



P.O. Box 1038 • Danville, CA 94526-1038
 Phone 925.743.0587 • Fax 925.743.9587

Prospective Employer Questionnaire (please print)

Mother's Name _____ Work Phone # _____
 Mother's Occupation _____ Hours Away From Home _____
 Father's Name _____ Work Phone # _____
 Father's Occupation _____ Hours Away From Home _____
 Home Address _____ Home Phone # _____
 City _____ Zip Code _____
 Fax _____ Pager/Cellular Phone # _____
 E-mail _____

Children

Name	(M/F)	Age	Name	(M/F)	Age

Do any of your child(ren) have special needs? (If yes, please describe): _____

Position offered is: Full-Time Live In Permanent
 Full-Time Live Out Summer Placement
 Part-Time Temporary

Do you live in: House Townhouse
 Condo Apartment

Does anyone else live in the home other than the above listed individuals? (If so, please indicate name, age, and if they will be in the home during the nanny's hours): _____

Dates you need a nanny: From _____ To _____

Please indicate nanny's hours and days off:

Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Sun.	Various

Will your nanny be driving? _____

If a vehicle is provided, what restrictions and responsibilities will you expect of your nanny? _____

Is the vehicle an automatic or clutch? _____

If your nanny's own car is required for use, what reimbursement arrangements will be made? _____

Will your nanny be driving the children?

To School To activities To friends' homes
From school From activities From friends' homes

What is your policy regarding the nanny receiving visitors, phone calls, using the television, stereo, etc.? (please be specific): _____

Will your childcare needs differ during school vacations and holidays? (If so, please explain): _____

If applicable, briefly describe living space you will provide your nanny. Will you provide a private bedroom and/or bath? _____

What is the salary range?

Monthly: Weekly: Hourly:
From _____ From _____ From _____
To _____ To _____ To _____

How often will nanny be paid? Monthly Weekly Daily

Please indicate any benefits you will offer your nanny:

Medical Dental Vacation Sick Leave

Please describe any other benefits you will offer your nanny: _____

Will your nanny be required to do housework?

Children's rooms Laundry Vacuuming Dusting
Master bedroom Mopping Bathrooms Misc.

Will your nanny be responsible for cooking meals?

Breakfast Snack Lunch Snack Dinner Snack

Does your family have a pet? Yes No

Type: _____ Name: _____

Will the nanny be responsible for the animal's care? Yes No

Please describe what your nanny's primary responsibilities will be:

Please describe what a typical day will be like for your nanny: _____

Please indicate any additional comments, concerns, or special situations or needs:

Please provide two character references:

Name: _____ Phone: _____

Name: _____ Phone: _____

Signature: _____ Date: _____



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Employer - Agency Agreement

This agreement is made this day by and between A Nanny Connection Employment Agency (**hereinafter "Agency"**) and _____ (**hereinafter "Employer"**). Employer has contacted Agency for the purpose of Agency assisting Employer in a search for a Nanny.

I. DESCRIPTION OF SERVICES

Agency will provide the following services in conducting the search for Employer:

1. Interview Employer
2. Obtain Employer Application, Employer Job Order, including Job Description
3. Personal Interview of Prospective Nannies
4. Obtain Resume, Application and References of Prospective Nannies
5. Conduct Background Checks for: Personal References, Immigration Eligibility
6. Verify Nanny current CPR/TB test/chest x-ray
7. Upon Employer hiring of Nanny and receipt of fee, submission of Trustline application, as required by law

The services listed above are the **ONLY** services provided by Agency. It is the sole responsibility of the Employer to hire the Nanny. The role of Agency under this agreement is to perform the services stated above and make Nanny referrals based on all information ascertained during the course of the search outlined in number 1 thru 7 above.

II. TERM OF AGREEMENT

This Agreement will remain in effect for 30 days. The agreement is renewable for additional 30-day intervals by written notification to Agency from Employer.

III. EMPLOYER RESPONSIBILITIES

1. Employer is solely responsible for the decision to hire the Nannies.
2. Employer is solely responsible for the review of all results of the search conducted by Agency, and Nanny interview. Employer is responsible to conduct its own independent investigation of any Nanny hired by Employer.
3. Employer will cooperate with Agency in ascertaining all necessary and accurate information for the Agency to make an informed referral to Employer, including Employer Application, Job Order and Job Description.
4. Employer will pay all fees and costs due to Agency prior to commencement of Nanny's employment by Employer.
5. Employer is responsible for all taxes and workers' compensation insurance related to the Employer-Nanny relationship mandated by federal and state law. Agency cannot

give any legal or tax advice. Qualified professionals and appropriate government agencies should be contacted for assistance.

6. Employer will accurately disclose to Agency the length of his or her employment agreement with Nanny, and whether the Nanny has been employed on a part or full time basis (as that term is defined below). Employer is also obligated to notify Agency if the length or part time/ full time status of said agreement changes within the first twelve (12) months of employment.

EMPLOYER UNDERSTANDS THAT AGENCY IS NOT THE EMPLOYER OF ANY NANNY REFERRED BY THE AGENCY

IV. FEES AND COSTS

All fees and costs must be paid to Agency prior to the commencement of employment of any Nanny referred to Employer by the Agency. The fees and costs are as stated below:

1. Legally Mandated Fees:

If applicable, once the Employer makes the decision to hire a Nanny, the Employer must provide to Agency a valid check in the amount of \$124.00 made payable to The Department of Justice. This is a mandatory fee required by law to to apply and submit fingerprints to Trustline.

2. Fees for Services:

A. Long-term Employment

Long-term employment is employment for a period of 12 weeks or more. Long-term employment includes both parttime and full-time (as defined below) Nannies. Long-term employment also includes both live-in and live-out Nannies. The Employer's fee for the placement of a Long-term/Full-time Nanny is \$1,200.00 or five weeks gross salary, whichever is greater. The Employer's fee for the placement of a Long-term/Part-time Nanny is \$800.00 or five weeks gross salary, whichever is greater.

B. Short-term Employment

Short-term employment is employment for a period of less than 12 weeks. Short-term employment includes both part-time and full-time Nannies. Short-term employment also includes both live-in and live-out Nannies. The Employer's fee for the placement of a Short-term Nanny is \$675.00.

C. Daily Employment

Nannies may be available on a daily basis for which the employment fee for the placement of a daily Nanny shall be \$25.00 per day.

D. Term Conversion

1. If at any time the Employer converts the Nanny from a Long-term/Part-time employee to a Long-term/Full-time employee, Employer will pay to the Agency the difference between the rate for Long-term/Full-time employment and the rate for Long-term/Part-time employment as provided in provision 2(A) hereof.

2. If the Employer continues to employ a Short-term Nanny beyond the 12 week (short-term) period, the Employer will pay to the Agency the rate as provided in provision 2(A) hereof to be determined by the status of the employee as either a Long-

term/Full-time employee or a Long-term/Part-time employee, after crediting the employer for the \$675.00 paid pursuant to provision 2(B) hereof.

3. The conversion, as referred to in this provision (D)(1) and (2) shall be considered complete at any time an employed Nanny works in excess of 20 hours in any week.

4. All fees for term conversion are due within 10 days of the date of conversion of the term. Any fees outstanding after 10 days will be subject to a late charge of \$10.00 per day retroactive back to the date when the fees first came due.

E. Part-time and Full-time Defined

1. Part-time is defined as an employment arrangement for 20 hours per week or less.
2. Full-time is defined as an employment arrangement greater than 20 hours per week.

3. Flight Costs:

The Employer will pay all flight costs of Nanny for arrival from and return to Nanny's place of origin under all circumstances, with the following sole exception:

- a. If the Nanny terminates the employment without reasonable cause, the Nanny will be responsible for the return flight costs.

ALL FEES AND COSTS ARE TO BE PAID PRIOR TO THE COMMENCEMENT OF THE EMPLOYERNANNY RELATIONSHIP. ANY FEES OUTSTANDING ARE SUBJECT TO A FINANCE CHARGE OF 1.5% FOR EACH 30-DAY PERIOD THEY ARE OUTSTANDING. EMPLOYER IS RESPONSIBLE FOR ALL COSTS AND Attorneys' FEES ASSOCIATED WITH THE COLLECTION OF THE OUTSTANDING FEES.

V. FEE REFUND

Once the decision to hire a Nanny is made, the fees described above are due and payable to Agency prior to the commencement of the Employer-Nanny relationship. Once the decision to hire is made, the fee is entirely non-refundable with the following sole exceptions:

- a. In the case of a Short-term Nanny, whether Full-time or Part-time, if the Nanny terminates the employment within the first 14 days of the employment period, without cause, or is terminated for misconduct, the Employer shall be entitled to one additional Nanny search and no search cost to Employer.
- b. In the case of a Long-term Nanny, whether Full-time or Part-time, if the Nanny terminates the employment within the first 90 days of the employment period, without cause, or is terminated for misconduct, the Employer shall choose between a refund of 1/2 of the search fee or obtain an additional search at no additional search fee.

VI. CONFIDENTIALITY

The Employer agrees to keep all information about prospective Nannies confidential. Any disclosure of any information regarding a prospective Nanny which in any way contributes to the Nanny being hired by a third person will result in the Employer being responsible to Agency for all applicable fees and costs set forth under the terms of this agreement. Additionally, Employer's disclosure could subject Employer to damages related to the invasion of Nanny's privacy.

VII. INDEMNIFICATION

Employer agrees to indemnify and hold harmless Agency from any and all claims against Agency arising out of and/or in any way related to this Agreement and/or Employer's agreement with any Nanny. This indemnification and hold harmless agreement will include, but not be limited to, any claims Employer may have or obtain against Nanny, for any acts, omissions or other causes during or after the employment period, whether occurring within the scope of the employment or outside of the scope of employment. This indemnification and hold harmless agreement will also include, but not be limited to, any claims Nanny may have or obtain against Employer, for any acts, omissions or other causes during or after the employment period, whether occurring within the scope of the employment or outside of the scope of employment. Employer agrees to pay all attorneys' fees, expert fees, non-judicially recoverable costs and court costs incurred by Agency in defending itself from any action brought by Nanny or Employer against Agency and/or one another for any and all claims as stated herein.

VIII. NO GUARANTEES

Nothing in this agreement is to be construed in any way as a guarantee of the satisfactory placement of the Nanny hired by Employer. The Employer is solely responsible for verifying all information and all reference supplied by the Agency regarding prospective Nannies, and is responsible for conducting its own independent investigation of any Nanny it hires. The Employee understands that the Employer is solely responsible for the decision to hire the Nanny.

IX. ATTORNEYS' FEES

In the event there is a dispute between the parties hereto arising from this agreement, the prevailing party shall be entitled to recover all attorneys' fees, expert fees, non-judicially recoverable costs and court costs associated with the dispute.

X. CHOICE OF LAW

In the event there is a dispute between the parties hereto arising from this agreement, the Law of the State of California pertaining to contracts entered into and to be performed in the State of California shall control as to the resolution of all issues which may arise in a legal action commenced as a result of the dispute. Any actions commenced for any dispute arising out of this agreement shall have as its sole, proper and exclusive venue the appropriate court within Contra Costa County, California.

XI. INCORPORATED DOCUMENTS

The Employer application, Job Order and Job Description are to be attached hereto and are incorporated as part of this agreement as if set forth fully herein.

XII. ENTIRE AGREEMENT

This agreement and those documents referred to in provision XI above make up the entire agreement between the parties. No other documents nor agreements whether written or oral are part of this agreement. This agreement supersedes all other oral or written agreements between the parties hereto, which may be claimed to exist. This agreement may not be assigned by Employer to any person without Agency's prior written consent.

XIII. EXECUTION

The undersigned agree that they have fully read and understand each provision set forth in this agreement and acknowledge same by their signatures below.

Dated: _____

Dated: _____

Employer: _____

For Agency: _____

Please print out the application and agreement then mail them to:

A Nanny Connection, Inc.
P.O. Box 1038
Danville, CA 94526-1038

Thank you for choosing
Nanny Connection