

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 Principles. 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 semester hours, or the equivalent, at an accredited post-secondary educational institution.
7. Abide by all regulations and instruction 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.
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 Au Pair responsibilities to provide up to \_\_\_\_\_ hours per week (contained within 5 and 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.

**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, kitchen etc.

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

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 children 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 my guests.
9. If given access to the family car, consider its use a privilege, and respect my host family's guidelines for appropriate use of their 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 deductible of my host family insurance for any injury to the care that occurs when it is under my control. .

#### **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 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 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.
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 Application medical form.
6. Pay a refundable deposit fee of \$400.00 and a non-refundable \$100 application fee prior to my arrival in the U.S.
7. Forfeit my deposit and application fee, totaling \$500 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 no under obligation to provide alternative transportation, except in the case of illness or accident in accordance with their 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 choose to 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 Headquarter Office at least three weeks prior to my travel in order for the Au Pair Foundation office to return the DS-2019 form prior my travel 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 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 a weekly stipend.
3. I understand that I must confirm my return travel arrangements 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 thirteenth month if I choose to remain in the United States for the one month 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 in the Au Pair Foundation Program prior to the end of my on-year program, term, I am bound to surrender my visa to Au Pair Foundation and must give at least two weeks notice to my host family and Au Pair Foundation.
8. If I should 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.

#### **H. Grievance Procedure**

I understand the Au Pair Foundation Grievance Policy is 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 headquarters office in writing.

#### **I. Miscellaneous Representations**

1. I promise that the information I have given in 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 me 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 first placement 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 Au Pair Foundation in moving to a new 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 a portion 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 regulation



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 Au Pair Foundation to post my photograph and profile on the internet for the purposes matching me with qualified host families as an Au Pair.

7. I certify that I have never before 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 meaning, and I understand it. I am capable of reading and understanding this agreement in English.

**J. Program Termination.**

1. I understand that if I stay in the United States beyond the 30 days 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 Foundation will file for a termination of the DS-2019, which means that 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. Local jurisdictions and states access these systems; thus, if a person applies for a driver's 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 in violation of the visa regime.

(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 or sponsor can provide the funds for the return airfare. They are also reported back to the US 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 their family members as well.

2. Au Pair Foundation reserves the right to terminate my participation in this program if I should violate any program rules and /or if my mental and/or physical health, as determined solely by Au Pair Foundation, is in jeopardy. All of the preceding violations constitute a breach of this agreement and pledge with Au Pair Foundation, and may subject me to forfeiture of any deposits, application fees or a requirement that I reimburse host families for international airfare costs incurred.

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

Dated: ..... Signature: .....

Witness: .....