

INDEPENDENT CONTRACTOR

We work with Independent Contractors by agreement. **The Language & Cultural Club** is the Company. Under no circumstances is the Contractor to be considered an employee of the Company for any purpose. Contractor is solely responsible to pay all applicable federal, state, and local income and withholding tax obligations or contributions imposed by Social Security, unemployment insurance, or workers' compensation insurance in connection with this agreement on behalf of Contractor itself or those employees, if any, employed by the Contractor.

The terms of agreement are for one year and the Contractor agrees to provide instruction in the Spanish language to children in private and/or public schools located in Howard County, Maryland utilizing the curriculum provided by The Language & Cultural Club and the orientation given by the Company. Instruction is given to students in grades from Pre-K to 5th grade. Level: Novice Learners.

This instruction and educational services include cultural activities, entertainment, sporting and teaching arts and crafts in Spanish. Also contractor agrees to help with clerical and administrative projects related to the creation of a new and extended curriculum of the program.

<u>Control</u>. At all times, Contractor shall have sole control of the manner and means of performing the services required by this agreement and shall complete it according to Contractor's own means and methods of work and independent judgment.

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<u>Compensation</u>. In consideration for the services to be performed by Contractor, Company agrees to pay a rate per class upon previous agreement of time per project defined by the Company and the Contractor.

<u>Materials and instruments</u>. Contractor will use The Language & Cultural Club instructional materials in teaching, and can supplement with materials, equipment, and/or supplies, as Contractor deems necessary. Upon termination of the agreement Contractor agrees to promptly return all materials and instruments.

<u>Confidential Information.</u> Contractor agrees that all materials provided by the Company to the Contractor, including but not limited to books, starting kits, CD's, lesson plans, papers, research and development, records, files, notes, data, information, correspondence, including copies (referred as "Confidential Information") are the sole and exclusive property of The Company. Except as authorized in writing, Contractor agrees not to remove any Confidential Information. Upon termination of the Agreement, Contractor agrees to promptly return all such Confidential Information to the Company.

Non-Compete. For the period of the contract and six months after the termination of this Agreement, regardless of the cause of termination, Contractor agrees that (1) she will not directly or indirectly engage in teaching Spanish to any child/student that the Contractor taught during the term of this Agreement; or (2) use the Company's methodology or lesson plans in any manner that is competitive with the Company. Contractor shall be considered competing with the Company if she engages in such activities in Howard County, Maryland.

Independent Contractors/Spanish Teachers, please submit your cover letter, resume and references to THE LANGUAGE & CULTURAL CLUB: programs@t-lcc.com