**ESL TUTORING STUDENT-INSTRUCTOR AGREEMENT**

Please read the following terms and policies carefully regarding Golden Beacon USA’s ESL Tutoring Service. Sign your name and date at the end to signify your agreement to these terms. If you are part of an ESL tutoring group, each individual must sign and return this agreement to the Instructor.

This agreement is between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (herein referred to as ‘**Student**’) and **Golden Beacon USA LLC** (herein referred to as ‘**Company**’) and **Laura Marenco** (herein referred to as ‘**Instructor**’) entered into on \_\_\_\_\_\_\_ (**date**). Golden Beacon USA LLC and Instructor agree to provide the ESL Tutoring Service described below to Student. Student agrees to abide by all policies and procedures as outlined in this agreement as a condition of his or her participation in the ESL Tutoring Service. Company and Instructor reserve the right to modify terms of this agreement at any time. All Students will be notified of any modifications.

**INTRODUCTION**

Golden Beacon USA LLC provides acculturation services to immigrants and refugees to the United States. Among the services offered is our 12 session ESL Tutoring Program (days and times scheduled at the discretion of Student and Instructor). We offer both private one-on-one sessions and small group sessions with a maximum of 4 students. Our program follows the English Language Proficiency Standards (ELPs) for Adult Education from the American Institutes for Research (AIR). Each level of our ESL program prepares students to meet these standards (please see table below) in listening, speaking, reading, and writing English.

There are 5 levels to accommodate students’ various proficiencies in English:

* Low Beginner
* High Beginner
* Low Intermediate
* High Intermediate
* Advanced

For descriptions of each level and to learn more about the ELP Standards, please see our *ESL Levels & Descriptions* document at goldenbeaconusa.com/services/esl-tutoring/.

Each Tutoring Session Package includes:

* An introductory meeting between Student(s) and the Instructor, either in-person or via phone, Zoom, or Skype (**NOTE**: At this time, sessions are only offered virtually)
* An assessment to evaluate the Student’s ESL level
* A unique, 12 session ESL program specifically tailored to the Student’s needs and level
* Homework assignments and a final exam
* Check-in meetings, as needed, via phone, e-mail, in-person, Zoom, or Skype

Student information is kept confidential. All sessions will be conducted in English to immerse the Student in learning the language. Instructor speaks Spanish but is not fluent.

**ENGAGEMENT**

For the Instructor-Student relationship to work, Student must be committed to the learning process with full participation. The desired outcome of improving one’s ability to listen, read, write and speak English is entirely dependent on Student’s efforts. Efforts include, but are not limited to, attending lessons (whether in-person, virtual, or via phone) on time, completing homework as assigned, maintaining communication with Instructor, and engaging in their studies.

**PAYMENT AND FEES**

The total cost for private ESL tutoring at any of the 5 levels is $120. The total cost for small group tutoring (maximum of 4 Students) at any level is $99 per student. Students have the option to pay in 3 interest-free installments for either private or small group tutoring.

**METHODS OF PAYMENT**

An ESL tutoring package and installment plan (if applicable) must be purchased via goldenbeaconusa.com before any meetings or work can begin. Payment can be made via PayPal or credit card. Upon checkout, Student can either pay the full amount upfront or choose an interest-free payment plan of up to 3 months. Student’s credit card will be put on file and charged the subsequent payment installment(s) on a monthly basis until the amount is paid in full.

**REFUND POLICY (APPLIES TO BOTH PRIVATE AND GROUP TUTORING)**

In the event that Student(s), who paid in full upfront, decides that his or her purchase was not the right decision and notifies the Instructor *within 20 days from date of purchase (including holidays and weekends)*, Instructor will provide Student with a 50% refund of the package purchase price.

If Student paid in installments, has no outstanding (already billed, but not paid yet) payments and notifies the Instructor *within 20 days from date of purchase (including holidays and weekends)* of request to terminate service, Instructor will provide Student with a 50% refund of the installment amounts already paid. Any subsequent installments (not billed yet) will not be charged.

If Student notifies Instructor of service termination *after 20 days from date of purchase (weekends and holidays included)*, **no refund** will be provided for both Students who pay in full and those who pay in installments.

If Student notifies Instructor of service termination *after 20 days from date of purchase (weekends and holidays included)* AND has outstanding payments due, **Student will not receive a refund and must pay the past due installments before termination of service.** **Student’s credit card will be charged the outstanding installments.**

Student is encouraged to speak with the Instructor about resolving any issues or problems before requesting service termination.

To request the refund, Student must contact Instructor at laura@goldenbeaconusa.com or via phone at (866) 403-7173.

**TERMINATION**

Company (including for the purposes of this section, the Instructor) is committed to providing all students with a positive experience. By purchasing this Service, Student agrees that the Company may, at its sole discretion, terminate this Agreement, and limit, suspend, or terminate Student’s participation in the service at any time without providing a refund or forgiveness of due payments if Student becomes disruptive to Company, Instructor, or other students, Student fails to participate in the Service, is difficult to work with, or upon violation of the terms as described in this agreement. Student understands that he or she can terminate this agreement at any time.

**CANCELLATION AND RESCHEDULING POLICY**

If Student needs to cancel or reschedule an in-person, virtual, or phone tutoring appointment for any reason, Student is required to provide the Instructor with 24 hours of notice by call or text at (866)403-7173 or e-mail at laura@goldenbeaconusa.com to reschedule the session.

**INDEMNIFICATION**

Student agrees to defend, indemnify, and hold Company (including for the purposes of this section, its affiliates, subsidiaries, parents, successors and assigns, and each of its respective officers, employees, agents, owners, or the Instructor) harmless from any claims, actions, suits, losses, costs, liabilities and expenses, including reasonable attorneys’ fees, relating to, or arising out of, or in any way connected to, the ESL Tutoring Service. Notwithstanding Student’s obligation to indemnify Company and/or Instructor, Company will have sole control of the defense to any claim brought against it, in which case Student agrees to assist Company and cooperate in the defense to the claim.

**DISPUTES RESOLUTION**

Student agrees to attempt to resolve any dispute, claim, or controversy arising out of, or relating to these Terms, including its breach, interpretation, or validity, or use of the ESL Tutoring Service (each, a “Dispute”) by informal resolution. Student may contact Instructor at laura@goldenbeaconusa.com or via (866) 403-7173 to notify Company and Instructor about any Dispute.

**LIMITED LIABILITY**

IN NO EVENT WILL INSTRUCTOR OR COMPANY (INCLUDING, FOR THE PURPOSES OF THIS SECTION, ITS AFFILIATES, SUBSIDIARIES, PARENTS, SUCCESSORS AND ASSIGNS, AND EACH OF COMPANY’S AND THEIR RESPECTIVE OFFICERS, EMPLOYEES, AGENTS, AND OWNERS) BE LIABLE TO STUDENT FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES, LOST PROFITS, OR LOSS OF EMPLOYMENT HOWEVER ARISING, AND WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE, WHICH ARISE OUT OF OR IN CONNECTION WITH THE SERVICES OR THESE TERMS, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF THE REMEDIES UNDER THESE TERMS FAIL OF THEIR ESSENTIAL PURPOSE.

INSTRUCTOR OR COMPANY’S TOTAL AGGREGATE LIABILITY TO STUDENT ARISING OUT OF OR IN CONNECTION WITH THE SERVICE OR THESE TERMS SHALL NOT EXCEED (A) ANY UNDISPUTED AMOUNTS PAID TO COMPANY FOR WHICH A CLAIM ARISES; OR (B) ONE HUNDRED DOLLARS, WHICHEVER IS GREATEST.

INSTRUCTOR AND/OR COMPANY WILL NOT BE LIABLE TO STUDENT FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH THE SERVICE OR FOR FAILURE OF THE INSTRUCTOR TO ATTEND A SCHEDULED ESL TUTORING SESSION DUE TO UNANTICIPATED CIRCUMSTANCES OR UNAVAILABILITY FROM ANY CAUSE BEYOND COMPANY AND INSTRUCTOR’S REASONABLE CONTROL.

LIMITATIONS OF LIABILITY OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES MAY NOT APPLY BY LAW WHERE STUDENT RESIDES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO STUDENT. IN SUCH CASES, COMPANY’S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

**By signing my name below, I acknowledge that I have read and agree to the terms set forth in this agreement.**

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| **Client’s Name (Please Print)** | **Client’s Signature** | **Date** |
| **Laura A Marenco** |  |  |
| **Coach’s Name (Please Print)** | **Coach’s Signature** | **Date** |