

# CLASSIC *Nannies*

**Selectively Chosen, Personally Matched.**



## **Direct Hire Agreement**

This agreement is between Classic Nannies, Inc. ("Classic Nannies") and \_\_\_\_\_, ("Employer"), adult parent(s) and/or guardian(s) of one or more children for whom Employer seeks to hire a Nanny.

Employer hereby engages Classic Nannies for the sole purpose of referring potential Nanny candidates to Employer. Employer will select from candidates presented by Classic Nannies and Employer will make the sole hiring decision. Classic Nannies will, however, make all offers to its Nanny candidates on Employer's behalf, and Employer agrees not to directly make any offer to any Nanny candidate at any time. After conducting a personalized, in-home needs assessment, Classic Nannies will provide Employer with a list of Nanny candidates who have been interviewed by Classic Nannies and have work history and character references checked by Classic Nannies.

References will be provided on all nannies presented to the Employer at Employer's request. Employer is solely responsible for reviewing this information.

If Employer wishes to potentially offer employment to a Nanny, Employer shall notify Classic Nannies immediately. At that time, Classic Nannies will conduct a background investigation to include the following checks: Social Security Trace, Criminal Records Search for any county associated with the social security number in the United States of America for a minimum history of 7 years, National Sex Offenders Registry search, Additionally, Classic Nannies will perform a 5-panel drug screen (Cocaine, Amphetamine, Methamphetamine, Marijuana, Opiates). Classic Nannies will furnish copies of the results of all investigations to Employer at Employer's request.

### **Trustline**

Trustline Registry for Placements in the State of California: Trustline registry is performed by the Department of Justice and is required for all childcare workers in the state of California. If the Employer wishes to hire a Nanny (referred by Classic Nannies) in the state of California, the Employer must enroll their Nanny with Trustline upon hire. Or, for a fee of \$200, Classic Nannies will enroll the hired Nanny in Trustline on behalf of the Employer. Trustline can be contacted at 800-822-8490.

If after considering the results of these checks, Employer wishes to proceed with an offer and Nanny candidate is willing to accept such offer subject to the Live Scan fingerprint results (optional), then Classic Nannies will submit Nanny to Live Scan fingerprinting. Live Scan results typically take 4 to 8 weeks. Employer will solely make and accept responsibility for the decision whether to employ Nanny while waiting for Live Scan results or to wait for Live Scan results before starting employment. Employer acknowledges that it is the Employer's sole responsibility to carefully review and select a Nanny among the candidates presented by Classic Nannies and to review and evaluate the information provided by Classic Nannies, and the professional investigative service. Employer further acknowledges that Classic Nannies does not guarantee the accuracy or completeness of information provided by the professional investigative service.

### **Fee Schedule**

Employer shall pay Classic Nannies an Assessment Fee of \$250, which shall be paid in full upon execution of this Direct Hire Agreement, but in any event prior to Classic Nannies undertaking any effort to identify potential Nanny candidates to Employer.

Prior to any offer being made to any Nanny candidate, Employer shall also pay to Classic Nannies a fee of \$200 for Trustline registry, including Live Scan fingerprinting (see above paragraph, "Trustline"), and in the event Employer hires any Nanny referred by Classic Nannies, Employer shall pay Classic Nannies a Placement Fee in an amount equal to fifteen percent (15%) of the Nanny's gross annual salary. The Placement Fee shall be paid in full prior to the date on which the Nanny commences employment with Employer.

Additional optional services offered by Classic Nannies are a Credit Check at a cost of \$25 per Nanny candidate and a MMPI: Psychological Exam at a cost of \$250 each.

**Inability To Make Placement**

If Classic Nannies is unable to identify and refer a Nanny candidate after 45 business days from the date of this Agreement, and Employer does not wish to continue working with Classic Nannies, the full Assessment Fee will be refunded. If the Employer wishes to discontinue working with Classic Nannies at any time during the 45 day period, however, the Assessment Fee will not be refunded.

**Limited Replacement Guarantee**

In the event Employer is dissatisfied with a Nanny referred by Classic Nannies, and determines that a replacement Nanny is necessary during the first four (4) months of employment, Employer shall notify Classic Nannies *in writing* if a replacement Nanny is necessary. Following receipt of such notification, Classic Nannies will begin a search for a replacement Nanny.

Classic Nannies agrees to attempt to locate a replacement Nanny *that meets the original requirements set forth by the Employer*. If Employer requests a Nanny that meets different requirements than originally set forth by Employer, Classic Nannies shall have no obligation to attempt to locate a replacement Nanny; instead, Classic Nannies shall retain full and complete discretion whether to attempt to locate a replacement Nanny under this provision and under what conditions or circumstances it will do so. Employers only receive one replacement per contract. Classic Nannies will only give a replacement to the Employer if the amount of hours weekly and terms that the Employer originally contracted for their candidate is maintained. For example, if an Employer hires a Nanny for 35 hours per week and thereafter decides they only need the Nanny for 15 hours per week causing their Nanny to leave their employ, then there would be no replacement guarantee in that situation. Employer agrees that if they choose for Classic Nannies to refer a new Nanny after changing said employment terms, they will re-contract with Classic Nannies and pay the appropriate fee to start a new process.

The Employer shall pay to Classic Nannies \$195 for the Live Scan fingerprint (optional) process of the replacement Nanny.

Employer acknowledges that fewer live-in Nanny candidates are available than live-out Nanny candidates, and consents to Classic Nannies providing live-out Nanny candidates employed by Employer on a temporary basis until a live-in candidate can be found.

If Classic Nannies is unable to find a suitable replacement per the terms of this replacement guarantee after ninety (90) days and if the Employer does not wish to continue working with Classic Nannies, Classic Nannies will refund a percentage of the Assessment Fee, according to the following schedule:

<u>Months of Employment with Employer</u>	<u>Refund</u>
0 to 2	50%
3 to 4	25%

