



Babysitting Policy EDITION 5

This policy is effective from 17th march 2016 and supersedes any previous babysitting policy or arrangements.

Dicky Birds do not provide a babysitting service outside of our normal operating hours. However, we understand that parents sometimes ask nursery staff to babysit for their children and this policy has been implemented to clarify some points regarding private arrangements between staff and parents. For the purpose of this policy, 'Babysitting' is defined as **ad-hoc weekday evening or weekend care**. Care is not permitted to take place during Nursery operating hours; this is defined as 'Nannyng'.

Where adhoc babysitting affects a member of staff's ability to perform or increases absenteeism the nursery manager will advise the employee of the company's absenteeism policy which highlights the outcomes of how the company will support or manage high sickness levels.

The nursery is not responsible for any private arrangements or agreements that are made, this is between the staff member and family. However we do expect staff members to inform us if they are babysitting or caring for a child that attends the nursery outside of the setting. We require the staff member and parent to sign a copy of the staff or parent declaration form which we will keep on file for the child and staff member.

The nursery has a duty of care to safeguard all children attending the setting so if a staff member has concerns for a child following a private babysitting type arrangement they need to pass these concerns on to the Safeguarding lead within the setting.

Dicky Birds has a duty to safeguard all children whilst on our premises and in the care of our staff, however, this duty **does not extend to private arrangements between staff and parents outside of nursery hours.**

Dicky Birds will not be held responsible for any health and safety, or other, issues that may arise from these private arrangements

Parental responsibilities

We have rigorous recruitment and suitability processes in place to ensure that we employ competent and professional members of staff and uphold our duty to safeguard children whilst on our premises and in the care of our staff. This procedure includes interviews, references, full employment history and DBS checks as well as several other processes. Whilst in our employment all staff are subject to ongoing supervision, observation and assessment to ensure that standards of work and behaviour are maintained in accordance with our policies. We have no such control over the conduct of staff outside of their position of employment. Parents should make their own checks as to the suitability of a member of staff for babysitting.

We will not take responsibility for any health and safety issues, conduct, grievances or any other claims arising out of the staff member's private arrangements outside of nursery hours. The member of staff will not be covered by the nursery's insurance whilst babysitting as a private arrangement.



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Out of hours work arrangements must **not interfere** with the staff member's employment at the nursery and all private arrangements should be made outside of working hours. **Parents must not call or email the nursery to attempt to contact staff for babysitting.**

If a staff member is to take the child at the end of that child's nursery session, the parent/carer must complete the authorized collectors form to give their consent.

Non solicitation of Dicky Birds Pre School Nurseries Ltd employees: The parent/guardian hereby agrees that during the term of their contractual Agreement with Dicky Birds Pre School Nurseries Ltd (hereafter called 'the Company') and for a period of 6 months after the termination of this Agreement, (however so terminated), not to employ or otherwise engage the services of any member of our staff who has had contact with their child under this Agreement and/or allow or permit the provision of any childcare services to their children by any member of our staff who has had contact with the child.

The Parent/Guardian hereby agrees that should they employ or otherwise engage the services of any member of our staff during their contractual Agreement and for a period of 6 months after the termination of this Agreement, to pay the Company a figure representing 20% of the relevant member of staff's gross annual salary at the time they left the Company's employment and/or services. This figure represents the costs to us of recruiting a suitable replacement member of staff.

Please see our [Non Solicitation of Employees Policy](#) for full details.

Staff responsibilities – The Data Protection Act

All staff are bound by contract and the Data Protection Act which means;

- That they are unable to discuss any confidential issues regarding the Nursery, other staff members, parents or other children.
- That they must not look for personal information regarding a family in the setting. It is the responsibility of the family to provide all necessary information should they wish to enter into a private babysitting arrangement.
- That they must not take photographs of any child for whom they are babysitting on their personal mobile phone, camera, tablet or any other camera enabled device.
- *That they must not take any nursery property i.e. cameras, laptops, tablets away from the nursery at any time, including to a babysitting job which falls outside of their employment with Dicky Birds.
- That they must refrain from taking 'work' i.e. nursery journals away from the nursery at any time , including to a babysitting job which falls outside of their employment with Dicky Birds.

***The B&ASC manager is responsible for the camera and iPad provided to her for company use only, the church rooms, where the B&ASC operate are rented by Dicky Birds and other users and in the absence of a secure place to store valuables the manager carries both items to and from the premises.**



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Personal Vehicles

It will be the staff member's responsibility to ensure they have the appropriate insurance, MOT and child restraints or child safety seats if they are transporting children in a car.

Non solicitation of Dicky Birds clients - Staff agree to not seek to entice away or attempt to entice away from Dicky Birds any person or persons who are clients of Dicky Birds. This applies during the period of employment and for a period of 6 months after its termination. If this transpires, the employee is in breach of their contract and legal action may be taken against them.

To be used in Conjunction with the following Nursery Forms, Documents & Resources

- Safeguarding and Child Protection Policy
- Confidentiality Policy
- Access and storage of information policy
- Agreement form
- Authorised Collectors form
- Parent babysitting declaration
- Staff Babysitting declaration
- Dicky Birds Nurseries Terms and Conditions

Created	<i>January 2018</i>
Updated by	<i>Rachel Berry (Owner)</i>
Date to be Reviewed	<i>January 2019</i>



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Appendix 1 – Staff Babysitting Declaration

Name of employee:	
Role:	
Nursery location:	
Full name(s) of child(ren):	

I understand and agree to the following:

- Dicky Birds is not responsible for any private arrangements or agreements that are made with Nursery parents
- Dicky Birds will not take responsibility for any health and safety issues, conduct, grievances or any other claims arising out of private arrangements made with parents outside of nursery hours
- The babysitter will not be covered by Dicky Birds insurance whilst babysitting as a private arrangement
- All private arrangements should be made outside of working hours
- Staff are bound by contract and the Data Protection Act that they are unable to discuss any confidential issues regarding the Nursery, other staff members, parents or other children
- Staff must not look for personal information regarding a family in the setting.
- Staff must not take photographs of any child for whom they are babysitting on their personal mobile phone, camera, tablet or any other camera enabled device.
- Staff must not take any nursery property i.e. cameras, laptops, tablets away from the nursery at any time, including to a babysitting job which falls outside of their employment with Dicky Birds.
- Staff must refrain from taking 'work' i.e nursery journals away from the nursery at any time , including to a babysitting job which falls outside of their employment with Dicky Birds.
- If a staff member is to take the child at the end of that child's nursery session, the parent/carer must complete the authorized collectors form to give their consent
- It will be the staff member's responsibility to ensure they have the appropriate insurance, MOT and child restraints or child safety seats if they are transporting children in a car
- **Non solicitation of Dicky Birds clients** - Staff agree to not seek to entice away or attempt to entice away from Dicky Birds any person or persons who are clients of the Dicky Birds. This applies during the period of employment and for a period of 6 months after its termination. If this transpires, the employee is in breach of their contract and legal action may be taken against them.

Employee Signature:	
Date:	

A copy of this signed declaration will be placed on your staff file



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Appendix 2 – Parent/Carer Babysitting Declaration

Name of parent/carer:	
Name of child/children:	
Name of babysitter:	
Nursery location:	

I understand and agree to the following:

- Dicky Birds is not responsible for any private arrangements or agreements that are made with Nursery staff
- Dicky Birds will not take responsibility for any health and safety issues, conduct, grievances or any other claims arising out of the staff member’s private arrangements outside of nursery hours
- The babysitter will not be covered by Dicky Birds insurance whilst babysitting as a private arrangement
- Parents should make their own checks as to the suitability of a member of staff for babysitting
- All private arrangements should be made outside of working hours
- If a staff member is to take the child at the end of that child’s nursery session, the parent/carer must complete the authorized collectors form to give their consent

Non solicitation of Dicky Birds Pre School Nurseries Ltd employees: The parent/guardian hereby agrees that during the term of their contractual Agreement with Dicky Birds Pre School Nurseries Ltd (hereafter called 'the Company') and for a period of 6 months after the termination of this Agreement, (however so terminated), not to employ or otherwise engage the services of any member of our staff who has had contact with their child under this Agreement and/or allow or permit the provision of any childcare services to their children by any member of our staff who has had contact with the child.

The Parent/Guardian hereby agrees that should they employ or otherwise engage the services of any member of our staff during their contractual Agreement and for a period of 6 months after the termination of this Agreement, to pay the Company a figure representing 20% of the relevant member of staff's gross annual salary at the time they left the Company’s employment and/or services. This figure represents the costs to us of recruiting a suitable replacement member of staff.

Parent/carer signature:	
Date:	

A copy of this signed declaration will be placed on your child/children's file