

# 2012 Host Family Agreement

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 provide reasonable support concerning problems that may 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. It is also our responsibility to monitor the performance of the candidate in our home, and to promptly notify the Community Counselor of any problems.
- **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 duties [which do not include housework unrelated to the children], for a period not to exceed 10 hours per day for a maximum of 45 hours per week (30 hours per week for EduCare in America), as outlined under "au pair responsibilities" defined in the current program brochure. In exchange, we agree to provide the au pair/companion with:
  - board and lodging [consisting of a separate room, which shall be approved by the local Community Counselor].
  - a minimum weekly stipend established by Au Pair/EduCare in America.
  - at least one full free day and one half free day per week plus one free weekend (Friday evening to Monday morning) each month.
  - two weeks off to be taken at a mutually agreed-upon time during each 12 months of the exchange, two weeks for a nine-month extension, one-week for an extension term of six months, with the minimum weekly stipend as established by Au Pair/EduCare in America.
  - educational costs (to a maximum of \$500 for the year for the standard and Extraordinaire program, \$1,000 for the EduCare program). Adequate time 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); transportation to and from the place of instruction. [Note: The educational component is currently under review by The Department of State and the sum for the educational allowance may increase in 2012.]

We acknowledge that we have read the current program brochure, Program Support and Policies insert and supplemental information received from the Program and agree that the terms and conditions set forth therein shall constitute part of this agreement.

- **Program goals.** We recognize that the goal of the Program is for the au pair/companion to learn about America, and agree to give 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, including excess airline fees imposed by air carriers for increased fuel surcharges or new taxes levied after January 1, 2012 and 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. Accounts which require outside collection services will incur additional fees associated with the collection agency. 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 in Connecticut to our community. We understand the Program will arrange a return flight home at the end of the program exchange from select U.S. cities and any additional flight surcharge will be paid by the au pair/companion.
- **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 grant permission for any such party or entity to disclose the requested information, which will be treated as confidential. After placement, we agree to maintain regular contact and communication with the Community Counselor in order to monitor the appropriateness of the placement and to take advantage of the Program's resources.
- **United States government rules.** We understand that we will be provided with a copy of the rules governing Au Pair/EduCare programs, and we agree to comply with these rules which are subject to change at the discretion of The Department of State.
  - We agree to interview, by telephone, the au pair/companion we select for placement with our family.
  - We agree to have at least one parent/guardian or a responsible adult to remain at home during a minimum three days following the au pair's arrival to train, observe and acclimate her to her child care responsibilities.
  - We understand that an au pair/companion cannot be placed with a host family having 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 special needs children. If we have children in the home younger than school age we will not participate in the EduCare program, unless we have provided written confirmation of the full-time alternative care arrangements in place for our pre-school age children and those arrangements have been approved by the Program.
  - Upon arrival 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 U.S. government and Program guidelines. We will provide the Program with a copy of this agreement.


*(sign on reverse side...)*

If we do not afford the participant the benefits and protections set forth in this agreement [or in government 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 J visa to remain in the U.S. beyond the term granted under the terms of the visa is not possible. We will abide by the Program regulations, relieving the au pair/companion of her duties at the end of the term and encouraging 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 by doing so we may risk our continued participation in the program and that doing so is not in the spirit of 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 are 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. The Program is not, under any circumstances, responsible for any bills 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. We understand that the au pair may only provide childcare for our children and agree to indemnify and hold the Program harmless from any claims resulting from the au pair's care of other children. In addition, all agreements and guidelines provided in this agreement pertain only to the au pair duties while caring for our children and no others.
- **Release of claims against the Program.** We unconditionally release the Program from any claims for damage, injury, loss, or expense of any sort incurred in connection with the participation of our family in the Program and our selection of an au pair/companion to stay in our home. This release includes, but is not limited to, liability for any intentional or negligent acts or omissions by the au pair/companion.
- **Insurance.** We understand it is our responsibility to consult an insurance agent regarding the insurance coverage that may be either required by state law or advisable for our situation. The Host family MUST assess the driving ability of the au pair/companion before granting permission to operate a vehicle, and adequate automobile insurance coverage must be in place 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, and we agree to hold the program harmless and indemnify it from any liability claim by the au pair/companion, including court costs and legal fees.
- **Agreement to arbitrate.** We agree that any claims against the Program that cannot be settled informally will be resolved in binding arbitration if the amount in controversy exceeds \$5000. 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. By signing this agreement, we are waiving our right to have any claim against the Program decided in Court before a judge or jury, although each party retains the right to have a Court confirm the arbitration award in accordance with the law.
- **Applications.** We certify that the information contained in our host family application and any supplemental application documents is true and correct. We understand that you may request reports from credit reporting agencies. If we inquire about whether a credit report was requested, you will tell me; if you receive a report, you will give me the name and contact information of the agency that furnished it.
- **Entire agreement.** We acknowledge that this document (and documents referenced herein) sets forth our entire agreement with the Program, and that we have not relied on any warranties or representations other than set forth above.
- **Severability.** A ruling invalidating a portion of this contract shall not affect the validity of the remainder.
- **Applicable law.** This agreement shall be governed by the laws of the state of Connecticut.

We understand that this document is a legal contract and that we have been advised to seek legal advice if we do not understand its terms. By signing the document, 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.

<i>Signature of parent/guardian 1</i>	<i>Date</i>	<i>Signature of parent/guardian 2</i>	<i>Date</i>
<i>Print name</i>		<i>Print name</i>	
	January 2012		
<i>Signed by authorized official</i>	<i>Date</i>		