

2017 Host Family Agreement

apa-hfa-10/16

We, the undersigned, have applied to be a host family with the Au Pair in America or EduCare in America program, which is sponsored by the American Institute For Foreign Study, Inc., and referred to as "the Program" in this Agreement. The Program agrees to recruit and to offer au pair/companion candidates for our consideration and to be a resource for support in the event that problems arise during the exchange. In consideration for these services, we hereby agree:

- **Selection of au pair/companion:** We understand that it is our sole responsibility to carefully choose from among the candidates presented to us, and that there is no warranty as to our satisfaction or to the compatibility of any particular candidate as an au pair/companion in our family. We agree to interview, by telephone or Skype, the au pair/companion desired for placement with our family. We agree to view the pictures and video only for the purposes of verifying the identity of our au pair and will not share, forward repost, republish or reprint those images. After placement, it is our responsibility to monitor the performance of the candidate in our home, and to promptly notify the Program's Community Counselor of any problems. We agree to maintain regular monthly contact and communication with the Program's Community Counselor in order to monitor the appropriateness of the placement and to take advantage of the Program's resources.
- **Obligations of au pair/companion and host family:** We understand that the au pair/companion we select will assist our family with day-to-day child care (which does not include housework or other domestic duties unrelated to our child(ren)), for a period that will not exceed 10 hours in any day or 45 hours in any week (30 hours per week for EduCare in America). Au pair responsibilities are more fully explained and defined in the current program brochure and the *U.S. Department of State Regulations governing au pair programs (22CFR 62.31)*. We confirm that we have read, understand and will comply fully with the host family requirements within those guidelines and regulations. In exchange, we agree to provide our au pair/companion with the following:
 - Full weekly board [consisting of 3 meals per day and 21 meals per week] and full weekly lodging [consisting of a separate, private room, which shall be approved by the Program's local Community Counselor].
 - A weekly stipend of at least \$195.75, which along with credits for weekly room and board is compensation for up to 45 weekly hours of child-care services, (for EduCare, a weekly stipend of at least \$146.81 for up to 30 weekly hours). This amount conforms with the requirements of the Fair Labor Standards Act. We further agree to compensate an applicant defined as an Extraordinaire by the program with a weekly stipend of at least \$250, in addition to full weekly room and board.
 - An on duty schedule that provides at least one full free day and one-half free day per week, as well as one free weekend (Friday evening through Monday morning) each month.
 - Payment of the weekly stipend during two weeks of vacation, during which the au pair will have no child care responsibilities and which will be taken at a mutually agreed-upon time during the 12 months of the exchange. In the event the placement term is extended, we will pay the weekly stipend during two additional weeks of vacation in the event of a 12 or nine-month extension and for one additional week in the event of a six-month extension.
 - We will have at least one parent/guardian, or another responsible adult, remain at our home for a minimum of three days following the au pair's initial arrival in order to train, observe and acclimate her to our home and child(ren), during which time the au pair will not have sole charge care of the children. If necessary thereafter, we will continue this arrangement until such time that we are comfortable with the au pair assuming sole charge responsibilities.
 - We will reimburse our au pair for up to a maximum of \$500 for educational courses (\$1,000 for the EduCare companion). We further agree to provide adequate time for the au pair to attend a course(s) for cultural or professional enrichment (six hours of academic credit or its equivalent for au pairs or 12 hours of academic credit or its equivalent for EduCare Companions); and transportation to and from the place of instruction.
 - We understand that the au pair will have, at a minimum, \$100,000 per accident and sickness medical insurance coverage that, in part, is provided through the fees we pay to the Program.

We acknowledge that we have read, understand and will comply with all requirements explained in Program materials provided to us, including the *Program Support and Policies*, federal *regulations governing au pair programs (22CFR 62.31)*, and supplemental information received from the Program. We agree that the terms and conditions set forth within those materials and documents shall be incorporated within the terms of this Agreement. We understand the Program policies, including requirements related to room, board, weekly stipend and the educational component, are subject to change by the Department of State through a regulatory process; we agree to abide by any applicable revisions after notification by the Program.

- **Program goals:** We recognize that the purpose and goal of the Program is for the au pair/companion to learn about America, and agree to provide the au pair/companion ample opportunity and encouragement to take advantage of cluster activities and educational, cultural and community opportunities available in our area.
- **Fees and other obligations:** We agree to pay the required fees in accordance with the schedule set forth in the brochure and web communications, as well as SEVIS fees as required. We understand that any outstanding balance more than 15 days past due will be subject to a finance charge of 1.5% per month, 18% per annum, on the outstanding balance. Delinquent accounts that require outside collection services will incur additional fees associated with third party collection costs. We will provide the au pair/companion, at our expense, with a one-way ticket or other transportation arrangement for travel from the orientation site to our community. We understand that the Program will arrange a return flight home upon successful completion of the Program exchange from select U.S. cities.
- **Background information and monitoring of placement:** We warrant that our answers on the host family application are true and complete. For the purpose of facilitating the selection and placement of an au pair/companion with our family, we authorize the Program to make reasonable inquiries of any third party or governmental agency regarding our family, and we expressly permit and authorize any such party or entity to disclose the requested information to the Program, which will be utilized with respect for confidentiality and only for Program purposes.
- **United States and local government rules:** We have read and understand the rules governing Au Pair/EduCare programs; we agree to comply with those rules, as well as any revisions to those rules, which may be changed at the discretion of The Department of State. We further agree to comply with any applicable state and local laws, including those related to the provision of domestic child care services by a residential au pair. We understand that an au pair/companion cannot be placed with a host family that has a child under three months of age, unless a parent or other responsible adult will be present at all times.

If applicable, we acknowledge our responsibility to review the prior experience, skills and training of the au pair/companion regarding the care of spe-

(sign on reverse side...)

cial needs children. If we have both school age and pre-school age children in the home, we agree to not participate in the EduCare Program, unless we can confirm other, full-time child-care plans have been made for the pre-school age children.

Upon selection or within two weeks of placement of the au pair/companion in our home, we agree to sign a written agreement with our au pair/companion that further affirms our joint commitment to adhere to Department of State and Program guidelines. We will provide the Program with a copy of that agreement.

If we do not afford the participant the benefits and protections set forth in this agreement [or in State Department regulations], or otherwise violate the terms of this Agreement, we understand that the Program may withdraw the participant from our household, in which case we shall not be entitled to a replacement au pair/companion or to any refund.

We understand that extending an au pair/companion's time in the U.S. beyond the term granted under the terms of the J Visa is not possible. We will abide by the Program regulations, will relieve the au pair/companion of her duties at the end of the term, and will encourage her to return to her home country. We will not support or sponsor her for a change of visa status before or during the travel-month time frame that she is considered in valid Program status with Au Pair in America. We understand that doing so is inconsistent with the spirit of the Program and may risk our continued participation in the Program.

- **Problem resolution:** The Program will make reasonable attempts to resolve any difficulties regarding the placement. If the Program determines that the placement cannot be continued, it will provide assistance that may include, in its discretion, placement of another au pair/companion with our family. Host families remain responsible for hosting a participant for up to two weeks until a new placement is arranged. We agree to the terms of the replacement and refund policy set forth in the Program materials.
- **Legal relationship of au pair/companion to the Program:** We understand and agree that the au pair/companion is not an employee or agent of the Program for any and all purposes, including, but not limited to, the application of the Fair Labor Standards Act, as well as any federal, state or local law concerning labor and/or employment, workers' compensation or unemployment insurance. Nothing within, or pursuant to, this Agreement creates, or shall be construed so as to create, an employer/employee relationship between the Program and the au pair/companion. The Program is not, under any circumstances, responsible for any bills or expenses incurred by the au pair/companion or for any damages or losses caused to anyone by any act or omission of the au pair/companion.
- **Indemnification:** We agree to hold harmless and indemnify the Program, its officers, officials, employees and volunteers from any and all claims, injuries, damages, losses or suits, including attorneys' fees, arising out of or resulting from our acts, errors, omissions or nonperformance of our responsibilities under this Agreement.
- **Insurance:** We understand it is our responsibility to consult an insurance agent regarding the insurance coverage that may be either required by state/local law or advisable for our family and household situation. We understand that we MUST assess the ability of the au pair/companion to lawfully and safely operate a motor vehicle in our local jurisdiction before granting her permission to operate one of our vehicles or to operate a vehicle on our behalf. We further agree to secure and maintain adequate automobile insurance coverage for the au pair/companion, if the au pair/companion operates a motor vehicle. We agree to limit any claim against the au pair/companion for uninsured damages resulting from operation of a motor vehicle to a maximum of \$500. We also agree to maintain liability and casualty insurance to cover any reasonably foreseeable damages that may be sustained by the au pair/companion while in our household. Finally, we agree to hold the Program harmless and to indemnify it from any liability, claim or loss caused by the au pair/companion, including court costs and legal fees.
- **Agreement to arbitrate:** We agree that any dispute with or claim against the Program, its staff, agents and all affiliated organizations, including those arising under this Agreement or our participation in the Program, which exceed \$5000 and cannot be settled informally, must be submitted to and resolved exclusively by final and binding arbitration, to be conducted in accordance with the commercial arbitration rules of the American Arbitration Association. The location of the arbitration and identity of the arbitrator will be decided by mutual agreement, with the costs to be shared equally between the parties. The decision of the arbitrator shall be final and binding on all parties. By accepting the terms of this Agreement, we agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of the this Agreement and that we, the Program, as well as the American Institute for Foreign Study, Inc., are each waiving the right to judicial and administrative agency or tribunal resolution of disputes, a trial by jury, or as well as the right to bring and resolve any claims, either in an individual capacity or as a member of any class action, by any means and in any forum other than arbitration conducted by the American Arbitration Association.
- **Entire agreement:** We acknowledge that this document (and documents referenced herein which are incorporated by specific reference) sets forth our entire agreement with the Program, and that we have not relied on any warranties or representations other than those set forth herein.
- **Severability:** A ruling invalidating a portion of this Agreement shall not affect the validity of the remainder of this Agreement.
- **Applicable law:** This Agreement shall be governed by the laws of the State of Connecticut.

We understand that this Agreement is a legal contract and that we have been advised to seek legal advice before signing this Agreement. By signing the Agreement, we acknowledge that we have read and understand the provisions of this Agreement and accept and agree to abide by the terms as set forth herein above.

Signature of parent/guardian 1

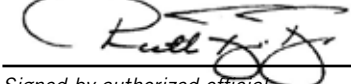
Date

Signature of parent/guardian 2

Date

Print name

Print name



Signed by authorized official

December 2016

Date