



Program Support & Policies

We know the important responsibility that you have as parents for the well being of your children. At the American Institute For Foreign Study, dba Au Pair in America (APIA) and herein referred to as APIA, 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 cultural 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 is not available and alternate care arrangements will need to be made. The minimum weekly federal 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, it may be necessary for the au pair 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

Au pair 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 local Community Counselor and APIA staff in the Stamford office are available to help with 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 APIA the problems can only be resolved by removing the au pair from the host family's residence, program representatives will address the situation. The au pair 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 for up to two weeks until alternate arrangements can be made.*** The au pair is expected to continue to perform child care services during this period. The family is expected to pay the weekly minimum federal stipend (or agreed stipend if higher) even if the family prefers the au pair 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 is to be considered.]

TERMS OF REPLACEMENT

Program fees will be assessed for the time the au pair is with the host family providing child care plus the 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 nine months have elapsed, or if, in the judgment of APIA, a placement terminates for reasons beyond the host family's control after nine months from the date of the au pair arrival in the home, a replacement au pair will be offered. If a family chooses to withdraw after nine months with one au pair they forfeit refund privileges. ***It is not the policy of APIA to issue a refund of fees for time remaining on the contract in lieu of selecting a replacement.***

APIA cannot guarantee uninterrupted child care assistance. Though we endeavor to provide smooth transitions between au pair placements, interim alternative care at your expense may be needed if a change of au pair is necessary.

If your replacement au pair'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 additional time 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 law, 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's minimum weekly stipend; not paying or reducing the au pair's educational funds; not allowing or reducing the au pair's free time; increasing responsibilities beyond the time and scope stipulated by the U.S. government regulations; or other failure to abide by program policies. 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 au pair or refund of program fees.

FINANCIAL INFORMATION AND REFUND POLICY

The application fee, match fee and program fee are nonrefundable except in these special circumstances:

- The \$450 match fee is refundable if APIA is unable to arrange for the selected au pair to arrive in the U.S.
- A host family withdrawing from either the APIA program or the Extraordinaire program after selecting an au pair but before the au pair arrives in the U.S. is responsible for a \$1,300 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 \$1,050 cancellation fee. The match fee will not be refunded.
- If a host family wishes a replacement to complete or extend the family's contract year but APIA is unable to provide a replacement, the host family is entitled to a refund according to the program's refund calculation schedule (refer to Refund Calculation Schedule).
- If between one and nine months after arrival, the second au pair on the contract is found to be incompatible by the host family, the au pair will be removed within two weeks following the host family's decision to end the placement allowing time to identify alternate arrangements for the au pair. The family may then, subject to the approval of APIA, 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 au pair and a new contract term.
- A family who withdraws after nine 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 APIA does not have a Community Counselor within a one-hour drive) and is unable to continue in the 12-month program, APIA 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, APIA in its sole discretion, may refund the family in accordance with the program's refund policy (refer to Refund Calculations Schedule) if a replacement host family is found for the au pair involved.

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 upon the week in 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
\$9,085 program fee Refund to Host Family	\$7,440	\$6,820	\$6,200	\$5,580	\$4,960	\$4,340	\$3,720	\$3,100	\$2,480	\$1,860	\$1,240	\$620	\$0
\$10,250 program fee Refund to Host Family	\$8,460	\$7,755	\$7,050	\$6,345	\$5,640	\$4,935	\$4,230	\$3,525	\$2,820	\$2,115	\$1,410	\$705	\$0
\$8,220 program fee Refund to Host Family	\$6,480	\$5,940	\$5,400	\$4,860	\$4,320	\$3,780	\$3,240	\$2,700	\$2,160	\$1,620	\$1,080	\$540	\$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 (\$9,085)	\$2,755		\$1,055	\$1,055	\$1,055	\$1,055	\$1,055	\$1,055					
Refund to Host Family	\$1,110	\$490	\$925	\$1,360	\$1,795	\$2,230	\$2,665	\$3,100	\$2,480	\$1,860	\$1,240	\$620	\$0
Program Fee (\$10,250)	\$3,350		\$1,150	\$1,150	\$1,150	\$1,150	\$1,150	\$1,150					
Refund to Host Family	\$1,560	\$855	\$1,300	\$1,745	\$2,190	\$2,635	\$3,080	\$3,525	\$2,820	\$2,115	\$1,410	\$705	\$0
Program Fee (\$8,220)	\$2,760		\$910	\$910	\$910	\$910	\$910	\$910					
Refund to Host Family	\$1,020	\$480	\$850	\$1,220	\$1,590	\$1,960	\$2,330	\$2,700	\$2,160	\$1,620	\$1,080	\$540	\$0

Note: The Extended Payment Plan activator fee of \$80 and service charge of \$55 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. APIA 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, 2019. 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 REQUIREMENTS FOR WEEKLY STIPEND

As a government authorized program, policies are subject to modification without prior notice as a result of legislative, regulatory, administrative or judicial changes.

Minimum Weekly Federal Stipend to Au Pair

Au Pairs on the au pair program are to be compensated by the host family at a weekly rate based upon 45 hours of child care services per week and paid in conformance with the Fair Labor Standards Act (FLSA) as interpreted and implemented by the U.S. Department of State.

EduCare participants are to be compensated at a rate that is 75% of the weekly rate established for those on the au pair program for up to 30 hours of child care services per week.

The minimum weekly federal stipend of \$195.75 for the standard participant for up to 45 hours per week child care services and \$146.81 for the EduCare participant for up to 30 hours per week of child care services is calculated at the federal minimum wage less a credit set by the Department of Labor for room and board.

Au pairs on the Au Pair Extraordinaire program are to be compensated at a weekly rate of no less than \$250.00 as set by APIA for up to 45 hours per week of child care services.

Note: Host families have the option to pay more than the required minimum standards, but under no circumstance may the host family pay less than the weekly minimum stipend.

LEGISLATIVE BACKGROUND OF AU PAIR PROGRAMS

Au Pair in America and EduCare in America are programs designated by The Department of State to sponsor an au pair 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 and host family relationships. These regulations appear in the Host Family "Guideline for a Successful Year", a resource guide posted on the host family portal.

As a host family participating in the program, you must familiarize yourself and comply with these regulations, as well as any revisions to the regulations, which may be changed at the discretion of the Department of State or the federal government. The obligation to comply with applicable law includes any applicable state and local laws and regulations, including those related to the provision of domestic child care services by an au pair. This obligation extends to any law, statute, ordinance, regulation, order or ruling from a duly constituted governmental body of competent jurisdiction that is, issued, modified, adopted, or takes effect, after you begin your placement.

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.

Au pairs are required to complete an educational component -- those on the standard or Extraordinaire program at to complete 6 semester hours (or their equivalent) of academic credit at an accredited U.S. post-secondary institution (12 semester hours for EduCare participants). As a condition of program participation, host families must agree to facilitate the enrollment and attendance of au pairs and to pay the cost of course work in an amount not to exceed \$1,000 for EduCare participants and in an amount not to exceed \$500 for au pair and Extraordinaire participants.

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 throughout the exchange.

For families, a host family workshop is provided annually. The workshop will be held in relative proximity to the cluster area. Attendance at an annual workshop is a requirement of program participation.

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.

J-1 VISAS

The au pair/EduCare participant applies for the J-1 visa after being chosen by a host family. The documents and instructions to secure the visa are provided by APIA. The determination to issue the visa is made by the American Consul. APIA 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.

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 APIA 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 participant 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.

APIA 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.