



MINISTERIO DE
ASUNTOS EXTERIORES
Y COOPERACIÓN

CONSULADO GENERAL DE
ESPAÑA EN HOUSTON

AU PAIR VISA

Only applications IN PERSON are accepted by the Consulate General of Spain in Houston.

You can apply for a visa at this Consulate if your permanent address is in **Alabama, Arkansas, Louisiana, Mississippi, New Mexico, Oklahoma, Tennessee and Texas.**

US citizens may enter Spain as au pair for up to 90 days without a visa.

The visa process takes around **4 weeks** from the day all documents are presented. Due to the quantity of applications received by this office in June, July, November and December, we highly recommend the applicants to apply for the visa as soon as possible.

It is mandatory for all the au pair applicants to study a minimum of 20 hours per week.

DOCUMENTS REQUIRED

The Consular Administration has full authority to evaluate, and request more documents than those submitted by the applicant.

The latter is hereby informed that submitting the aforementioned documents **does NOT guarantee** automatic issuance of the visa.

ORIGINAL and ONE PHOTOCOPY of each of the following items must be presented:

- 1. National visa application form:** The application forms must be signed and filled out correctly.
- 2. Original Passport and ID:** Valid passport for a minimum of 6 months after the intended date of departure to Spain, with at least one blank page to affix the visa. Your passport may remain at the Consulate. You need to provide proof of residency with a copy of one of the following documents: US Driver's license, US State ID, Voter's Registration Card, current Student ID.
- 3. Two passport size photos:** White Background, 2x2in. One per application form.
- 4. Original hardcopy acceptance letter:** Letter from the Spanish University/School or US program indicating that you are a full-time student. It also needs to include: name, address, telephone and fax number, and registration number with the Ministry of Education of Spain; full payment tuition; duration of the program (date of start & date of termination); subjects of study; hours of study per week (minimum of 20 hours required).
- 5. A contract** signed by the family and the au pair. It must be duly notarized and it must include the obligations of the au pair, the duration of the contract, how many hours per week the au pair will work and the salary, according to the minimum amount stated in the "European Agreement on Au Pair Placement".
* See below the model text approved by the Committee of Ministers of the Council of Europe.
- 6. Health Insurance:** Provide **Original hardcopy letter** from your health insurance company of evidence or travel insurance with international coverage for the intended period of stay in Spain at a minimum of 30,000 Euros (or its equivalent in US dollars) and covering medical emergency and repatriation. The family should provide the medical insurance for the au pair.
- 7. Police Criminal Record clearance FOR STAYS OVER 180 DAYS** verified by **fingerprints**. It cannot be older than 3 months from the application date. The certificate must be either:

<http://www.exteriores.gob.es/Consulados/HOUSTON/es/InformacionParaExtranjeros/Paginas/Visados.aspx>
cog.houston@maec.es

1800 Bering Dr Suite 660
Houston, TX 77057-3129

Telephone: (713) 783-6200
Fax: (713) 783-6166

a) **Department of State clearance** original letter form (from the States where you have lived during the past 5 years). It **must be legalized with the Apostille of the Hague Convention** from the corresponding **Secretary of the State**.

b) **FBI Records** for international purposes, issued by the **US Department of Justice – Federal Bureau of Investigation**. They **must be legalized with the Apostille of the Hague Convention** from the **US Department of State in Washington DC**.

You also must get a police record from the countries where you have lived during the past 5 years.

8. Original **Medical Certificate FOR STAYS OVER 180 DAYS**: A doctor's recent statement (not older than 3 months) with doctor's or medical center's letterhead, indicating that *'the student has been examined and found free of any contagious or infectious diseases according to the International Health Regulation 2005'*. It must be signed by a M.D.

9. The passports can be sent to the applicant under his/her responsibility. The applicant can provide a pre-paid self-addressed envelope. If you do reside in Houston, you must pick up your passport in person.

10. For applicants that do not have permanent residence in the US:

- **Planned Round Trip itinerary/printout.**
- **Evidence of Immigration Status in the US** [Non-US passport holders only]: Provide a Permanent Resident Card or a US Visa with I-20.

• **BE ADVISED THAT ADDITIONAL REQUIREMENTS MIGHT BE REQUESTED.**

• We highly recommend you not to purchase your travel tickets until your visa has been approved.

VISA FEES

- You can find this information in the document Visa fees. The fee will be the same one as the student visa fee.
- We only accept cash (exact change) or money order. No personal check or credit cards will be accepted.
- The processing fee will not be returned even if the visa is not granted or cancelled.

VERY IMPORTANT

- **For programs over 180 days:** Within a month upon arrival in Spain, you must request from the Spanish Police (Policía Nacional) a Student Resident Card ID valid for the completion of your studies.
- In order to apply for the Student Resident Card ID, you must provide the original Medical Certificate and the original Police Criminal Record. These documents will be returned to you once checked by the Consulate.
- Please make sure that you get your passport stamped by the Immigration Authorities upon arriving in Spain.

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Model Text

approved by the Committee of Ministers of the Council of Europe
on 18 January 1972

AGREEMENT

**relating to an au pair placement
subject to the European Agreement on
Au Pair Placement of 24 November 1969**



This agreement relating to an au pair placement is concluded between :

- (Mr) or (Ms) (name)

- Place of residence

.....

hereinafter referred to as "**the host**" and

-(name)

hereinafter referred to as "**the au pair**"

- born on ¹.....

- at.....

- nationality

- place of residence ².....

.....

and (*if the au pair is still a minor*) her/his legal representative :

.....

¹ According to Article 4 of the European Agreement on Au Pair Placement, the au pair shall not be less than 17 or more than 30 years of age. Nevertheless, exceptions to the upper age-limit may be granted by the competent authority of the receiving country in individual cases when justified.

² If the place of residence differs from the place Of permanent residence, please state both addresses.
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I. GENERAL CONDITIONS

The au pair shall be received by the host family for a period of months/unspecified period ¹³ (delete whichever does not apply) under the conditions laid down hereinafter. During this period, the au pair shall be given the opportunity to improve her/his education, in particular with regard to the language, and to increase her/his general cultural development.

The agreement shall take effect from ⁴

II. DUTIES OF THE HOST

II. 1. The host undertakes to receive the au pair into the family and to let her/him share the daily family life ; in this connection, he makes the following declaration of which the au pair takes note :

- that the family consists of
including adults
..... boys, aged of
..... girls, aged of
- that the family lives in a house/a flat (*delete whichever does not apply*)
consisting of rooms includingbathroom(s),
situated from a shopping centre,
(*distance*)
..... from an educational institution where appropriate courses in the
..... language are available.
- Occupation of the host
- Occupation of the host's spouse.....
- The host employs the following domestic staff in the home:
.....
- The language normally spoken in the household is

II. 2. The host shall provide board and lodging for the au pair and shall place at her/his disposal a separate suitable room/a suitable room shared with (*delete whichever does not apply*) ⁵

³ According to Article 3 of the European Agreement on Au Pair Placement, the initial period shall not exceed one year but may be extended to permit of -a maximum stay of two years. Where the agreement has been concluded for an unspecified period, either party shall be entitled to terminate it by giving two weeks' notice.

⁴ According to Article 6 of the European Agreement on Au Pair Placement, the present agreement should be concluded preferably before the person au pair leaves the country in which she/he was resident and at latest during the first week of the placement.

⁵ According to Article 8, paragraph 1, of the European Agreement on Au Pair Placement, the au pair shall, where possible, occupy a separate room.

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II. 3. In addition, the host shall pay the au pair pocket money amounting to weekly.

II. 4. The au pair's hours of duty shall be organised in such a way as ,to allow her/him to fallow courses, and to improve her/his general cultural development and knowledge of the language.

II. 5. The au pair shall have free day(s) per week and shall have full opportunity to take part in religious worship ⁶.

II. 6. (Each country should adopt a text according best with national circumstances resulting from the adaptation of one of the alternatives proposed below or a combination of both.)

The host undertakes to affiliate the au pair -to the social security scheme in respect of the following benefits

or

The host shall take out a private insurance guaranteeing the au pair the following benefits.....⁷

The premium amounts to per month. The whole/half of the premium. (*delete whichever does not apply*) ⁸ shall be paid by the host.

II. 7. In the event of the au pair's falling ill, the host shall continue to provide board and lodging and shall give all appropriate care until such time as necessary arrangements have been made.

III. DUTIES OF THE AU PAIR

III. 1. The au pair undertakes to participate, for :.....hours per day, ⁹ in day to day family duties by furnishing the following services

(specify the services the au pair will be required to perform)

III. 2. The au pair agrees to comply with any formality necessary on her/his part to enable the host to fulfil her/his obligations under paragraph II 6 of this agreement.

⁶ According to Article 8, paragraph 3, of the European Agreement on Au Pair Placement, the au. pair shall have at least one full free day pet week, not less than one such free day in every month being a Sunday.

⁷ The Protocol to the European Agreement provides that in the event of sickness, maternity, and accident benefits shall cover, as far as possible, the cost of medical treatment, pharmacy and hospital care.

⁸ The possibility of making the au pair responsible for half the insurance premiums can only exist where a Contracting Party has made a reservation on this point at the time of ratification of the European Agreement on Au Pair Placement.

⁹ According to Article 9 of the European Agreement on Au Pair Placement, the time effectively occupied in such services shall generally net be more that five hours per day.

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III. 3. The au pair agrees to furnish without delay the medical certificate provided for in Article 5 of the European Agreement on Au Pair Placement ¹⁰.

IV. MISCELLANEOUS PROVISIONS

IV. 1. If the agreement has been concluded for an unspecified period, it may be terminated by either party with two weeks' notice.

Regardless of whether the period concerned is specified or not in the event of serious misconduct by one of the parties, the other party may immediately terminate the agreement. Either of the parties may also terminate the agreement with immediate effect if serious circumstances make such instant termination necessary.

IV. 2. The parties also agree on the following

.....

This agreement has been drawn up in three copies :

- one to be retained by the host,
- one to be retained by the au pair,
- one to be deposited with..... ¹¹

If the au pair is a minor, a further copy is to be handed over to her/his legal representative

Done at _____, on _____

Signature of the au pair

Signature of the host

(if the au pair is a minor, signature of her/his legal representative)

Stamp of the competent authority or the body designated by it

¹⁰ According to Article 5 of the -European Agreement on Au Pair Placement, the au pair's medical certificate shall have been established less than three months before placement and shall declare her/his general state of health.

¹¹ The name of the national competent authority or of the public body appointed by such authority or the private body authorised to deal with au pair placement.

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