

AU PAIR AGREEMENT

I, _____ (print name), agree to the following terms and conditions of the Agent Au Pair Au Pair Program. By signing this Agreement, I certify that if I do not understand any item below, I have sought translation or explanation from my local international agent.

1. **I agree:**

- 1.1 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.
- 1.2 I will abide by all federal, state and local laws.
- 1.3 I agree to perform childcare and housekeeping duties as it relates to the children including general supervision, 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 its decision shall be final.
- 1.4 I will abide by the method of discipline as outlined by the Host Family.
- 1.5 I understand that I am not to care for a baby under the age of 3 months, and that a responsible adult must remain in the home at all times when a baby under 3 months is present.
- 1.6 I understand I must have at least 200 hours of childcare experience caring for children under the age of 2 if I am to care for this age while in the U.S.
- 1.7 I agree to perform childcare and housekeeping duties which shall not exceed: 1) 45 hours per week; 2) 5 ½ days per week; 3) 10 hours per day. I will receive a weekly stipend of \$195.75 from the host family, I will receive one full weekend off each month (Friday evening to Monday morning), and 1.5 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.
- 1.8 I will receive 2 weeks paid vacation to be taken at a mutually agreeable time. Vacation days accrue at one day per month beginning from the third month in the home.
- 1.9 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 514, as amended from time to time (the "Regulations"). I certify that I have received a copy of said Regulations.

2. **Host Family:**

- 2.1 I understand that I am responsible for \$250 deductible per incident, in case of an accident with the host family vehicle, 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.
- 2.2 I agree to attend monthly meetings held by the local community counsellor and that non-attendance could put my program status in jeopardy.
- 2.3 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. Agent Au Pair recommends an initial adjustment of 60 days after the au pair's arrival to attempt to resolve the problem; however 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.
- 2.4 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 include (but are not limited to) telephone bills, auto-mobile expenses, travel expenses, health insurance expenses, or dry cleaning. I understand I am responsible for medical bills that are not covered by the insurance.
- 2.5 I understand that I may be terminated from the program if I do not successfully complete the program requirements and uphold program expectations for reasons including, but not limited to the following: deciding 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; neglectful behaviour of the children; non-participation in training; not completing the educational component; non-attendance of monthly meetings; or if I violate this Agreement in any way.
- 2.6 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, or Agent Au Pair will discontinue to search for a placement and that Agent Au Pair cannot guarantee a new host family placement for me. I will have the 2 week transition period to try to be placed and if a placement is not found, I may have another 2 weeks to find a placement. Inability to be placed will result in early return to my home country.

3. Education:

- 3.1 I agree to enroll and attend an accredited US post-secondary institution for no less than 6 units and the host family will be responsible for paying up to \$500 for the year. I will submit documentation of attendance for these classes at the end of my year. I understand that no Extension is possible unless I have fulfilled this requirement.
- 3.2 I agree that my course work will not interfere with my childcare duties.
- 3.3 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.

4. J-1 Work Visa Conditions:

- 4.1 I agree not to enter into any contractual agreement during my year in the United States which may include business contract, employment contract, marital contract or religious contract.
- 4.2 I will make a good faith effort to abide by the rules of the program. I understand any decision regarding my program status, dismissal or replacement is at the sole discretion of Agent Au Pair. 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 including in the host family home, in the car, or in my private quarters.
- 4.3 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 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.
- 4.4 I will not consume alcohol unless I am at the 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.
- 4.5 I understand that the program is for a full year with the possibility to extend for six (6), nine (9), or twelve (12) months. Should I voluntarily decide to return home before the regular end date of my program I understand that my flight will not be paid for and my deposit not returned. Should I terminate or be terminated from the program for any reason as outlined in this agreement, such termination will result in the following:
 - a). I will forfeit the return ticket and I will be required to make my own arrangements to return to my home country at my own expense; and
 - b). I will forfeit the refundable deposit
 - c). My insurance coverage will no longer be valid, no part of it refunded; and
 - d). Agent Au Pair will not provide me housing while in the USA
- 4.6 If I choose not to use the return flight home that has been arranged for me by Agent Au Pair, no refund, credit, or voucher will be supplied.

I understand the above information and will abide by the rules of Agent Au Pair. I have truthfully answered all questions on my application, and I have received a copy of the federal regulations and a copy of the policies and grievance procedures of Agent Au Pair.

Signature

Date