

Guidelines for Independent Contractor Sitters

Mountain & Valley Partners and Resort Sitters

Welcome! Resort Sitters is the premier babysitting referral service operating year round in Colorado. We are excited to have you onboard!

Working with our independent contractors, we strive to provide the highest quality childcare to visitors and residents. We handle short- and long-term jobs for individuals and groups. Resort Sitters has been in business since 2001. Mountain & Valley Partners, is the name of our corporation, but the company does business as Resort Sitters.

If receiving these guidelines, you have completed all of your Independent Contractor requirements and we will now consider you a “Sitter”. As one of our Independent Contractors [Sitters] we will recommend, and you will perform, nanny services for our mutual clients. This relationship is paramount to your success as a babysitter and ours as a business.

Resort Sitters works hard to market our placement services and to find prospective clients. Among other marketing efforts, we advertise on the internet and in local publications, cultivate relationships with area lodging properties and maintain our website at www.resortsitters.com. We have an extensive database of existing clients and we are always working to find new ones.

This document sets out the basic qualifications and performance standards we have for the Sitters we work with. It also outlines what Sitters should expect from us.

Clear understanding of these mutual expectations is important to a successful relationship between Resort Sitters, Independent Contractors, and our mutual clients. We expect you to be familiar with, and to preserve the confidentiality of this information, just as we preserve confidential information about you.

Independent Contractors

Our Sitters are independent contractors, not employees. Neither Resort Sitters nor Mountain & Valley Partners is your employer. Sitters are self-employed independent contractors and, in accordance with Colorado law, our sitters sign a notarized document confirming that status.

We expect sitters to meet certain qualifications and standards, but we do not control the details of how they do their work. To work with us, you must already be an experienced childcare provider, engaged in the independent trade of babysitting.

As independent contractors, our sitters enjoy a great deal of flexibility. You are not required to work a minimum number of hours or accept a minimum number of appointments. You determine when you want to be available for babysitting and you always have the final decision regarding whether you want to accept a particular appointment. Because the number of appointments varies, Resort Sitters cannot promise a minimum number of jobs. You may also take assignments from other babysitting services, or from your own clients. The only caveat is that appointments with Resort Sitters clients must go through our office.

As self-employed independent contractors, Sitters are responsible for reporting and paying their own taxes, including federal and state income and unemployment taxes, on all money earned from Resort Sitters appointments. Resort Sitters is paid directly by the client for placement services only. Sitters are paid directly by the client at the end of the appointment in cash or check payable to the sitter for nanny services.

In certain circumstances, for example some group events, sitters are paid a contract amount for work done by Mountain & Valley Partners. **It is the expectation that sitters will have a PayPal account for ease of payments.**

Because you are a self-employed independent contractor, Mountain & Valley Partners d/b/a Resort Sitters will not send you an IRS W-2 form. You will receive an IRS 1099 form if, in a calendar year, Mountain & Valley Partners distributes payments that cumulatively reach the reporting threshold (currently, \$600 per year).

Sitters are not entitled to workers compensation benefits or covered by unemployment insurance. If you apply for unemployment benefits and report your earnings from babysitting, you should correctly list yourself as self-employed, not as an employee of Mountain & Valley Partners d/b/a Resort Sitters. Sitters are not covered by Resort Sitters' liability insurance and are encouraged to obtain liability insurance at their own expense.

What We Expect From Sitter Contractors

Independent contractors who work with Resort Sitters are experienced, responsible and safe childcare providers. They are bright, energetic and enthusiastic about creatively interacting with parents and children. They must contact clients in advance to discuss a childcare plan, and bring their own age-appropriate activities for the children to every appointment. **Sitters must always conduct themselves in a professional manner.**

Sitters are responsible for developing their own childcare plan in consultation with client parents, however we do have some basic safety rules. Sitters should not drive children in any vehicle, nor can sitters take children skiing or snowboarding. With written parental permission, sitters may take children out of their lodging for fun activities that are in walking distance or reachable by public transportation.

The more you communicate with clients about their expectations, the better position you are in to meet and exceed those expectations. For example, clients expect sitters to clean up messes after themselves and the children, and leave the property tidy and in as good of condition as they found it, if not better.

To successfully be assigned jobs, we suggest Sitters have basic math and computer skills, email and internet, reliable access to a printer, and a smart phone. We primarily communicate with sitters via email and phone.

There is another key characteristic that we expect from all sitters who work with us: they must be reliable. As independent contractors, sitters always have the final say about whether they want to accept an offered appointment. Once a sitter accepts an appointment, it is crucial that they honor that commitment. Both the client and we rely on the sitter to complete the appointment as scheduled.

It is understandable that unforeseen illness and emergencies can occur, but sitter cancellations are acceptable only in extraordinarily rare circumstances. It is often impossible to find a replacement sitter, especially on short notice. **This damages client-to-provider relationships, which is the foundation of our business.** If a sitter backs out of a commitment, the Resort Sitters reputation is damaged and we could lose a client. We will not work with independent contractors who are unreliable.

What Sitter Contractors Can Expect From Us

Our success depends on our Sitters' success. We actively solicit feedback from you about how our relationship can improve work for them. Some of the best changes we have made to our procedures have come from sitter suggestions.

We work hard to communicate with you clearly and timely regarding client needs and appointment details. When we offer you an appointment, we tell you when, where, how many kids and their ages. If we have insight into a particular client's expectations, we tell you. If you accept an appointment, we will send you an email with all of the necessary details.

Our goal is to offer you appointments that are financially rewarding, convenient and consistent with your interests and experience. We do everything we can to make each appointment a success for both the client and for the Sitter.

We handle all Resort Sitters business matters, including appointment scheduling and cancellations. Our Sitters should never discuss Resort Sitters business or policy issues with a client. If a client asks you a question about a Resort Sitters policy, all you need to do is refer the client to us. On those very rare occasions when a client is unhappy with a Resort Sitters policy, it is our responsibility to deal with the issue.

Childcare Safety

We have two key priorities: the safety of children and the safety of sitters. **Parents put the welfare of their child in your hands.**

The practice for safe childcare is universal, whether you are sitting for a Resort Sitters client, for another service, or for your own clients. **Never** allow any behavior or activity that endangers a child's health or safety. **Never, ever** leave a child unsupervised.

If there is an emergency, call 911 immediately and do everything in your power to keep the children safe. Call the parents and the Resort Sitters office as soon as you can safely do so. If you are in a lodging property, you may also call the front desk for assistance. As an experienced childcare provider, you should understand the importance of these concepts. **Always err on the side of caution.**

We conduct an identity and background check, through our vendor, on every prospective Sitter. The initial identity and background check is done at our expense. We reserve the right to conduct additional identity and/or background checks. We

may require that you pay for those additional checks if you want to continue to receive appointment referrals from Resort Sitters.

At the beginning of an appointment, parents may sign a **Medical & Activity Authorization form**. This form helps the sitter and parents communicate to make sure everyone is clear about what is allowed, and it allows the sitter to consent to emergency medical treatment for the child, if necessary. You should keep this signed form with you during the appointment, especially if you leave their lodging unit. Sitters are not permitted to drive children in any vehicle. Sitters cannot take children skiing or snowboarding.

Off-site activities are permitted only when specifically authorized in writing by a parent. You may take a child on public transportation only if specifically authorized in writing by a parent. Swimming or bathing a child is permitted only if specifically authorized in writing by a parent. Even when a parent authorizes an activity, use your experience and judgment to keep children safe.

To keep the children safe, minimize distractions. Visitors are allowed only with the specific written authorization of the parent. Do not let anyone in unless you know who they are. You should not have any personal visitors during an appointment and you should minimize personal calls, texts and emails. Answer the property's phone if it rings, but do not use it for personal calls.

Although it is never expected, everyone interacting with children should be alert to signs of child abuse or neglect. Many sitters we work with, because of their profession, certifications or training, are legally required to report suspected abuse or neglect pursuant to Colorado law. Even if you are not legally required to do so, if you reasonably suspect that a child has been subjected to abuse or neglect, you should report that concern to the county social services department, local law enforcement, or 911. If you are not a mandatory reporter, information may be provided anonymously.

Sitter Safety

If there is any reason you are concerned with your safety, you should decline or terminate that appointment as soon as you can do so without conceding supervision of the children. Always have your charged cell phone with you. **If you believe you are unsafe, call 911, and get to a safe place.**

We advise clients that we do not sit for sick children. You should use your judgment with regard to this policy. There is no reason to put your own health at risk. Generally, if it is clear a child has a fever and may be contagious, you may want to consider terminating the appointment. In most cases, the parent will understand. If you are comfortable doing so, you may give medication to a child with a non-acute condition if specifically authorized in writing and instructed by a parent.

Similarly, you should not accept an appointment if you are ill. Please do not accept a job offer if you are feeling unwell. **If you get sick after accepting an appointment, please notify us right away so that we can try to find a substitute.**

Compensation

When we confirm an appointment for a client, we invoice and accept a fee from the client. This is how Resort Sitters is paid. At the end of an appointment, the client pays the sitter an hourly rate for the appointment. This is how Sitters are paid.

Currently, the base rate to the sitter is \$16/hour for one child, plus \$2/hour for each additional child. If a family or group has several children, we may require them to reserve two or more sitters.

Based on the length of the appointment time reserved, there is a 4, 6* or 8 hour billing minimum for each appointment. *During ski season, there is a 6-hour billing minimum for daytime appointments.

Last minute cancelations are very rare, and usually due to urgent circumstances. If a client is not at their stated residence, Sitters should spend at least 30 minutes trying to make contact. Sitters should also call our office so we can try to find the client as well. Please be respectful as the client may be dealing with an emergency.

The sitter should not leave the appointment location until they have checked in with the Resort Sitters office or left the office a detailed message.

At the end of the appointment, the sitter calculates the total due based on the hourly rate and the client pays the sitter the amount owed. Most clients pay the sitter in cash. Clients may also write a check payable to the sitter. Gratuities, just like the hourly rate, belong exclusively to the sitter.

As independent contractors, sitters are responsible for their own transportation time and costs to and from appointments. Sitters are responsible for their own

meals, unless the client instructs otherwise. If there is a parking fee, or a charge for an off-site activity with the child, the client is expected to reimburse sitters for that expense. Be sure to keep receipts. Parking and activity expenses are topics you will want to discuss with clients in advance when you call to discuss the childcare plan to avoid any misunderstandings.

Our mutual client pays you, the Sitter, in cash or by U.S. check. Sitters may also use PayPal or smartphone applications at their own discretion. **The sitter is financially responsible for collecting their payment after each appointment.** If the client underpays or overpays you, you are responsible for working that out with the client.

Accepting Appointments

When a job is available, we determine who is a good match for that client's needs. We carefully evaluate client needs and the experience and skills of the available Sitters. Repeat clients often request a sitter they have worked with before. Some clients require sitters with foreign language skills, special needs experience or other specific qualifications. New parents often want a sitter with extensive experience caring for infants.

Clients booking multiple appointments usually want the same sitter every day. Other clients are looking for a sitter with a particular personality type that they think will work well for their children. We try to accommodate all reasonable and appropriate client requests.

Depending on the circumstances, we may contact individual sitters, a select group, or all sitters who might be available. Regardless of how we contact sitters, we will only offer an appointment to a sitter who has the required skills and experience. Sitters should respond promptly to job offers in which they are interested.

Sitter Responsibilities

Be certain that if you accept an appointment, you can complete it. As an independent contractor, **you are never required to accept an offered appointment.** The decision to accept or decline an appointment is entirely up to you. But if you accept an appointment, both we and the client are relying on you to meet your commitment.

If you become ill or have an emergency and must cancel an accepted appointment, please notify us, as soon as possible, so that we may try to find a replacement for

you. Do not find your own replacement, even if it is another one of our sitters. Often, especially during busy times of the year, it's not possible to find a replacement sitter. **The continuity of your relationship with Resort Sitters depends on reliability.**

If you accept an appointment, we will release to you job details with information about the location, client name and contact, length of the job, as well as the number of children and their ages. At this point, until no later than two days before the appointment, you are expected to develop a childcare plan with the parents.

When you talk to the client, ask about their preferences, and then present a plan including **your ideas for making the appointment fun for the children.** The client will be expecting your call. If it's a last-minute appointment, call the client as soon as you can, if the client replies thru text message you may develop a plan using this method. It is never acceptable for the sitter to fail to contact the client. Any material changes to the appointment, or additional appointments, must go through our office.

Sitter Appointments

Be sure you know where you are going and how to get there before you head to an appointment. The best practice is to print the job details email and take it with you. Get directions when you call the client to introduce yourself. It's also a good idea to have a local map with you. Don't rely on GPS – it is often inaccurate in the mountains.

We suggest you plan to arrive at the job at least 15 minutes early; this displays professionalism. Sitters should use free parking whenever possible. Plan ahead so that you know where to park. Do not park illegally or without authorization. If you are towed or ticketed, you are responsible for the cost.

Make sure you have sufficient copies of forms. Many sitters keep extra forms with their babysitting supplies.

Clients often want to verify that the person who shows up is the sitter they were expecting. The easiest way to confirm that is to show the client your photo identification. Clients expect you to bring age-appropriate games and/or activities to every appointment. Of course, you will also rely on your experience and imagination, but parents are impressed and children are excited when you bring some fun items with you.

You must remain focused on the children, with a minimum of outside distractions such as personal calls or texts. Most parents expect you to keep the television off during the appointment.

A professional appearance and demeanor is also important. We suggest you dress so that you can be comfortable and have fun with the children, but also in a way that puts the parents' minds at ease. Be mindful that piercings, big earrings and other large jewelry can be magnets for little hands. Also, do not assume that client food is available to you, unless the client explicitly says so.

At the beginning of the appointment, go over the Medical & Activity Authorization form with the parent. It is in your best interest to keep this signed form with you at all times, especially if you leave the client's lodging with the children.

We ask clients to give us the ages and names of all children who may be on the appointment when they book, and we ask that a parent of each child sign and return a Service Agreement and Limitation of Liability. Sometimes, however, clients ask a sitter to take care of additional children who were not mentioned at the time of booking. You may only add unexpected children to the appointment if you do the following:

- You are confident that you can safely care for all of the children.
- A parent of every child has signed a Service Agreement. Take blank copies of the agreement with you to every appointment in case you are asked to sit for children you were not expecting.
- No parental signature, no sitting – NO EXCEPTIONS.

You must send us the signed original of the agreement within 3 days. Be sure to explain to the parents that the hourly rate will be adjusted to include all minors present (under age 18) not otherwise supervised by an adult. If you are not comfortable adding the unexpected kid(s), if you don't have any blank agreements with you, or if you cannot get a signature from a parent of each additional child, ask the client to call us. **You are not permitted to supervise any children unless all of the above requirements are met.**

If the client wants to change or add appointments, ask them to contact our office. Do not schedule additional appointments with Resort Sitters clients on your own. Make sure the client has your cell phone number. We strongly suggest that you keep the room key and your cell phone on your person at all times. You don't want to risk being locked out of the room by accident.

You are an experienced independent contractor babysitter and you know how to conduct yourself during the job. You should request clear instructions about diapers, bottles, snacks, meals, naps, bedtimes and things that comfort the children.

Many parents appreciate updates via text and/or a photo of the kids playing during the appointment. Use your discretion, experience and judgment to make the sitting appointment a safe and pleasant experience for the children.

Always remain in control and supervision of the children.

Always arrive to appointments free from the impairment of alcohol or drugs. This includes prescription or OTC drugs that may effect your performance in any way.

Always follow the instructions of a parent, unless those instructions violate these rules or are clearly unsafe.

Do not send someone else to do the job, even if she or he is also a sitter with Resort Sitters. Do not bring other adults, children or pets with you to a job. Do not drive a child in anyone's vehicle. Do not take a child skiing or riding.

Do not sleep during a job (overnight jobs excepted).

Do not take a child out of their lodging without specific written authorization from the parent to do so.

Do not bathe a child or take them to a pool or hot tub without specific written authorization from the parent to do so.

If you violate any of these basic specifications, our relationship will be terminate and we will not offer you additional appointments for Resort Sitters clients.

Finishing an Appointment

When the parents return, complete the Payment Worksheet. If the number of kids varied during the appointment, you should pro-rate the hourly rate accordingly. There is a chart on the worksheet to help you multiply the number of children by

the number of hours. Round to the nearest half hour. That is, if the job started at 5:00pm and the parent returns at 10:14pm, round down to 10:00pm and charge for a 5-hour job. If they return at 10:15pm, round up to 10:30pm and charge for a 5.5-hour job.

Present the total to the parent and note the means and amount of payment, Both the parent and the sitter should review the charge and sign the form. Before you leave the appointment, make sure that all information on the form (client name, sitter name, hours, amounts, signatures) has been completed. Complete the bottom of the form, tear it off and give it to the parent as a receipt. Fully completing the forms and getting the client's signature protects you from later billing disputes. Getting the payment details correct is your responsibility.

Sometimes sitters do multiple appointments for the same family. It is best to ask the client to settle up with you after each appointment. Clients sometimes cancel the final appointment in a series, and that can leave you with an unpaid balance due if you didn't get paid after each earlier appointment.

Please thank the parent for using Resort Sitters. If they want to make another appointment, please ask them to contact the office.

In Conclusion

Being an independent contractor babysitter with Resort Sitters can be a flexible, fun, and rewarding opportunity. The success of Resort Sitters has been built on the outstanding qualifications of our Sitters and the experience they deliver to clients and their families.

We want to work only with the best. Our reputation is our business.

Please also review our public website, www.resortsitters.com so that you are familiar with the information we give to clients.

If you have questions that are not explained by this document, or the website, please let us know. We look forward to a successful relationship.

Thank you!
Resort Sitters