

Version 4/4/2019

Au Pair Agreemenent



I agree to the following terms and conditions of the Agent Au Pair Au Pair Program:

- 1. I agree to be fully diligent, conscientious and alert at all times while attending to and caring for my Host Family's child(ren). I will perform the childcare responsibilities to the best of my ability and will abide by the host family's rules.
- 2 I will abide by all federal, state and local laws. I understand Agent Au Pair provides health insurance while I am in the United States on my program and that the health insurance has limitations and exclu- sions and that there is no dental coverage on the plan. I will get the appropriate health and dental care in my home country before departure to be sure my health is sustainable for a full year. I understand I have the opportunity to upgrade my policy to include a 0 deductible, ifdesired.
- 3. I agree to perform childcare and housekeeping duties as it relates to the children including general super- vision, preparing children's meals, straightening children's rooms, doing the children's laundry and being present while the children are sleeping. I understand I am not responsible for heavy housework and that if a dispute arises regarding these duties, Agent Au Pair shall mediate and it's decision shall be final.
- 4. I will abide by the method of discipline as outlined by the Host Family. I understand that I cannot care for a baby under the age of 3 months by myself, and that a responsible adult must remain in the home at all times when a baby under 3 months is present.
- 5. I understand I must have at least 200 hours of childcare experience caring for children under the age of 2y if I am to care for this age while in the U.S.
- 6. I agree to perform childcare and housekeeping duties which shall not exceed: i) 45 hours per week; ii) 5 ½ days per week; iii) 10 hours per day. I will receive a weekly stipend of \$195.75 or \$265 for an Au Pair Pro from the host family. I will receive one full weekend off each month (Friday evening to Monday morning), and 1.5 consecutive days off per week. If a dispute arises with regard to these rules, Agent Au Pair will resolve said dispute and its decision shall be final.
- 7. I will receive 2 weeks paid vacation to be taken at a mutually agreeable time with my host family. Vaca- tion days accrue at one day per month beginning from the third month in the home. I agree not to go on vacation or a weekend trip with/or without my host family during the first 30 days of placement.
- 8. I will attend the required hours for the Au Pair School, attend classes and complete reading material as instructed by the agency.
- 9. I understand and agree that I am participating on a cultural exchange program administered by the US Department of State and agree to comply with Regulations 22 CFR Part 62.41 as amended from time to time (the "Regulations").
- 10. I understand that I am responsible for a maximum of \$500 deductible in case of a car accident, and that if I am permitted to drive the host family vehicle (s) that I will have a valid driver's license from my home country. I will not drive the host family vehicle without express permission from the host family.
- 11. I agree to attend monthly meetings held by the local community counsellor and that non-attendance could put my program injeopardy.

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- 12. I understand the grievance procedures include discussing the problem with my host family and if this fails to resolve the problem, I will discuss the problem with my local community counsellor, or other Agent Au Pair staff. It is my responsibility to notify the local community counsellor or Agent Au Pair staff of any problems or misunderstandings with the host family and allow Agent Au Pair to mediate.
- 13. Agent Au Pair requires an initial adjustment of 60 days after the au pair's arrival to attempt to resolve the problem. A placement change will not be considered for 60 days. I agree to follow the advice and con- sent of Agent Au Pair regarding my placement and understand that not doing so may jeopardize my op- portunity to continue the program. Any decision regarding an au pair's replacement is at the sole discretion of Agent Au Pair. I will notify Agent Au Pair of any significant problems involving my health, safety or welfare.
- 14. I understand I am responsible for any personal bills incurred by me while living with the host family and that I am responsible for paying the family directly for these expenses. The bills aforementioned may in include (but are not limited to) telephone bills, automobile expenses, travel expenses, health insurance expenses, or dry cleaning. I understand I am responsible for medical bills that are not covered by the insurance, and that the medical coverage provided to me has limitations and exclusions; and is traveller's insurance and does not cover general healthcare or dental.
- 15. I understand that I may be terminated from the program if I do not successfully complete the program re- quirements and uphold program expectations for reasons including, but not limited to the following: de- ciding to leave the host family without prior consent from Agent Au Pair; engaging in behaviour that Agent Au Pair deems inappropriate during the program duration; breaking the host family rules; neglect- ful behaviour of the children; non-participation in training; not completing the educational component; not maintaining my health and welfare, non-attendance of monthly meetings; not reporting immediately to Agent Au Pair if my address changes; or if I violate this Agreement in anyway.
- 16. If Agent Au Pair determines that a placement change is necessary and I wish to continue the program I understand that I must not turn down any reasonable placement for which I am qualified, including host family location, or Agent Au Pair will discontinue to search for a placement and that Agent Au Pair can not guarantee a new host family placement for me. In the case of a transition, I will have the 2-week notice within the host family, and one additional week to find a family, and if for any reason, I am not placed within that 3 weeks (maximum transition period is 3 weeks) I will have to make my own way home (Including paying for the ocst of my ticket. I also understand that ONE REPLACMENT family is all I am allowed.
- 17. I will be prudent with social media and other public information and under no circumstances shall I give out, make public, post, or divulge my host family's name, address, names or ages of the children, pic- tures, or any information regarding my host family to anyone for any reason including but not limited to: the Internet, Networking sites, Social media sites, friends, strangers or anyone else. I also understand that it is unsafe for me to divulge my personal information to anyone including my social security number, bank account number, passport information, address in the USA, or any pictures of myself either on the Internet or locally.

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Education:

- 18. I agree to enroll and attend classes at an approved institution for no less than 6 units (or 72 hours) and the host family will be responsible for paying up to \$500 for the year. I will submit documentation of attend- ance for these classes at the end of my year. I understand that no Extension is possible unless I have ful- filled this requirement.
- 19. I agree that my course work will not interfere with my childcare duties.
- 20. I agree that should I change families after I received the \$500 towards my education, I may not receive additional financial help from the new Host Family, however, I understand that I still need to complete the educational requirement.

J-1 Visa Work Conditions:

- 21. I agree not to enter into any contractual agreement during my program year in the United States which may include business contract, employment contract, marital contract or religious contract.
- 22. I will make a good faith effort to abide by the rules of the program and maintain my suitability for the program. I understand any decision regarding my program status, dismissal or replacement for any reas- on, is at the sole discretion of Agent Au Pair (Agent Au Pair will determine whether I am suitable to con- tinue on the program). I agree that in the event that any accident or illness that in the judgement of Agent Au Pair prevents me from continuing my duties for a period of time, that I will end my program early and return home. I understand that I will be terminated from the program if I am caught smoking at all in- cluding in the host family home, in the car, or in my private quarters.
- 23. I understand that I may not make any decisions about my program without the involvement of Agent Au Pair including deciding to leave my host family, or leaving the program early. I will follow the advice and consent of Agent Au Pair. I will only work for and accept money from my Host Family and that if I decide to leave my Host Family for any reason (with the agreement and approval of Agent Au Pair) I will give at least 2 weeks notice.
- 24. If I leave the host family (or fail to keep in touch with Agent Au Pair) without the advice and consent of Agent Au Pair, I will be terminated from the program in the government computer SEVIS, which means I will be illegally in the country and Agent Au Pair is no longer responsible for my actions or well-being.
- 25. I will not consume alcohol unless I am of legal drinking age and that if I legally consume alcohol, I will not drink excessively. I understand any illegal use or possession of alcohol or drugs, or harmful controlled substances will subject me to immediate termination and repatriation. I will not drink and drive under any circumstances.
- 26. I understand that the program is for a full year with the possibility to extend for six (6), nine (9), or twelve (12) months. If, **for any reason**, I do not finish my program year (or Extension period), I under stand the following will occur:
 - a). I will forfeit the return flight ticket and I will be required to make myown arrangements to return to my home country at myown expense; and
 - b). My health insurance coverage will no longer be valid, and no part of it refunded
 - c). Agent Au Pair will be no longer responsible for myhousing

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27. Agent Au Pair will provide my return flight WITHIN the program year time frame (at my program end date until up to 30 days later for the grace period). Should I chose to not fly within this time frame, Agent Au Pair will not provide a flight home. If I choose not to use the return flight home no refund, credit, or voucher will be supplied.

Flights:

- 28. Agent Au Pair will book all flights according to our policies. The airlines have their own policies which change from time to time. The au pair is responsible for making sure she/he is at the airport in time to take the flight, make transfers at layover airports according to the itinerary. Some airlinesmay charge for baggage and/or in-flight meals and the au pair is responsible for paying all baggage fees, meals, and customs fees or other expenses associated with the flight. Agent Au Pair does not pay for baggage charges or other fees associated with the flight (domestically or international flights).
- 29. Agent Au Pair will book my flights according to dates and policies of the program. It is my responsibility to get to airport and be on board the flight the agency has booked for me. I am responsible for any . domestic fares (in my home country) in order to be on the flight, including bus, train or taxi fares.
- 30. I agree that Agent Au Pair is not my employer or an employment or staffing agency.

Host Family and Au Pair Agreement: I agree that an au pair cannot work more than 45 hours per week or 10 hours per day. Au pairs receive 1.5 consecutive days off per week; one weekend off per month; and 2 weeks paid vacation.

Au Pair consents and authorizes Agent Au Pair and its affiliates to use Au Pair's name, photographs, application content, video presentation, comments and statements as well as any other media to use the content provided without limitation, including marketing and advertising. Au Pair consents that Agent Au Pair, their legal representatives and those acting on their authority have the right to take photographs, statements and other media of Au Pair to use it publicly without limitation, including marketing, advertising, online and print.

I understand the above information and will abide by the rules of Agent Au Pair. I have truthfully answered all questions on my application. I understand the policies and grievance procedures, and that Agent Au Pair is not, for any purpose including federal, state, or local laws, my employer and employer of any au pair.

By signing this form, I certify that I have had the opportunity to ask questions and have them answered, and have <u>had the opportunity to have any part of this Agreement translated so that I understand my responsibilities</u> toward the program.

	-	
Au Pair Signature		Date





References can only be accepted from non-family members.

3S soggiorni studio CHILDCARE REFERENCE FORM

Please only type answers

To be completed by childcare reference or employer who the au pair worked for - please use black ink

The applicant below has applied to Agent Au Pair to spend a year in America as an au pair. The information you provide will help us determine whether the applicant is appropriate for the program. Taking care of children is a serious responsibility and all information you can give us to assist in assessing the character of the applicant is important.

1. Name of applicant/ au pair:									
REREFENCE INFORMATION:									
2. Name of reference:				3. Teleph	none:				
4. City/Country of residence:				5. Email:	<u>:</u>				
6. May a prospective American host family call you?:									
7. DATE:									
8. How long have you known the applicant?									
9. Applicant cared for the ch	ldren (ple	ase tick o	one box)		□Alone	☐As hel	per 🗆 With 0	Others	
10. Please fill in the matrix b	elow to de	scribe in	detail the l	nours and o	duties perfor	med by the applica	ant:		
Name of Child	Age at beginning	Age at end	Hours per week (Average)	From (dates) mm/dd/yy	To (dates) mm/dd/yy	Activit	ies done during su	pervision	
11. Why do you recommend	applicant	as a chile	dcare provid	ler:					
			·						
12. Please rate the following	characteri	stics of t	he applican	t (in your o	opinion):				
Dana a cileilite	Excelle	nt	Very, Very	Good	Very Good	Good	Adequate	Poor	
Responsibility Helpfulness									
Skill Maturity			님						
,					_	_	_	_	
Agent Au Pair Interviewer's Use o	nly								
VERIFIED BY				DATE:		SIGNAT	URE:		
Child care total hours ages 2 ye	ars and old	ler:	Spe	cial needs to	otal hours:				
Under 2 years old total hours: Comments:									





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REREFENCE INFORMATION:									
2. Name of reference:				3. Teleph	none:				
4. City/Country of residence:				5. Email:	<u>:</u>				
6. May a prospective American host family call you?:									
7. DATE:									
8. How long have you known the applicant?									
9. Applicant cared for the ch	ildren (ple	ase tick o	one box)		□Alone	☐As hel	per 🗆 With 0	Others	
10. Please fill in the matrix b	elow to de	scribe in	detail the l	nours and o	duties perfor	med by the applica	ant:		
Name of Child	Age at beginning	Age at end	Hours per week (Average)	From (dates) mm/dd/yy	To (dates) mm/dd/yy	Activit	ies done during su	pervision	
11. Why do you recommend	applicant	as a chile	dcare provid	ler:					
			·						
12. Please rate the following	characteri	stics of t	he applican	t (in your o	opinion):				
Dana a cileilite	Excelle	nt	Very, Very	Good	Very Good	Good	Adequate	Poor	
Responsibility Helpfulness									
Skill Maturity			님						
,					_	_	_	_	
Agent Au Pair Interviewer's Use o	nly								
VERIFIED BY				DATE:		SIGNAT	URE:		
Child care total hours ages 2 ye	ars and old	ler:	Spe	cial needs to	otal hours:				
Under 2 years old total hours: Comments:									







CHARACTER REFERENCE FORM

Please use BLACK INK.

The applicant below would like to be accepted by *Agent Au Pair* for the au pair program. If accepted, she/he will spend a year in an American family taking care of and being responsible for the children in this family. You will be contacted by the local office to confirm this reference.

1. Name of applicant/ au pair:								
REREFENCE INFORMATIO	N:							
2. Name of reference:			3. Dayt	3. Daytime Telephone:				
4. City/Country of residence: _			5. Ever	ning Telephone:				
6. Email Address:								
7. May a prospective American host family call you?:				□ No, I am und	comfortable speaking	g English		
DATE:								
8. How long have you known	the applicant?							
9. How do you know the appli	cant? (example:	employer, neighb	our, friend, etc.)					
10. Please check the most app	propriate hov red	narding applicant's	s ahilities:					
To. Heade check the most upp	Excellent	Very Good	Good	Adequate	Needs Improvement	Poor		
Communication skills								
Work quality								
Attitude								
Reliability								
Maturity								
Helpfulness								
Ability to work with others								
11. Please describe why you tl	hink the applica	nt would be suitab	le for the progra	m:				
12. Please provide any addition	nal comments a	bout the applicant	t's character:					
Agent Au Pair Interviewer's Use onl	у							
VERIFIED BY		DATE	<u> </u>	SIGN	ATURE:			
COMMENTS:								



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For office use only	
Reference:	Date of AppReceived

The applicant below has applied to become an au pair in the United States for one year. As a part of acceptance into the program, an established physician must attest to the health of the applicant. Since the applicant will be spending time with young children, it is important that **Agent Au Pair** be advised of any medical conditions, listed or otherwise, that would impair his/her ability to perform in this capacity in a satisfactory manner. Please answer all questions to the best of your knowledge. Name of applicant______Date of birth _____ Has the applicant been under the care of this medical office for at least 5 years? \sqcap Nb Date of exam_____Height_____Weight _____ In your opinion, what is the applicant's general state of health? ☐ Excellent ☐ Good □ Fair □ Poor Comments_____ 1. Has the applicant ever had (or currently have): Yes No Yes No allergies anaemia anorexia arthritis bulimia asthma skin allergies depression diabetes dizziness heart disease malaria tuberculosis ulcers \Box hepatitis headaches currently pregnant seizures other If the answer is yes to any of the above questions, is it resolved, and if not resolved, will this affect the ability of the au pair to perform his/her duties? Yes No Explain 2. Surgery and Medication Has the applicant undergone surgery of any kind? □ Yes \sqcap Nb If yes, give dates and details (use a separate sheet of paper if necessary) Is the applicant currently taking any medications (**other** than birth control)? ☐ Yes □ No If yes, list _____

3. Has the applicant ever received treatment for any of the following:							
psychological problems?		□ No	depression or emotional disorders? ☐ Yes ☐ No				
anxiety disorder?	□ Yes	□ Nb	Is the applicant restricted physically or mentally? \square Yes \square No				
schizophrenia?	□ Yes	□ Nb	Does the applicant have a learning disability? ☐ Yes ☐ No				
eating disorder?	□ Yes	□ Nb					
4. Vaccinations:							
Polio	□ Yes	□ No	Date				
Diphtheria	□ Yes	□ No	Date				
Measles, Mumps & Rubella	□ Yes	□ No	Date				
Other (if applicable)	□ Yes	□ No	Date				
5. Are there any abnormali	ties of the fo	llowing s	systems?				
Tonsils, nose, throat	□ Yes	□ No	neurological 🗆 Yes 🗆 No				
skin	□ Yes	□ No	Eye, vision ☐ Yes ☐ No				
cardiovascular	□ Yes	□ No	muscular skeletal ☐ Yes ☐ No				
gastrointestinal	□ Yes	□ No	Ears, hearing ☐ Yes ☐ No				
metabolic	□ Yes	□ No					
If yes to any of the above, giv	e details						
7. Other comments							
Is there any condition to your	knowledge tha	ıt Agent Aı	u Pair may want to consider before placing the applicant in an				
American home with small chil	dren for one y	ear? If yes	s, explain				
Additional comments of physic	ian (attach a s	eparate sł	neet of paper if necessary):				
I certify that the above info	ormation is co	omplete a	and accurate and all important medical information has been				
Physician's Signature/Stamp			Date				
Address							
Telephone Number							