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INTERNATIONAL NANNY ASSOCIATION



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



ENVISION YOUR IDEAL NANNY

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. 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.

The Takeaway

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.

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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

> Reflecting on your personal and family needs before you begin will set you up for success in the nanny search.

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THE INTERVIEW



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

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

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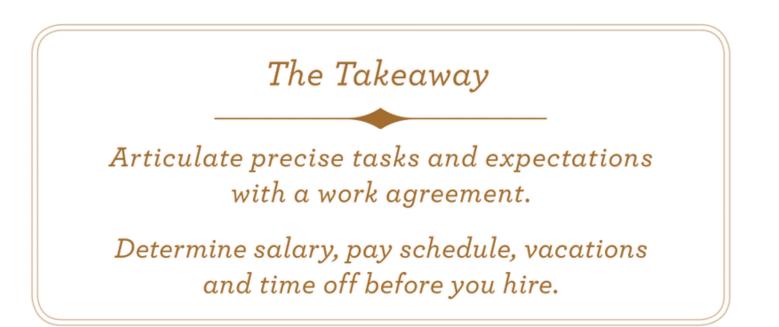
A good work agreement is essential in hiring and retaining your nanny.

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

- 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
- 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

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.





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WAGES & BENEFITS



WAGES

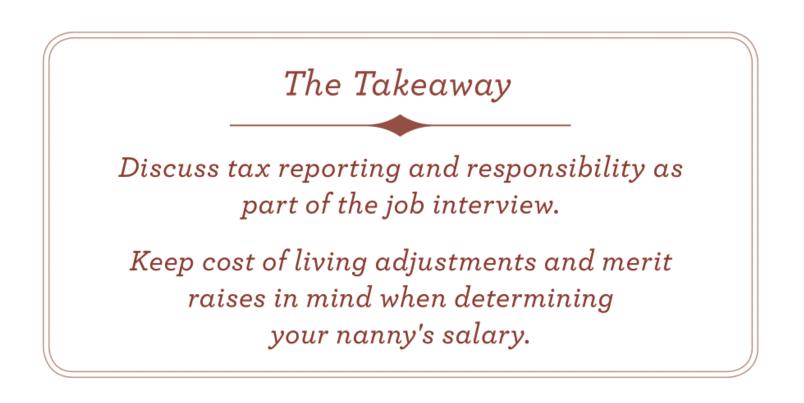
The wage for your nanny should always be a gross, per-hour wage, rather than a true salary. Be careful to consider applicable overtime rules. You should start your nanny out at a base wage, usually based on factors like the local cost of living and average nanny salaries in your area. Your decision may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

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.



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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.

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.

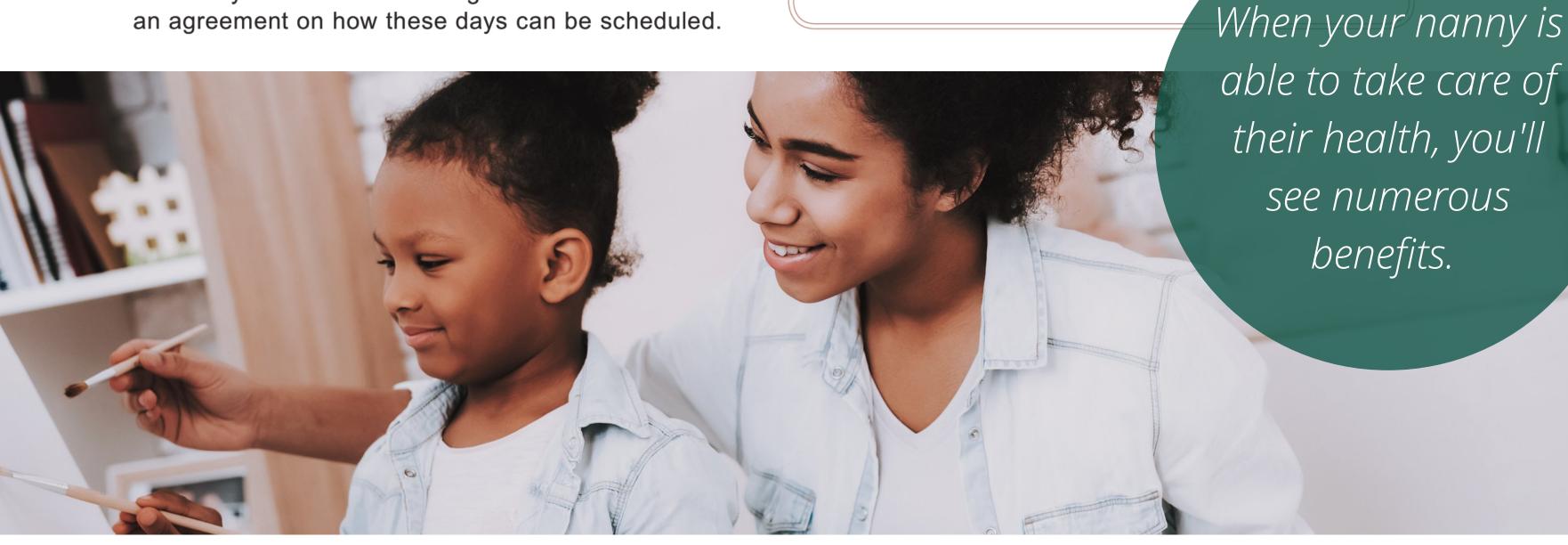
In addition, you will want to pay your nanny for certain minimum federal holidays - New Year's, Memorial Day, July 4, Labor Day, Thanksgiving, and Christmas. You may also include additional holidays at your discretion.

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.

The Takeaway

Offering health benefits and paid time off will contribute to your nanny's overall job satisfaction.



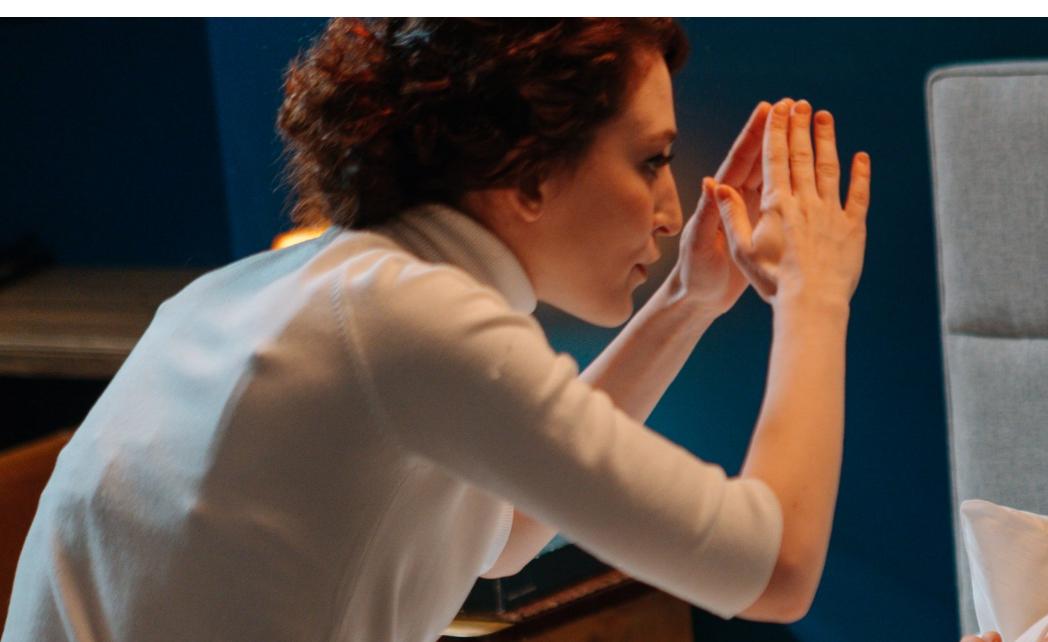
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TAX MATTERS



The tax requirements for employing a nanny are nuanced; educating yourself about them is

essential.



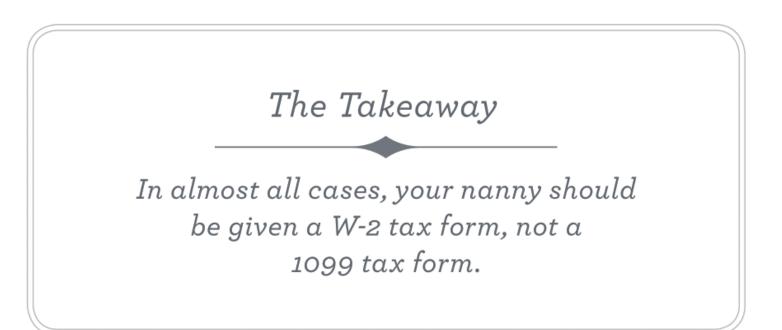
CONTRACTOR VS. EMPLOYEE

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.



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Talk to your accountant or tax advisor to reduce the risk of filing incorrectly.

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.



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IDENTIFY A QUALITY NANNY AGENCY

Be vigilant when using nanny employment services. Selecting the right resource can make all the difference.



Here are 10 recommended factors that will help families select 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. **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.

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.

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.

9. Business Experience

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.



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YOUR ROLE As an employer



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

> 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.

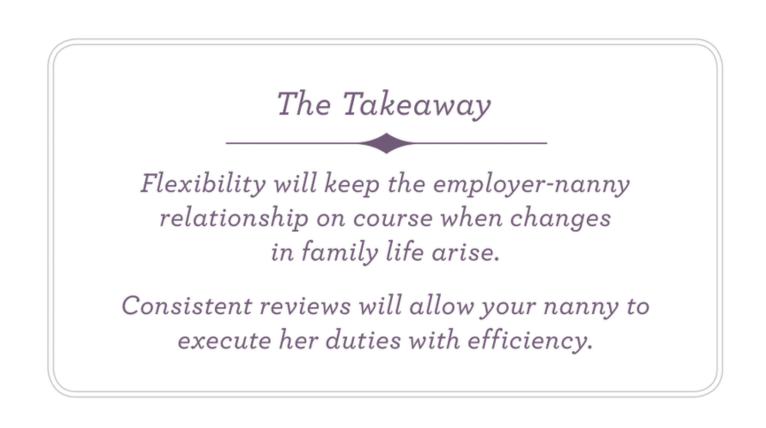
HEALTH INSURANCE AS A TAX BENEFIT

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.



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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



Health Care Tax Credit Information Small Business Health Care Tax Credit FAQs



Minimum Wage Laws by State



Legal Resources Legally Nanny, a resource for household employment legal issues.



Tax & Payroll Services Search INA's Business Member Directory for tax and payroll service companies.



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



Work Agreement This work agreement provides a template for determining your nanny's responsibilities, and yours.



Employee Pay Rate Notice Standard employee pay rate notice satisfies most state and local notification requirements.



Medical Release Form Make sure you give your nanny the authority to stand in for you in case your child needs medical attention.

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Physical Exam Form In some family situations, it may be advisable to confirm the health of a nanny prior to hiring.



Household Information Sheet Provide a convenient and accessible way for your nanny to find important information related to your home.



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

About 3

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.

SSOCIA,

Membership is open to:

Nannies and all other in-home child care providers

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.

Nanny Employers

Nanny Placement Agencies and Staff

Industry Service Providers

Individuals who support the in-home child care industry

Industry Educators

INA Weekly Blog

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

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.

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PERSONAL	Name (First, Mi	ddle, Last)	Date				
INFORMATION	MATION Mailing Address (Include Apartment Number) City						Zip Code
Email Address		Mobile Phone		Evening Phone	Fax Number		
Available Starting Dat	e	Hours Available To Wo	ork	Days Available To Work	Desired Salary	Range	
18 years of age or olde	er?	Do you smoke? • Yes • No		If No, do you object to smoking? Yes O No	Are you legally		work in the U.S.?
Do you have a driver's	license?	Since When?		List State and License Number			
Have you ever had a r driving related violatic accident?	<u> </u>	O Yes O No	yes, list specific	cs.			
Have you ever been th substantiated complai sexual abuse?	2	O Yes O No	yes, please exp	olain.			
Are you certified in Fir	rst Aid?	Are you certified in CF	PR?	Are you certified in lifesaving?	Do you swim?		
• Yes • No Are you willing to bec these programs?	ome certified in	 Yes No If Yes No 	no, please list v	Yes O No which programs you are NOT willing to	O Yes O N become certified		
Are you comfortable of children when they are Yes O No		Do you need health in O Yes O No	surance?	Please list any pets you would NOT	be comfortable be	eing aroun	d/living with.
LIVE-IN	Have you ever	-	pefore? If yes,	how far away (in hours or miles), for ho	w long, and when	?	
APPLICANTS Only	Do you plan o O Yes O N	on bringing a vehicle? Io	lf yes,	please list year, make and model.			
Do you do your own la	aundry?	Have you ever had a che O Yes O No	ecking account?	Do you have cooking skills? • Yes • • No	Have you ever payment of you O Yes O N	ur own livin	



MEDICAL

INFORMAT

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ION	Do you have any medical condition that could affect your ability to care for children?	lf yes, please explain.
	🔿 Yes 🔘 No	

For each of the following, please indicate if you are willing to submit to, at no expense to you.

Physical Examination	Drug Sc	reening	T.B.Test	HIV Test
O Yes O No	O Yes	O No	🔿 Yes 🔘 No	O Yes O No
Have you been immunized against the common childhood diseases?	O Yes	O No	If no, which ones have you NOT been immunized against?	
Do you have any diet restrictions?	O Yes		lf yes, please explain.	
Are you agreeable to receiving an annual "flu shot"?	O Yes	O No	If no, please explain.	
Have received the Tdap vaccine or a Td booster within the last 10 years?	O Yes	O No	If no, please explain.	

	Do you have a hi diploma/GED?	igh school	O Yes O N		lease list name o	of high s	school.				
BACKGROUND Please list name of college (If attended)		_			Dates attended						
Major		Degree/Cer	tificate Received	d				Phone	e Number	-	
Please list any other sp	ecial training, cred	entials or ce	ertificates you w	ould lik	e us to be aware	of.					
EMPLOYMENT	Current Employe	er (If a compan	ıy, full company name	e)		Super	visor's Name		Phone N	lumber (I I	different)
HISTORY	Employer's Full N	Employer's Full Mailing Address				City				State	Zip Code
Employer's Telephone	Number	Position You	ı Held		Employed S	Since		Endin	g Salary		
Reason For Leaving								-	ve contact s O No		



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LIST ALL CHILDCARE REFERENCES FOR THE PAST FIVE YEARS

Company/Family Name			Date Employed From		Date Employed To		
Employer's Full Mailing Address			City			State	Zip Code
Employer's Telephone Number	Position You Held	Ending Sa	ary	-	ve contact? es O No		
Reason For Leaving							
Describe Your Responsibilities In Detail							
Company/Family Name			Date Employed From		Date Emp	loyed To)
Employer's Full Mailing Address			City			State	Zip Code

Employer's Telephone Number	Position You Held	Ending Sa	lary	May we	e contact?	
				O Yes	O No	
Reason For Leaving						
Describe Your Responsibilities In Detail						
			Data Frankright Frank			Τ.
Company/Family Name			Date Employed From		Date Employec	10
						7: 0 1
Employer's Full Mailing Address			City		State	Zip Code
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Employer's Telephone Number	Position You Held	Ending Sa	lary	_	e contact?	
Beesen For Looving				•	0.10	
Reason For Leaving						
Describe Veur Descreacibilities la Deteil						
Describe Your Responsibilities In Detail						

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REFERENCE 1	Name (First, Middle, Last)		Relationship		
Personal, Character or Professional	Phone Number		Length Of Time Known		
REFERENCE 2	Name (First, Middle, Last)		Relationship		
Personal, Character or Professional	Phone Number		Length Of Time Known		
	Voungest Child Cared For (A)	Oldest Child Cared For (A)	Acce Mast Experience With	Acres Least Evention on Mith	
CHILDCARE BACKGROUND	Youngest Child Cared For (Age)	Oldest Child Cared For (Age)	Ages Most Experience With	Ages Least Experience With	
	Did you care for your siblings? O Yes O No	Age you started caring for child	lren.		
Have you had experie with special needs chi		lf yes, please explain.			
Have you had to hand	le an emergen-	lf 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



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This work agreement is a sample only. Please consider your 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.

Employee Information		Employer Information	
Today's Date	Employment Start Date	Employer Name	
Name		Work Site Address	
Social Security Number		City	State Zip code
Employer Children			
Name of Child	Date of Birth	Name of Child	Date of Birth

Please attach an additional sheet if more than two children under care.

Work Hours

🔲 Friday	From	Until	Daily Hours	
🔲 Saturday	From	Until	Daily Hours	
🔲 Sunday	From	Until	Daily Hours	
🔲 Monday	From	Until	Daily Hours	
🔲 Tuesday	From	Until	Daily Hours	
🔲 Wednesday	From	Until	Daily Hours	
Thursday	From	Until	Daily Hours	

Total Weekly Hours



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Compensation

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\$

Gross Hourly Rate	Employee To Be Paid		
\$	🗖 Weekly 🔲 Bi-Weekly	You wil reviews	
Overtime Gross Hourly Rate	Other	about t Fair Lak	
\$	Day Of Week Paid	entitlec federal	
Guaranteed Weekly Gross	Friday	(time-a Genera	
\$	Other	certain require	
Holidays		Paid 1	
Days Per Calendar Year ¹	🗖 Paid 2 🗖 Unpaid		
New Year's Day	Martin Luther King Jr.'s Birthday	🗖 E	

Il agree to maintain accurate, contemporaneous time cards. Performance s, with the possibility of salary increases, will be performed annually on or the employment anniversary date.

bor Standards Act Compliance: Household employees are hourly employees d to pay for every hour they work at a rate that may not be less than the l, state and, if applicable, local minimum wage rate. Additionally, overtime and-a-half) must be paid for each hour over 40 in a 7-day workweek. ally, live-in employees are exempt from overtime requirements, however, states such as CA, HI, MA, MD, MN and NY have special overtime ements for live-in employees.

Time Off ³

Does Not Apply

Employee will accrue



will accrue pro-rated on a per pay period basis.

President's Day	Memorial Day	 PTO ACCRUAL begins at the start of employment. PTO may be used after 90 days of employment.
July 4th	Labor Day	 SCHEDULING: Vacations are to be mutually agreed upon by the employer and nanny. Notice of one week is requested for any appointments, etc. which may cause you to be late or leave work early.
Columbus Day	Veteran's Day	 ANNUAL CARRY OVER: Carryover of unused PTO is limited to hours: Example: An employee with 55 hours of PTO on December 31st would only carry over 40 hours of PTO.
Thanksgiving Day	Christmas Day	 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 hours.

3. Paid time off is any time not worked by an employee for whom 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 schedule and deal with non-work related issues.

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

Families are not required by Federal law to provide paid time off. Different localities and states, however, do impose PTO requirements. If employment is in California, Hawaii, Massachusetts, New York, Washington DC or San Francisco we invite you to phone HomeWork Solutions at 800.626.4829 for more detailed information.

^{1.} 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.

^{2.} Part time employees, only if holiday falls on a regularly scheduled workday.



International Nanny Association nanny.org info@nanny.org 888.878.1477 This work agreement is a sample only. Please consider your 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.

One half of the required Social Security and Medicare taxes

All of the required Worker's Compensation Insurance,

Non-Taxable Benefits

Does Not Apply

The following "non-taxable" compensation (up to the limits noted below) will be provided to the employee. Check all that apply.

Health Insurance	per month 🛛 All of the required unemployment in	surance.
Mobile Phone Service	per month Additionally, We Will Pay	
Public Transportation up to \$130* per month	per month The entire cost of insuring you under policy,	
College Tuition up to \$5,250* per year	per month One-half of the cost of health insuration maximum of \$per mo	
Parking up to \$250* per month	per month 🛛 Other	

*2016 Limits

Expense Reimbursement

Mileage

Any miles driven in the course of employment using the employee's car will be reimbursed at the current IRS Mileage Reimbursement Rate, which is established to cover the cost of fuel, depreciation, and maintenance. Employee will maintain a work-related travel log that documents date, start and stop locations, mileage, tolls if appropriate, and business purpose. This log must be maintained and submitted to the employer for reimbursement at the end of each pay period.

Incidentals

Employee must keep receipts for all previously approved incidental expenses and submit to employer for reimbursement at the end of each pay period.

Continuing Education

We will contribute up to **\$_____** per year for work related continuing education. Conferences and/or training must be approved.

Training

Does Not Apply

Taxes & Deductions 4

(Employer Contribution),

We Will Pay

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.

Emergencies

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

Name

Phone

4. Your portion of the required Social Security and Medicare taxes (7.65% of gross wages) and, if you request and provide a completed Form W-4, your income taxes will be deducted from your pay check. You will be provided a Form W-2 Wage and Tax statement at year end.

This document is provided "as is" and is not intended to be specific tax, legal or insurance advice. The user is responsible for adherence to specific federal, state, provincial, whatever country they are in and local rules and regulations. Use of this document is at your own risk. INA assumes no liability. Page 3 of 5 INA WA 816



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Use of Family Automobile

Automobile Does Not Apply

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 use of the cars, which is not covered under our policy (i.e., the deductible), is your responsibility.

Communications

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

Live In Household Workers

Does Not Apply

WE SUGGEST THAT A CLAUSE SIMILAR TO THE TEXT BELOW BE INCLUDED IN YOUR WORK AGREEMENT. YOU MAY WISH TO CONSULT WITH AN ATTORNEY TO LEARN ABOUT TENANCY LAWS IN YOUR STATE OR MUNICIPALITY AND ADJUST LANGUAGE ACCORDINGLY.

Living Arrangements

You will be provided with your own bedroom, have reasonable access to laundry and cooking facilities, and:

Will share a bath with other family members.

Have a private bath.

Bedroom furnishings consist of

You are responsible for maintaining 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.

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 family, including but not limited to financial, household or career, medical or private relationships is confidential information which may not be disclosed to anyone without the written consent of the undersigned parents.

Social Media: Employee acknowledges that the identity of the employer and all family members, the location of employment and the particulars about schedules and planned outings are to remain completely confidential and not to be disclosed on any social media venues. Employee agrees not to post photos of the children and to post only with location services disabled.

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.



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 accessed 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.

Your living accommodations are provided for our convenience, rent-free, and are predicated on your continued employment. You understand and agree that your tenancy rights terminate when employment terminates.



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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.

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 and other responsibilities to include

Termination of Employment

Nanny is an "at will" employee and may choose to work for the family for as little or as long as she desires. Likewise, the employer may continue the nanny's employment for as little or as long as he/they wish. We wish to provide the 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 ______ 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, at our sole discretion. Any payment of severance pay will be conditional 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, and car safety seats.

THE ABOVE AGREEMENT HAS BEEN AGREED TO THIS	DAY OF	, 20
Employer	Nanny / Employee	



Household Employee Pay Rate Notice

International Nanny Association nanny.org info@nanny.org 888.878.1477

The employee should receive a signed copy of this form. The employer must keep the original for 6 years.

Employer Information

Employee Wage Information

Name			Employee's Rate of Pay		
			\$		per hour
Address			Em	nployee's Overtime Rate 1	
			\$		per hour
City	State	Zip code	Reg	gular Pay Day	
Telephone	FEIN (o	ptional)	Рау	y Frequency	

Employee Acknowledgment

I have been notified of my pay rate, overtime rate (if eligible), allowances, and designated pay day on the date given below. I told my employer what my primary language is.

Notice Given

At Hiring. Before change in pay rate(s), allowances claimed or payday.

Check One

	My primary language is Spanish and I received the pay notice in English and in Spanish.
Employee Name (Print)	Employee Signature
Prepared By (Print Employer Name)	Date
	Household Employer

^{1.} Must be at least 1 ½ times the worker's regular rate of pay for live-out household employees, paid for hours worked in excess of 40 in the 7 day work week.



Medical Treatment Authorization

International Nanny Association nanny.org info@nanny.org 888.878.1477

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.

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

Allergies		

Sex	Hair	Eyes		

Insurance Information		Healthcare Providers				
Name		Pediatrician	Phone Number			
Employer		Dentist	Phone Number			
Employee SSN	Member Number		Data			
			Date			
Administrator		Parent Signature				
Group Number	Confirmation Number	Parent Signature				



Medical Treatment Authorization

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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.

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

 My Commission Expires
 Notary Public

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 herself 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

My Commission Expires

Notary Public



Physician's Examination Form

International Nanny Association
nanny.org
info@nanny.org
888.878.1477

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. **Use N/A rather than leaving spaces blank.**

PARTICIPANT INFORMATION	Name (First, Middle, Last)	Height	Weight	Blood Pressure		
	Does participant have epilepsy? Does participa		oant have diabetes? No	In my opinion, these condition participation in VISIONS pro	on, these condition/s preclude his/her n in VISIONS programs.) No	
Participant is under car	e of a physician for the following co	ndition(s)	Explanation of any rep	ported loss of consciousness, conv	ulsion, or concussion	
Medically prescribed m	eal plan or dietary restrictions		Allergies (food, drugs, pl	lants, insects, etc.)		
Activities to be discoura	ged or limited		Additional health inform	nation (mental or physical)		
Vaccines	Year of Basic Immunization	Year of Last Booster	Vaccines	Year of Basic Immun	ization Year of Last Booster	
DPT Diphtheria Pertussis (Whoop	ing Cough) Tetanus		Oral Polio (Sabin) TOP	V.		
TD Tetanus Diphtheria			Injectable Polio (Salk)			

Tetanus		Tuberculin test given (most recent)
Measles (hard measles, red measles, rubella)		Hepatitis B
Mumps		Haemophilus influenza b (HIB)
Rubella (German measles, 3-day measles)		Other

PHYSICIAN'S Signature	Physician's Name			Phone	e Number	
SIGNATURE	Physician's Address		City		State	Zip Code
I have examined (partici	ipant)	Date of F	orm Exam	Date of F	orm Comp	letion
Licensed Physician's S	ignature			Form Cor	npleted By	
				Initial if comp	leted by nurse or	physician's assistant



Important Household Information

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Household				
Security System Company		Phone	Key Pad Code	False Alarm Password
Garage Door Keypad Code	Extra keys (house/cars/sh	ned) are located		
Electrical fuse box/circuit breaker b	ox is located Water cuto	off valve(s) is/are located	Thermostat(s)	is/are located
Neighbors				
Name	Phone Number	Name	Pho	ne Number
Address	Availability	Address	Ava	ilability

Services

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



Important Phone Numbers

International Nanny Association nanny.org info@nanny.org 888.878.1477

EMERGENCY CALL 911

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

Father Employer Name				Mother Employer Name				
Employer Address				Employer Addre	SS			
Office Phone	Mobile Phone	Email		Office Phone		Mobile Phone		Email
School Name			Grade/Teacher		Ma	in Phone		Sick Phone
Alternate Contact N	lame		Relationship				F	Phone Number
Alternate Contact N	lame		Relationship				 F	Phone Number

Pediatrician	Address	Phone Number
Poison Control Center	Address	Phone Number
Dentist	Address	Phone Number
Hospital	Address	Phone Number

Emergency/Evacuation Meet Up Instructions



Important Phone Numbers

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EMERGENCY CALL 911

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

Child's Personal Information Name			Child's Person Name	Child's Personal Information Name			
Date of Birth Social Security Number		Date of Birth	Soci	al Security Number			
Sex	Hair	Eyes	Sex	Hair	Eyes		
Allergies			Allergies				
Medical Condition	ns/Medication		Medical Cond	litions/Medication			

Medical Insurance Information

Name of Insured/Employer

Insurance Company		Confir	mation Phone		
Employee ID	Group Numb	ber	Member Number		
Automobile Insurance Information Insurance Company					

Policy ID	Phone

Parental Authorization For Emergency Medical Treatment

In the case of accident or illness, should my child(ren)

become ill during the time that s/he is in the care of

(name of caregiver)

or suffers an 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 PRESCRIPTION PLAN IDENT	