

ADDITIONAL TEACHING RESPONSIBILITIES STIPEND AGREEMENT

This ADDITIONAL TEACHING RESPONSIBILITIES STIPEND AGREEMENT (the "*Agreement*") is made and entered into effective December 7, 2022 (the "*Effective Date*"), by and between Athlos Academy of Jefferson Parish, ("*School*"), and Michael Kelley, ("*Employee*"). The School and Employee are referred to collectively as the "*Parties*" and individually as a "*Party*."

AGREEMENT

NOW THEREFORE, in consideration of the covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties hereby agree as follows:

1. Term. Employee agrees to render those Services described in section 2 of this Agreement, for the period (the "*Contract Term*") commencing on December 7, 2022 and the Agreement shall terminate once the 8th Grade Math Teacher position is filled for school year 2022-2023.
2. Services to be Performed. Employee shall perform that scope of services set forth in Exhibit A (the "*Services*").
3. Compensation. In consideration of the Services rendered, Employee shall be paid a one-time stipend of \$4,000 in February 2022 if the position is filled within three months of commencement and will become a two-time stipend with an additional \$4,000 paid in May 2023 totaling \$8,000 if the position is not filled, upon fulfillment of the services to be performed in Exhibit A.
4. Expenses: Employee will not be reimbursed for any expenses incurred while performing the Services unless expenses are pre-approved with prior written authorization from the School.
5. Stipend Status. Employee will be compensated for services rendered in a delegation of care capacity on a stipend basis that is separate from all other wages earned as an Athlos Academy of Jefferson Parish employee.

6. Indemnification. Employee shall indemnify School, and hold each of its officers, directors, controlling persons, employees, and stakeholders (each, an "indemnified person"), against any loss, damage or other expense incurred by any of them as a result of Employee's performance of Employee's Services under this Agreement, or Employee's breach of this Agreement.
7. Termination. At any time, either Party may terminate this Agreement for any reason, with or without cause, by giving notice to the other Party. Employee shall return any School information, access, equipment and/or materials at the time of termination.
8. Proprietary and Confidential Information. In the event it becomes necessary for School to disclose certain confidential and proprietary information to Employee, Employee acknowledges that disclosure to a third party or misuse of this proprietary or confidential information would irreparably harm School. Accordingly, Employee will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of School without School's prior written permission except to the extent necessary to perform services on School's behalf. Proprietary or confidential information includes:
 - a. the written, printed, graphic, or electronically recorded materials furnished by School for Employee to use
 - b. any written or tangible information stamped "confidential," "proprietary," or with a similar legend, or any information that School makes reasonable efforts to maintain the secrecy of
 - c. business or marketing plans or strategies, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries, and improvements of any kind, sales projections, and pricing information
 - d. information belonging to customers and suppliers of Client about whom Employee gained knowledge as a result of Employee's services to Client

Upon termination of Employee's services to School, or at School's request, Employee shall deliver to School all materials in Employee's possession relating to School's business. Employee acknowledges that any breach or threatened breach of this Agreement will result in irreparable harm to School for which damages would be an inadequate remedy. Therefore, School shall be entitled to equitable relief, including an injunction, in the event of such breach or threatened breach of this Agreement. Such equitable relief shall be in addition to School's rights and remedies otherwise available at law.

9. Assignment. Employee acknowledges and agrees that School has Michael Kelley to perform the Services based on his or her specific skills or experience, and therefore, agree that the Employee will not assign or delegate this Agreement or any of the Services required hereunder without the prior written consent of School, which consent shall be granted or withheld in School's sole discretion.

10. Miscellaneous

a. Notices. All notices or other communications required or permitted hereunder shall be made in writing and shall be deemed to have been duly given if delivered by hand or mailed, postage prepaid, by certified or registered mail, return receipt requested, and addressed to School at:

To School:
Athlos Academy of Jefferson Parish
979 Behrman Hwy
Terrytown, LA 70056

To Employee:
Michael Kelley
[ADDRESS]

b. Confidential. Employee agrees to treat this Agreement confidentially and shall not disclose any information contained herein, except as may be reasonably required under applicable law, charter school regulations, or in response to a court order or discovery request.

c. Governing Law. The validity, interpretation, enforceability, and performance of this Agreement shall be governed by the laws of the State of Louisiana.

d. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

- e. Severability. In the event any portion of this Agreement is declared invalid, the remaining portions of this Agreement shall survive and be enforceable.
- f. Cooperative Effort. The parties acknowledge that this Agreement is the result of a cooperative effort between them and their independent counsel, and that in the event of any dispute over the meaning or effect of any provision herein, the rule of interpretation of ambiguous terms against the drafting party shall have no application. The parties agree that this Agreement is to be construed simply and fairly and not for or against either of the parties hereto because that party or that party's legal representative drafted the Agreement.
- g. Waiver. The failure of either of the parties to this Agreement to insist on the strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent default of same or similar nature, nor shall it affect the parties' rights to claim strict performance of any other portions of this Agreement.
- h. Attorney Fees. In the event that either Party brings a legal action to enforce its rights or remedies under this Agreement, the prevailing Party with respect to such action shall be entitled to recover reasonable costs and fees (including reasonable attorneys' fees) incurred with respect to the prosecution or defense of such enforcement action.
- i. Entire Agreement . The terms of this Agreement are intended by the Parties to be in the final expression of their agreement with respect to the retention of Employee by School and may not be contradicted by evidence of any prior or contemporaneous agreement. This Agreement shall be interpreted as if mutually negotiated without reference to the rules of construction against the drafter.

The Parties have duly executed this Agreement voluntarily as of the date first written above:

SCHOOL:
Athlos Academy of Jefferson Parish
By its Chief Executive Officer

EMPLOYEE:
Michael Kelley

William Bressler

William Bressler, Ed.D.

Exhibit A Scope of Services

Delegation of duties to the Additional Teaching include:

- a) Plan and prepare lessons 7th & 8th grade
- b) Maintain academic records for 7th & 8th grade
- c) 50–60-minute lessons daily for 7th & 8th grade
- d) Communicate with families as needed