



Au Pair @ Home, Special Need Placements and Learner Facilitators

Thank you for your interest. Herewith some information about our placement agency, **Au Pair at Home**. Please visit our website www.aupairathome.co.za if you require further information, or you can contact us directly.

We have been involved in childcare placements within the family environment since 1994, focusing on au pair placements. Au Pair @ Home has the special knowledge, understanding and experience to assess your family's needs. Through the years we have also been involved in placements for families with varying special needs. A large part of these placements have been with children with physical, neurological, psychological or emotional disabilities, who have needed specifically trained individuals to work together with them on programs within their family environment or to function as facilitators accompanying them during their school day.

The Education Ministry has incorporated Inclusive Education into mainstream school systems, opening the way for greater diversity and opportunities for children. Inclusive Education supports the view of experts that children with special need benefit from integrating into mainstream schools. Within this arena Learner Facilitation has come to the fore, as a profession in its own right. The Learner Facilitator's sole attention is the individual child with roles being academic and educational, assisting and supporting where needed. Teaching social skills, modifying behavior whilst working consistently towards higher functionality and independence in the school environment and in life.

Au Pair @ Home has a history of innovation in the field of individualized childcare placement and thus naturally embraced the challenges of sourcing and growing this much-needed profession. We have worked closely with a number of the top schools and earned their respect due to our successful sourcing of the right candidates as Learner Facilitators. We are personally passionate about the work that we do and view our core values and standards of business ethics to be on par with the integrity and standards of professionals in the psychology and educational arenas.

Once we are contacted either by yourselves or the school we discuss in detail the unique requirements of your child, and if requested do a home or school visit and meet your child. If the school initially contacts us we request your personal details to make direct contact with you and forward application forms to fill out.

Our Placement Fee and Contract

The parents are the employers of the Learner Facilitator although her working environment is the school. You are only liable to pay a placement fee once the school and yourselves have approved of the facilitator. On confirmation of the engagement you become liable to pay, to Au Pair at Home, a placement fee equivalent to the monthly salary, which you will pay the Learner Facilitator. The placement fee is payable immediately upon your agreeing to engage a facilitator. This is explained more fully in the attached terms and conditions.

Attached is a contract setting out the terms and conditions upon which we work, which requires your signature. Once we receive the signed contract, together with your completed application forms, which are also attached, we will begin the process of finding a suitable Learner Facilitator for your child. You will note from the contract that you are not bound to pay the placement fee unless a Facilitator is placed with your child. Once you have signed the contract, Au Pair @ Home undertakes to replace the chosen candidate, free of charge, should she leave within 3 months of starting her employment with you. Short term Placements will be charged at a rate of 30% of the total earnings of the au pair for the duration of the placement, with a minimum fee of R150.

Ongoing Support

In addition, if requested to do so, we provide ongoing qualified support by our long established team, and this continues throughout the placement period. If necessary, we mediate to maintain a positive working relationship.

Confidentiality

We treat your family's details as confidential. We require reciprocal confidentiality in regard to certain issues set out in our terms and conditions.

To activate the process, please fax back the attached application forms and signed contract, and we will call you to set up a suitable time to meet the candidates.

Yours sincerely
Lilian & Caron



Special Needs & Learner Facilitator Application Form

Name & Surname:

Contact Details:

Address:

Email:

Cell Phone: Alternative Number:

General Information:

Nationality:

Religion:

Parents:

Name:

Occupation:

CHILDREN:

Name:

Age:

D.O.B:

School:

Gender:

Are the children healthy: Yes No

If not, please detail:

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Do the children have any special needs: Yes No

If so, please detail:

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Languages Spoken: English Afrikaans Other

Pets: Dog Cat Other

Please fill in the relevant details on the child who requires a Learner Facilitator:

1. Detail your child's special needs:

Including any relevant medical, physical, educational or psychological information:

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Is there an official diagnosis: Yes No

2. What role is the Learner Facilitator required to play in the child's daily life:

Where? If at school is there a written brief - please attach OR outline in detail what will be required from the educational facilitator on a daily basis.

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3. To whom does the Learner Facilitator report to:

Does he/she receive supervision? Who from?

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Requirements:

Times of day required:

How many hours per day: Days per week: Salary:

Any extras:

Preferable starting date: For how long:

Use of car: Yes No **Type:**

Will there be travel involved: Yes No

Any additional information you would like to give:

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Who will be responsible for paying Au Pair @ Home:

Name: **Contact number :**

I confirm that the information given above is true and correct and I acknowledge that Au Pair @Home will rely on this information to find an au pair for my family.

I have read the "Terms and Conditions" as below and I agree to abide by them, as well as the provisions in the introductory letter. (mark with an X)

Form Signed at on (date)

Signature: Name:



STANDARD TERMS AND CONDITIONS

Engagement of Services

The client has engaged the services of Au Pair at Home to procure a Special Needs Au pair/ Learner Facilitator on the terms and conditions set out below.

Suitability of special needs au pair/ learner facilitator

Au Pair at Home shall use its best endeavors to ensure that the candidates presented to the client are suitable for the client's needs, but expressly gives no warranty whatsoever that the au pair will be suitable.

Placement Fee

A placement fee equivalent to one month's gross salary payable to the 'au pair' shall be due and payable to Au Pair at Home, immediately upon the client verbally (or other) agreeing to engage an au pair. ***This shall not mean after the employment contract is signed by both parties or when the au pair commences employment with the family.*** 10% interest will be charged should the invoice not be paid immediately on receipt thereof. Au Pair at Home reserves the right to inform the au pair not to commence employment with the family until the placement fee is paid in full. In the event that the au pair's salary is increased during the first 18 months of this contract (whether the au pair's hours increased or the job changes or there is a salary increase), then Au Pair at Home will be entitled to a top up placement fee, due and payable on the date that the increased salary is first paid. One month's gross salary shall mean the amount payable to the au pair on a monthly basis and shall not mean any reduced amount paid to the au pair during a probationary period. Should this fee not be paid in full on placement or when an increase becomes effective, as the case may be, and the account is handed over for collection, the client will, in addition to the placement fee be responsible for all legal costs incurred.

Short term placements

For short term placements, the placement fee shall be 30% of the projected amount payable to the au pair over the period of the placement, which amount shall be adjusted upwards or downwards as the case may be, once the placement has terminated and the amount paid to the au pair determined, subject always to a minimum placement fee of R150.00, which is due and payable even if the short term placement is cancelled or terminated during the period of the placement. Should the short term placement of the au pair be cancelled by the client 3 days or less prior to commencement of the employment a cancellation fee of R150 shall be payable within 24 hours of the client having cancelled the appointment. Au Pair at Home is not obliged to find a short term replacement.

Cancellation

Should an au pair have been placed with the family and for whatever reason the family decides to cancel the placement, after agreeing to hire the au pair, a cancellation fee of R1000.00 (one thousand rand) will become due and payable immediately upon cancellation.

Should a short term cancellation occur once a family has agreed to place an au pair on a short term assignment, a cancellation fee of R500.00 (five hundred rand) will become due and payable immediately upon cancellation. Should this fee not be paid in full on cancellation and the account is handed over for collection, the client will, in addition to the cancellation fee be responsible for all legal costs incurred.

Replacement

Should the au pair leave the client during the first 3 months of the placement period, Au Pair at Home shall, as soon as is reasonably possible in the circumstances, find a replacement au pair. Should the replacement au pair leave the client within the first 3 months of the original au pair's placement period, Au Pair at Home shall have no further obligation to find another replacement, unless otherwise agreed in writing by the client and Au Pair at Home.

Refund of Placement Fee

The placement fee is non refundable, but will be considered refundable in exceptional circumstances, determined by Au Pair at Home in its sole discretion, if the following have been met:

- a) The full placement fee has been paid within 7 days of placement.
- b) The client affords Au Pair at Home sufficient notice in writing as well as sufficient time to source and find a replacement and a replacement has not been found.
- c) Where the working hours and job specifications are identical to the original specification given to Au Pair at Home.

Should the au pair initially engaged be replaced by Au Pair at Home in terms of this contract, and such replacement au pair receives a higher salary than the previous au pair, the client will be required to pay to Au Pair at Home a placement fee or top up fee of the difference in the respective salaries, upon the terms and conditions set out in this agreement.

If the above criteria are met and no replacement is found within a 3 week period, the original au pair placement will be regarded as a short term position, with the placement fee due, being equivalent to 30% of the total paid to the Au Pair.

Non circumvention and confidentiality

The client acknowledges and undertakes that:

- (a) the personal information (including contact details) of the au pair are to remain confidential and shall not be passed on to third parties with a view to or for the purpose of the au pair obtaining employment with that third party;
- (b) the au pair has entered into an agency contract with Au Pair at Home and by procuring employment for the au pair without going through the agency of Au Pair at Home, the client will be causing financial loss to Au Pair at Home and will further be causing the au pair to breach her contract with Au Pair at Home;
- (c) a breach by the client of this provision of the contract will be the basis of a claim by Au Pair at Home against the client for the amount of the placement fee not paid to Au Pair at Home, together with any other damages which it may have suffered including interest and legal costs;
- (d) the client undertakes to treat all information supplied by Au Pair at Home about the au pair as confidential and not to pass such information on to any third party, unless strictly required in order for the au pair to carry out her obligations to the client.

Information, damages and indemnity

In selecting the candidate au pair, Au Pair at Home has relied on the information supplied by the au pair herself and the information obtained from references supplied by the au pair. Au Pair at Home has relied on such information in good faith and has passed on such information to the client in good faith. Au Pair at Home shall bear no liability whatsoever for any loss or damage suffered by the client, directly or indirectly, arising from the au pair's employment with the client. In the event that the au pair suffers any loss, injury or damage arising out of her employment with the client, the client hereby indemnifies Au Pair at Home in respect of any claims made against Au Pair at Home as a result of such loss, injury or damage by the au pair or by any other person.

General

This document contains the whole agreement between the parties. No variation, amendment, deletion or addition to these terms and conditions shall be valid unless in writing and signed by the parties. Neither party shall be bound by any express or implied term, representation, warrant, promise or the like not recorded in this contract. No indulgence granted by Au Pair at Home to the client shall be deemed to be a waiver of any of rights of Au Pair at Home.