be used for either sick time or vacation as the nanny wishes. The work agreement should include an agreement on how these days can be scheduled. PTO accumulates over time, usually after a 2-3 month period during which PTO does not yet accumulate. For example, if a nanny gets 10 paid days per year, she will earn .1923 days per week. To prevent employees from hoarding PTO and taking excessively long trips, you can establish a policy where only a certain number of days can be taken at a time, or only a certain number of days carry from year to year. If your nanny leaves voluntarily, she should be paid for any accrued vacation time and personal days, but not sick days.

In addition, you will want to pay your nanny for certain minimum federal holidays – New Year's, Memorial Day, July 4, Labor Day, Thanksgiving, and Christmas. You may also include additional holidays at your discretion.



When your nanny is able to take care of her health, you'll see numerous benefits. The tax requirements for employing a nanny are nuanced; educating yourself about them is essential.

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TAX **MATTERS**



Many people wonder whether it's possible to employ a nanny as an independent contractor since it lessens one's own tax obligations. However, nannies are rarely true independent contractors. An independent contractor must be able to set her own hours, provide her own equipment, and be able to work for others. For example, when you hire someone to repair your house with his own tools, he is an independent contractor. If your nanny provides inhome services, earns more than \$1900 per year, and is over 18 years of age, she is an employee, not an independent contractor. (2014)

You are responsible for providing your employees with a W-2 form each year, rather than the 1099 which is used for independent contractors. If you have an employee and not an independent contractor, issuing a Form 1099 form is considered to be misclassifying employees and can lead to penalties.

As an employer, you'll be responsible for paying federal and state employment taxes, which cover costs like Social Security and Medicare at the federal level,

and unemployment insurance taxes at the state level. You file for the Federal Employment Tax on your own annual Federal Tax Return, on Form 1040 Schedule H. It's a good idea to make quarterly payments using 1040ES vouchers, which are credited to your tax account. You can also pay your state wage taxes on a quarterly basis.

Filing taxes requires significant organization regarding the employment, including compensation, benefits, taxes, and insurance. This is another reason why it's so important to keep good records for the financial aspects of employing a nanny.

The Takeaway

In almost all cases, your nanny should be given a W-2 tax form, not a 1099 tax form.

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TAX MATTERS



UNEMPLOYMENT INSURANCE AND WORKERS COMPENSATION

Your federal and state taxes will cover unemployment insurance, which is used to provide unemployment benefits to employees who lose their jobs. Unemployment is provided only to employees who lose their jobs due to issues like layoffs or no-fault terminations. Those who are fired for misconduct or who leave voluntarily are not entitled to unemployment benefits.

Workers compensation provides coverage for injuries sustained on the job. Whether or not your state requires you to carry insurance for workers compensation, there is a serious risk when you don't purchase it, as you can be held personally responsible for the cost of work-related accidents. This can amount to thousands of dollars for a single accident. Workers compensation insurance is designed to protect both the employee and the employer.

Although some Homeowner's Insurance Policies cover workers compensation for domestic employees, you should not assume that is the case. Instead, check with your insurance company to find out. If you do need to purchase insurance, you can first look at commercial insurers, like State Farm and Allstate. Most providers require that you also have another insurance plan with them in order to obtain a workers compensation plan. There are also state insurance pools for those who cannot get commercial coverage, but these should only be used as a last resort because they tend to be quite expensive.

LOCAL / STATE VARIANCES IN REGULATION

Workmen's compensation is a requirement in a number of states. If you live in Alaska, California, Connecticut, Delaware, District of Columbia, Hawaii, Iowa, Kansas, Maryland, Massachusetts, Minnesota, New Hampshire, Ohio, Oklahoma, or South Dakota, you must have worker compensation insurance for both full and part-time domestic employees. In Colorado, Illinois, Kentucky, Michigan, New Jersey, New York, Utah, Washington, it is only required for full-time domestic employees. In other states, it's not required for households with a single domestic employee. Make sure you visit your local and state websites to determine guidelines for domestic employers.



Know local requirements for Workmen's Compensation and Unemployment Insurance for your household employee.



Talk to your accountant or tax advisor to reduce the risk of filing incorrectly. Be vigilant when using nanny employment services. Selecting the right resource can make all the difference.

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IDENTIFY A QUALITY NANNY AGENCY



1. Willingness to Comply with Industry Best Practices The best agencies will commit to professional excellence and agree to conduct business in accordance with industry recognized best practices. You can identify these agencies by their association with organizations that require this of their members. INA is an example of such an organization.

2. No Shortcuts

Look for an agency that conducts in-person interviews of 100% of their candidates.

3. Pre-Screening of All Referred Nannies

The best agencies screen all applicant references before making any referral to families. Ask an agency about its reference checking methodology, including its willingness to share copies of reference checks with you.

4. Use of Proven Skill Assessment Tools

Agencies that use industry tools such as the INA basic skills exams as part of nanny candidate evaluations demonstrate a strong commitment to best practices.

5. Adequate Time with Families to Assess Needs Agencies that spend the necessary time to perform a needs assessment with their clients have a higher likelihood of sending along applicants who meet a family's very specific needs and qualifications.

8. Advocacy and Support for Nanny Candidates The best nanny agencies will support and provide training opportunities to their nanny candidates. Most will support and finance nanny membership of INA. The most experienced nannies will work with an agency they believe looks after the interests of both the family and the nanny.

Inquire about how long an agency has been in business, as well as the professional, educational and industry affiliations of the agency owners.

10. Background and Security Screening Practices Typially an agency will perform pre-employment background screening after the nanny has received and accepted a job offer. However, there are recommended practices that the best agencies follow to make sure families will see safe and reliable candidates.

6. Transparency Regarding Fees and Guarantees

Ask the agency about all fees and their performance guarantee or replacement policy in writing. Make sure you understand the financial and performance obligations of both your family and the agency.

7. Help With a Written Work Agreement

A nanny placement agency committed to the long term success of the nanny/family relationship will provide a pro-forma written work agreement and facilitate the nanny compensation offer.

9. Business Experience

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YOUR ROLE As an employer

There are certain practices related to issues like salary changes, feedback, and health insurance which will ensure fair compensation, good communication, clear expectations, and employee satisfaction.

CHANGE OF DUTIES MEANS A SALARY REVIEW

Family life is often unpredictable, and a nanny's duties may change as you increase her hours, add more housekeeping responsibilities, or have a new baby. If you don't compensate appropriately, it can seriously harm your relationship with the nanny, and even lead to her leaving the job. The appropriate salary adjustment depends on the change, but for a new baby the usual increase is \$1-3 per hour, or 10-20% of the nanny's earnings.

FEEDBACK

Communication is key to a good relationship between you and your nanny, and the time to document issues and give feedback is at the moment when you notice an issue with performance. Although you will perform an annual evaluation, you should communicate with your nanny on a daily basis – in most cases, nothing on the evaluation should be a surprise.

HEALTH INSURANCE AS A TAX BENEFIT

Many families pay 50%, or \$150-200 per month, of the health insurance, while allowing the nanny to select

her own policy. When the salary is reviewed and raised annually, you might agree with the nanny to cover all of the insurance as part or all of the pay raise. This has tax benefits for both you and the nanny, so it's often a mutually beneficial choice.

ALWAYS DOCUMENT

Documentation is key to protecting yourself and your employee. Should any tax or personal disputes come up, you should be able to prove that you upheld your end of the agreement. In addition, keeping the employment transparent and on the books is essential for your nanny, who will need Social Security, proof of employment, and other benefits when the job ends or if she leaves.





Understanding your role as an employer will help guide you in the relationship with your nanny.

As in any work environment, there will be a few bumps in the road.

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WHEN THINGS **GO WRONG**

Disagreements and mistakes are a potential issue in any employee-employer relationship, but they're an especially big issue with something as important as childcare. Keep these issues in mind to ensure that you hire a nanny who's a good fit, who will manage problems effectively well after she's hired:

- Evaluate whether you and the nanny have similar philosophies on childcare and child discipline
- Have realistic expectations about how much the nanny will be able to help with housekeeping duites
- Always have a work agreement in place before the nanny starts working
- Resist the urge to micromanage there is a balance between setting expectations, and failing to provide flexibility

• Communicate regularly about any issues that arise, as they come up

• If problems occur along the way, conduct an interim evaluation instead of waiting for the annual evaluation

· Keep notes about the issues as they occur

The Takeaway

Keep the lines of communication open so that issues are discussed and resolved quickly and efficiently.

TIPS & TOOLS





Nanny Application

Use this form to collect a potential nanny's work history, references and more.



Emergency Information Sheet

All necessary information should be at your nanny's fingertips, particularly during unanticipated events.

About INA

INA is a volunteer, not for profit educational association that is committed to providing information, education and guidance to the public and to industry professionals. We look to people like you, who are interested in the professionalism of the in-home child care industry, to partner with us and support our efforts.

Membership is open to:

Nannies and all other in-home child care providers

Nanny Employers

Nanny Placement Agencies and Staff

Industry Service Providers

Individuals who support the in-home child care industry

Industry Educators

JOIN US

For more information on joining INA, please visit our member benefits page on the INA website, www.nanny.org.

If you have questions or comments about INA, please contact us by phone at 888.878.1477 or by email at admin@nanny.org.

Each year, INA holds an industry conference attended by agencies, nannies and related business partners from around the world. This three-day event features speakers and workshops that help INA members improve business performance, connect with the nanny community, and address challenges and opportunities across a range of issues. Learn more about this year's INA Annual Conference, including our workshop agenda, keynote speakers, costs and dates.

INA's Weekly Brief

Each week, INA distributes fresh ideas and valuable resources for Nannies and Agencies via email. Topics include business solutions for effective agency management, innovations in recruitment and family-client communications, and more. Subscribe here.

INA Annual Conference



NANNY EMPLOYMENT APPLICATION								
Personal Information								Please print legibly
Last Name		First Name				Middle	Initial	Date
Full Street (Mailing) Address (including apartment number) Cit			City		State	ZIP		
Social Security Number	Day Teleph	one		Evening Telep	hone	e Fax Number (if available)		mber (if available)
Available starting date	Hours avail	able to work	(Days available	e to wo	ork Desired salary range		salary range
18 years of age or older?	Do you smoke	? If no	do vou o	bject to smoking	2 A	re vou le	egally elic	gible to work in the U.S.?
	∃Yes □N			s 🛛 No		ic you h		es \Box No
Do you have a driver's license?		When?		te and license n	umber			
			2.01 010					
Have you ever had a moving or	driving relate	d violation o	or traffic a	ccident (include t	tickets)	?		Yes No
	ag relate					•		
If yes, list specifics.								
Have you ever been arrested or	· convicted of	a felony and	d/or a mis	demeanor?				Yes No
If yes, please explain.								
Have you ever been the subject of a substantiated complaint of child or sexual abuse?				Yes No				
If yes, please explain.							·	
Are you certified in First Aid?	Are you ce	rtified in CP	R?	Do you swim?		Are	e you certi	ified in lifesaving?
Yes No	C Yes	s 🛛 No		🗆 Yes 🛛 No	,		□ Ye	es 🛛 No
Are you willing to become certif	ied in these p	rograms?					□ Ye	es 🛛 No
If no, please list which programs	s you are NO ⁻	T willing to b	become ce	ertified in				
Are you comfortable caring for o	children when	they are mi	Idly ill?		D	o you ne	ed health	insurance?
□ Yes □ No □ Yes □ No					es 🗖 No			
Please list any pets you would NOT be comfortable being around/living with.								
For Live-in Applicants only								
Have you ever lived away from home before? If yes, how far away (in hours or miles), for how long and when?								
Yes No								
Have you ever been responsible for the payment of your own living expenses?					No			
Have you ever had a checking a	ve you ever had a checking account? Do you have cooking skills?				Do you do your own laundry?			
Yes No				es 🛛 No				Yes 🛛 No
Do you plan on bringing a vehic	le?	If yes, plea	ase list ye	ar, make and mo	odel			
□ Yes □ No								



Medical Information					
Do you have any medical condition that could affect your ability to care for children?					Yes No
If yes, please explain.					
For each of the following, please	indicate if you are willing to	submit to,	at no expense	to you.	
Physical Examination	Drug screening	T.B. t	est		HIV test
Yes No	Yes No	□ Ye	es 🛛 No		Yes No
Have you been immunized again	seases?			Yes No	
If no, which ones have you NOT	been immunized against?				
Do you have any diet restrictions	?				Yes No
If yes, please explain					
Do you have any current or histo	ry of emotional health proble	ems?			Yes No
If yes, please explain					
Have you ever been recommend	ed to an alcohol or drug reh	abilitation o	or mental institu	ition?	Yes No
If yes, please explain					
Educational Background					
Do you have a high school diplor	ma/GED?	Please lis	t name of high	school	
□ Yes [
Please list name of college (if attended)		Dates atte	ended		Major
Degree/Certificate Received	Phone Nu	umber			
Please list any other special train	ning you would like us to be a	aware of			
Employment History					
Current Employer (if a company,	full company name)		Supervisor's	Name / Phone	e Number (if different)
Employer's full mailing address			City	State	ZIP
Employer's Telephone Number	Position you held		Employed sir	nce	Ending salary
Reason for Leaving	-1		1		May we contact?
					□ Yes □ No



List ALL CHILDCARE Refere	nces for the Past FIVE Years			
Company/Family Name		Date Employed	From	То
Employer's full mailing address		City	State	ZIP
Employer's Telephone Number	Position you held	Ending salary		May we contact?
		Ending ouldry		
				Yes No
Reason for leaving				
Describe your responsibilities in de	etail			
Company/Family Name		Date Employed	From	То
Employer's full mailing address		City	State	ZIP
Employer's Telephone Number	Position you held	Ending salary		May we contact?
Reason for leaving				
Describe your responsibilities in de	etail			
Company/Family Name		Date Employed	From	То
Employer's full mailing address		City	State	ZIP
Employer's Telephone Number	Position you held	Ending salary		May we contact?
Reason for leaving				
Describe your responsibilities in de	etail			
			_	-
Company/Family Name		Date Employed	From	То
Employer's full mailing address		City	State	ZIP
Employer's Telephone Number	Position you held	Ending salary		May we contact?
				Yes No
Reason for leaving				
Describe your responsibilities in detail				



Personal, Character or Professional References				
PERSONAL, CHARACTER OR PROFESSIONAL REFERENCE 1				
Name		Relationship		
Phone Number			Length of time known	
PERSONAL, CHAR	ACTER OR PROFE	ESSIONAL F	REFERENCE 2	
Name			Relationship	
Phone Number			Length of time known	
Childcare Backgrou	und/Information			
Ages of The Children Y			The Ages You Have the Most a	
Youngest Old	dest	Most		Least
Age you started caring	for children		Did you care fo	r your siblings?
		□ Yes	□ No	
Have you had experience working with special needs childr		ren?	Yes No	
If yes, please explain				
Have you had to handle an emergency of any kind?			Yes No	
If yes, please explain				

I CERTIFY THAT I HAVE ANSWERED ALL THE QUESTIONS ON THIS APPLICATION ACCURATELY AND TO THE BEST OF MY KNOWLEDGE. I HAVE NOT WITHHELD ANY INFORMATION WHICH WOULD CAUSE THE INFORMATION GIVEN ABOVE TO BE MISLEADING. IN THE EVENT OF MY EMPLOYMENT AS A RESULT, IN FULL OR IN PART, FROM THE INFORMATION CONTAINED ON THIS APPLICATION, I UNDERSTAND THAT ANY INACCURATE OR MISLEADING INFORMATION IS GROUNDS FOR IMMEDIATE TERMINATION OF EMPLOYMENT.

Signature of Applicant

Date



SAMPLE NANNY WORK AGREEMENT

Today's Date:	Date Employment to Commence:
Employee (Nanny) Name:	Employee's Social Security Number.
Employers Names and Address:	Children Names and DOB:

WORK HOURS:

0	Monday	from	until	
0	Tuesday	from	until	
0	Wednesday	from	until	
0	Thursday	from	until	
0	Friday	from	until	
0	Saturday	from	until	
0	Sunday	from	until	

COMPENSATION:

Employee Weekly compensation of \$_____ gross, based on a gross hourly wage of \$_____ and a _____ hour work week. Employee guaranteed minimum Weekly compensation of \$_____ gross. You will agree to maintain accurate, contemporaneous on-duty time records, per our instructions.

Overtime is paid on hours in excess of _____ per week/ day and is compensated at \$_____ per hour. Performance appraisals, with the possibility of salary increases, will be performed annually on or about the employment anniversary date.

PAY FREQUENCY:

You will be paid on a WEEKLY / BI-WEEKLY basis on	(day of week). [Optional:
Payroll will be issued one week in arrears.]	

TRAINING:

You will provide us with evidence that you have satisfactorily completed a First Aid class and CPR class for infants on or before ______. We will cover the cost of this class; however, it shall be your responsibility to make arrangements for the class during your off-duty hours.



JOB RESPONSIBILITIES:

It is our responsibility to provide you with adequate information, guidance and instruction to enable you to complete any task that is requested as part of this agreement. It is your responsibility to ask for assistance or guidelines in the performance of any activity that may be new to you, or in any situation for which you desire additional information.

1. The care and nurturing of the children, to specifically include the following:

It is of the utmost importance to us that the children feel that they are in a secure and loving environment. Tasks related to their safety and well-being take precedence over all others. Housekeeping responsibilities to include:

COMMUNICATIONS:

We will meet on a weekly basis for the first month, to discuss any issues/concerns that any of us may have and thereafter on a monthly basis or as and when needed.

You are responsible to maintain a "Nanny Log" on a daily basis. The log will record information of importance to the child's welfare, as well as provide the parents with narrative information about the day and its activities. Details of medications dispensed, meals and nap times will be included.

EMERGENCIES

You will be provided an Emergency Contacts list on or before your start date. On a day-to-day basis, our preference is that mother / father be the first point of contact for general questions and scheduling issues.

AUTOMOBILE: (Check the appropriate paragraphs for family circumstances)

• Automobile does not apply

o Automobile provided by family

You will have the use of one of our cars when needed during the work day for the purposes of transporting the children as required, miscellaneous errands and local travel, as agreed upon in advance by us. Children are to be properly restrained in the family's car seats and/or seat belts **as directed by the parents** at all times. Automobile maintenance will be at family expense; however you are responsible to keep family apprised of need for periodic maintenance (i.e. when oil change due, any mechanical problems noted). You are responsible to keep the car in a physically clean condition.



During your time off, you will be permitted moderate use of a car, limited to local travel and with our advance permission. You will be expected to reimburse us for reasonable gasoline consumed during your personal excursions. We will cover you under our automobile insurance policy; however, any damages resulting from your non-work related use of the cars which is not covered under our policy (i.e., the deductible), is your responsibility.

• Automobile Supplied by Nanny

You will be expected to have your personal vehicle during the work day for the purposes of transporting the children as required, miscellaneous errands and local travel, as agreed upon in advance by us. Mileage will be reimbursed at the rate of \$0. , adjusted and indexed to the IRS' published rate. You are responsible for maintaining appropriate insurance coverage. Children are to be properly restrained in the family's car seats and/or seat belts **as directed by the parents** at all times.

PAID TIME OFF

Paid time off is any time not worked by an employee for which the regular rate, a fixed or a prorated amount of pay, was accrued and later paid to the employee. We grant paid time off to give you down time and a chance to deal with non-work related issues.

Paid Time Off (PTO) may be used for vacation, sick, or personal time.

- PTO will accrue pro-rated on a per pay period basis.
- Full time employees will accrue 120 hours of PTO per year
- PTO accrual begins at the start of employment. Draw down of PTO may occur after 90 days of employment.
- SCHEDULING: Timing of vacation to be mutually agreed upon by the employer and nanny. One week advance notice is requested for any appointments, etc. which may cause you to be late or leave work early.
- Annual carry over: Carryover of unused PTO is limited to 40 hours.:
 Example: An employee with 55 PTO hours on December 31 would carry over 40 PTO hours.
- Termination and PTO Pay: Persons employed less than 180 days forfeit PTO accrual at time of separation. Persons employed 180 days or more will be paid accrued PTO to a maximum of 120 hours.

HOLIDAYS:

Six days per calendar year **paid / unpaid**. You will receive these holidays to the extent that they fall on regularly scheduled workdays. These holidays are: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. You are likely to receive a number of "extra" holidays throughout the year - days where we choose to take the day(s) off and go away with the children; however, these extra days vary from year to year.

DAYS NOT WORKED

Family agrees that employee will receive the guaranteed base pay 52 weeks per year, even if family choose not to utilize the nanny services for some or all of any given week. Time off requested by the employee will be compensated with accrued PTO. If PTO is not available, and employee still needs, and is granted, time off from work for any reason, this time will be unpaid.

TAXES/DEDUCTIONS/HEALTH INSURANCE:

We will pay:



- one half of the required Social Security and Medicare taxes (Employer Contribution),
- all of the required Worker's Compensation Insurance,
- all of the required unemployment insurance.

Additionally, we will pay: (Check all that apply)

- the entire cost of insuring you under our automobile insurance policy,
- one-half of the cost of health insurance coverage up to a maximum of \$ per month.

Your portion of the required Social Security and Medicare taxes (7.65% of gross wages) and, if you request, your income taxes will be deducted from your pay check weekly.

o Check if this applies to your LiveOut nanny

BAD WEATHER DAYS:

It is understood that certain may be effected by inclement weather events. On days where it is anticipated that you may have difficulty getting to work, you agree to spend the night at our house. A separate bedroom and bath will be available to you. You are also welcome to spend any night with us when the weather becomes inclement during the day and you have any concern about arriving home safely. In the event that you are unable to get to work due to unanticipated inclement weather, those days will be unpaid.

o Check if this applies to your Live In nanny

LIVING ARRANGEMENTS: You will be provided with your own bedroom and

- □ will share a bath with the children
- □ have a private bath.

Bedroom furnishings consist of:

This room will be off-limits to the family unless required for household maintenance and/or repair purposes (carpet cleaning for example). You agree that your room may be used by such persons. You will be notified ahead of time if your room will be accessed/needed so that you may make arrangements (at your option) to have personal items and valuables placed out of view during your absence. Bed and bath linens are provided, however, you are responsible for their upkeep as well as your personal laundry.

You will be expected to maintain and clean your bedroom and your bath. Snack food may be eaten in your bedroom; however, all remaining plates, glasses, empty boxes or bags etc. must be removed immediately to the kitchen for disposal.

You are welcome and encouraged to entertain friends in our home during non-working hours as long as they respect the property and do not disrupt the household. Permission is required for overnight guests.

We want you to feel comfortable in our home. Every effort will be made to provide food and beverages that meet your dietary needs.



PHONE PRIVLEDGES:

Personal use of our telephone is available. Long distance phone calls are your responsibility and will be deducted as applicable from your paycheck. We strongly encourage you to purchase prepaid long distance cards or obtain a personal mobile phone to allow you to personally manage your long distance bills. Personal phone calls during the work day must be limited to 10 minutes in length and should be reserved for those times when your attention is not required for childcare (nap time, school hours, etc.). Local phone calls during off hours are unlimited in number and time made; however, except in cases of emergency, must not be <u>received</u> after 11pm. We have call waiting and we are likely to receive calls during the evening and on the weekends. If you are on a call and are interrupted by call waiting, you will be expected to end your conversation in order that we can take our call.

SMOKING

We are a smoke-free home. Under no circumstances are you or your guests to smoke in our home or automobiles. You further agree never to smoke while on duty – regardless of location

ALCOHOL

Alcohol is never to be consumed during on-duty times. Alcohol consumption **is / is not** permitted in your quarters when not on duty.

CONFIDENTIALITY:

During the course of your employment, you may legitimately see, hear or otherwise become privy to information about our family. It is understood and agreed that all information relating to the parents, including but not limited to financial, household or career, is confidential information which may not be disclosed to anyone without the written consent of the undersigned parents. It is also understood that a failure to abide by this agreement may, at the parent's discretion, result in immediate termination. The obligations of the employee under this clause survive termination of this agreement.

TERMINATION OF EMPLOYMENT:

Nanny is an "at will" employee and employment may be terminated by either party at any time subject to the terms of this agreement. We wish to provide nanny with a secure employment situation, to provide our child(ren) with a stable care-giving environment, and to facilitate the orderly transition between employment. Therefore, both parties agree to provide 4 weeks notice of intent to terminate this agreement (or pay in lieu of such notice), except when such termination is for cause.

Cause is defined as any action on the part of the nanny that endangers the children in her care, non-performance of job responsibilities, theft or dishonesty, smoking or alcohol use on duty or any use of illegal drugs, persistent tardiness or absenteeism, or violation of the confidentiality clause.

Severance: Our family does not have any policy for payment of severance pay on termination. However, we reserve the right to offer such pay to particular employees, in our sole discretion. Any payment of severance pay will be conditioned upon execution of a full release of any claims against our family arising out of



employment and/or termination, except for rights such as unemployment compensation that cannot be released in an employer/employee agreement.

Employer Property: At time of termination, and prior to receipt of final paycheck, nanny agrees to return to employer all employer property, including but not limited to house and car keys, remote entry devices, strollers and car safety seats.

THE ABOVE AGREEMENT HAS BEEN AGREED TO BY THE PARTIES LISTED ABOVE ON THIS DAY OF , 20_ .

Family/Employer

Nanny/Employee

DISCLAIMER

This work agreement is a sample only. It should not merely be duplicated without consideration of an individual's particular situation, as well as state and local employment law. This document is not intended to be specific tax, legal or insurance advice. It is not intended to cover each and every employment situation, nor can it anticipate specific needs. Individuals use this sample work agreement at their own risk. INA assumes no liability.



Please note: Laws and regulations vary from state to state. It is recommended that the user show this form to their physician/hospital prior to completing same to ensure that this authorization will be acceptable to them.

MEDICAL TREATMENT AUTHORIZATION

Date:

To Whom It May Concern:

______ (hereafter referred to as child care provider) is the child care provider for our child, ______. Child care provider is responsible for their care and welfare during the day, and occasionally in the evenings, on the weekends or overnight.

We hereby authorize and voluntarily consent to having child care provider arrange, direct, sign for and consent to any and all routine or emergency medical care and treatment necessary to preserve the health of our child. Personal, insurance and health care provider information is set forth below.

We acknowledge that we are responsible for all reasonable charges in connection with the care and treatment rendered and acknowledge that no guarantees have been made as to the effect of such treatment rendered.

Child Personal Information

Name:	Date of Birth:
Sex:	Social Security #:
Hair:	Eyes:

Allergies:

Medical Conditions:

Insurance Information

Name:	Employer:
Employee Social Security No.:	Member No.:
Administrator:	Group No.:
Confirmation Number:	

Health Care Providers

Pediatrician:	Phone Number:
Dentist:	Phone Number:

Signature of parent

Signature of Parent



STATE OF ______, COUNTY OF _____, TO WIT:

I HEREBY CERTIFY, that on this _____ day of _____, 20___, before me, the undersigned Notary Public of the State, personally appeared ______, who acknowledged himself to be the father of ______ satisfactorily known to me (or satisfactorily proven) to be the person whose name is subscribed to the attached Medical Release of even date herewith, and acknowledged that he executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

Notary Public

My Commission Expires:

STATE OF ______, COUNTY OF _____, TO WIT:

I HEREBY CERTIFY, that on this ____ day of ____, 20___, before me, the undersigned Notary Public of the State, personally appeared _____, who acknowledged himself to be the mother of satisfactorily known to me (or satisfactorily proven) to be the person whose name is subscribed to the attached Medical Release of even date herewith, and acknowledged that he executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

Notary Public

My Commission Expires:

PHYSICIAN'S EXAMINATION FORM Name of participant_

This form may be substituted with a comprehensive physical exam form completed and signed by a physician if no more than 12 months before start date of VISIONS program. <u>Use N/A rather than leaving spaces blank.</u>

Vaccines		Year of Basic Immunization	Year of Last Booster			
Diphtheria Pertussis (Whooping Cough) Tetanus*	DPT					
Tetanus* Diphtheria	TD					
Tetanus*						
Measles (hard measles, red mea	sles, rubella)*					
Mumps*						
Rubella (German measles, 3-day	Rubella (German measles, 3-day measles)*					
Oral Polio (Sabin) TOPV						
Injectable Polio (Salk)						
Tuberculin test given	(most recent)					
Hepatitis B						
Haemophilus influenza b (HIB)						
Other						
*VISIONS requires a teta	nus vaccinatior	n within past ten years, and two MMR inoculat	ions in lifetime.			
Height		Weight	Blood Pressure			
Participant is under care of a p	hysician for the f	ollowing condition(s)				
Current treatment (include medications and dosages)						
Explanation of any reported loss of consciousness, convulsion, or concussion						
Does participant have epilepsy? ☐ Yes ☐ No Does participant have diabetes? ☐ Yes ☐ No						
In my opinion, the above condition/s 🗌 does 🗌 does not preclude his/her participation in VISIONS programs.						
Any treatment to be continued or medication to be administered during the program						
Medically prescribed meal plar	or dietary restric	ctions				
Additional health information (r	nental or physica	l)				
I have exemined		(notioinent	Dete of Even			
		(participant				
Licensed Physician's Sig	inature					
Print Physician's Name			Phone			
Address						
			e initial if completed by nurse or physician's assistant			



IMPORTANT HOUSEHOLD INFORMATION

Security System Company:	Garage Door Keypad Code:
Phone: Security System Key Pad Code: False Alarm Password:	Extra keys (house/cars/shed) are located:
Electrical fuse box/circuit breaker box is located	Water cutoff valve(s) is/are located
Thermostat(s) is/are located	

Neighbors		
Name:	Name:	
Address:	Address:	
Phone No.:	Phone No.:	
General Availability:	General Availability:	

Services		
Maid/Cleaning Company:	Veterinarian:	
Phone:	Phone:	
Electrician:	Plumber:	
Phone:	Phone:	
AC/Heating:	Well/Septic:	
Phone:	Phone:	
General Contractor:	Handyman:	
Phone:	Phone:	
Appliance Repair:	Auto Service / Garage:	
Phone:	Phone:	
Garbage pick-up (days):	Recycling pick-up (days):	
Location:	Location:	
Yard Maintenance:	Newspaper:	
	Phone:	



IMPORTANT PHONE NUMBERS EMERGENCY CALL 911

PEDIATRICIAN:	POISON CONTROL CENTER:
ADDRESS:	
PHONE: () -	PHONE: () -
DENTIST:	HOSPITAL:
ADDRESS:	ADDRESS:
PHONE: () -	PHONE: () -
FATHER:	MOTHER:
EMPLOYER	EMPLOYER
NAME:	NAME:
EMPLOYER	EMPLOYER
ADDRESS:	ADDRESS:
MOBILE: () -	MOBILE: () -
OFFICE PHONE: () -	OFFICE PHONE: () -
EMAIL ADDRESS:	EMAIL ADDRESS:
ALTERNATE CONTACT	ALTERNATE CONTACT
NAME:	NAME:
PHONE: () -	PHONE: () -
RELATIONSHIP:	RELATIONSHIP:
SCHOOL NAME:	EMERGENCY/EVACUATON MEET UP
GRADE/TEACHER NAME:	INSTRUCTIONS:
SICK LINE: () -	
MAIN LINE: () -	

△ In an emergency, when all phone circuits are busy, text messaging may still be operable.



IMPORTANT PHONE NUMBERS EMERGENCY CALL 911

CHILD'S PERSONAL INFORMATION Name: Date of Birth: Sex: Social Security #: Hair: Eyes: Allergies: Medical Conditions/Medication: **CHILD'S PERSONAL INFORMATION** Name: Date of Birth: Sex: Social Security #: Hair: Eyes: Allergies: Medical Conditions/Medication: **MEDICAL INSURANCE INFORMATION** Name of Insured: Employer: Ins. Company: Member No.: Insured/Employee ID: Group #: Confirmation Phone No.: () -PARENTAL AUTHORIZATION FOR EMERGENCY MEDICAL TREATMENT: In the case of accident or illness, should my child(ren) ______ become ill during (name of caregiver) or suffers an the time that s/he is in the care of accident of any character, I (we) shall be contacted immediately. In the event that I (we) cannot be contacted immediately, the above named caregiver shall be authorized to secure such medical attention and care as may be necessary from duly licensed medical and dental personnel. Parent Signature: _____ Date: PLEASE ATTACH A COPY OF INSURANCE AND PRESCRIPTION PLAN IDENTIFICATION CARDS **AUTOMOBILE INSURANCE INFORMATON** Ins. Company: Policy ID: PHONE: () -