

Independent Contractor Agreement

This independent contractor agreement is between LEMON SUN LLC (CASITA DE INGLES) ("the **Company**"), a(n) Florida Limited Liability Company and TEACHER NAME AND SURNAME: _____ ("the **Contractor**"), an individual.

The Company is in the business of teaching languages online and wants to engage the Contractor to Read and review the prepared material to be able to Teach online classes (varying from 15 minutes - 1 hour classes) and complete a 2-3 sentence evaluation for each about the students.

The Contractor has performed the same or similar activities for others.

The parties therefore agree as follows:

1. ENGAGEMENT; SERVICES.

(a) **Engagement.** The Company retains the Contractor to provide, and the Contractor shall provide, the services described in **Exhibit A** (the "**Services**").

(b) **Services.** Without limiting the scope of Services described in **Exhibit A**, the Contractor shall:

(i) perform the Services set forth in **Exhibit A**. However, if a conflict exists between this agreement and any term in **Exhibit A**, the terms in this agreement will control;

(ii) devote as much productive time, energy, and ability to the performance of its duties under this agreement as may be necessary to provide the required Services in a timely and productive manner;

(iii) perform the Services in a safe, good, and workmanlike manner using at all times adequate equipment in good working order;

(iv) communicate with the Company about progress the Contractor has made in performing the Services;

(v) supply all tools, equipment, and supplies required to perform the Services, except if the Contractor's work must be performed on or with the Company's equipment;

(vi) ensure that all materials and equipment furnished to its personnel is of good and merchantable quality, unless otherwise agreed by the Company;

(vii) provide services (including the Services) and end products that are satisfactory and acceptable to the Company and free of defects; and

(viii) remove, replace, or correct all or any portion of the work or end products found defective or unsuitable, without additional cost or risk to the Company.

(c) **Legal Compliance.** The Contractor shall perform the Services in accordance with standards prevailing in the Company's industry, and in accordance with applicable laws, rules, or regulations. The Contractor shall obtain all permits or permissions required to comply with those standards, laws, rules, or regulations.

(d) **Company's Obligations.** The Company shall make timely payments of amounts earned by the Contractor under this agreement and notify the Contractor of any changes to its procedures affecting the Contractor's obligations under this agreement at least 30 days before implementing those changes.

2. TERM AND TERMINATION.

(a) **Term.** This agreement will become effective as described in section 21. Unless it is terminated earlier in accordance with subsection 2(b), this agreement will continue until the Services have been satisfactorily completed and the Contractor has been paid in full for such Services (the "**Term**").

(b) **Termination.** This agreement may be terminated:

(i) by either party on provision of 14 days' written notice to the other party, with or without cause;

(ii) by either party for a material breach of any provision of this agreement by the other party, if the other party's material breach is not cured within 3 days of receipt of written notice of the breach;

(iii) by the Company at any time and without prior notice, if the Contractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directives of the Company, or is guilty of serious misconduct in connection with performance under this agreement; or

(iv) automatically, on the death of the Contractor.

(c) **Effect of Termination.** After the termination of this agreement for any reason, the Company shall promptly pay the Contractor for Services rendered before the effective date of the termination. No other compensation, of any nature or type, will be payable after the termination of this agreement.

3. COMPENSATION.

(a) **Terms and Conditions.** The Company shall pay the Contractor in accordance with **Exhibit A**.

(b) **No Payments in Certain Circumstances.** No payment will be payable to the Contractor under any of the following circumstances:

(i) if prohibited under applicable government law, regulation, or policy;

(ii) if the Contractor did not directly perform or complete the Services described in **Exhibit A**;

(iii) if the Contractor did not perform the Services to the reasonable satisfaction of the Company; or

(iv) if the Services performed occurred after the expiration or termination of the Term, unless otherwise agreed in writing.

(c) **No Other Compensation.** The compensation set out above will be the Contractor's sole compensation under this agreement.

(d) **Expenses.** Any ordinary and necessary expenses incurred by the Contractor or its staff in the performance of this agreement will be the Contractor's sole responsibility.

(e) **Taxes.** The Contractor is solely responsible for the payment of all income, social security, employment-related, or other taxes incurred as a result of the performance of the Services by the Contractor under this agreement, and for all obligations, reports, and timely notifications relating to those taxes. The Company has no obligation to pay or withhold any sums for those taxes.

(f) **Other Benefits.** The Contractor has no claim against the Company under this agreement or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

4. NATURE OF RELATIONSHIP; INVENTIONS.

(a) **Independent Contractor Status.**

(i) The relationship of the parties under this agreement is one of independent contractors, and no joint venture, partnership, agency, employer-employee, or similar relationship is created in or by this agreement. Neither party may assume or create obligations on the other party's behalf, and neither party may take any action that creates the appearance of such authority.

(ii) The Contractor has the sole right to control and direct the means, details, manner, and method by which the Services will be performed, and the right to perform the Services at any time, place, or location. The Contractor or the Contractor's staff shall perform the Services, and the Company is not required to hire, supervise, or pay any assistants to help the Contractor perform those Services. The Contractor shall provide insurance coverage for itself and its staff.

(b) **Inventions Retained and Licensed.** Attached as **Exhibit B** to this agreement is a list of all intellectual property that the Contractor made before its agreement with the Company (the "**Prior Inventions**") that belong to the Contractor, that relate to the Company's proposed business, products, or research and development, and that are not assigned to the Company under this agreement. If no list is attached, the Contractor represents that there are no Prior Inventions. If disclosure of a Prior Invention would cause the Contractor to violate an existing confidentiality agreement, the Contractor may not list the Prior Invention in **Exhibit B** but shall instead provide the name of the invention, a list of the party or parties to which it belongs, and an explanation of why full disclosure was not given. A space is provided in **Exhibit B** for this purpose. If in the course providing services to the Company the Contractor incorporates into a Company product, process, or machine a Prior Invention owned by the Contractor or in which the Contractor has an interest, the Company will be granted and have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use, and sell that Prior Invention as part of or in connection with that product, process, or machine.

(c) **Company Inventions.** The Contractor has no right or interest in any work or product resulting from the Services the Contractor performs for the Company, or any of the documents, reports, or other materials the Contractor creates in connection with those Services (collectively, the "**Company Inventions**"), and has no right to or interest in any copyright to the Company Inventions. The Company Inventions have been specially commissioned or ordered by the Company as "works made-for-hire," as that term is defined in the United States Copyright Act, and the Company is therefore the author and owner of all copyrights in the Company Inventions.

(d) **Disclosure of Company Inventions.** The Contractor shall promptly disclose in writing to the Company all Company Inventions that the Contractor has authored, made, conceived, or first actually reduced to practice, alone or jointly with others.

(e) **Assignment of Company Inventions.** If the Company Inventions or any parts of those are deemed not to have been works made-for-hire, the Contractor hereby assigns to the Company all interest the Contractor may have in the Company Inventions, including all copyrights, publishing rights, rights to use, reproduce, and otherwise exploit the Company Inventions in all formats or media and all channels, whether now known or created in the future.

(f) **Patent and Copyright Registrations.** The Contractor shall assist the Company or its designee, at the Company's expense, to secure the Company's rights in the Company Inventions and any copyrights, patents, mask work rights, or other intellectual property rights relating to the Company Inventions in all countries, including by disclosing to the Company all pertinent information and data with respect to those, by signing all applications, specifications, oaths, assignments, and other instruments that the Company deems necessary to apply for and obtain such rights and to assign and convey to the Company, its successors, assigns, and nominees the exclusive interest in the Company Inventions, and any copyrights, patents, mask work rights, or other intellectual property rights relating to those. When it is in the Contractor's power to do so, the Contractor shall sign or cause to be signed these instruments or papers after the termination or expiration of this agreement. If the Contractor provides assistance after the termination or expiration of this agreement at the Company's request, the Company shall pay the Contractor a reasonable rate for any time spent. If because of the Contractor's mental or physical incapacity or for any other reason the Company cannot secure a signature to apply for or pursue any application of any United States or foreign patents or copyright registrations covering Company Inventions or original works of authorship assigned to the Company, the Contractor hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as the Contractor's agents and attorneys in fact, to act for and on behalf of the Contractor to sign and file any those applications and to do all other lawfully permitted acts to further the prosecution and issuance of patent or copyright registrations with the same legal force and effect as if they had been signed by the Contractor.

5. USE OF TRADEMARKS.

The Contractor may use, reproduce, and distribute the Company's service marks, trademarks, and trade names (if any) (collectively, the "Company Marks") in connection with the performance of the Services. Any goodwill received from this use will accrue to the Company, which will remain the sole owner of the Company Marks. The Contractor may not engage in activities or commit acts, directly or indirectly, that may contest, dispute, or otherwise impair the Company's interest in the Company Marks. The Contractor may not cause diminishment of value of the Company Marks through any act or representation. The Contractor may not apply for, acquire, or claim any interest in any Company Marks, or others that may be confusingly similar to any of them, through advertising or otherwise. At the expiration or earlier termination of this agreement, the Contractor will have no further right to use the Company Marks, unless the Company provides written approval for each such use.

6. CONFIDENTIAL INFORMATION.

(a) **Confidentiality.** During the Term, the Contractor may have access to or receive certain information of or about the Company that the Company designates as confidential or that, under the circumstances surrounding disclosure, ought to be treated as confidential by the Contractor ("**Confidential Information**"). Confidential Information includes information relating to the Company or its current or proposed business, financial statements, budgets and projections, customer identifying information, potential and intended customers, employers, products, computer programs, specifications, manuals, software, analyses, strategies, marketing plans, business plans, and other confidential information, provided orally, in writing, by drawings, or by any other media. The Contractor will treat the Confidential Information as confidential and will not disclose it to any third party or use it for any purpose but to fulfill its obligations in this agreement. In addition, the Contractor shall use due care and diligence to prevent the unauthorized use or disclosure of such information.

(b) **Exceptions.** The obligations and restrictions in subsection (a) do not apply to that part of the Confidential Information:

(i) was or becomes publically available other than as a result of a disclosure by the Contractor in violation

of this agreement;

(ii) was or becomes available to the Contractor on a nonconfidential basis before its disclosure to the Contractor by the Company, but only if:

A. the source of such information is not bound by a confidentiality agreement with the Company or is not otherwise prohibited from transmitting the information to the Contractor by a contractual, legal, fiduciary, or other obligation; and

B. the Contractor provides the Company with written notice of its prior possession either (I) before the effective date of this agreement or (II) if the Contractor later becomes aware (through disclosure to the Contractor) of any aspect of the Confidential Information as to which the Contractor had prior possession, promptly on the Contractor so becoming aware;

(iii) is requested or legally compelled (by oral questions, interrogatories, requests for information or documents, subpoena, civil or criminal investigative demand, or similar processes), or is required by a regulatory body, to be disclosed. However, the Contractor shall:

A. provide the Company with prompt notice of these requests or requirements before making a disclosure so that the Company may seek an appropriate protective order or other appropriate remedy; and

B. provide reasonable assistance to the Company in obtaining any protective order. If a protective order or other remedy is not obtained or the Company grants a waiver under this agreement, the Contractor may furnish that portion (and only that portion) of the Confidential Information that, in the written opinion of counsel reasonably acceptable to the Company, the Contractor is legally compelled or otherwise required to disclose. However, the Contractor shall make reasonable efforts to obtain reliable assurance that confidential treatment will be accorded any part of the Confidential Information disclosed in this way; or

C. was developed by the Contractor independently without breach of this agreement.

(c) **Remedy.** Money damages may not be a sufficient remedy for any breach of this section by the Contractor and, in addition to all other remedies, the Company may seek (and may be entitled to) as a result of such breach, specific performance and injunctive or other equitable relief as a remedy.

7. REPORTING.

The Contractor shall report to Chantelle Jade Baron or such other officer or employee as may be designated by the Company. The Contractor shall provide a Monthly written summary report to the Company on its progress. Reports shall consist of Review of classes.

8. OTHER ACTIVITIES.

During the Term, the Contractor is free to engage in other independent contracting activities, except that the Contractor may not accept work, enter into contracts, or accept obligations inconsistent or incompatible with the Contractor's obligations or the scope of Services to be rendered for the Company under this agreement.

9. RETURN OF PROPERTY.

Within 3 days of the expiration or earlier termination of this agreement, the Contractor shall return to the Company, retaining no copies or notes, all Company products samples, models, property, and documents relating to the Company's business including reports, abstracts, lists, correspondence, information, computer files, computer disks, and other materials and copies of those materials obtained by the Contractor during and in connection with its work with the Company. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork or creative work,

notebooks, and similar items relating to the Company's business, whether prepared by the Contractor or by others, remain the Company's exclusive property.

10. INDEMNIFICATION.

(a) **Of Company by Contractor.** At all times after the effective date of this agreement, the Contractor shall indemnify the Company and its subcontractors, officers, members, managers, employees, owners, sublicensees, affiliates, subsidiaries, successors, and assigns (collectively, the "**Company Indemnitees**") from all damages, liabilities, expenses, claims, or judgments (including interest, penalties, reasonable attorneys' fees, accounting fees, and expert witness fees) (collectively, the "**Claims**") that any Company Indemnitee may incur and that arise from:

(i) the Contractor's negligence or willful misconduct arising from the Contractor's carrying out of its obligations under this agreement;

(ii) the Contractor's breach of any of its obligations or representations under this agreement; or

(iii) the Contractor's breach of its express representation that it is an independent contractor and in compliance with all applicable laws related to work as an independent contractor. If a regulatory body or court of competent jurisdiction finds that the Contractor is not an independent contractor or is not in compliance with applicable laws related to work as an independent contractor, based on the Contractor's own actions, the Contractor will assume full responsibility and liability for all taxes, assessments, and penalties imposed against the Contractor or the Company resulting from that contrary interpretation, including taxes, assessments, and penalties that would have been deducted from the Contractor's earnings if the Contractor had been on the Company's payroll and employed as a Company employee.

(b) **Of Contractor by Company.** At all times after the effective date of this agreement, the Company shall indemnify the Contractor and its officers, members, managers, employees, agents, contractors, sublicensees, affiliates, subsidiaries, successors, and assigns (collectively, the "**Contractor Indemnitees**")

) from all Claims that the Contractor Indemnitees may incur arising from:

(i) the Company's operation of its business;

(ii) the Company's breach or alleged breach of, or its failure or alleged failure to perform under, any agreement to which it is a party; or

(iii) the Company's breach of any of its obligations or representations under this agreement. However, the Company is not obligated to indemnify the Contractor if any of these Claims result from the Contractor's own actions or inactions.

11. FORCE MAJEURE.

A party will not be considered in breach of or in default because of, and will not be liable to the other party for, any delay or failure to perform its obligations under this agreement by reason of fire, earthquake, flood, explosion, strike, riot, war, terrorism, or similar event beyond that party's reasonable control (each a "**Force Majeure Event**"). However, if a Force Majeure Event occurs, the affected party shall, as soon as practicable:

(a) notify the other party of the Force Majeure Event and its impact on performance under this agreement;

and

(b) use reasonable efforts to resolve any issues resulting from the Force Majeure Event and perform its obligations under this agreement.

12. GOVERNING LAW.

(a) **Choice of Law.** The laws of the state of Florida govern this agreement (without giving effect to its conflicts of law principles).

(b) **Choice of Forum.** Both parties consent to the personal jurisdiction of the state and federal courts in Miami County, Florida.

(c) **Attorneys' Fees.** If either party employs attorneys to enforce any rights arising out of or relating to this agreement, the losing party shall reimburse the prevailing party for its reasonable attorneys' fees.

13. AMENDMENTS.

No amendment to this agreement will be effective unless it is in writing and signed by a party.

14. ASSIGNMENT AND DELEGATION.

(a) **No Assignment.** Neither party may assign any of its rights under this agreement, except with the prior written consent of the other party. All voluntary assignments of rights are limited by this subsection.

(b) **No Delegation.** Neither party may delegate any performance under this agreement, except with the prior written consent of the other party.

(c) **Enforceability of an Assignment or Delegation.** If a purported assignment or purported delegation is made in violation of this section, it is void.

15. COUNTERPARTS; ELECTRONIC SIGNATURES.

(a) **Counterparts.** The parties may execute this agreement in any number of counterparts, each of which is an original but all of which constitute one and the same instrument.

(b) **Electronic Signatures.** This agreement, agreements ancillary to this agreement, and related documents entered into in connection with this agreement are signed when a party's signature is delivered by facsimile, email, or other electronic medium. These signatures must be treated in all respects as having the same force and effect as original signatures.

16. SEVERABILITY.

If any one or more of the provisions contained in this agreement is, for any reason, held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions of this agreement, but this agreement will be construed as if those invalid, illegal, or unenforceable provisions had never been contained in it, unless the deletion of those provisions would result in such a material change so as to cause completion of the transactions contemplated by this agreement to be unreasonable.

17. NOTICES.

(a) **Writing; Permitted Delivery Methods.** Each party giving or making any notice, request, demand, or other communication required or permitted by this agreement shall give that notice in writing and use one of the following types of delivery, each of which is a writing for purposes of this agreement: personal delivery, mail (registered or certified mail, postage prepaid, return-receipt requested), nationally recognized overnight courier (fees prepaid), or email.

(b) **Addresses.** A party shall address notices under this section to a party at the following addresses:

If to the Company:

LEMON SUN LLC (CASITA DE INGLES)/

MARINA MOLARES

Street Address: 7901 4TH ST N Florida

City STE 300 ST. PETERSBURG FL. US 33702

CENTRAL@lacasitadeingles.com

If to the Contractor:

TEACHER NAME AND SURNAME: _____

Street Address: _____

City _____

EMAIL: _____

(c) **Effectiveness.** A notice is effective only if the party giving notice complies with subsections (a) and

(b) and if the recipient receives the notice.

18. WAIVER.

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this agreement will be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, and no waiver will constitute a continuing waiver, unless the writing so specifies.

19. ENTIRE AGREEMENT.

This agreement constitutes the final agreement of the parties. It is the complete and exclusive expression of the parties' agreement about the subject matter of this agreement. All prior and contemporaneous communications, negotiations, and agreements between the parties relating to the subject matter of this agreement are expressly merged into and superseded by this agreement. The provisions of this agreement may not be explained, supplemented, or qualified by evidence of trade usage or a prior course of dealings. Neither party was induced to enter this agreement by, and neither party is relying on, any statement, representation, warranty, or agreement of the other party except those set forth expressly in this agreement. Except as set forth expressly in this agreement, there are no conditions precedent to this agreement's effectiveness.

20. HEADINGS.

The descriptive headings of the sections and subsections of this agreement are for convenience only, and do not affect this agreement's construction or interpretation.

21. EFFECTIVENESS.

This agreement will become effective when all parties have signed it. The date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this agreement.

22. NECESSARY ACTS; FURTHER ASSURANCES.

Each party shall use all reasonable efforts to take, or cause to be taken, all actions necessary or desirable to consummate and make effective the transactions this agreement contemplates or to evidence or carry out the intent and purposes of this agreement.

Each party is signing this agreement on the date stated opposite that party's signature.

LEMON SUN LLC (CASITA DE INGLES)



Date: MONTH DAY By: _____

Name: Marina Molares
Title: CEO

Date: _____ By: _____

Name: TEACHER NAME AND SURNAME

DUTIES, SPECIFICATIONS, AND COMPENSATION

Goals

Here at La Casita we promote play-based learning. Students will naturally learn English while engaging in fun, creative activities at the same time. We want students to leave La Casita de Ingles with improvements in their English, amazing memories of the place where they began learning English, and an eagerness to continue learning the language.

What is Play Based Learning?

“Play based learning draws from children’s natural desire to engage in experiences based on their interests, strengths and developing skills. When children initiate play, they are more motivated to learn and develop positive dispositions towards learning. The educator’s role in supporting play based learning is vital” Charles E. Pascal

Five Essentials of Play Based Learning:

1. Children make their own decisions
2. Children are intrinsically motivated
3. Children become immersed in the moment
4. Play is spontaneous, not scripted
5. Play is enjoyable

“The way we talk to our children becomes their inner voice.”

Classroom Environment

Here at La Casita de Ingles we provide an environment for our students where students feel safe participating in English. We also allow our students to feel comfortable making mistakes. We prompt this all while engaging the students in activities they are interested in.

Staff Attendance

- We expect our staff to be ready to connect 2-3 minutes early to their online class to be prepared before the students connect.
- No call, no show is not permitted here at La Casita de Inglés. If the morning of your classes you do not feel good, please let the administrator and Joe know immediately this way we are able to find a substitute for your shift.
- If you need a day off, a doctor’s note is necessary. For government related appointments we require a “justificante” and that you let us know the date as soon as possible.
- If you need a day off for personal reasons you will have to notify the administrator at least one week in advance.
- After completing the trial period successfully you will then begin your one month probation period (you will be paid the same during this month). During this time, if you do not meet our expectations as a teacher you will be let go. If you do meet our expectations and continue to work with us, there are many opportunities for growth within La Casita.

Payments

Teachers are paid between the 28th-5th of the month depending on how long the bank/PayPal takes to process the transfer.

You are required to make a PayPal account if you don’t have one already.

Method of payment is to be determined with the administrator/manager in charge of your classes.

The hourly rate for the online classes is 12.5 Euros/Hour. If you are asked to cover a class with less than 2 hour notice you will be paid 17.5 Euros/Hour, and if you are asked to cover a class with more than 2 hour notice, but the same day of the class you will be paid 15 Euros/Hour for the inconveniences that a last minute class may carry.

If you're having problems with the PayPal payments it might be because your account isn't verified yet. Please follow the steps provided in the link below to verify your account.

<https://toolboom.com/en/information/paypal-verification/>

Please remember to fill out the invoice every month and send it to central@lacasitadeingles.com

Sometimes PayPal will ask you to upload this invoice as proof of the service you've provided for the payment you received.

If you don’t have the template for the invoice please contact Joe, and he will provide you with one.

Please follow the steps provided to declare the money as a service every month. It is very important that you do this every month with each payment we send you.

If you don't have the document with these steps, please contact Joe, and he will provide you with it.

Workplace Neutrality

Here at La Casita we promote a diverse and inclusive environment regarding race, religion, politics, sexual orientation and culture. It's necessary that we refrain from discussing our personal views on these topics. Within La Casita if a derogatory comment is made by a student regarding these topics, stop the situation from furthering and alert the manager immediately. If a derogatory comment is made by an adult in the work environment, immediately alert your manager and/or administrator.

Role and Responsibilities of a Teacher

- The teacher must be fun, high energy, active and nurturing.
- NO SPANISH
 - o Teachers must NOT speak Spanish with the students...or parents. If there is something you need to speak with a parent about, please tell the manager/administrator so they can take proper action in and handling the situation.
 - o If a student does not understand a word, try using gestures or other words to describe that word. § Example: Clock, the thing on the wall that is round. We use it to tell the time. You can stand up and point to it or use your hands to mimic the hands of the clock.
- Teachers are expected to read the lesson plan for each week.
- Cell Phones
 - o Teachers may not have or check their cell phones during the time of class.
- Food/Beverages- Gum chewing, consumption of beverages (coffee, tea, etc.), or food is strictly NOT PERMITTED during class. You may have a glass/bottle of water while teaching if needed.
- Contact with Central
 - Teachers must always feel comfortable being in contact with Central. Although there are managers for each campus teachers must know that it is always okay to contact Central especially if the teacher feels that the manager/administrator at their location is not helping them or meeting their needs.
- Photo policy with children
 - No photos/videos of the children can be taken or posted on a teacher's personal account. It is strictly forbidden to record online classes.

Basecamp

Online teachers are NOT required to post ideas on Basecamp.

Discipline

At La Casita we use a lot of redirection. There should be no explicit language of telling the children "no" unless it's an emergency situation. Other phrases such as "Do you think that this is a good choice?" "What other choice can we make in this situation?" but the teacher must always remain calm in these situations. If there is a student that you need help with please let the manager/administrator know and they will speak to the family. If a student is not allowing you to teach the class you are also allowed to mute them for a few seconds until they calm down and allow you to continue.

Online Teaching

- Have a clean background and groomed appearance.
 - Make sure to be caring, smiley and kind to the students.
 - Your background of your computer must be child-friendly/appropriate. We recommend a plain color to use as your background in case you must change between tabs and the students can see your computer's background.
 - Sometimes it can be a good idea to use puppets for younger kids. It will help with engaging the student/s.
 - Have good lighting. It's best to be facing a window so that natural light hits your face.
 - Log onto the class 2-3 min before
 - Don't have any tabs open other than the ones you're going to be using in the class.
 - Make sure you never allow the families to see anything personal on your computer.
 - If you need a video (or any other online aid) for the class please prepare that beforehand.
 - Be informed that a supervisor and/or parents might be watching your class.
 - Please make sure you ADAPT to the kid's level or even use an easier/harder planning if needed.
 - If a student is not allowing you to teach the class you are allowed to mute them for a few seconds until they calm down and allow you to continue.
 - If there are any issues with the students/parents in a class, please let Joe/Leila know.
 - If there are any issues with the planning/platform, please let Joe/Leila know.
 - Wear appropriate clothing (it can be casual but no pajamas, clothes with inappropriate logos/phrases).
 - Be very expressive and use lots of gestures (especially for younger kids).
- If a student is struggling to answer a question correctly, use the "two option method". This means giving the students 2 options: one correct answer and one incorrect answer.

Teacher - "How does the boy feel?"

Student - "I don't know"

Teacher "Is he happy or sad?" (while acting out the emotions)

This method helps guide the student to the correct answer without the teacher having to give it away, thus improving the student's confidence.

How to Speak to Parents

We'd rather have our Managers speak to the parents. If a parent asks to speak to you, always notify your Manager/administrator after. If you have to speak to a parent, please follow this protocol.

1. NEVER reply in Spanish. Managers are the only ones allowed to speak Spanish to parents. If the parent is speaking to you in Spanish and you understand please reply to them in English. If the parent is not understanding, please notify the Manager/Administrator so they can talk to them. If for some reason the manager/administrator is not available to speak to the parents, please tell them that Central will be in contact with them if there is an issue.
2. Always alert the Manager about your conversations with the parents.
3. Do not use negative language when speaking with the parents. Words such as horrible, awful, difficult, terrible, problematic, bad, etc. should be avoided. If you are having a challenging time with a student there is still no need to use negative language. We treat all of our families as our own and we believe relaying information should always be done with special care.
4. If the child has misbehaved, always use the sandwich method. This process looks as the following: POSITIVE, AREA FOR IMPROVEMENT, POSITIVE. For example, "Yago is really improving speaking, sometimes he gets distracted when playing with his friend, but he has started asking more questions relating to the topic."
5. As mentioned before, we'd rather have our Managers speak to the parents, but if a parent asks you directly about the progress of their kid please let them know that you will leave a comment in the student evaluation that they can read later. Normally you'll have back to back classes, so you won't have time to address these questions directly.

Student Evaluation

Feedback should be educational in nature.

Providing feedback means giving students an explanation of what they are doing correctly and incorrectly. However, the focus of the feedback should be based essentially on what the students are doing right. It is most productive to a student's learning when they are provided with an explanation and example as to what is accurate and inaccurate about their work. Consider using the concept of a 'feedback sandwich' to guide your feedback: Compliment, Correct, Compliment.

Be sensitive to the individual needs of the student.

It is vital that we take into consideration each student individually when giving feedback. Our classrooms are full of diverse learners. Some students need to be nudged to achieve at a higher level and others need to be handled very gently so as not to discourage learning and damage self-esteem. A balance between not wanting to hurt a student's feelings and providing proper encouragement is essential.

Ask 3 Questions.

What can the student do? What can't the student do? How can the student do better?

Feedback should reference a skill or specific knowledge.

Try to focus on a specific skill for example "Ana could use more practice with the verb TO BE in the past tense, but she does great with the verb TO BE in present tense.

STUDENT EVALUATION includes:

- Checking all the boxes
 - Replying with 2-3 short sentences about the class. •
- Student Evaluation is required for each lesson taught.

Here are some words to help with providing feedback.

- _____ is progressing very well...
- _____ struggling with...
- _____ frequently...
- _____ often...
- _____ rarely...
- _____ has a hard time...
- _____ excelling in...
- _____ needs improvement with

Each party is signing this Exhibit A on the date stated opposite that party's signature.

LEMON SUN LLC (CASITA DE INGLES)



Date: MONTH DAY 2021 By: _____

Name: Marina Molares
Title: CEO

Date: _____ By: _____

Name: TEACHER NAME AND SURNAME

LIST OF PRIOR INVENTIONS AND ORIGINAL WORKS OF AUTHORSHIP

1. Except as listed in section 2 below, the following is a complete list of all Prior Inventions that were made, conceived, or first reduced to practice by the Contractor, alone or jointly with others, before its agreement with the Company:

Title	Date	Identifying Number or Brief Description

The Contractor has no inventions or improvements to list
 have attached _____ additional sheets to this Exhibit B.

 (Initials)

 (Initials)

2. Because of an existing confidentiality agreement and the duties of confidentiality that the Contractor owes to the parties listed below, the Contractor cannot complete the disclosure in section 1 above with respect to the inventions or improvements listed generally below:

Invention or Improvement	Party Names	Relationship

I have attached _____ additional sheets to this Exhibit B.

(Initials)

Date: _____

By: _____

Name: TEACHER NAME AND SURNAME