



OPENING DOORS TO THE WORLD SINCE 1980!

• **CULTURAL HOMESTAY INTERNATIONAL** •

— A NON-PROFIT EDUCATIONAL EXCHANGE PROGRAM —

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# AU PAIR PROMISE AND AGREEMENT

**“OPEN YOURSELF TO THE WORLD, THE WORLD WILL BECOME YOUR HOME”**

I, \_\_\_\_\_, as a participant of the CHI Au Pair Exchange Visitor Program, agree to perform all of my duties under the terms and conditions set forth in this Promise and Agreement.

## **A. CORE VALUES, I PROMISE TO:**

1. Perform my responsibilities in childcare for my host family's children in a conscientious and alert manner with respect, courtesy, safety and commitment, as well as abide by the host family's rules.
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 CHI Au Pair.
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, including, but not limited to joining 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 outlined by the U.S. Department of State relative to the Au Pair Exchange Visitor Program.
8. Cooperate fully with all representatives of the CHI Au Pair program and understand if any disputes arise relative to program requirements, CHI Au Pair shall resolve said dispute, and its decision shall be final.
9. Participate in this Exchange Visitor Program with the intent to further my personal, educational and cultural enrichment.

## **B. PROHIBITED ACTIVITIES. DURING MY PARTICIPATION PERIOD IN THE CHI AU PAIR PROGRAM, 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 in accordance 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.

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4. Consume alcoholic beverages if I am under the U.S. legal drinking age of 21 years.
5. Smoke in the host family home without permission.
6. Violate the terms jointly established in the Host Family / Au Pair Agreement.
7. Engage in any form of sexual misconduct.

**C. TERMS AND CONDITIONS. I ACCEPT THE TERMS OF MY AU PAIR RESPONSIBILITIES TO:**

1. Notify CHI Au Pair immediately of any new information and / or changes to my application.
2. Ensure I will personally conduct all communication, whether it is via phone, written and/or electronic, with the Host Family during the interview process.
3. Understand that any falsification or exaggeration of any application information provided by me, my references and / or home country agent may result in my immediate dismissal from the program and return to my home country at my expense.
4. Understand that CHI Au Pair has the exclusive right at any time to determine if I am suitable to participate in the program, including inquiries to references and third parties about my background, character, and medical history within the realm of legal guidelines.
5. Understand that as an Au Pair, I am not an employee, agent or independent contractor of CHI Au Pair. At the same time, CHI does not have legal control over the actions of the Host Family.
6. Perform childcare and light housekeeping duties related to childcare:
  - a. Up to 45 hours per week
  - b. 1 1/2 days per week
  - c. Maximum of 10 hours per day
7. Understand that I will receive a weekly stipend from the host family based upon minimum wage in accordance to current U.S. Government regulations.
8. Undertake childcare and related tasks including, but not limited to, supervision; being present when children are sleeping; interactive activities; transport of children to and from school, extra-curricular activities, medical appointments; preparing children's meals; upkeep of children's rooms; and doing children's laundry. If a dispute arises concerning the scope of the Au Pair's responsibilities, CHI Au Pair shall resolve said dispute, and its decision shall be final.
9. Agree to successfully complete the 32 + hours on-line orientation training session. Failure to complete the on-line training will result in cancellation of the placement.
10. Ensure, in the event there is a baby less than three months old living in the home, a parent or other responsible adult shall be present in the home at all times, and that I shall not be the sole caregiver for that child at any time.
11. Ensure, in the event there is an infant under the age of two years old, I must have 200 hours of documented experience working with children under the age of two.
12. Agree that if I am expected or permitted to drive the family car, I will obtain a valid driver's license at my own expense and provide proof.
13. Understand that if I am expected or permitted to drive the family car, my host family must provide me with automobile insurance with a minimum of \$10,000 in medical coverage. I further understand that I will not be responsible for payment of any automobile insurance deductibles that exceed \$250 per accident. I agree never to use the car without the express permission of my host family and will not operate a car after consuming alcoholic beverages.
14. Communicate in advance with the host family regarding the scheduling of my free time of at least 1 1/2 days off per week as well as one full weekend (Friday evening to Monday morning) off per month. In addition, I will notify the host family of the scheduling of my paid vacation time of 14 days.
15. Agree to promptly reimburse the host family for any and all personal expenses incurred by me, including, but not limited to, telephone bills, automobile expenses, travel expenses, etc.
16. Agree to enroll and attend an accredited U.S. post-secondary institution for a minimum of six credit hours or its equivalent. I understand my courses shall be taken at mutually agreed upon time with my host family. I understand my host family shall pay tuition up to a maximum of \$500 for the year. I shall be responsible for costs related with such educational study that exceed the \$500 paid by my host family. I will submit verification of attendance for these classes at the end of my program year.

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17. Agree to attend monthly Au Pair meetings/gatherings/activities arranged by CHI Au Pair. At least 8 out of 12 meetings must be attended. Failure to attend at least 8 out of 12 meetings will mean that no completion certificate will be issued at the end of the Au Pair program term.
18. Agree not to enter into any kind of contractual agreement, such as employment, marital or religious, during my year in the U.S.

**D. AU PAIR CONDUCT AND BEHAVIOUR. I UNDERSTAND AND ACCEPT THE FOLLOWING CONDITIONS:**

1. Use good judgment, sensitivity and caution while participating in Internet-based social media/ networking sites, such as: Facebook, Instagram, Twitter, Snap-chat, Whats-app, and YouTube etc. I agree not to post Host Family information, including but not limited to, pictures, addresses, phone numbers, names, and information about Host Family children.
2. Agree to obey all local, state and federal laws. Should I be arrested for committing a crime, CHI Au Pair is not responsible for arranging or paying for legal help or representation. All legal matters as a result of my actions will be resolved on my own and at my expense. I also acknowledge that if any terms of this Agreement were violated as a result of criminal activity and/or legal matter, CHI may in its sole discretion terminate my participation in the program, and I will immediately return to my home country at my own expense.

**E. FINANCIAL. I UNDERSTAND AND ACCEPT THE FOLLOWING CONDITIONS:**

1. No refunds will be issued for early departure, dismissal and/or any violation of program regulations, local, state and federal laws. The Au Pair agrees to have sufficient financial resources to satisfy all obligations during participation in the CHI Au Pair program, including payment for a return flight if the Au Pair does not complete the program successfully.
2. The au pair is entitled to two weeks or 14 days of paid vacation and vacation time-off is to be determined mutually by both the au pair and host family.
3. The au pair understands that he/she is not entitled to paid or unpaid time-off on government recognized holidays such as Thanksgiving, Christmas, Independence Day, etc.
4. The U.S. Department of Labor has determined that the au pair stipend constitutes "wages" because an employer employee relationship exists between the au pair and the host family. Au Pair wages are essentially in the nature of household employment, and au pairs are required to file U.S. individual tax returns. CHI Au Pair is not responsible for providing, and will not provide, any guidance in tax matters, but that said matters are strictly the responsibility of the au pair.

**F. TRANSPORTATION. I UNDERSTAND AND ACCEPT THE FOLLOWING CONDITIONS:**

1. The au pair is responsible for arranging and paying for domestic home country transportation from his/her residence to a CHI designated international gateway airport, as well as the domestic home country transportation upon return to the home country.
2. At the end of the program year, the au pair is responsible for arranging and paying for U.S. domestic transportation to the U.S. international gateway airport.
3. A portion of the Host Family's program fees is applied toward the au pair's international airfare. CHI Au Pair arranges the itinerary and air ticket purchase.
  - a. Should the au pair cancel or request itinerary changes after the ticket is purchased, the au pair is responsible for paying any penalties and/or surcharges on the ticket.
  - b. Two months prior to the end of the program year, the au pair is required to notify CHI Au Pair, in writing, of his/her departure itinerary and pay any applicable airline charges in advance. Should the au pair fail to comply with this request, the au pair is responsible for arranging the departure flight and paying any penalties, surcharges, and/ or ancillary expenses related non-notification.
  - c. CHI will only book flights that depart during the au pair's program period or the one month grace period. Any au pair that chooses not to return home upon completion of his/ her program or during the grace period following his/her program waives his/her right to a return flight ticket.

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- d. CHI arranges the au pair's return ticket on the best flight option available. If there are no available flights, CHI reserves the right to book the au pair on an alternative date.
- e. CHI cannot guarantee non-stop or direct flights.

**G. TRAVEL & ACCIDENT INSURANCE. I UNDERSTAND AND ACCEPT THE FOLLOWING CONDITIONS:**

1. CHI Au Pair provides the au pair with 12 months of travel and accident insurance that meets U.S. Department of State requirements. Coverage is NOT full comprehensive medical insurance and the travel and accident insurance coverage contains limitations and exclusions. Prior to arrival in the U.S., the au pair agrees to read the insurance coverage and its limitations and exclusions.
2. Pre-existing medical conditions will not be covered by travel and accident insurance.
3. Dental coverage only applies to dental work as a result of an injury or accident. It does NOT cover standard dental treatment.
4. Any medical expenses that are not covered by the insurance policy are the responsibility of the au pair, and not CHI nor the Host Family.
5. The au pair participant is fully responsible for arranging insurance to cover any additional time as a tourist.

**H. J-1 VISA. I UNDERSTAND AND ACCEPT THE FOLLOWING CONDITIONS:**

1. Once the au pair and host family placement is confirmed and all program fees are paid, CHI Au Pair will issue a DS 2019 form - Certificate of Eligibility for Exchange Visitor (J-1) Status.
2. The DS 2019 form is NOT a visa. The au pair must take the DS 2019 form and apply for the J-1 visa at the nearest U.S. Embassy/Consulate in the participant's home country. Without a current J-1 visa stamped in the passport, participation in the program is invalid.
3. The J-1 visa allows the au pair to legally enter the U.S. and participate in the role of an au pair.
4. Should the au pair choose to travel outside the U.S. during the one-year program term, the au pair:
  - a. Must qualify for time-off within the program rules.
  - b. Must notify the host family and CHI Au Pair community administrator
  - c. Is responsible for contacting the appropriate country's embassy to determine if a visa is required for entry into that country.
  - d. Must submit DS 2019 to CHI Au Pair Main Office to verify good standing in program and approve temporary exit out of U.S.
5. There is an optional 30-day post-program grace period in which the au pair may either stay in the U.S. for travel purposes only or return to his/her home country.
  - a. During this 30-day grace period the host family is not obligated to host the au pair, nor are they required to pay a weekly stipend.
  - b. The au pair is not to seek paid employment during the post program grace period.
  - c. The au pair is responsible for any and all living and travel related expenses during the 30-day post-program grace period.
6. The au pair is required to return to his/her home country no later than 30-days after the last day of their one year program term as indicated on the DS 2019 form.
7. The au pair is NOT to seek a change in visa status, i.e. from J-1 to F-1 visa, during his/her CHI Au Pair program. Should the au pair wish to pursue studies on an F-1 visa, he/ she is required to return to his/her home country after the successful completion of the CHI program and then re-enter the U.S. under another applicable valid visa. Should the au pair violate these specific terms, the au pair is not entitled to the return airline ticket, and CHI reserves the right to notify U.S. immigration authorities of procedural abuse.

**I. GRIEVANCE PROCEDURE AND RESOLUTION. SHOULD SIGNIFICANT PROBLEMS OCCUR, INCLUDING BUT NOT LIMITED TO MY HEALTH, SAFETY OR WELFARE AND/ OR ADJUSTMENT TO THE FAMILY, CULTURE AND LANGUAGE, I UNDERSTAND THE FOLLOWING ACTIONS WILL TAKE PLACE AND MY RESPONSIBILITIES IN SUCH SITUATIONS:**

1. The au pair is to initially communicate and problem-solve by working toward a solution with the host family.

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2. If the problem persists, the au pair must notify CHI Au Pair of the situation. CHI will intervene and attempt to resolve the problem. The au pair is aware that there is an initial adjustment period of 60 days following the au pair's arrival before any placement changes is considered; however, any decision regarding the au pair's program status, dismissal or re-placement will be made at the sole discretion of CHI Au Pair.
3. A change in host family needs are not the sole reason for the au pair to request a placement change and/or re-match. The au pair understands the nature of the program of being flexible and agrees to cooperate the CHI during the re-matching process.
4. If the au pair does not make a good faith effort to resolve the problems or misunderstandings, or if the au pair violates any terms of this Agreement, CHI Au Pair may in its sole discretion terminate the au pair's participation in the program and immediately repatriate the au pair to his/her home country at the au pair's expense.
5. If the au pair does not successfully complete the program year, the au pair is responsible for his/her return travel expense.
6. If the au pair's first placement is not successful, and CHI Au Pair determines and approves that the au pair shall be placed in a new family, the au pair agrees to cooperate with CHI Au Pair during the entire re-matching process. Should CHI Au Pair is unable to place the au pair in a new family within a 14 day period, the au pair may be sent home at his/her expense.
7. CHI Au Pair is not responsible for any financial damage or loss alleged to arise from the unavailability of a replacement host family.
8. In the event of an accident or serious illness or medical condition that prevents the au pair from continuing his/her duties, CHI, at its sole discretion and judgment, will end the au pair's program early and expects him/her to return home.

## **J. MEDICAL LIABILITY RELEASE**

I agree that CHI Au Pair, or its agents, can take any action whatsoever in regards to my health and safety without incurring any liability or expense. This may include, but is not limited to, my placement in a hospital, use of doctor/clinical services, and transportation to my home country at my expense.

## **K. LIABILITY RELEASE AGREEMENT**

In consideration of being accepted by the CHI Au Pair program, I hereby release, forever discharge and agree to hold harmless, Cultural Homestay International (CHI), its overseas Partner organizations and/or affiliates thereof from any and all liability claims or demands for personal injury, sickness or death, as well as property damage and expense of any nature whatsoever which may be incurred by me that may occur during participation in the CHI Au Pair program understand that by signing this Release, I fully and completely waive and relinquish all claims I may have against CHI, its employees, Partner organizations and affiliates thereof, and release them from any liability they may otherwise have toward me whether know to me or not. Dispute Resolution. In the event of any dispute between the parties concerning the performance, enforcement or interpretation of this Agreement, such dispute shall be determined by binding arbitration before the American Arbitration Association or Judicial Arbitration and Mediation Service in San Rafael, California, upon the petition of either party. The decision of the arbitration shall be final and binding and may be enforced in any court of competent jurisdiction on the petition of either party. Au Pair agrees that California is a fair and reasonable venue for resolution of any such dispute and it submits to jurisdiction of the Courts of the domiciled in California. My signature below indicates acceptance of the terms of this Agreement, and is legally binding. No alteration of the terms of this Agreement will be valid unless approved by CHI Au Pair. I do not rely on any promises, statements or representations that are not expressly stated in this Agreement. I have retained a copy of this Agreement for my file.

## **L. PERMISSION & RELEASE TO USE WRITTEN MATERIALS/ PHOTOGRAPH**

I agree that CHI Au Pair may use, reproduce, and/or publish all written and or visual materials that may pertain to me, including photographs. I understand that this material may be used in various publications, promotional material, Internet Web page or for other related endeavors. I further agree that use of such written materials and photo-

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graphs pertaining to me may be used with or without my name and for any lawful purpose.

## **M. ACKNOWLEDGEMENT OF PROGRAM RULES, TERMS AND CONDITIONS**

**IMPORTANT NOTE: PLEASE BE AWARE THAT THE ACCEPTANCE OF YOUR CHI AU PAIR CANDIDATE APPLICATION DOES NOT GUARANTEE YOUR PLACEMENT WITH AN AU PAIR FAMILY. AU PAIR FAMILIES CHOOSE THEIR CARE-PROVIDERS FROM THE CHI APPLICANT POOL. AU PAIRS WITH INFANT CARE EXPERIENCE ARE IN THE GREATEST DEMAND AND ARE EASIEST TO PLACE.**

I declare that all information contained in this application packet is true and accurate. I have read this entire Agreement carefully, and I have had the opportunity to ask questions, obtain advice as to its meaning and understand it. I am capable of reading and understanding this Agreement in English. I agree that I will perform my duties and responsibilities to the best of my ability. I understand that my CHI Au Pair program terminates per the date indicated on my DS 2019 form and that CHI is only able to grant extensions by a review and approval process. After the program termination date, I have an optional 30- day grace period for which I can stay in the U.S. for travel purposes only. I understand that failure to depart the U.S., as specified relative to visa immigration laws, may disqualify my entry into the U.S. in the future and/or I may be subject to fines, imprisonment and deportation. I agree to comply and abide by the rules, terms and conditions of this Agreement. I understand that if I violate any terms of this Agreement or any local or national laws, it will result in my immediate dismissal from the program and repatriation. If dismissed from the program, I agree to surrender my visa status, reimburse international airfare/ applicable penalties/surcharges, and immediately return to my home country at my own expense. Any breach of this Agreement and promise to the CHI Au Pair program is subject to financial penalties with no entitlement to any refund. I have retained a copy of this Agreement for my files and reference.

***IMPORTANT: By clicking the check box below, you will be submitting an electronic signature acknowledging acceptance of the program terms and conditions and consequently will be considered valid in lieu of a handwritten signature.***



***As the Au Pair applicant, I \_\_\_\_\_ (Au Pair applicant name) have read and agreed with the Au Pair Promise and Agreement.***

**Au Pair Applicant Initials: \_\_\_\_\_**