



2011 PROGRAM SUPPORT & POLICIES

We know the important responsibility that you have as parents for the well being of your children. At AIFS, we work in partnership with host parents and the international visitor who comes to live 'on par' with the family to help provide the information and support that all parties need to establish a mutually rewarding experience and provide the safe and attentive care that children require.

PROVISIONS FOR CHILD CARE

There may be occasions throughout the exchange, such as illness or scheduling conflicts, when your au pair/companion is not available and alternate care arrangements will need to be made. Her weekly stipend is to be paid during these unavoidable periods.

Host families are encouraged to maintain a network of child care support services in the community for those times when back-up child care is needed. In particular, families in the EduCare program will need to consider care arrangements during their children's school vacation period as the care the companion provides is limited to 30 hours per week.

Due to special circumstances, such as serious illness, AIFS may require the au pair/companion to return home prior to completion of her year. In these cases, the program will use reasonable efforts to locate an alternate program participant for the family.

CONCERNS OF COMPATIBILITY

Program participants make a commitment to a minimum 12-month exchange with an option to extend the duration of stay 6, 9 or 12 months. The Community Counselor is available to help correct performance and adjustment issues which, if not addressed, may prevent the completion of the commitment. Host Families are expected to bring problems which they believe could result in an alternate placement to the attention of the Community Counselor immediately. Every effort is to be made to work together to resolve differences.

If, on the advice of the Community Counselor and in the judgement of AIFS the problems can only be resolved by removing the au pair/companion from the host family's residence, program representatives will address the situation. The au pair/companion is not to be asked to leave the home by the family without a Community Counselor's knowledge and involvement.

Where rematch is deemed appropriate, reasonable effort will be made to find alternate placements for all parties. ***The Host Family is responsible for hosting the au pair/companion for up to two weeks until alternate placement is arranged.*** The au pair/companion is expected to continue to perform child care services during this period. The family is expected to pay the weekly stipend even if the family prefers the au pair/companion not perform child care duties during this time. [Note: the first month in the placement is viewed as an adjustment period during which time no change in placement will be considered.]

TERMS OF REPLACEMENT

Program fees will be assessed for the time the au pair/companion is with the host family providing child care plus the four-day orientation program au pairs attend when they first arrive in the United States. No change in placement will be considered during the first month after arrival, as this time is viewed as an adjustment period for both parties.

If a match is terminated after one month of placement and before six months have elapsed, or if, in the judgment of AIFS, a placement terminates for reasons beyond the host family's control after six months from the date of the au pair/companions arrival in the home, a replacement au pair/companion will be offered. If a family chooses to withdraw after six months with one au pair they forfeit refund privileges. **It is not the policy of AIFS to issue a refund of fees for time remaining on the contract in lieu of selecting a replacement.**

Au Pair in America cannot guarantee 51 weeks of uninterrupted child care. Though we endeavor to provide smooth transitions, interim alternative care at your expense may be needed if a change of au pair is necessary.

If the replacement's contract term is longer or shorter than the host family's contract term, a program fee adjustment will be made. In the case of a shorter contract, the host family will receive a credit (held for up to six months) or refund if requested which will be issued after the replacement contract term is complete, for each full week remaining in the initial contract period. In the case of a longer contract, the Host Family will be charged for each full week of the replacement's contract with payment due one month prior to the end of the initial contract period. No program fees will be assessed for any time a host family is without a placement.

CONTINUANCE WITH THE PROGRAM

The program reserves the right to terminate a relationship with a host family in the event of a violation of government regulations and/or program policies, or if the program determines that it is inappropriate for the relationship to continue. Violations not tolerated include: not paying or reducing the au pair/companion's minimum weekly stipend; not paying or reducing the au pair/companion's educational funds; not allowing or reducing the au pair/companion's free time; increasing responsibilities beyond the time and scope stipulated by the U.S. government regulations; or not treating the au pair/companion appropriately. The program may also terminate a relationship with a host family when the host family's program fees are more than 60 days in arrears, or in the program's determination, the host family is not in keeping with the cultural exchange spirit of the program. In such cases, the host family will not be granted a replacement or refund of program fees.

FINANCIAL INFORMATION AND REFUND POLICY

The application fee, repeat family deposit and program fee are nonrefundable except in these special circumstances:

- The \$350 application fee is refundable if a host family's application is declined by AIFS.
- The \$400 match fee is refundable if Au Pair in America is unable to arrange for the selected au pair to arrive in the U.S.
- A host family withdrawing from either the Au Pair in America program or the Extraordinaire program after selecting an au pair but before the au pair arrives in the U.S. is responsible for a \$1,200 cancellation fee. A family on the EduCare program withdrawing after selecting a companion but before the companion arrives in the U.S. is responsible for a \$995 cancellation fee. The application fee and match fee will not be refunded.
- If a host family wishes a replacement to complete or extend their contract year but AIFS is unable to provide a replacement, the host family is entitled to a refund according to the program's refund calculation schedule (see schedule on the next page).
- If between one and six months after arrival, the second au pair/companion on the contract is found to be incompatible, the au pair/companion will be removed. The family may then, subject to the approval of AIFS, either (1) receive a refund under the terms of the program's refund policy or (2) receive a credit for the balance of the time on the contract that may be applied toward a new contract term.
- A family who withdraws after six months of the exchange with an au pair will forfeit any refund privileges.
- If the host family has a serious change of circumstance (such as illness or relocation to an area where AIFS does not have a Community Counselor within a one-hour drive) and is unable to continue in the 12-month program, AIFS will hold the host family's credit balance for up to one year. The credit balance can only be applied to a future placement. In extreme situations, AIFS in its sole discretion, may refund the family in accordance with the program's refund policy (see Refund Calculations schedule) if a replacement host family is found for the au pair/companion involved.
- Child Care Protection Plan: If one, or both, of the hosting parent(s) or custodian(s) involuntarily loses a job that results in the loss of twenty-five percent (25%) or more of the combined incomes of the hosting parent(s) or custodian(s) after the au pair has arrived in the home, AIFS will refund the program fees, for the time remaining on the contract according to the program's refund calculation schedule. The host family at their discretion may elect to either retain the au pair for the period of time remaining on her first 12-month term (or if job loss occurs during the extension term then for the period of time remaining in extension) or request that the program remove the au pair from the home and the program will make every reasonable effort to place the au pair with another family. If the host family retains the au pair they agree to continue to abide by all program guidelines and policies and must continue to pay the au pair's weekly stipend and provide all applicable educational benefits. AIFS in its sole discretion will refund the family in accordance with the program's refund policy based on a review of reasonable documentation proving the loss of income that must be furnished by the hosting parent(s) or custodian(s) to the program.

REFUND CALCULATION SCHEDULE

These schedules apply to the first 12-month exchange. A new schedule will be provided to the family if the family and au pair elect to extend their duration of participation for 6, 9 or 12 months beyond the first year term.

The amount of refund due a host family who qualifies is based upon the month the contract is terminated. Refer to the Financial Information and Refund Policy section of this document on qualifying for a refund.

Calculations for refund amount based on program fees paid in full prior to start of contract:

Contract month	0	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th
<i>\$7295 program fee Refund to Host Family</i>	\$5,940	\$5,445	\$4,950	\$4,455	\$3,960	\$3,465	\$2,970	\$2,475	\$1,980	\$1,485	\$990	\$495	\$0
<i>\$8450 program fee Refund to Host Family</i>	\$7,008	\$6,424	\$5,840	\$5,256	\$4,672	\$4,088	\$3,504	\$2,920	\$2,336	\$1,752	\$1,168	\$584	\$0
<i>\$6095 program fee Refund to Host Family</i>	\$4,836	\$4,433	\$4,030	\$3,627	\$3,224	\$2,821	\$2,418	\$2,015	\$1,612	\$1,209	\$806	\$403	\$0

*A host family with a match that extends beyond their original 12-month contract as a result of placement with two or more different au pairs would be subject to a comparable calculation.

Calculations for refund amount based on program fees paid under terms of Extended Payment Fee Plan:

Contract month	0	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th
Program Fee (\$7,295)	\$2,255		\$840	\$840	\$840	\$840	\$840	\$840					
Refund to Host Family	\$900	\$405	\$750	\$1,095	\$1,440	\$1,785	\$2,130	\$2,475	\$1,980	\$1,485	\$990	\$495	\$0
Program Fee (\$8,450)	\$2,750		\$950	\$950	\$950	\$950	\$950	\$950					
Refund to Host Family	\$1,308	\$724	\$1,090	\$1,456	\$1,822	\$2,188	\$2,554	\$2,920	\$2,336	\$1,752	\$1,168	\$584	\$0
Program Fee (\$6,095)	\$2,315		\$630	\$630	\$630	\$630	\$630	\$630					
Refund to Host Family	\$1,056	\$653	\$880	\$1,107	\$1,334	\$1,561	\$1,788	\$2,015	\$1,612	\$1,209	\$806	\$403	\$0

Note: The Extended Payment Plan activator fee of \$75 and service charge of \$50 per payment are non-refundable.

**A host family with a match that extends beyond their original 12-month contract as a result of placement with two or more different au pairs would be subject to a comparable calculation.*

Note: For program fees paid by credit card: the approved returned amount will only be credited to the credit card from which the payment was charged.

The application fee, match fee and SEVIS Fee are non-refundable.

THE SEVIS FEE

A fee of \$35 is charged each time the host family selects an au pair who will be applying for a visa to enter the country.

The Student and Exchange Visitor Information System (SEVIS) is a U.S. government internet based tracking system. The Bureau of Immigrations and Customs Enforcement (ICE) of the Department of Homeland Security (DHS) maintains the SEVIS database. It is through this system that all exchange programs request DS-2019 documents for nonimmigrants applying for a visa to enter the U.S. During the period of time a nonimmigrant is in the United States the organization sponsoring the nonimmigrant is required to update the database as information about the nonimmigrant's status and whereabouts changes throughout the year. Officers at U.S. ports of entry and exit also update the nonimmigrant's movement.

DHS is required by law to impose a fee that will pay for the continued operation of the SEVIS program. Rule, 8 CFR Part 103, 214, and 299, Authorizing Collection of the Fee Levied on F, J, and M Nonimmigrant Classifications Under Public Law 104-208 of the federal register dated October 27, 2003, requires that a payment be made to DHS before a nonimmigrant is able to apply for a visa. Nonimmigrants are required to show proof of SEVIS fee payment to the U.S. Consul at the time of appearing for a personal interview and submitting visa application documents. Nonimmigrants also submit a separate fee to the U.S. consul to cover processing of their visa documents.

The SEVIS fee for applicants entering the au pair program on a J-1 visa is currently \$35 and subject to change. Au Pair in America makes a payment and secures the necessary proof of payment on behalf of the au pair at the time of placement. The fee is charged to the family who hosts upon her entry into the U.S. A family who serves as an alternate host for an au pair who has transitioned from her first host family will not be assessed a SEVIS fee.

TRAVEL NOTICE

Program fees are based on airline/airport rates, taxes and associated travel fees in effect at time of printing. AIFS reserves the right to pass along incremental surcharges or mandatory, new or increased taxes, if any, as levied on airline tickets at ports of entry/exit after January 1, 2011. Notification of additional fees, if any, will be sent to host families and will appear on the statement of fees due prior to the arrival of your au pair.

PROGRAM PRACTICES

As a government authorized program, policies are subject to modification as a result of legislative changes. Of particular note is the amount established for the weekly pocket money paid to au pairs/companions.

The au pair program regulations established by the U.S. government tied au pair pocket money to a formula driven by the minimum wage less an allowance for room and board. The minimum weekly pocket money to be paid to au pairs on Au Pair in America's standard program is \$195.75 for up to 45 hours of child care per week.

Au Pair in America requires that the minimum weekly pocket money to be paid to participants arriving after January 1, 2011 on the Au Pair Extraordinaire program for up to 45 hours of child care per week is \$250.

Au Pair in America requires that the minimum weekly pocket money to be paid to participants on the EduCare program for up to 30 hours of care per week is \$146.81.

EDUCATIONAL AND CULTURAL EXCHANGE OPPORTUNITIES

As an educational and cultural exchange program, participation requires a commitment on the part of all parties to take advantage of the educational and cultural offerings.

For families, a host family workshop is provided annually. The workshop will be held in your cluster area and will cover such topics as cultural adaptation or how to effectively make the transition from one care provider to the next at the end of the program year. Attendance at an annual workshop is a requirement of program participation.

As a host family it is expected that you will encourage and give your care provider every opportunity to take advantage of the educational and cultural offerings in your community. Additionally, Community Counselors arrange cultural and social activities for the au pairs/companions throughout the exchange.

LEGISLATIVE BACKGROUND

Au Pair in America and EduCare in America are programs designated by The Department of State to sponsor an au pair/companion Exchange Visitor Program. The program is intended to provide its participants an opportunity to “learn about American culture, improve English language skills and to assist host families with child care while living with American families as a guest member ‘on par’ for a cultural exchange.”

Since 1986, the program has evolved and legislative authorization remains an essential element which continues to distinguish this program from other in-home child care options. The government has issued regulations which establish the framework for recruitment, placement and monitoring of au pair/companion and host family relationships. These regulations appear in the Host Family “Guideline for a Successful Year” which is distributed following the selection of your au pair.

J-1 VISAS

The au pair/EduCare companion applies for the J-1 visa after being chosen by a host family. The documents and instructions to secure the visa are provided by Au Pair in America. The determination to issue the visa is made by the American Consul. Au Pair in America strives to pre-screen and select applicants who would meet the criteria to qualify for the J-1 visa. However, we are unable to guarantee that a visa would be issued to individual applicants prior to placement. In the event a candidate is denied a visa, the program will make every reasonable effort to assist the host family with the selection of an alternate candidate.

Documents to secure the J-1 visa are issued with specific dates of entry based on the arrival date requested by the host family. Change of date requests made by the family may be subject to a \$50 processing fee.

The J-1 visa permits the participant to reside legally in the United States for 12 months while caring for children in a program approved host family. Effective February 2004, The Department of State authorized program sponsors to apply for an extension of duration of stay for au pairs who have successfully completed the first 12-month program. Approval for a 6, 9 or 12-month extension is subject to approval by The Department of State and full details will be provided to the family and au pair by Au Pair in America approximately eight months into the exchange. The Program expects the host family to be aware of J-1 visa conditions and support the au pair/EduCare companion in meeting those conditions. Conditions stipulate the J-1 holder not accept paid employment outside of the family on an approved au pair sponsor program and return home at the end of the approved term.

Au Pair in America will notify the Department of Homeland Security (DHS) and The Department of State if an applicant leaves the program prior to the end of the approved term, but does not exit the country.

Providing child care beyond the approved term is illegal. The Department of Homeland Security (DHS) allows the holder to take an additional month at the conclusion of the exchange to travel in the United States. They are not permitted to provide child care during their travel month.

ROLE OF THE DEPARTMENT OF STATE

Educational and cultural exchange activities have exposed millions of foreign nationals to the United States, its peoples, cultures, skills, business techniques, educational institutions and way of life. Such programs began pursuant to the provisions of the United States Information and Educational Exchange Act of 1948 (Smith-Mundt) and were subsequently incorporated into and broadened under the Fulbright-Hays Act in 1964.

The Fulbright-Hays Act mandates reciprocal exchange and Americans traveling abroad have, in similar fashion, developed an enhanced awareness of foreign people, their cultures and societies. Thus, Fulbright-Hays programs further one of the missions of The Department of State: increasing mutual understanding between Americans and others through people-to-people contact. Oversight of exchange activities occurring under the auspices of the Exchange Visitor Program had been the responsibility of the United States Information Agency until October 1, 1999, when USIA was merged into The Department of State.