

Neta's Nannies

**PO Box 2601,
Kings Beach, CA 96143
(530) 583-3579**

Nanny Application and Agreement For Independent Contractors

Please complete the following Nanny Application and Agreements. Then return them via US Mail with a copy of your Driver's License, Social Security card, and First Aid and CPR cards.

Name: _____ Age: _____ D.O.B.: _____

Cell Phone: _____ Home Phone: _____

E-mail address: _____

Mailing address: Street / PO Box: _____ City _____

State: _____ Zip: _____ Social Security #: _____

How long have you been in this area and from where did you move here from?

Current Physical Address: _____

First Aid current until: _____ Child/Infant and Adult CPR current until: _____

If not current, when and where will you be taking the class: _____

Please be sure and have a date set before retuning this application. This is required to get started

Days & Times available:

Days not available:

On a separate piece of paper, answer the following questions thoughtfully and in enough detail to give me an accurate sense of your personality. Number your answers and write them in a way that reflects the question. I would prefer this to be typed out and not hand written.

1. Do you have a car? List the year made, make, model, and color. I will also need to know the state it is registered in and the license plate number.
2. Do you have a police record? If yes, explain.
3. Have you ever been finger printed by another childcare service before?
4. Describe your childcare experience in detail. Include your strengths and talents.
5. Tell me about yourself and your interest and why I should contract with you. (Use no less than five adjectives to describe yourself.)

Child Care Experience (for quick reference)

Cared for nursing baby Y / N Prepared formula Y / N
Gave solid foods to baby Y / N Provided 24 hr. childcare Y / N
Gave medications Y / N Helped toilet train a toddler Y / N
Taught child to swim Y / N Cared for ill children Y / N
Experience with special needs children Y / N Student Teaching Y / N
Teaching Y / N Camp counselor Y / N Babysitting Y / N Other: _____

Experience by age of children:

Newborn Y / N 6-24 months Y / N
2-5 yrs. Y / N 6-12 yrs. Y / N Teenagers Y / N

What is your favorite age group? _____

Health

How is your general health? _____

What is your energy level? _____

Do you take any prescription medications? Y / N What are they for? _____

If relevant, what are you taking? _____

Allergies: _____ Psychological problems: _____

Are you physically able to do this job? Y / N

Do you smoke? Y / N Are you involved in sports? Y / N

In the case of an emergency whom should we contact (family Doctor and/or nearest relative) _____

Education / Interests

Highest level of education: _____

List Schools/Colleges: _____

What courses did you take that could help you with this job? _____

Do you swim? Y / N How well do you swim? _____

Do you like pets? Y / N Do you have pets? _____

Special interest or hobbies: _____

What are some indoor activities you would do with children ages 4 to 14 years old?

Past Employment: Please do not duplicate your references. I need six different ones on this page.

1) Name of Business: _____ Supervisors Name: _____

Your job or position: _____ Phone Number: _____

Start Date: _____ End Date: _____ Reason for Leaving: _____

2) Name of Business: _____ Supervisors Name: _____

Your job or position: _____ Phone Number: _____

Start Date: _____ End Date: _____ Reason for Leaving: _____

Personal Reference:

Provide a professional personal reference that has known you for at least three years. Do not list a reference that was listed above or below.

Name: _____ Occupation: _____ Phone: _____ Years acquainted: _____

Tell me how you know one another and describe your relationship:

Childcare References:

List the names of three people that have seen you caring for children. The names of the children you cared for and their ages when you started. Start dates and ending dates. Describe your responsibilities and duties and any "Special Needs". Use the back of this page if you need to continue.

1) _____ Phone# _____

2) _____ Phone# _____

3) _____ Phone# _____

Authorization:

I _____ acknowledge that you have advised me that you may request a background check which may include information on my character, general reputation, education, personal characteristics, driving record, police record, and past employment. I hereby authorize you to obtain such a report. I acknowledge that I have read and understand this statement and all statements made, and the information provided on the employment/sub-contracting application, of which this is a part, are true to the best of my knowledge. I agree to release and promise to hold Neta's Nannies harmless for any act of the employee/contractor. I also agree to hold Neta's Nannies harmless of any claim as a result of the placement.

I have read the above and agree (signature): _____ **Date** _____

INDEPENDENT CONTRACTOR AGREEMENT

I _____ acknowledge and agree that I shall be an independent contractor and not an employee, agent, joint venture, or partner of Neta's Nannies. Furthermore, nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Neta's Nannies and Nanny.

I _____ acknowledge and agree that I shall be responsible for my own business expenses, payment of all federal and state taxes, taxes levied, unemployment, workmen's compensation, health or any other insurance cost. Neta's Nannies will not make any tax payment or any state or federal unemployment distribution on Nannies behalf.

I _____ agree to hold Neta's Nannies harmless for any injury, accident, or property damage of other mishap that may occur while performing its service as an independent contractor for Neta's Nannies. Nanny shall indemnify and hold Neta's Nannies harmless from any claim, damage or liability associated with any unsatisfactory work performed by nanny.

Nanny and Neta's Nannies may each terminate this agreement at any time upon verbal or written notice to the other party.

Signature _____ Date _____

Agreement

Agreement between (Nanny, herein referred to as "Nanny" or "I"): _____ and Neta's Nannies.

Neta's Nannies is acting solely as a referral agent and at no time will be the employer. The Nanny is under no obligation to accept any referral to or a job from anyone Neta's Nannies refers the Nanny to.

I understand and agree that when I am 100% confirmed with a client that it is my responsibility to call the client to confirm and to show up 10 minutes early for the client. If I am unable to meet my obligation, I will contact Neta's Nannies ASAP and if I do not meet my obligation I may be subject to a \$20 cancellation fee for her trouble in rescheduling.

I hereby certify that my claimed identity is genuine and true and I also certify that all the information in the application, essays and additional information given to Neta's Nannies by added means are true in all respects.

I hereby relinquish all claims or possible liability from Neta's Nannies. At no time will Neta's Nannies be held responsible for any damage or loss resulting from employment from a Neta's Nannies referral, including any acts of commission or omission on my part or the part of the employer family. I also agree that Neta's Nannies will not be held liable for the reimbursement of any fees arising from traveling to or from the set job or any possible court costs or lawyer fees stemming from any claim that may be made by any person.

I understand that I must inform Neta's Nannies of any contracts or job offers that may come about in the course of or as a result of any job with Neta's Nannies. I also agree not to accept any job with a present or past client of Neta's Nannies without written consent of Neta's Nannies.

Neta's Nannies is not obligated to find me a position and will not be held responsible if an employment is unsuccessful.

I agree to keep all information given to me about prospective employers confidential and will continue to keep that confidential at all times in respect for the families' privacy.

I agree to follow the rules laid down by the American Arbitration Association stating that any problems or breeches of contract arising from this agreement must be settled by arbitration and any judgment made by the arbitrators may be entered in any court having jurisdiction thereof.

I understand that Neta's Nannies and my employer will rely on information in which I provide on my application, forms provided by Neta's Nannies, and other records and/or statements in which I may provide. I give permission to Neta's Nannies and any prospective employer to verify and use the information for employment purposes, which I provide during an interview or in writing. I agree that Neta's Nannies may cancel its agreement to assist me in finding employment and/or that my employer may dismiss me immediately if any part of the information is not true.

I have read and understand all of the foregoing provisions of this contract and I confirm my agreement with all that is contained in the contract by signing my signature below:

I agree to neither be in competition with Neta's Nannies nor will I ever be listed on any babysitting lists that Neta's Nannies is already listed on. I also have agreed not to join any organization that Neta's Nannies is affiliated with after this date.

Signature _____ Date _____

Discipline Agreement

The following is from “Minimum Standards for Facilities for Children” contained 31133. Discipline must be fair, reasonable, and consistent and must be related to the offense.

- (A) Corporal punishment is not permitted, even if the child’s parent have given their consent.

- (B) Punishment connected with the functions of living, such as sleeping and eating, shall not be used.

Section 80341 of CAC, Title 22, Division 6, prohibits children in care from being subject to corporal punishment, humiliation, mental abuse, withholding of monetary allowance or punitive interference connected with daily function of living, such as eating or sleeping.

Corporal punishment is bodily contact punishment and includes spanking, hitting, swatting, punching, shaking, pulling ears, pulling hair, washing out of a child’s mouth with soap, and any number of similar punishments.

No form of behavior restraints, such as devices to confine a person to a bed, chair, or any other object, or to deprive a child of the use of arms, hands, or feet as a means of controlling behavior, may be used. No child shall be locked into a room at any time.

If you do not understand, agree or you just have a question about how to discipline when faced with a specific problem, talk with me before you sign this.

I have read and understand the regulation on discipline of children and agree to abide by them. I also agree that the failure to comply with these regulations would result in termination of contract labor with Neta’s Nannies.

Name: _____ **Date:** _____