



I, \_\_\_\_\_, as a participant of the Au Pair Foundation Exchange Visitor program, as a(n) \_\_\_\_\_ Au Pair, agree to perform all of my duties under the terms and conditions set out in this Au Pair Pledge.

**A. Basic Principle – I Promise To:**

1. Carry out my responsibilities in child care for my host family's child(ren) in a conscientious and alert manner with respect, courtesy, safety and commitment.
2. Act with a level of maturity which is respectful of my host family's values.
3. Avoid behavior which may reflect negatively on my host family or Au Pair Foundation.
4. Obey all U.S. Federal, State and local laws
5. Actively participate in and contribute to the life of my host family with a positive attitude, as if I were a member of the family, and join in family meals, holidays and other cultural and social activities.
6. Enroll in and attend at least six (6) semester hours or the equivalent, at an accredited post-secondary educational institution.
7. Abide by all regulations and instructions of the U.S. Department of State concerning the Au Pair Foundation Exchange Visitor Program .
8. Cooperate fully with all representatives of the Au Pair Foundation Program, and comply with any instructions they may give me.

**B. Forbidden Activities. During my one year Au Pair Foundation Program stay in the U.S., I will not under any circumstances:**

1. Accept any form of paid employment other than for my duties as an Au Pair with my host family from whom I will receive a weekly stipend according to current U.S. Government regulations.
2. Ask to borrow money from my host family or accept any offer from them to lend money to me.
3. Use illegal drugs or engage in the excessive use of alcohol during my stay.
4. Consume alcoholic beverages if I am under the U.S. legal drinking age of 21 years old.
5. Smoke in the home of my host family without permission
6. Violate the terms jointly established in the Host Family Au Pair Agreement.

**C. Basic Duties**

As an Au Pair Foundation participant, I accept the terms of my agreement responsibilities to provide up to \_\_\_\_\_ hours per week contained within five and a half days of a given week of child care and light housekeeping, in accordance with arrangements I will determine with my host family and an Au Pair Foundation representative. I understand that my host family reserves the right to include in my child-care duties and I agree to perform:

1. Supervision of my host family's child(ren), including, but not limited to: watching them for safety purposes, playing with them, and reading to them for pleasure and in assistance of schoolwork.
2. Remaining in the home with the child(ren) during any times of illness that would prevent them from attending school or during school holidays and closures.
3. Remaining in the home with the child(ren) should the parents be away during the evening hours or overnight.

Educare Au Pairs provide a maximum of 30 hours/week. Infant Care & Standard Care Au Pairs provide a maximum of 45 hours/week.

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#### D. Additional Responsibilities

In addition to the terms of my Au Pair responsibilities, I understand that I have certain responsibilities toward my host family as a whole, and I agree to:

1. Maintain my bedroom in a clean and orderly fashion.
2. Contribute to the cleanliness of the shared areas of my host family's home, including but not limited to areas such as bathrooms, living rooms, kitchens, etc.
3. Openly communicate in advance with my host family regarding the scheduling of my free hours and two weeks (10) days vacation.
4. Promptly reimburse my host family for any and all expenses they may incur on behalf of my personal needs such as telephone bills, etc.
5. Transport the child(ren) to and from school, lessons, playgroups, medical appointments and errands, if required.
6. Prepare some meals for the child(ren) and clean up afterwards.
7. Assist in the upkeep of the child(ren)'s rooms, toys and other belongings, bed, and laundry.
8. Respect the curfew and house rules regarding guests.
9. If given access to the family car, consider it's use a privilege, and respect my host family's guidelines for appropriate use of the car(s). I understand that I will not be covered under my host family's auto insurance should I use a car that is not owned and insured by my host family. I also understand that I am liable for up to a \$250.00 deductible of my host family's insurance for any injury to the car that occurs when it is under my control.
10. Submit my return travel form within 30 days from the date it is e-mailed to me. Should I neglect to send it to Au Pair Foundation's headquarters within above stated 30 days, I understand I will forfeit my full deposit.

#### E. Enrichment Expectations

I attest that I have chosen to enter into the Au Pair Foundation Program of my own free will, and I have done so with the intent of personal, educational and cultural enrichment, and I agree to:

1. Complete 6 semester units in a pre-approved post secondary educational institution and maintain records of completion of these units for home country officials upon return to my country.
2. Pay for my educational expenses that exceed the \$500.00 financial assistance provided by my host family.
3. Return to my home country at the end of my stay on or before the termination date of my visa and will not attempt to return subsequently to the United States without a valid and current U.S. visa.

#### F. Pledge of Commitment and Cooperation

In exchange for Au Pair Foundation accepting me for the Au Pair Program, I solemnly pledge to:

1. Present myself honestly in all correspondence and documentation with the Au Pair Foundation and all representatives for Au Pair Foundation as well as my host family.
2. Accept whatever host family location Au Pair Foundation may arrange for me in any area in the U.S.
3. Attend all required orientations, training and supervision meetings as well as complete periodic program evaluations and training materials.

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4. Complete all visa requirements as instructed, and be responsible for obtaining a valid passport.
5. Comply with all vaccination and immunization requirements, undergo a thorough medical examination and provide all information requested on the Au Pair Foundation medical form.
6. Pay a refundable deposit fee of \$400.00 and a non refundable application fee of \$100.00 prior to my arrival in the U.S.
7. Forfeit my deposit fee and application fee for a total of \$500.00 if I choose not to participate in the program after I have accepted a host family placement.
8. Be present in sufficient time for transportation provided or arranged by Au Pair Foundation. I understand that Au Pair Foundation is not under any obligation to provide alternative transportation, except in the case of illness or accident in accordance with the group insurance policy.
9. Make arrangements and pay for my transportation to and from my home country airport prior to my departure to the U.S. and upon my return to my home country.
10. Make arrangements and pay for my transportation from my host family's home to the U.S. international airport at the end of my program year.

#### G. Miscellaneous Obligations

1. If I choose to travel during my vacation time within the one-year program term, I will inform my Community Representative and Au Pair Foundation Headquarters. If I travel outside of the U.S. during the one year program term, it is my responsibility to contact the appropriate country's embassy to determine if a visa is required for my entry into that country, and I will submit my DS-2019 form to the Au Pair Foundation headquarters office at least three weeks prior to my travel in order for the Au Pair Foundation office to return the DS-2019 form prior to my departure date.
2. I understand that I must return to my home country no later than 30 days after the last day of their one-year program term (date indicated on my DS-2019 form) The J-1 visa allows for this 30 day grace period for exchange visitors to return to their home country. During this 30 day grace period the host family is not required to host the Au Pair nor are they required to pay your weekly stipend amount.
3. I understand that I must confirm my return travel arrangement in writing with the Au Pair Foundation Headquarters office three months prior to my departure and pay any applicable airline charges in advance.
4. I understand that medical insurance provided by Au Pair Foundation is valid for 365 days from my arrival in the U.S.
5. I understand that I am responsible for financing my own medical insurance coverage for the 13th month if I choose to remain in the United States for the one month (30 days) grace period.
6. I understand that I am responsible for any applicable airline surcharges or fees resulting from changing my travel itinerary.
7. I understand that should I choose to terminate my participation with the Au Pair Foundation Program prior to the end of my one year program term, I am bound to surrender my visa to the Au Pair Foundation and must give at least two weeks notice to my host family and the Au Pair Foundation.
8. If I choose not to be placed with another family, I will forfeit my deposit fee.
9. I understand that if I commit any violation of this pledge and agreement, I may be financially responsible for any monetary penalties incurred as a result of my conduct.

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#### H. Grievance Procedure

I understand the Au Pair Foundation grievance policy states that if I am unhappy with any situation or event, the first step is to tell my host family. If the problem persists, I will advise my Community Representative verbally or in writing. If the problem continues, I will advise the Au Pair Foundation headquarters in writing.

#### I. Miscellaneous Representations

1. I promise that the information I have given on the Au Pair Foundation application form, which was completed by me, is truthful and accurate.
2. I understand that Au Pair Foundation, its affiliates, agency and employees will act on my behalf in arranging certain transportation and other services for me during my participation in the Au Pair program. I understand that none of them will be under any liability to me for any loss, damage, personal injury, delay or expense suffered or incurred by my resulting from any act or omission of any carrier, any member of the host family or any other corporate or non-corporate entity in relation to transportation to and from, and within the U.S.
3. I realize there is a possibility that my program may end prior to my one-year term. Whether the early termination of a placement is due to the failure of the host family or me, I agree to cooperate fully with the Au Pair Foundation in moving to a new host family. In the event that a new family cannot be secured after a reasonable period of time, I realize I may be sent home, which may result in a forfeit of my deposit.
4. I am fully aware that my failure to abide by any of the guidelines and rules stated in this agreement or the guideline set out in the Au Pair Foundation orientation rules and regulations regarding the conduct of Au Pairs will be grounds for my dismissal from the program, and I will be subject to immediate return to my home country and will be responsible for reimbursing Au Pair Foundation for the international airfare fee of \$700.00 and other applicable surcharges as well as the forfeiture of my application, deposit fees and visa.
5. I further agree that Au Pair Foundation or its affiliates or agents may, without liability or expense to themselves, take whatever action they deem appropriate with regard to my health and safety and may place me in a hospital for medical services and treatment, or if no hospital is readily available may place me in the hands of a local medical doctor for treatment.
6. I authorize the Au Pair Foundation to post my photograph and profile on the internet for the purpose of matching me with a qualified host family.
7. I certify that I have never obtained a J-1 Exchange Visitor visa for the purpose of participating in an Au Pair cultural exchange program.
8. It is agreed that U.S. law shall apply to this agreement, and I agree to submit to the jurisdiction of the State of California courts. I have read this entire agreement carefully and I have had the opportunity to ask questions, obtain advice as to its meanings, and I understand it. I am capable of reading and understanding this agreement in English.

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**J. Program Termination**

1. I understand that if I stay in the United States beyond the 30 day grace period from the date issued on my DS-2019 form (i.e. deliberately miss my plane connection or choose to stay in country without taking the proper steps) I will suffer the following consequences:
  - (A) Au Pair Foundation will file for a termination of the DS-2019 which means the Au Pair is officially an illegal alien.
  - (B) All visa violations are reported to the Homeland Security Department and are entered into their systems; thus if a person applies for a drivers license or credit card or is checked by customs/immigration at an airport, by a police department or other places they will be reported as being an illegal alien.
  - (C) Once apprehended, the non-returnees will be placed in a detention center until they can be returned to their home country. If they do not have the funds to pay the ticket, they will remain in detention until a family member of sponsor can provide the funds for the return airfare. They are also deported back to the U.S. Embassy in their home country. Once back in their native country, non-returnees are denied the opportunity to receive a visa to the United States ever again. The same may reflect on their family members.
2. Au Pair Foundation reserves the right to terminate my participating in this program if I should violate any program rules and/or if my mental and/or physical health, as determined solely by the Au Pair Foundation, is in jeopardy. All of the proceeding violations constitute a breach of this agreement and pledge with the Au Pair Foundation and may subject me to a forfeiture of any deposits, application fees or a requirement that I reimburse host families for international airfare cost incurred.

I have read and signed a translation of this document in my native language.

Name: \_\_\_\_\_

Dated: \_\_\_\_\_ Signature: \_\_\_\_\_

Witness: \_\_\_\_\_

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