

# Host Family and Au Pair Match Agreement

We, the \_\_\_\_\_\_ host family, and referred to as "We" in this agreement, select \_\_\_\_\_\_, (referred to as "Au Pair" throughout this agreement), to be our au pair. We and Au Pair collectively agree to participate in the Au Pair in America ("APIA") program, which is sponsored by the American Institute For Foreign Study, Inc., for the mutual exchange of our collective cultural and language experiences, and to assist with the care of our child[ren]. We and Au Pair understand and agree that such assistance precludes the performance of general housework or other domestic duties unrelated to our child[ren] and that Au Pair's childcare assistance may not exceed 10 hours in any day or 45 hours in any week.

We and Au Pair have interviewed, by phone or Skype, one another. We and Au Pair have reviewed what we expect to be a typical weekly schedule for childcare assistance and discussed circumstances that may change the schedule. Together We and Au Pair accept and agree to all aspects and provisions of this Agreement.

We and Au Pair have reviewed and agree to the responsibilities and rights as more fully explained and defined in the current program brochure and the U.S. Department of State ("DOS") regulations. Please see: <u>Regulations governing au pair programs</u> (22CFR 62.31). We and Au Pair confirm that we all have read, understand and will comply fully with all such requirements, which include, but are not limited to the following:

# Room, Board and Transportation

We agree to provide Au Pair with full weekly board [consisting of 3 meals per day and 21 meals per week] and full weekly lodging [consisting of a furnished private bedroom that complies with the DOS requirement and is available for Au Pair's use at all times throughout the program]. As residence and daily interaction with an American family is critical to the cultural exchange experience, Au Pair agrees that We are providing lodging and weekly board for Au Pair's benefit. Accordingly, Au Pair acknowledges voluntary acceptance of lodging and board, that such benefits are provided for Au Pair's personal convenience, and that Au Pair accepts lodging and board in order to facilitate socialization with the host family and greater understanding of American family life. We further agree to provide access to transportation and will, at a minimum, pay for Au Pair's cost of travel to educational courses in the community and to attend APIA program cluster meetings.

# Weekly Stipend

We agree to pay Au Pair a weekly stipend of no less than the minimum amount specified by the U.S. Department of State ("DOS"), which is US \$195.75 currently. We understand the DOS accounts for costs associated with weekly room and board and other Fair Labor Standards Act considerations when establishing minimum weekly stipend amounts.

We understand that Au Pair and We may agree to a compensation higher than the DOS applicable minimum and that We may not pay less than the DOS weekly minimum stipend.

Beyond expenses for a private furnished bedroom and full board, We understand that Au Pair will be a member of our household and will likely have recurring personal needs that may result in additional expenses. Those expenses may include the following: mobile phone, electronic devices and internet use, personal car use/automobile insurance and/or public transportation, toiletries, additional educational/cultural expenses, sports and recreation activities, as

well as special clothing needed because of climate differences from the home country, or for sports, recreation or travel.

# Schedule for Childcare Assistance

Au Pair agrees to assist with the care of the child[ren] based on the schedule established initially and understands that the schedule is subject to review and change during the term of the placement. We will provide a schedule that allows at least one full free day and one-half free day per week (one free day to include Au Pair's day of religious observance, if requested); with one full free weekend (Friday evening through Monday morning) each month.

We understand Au Pair is to receive two weeks of vacation with payment of at least the DOS minimum weekly stipend during which Au Pair will have no responsibility to assist with childcare. Together we agree to schedule vacation at a mutually agreeable time during the 12 months of the exchange. In the event the placement term is extended, We will pay at least the DOS minimum weekly stipend during two additional weeks of vacation in the event of a 12 or nine-month extension, or for one additional week in the event of a six-month extension.

#### **Education Component**

We and Au Pair understand the Au Pair will register and attend classes offered by an accredited U.S. post-secondary institution to complete not less than 6 semester hours of academic credit or its equivalent during the 12-month placement, or any 12-month & 9-month extension, or 3 semester hours during a 6-month extension term.

We and Au Pair understand that non-participation in the education component is a violation of program requirements and DOS regulations. Under those regulations, such violation will be grounds for denial of opportunity to apply for any extension of stay.

We and Au Pair understand that in addition to covering transportation costs to and from class, We must reimburse up to \$500 of tuition and related materials costs incurred by Au Pair to meet the education requirement for each 12-month placement, or any 12-month and 9-month extension, and up to \$250 for any 6-month extension.

Au Pair agrees to cover any cost in excess of the maximum required contribution for education and understands the need to register for classes that do not conflict with the times Au Pair has agreed to assist with childcare.

# **Completion of Orientation as a Requirement for Participation**

We and Au Pair understand that, as required under DOS regulations, APIA provides an Orientation for au pair/companions that is conducted in two parts. Au Pair must complete one part prior to arrival in the U.S. and the second part after arrival and before traveling to the host family's home. Further, APIA provides an orientation for host families if they have not previously participated in APIA's program; if there has been a hiatus of more than six months between au pair placements; and/or if the host family would benefit from an additional orientation.

We further agree to have one parent/guardian, or another responsible adult, remain at our home for a minimum of three days following Au Pair's initial arrival in order to train, observe and acclimate Au Pair to our home and child[ren], during which time Au Pair will not have sole charge care of the child[ren]. If necessary thereafter, We will continue this arrangement until such time that We are comfortable with Au Pair assuming sole charge responsibilities.

# Maintaining Contact with Au Pair in America

We and Au Pair understand that, as required under DOS regulations, We and Au Pair will, at a minimum, maintain monthly contact with our local community counselor. Such minimum monthly contact must be a two-way exchange of information; and Au Pair agrees to attend, whenever possible, monthly cluster meetings as scheduled by our local community counselor for the benefit of all au pairs in the APIA program cluster.

We further understand that, as required under DOS regulations, We agree to attend an annual Host Family Day as planned by our local community counselor.

# **Insurance and Transportation**

We and Au Pair understand Au Pair will have, at a minimum, \$100,000 per accident and sickness medical insurance coverage that is covered through the fees We pay to the Program, and further understand Au Pair may, prior to entry into the U.S., opt to pay for an upgrade policy that provides \$500,000 per accident and sickness with no deductible. Please see: <u>A Plan of Insurance</u>

We, the host family, understand it is our responsibility to consult an insurance agent regarding the insurance coverage that may be required by law or advisable for our family and household situation.

Based on applicable state laws, Au Pair may be required to obtain and pay for a State Driver's License. We agree to assist Au Pair with meeting this obligation.

We understand that We must assess the ability of Au Pair to operate a motor vehicle lawfully and safely in our local jurisdiction before granting Au Pair permission to operate any of our vehicles, or to operate a vehicle on our behalf. We further agree to secure and maintain adequate automobile insurance coverage for Au Pair if Au Pair operates a vehicle.

In the event of a claim against Au Pair for uninsured damages resulting from operation of our motor vehicle, Au Pair agrees to pay for uninsured damages, and We agree to limit any claim, 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 Au Pair in our household. We understand Au Pair has liability and property coverage to cover damages for personal liability claims up to a limit of \$100,000 per claim and \$200,000 aggregate. Please see: Liability and Property Insurance details

# **J-Visa Limitations and Extensions**

The J-visa is issued at the discretion of a U.S. Consular Officer. As your designated sponsor, APIA is responsible for assisting and advising you on matters regarding the Exchange Visitor Program.

Au Pair understands and agrees as follows:

- Au Pair is solely responsible for maintaining a valid passport during the program and will discuss any intent to travel outside of the U.S. with an APIA representative.
- The passport contains a visa expiration date; exiting the U.S. with the intent to re-enter and continue program participation after the visa expiry date would not be feasible.
- Au Pair must reside with the APIA program host family and perform duties as agreed under DOS regulations governing au pair programs, and may not engage in U.S. employment opportunities during the program.
- Au Pair may apply for an extension of stay under the terms provided by APIA to the Au Pair eight months after arrival into the U.S.
- Au Pair is allowed 30 days beyond the 12-month visa term, or beyond the 6, 9, 12 month extension term, to travel and/or settle personal affairs before returning to country of origin.

Together, We, Au Pair and APIA seek a mutually rewarding experience. We recognize the goal of the DOS and the APIA program is for Au Pair to learn about America and American family life. We agree to provide Au Pair with ample opportunity and encouragement to take advantage of cluster activities and educational, cultural and community opportunities available in our area. We agree to share native culture and language with Au Pair, and Au Pair mutually agrees to share native culture and language with our family.

We and Au Pair understand and agree to all provisions of this Agreement, and enter willingly and knowingly into this Agreement.