

Host Family Handbook/Agreement
HOST FAMILY
Y.E.S. ESL International, Inc.

Welcoming an International Student into Your Home

Becoming a host family to a young student from a different county and culture can be both an enriching and challenging experience. Welcoming an international student into your home helps develop friendships that can last a lifetime. By sharing your home and offering guidance to an international student, your family becomes an important part of the student's life.

Becoming a Host Family

Families interested in hosting an international student should contact our office and ask to speak with one of the Y.E.S. ESL International, Inc. ("Y.E.S.") representatives. If appropriate, the Y.E.S. representative will follow up with the family and organize a home visit. The home visit is an opportunity for families to ask questions and gather more information on the program. Y.E.S. policy requires families to have references and police checks. If your home is selected, a Y.E.S. representative will match a student with your family. Y.E.S. will attempt to match students and families based on family and student interests and preferences, but not every host family/student connection can be a perfect match and Y.E.S. makes no guarantees or warranties regarding the selection of your student or the fit you and your student will have. A positive experience in the Home Stay Program requires effort, cooperation, and patience by both you and your student. To increase the likelihood of a positive experience, please read the following carefully and keep the lines of communication open with both your student and Y.E.S.

Host Families Agree to:

- provide a private bedroom with a door, furnished with a bed, a dresser, and a desk.
- provide two meals per day (breakfast and dinner) on weekdays and three meals per day (breakfast, lunch and dinner) on weekends, holidays and during school breaks (if your student requests meal plan).
- invite and encourage your student's participation in family events.
- show your student local culture and visit some highlights or landmarks of the area.
- explain family rules and expectations at the beginning of your student's stay and as needed throughout the Home Stay, and answer any questions your student may have regarding the rules and expectations.
- become familiar with Y.E.S. program rules and the rules of your student's school or academic program.
- provide use of common areas in the home (living room, family room, kitchen, bathrooms, etc.).
- allow use of laundry facilities, telephones, televisions, VCR, DVD player, DVR, computers, wireless internet systems, dishwashers, home audio or stereo equipment, and similar types of equipment, subject to your family house rules regarding use of the same. Internet access must be provided to your student, and should not be separately charged to your student. Please provide all necessary instruction to your student as to the use of any such devices in your home, as students may be unfamiliar with these items and improper use may cause damage.
- encourage your student's involvement in daily functions of family life (meal preparation, clean-up, etc.).
- provide guidance and advice for school and social issues faced by your student.
- not require your student to baby-sit for extended periods of time or perform other services not expected of other members of the household.
- promptly notify Y.E.S. of any changes in the home that may affect your student, such as: illness, a change in household members (e.g., children leaving, parents separating, long term guests staying

or other students placed in your home by other institutions). Further, if you plan to be away for some period of the Home Stay duration, you must notify Y.E.S. immediately so that alternate arrangements and/or events acceptable to your student and Y.E.S. can be made well in advance.

- secure medical treatment for your student in the event of illness or injury.
- By signing below, you represent that no person living in the home is or has been charged with or convicted of any criminal charges, felony or otherwise, under the criminal codes of United States, the State of California, or any other state, and further agree to notify Y.E.S. immediately in the event of a change in this status.

Neither Host Family nor Y.E.S. are Responsible for:

- **Student finances** – your student is responsible for setting up his/her own bank accounts and controlling his/her own finances. Neither you nor Y.E.S. are responsible for providing an allowance, monitoring spending, or lending money.
- **Individual items**- your student is responsible for purchasing his/her own toiletry items, school supplies, club memberships, social events, etc. However, if you take your student to dinner or a social event you may choose to cover the cost. If you do not intend to cover the cost, please let your student know ahead of time to allow him/her to determine whether to attend or not.
- **Monitoring food** – Neither you nor Y.E.S. are responsible for ensuring that the student maintains any kind of diet, including one for personal or religious beliefs. You are, however, responsible for providing healthy meals and snacks. Please discuss any special dietary needs or food allergies with your student at the beginning of your student's Home Stay, as Y.E.S. will not collect this type of information from the student or provide this type of information to you.
- **Damages** – students are strictly and solely responsible for any damage (personal or property) that he/she causes, whether intentionally, negligently, accidentally or otherwise. Y.E.S. shall not be responsible or liable for any damages of any nature caused by students.

Preparing for the Arrival of Your Student

A successful Home Stay is more likely when all members of the family agree that taking an international student into the home is a good idea. If any family member disagrees with the concept of becoming a host family, that family may wish to reconsider its decision to become a host family. Once a student is placed, you may begin preparing the bedroom for the student. Necessities for your student include a bed, a desk, a laundry bag or basket, trashcans, and a dresser or other piece of furniture to store clothes and other personal effects.

Other useful items include:

- clock radio
- bulletin board (especially if you do not want items attached to the walls)
- calendar
- reading light
- extra blankets
- any other small touches
- set of keys
- list of important phone numbers (police, emergency contacts, etc)
- instructions for any security system your student may have to use

Culture Shock and International Students

Given the nature of your student's visit, it is possible that your student may experience "Culture Shock." Four phases to be aware of and look out for are:

1. **The Honeymoon** – students are excited about their new experience and surroundings. Students will begin to associate the U.S. with their home country. They will also look for similarities between the two, and this helps them feel more comfortable.
2. **Shock** – students start to feel a little disorientated. They will start to notice the differences between American living and life in their home country. At this point, students might feel the most homesick. Most students do not display strong symptoms. However, some may get sleepier or need more time alone or isolated from the host family. Keep the lines of communication open during this time, as your student may want to talk about his/her feelings.
3. **Recovery** – students feel more comfortable, relaxed and secure within their surroundings.
4. **Home free** – students start feeling more like members of the family. Students will begin to enjoy the differences of their new life. They will also display more confidence and feel "at home" with their host family.

Students will go through these stages at different paces and some may not experience any culture shock at all. Culture shock is temporary for most students. With a little understanding and guidance from you, the host family, students should recover quickly. If you notice prolonged depression or anxiety with your student, please contact Y.E.S. to discuss the situation.

Monthly Home Stay Compensation

You will receive any monthly financial compensation for your hosting duties directly from Y.E.S, NOT from your student or your student's family. You are not to ask your student for any additional payments, loans, or other compensation. Failure to abide by this policy will result in your termination as a host family. Payments will be made by Y.E.S. to you on a monthly basis, assuming timely payment of Home Stay fees by your student to Y.E.S. The first payment of the Home Stay will be sent to you in the mail from the Y.E.S. San Diego office after Y.E.S. collects the initial Home Stay fee from the student. Host families are scheduled to receive subsequent monthly payments on or around the 1st of each month thereafter, assuming timely payments are made by the student to Y.E.S. In no event shall you collect any money from your student directly or offset any amounts owed by or to your student against any fees and costs incurred by you.

Homestay Arrangement

All placements are based on **the two-month contract with the initial two-week grace period**, where the student is required to stay with the host family for at least two months after the two-week trial period. During the first two weeks, both you and your student have time to decide if this is a good match. By the end of two weeks, if for some reason you or the student is not happy with the placement, please contact the housing coordinator at Y.E.S. so that we can make other arrangements. **Y.E.S. will withhold the payment until the end of this grace period.** If the student moves out during the period, Y.E.S. will pay you the prorated amount of the student's stay. All placements are also under the condition that the student may choose to extend the contract for other months or choose other housing arrangements only at the end of the two months. When the student choose other housing options at the end of the two months, a written notice to Y.E.S. is required; otherwise the contract automatically extends and Y.E.S. assume the student will continue living with you.

Management Fee

Y.E.S. reserves the right to charge an additional management fee, which may be taken out of the Home Stay fee paid by your student and which may thus decrease the amount of compensation received by you, which additional fee may be imposed by Y.E.S. in Y.E.S.'s sole and absolute discretion. Due to increasing disputes between you and your student, Y.E.S. may become responsible for collection and delivery of Home Stay fees and may take a more active role in the relationship between you and your student. In consideration of Y.E.S. undertaking additional responsibilities for financial transactions and mediating disputes between you and your student, which Y.E.S. deems necessary to maintain healthy relationships, your student may

pay an additional monthly management fee in an amount to be determined by Y.E.S. depending on the circumstances, but in no event less than \$100.00 per month.

Cancellation Policy

Your student must notify you and Y.E.S. at least **30 days before** he/she plans to move out of your home, unless exigent circumstances, as determined by Y.E.S., require less notification. If your student decides to move out without the proper notice, your student will be responsible to pay Y.E.S. for any remaining balance of the Home Stay fee for that month. If your student asks to be moved to another Home Stay location due to incompatibility with the original selected Home Stay location, Y.E.S. will move the student as soon as another Home Stay is available, and the Home Stay fee for the month of the move will be prorated between you and the new host family.

Termination

If you wish to terminate the Home Stay placement before the end of the placement period, you shall provide Y.E.S. with at least four weeks' notice of the termination to allow the Y.E.S. to find a new placement for your student (unless exigent circumstances, as determined by Y.E.S., exist which require less notice). You must also provide Y.E.S. with the reason(s) for the termination in writing. In such case, all payments from Y.E.S. to you will cease as of the date of termination of the placement, and any payments that have been made to you for any period beyond the date of termination of the placement shall be returned by you to Y.E.S. immediately.

Proration of the Payment

If your student moves in/out in the middle of a month and assuming he/she has provided the proper notice, Y.E.S. prorates the Home Stay fee for that month by using a 30 day method, where all months are prorated to 30 days regardless of the number of days in the actual month. For example, if your student were to move out on February 21st, the Home Stay fee for February will be prorated as follows: (Monthly Home Stay fee/30) times the number of days the student stays (21days) = February's Home Stay fee.

* This is based on CA Real Estate Regulation as of 2012.

Home Stay Stipend

You are eligible to receive a monthly stipend from Y.E.S.. This amount may be prorated if a student is in the home less than one full month. Homestay support money may be considered miscellaneous income by the IRS and/or California tax authorities and Y.E.S. is obligated to provide information to the IRS about payments over \$600 in a tax year made to host families. Y.E.S. will provide a Form 1099-misc for tax purposes. **You must fill out a W-9 form provided by Y.E.S. in order to be eligible to host a student.** Y.E.S. cannot provide you with any type of tax advice regarding the treatment of any payments received by you. You must consult your own tax advisors to determine whether and to what extent you must report any money or other benefits received as a result of your status as a host family, and whether and to what extent any tax deductions or tax credits may apply to your situation.

Suggestions

- When you receive the name and address of your student form from Y.E.S., please write to your student to introduce yourself and family. It might be good idea to enclose some family pictures, too.
- You may ask your student to help in a reasonable amount of household chores, to the extent other members of the household participate in similar activities. Regular babysitting is not appropriate.
- Please keep close communication with your student. This is a very important key to having a good relationship with the student. Remember, your student is in a new and unfamiliar place and may be overwhelmed and/or homesick at times. Try to include the student in activities as though he/she was a member of your family.
- Participating in religious or political events is strictly up to your student. Please try to avoid any situations that make him/her feel obligated to participate in such events.
- Please understand that your student will need to devote a substantial amount of time to his/her studies.
- If you have any questions regarding the accommodation fee, please contact Y.E.S. directly. Some students feel uncomfortable when mentioning or discussing money, and may misunderstand or feel pressure to give you money directly.
- When a problem arises, please try to solve it with the student first. If the problem cannot be resolved informally, please call Y.E.S. for assistance.
- To help ensure a good relationship, the most important thing is to treat the student as if he/she was a member of your family rather than a tenant.

Exclusion of Liability

1. By signing below, you understand and acknowledge that Y.E.S. must rely to a great extent on the information provided by the host family and their family members in determining whether they will make an appropriate host family, and on the information provided by the students and their parents in determining whether they will make an appropriate student. Y.E.S.'s screening of potential students is limited to the information provided by the student in the application process and certain follow up interviews which may be conducted. While Y.E.S. will not knowingly retain as a student any individual it knows to be inappropriate, ultimately the behavior of the student cannot be predicted, guaranteed or warranted by Y.E.S. in any way. By signing below, you waive all claims of any kind against Y.E.S. based on the behavior or actions of your student or any other third parties, and further waive any and all claims against Y.E.S. arising out of or relating to the Home Stay program or your relationship with your student, except to the extent such claims are a direct result of intentional conduct on the part of Y.E.S. You also agree to reimburse, indemnify, and hold harmless Y.E.S., its owners, successors, and assigns from any damage, loss or expense incurred or suffered by them as a result of any breach of this agreement or any matter relating to or arising from the Home Stay program, your student, or the terms of this agreement. You also agree to reimburse, indemnify and hold Y.E.S., its owners, successors, and assigns harmless from all liability from loss, damage, or injury to persons or property resulting from any actions or inactions taken by you, your student, or third parties, whether they be intentional, negligent, or accidental in nature.
2. You acknowledge and accept full risk and responsibility for any injury you or your family may incur, or any damage to your property, real or personal, arising from your participation in the Home Stay Program. To the greatest extent permitted by law, you release and forever discharge Y.E.S., its respective owners, agents and employees, from all actions, causes of actions, suits, claims, or demands whatsoever that may arise from your participation in the Home Stay Program.
3. You shall maintain adequate third party liability insurance at all times during your student's stay (generally found on homeowners' policies). You are also advised to check with your home insurance agent to ensure that you and your home are covered by appropriate insurance for your additional resident.

4. Y.E.S. is not responsible for charges relating to long-distance phone calls made by your student (which may run several dollars per minute), or for any other expenses or damages incurred or caused by your student during his/her stay.
5. You represent and warrant that all of the information in your Home Stay application is true and complete to the best of your knowledge and that each family member has been made aware of this agreement and is prepared and happy to welcome a visitor into their family and home. You agree to update any information which changes in the Home Stay application immediately by contacting Y.E.S. regarding the same. You agree to fill out a W-9 form prior to accepting any payments from Y.E.S.
6. You agree to respect your student's privacy, personal property, and individual rights and make every effort to understand your student's culture and integrate your student into your culture.
7. Y.E.S. shall not be responsible for any damages – personal property or otherwise – caused by you or your student, regardless of the level of involvement Y.E.S. staff may devote to selecting qualified host families or students.
8. Abuse towards your student, causing him/her to be upset or have unnecessary expense(s) may result in an immediate termination of the Home Stay with a part or all of the refundable room fees withheld, in Y.E.S.'s sole and absolute discretion. Y.E.S. will attempt to work out problems before a termination occurs if possible.
9. You agree to converse with your student regularly to help improve English skills and make your student feel like part of the family by including him/her in family meals and social activities.
10. You agree to help familiarize your student with the neighborhood and means of transportation and to provide directions or assistance with transit as may be necessary or required.
11. You agree to assist your student with banking needs and shopping for school and personal supplies, in cooperation with Y.E.S.
12. Your student is strictly prohibited from operating host family vehicles or any other vehicles without express permission from the host family or vehicle owner and without the appropriate licenses, insurance, and other necessary documents which may be required. Y.E.S. is not responsible for obtaining any of these documents and has no responsibility for any use of host family or other vehicles by your student. Violation of this policy could lead to serious civil liability or criminal consequences for you, your student, and/or the vehicle owner.

NOTICE OF CONTRACT TERMINATION

You are advised to call the police if you experience emotional, physical, or sexual abuse, or are subjected to any other type of criminal conduct from your student, and your student will be advised to do the same. Y.E.S. is not a substitute for the police in such situations. If you or your student report emotional, physical, or sexual abuse or discomfort to Y.E.S., a Y.E.S. director will take remedial steps as appropriate. Such steps may include but are not limited to the following: 1. Counseling, 2. Relocation, 3. Referral to the local police or sheriff's department; 4. Immediate removal from the host family; 5. Immediate return of the student to his/her home country. All parties, including you, your student, and Y.E.S., have the right to terminate this agreement immediately under the following conditions:

- 1) You or your student are guilty of a serious breach of the house guidelines, and are unwilling to cooperate with one another and the Y.E.S. housing coordinator.
- 2) Your student is drinking alcohol or smoking cigarettes without having permission from you or is using or abusing illegal drugs, or your student is uncomfortable with your drinking alcohol or smoking cigarettes or other tobacco products.
- 3) Your student or the host family is using, selling, or distributing illegal drugs.
- 4) The housing coordinator knows or has reason to believe that your student's rights are being abused or your student's well-being is jeopardized for any reason.
- 5) Your student may be a physical danger or pose a threat to other members of the household or to himself/herself.

Host Family Agreement
Y.E.S. ESL International, Inc.

We, the undersigned, have read the Host Family Handbook/Agreement fully. We understand Y.E.S. will not be responsible for any damages, personal, property or otherwise, caused by the student or any third parties. We hereby release Y.E.S. from any such liability. We accept full responsibility for any expenses incurred by us in relation to the Home Stay program, and understand that the student is responsible for any expenses incurred or damages caused by the student. We agree that we will not look to Y.E.S. to reimburse such expenses or damages under any circumstances. We also certify that the information given to Y.E.S. is complete and accurate. If, as a result of inaccurate information reported to Y.E.S., we are expelled from the Home Stay program, Y.E.S. is not responsible for providing us with any additional funds for any reason. We understand that we may have an attorney review this document prior to signing it, and acknowledge that we have had an opportunity to do so before signing. We fully understand each term of this agreement, and have had an opportunity to have any term we do not understand explained to us in full. We hereby submit ourselves to the exclusive jurisdiction of the courts of the State of California, United States of America, with regard to any issue arising out of or relating in any way to this agreement or our participation in the Home Stay program, and understand and agree that any such legal action will take place solely in the State of California pursuant to the laws of the state of California, without regard to the conflicts of law provisions of California or any other state or country. This document is executed and is to be performed in all material respects in San Diego County, California, and is the whole and complete agreement between the parties.

Dated: _____
_____ (Host Family's Name)

(Host Family's Signature #1)

(Host Family's Signature #2)

(Host Family's Signature #3)

(Host Family's Signature #4)