

morningside nannies

FAMILY GUIDE

Welcome Booklet



(713) 526-3989

info@morningsidenannies.com

morningsidenannies.com

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WELCOME LETTER

All children in childcare deserve to have a caring, warm and responsive caregiver who provides a loving and nurturing environment.

Since 1992, Morningside Nannies has been helping Houston-based families find compassionate caregivers who strive to provide the highest quality, personalized and attentive in-home childcare.

Morningside Nannies represents only the most qualified, experienced and well-referenced nannies, and excels at matching the right nannies with the right families.

Why Nanny Care?

CONSISTENT CARE

When children receive one-on-one care, the interactions they have with a trusted caregiver helps give them the sense of self-worth and security needed to confidently explore their world and how they fit into it. When a child develops a healthy relationship with a consistent caregiver, it helps to create a stress-free environment where the child thrives.

How children function as they grow into adulthood hinges on the experiences they have during the first few years of their lives. If children are raised by caring and attentive adults and are in a safe, stable and predictable environment, experts tell us that they are more likely to do better in school and in other crucial areas of life.

Brain development during the first years of a child's life is very rapid and is vulnerable to environmental influence. During the formative years, both positive and negative influences may have a lifelong effect on children.

CUSTOMIZED CARE

A nanny is hired by parents to provide customized, personalized and attentive care to the couple's children in the family's private home. Nannies meet the physical, emotional, social and intellectual needs of the children in their care.

Nannies do more than entertain the children; they engage them by providing age-appropriate activities to enjoy together. On a typical day with his nanny, your child may enjoy a walk to the park, a play date with a group of similarly aged friends, a nutritious lunch, a few stories and a restful afternoon nap. These types of intentional interactions increase language and social skills, provide an opportunity for children to safely explore their environments and build the foundation for self-discipline.

Unlike in a daycare setting, where caregivers must focus on all the needs of all the children, a nanny is only concerned with your children. Since nannies care for children in their own homes, they aren't exposed to the myriad of germs and infectious diseases found in daycare settings, which means fewer trips to the doctor's office and fewer prescriptions of antibiotics.

CONVENIENT CARE

Since a nanny is your employee, you establish the framework for your employment relationship. Not only do you get to handpick your child's caregiver, you set the hours, the salary package and the standards of care you wish upheld. Unlike in a daycare center, where your child has to adapt to the rules and regimens of the program, you can work with your nanny to establish the care environment and daily schedule that best meets your child's needs.

Having to get yourself out of the house on time can be a battle, never mind having to get the children up, ready and out the door for daycare. Since your nanny comes to your home, she can arrive well before you need to leave for work, allowing you and your children to get ready and enjoy a stress-free start to the day.

And if you're running a few minutes late, there is no need to pay your nanny an astronomical per minute late fee – a simple phone call stating that you are on your way will due. Nannies understand that flexibility on the job is required.

While daycares have strict requirements regarding sending mildly ill children to their centers, nannies are accustomed to caring for mildly ill children, which means you don't have to worry about finding back-up care or calling out of work sick.

And speaking of sickness, while children cared for by nannies have many social opportunities, nannies can limit a child's exposure to sick children, therefore limiting his germ exposure. A child cared for by a nanny at home will get sick less often than a child who is cared for by a variety of teachers at a daycare center. Unlike at daycare centers, where children are at constant risk of being exposed to illnesses carried by the other children they are around, a nanny can limit the child's exposure to sick children, which will reduce the likelihood of him getting sick.

COST EFFECTIVE CARE

While some parents write-off hiring a nanny, believing it's an option that isn't affordable, the truth is when parents have more than one child requiring childcare or work untraditional hours, nanny care can be more cost-effective than daycare. In addition to not having to pay premiums and fees for early and late care, parents pay per family, not per slot.

Parents who pay their nannies legally and in compliance with tax laws are also eligible for significant tax savings and credits. Parents who have access to Dependent Care Accounts through their employers can also qualify for substantial childcare savings.

Not every nanny is the right nanny for every family. Morningside Nannies excels at helping nannies and families find the right employment match. Contact a placement specialist directly at (713) 526-3989 to begin your childcare search today.

OUR CAREGIVER SCREENING PROCESS

Since 1992, Morningside Nannies has helped Houston-area families find prescreened, qualified nannies to meet their family's childcare needs.

Morningside Nannies only represents the most qualified, experienced and well-referenced nannies.

All of our childcare providers at a minimum must:

- Complete an application and have a personal interview
- Have prior childcare work experience
- Have verifiable, professional childcare references
- Be legally able to accept employment in the United States
- Be able to read, write and speak English fluently
- Have a valid driver's license with a good driving record and current auto insurance
- Have access to a vehicle to be used for the transportation of children
- Have had a background check
- Be a non-smoker
- Be at least 19 years old
- Have a high school diploma, GED or formal education in child related studies
- Have current CPR/First Aid certification or be willing to obtain it prior to a job start date

To be eligible for placement, all caregivers must:

COMPLETE A WRITTEN APPLICATION

With a completed application, we learn about a candidate's education, childcare training, volunteer experience, health, family history, personality, outside interests and skills.

PROVIDE A DETAILED WORK HISTORY

From a candidate's work history, we discover previous employers' names, phone numbers and occupations, as well as details about the position the nanny held. The nanny's responsibilities, dates of employment, ages of the children cared for and the reason the position ended will also be gleaned from gathering work history information.

HAVE A PERSONAL INTERVIEW

From our personal interview of the candidate, we are able to assess the nanny's level of professionalism, personality and experience.

COMPLETE SAFETY, KNOWLEDGE AND PERSONALITY ASSESSMENTS

With our safety and knowledge assessment, we learn the nanny candidate's level of literacy, childcare skills, knowledge of child development and first aid competency. With our personality assessment we learn each candidate's strengths and which type of management style and work environment suits the candidate best.

PROVIDE DOCUMENTATION

With copies of the identifying documents on file, we have vital information about the candidates we represent.

SUBMIT TO A BACKGROUND CHECK

We access criminal convictions, arrests, sexual offender registries, department of corrections and traffic and administrative court records from across the United States. We also check criminal records at the appropriate county level.

We confirm each candidate's identity with an Identity Verification Report. We use the name, address, date of birth and Social Security Number supplied by the candidate to verify the accuracy of the information provided and to identify potential fraud. With this report, the results of a Social Security Trace and National Fugitive Search are included.

We also learn about a candidate's driving history through a motor vehicle record search.

OUR PLACEMENT PROCESS

Step 1

REGISTRATION

Once you're ready to begin your caregiver search, your first step is to register with Morningside Nannies. Once you are registered with our agency, we begin the process of helping you find the right caregiver for your family.



Step 2

INTERVIEW

Once you've registered, a placement specialist will contact you to learn more about your family and your childcare needs. Our placement specialist will ask you lots of questions to help develop an accurate job description and help to identify the qualities your ideal candidate should possess.

Step 3

CANDIDATE REVIEW

Once your placement specialist has a good understanding of your family's caregiving needs, the characteristics of your ideal candidate and your job description, she will present you with caregiver profiles of prequalified and prescreened candidates for your consideration. These profiles are delivered via PDF files straight to your e-mail inbox.

Step 4

CANDIDATE INTERVIEWS

Once you've had a chance to review caregiver profiles, our placement specialist will ask for feedback on those candidates that she has presented. She'll arrange telephone, virtual and in person interviews with those caregivers you are interested in learning more about.



Step 5

JOB OFFER

Once you've found a candidate you wish to hire, notify your placement specialist and present your candidate with a job offer. Your placement specialist will complete the final portion of the candidate's background screening, present you with her complete file and the agency's placement fee will be collected.



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FAMILY REGISTRATION FORM

Thank you for trusting Morningside Nannies to assist you in meeting your childcare needs. After reviewing your completed registration form, a placement specialist will begin your search. You can also contact a placement specialist directly any time Monday through Friday between 8:30 AM and 5:00 PM by calling (713) 526-3989. Registration on-line is preferred at MorningsideNannies.com.

Desired Start Date: _____

Today's Date: _____

PRIMARY PARENTAL CONTACT

First Name:		Last Name:	
Street Address:			
City:	State:	Zip Code:	Email:
Home: <small>preferred number to call <input type="checkbox"/></small>	Cell: <small>preferred number to call <input type="checkbox"/></small>		Work: <small>preferred number to call <input type="checkbox"/></small>
Secondary Parent Contact:			Phone:

YOUR CHILDREN OR FAMILY MEMBERS NEEDING CARE

NAME	GENDER	DATE OF BIRTH
	Male <input type="checkbox"/> Female <input type="checkbox"/>	
	Male <input type="checkbox"/> Female <input type="checkbox"/>	
	Male <input type="checkbox"/> Female <input type="checkbox"/>	
	Male <input type="checkbox"/> Female <input type="checkbox"/>	

Please share any special care needs or concerns:

FAMILY CARE NEEDS

Type of Employment

- ☐ Full-time
- ☐ Part-time
- ☐ Undecided

Length of Employment

- ☐ Long-Term
- ☐ Summer

Type of Provider

- ☐ Live-In
- ☐ Live-Out
- ☐ Either

Live-In Accommodations (if applicable):
Please check the accommodations that best describe the accommodations your live-in nanny will have.
At minimum, live-in nannies must have a private bedroom.

- ☐ Private Bedroom
- ☐ Private Bathroom
- ☐ Private Entrance
- ☐ Basement Apartment
- ☐ In-law Apartment

Weekly Schedule

Start Time:

End Time:

MONDAY		
TUESDAY		
WEDNESDAY		
THURSDAY		
FRIDAY		
SATURDAY		
SUNDAY		

Will the nanny have non-childcare related housekeeping responsibilities?

☐ Yes

☐ No

Nannies are typically responsible for all tasks related to providing childcare including doing the children's laundry, cleaning up after meal preparation and keeping the children's areas neat, clean and organized.

If yes, non-child care or senior care housekeeping duties include:

☐ Family Laundry

☐ Family Meal Preparation

☐ Pet Care

☐ Complete House Cleaning (bathrooms, floors, bedrooms, etc.)

☐ Other _____

Will your nanny have the following responsibilities?

☐ Driving the Children

☐ Helping with Homework

☐ Swimming with the Children

☐ Traveling with the Family

Does your home have a pool?

☐ Yes

☐ No

Will you provide a car for your nanny's on duty use?

☐ Yes

☐ No

If your nanny will be using her own vehicle to transport the children confirm her insurance policy allows for transporting children for work and she should be reimbursed for mileage in accordance with the IRS standard mileage reimbursement rate. If she is using your vehicle, be sure to add her to your policy as an additional driver.

Please provide the names of those who live in your home and their relation to the children:

Name _____ Relationship to the child _____

Name _____ Relationship to the child _____

What is the gross salary range for your position (before taxes)?

Gross Hourly Minimum

\$ _____

Gross Hourly Maximum

\$ _____

Gross Weekly Minimum

\$ _____

Gross Weekly Maximum

\$ _____

Are there any special circumstances the employee should be aware of?

Please include any lifestyle, religious and dietary preferences or practices the nanny should be aware of. Please also include any family medical, health issues or allergies and if the parents are separated or divorced.

How many weeks of paid vacation will you provide each year?

☐ 1 week ☐ 2 weeks ☐ 3 weeks ☐ 4 weeks or more

Full-time nannies are paid 52 per weeks per year and typically receive two weeks of paid vacation. If two weeks are provided, one is typically at the nanny's discretion and one at the family's. If the family opts to travel without the nanny, she should be paid her normal rate.

What additional benefits, if any, will you provide?

- ☐ Partial Contributions to Health Insurance
- ☐ Full Health Insurance
- ☐ Paid Sick Days
- ☐ Paid Personal Days
- ☐ Paid Professional Development Days

Please indicate which additional benefits you wish to provide your employee. While you are not required to offer benefits by law, a competitive benefits package helps attract and retain qualified providers.

I understand I am legally required to deduct FUTA/FICA payroll taxes and agree to do so.

☐ Yes ☐ No

The IRS has ruled that nannies are not independent contractors and are employees of the families for whom they work. All nannies are required to be paid at least minimum wage for every hour worked. Live-out nannies are also entitled to overtime for all hours worked over 40 in a 7-day period.

CLIENT AND MORNINGSIDE NANNIES SERVICE AGREEMENT

Morningside Nannies Client Service Agreement

☐ I Agree to the Morningside Nannies Client Service Agreement

Please review the agreement attached. By signing below you agree you accept both our GENERAL TERMS AND CONDITIONS FOR PLACEMENT SERVICES and CREDIT CARD USAGE TERMS AND CONDITIONS.

Signature

Print Name

Date

Morningside Nannies Registration Fee: **\$100.00**

Please charge my search and referral fee to (click to check card type)



Credit Card Number: _____

Expiration Date (MM/YY): _____ Security Code: _____

Cardholder Name: _____

Billing Address for the Credit Card Above

Street: _____ City: _____ State: _____ Zip Code: _____

Client Service Agreement

Morningside Nannies ("MN") and _____ ("Client") enter into this Client Service Agreement (the "Agreement").

1. Services: Client desires to hire an employee ("Candidate") to provide childcare, eldercare, housekeeping or other domestic services. MN is a referral agency and will make reasonable efforts according to applicable law to refer Candidates to Client. However, Client understands and agrees that employing a Candidate is ultimately Client's decision, and that signing up with or paying MN does not guarantee that MN will find a suitable Candidate for Client. Agency will attempt to contact client by phone, email, and/or text message. Clients who are non-responsive to communications for 30 days will have their search closed.

2. Client Is Candidate's Employer: MN is not a party to any agreement made between Client and a Candidate. Client understands and agrees that the Candidate's work schedule, compensation, and the method, manner and means of employment, and any other terms and conditions of employment, will be determined by Client and the Candidate. MN will not be responsible for the Candidate's direction, supervision, control or compensation, and MN is not the Candidate's employer or co-employer with Client. Rather, Client will be solely responsible for the Candidate's direction, supervision, control and compensation, and Client understands and agrees that Client is the Candidate's employer. Accordingly, Client understands and agrees that Client will be responsible for all employer related taxes, withholdings, worker's compensation insurance, obligations and requirements according to applicable law.

3. Confidential Information: Client understands and agrees that, to the maximum extent allowed by law, all information and materials about Candidates are to be kept strictly confidential, are the property of MN, and are to be used only in conjunction with MN's referral services. If Client provides Candidate information to another party and the other party hires or otherwise engages the Candidate without compensating MN its full fees, Client will be responsible for paying MN's full fees as stated in this Agreement as if MN had placed the Candidate with a client.

4. Fee Schedule: Client agrees to pay MN a non-refundable \$100 Search Fee to begin the placement process. This search fee is valid for one year from the date of registration. Additionally, in the event Client employs or otherwise engages the services of a Candidate referred or introduced by MN to Client, at any time from within one year of the date of MN's referral or introduction of the Candidate to Client, for any position even if not for the position originally sought by Client, Client agrees to pay MN six weeks of the Candidate's Total Gross Annual Compensation as a Referral Fee for full-time placements, 35 hours a week or more or eight weeks of the Candidate's Total Gross Annual Compensation as a Referral Fee for part-time placements.

"Total Gross Annual Compensation" includes all compensation in whatever form, including but not limited to hourly wages, salary, bonuses, and the value of insurance and room and board, received by the Candidate from Client during the Candidate's first year of employment with Client. Total Gross Annual Compensation is calculated by multiplying the Candidate's weekly compensation by 52, or monthly compensation multiplied by 12, regardless of the duration of employment. Client agrees to provide MN with the Candidate's start date and to accurately report all of the Candidate's Total Gross Annual Compensation to MN. If the Candidate's compensation increases during the first year of the placement, Client agrees to inform and pay MN for any additional compensation according to the terms of this Agreement.

Client agrees to pay MN a Referral Fee for each Candidate Client employs or otherwise engages. Client agrees to pay MN all fees owed pursuant to this Agreement as soon as a Candidate referred by MN accepts an offer of employment or other engagement from Client, and in any case by no later than 24 hours before the Candidate's first day of work for Client. Client understands and agrees that Client's hiring or other engagement of a Candidate referred by MN will constitute Client's acceptance of the terms and conditions of this Agreement even if Client does not return this executed Agreement to MN.

Except as otherwise stated in this Agreement, all fees are non-refundable, earned in full, and due and payable according to the terms of this Agreement. If any fees or portions thereof are not paid when due, MN will charge interest on the unpaid amount of the fee. Interest will be calculated by multiplying the unpaid balance by the periodic rate of .5% per month (SIX PERCENT [6%] ANNUAL PERCENTAGE RATE). The unpaid balance will bear interest until paid. If Client's account is turned over to an agency or other person or entity for collection, all fees and interest, including but not limited to attorney's fees and costs, incurred relating to the collection activity will be added to Client's original balance, become payable to MN according to the terms of this Agreement, and Client agrees to pay MN all such fees, costs, and interest. Finally, Client agrees to pay MN any charge MN incurs if Client's check or other payment is returned or refused for any reason.

Client agrees to provide MN with a valid credit card number, expiration date, security code and other information; understands and agrees that MN shall charge Client's credit card for all fees and charges owed to MN if Client fails to pay all fees and charges in a timely manner according to the terms of this Agreement; hereby irrevocably authorizes MN to place charges on said account in accordance with this Agreement; and agrees to pay all such charges and fees billed to Client's credit card according to the terms of this Agreement. Client will immediately give MN new credit card information and an authorization for the new credit card(s) should Client cancel the credit card or should Client's ability to use the credit card cease for any reason.

5. Replacement Policy: Upon fulfillment of all the conditions listed herein, subject and limited to the terms of this Agreement, for long term, full-time (35 hours or more per week), live-out placements only, if the initial Candidate leaves Client's employment or other engagement with Client within 90 days from Candidate's first day of employment or other engagement with Client, MN will make reasonable efforts according to applicable law for 30 days to provide additional referrals for a maximum of one replacement Candidate to Client.

MN's obligation to refer a replacement Candidate is expressly conditioned on Client's (1) satisfaction of all of his or her obligations under this Agreement, including but not limited to payment of all MN's fees and charges in a timely manner; (2) providing a signed copy of this Agreement and a written work agreement between Client and the Candidate to MN within two weeks of the Candidate's first day of employment or other engagement with Client; (3) written notification to MN (which includes the date of and reason for the termination) within seven days of (a) the Candidate's last day worked for Client; or (b) when Client makes the decision to terminate the Candidate; or (c) when the Candidate gives notice to Client of his or her intent to leave employment with Client, whichever is earlier; (4) abiding by all applicable laws and regulations; (5) not materially changing the Candidate's job duties or job description; and (6) not engaging in any acts of harassment, abuse, or moral turpitude with a Candidate. Determining compliance with these conditions is in the sole and absolute discretion of MN as allowed by law.

Client further understands and agrees that MN's requirement to provide one replacement Candidate is void if Client (1) does not make an offer of employment to a Candidate within the 30 days that MN shall search for a replacement Candidate; or (2) if Client fails to interview any replacement Candidates within one week of MN's referral of the replacement Candidate(s) to Client; or (3) Client employs another employee referred from a source other than MN.

If Client fails to satisfy all of these aforementioned conditions, MN shall have no further obligations to Client. MN's obligation to refer a replacement Candidate shall not apply if the Candidate gives Client notice of her or his intention to terminate her or his employment with Client at the end of the applicable replacement period or any time thereafter.

If Client requires any replacement Candidates beyond the first replacement Candidate during the 90 day replacement period or after the 90 day replacement period but within the twelve months following the original Candidate's first day of employment or other engagement with Client, Client agrees to pay MN 50% of a new Referral Fee as provided for in this Agreement. This offer for a 50% Referral Fee only applies to long-term, full-time, live-out Candidates under the conditions described in this Agreement.

6. DISCLAIMER/HOLD HARMLESS/LIMITATION OF LIABILITY: Except as expressly stated in this Agreement, MN assumes no liability or responsibility for, and makes no express or implied guarantees, representations or warranties about, any information, material, services, referrals, Candidates, independent contractors, employees or potential employees (including but not limited to the qualifications or performance of Candidates) it provides to Client. **Client's use of MN's services is at Client's own risk.** Additionally, MN does not employ or exercise control or discretion over Candidates or any person referred by MN to Client, and disclaims all responsibilities for such individuals' conduct, misconduct, negligence or omissions.

Additionally, to the maximum extent permitted by law, Client shall indemnify, defend and hold MN and its owners, agents, employees, officers, directors, representatives, attorneys, and affiliated persons and entities harmless against any damages or liability whatsoever arising out of or in any way in connection with Client's conduct, negligence, omission(s) or misconduct.

In no event shall either party be liable for consequential, incidental, exemplary, punitive, special or indirect damages of any kind. Further, a party's aggregate liability for damages of any kind under this Agreement – excluding Client's potential financial responsibilities in Section 3 of this Agreement; the fees, costs and interest related to collections as referenced in Section 4 of this Agreement; and the indemnity, defense and hold harmless provision in Section 6 of this Agreement – shall be limited to the amount of the Referral Fee(s) received by or owed to MN from Client, whichever is greater. If any waiver, exclusion or limitation of damages is not permitted by law, the parties' liability to each other is limited to the maximum extent permitted by law.

7. Miscellaneous: This agreement shall be governed by and construed in accordance with the laws of the State of Texas. Any action or proceeding commenced regarding this Agreement or the subjects herein shall be brought in Harris County, Texas.

This Agreement is entered into by MN and Client without reliance upon any statement, representation, promise, inducement, or agreement not expressly contained herein. This Agreement constitutes the entire agreement between MN and Client and supersedes all prior oral and written agreements between MN and Client with respect to the subjects covered in this Agreement. This Agreement shall not be amended or modified except in a mutually agreed upon writing signed by Client and an authorized representative of MN expressly stating an intent to modify or amend this Agreement.

Client represents that he or she has carefully read and fully understands the scope and effect of all of the provisions of this Agreement; that he or she has had all such time that he or she desires within which to consider this Agreement; that he or she has had the opportunity to consult with an attorney of his or her own choosing and at his or her own expense to review this Agreement; and that he or she has availed himself or herself of this opportunity to the extent, if any, that he or she wished to do so.

The terms of this Agreement are severable. The invalidity or unenforceability of any provision within this Agreement shall not affect the application of any other provision, provided that the essential terms and conditions of this Agreement for each party remain valid, binding and enforceable. Further, consistent with the purposes of this Agreement, any otherwise invalid provision of this Agreement may be reformed and, as reformed, enforced by any party to this Agreement.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original. Failure or delay on the part of any party to exercise any right, remedy, power or privilege under this Agreement shall not operate as a waiver of any right, remedy, power or privilege. Each party agrees that the other party is not responsible for any events or circumstances beyond its control (including but not limited to war, riots, embargoes, strikes and or acts of God) that prevent the party from meeting its obligations under this Agreement.

Neither party shall assign or transfer this Agreement or any interest herein without the prior written consent of the other party. The rights and remedies provided in this Agreement shall be the sole and exclusive rights of the parties against one another relating to the subject matter of this Agreement. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose. Sections 3, 4, 6 and 7 of this Agreement shall remain in effect even after termination of this Agreement.

The parties hereby certify, represent and warrant that they have carefully read this Agreement, that they fully understand its final and binding effect, and that they agree to all its terms and conditions.

Client(s):

_____	_____	_____
Printed Name	Signed Name	Date

Client(s):

_____	_____	_____
Printed Name	Signed Name	Date

Morningside Nannies:

_____	_____	_____
Printed Name	Signed Name	Date

FEE SCHEDULE

There are many things to consider when evaluating the fees a nanny placement agency commands. At Morningside Nannies, you'll find our fee structure competitive both locally and nationally with other respected placement agencies.

To start your search, we require a **\$100.00** registration fee (search fee). Should you hire one of our candidates for an ongoing nanny position, our referral fee is equivalent to six weeks of the nanny's gross weekly wages for full-time roles and eight weeks for part-time. This fee is payable upon the nanny accepting your job offer. Morningside Nannies reserves the right to close a search if a client is non-responsive for 30 days.

At Morningside Nannies, we excel with matching the right nannies with the right families. The referral fee covers the cost of screening your candidate and the time required to carefully match a nanny's skills, experience and personality with your caregiver expectations and preferences.

We are currently only accepting full and part-time nanny searches that offer competitive wages and industry standard benefits.

Please remember, regardless of how you source your nanny, you must follow tax and labor laws specific to household employers.

NANNIES

Average Hourly Rate: \$20 – \$26+ for Full-time / \$22 – \$30+ for Part-time

Nannies are employed by parents to provide attentive, customized and personalized childcare to the couple's children in the family's private home. Nannies may be employed on a full-time or part-time basis and may live with their employing family or may live in their own home and commute to and from work each day. Full-time nannies work, on average, 40 to 60 hours per week. Part-time nannies are typically seeking 20 hours per week.

SUMMER NANNY

Average Hourly Rate: \$20 – \$30+ (Certified teachers may require a higher hourly wage.)

Experienced professional nannies, college students or teachers are available for daytime child care for children that are on a school break. Most caregivers will take the children on outings if the parents approve, as well as work with them on their basic skills to keep them on track during the long break from the classroom. The referral fee for summer nannies is \$1500.

STANDARD NANNY BENEFITS

While you are not legally required to offer benefits, to attract and retain quality nannies and to remain competitive, standard benefits must be offered. Full-time nannies that we successfully place typically expect their offer package to include:

- Two weeks of paid vacation, one at the nanny's choosing and one at the family's choosing
- Guaranteed minimum hours
- Paid holidays (8-10)
- Paid sick days (3-5)
- Mileage reimbursement for on the job driving (2024 IRS Rate of 67 cents per mile)

INTERVIEW QUESTIONS

Morningside Nannies Guide on How to Interview a Nanny

Most job applicants are nervous at their first interview and they desperately want to be liked. Because of this nervousness they unfortunately may either be too quiet or they may talk too much, or they may say all the wrong things. In an attempt to make the nanny applicant feel welcome and comfortable, I suggest that you hold the interview in a casual setting such as the family room or play room. If your child or children are present at the first meeting introduce them to the nanny. Observing the nanny's reaction to the child or children will give you an insight to how well she relates to the child/children. It may be nice to start the conversation by telling the applicant a bit about yourself and your family. It would also be nice if you let the nanny know that you have heard good things about her; a compliment will make her feel more confident.

Once the ice is broken you will be able to get the conversation flowing by asking open-ended questions. This will help you get the best perspective of the applicant's views on childcare as well as an insight into her personality. Listen to her answers, watch her body language and facial expressions and if applicable observe the interaction between the nanny and your child or children. You may find yourself coming to a conclusion somewhere between "She just isn't the one" to "I think I want to hire her, but I am not sure" to "She is absolutely perfect." Sometimes these feelings occur during the first meeting with the very first nanny you interview and sometimes it may take a couple of meetings with a particular nanny or it may take a few nannies until "I've found her" resonates in your head and your heart. Morningside Nannies does everything we can to make the process as quick and simple as possible. We have carefully considered the parameters that you have given us and have chosen applicants that appear to meet the criteria you have provided.

The interviewers at Morningside Nannies have asked the nanny a myriad of questions to determine her qualifications, what type of a caregiver she would make and which of our clients she may best fit well with. If we are uncomfortable with a nanny's attitude or she gives us what we consider inappropriate answers then we do not go any further with her application. The nannies that stand out are the ones that we take to the next step. We then contact her references, usually former employers, and ask them another list of questions, trying to gain as much information as possible about the applicant's personality and job performance. We share those responses with you so that you will know as much as we do about the nanny that we have referred to you. When choosing the sample questions on this list, we tried to not duplicate any questions that we have already asked.

Before interviewing the nanny you will already know the applicant's work experience, length of employment, the ages of children that she has cared for, if she has had any special training in childcare, and what her past employers have said about her. What is left to determine is your "gut reaction" to her, we cannot assess someone's soft skills as objectively.

CONVERSATION STARTERS AND QUESTIONS

1. Ask her about the children on her present or most recent job. Ask her about a typical day. Her responses may help you to determine how dedicated she is to the children.
 - **How old were the children when you first started?**
 - **How old are they now?**
 - **Tell me about your average workday while caring for the child or children.**
 - **How did you or how will you handle saying goodbye?**

Nanny jobs end for many reasons; the children grow older, the family is moving, the family can no longer afford nanny care, etc., If the nanny is resigning then it may be because the employer hasn't been

supportive or respectful of the nanny and she is unhappy and feeling stress. We often hear that parents take advantage of their nanny by arriving home late, or not spending any time talking to her, or they may not support her efforts in setting guidelines for the children. If there is a united front and parents view this relationship as co-parenting the relationship would be much stronger. Nannies rarely leave because the children were difficult to care for.

2. Ask her about why she has chosen to be a nanny.

- **Tell me about your first job as a nanny?**

Many nannies “fell” into this profession. Maybe a family member needed help caring for their children, or as a child they were responsible for caring for younger siblings, or they were new to this country and had language barriers, or they did not have the necessary qualifications to enter the profession they had in another country, or they had been teaching in a class room or daycare and prefer caring for one or two children, or maybe they had been a stay-at-home mom and loved being a housewife and mother, there are many reasons, and most are understandable – but now you want to determine why they stayed in this field. The International Nanny Association’s 2003 Nanny of the Year’s first job was with a rodeo family and she was paid just \$100 a week, she took the job because she only had a 10th grade education and had a terrible family life - this was an “out” for her. With self-determination over the years, she finished school, grew to be a fabulous nanny and received international recognition and she now earns more than many peers as a nanny.

3. Your family may have additional considerations that you want to address: vegetarianism, kosher kitchen, same sex union, or your family has gone through a divorce or is a blended family

- **How do you feel about _____? Fill in the blank with the appropriate situation.**

Can the nanny grasp and support the special needs that may arise? Is she non-judgmental? Would she be able to answer the children’s questions about any differences in the family’s life style? Now is the time to explain your philosophies on child rearing and your household rules.

HERE ARE A FEW ADDITIONAL QUESTIONS THAT YOU MAY WANT TO ADD:

4. What types of meals or snacks would you make for my child/children?
5. What would you suggest is the best form of discipline for a child?
6. How do you feel about mingling with other nannies, parents and children for playgroups?
7. How do you feel about taking my child/children outdoors to play?
8. How do you feel about taking my child to story hour at the library, the zoo or the children’s museum?
9. What are your expectations of the position?
10. Would your previous employers say you did a good job while working for them?
*Why would they say this?
11. What negative experience or what problem have you faced (ie: temper tantrums, arguing, disobeying)?
*How did you handle the situation?
12. What did you like best about your previous jobs?
*Dislike?
13. How would you describe the pace at which you work?
14. What do you find are the most difficult decisions to make? How do you manage this?
15. What do people most often criticize about you?
16. If you know your boss is 100% wrong about something how would you handle it?
17. What questions do you have for me?



FAMILY AND NANNY AGREEMENT

This Family and Nanny Agreement (the "Agreement") is offered as a general guide and should be customized to your particular circumstance. However, this Agreement cannot anticipate all possible circumstances or all applicable legal requirements and is NOT legal or tax advice. The parties to the Agreement should have it reviewed by an attorney as well as their tax, payroll and financial advisors before implementing this Agreement. For educational purposes only.

FAMILY CONTACT INFORMATION

Parent 1:		Parent 2:	
Street Address:			City:
State:	Zip Code:	Phone:	Email:

NANNY CONTACT INFORMATION

Name of Nanny:		Phone:	
Street Address:			
City:	State:	Zip Code:	Email:

CHILD/REN	GENDER	DATE OF BIRTH	SCHOOL AND GRADE
	Male <input type="checkbox"/> Female <input type="checkbox"/>		
	Male <input type="checkbox"/> Female <input type="checkbox"/>		
	Male <input type="checkbox"/> Female <input type="checkbox"/>		
	Male <input type="checkbox"/> Female <input type="checkbox"/>		

I. Commitment to Quality Child Care:

The Nanny agrees to provide consistent high quality child care to meet the child/ren's physical, emotional, social and intellectual needs based on the Family's directives. (A detailed job description can be attached to this Agreement.)

Comments: _____

II. Nanny's Work Schedule:

Monday _____ to _____ Thursday _____ to _____ Start Date: _____
 Tuesday _____ to _____ Friday _____ to _____
 Wednesday _____ to _____ _____ to _____ End Date: _____

Variations: _____

Nanny and Family agree to make reasonable efforts to adhere to the above schedule. However both parties agree to be flexible and understand that there may be changes to this schedule. This schedule is also not a guarantee of hours worked.

III. Nanny's Compensation:

A. AS THE NANNY'S EMPLOYER, THE FAMILY HAS CERTAIN LEGAL AND TAX OBLIGATIONS

The Nanny's portion of Social Security and Medicare (7.65% of gross pay), as well as any other legally required employee taxes must be withheld from the Nanny's gross compensation. The parties to this Agreement may also agree to withhold personal income taxes as allowed by law.

1. Gross Hourly Wage Rate: \$_____

Please note that federal, state and local minimum wage laws may apply. The parties to this Agreement should consult with their legal, payroll and financial advisors regarding this issue.

The Family will pay the Nanny (state payroll frequency here): _____

Overtime may be required. Nannies and Families should consult with their legal, payroll and financial advisors to determine if and when overtime or other legal requirements may apply.

2. Nanny will be paid by: ☐ Direct Deposit ☐ Check ☐ Payroll Company

3. Other miscellaneous compensation (may include INA membership, conference attendance, health club membership, train pass, nanny support group dues, continuing education, etc.)

The Family will pay for the Nanny's INA membership at the appropriate rate.

B. NANNY'S BENEFITS

1. **Insurance** (please check where appropriate):

Health insurance provided by Family ☐ Yes ☐ No Type: _____

Some jurisdictions may require employers to pay for an employee's health insurance. Please consult with your legal, payroll and financial advisors about such situations.

Percentage of premium paid _____%

☐ Automobile insurance coverage provided by Family Nanny's Car ____% Paid Family's Car ____% Paid

☐ The Family agrees to provide worker's compensation coverage if and as required by law.

2. **Vehicle** (please check where appropriate):

☐ Nanny provides. Mileage compensated for work-related use at the rate of _____ cents per mile.

Mileage reimbursement must be at the minimum required by state or federal law, whichever is higher.

☐ Family provides for work-related use only.

☐ Family provides for occasional personal use.

☐ Family provides for personal use with employer's permission.

☐ Family provides for full personal use with a _____ mile limit per month or a driving radius of _____ miles.

Nanny has been instructed on proper use of car seat. ☐ Yes ☐ No

Additional car rules:

3. Meals

- ☐ Family will provide all necessary food to prepare nutritious meals, snacks and beverages for Nanny and child/ren during working hours.
- ☐ Nanny is responsible for providing her own food during work.

Food items requested by Nanny: _____

4. Paid Time Off

Paid time off may be required in certain jurisdictions. The parties to this Agreement should consult with an attorney licensed to practice in their jurisdiction to determine if there are requirements regarding paid time off. The fields below are merely informational guides and are not meant as formal advice as to whether or not any paid time off is required, and/or any legal requirements regarding paid time off.

- a. Vacation: Family agrees to provide the Nanny _____ week(s) of paid vacation per year. The vacation will accrue at a rate of ____ hours/days per month of the Nanny's work for the Family.

Other/Comments: _____

If Nanny requires days off, she is required to give Family as much notice as reasonably possible or as required by law, and ideally _____ days' notice.

- b. When the Family travels or has personal days and does not need the Nanny to work, the Nanny

☐ Will ☐ Will not be paid

If the Family opts to pay the Nanny, the Family will pay the Nanny \$_____ per day for any such non-working days.

- c. Sick Days: ☐ Paid ☐ Not paid How many? _____ Conditions: _____
Sick days may be required by law in certain jurisdictions. Please consult with your attorney

Personal Days: ☐ Paid ☐ Not paid How many? _____ Conditions: _____

- d. Paid/Unpaid Holidays

(please check where appropriate)

New Years Eve	<input type="checkbox"/> Off	<input type="checkbox"/> Paid	Thanksgiving Day	<input type="checkbox"/> Off	<input type="checkbox"/> Paid
New Years Day	<input type="checkbox"/> Off	<input type="checkbox"/> Paid	Day After Thanksgiving	<input type="checkbox"/> Off	<input type="checkbox"/> Paid
Memorial Day	<input type="checkbox"/> Off	<input type="checkbox"/> Paid	Christmas Eve	<input type="checkbox"/> Off	<input type="checkbox"/> Paid
4th of July	<input type="checkbox"/> Off	<input type="checkbox"/> Paid	Christmas Day	<input type="checkbox"/> Off	<input type="checkbox"/> Paid
Labor Day	<input type="checkbox"/> Off	<input type="checkbox"/> Paid	Martin Luther King Day	<input type="checkbox"/> Off	<input type="checkbox"/> Paid

Others:

_____ ☐ Off ☐ Paid
_____ ☐ Off ☐ Paid

IV. TYPICAL DAILY SCHEDULE

MONDAY	
TUESDAY	
WEDNESDAY	
THURSDAY	
FRIDAY	
SATURDAY	
SUNDAY	

V. TERMINATION/RENEWAL

Unless otherwise required by law, the Nanny's employment with the Family is at-will. Either side may terminate the employment relationship with no notice to the maximum extent allowed by law. However, the parties agree that they will reasonably attempt to provide each other with reasonable notice under the existing circumstances – defined solely at the discretion of the party providing notice – of terminating the employment relationship.

VI. ADDENDUM

There are ____ additional pages attached that are a part of this Agreement. We have read, discussed and agreed to the attached terms and conditions set forth on those pages.

The parties acknowledge that they have read and understand all the terms and conditions set forth in this Agreement. This instrument constitutes the entire Agreement and all prior negotiations and understandings have been merged herein. No modifications of this Agreement shall be valid unless in writing and executed by the parties.

Nanny’s Signature

Date

Parent’s Signature

Date


Parent’s Signature

Date

Family, Nanny and Morningside Nannies should receive a copy of this Agreement.

Disclaimer:

The International Nanny Association (“INA”) and Morningside Nannies assume no liability or responsibility for, and make no representations or warranties about, this document or any information, terms, conditions or omissions in this Agreement. Your use of this Agreement is at your own risk. Additionally, INA and Morningside Nannies provide this document for informational use only; it is not legal advice. INA and Morningside Nannies encourage you to consult with an attorney before finalizing and implementing this Agreement.



INA Commitment to Professional Excellence

- Respect the contributions of individuals involved in professional in-home child care.
- Maintain high standards of professional conduct.
- Respect and support families in their task of nurturing children.
- Promote the physical, emotional, intellectual and social development of children.
- Support the lifelong process of personal growth and professional development.
- Respect and support families in their task of nurturing children.
- Promote the physical, emotional, intellectual and social development of children.
- Support the lifelong process of personal growth and professional development.

Adapted from the International Nanny Association Nanny/Family Agreement

ADDENDUM

Items that should be discussed ...

This addendum may be attached to the Agreement and addresses the following items:

1. Job Description

The Nanny's job description includes but is not limited to:

Provide for the daily care of the child/ren:

- ☐ Plan and provide age-appropriate activities. (e.g., strolls, reading, games, playground, etc.)
- ☐ Read age-appropriate books to the child/ren every day.
- ☐ Launder the child/ren's clothing and linens.
- ☐ Prepare nutritious meals and snacks for the child/ren. (mindful of special dietary needs or allergies)
- ☐ Clean up cooking and eating area after meals.
- ☐ Tend to child/ren's personal hygiene.
- ☐ Bathe the child/ren.
- ☐ Clean the child/ren's nursery, bathroom and playroom daily.
- ☐ Run child-related errands. (e.g., grocery store, clothing store, birthday party gifts, etc.)
- ☐ Transport the child/ren when and where needed by using:
 - ☐ Nanny's car ☐ Family's car ☐ Public transportation
- ☐ Plan and carry out play dates.

a) Who is responsible for non-child related cleaning duties? _____
If housekeeper, what is the schedule? _____

If Nanny will do housekeeping, please attach a separate detailed description of the duties to the Agreement, addressing the following items:

Laundry: ☐ Family's ☐ Household items (towels, bed linens, etc.)
 ☐ Child/ren's How often? _____

Floors: ☐ Sweep ☐ Daily ☐ Weekly ☐ Mop ☐ Daily ☐ Weekly
 ☐ Vacuum ☐ Daily ☐ Weekly
How often? _____ Which rooms? _____

Kitchen: ☐ Tidy after meal preparation ☐ Empty dishwasher
 ☐ Clean appliances How often? _____

Cooking: ☐ Prepare child/ren's meals and snacks ☐ Prepare evening meal for the Family
Who will plan meals? _____

Errands: ☐ Grocery Store ☐ Dry Cleaning ☐ Pharmacy ☐ Child/ren's clothes shopping

Projects: ☐ Birthday party planning and helping ☐ Organizing closets/cabinets
When? _____

Bathrooms: ☐ Tub/shower ☐ Vanity/sink ☐ Toilet ☐ Grooming items ☐ Floor
Whose? _____ How often? _____

Maintenance: ☐ Take trash out ☐ Schedule/oversee household repairs and maintenance
Schedule? _____

Pet Care: Who is responsible for pet care? _____
If Nanny, please describe pet care duties: _____

2. Family's Expectations of the Nanny:

- ☐ Promote physical, emotional, intellectual and social development of the child/ren.
- ☐ Comply as closely as possible with Family's preferences regarding child rearing and discipline.
- ☐ Tend to child/ren's personal hygiene, health, welfare and physical safety.
- ☐ Be reasonably flexible regarding emergencies and unexpected changes in Family's schedule.
- ☐ Maintain a daily log and/or daily communication with Family concerning the child/ren.
- ☐ Be responsible, reliable and punctual at the start of the day and for appointments and activities.
- ☐ Have efficient time management of child care tasks and all other related duties.
- ☐ Promote feelings of security and warmth by enjoying daily cuddle, read and talk time.
- ☐ Read/review any pertinent literature provided by employer in order to promote broader knowledge of child rearing philosophy, education, and child psychology.
- ☐ Actively participate in understanding each child's special problems and interests. Provide solutions to the former and enhance the latter.
- ☐ Be supportive of the parent-child relationship.

3. The Family will provide for the Nanny:

- ☐ Access to the child/ren's pediatrician or Family physician and teachers for information on child/ren's well-being and development.
- ☐ Adequate funds to cover developmentally appropriate games, books, learning aids and/or outside activities, including but not limited to reimbursement of all work-related expenses.
- ☐ Meet with Nanny _____ times per month to discuss job performance and the events of the past week.

4. Nanny's Expectations of Family:

- ☐ Respect the hours, days, and compensation outlined in this Agreement.
- ☐ Have regular communication from parents regarding job performance, schedule changes, etc.
- ☐ Support of Nanny's "authority" in setting limits with child/ren.
- ☐ Provide a safe, child-proofed home.
- ☐ Respect of Nanny's privacy outside of the job.
- ☐ Respect the fact that the Nanny has a life beyond the job.

5. Household Information:

- a. The Nanny may have friends or relatives visit her in the Family home. ☐ Yes ☐ No
- b. We would like the Nanny to answer the telephone in the following manner: _____

- c. We would prefer that the Nanny address us by our: ☐ Family name ☐ First names _____
- d. The following areas are off limits to the Nanny and child/ren: _____

- e. Our home is child-proofed. ☐ Yes ☐ No
- f. We expect the Nanny to child-proof our home and Family will respect her decisions. ☐ Yes ☐ No
Comments: _____
- g. What is the procedure to follow if the Nanny is locked out of the house? _____

- h. The Nanny will receive a set of keys to our house. ☐ Yes ☐ No
- i. The Nanny will be expected to set our house alarm. ☐ Yes ☐ No (The code will be supplied separately.)
- j. Our smoke detectors are located: _____

- k. Our fire extinguisher is located: _____
- l. Our Family television and music rules are: _____

6. Health and Emergencies:

- a. Where are the emergency numbers kept? _____
- b. What is the emergency escape plan? _____
- c. Preferred hospital (name and location): _____
- d. Phone numbers for parents in case of an emergency: _____
- e. Where are the first aid supplies kept? _____
- f. Should the Nanny take the child/ren's temperature? ☐ Yes ☐ No Method used: _____
- g. What medication does the child take? _____
- h. Written authorization to give medication will be supplied. ☐ Yes ☐ No
- i. Written authorization for the Nanny to take the child for medical treatment should be on file with pediatrician and preferred hospital.
Name of Pediatrician: _____
- j. Where is the health insurance identification kept? _____

7. Live-in Nanny Position (if applicable)

a. Nanny's quarters are private. Family should not enter unless invited or in case of emergency.

Agreed? ☐ Yes ☐ No

d. All food consumed by the Nanny will be furnished by the Family.

Specially requested items up to \$_____ per month will be provided by the Family.

Agreed? ☐ Yes ☐ No

Comments: _____

e. The Nanny is to provide any specialty foods or snacks herself. Agreed? ☐ Yes ☐ No

f. The Nanny will eat her evening meal with:

☐ The Family ☐ The child/ren ☐ By her/himself ☐ Often varies

g. The Nanny will eat her evening meal: ☐ Before the parents eat ☐ After the parents eat

h. Specific food items that the Nanny may not consume or bring into the home:

i. The Nanny is allowed to have visitors in her quarters. Agreed? ☐ Yes ☐ No

Comments: _____

j. The Nanny is allowed to have visitors in our home. Agreed? ☐ Yes ☐ No

Comments: _____

k. Television and music rules in the Nanny's quarters are: _____

l. The Nanny will have a private telephone line/cell phone provided by Family. Agreed? ☐ Yes ☐ No

m. The telephone and the telephone connection will be paid for by: ☐ Family ☐ Nanny

n. The Nanny will pay for all her personal long distance phone charges if landline is provided.

Agreed? ☐ Yes ☐ No

o. The Nanny will pay the telephone company directly. ☐ Yes ☐ No

8. Image/Video - Social Media Privacy

The Nanny ☐ does ☐ does not have permission to upload digital images or video of the Family to the Internet. (including, but not limited to social media sites like Facebook, Twitter, Instagram, Vine, Pinterest, Blogs, Tumblr, etc.)

Comments: _____

Nondisclosure Statement: The Nanny will respect the privacy of the Family and to the maximum extent allowed by law agrees not to discuss any of the Family's personal business with anyone.

Videotaping: If allowed by law and the Family plans to videotape the Nanny, the Family will let the Nanny know that this will occur or may occur one time, occasionally, or on a daily basis as a means to evaluate job performance, and or as required by law

Periodic Review of Family and Nanny Agreement: Review of the written Agreement is recommended after 30 days, 90 days, 180 days, and annually thereafter.

TAX & LEGAL TIPS

What Household Employers Should Know

If you pay your nanny over \$2,700 a year (2024), you must abide by federal, state and local tax and wage laws. Paying your nanny "off the books" not only exposes your family to financial and legal risks, it also deprives your nanny of access to crucial benefits, like unemployment insurance, Medicare and Social Security. To help offset the costs of paying your employee legally, you may be eligible for valuable tax breaks. Utilizing GTM's payroll and tax services will alleviate any administrative responsibilities on your part as we take responsibility for the timeliness and accuracy of your nanny's tax and payroll reporting.

Here are the answers to important questions that parents who hire a nanny should ask so that they can fulfill their legal and tax responsibilities.

1. Is my nanny an employee or an independent contractor?

Anyone you hire to work in your home is considered an employee. If you've heard that it's okay to classify your nanny as an independent contractor and issue her a 1099 form that is not only incorrect, it's also illegal. The IRS makes it clear that household workers are NOT independent contractors – they are considered employees of the families for whom they work. The main reason for this classification is that the parents have control over the nanny's work arrangement. The parents provide the supplies, set the nanny's schedule, pay the nanny directly and ultimately have control over how her work is done and when.

2. Do I need to withhold taxes from my nanny's paycheck?

Yes, you need to withhold the proper amount of taxes from each paycheck, and you must make sure to keep accurate tax records for your quarterly filings.

The employee's tax responsibility is usually equivalent to about 15% of her gross wages and includes:

- Social Security & Medicare (7.65%)
- Federal income taxes (based on the number of allowances chosen on Form W-4)

You must remit the withheld employee taxes each quarter, along with the following employer taxes:

- Social Security & Medicare (7.65%)
- Federal and state unemployment insurance

To help offset these costs, tax breaks are available to eligible families.

3. Do I need to have Workers' Compensation insurance?

No, but having it is recommended. In the event of a workplace-related injury or illness, workers' compensation provides financial assistance for lost wages and medical expenses. An employee who receives workers' compensation benefits following an injury cannot sue their employer for additional compensation in connection with their injury. The state of Texas does not require household employers to carry a workers' compensation policy.

We recommend purchasing a policy to not only help you attract and retain the best staff, but also to help enhance the overall quality of your employer/employee relationship, providing both comfort and needed security in the event of a work-related incident. Contact GTM Employment Benefits at (800) 929-9213 to explore your options.

4. Can I put my nanny on my company's payroll?

No, it is illegal to pay your household employee through your business payroll. A household employee is an employee in your home, not of your business, and therefore would not qualify you to take the tax deductions which you would be allowed to take with a business employee. Refer to IRS Publication 926 for additional information.

5. Am I required to pay my nanny overtime and provide paid days off?

Nannies are protected under the Fair Labor Standards Act (FLSA). As such, all live-out nannies and live-in nannies in some states are entitled to overtime at the rate of 1.5 times their base hourly wage rate for all hours worked over 40 in a 7-day period, although some states may have different thresholds for when the overtime differential kicks in. In Texas, live-in nannies are not entitled to overtime and live-out nannies who work more than 40 hours per workweek are entitled to overtime.

To be compliant with the Fair Labor Standards Act, a nanny's salary must be broken down into base and overtime hourly wages. Let's say you have agreed to pay a weekly salary of \$1000 for a 45-hour workweek. In this case, the contract should explicitly state that the regular rate of pay for the first 40 hours is \$21.06/hour and the overtime rate for the remaining five hours per week is \$31.59 per hour. Therefore, the total weekly salary is \$1000. However, if the nanny works more than those five hours of overtime in a 7-day period, she must be compensated at the overtime rate for every hour worked.

While providing paid time off is not a legal requirement, it is a popular benefit provided to household employees and is a major contributor to job satisfaction, according to many nannies. Savvy parents know that offering a competitive salary and benefits package will help to attract and retain high quality household help. All paid time off should be agreed upon by the employer and employee prior to hiring, and should be clearly defined in both the work agreement and employee handbook.

6. What childcare-related tax breaks are available to me?

There are two main tax breaks that can offset your employer tax costs. If you are legally employing someone in your home ("on the books"), you will be able to take advantage of one of the two following tax breaks:

- Dependent Care Assistance Program (DCAP) – Most companies provide this benefit and allow employees to contribute up to \$5,000 of pre-tax earnings to a Dependent Care account. You would then be reimbursed these tax-free funds to cover childcare expenses.
- Child and Dependent Care Tax Credit – If you don't have access to a Dependent Care Account, you can claim the Child and Dependent Care Tax Credit (Form 2441) on your personal income tax return at year-end. You can claim up to \$3,000 of the un-reimbursed qualifying child care expenses paid in a year for one qualifying individual, or \$6,000 for two or more qualifying individuals. The credit can be anywhere from 20% to 35% of your qualifying expenses.

7. What other ways can I save money for both me and my nanny?

The IRS has approved benefits for household employees that are considered to be non-taxable. These include:

- Contributions to the cost of accident or health insurance premiums;
- Providing your employee cell phone and cell phone service plan;
- Up to \$5,250 of educational assistance you provide to an employee under an educational assistance program from the employee's wages each year;
- \$300 per employee per month for public transportation;
- \$300 per employee per month towards parking (at the job site or at the public transportation parking lot).

Tax & Legal Tips Courtesy of GTM Payroll Services

For a FREE, no-obligation tax consultation, call GTM at (800) 929-9213 or visit GTM.com/household

INFORMATION FOR NEW EMPLOYERS

Thank you for choosing Morningside Nannies to help you find the right nanny for your family. It's our hope that you and your nanny will enjoy a lasting relationship as you partner together in caring for your children.

As you prepare to welcome your new nanny into your hearts and home, and your nanny prepares for her new role in your family, you may both be feeling a mixture of anxiety, anticipation and excitement about the start of your working relationship.

It's important to remember as you start your working relationship that there will be an adjustment period as you learn to work with each other. During her first several weeks of employment, your nanny will begin to more clearly understand your expectations, get a handle on your family's routines and even get a feel for your moods. During this time it is important that you communicate with your nanny in a direct and concise manner, without being critical. Your nanny is likely doing her best to please you, but since she cannot yet anticipate your needs or expectations, she'll need to be told how you want her to handle the many new and different situations that arise.

During this adjustment period, you'll also gain better insight into the type of caregiver your nanny will be. Some nannies are very confident in their abilities and skills and will be most comfortable when they are able to take charge, while other nannies may step back and wait for you to provide step-by-step instructions for how you want them to care for your children. One nanny is not better than the other; they simply have different interactive styles and are striving to be the best caregiver they can be.

Since you took the time to carefully consider who you would entrust the care of your children to, you should now take the time to establish a good working relationship with your caregiver. Many nannies are very fond of their past employers and might from time to time say things like, "With my past employer we did it this way." Please understand that these statements do not mean that your way isn't as good or valid; it simply means that she's discovering the learning curve, just as new spouses do when they marry and learn to do things differently than they did in their own families' homes. By having a calm, unemotional discussion, you'll be able to bring about any necessary change.

It's also important to remember that even the best-suited nanny won't parent your child exactly the way you do. Your nanny will be most effective in her role when she's encouraged and allowed to respond to your children in a way that is natural to her own personality and style. Your children will come to accept the similarities and differences you share and love and appreciate your nanny for the individual she is.

ORIENTATION

During the orientation period, provide your nanny with the information she'll need to do her job well. You may wish to write down any specific caregiving instructions and an easy to follow checklist to help get her through her first days. She'll need to know about your children's diet and food preferences, any allergies or medical conditions, nap time and nap routines, favorite toys and activities and any strategies you use to help your child feel safe, happy and secure.

COMMUNICATION

Having a nanny journal can help to facilitate conversation between you and your nanny. You'll want to be informed about your children's activities, moods and eating and sleeping patterns while they are in your nanny's care. Providing your nanny with a journal to write notes in can help to ensure that information gets communicated to you. It can also be helpful to schedule a daily check-in call at the same time each day. While some nannies may feel that they're being checked up on, it's important that you explain that you want to feel in touch with your child since you'll be missing her while you're away.

Holding a weekly meeting with your nanny provides an opportunity for both of you to ask questions, express concerns and clarify any issues that may arise. Meetings should always include positive comments and information sharing on a more personal level. Your nanny will understand that you care about her as an individual if you ask how she is and show interest and concern regarding her family. If she understands that you genuinely care about her she will enjoy working for you and her loyalty and enthusiasm for her position with your family will grow increasingly strong.

CONSIDERATION

Nannies frequently experience a feeling of being taken advantage of. To prevent these feelings, establish a written work agreement that clearly outlines the nanny's duties, responsibilities and schedule. Once you've developed a mutually satisfying agreement, it's important to adhere to it.

If you want your nanny to stay enthusiastic about her job and to be respectful of you, don't allow yourself the luxury of extending her work hours without her approval. While of course your nanny will afford you the flexibility and will stay late when something comes up at the office and you're running late, it's important to ask your nanny if she is able to work late and if she would like to work late prior to making commitments outside of her agreed upon working hours. Being sensitive to her reaction and compensating her for the additional hours she agrees to work shows that you respect and appreciate her. It's important to remember that while you spent a long day at work, your nanny did too. Her days are just as long and, like you, she's probably looking forward to getting home, relaxing and socializing with her own friends and family.

If you are considering increasing your nanny's duties, ask yourself if you could handle the extra tasks while taking proper care of your children. It's important to convey to your nanny that her most important responsibility is always the safety and care of your children. Many nannies do not want to put the children in front of the television so that they can do housework, nor do they want to jeopardize their safety by not giving the children their full attention. The well being of your children is everyone's main concern, and it will definitely benefit the children if their caregiver is not overtired, unhappy or forced to neglect the children's needs in order to get the cleaning done.

A nanny doesn't earn a very large salary and when you stretch the amount of hours that she works or increase her workload without compensating her appropriately, rather than confronting you about it, she may simply quit.

APPRECIATION

All employees need to hear that they are doing a good job. Thanking your nanny on a regular basis will help her know that you appreciate the care that she is providing to your family. Nannies who feel appreciated are more enthusiastic and willing to go above and beyond if their employer notices and appreciates their efforts. Occasionally gifting your nanny tickets to a movie, a gift card to a restaurant or giving her a day off with pay shows that you value and appreciate her. Celebrating her yearly anniversary by going out to dinner is another way to show her your genuine appreciation.

COMPENSATION

For many nannies, discussing money matters is extremely awkward. Having to ask for her paycheck or voice that her paycheck is short is uncomfortable. Be sure to track your nanny's hours, pay her the agreed upon amount for all hours worked and pay any overtime that is due on the payment schedule you've agreed to. If you promised your nanny a raise, make sure you update your payroll records. Your nanny may be embarrassed to ask for what was promised, but she hasn't forgotten. A merit raise or holiday or year-end bonus will also be greatly appreciated by your nanny.

RESPECT

For your working relationship to last, your nanny must feel respected. Your nanny is a childcare specialist and you've hired her because of her experience and qualifications. Be sure to listen to your nanny's ideas and show respect for her professional experience. Treat her as a professional and provide her with the type of work environment that you would like to work in. Consider how you interact with your nanny and how you'd feel if your employer interacted with you in that same way. Nannies and parents share an intimate relationship, and oversights, harsh interactions and a lack of respect can cause hurt and damage the relationship. When nannies are treated with respect, they provide a great deal of respect and loyalty in return.

The best nanny and family relationships are the ones built on mutual respect, open and honest communication and genuine consideration and appreciation. Most nannies choose to become nannies because they love children and love making a difference in the lives of the families for whom they work. Most nannies leave their jobs because of difficulties with the parents, not because of difficulties caring for the children. As you begin your relationship with your nanny, remember that you are on the same team and share the same goal of providing attentive, quality care for your children. This is sure to happen if you and your nanny consistently work together.

In our 20 years of helping families find the right nannies for their family, we've developed a great appreciation and understanding of the complexities of the nanny and employer relationship. On our website you can find resources to help you manage your nanny relationship. And don't forget, our staff and team of dedicated experts are here to support you through the duration of your nanny's placement. If we can be of assistance to you at any time, please contact our office at (713) 526-3989.

Employer Responsibilities

While it's often assumed that nannies and parents have a casual working arrangement or that nannies are independent contractors, this is simply not the case. Nannies are the employees of the parents for whom they work. As such, parents have legal and tax obligations.

VERIFYING ELIGIBILITY TO ACCEPT EMPLOYMENT

[Download I-9 Form Here](#)

Parents must complete and keep on file form I-9 from the Department of Homeland Security. All nannies must be legally authorized to accept work in the United States.

REPORTING NEW HIRES

All nanny employers must report new hires to their appropriate state agency. In Texas, employers report to the Employer New Hire Reporting Center in the Office of the Texas Attorney General.

OBTAINING WORKERS' COMPENSATION INSURANCE

While some states require employers to have workers' compensation coverage, Texas does not. However, you should consult with your insurance agency to discuss the benefits of coverage.

COMPLYING WITH THE FAIR LABOR STANDARDS ACT

By law, nannies must be paid at least minimum wage for every hour worked. Parents must also keep track of their nanny's hours. A simple notebook can be used to track a nanny's arrival and departure times from the home.

COMPLYING WITH TAX LAWS

[Download W4 Form Here](#)

As employers, parents have specific tax obligations. If you pay more than the annual wage threshold to your nanny, \$2,700 per calendar year for 2024, you will have tax obligations. These obligations are equivalent to approximately 10%-12% of your nanny's gross annual salary.

MEDICAL RELEASE FORM

I, _____ (Parent or legal guardian) hereby give permission for any and all medical or dental attention to my child _____ (child's name)

In the event of accident, injury, sickness, etc., under the direction of the person(s) listed below until such time as I may be contacted. I also assume the responsibility for the payment of any such treatment. This release form is in effect between the following dates: _____ to _____

Family name: _____

Address: _____

Home phone: _____ Business phone: _____ Cell phone: _____

Insurer: _____

Policyholder's name: _____

Policyholder's relationship: _____

Policy number: _____

Plan /group number: _____

Verification number: _____

In case I cannot be reached, any of the following persons may act on my behalf:

Nanny: _____ phone _____

Babysitter: _____ phone _____

Neighbor/friend: _____ phone _____

Family member: _____ phone _____

School representative: _____ phone _____

Coach: _____ phone _____

MEDICAL INFORMATION

Physician: _____ phone _____

Date of birth: _____ Known allergies: _____

Current medications: _____ Last tetanus shot (date): _____

Medical conditions (asthma, diabetes, or other major or chronic illnesses): _____

As the parent or legal guardian of the above named child, I hereby give my consent for emergency medical care prescribed by a duly licensed Doctor of Medicine or of Dentistry. This care may be given under whatever conditions are necessary to preserve the life, limb or well being of my dependent.

Signature (parent or legal guardian): _____

Today's date: _____

Witnessed by: _____

Today's date: _____

2024 Expected Houston Nanny Trends

INCREASED FEDERAL TAX THRESHOLDS

The earnings threshold that triggers the requirement to remit FICA taxes on a household employee's wages will increase to \$2,700 in 2024, up from \$2,600 in 2023. If the annual FICA wage threshold is reached, the household employer becomes responsible for remitting both the employee and employer portions of FICA on all the wages they paid to the employee during the tax year. When wages paid to a household employee do not reach the annual FICA threshold, the household employer is not required to issue a W-2.

IRS MILEAGE REIMBURSEMENT INCREASES

Beginning on January 1, 2024 the standard mileage rates for the use of a car (also vans, pickups or panel trucks) will be 67 cents per mile driven for business use, up from the 2023 rate.

STABILIZED NANNY WAGE EXPECTATIONS

From 2022-2023 nanny wage expectations continued to raise and have went up approximately \$5 per hour. We are not seeing stabilization in wage expectations among applicants.

HIGHER WAGE RATES for ACCEPTED OFFERS

We are seeing accepted full-time job offers at gross wage rates between \$22-26 per hour, and have seen jobs place as high as \$32 per hour in Q4 of 2022. Part-time hourly wage rate expectations continue to be more than full-time hourly wage rate expectations, with the fewer the hours guaranteed, the higher the wage expectation.

INDUSTRY STANDARD BENEFITS EXPECTED

Nannies continue to expect fair and legal pay, and a minimum of guaranteed wages, paid vacation, paid major holidays, sick days, and the IRS mileage reimbursement rate of on the job driving when using their own personal vehicle.

NANNY SHORTAGES

The pandemic nanny shortage that we saw in 2021 continues with there being more jobs than there are nannies. We are seeing search windows of 2-8 weeks for full-time searches and 6-12 weeks or more for part-time searches and double the amount of jobs than available nannies.

GUARANTEED HOURS

Nannies continue to expect to be paid for the minimum schedule they agreed to when accepting the job offer, regardless of if the hours are worked. If family comes into town and the nanny is given the day off so that the children can enjoy time with family, the nanny would still expect to be paid.

NEW RULES SURROUNDING APP PAYMENTS

Service-related payments made by a mobile app starting January 1, 2023, that exceed the \$600 threshold in aggregate payments will be reported by the TPSO by providing Form 1099-K to the payee and the IRS. Form 1099-K will now be issued in January 2024, according to GTM Payroll and HR.

A COMPETITIVE NANNY MARKET

Nannies have their choice of jobs, so they are less likely to take on dual roles, like nanny/housekeeper, or take on tasks not related to the children. They can afford to be choosy in the jobs they interview for and don't have to make the concessions that were typical to land their perfect job, prior to the pandemic.

IN-PERSON INTERVIEWS

During 2021 and 2022, many parents were hiring nannies directly from Zoom interviews. We are seeing a return to the in-person interviews and shadow interviews that disappeared during the height of the pandemic.

