## **EMPLOYMENT AGREEMENT**

This Employment Agreement (“Agreement”) is made as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2021, between Teach Las Vegas (“Company”) and Andrea Moore (“Employee”). Company and Employee shall be referred to collectively as the “Parties”, and each individually as a “Party.” Employee and Company desire to set forth the terms and conditions of Employee’s employment by Company and agree as follows:

**ARTICLE I**

**SCOPE OF EMPLOYMENT AND OBLIGATIONS**

**Section 1.1: Job Title and Duties.** Employee shall be employed as Company’s Executive Director and shall be responsible for implements the Company’s vision and mission with fidelity; maintaining and communicating a compelling vision for the Company and building a college-going culture; supporting innovative teaching methods and a personalized, experience-based learning environment to ensure no child is left unknown; supporting the provision of culturally relevant curriculum, culturally responsive pedagogy, and project based learning for all students; leading and organizing the charter renewal application process from start to finish; working with leadership teams to ensure the right metrics are in place to measure student outcomes and drive growth and proficiency across all areas; preparing and presenting reports for the Board of Directors (the “Board”) on the needs of the Company to fulfill its vision, including educational programs, spending, staff, and facilities; acting as liaison between the Board and the site directors and staff; assisting with Board development by suggesting and training volunteer Board members; ensuring compliance with and implementation of all pertinent federal and state regulations and requirements related to Company instructional and operational programs; planning and organizing methods and procedures for disseminating information on system-wide policies and procedures related to various operational issues; managing all Company operations including finance and budget, facilities, human resources, administrative policy and procedures, IT, procurement of contracted services, charter authorizer relationships and compliance; setting management priorities to ensure that the size and composition of staff meet the Company’s needs at all times. works with staff and Company leaders to set and lead a high-quality performance management system; providing professional and leadership development to site directors and leadership teams; providing coaching, counseling and assistance to site administrators with management issues, including those related to building maintenance, finance, human resources, transportation, food services, etc.; supervising and managing the site directors, human resources, fundraising, marketing, communications, and public relations; building a strong relationship with families, local community, authorizer, and donors; ensuring that funding mechanisms are solid, that the needs of all stakeholders are understood, and that everyone works together to achieve positive outcomes for the children being served; supporting and leading fundraising efforts; initiating and maintaining ongoing and effective communication with the community and families regarding student achievement and school programs; supporting school-based family outreach programs and strategies to engage families in student learning; establishing relationships with top leaders in the community, including those representing the highest levels in business, education, government and non-profit sectors; overseeing student recruitment marketing activities and reviews and approving key external messages; promoting the Company through meaningful community-relationship building and effective public relations efforts; and having such duties and responsibilities as the Company, in its sole discretion, may direct from time to time (collectively, the “Job Duties”). Employee agrees that Employee shall devote Employee’s full time and attention to the business and affairs of the Company and shall use Employee’s best efforts, skills and abilities to promote the interests of the Company and its affiliates. Employee agrees to perform the Job Duties in the place or at the location where directed by the Company.

**Section 2.2: Policies and Procedures.** In addition to the terms of this Agreement, Employee agrees to be bound by the Company’s written policies and procedures, as they may be amended by the Company from time to time. In the event any terms in this Agreement conflict with the Company’s policies and procedures, the terms of this Agreement shall take precedence.

**ARTICLE II**

**COMPENSATION AND BENEFITS**

**Section 2.1: Annual Salary.** Employee shall be entitled to receive an annual salary (the “Annual Salary”) payable no less frequently than in equal semi-monthly installments at an annualized rate of Ninety Thousand Dollars and Zero Cents ($90,000.00). The Company, in its sole discretion, may modify Employee’s Annual Salary with or without notice.

**Section 2.2: Benefits.** Employee shall be entitled to participate in all employee benefit plans and programs made available to the Company’s employees generally.

**ARTICLE III**

**TERMINATION OF EMPLOYMENT**

**Section 3.1: Termination of At-Will Employment.** Employee’s employment is “at-will,” meaning that both Parties reserve the right to terminate the employment relationship at any time, *with or without cause*, upon two (2) week’s written notice, if reasonably practicable.

**Section 3.2: No Alteration of At-Will Employment.** Employee agrees that only the Chief Executive Officer (“CEO”) of the Company has the authority to make any agreement that alters the “at-will” employment relationship, and acknowledges that any such agreement must be in writing and signed by the CEO of the Company in order to be effective.

**SECTION IV**

**CONFIDENTIAL INFORMATION**

**Section 4.1: Confidential Information.** As used in this Agreement, “Confidential Information” means and includes any and all information or material propriety to the Company and its past, present, and future parents, subsidiaries, and affiliated corporations, divisions, affiliates, predecessors, principals, partners, joint venturers, representatives, successors, and assigns (collectively “Affiliates”), or any other information provided by or relating to the Company and/or Affiliates that Employee obtains knowledge of or access to, whether orally or in writing, as a result of the Company’s and/or Affiliates direct discussions with Employee or Employee’s employment with the Company, regardless of any and all analyses, compilations, studies or other documents, records or materials prepared by the Company and/or Affiliates that contain or otherwise reflect or are based, in whole or in part, on the Company’s and/or Affiliates’ Confidential Information, and includes, but is not limited to, the following types of information and other information of a similar nature (whether or not reduced to writing): Trade Secrets, as that term is defined and interpreted under the Uniform Trade Secrets Act (“UTSA”) and the Defend Trade Secrets Act (“DTSA”) and any state equivalent; the Company’s technical and business practices, including, without limitation, operational methods and procedures, and billing practices; know-how; forms; designs; models; specifications; plans; student and prospective student information; parent and/or student lists and all lists or other compilations regarding parents and/or students; vendor information; costs; profits; markets; sales; products; pricing policies; price lists; operational methods; teaching methods; technical processes; inventions; algorithms; ideas; methods; models; work flows; specifications; formulas; software; source code; object code; data; programs; patent and trademark applications; other works of authorship; contracts and arrangements; business records; financial information and projections; financial statements; tax information and tax returns; bank information; compensation arrangements; personnel files; tax arrangements and strategies; intercompany arrangements; improvements; discoveries; research and development; designs and techniques; existing or proposed acquisitions; strategic alliances; joint ventures; contact information for the Company’s employees, management, parents, students, vendors and agents; and information not readily available to the public. “Confidential Information” shall not be required to be marked as “confidential,” “proprietary,” “secret,” or any other similar designation.

**Section 4.2: Non-Use**. In Consideration of the disclosure of the Confidential Information, and as inducement for the Company to employ, or to continue employing, Employee, Employee agrees that Employee will not, (i) use the Confidential Information in any way other than to fulfill Employee’s employment obligations to the Company; or (ii) manufacture, market sell or license a product, service or invention derived in whole or in part from any of the Confidential Information, unless Employee obtains the Company’s prior written approval. All rights, title and interest to any product, service, invention or information derived by Employee, in whole or in part from the Confidential Information, shall be the exclusive property of the Company, unless the Company otherwise agrees in writing. To the extent that the Confidential Information consists of software or hardware, Employee agrees not to decompile, reverse engineer, use, disassemble or otherwise reduce the Confidential Information to a human perceivable form unless Employee obtain the Company’s and/or Affiliates prior written approval.

**Section 4.3: Non-Disclosure**. Employee shall not, without the Company’s prior written approval, reduce, copy or otherwise disclose or disseminate any of the Confidential Information. Employee shall take reasonable security precautions and/or those specified by the Company to maintain the confidentiality of the Confidential Information. Disclosure by Employee of Confidential Information may be made to other employees of Company only on a need-to-know basis. Employee agrees to immediately notify the Company in writing of any unauthorized use or disclosure of Confidential Information of which Employee becomes aware and take prompt and effective steps to prevent a recurrence of such use or disclosure.

**Section 4.4: Surrender of Confidential Information**. Immediately upon termination of Employee’s employment with the Company, or at the Company’s request at any time, Employee shall immediately surrender all Confidential Information, as well as all products or information derived, in whole or in part, from the Confidential Information.

**Section 4.5: Duration**. Employee’s obligations and the restrictions set forth in this Article IV, with respect to any Confidential Information, shall continue until such information ceases to constitute Confidential Information pursuant to this Agreement, regardless of the termination of this Agreement or the termination of Employee’s employment with the Company (whether voluntary or involuntary).

**Section 4.6: Exclusions**. This Agreement imposes no obligation on Employee with respect to Confidential Information that, (i) was in Employee’s possession prior to disclosure of said Information; (ii) is or later becomes publicly available through no fault of Employee; (iii) is rightfully received by Employee from a third party without a duty of confidentiality; (iv) is independently developed by Employee’s agents, vendors, consultants or affiliates of Employee; or (v) is disclosed pursuant to a requirement by a court, administrative agency or other governmental body, provided, however, that the party subject to such order or requirement shall provide prompt notice to the Company to enable the Company to seek a protective order or otherwise restrict such disclosure.

**Section 4.7: Notice under Section 1833(b) of the Defend Trade Secrets Act.** Employee acknowledges and agrees that Employee is hereby notified of the immunity provisions of Section 1833(b) of the federal Defend Trade Secrets Act, which provides as follows:

(b) IMMUNITY FROM LIABILITY FOR CONFIDENTIAL DISCLOSURE OF A TRADE SECRET TO THE GOVERNMENT OR IN A COURT FILING.

(1) IMMUNITY.—An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that—(A) is made—(i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

(2) USE OF TRADE SECRET INFORMATION IN ANTI-RETALIATION LAWSUIT.—An individual who files a lawsuit for retaliation by an Company for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual—(A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.

**Section 4.8.** *Intentionally left blank*

**ARTICLE V**

**NON-COMPETITION AND NON-SOLICITATION**

**Section 5.1: Non-Competition.** Employee agrees that the Company’s Confidential Information has been established and maintained at great expense to Company. Employee further agrees that Employee will have unique and extensive exposure to and contact with the Company’s Confidential Information. Employee also understands and agrees that Employee will obtain Confidential Information about the Company and/or Affiliates, including its financial information, business plans, and marketing strategies. Therefore, in order to protect the Company and/or Affiliates from unfair competition, Employee agrees that, during the time Employee is employed by the Company, and for a period of one (1) years following Employee’s termination of employment *for any reason*, Employee will not, directly or indirectly, on behalf of any other person, entity, or company, either individually or as an employee, officer, director, agent, partner, owner, co-venturer, distributor, consultant, investor, shareholder (other than the ownership of less than 5% of the shares of a corporation whose shares are traded in a recognized stock exchange or in the over-the-counter market), do any of the following in the “Restricted Area,” as that term is defined below: Provide to any Competitive Business the same or substantially similar services as those Employee provides to the Company and/or Affiliates.

**Section 5.1.2: Competitive Business Defined.** “Competitive Business” means any business entity or individual that provides charter school services.

**Section 5.1.3: “Restricted Area Defined.** Restricted Area means anywhere in the State of Nevada where the Company and/or Affiliates conducts business. The Parties expressly acknowledge that the Restricted Area is reasonable.

**Section 5.2: Non-Solicitation.** Employee recognizes that the Company uses Confidential Information in furtherance of developing and marketing its services and that Employee, through the services Employee provides to the Company, will have access to some or all of that Confidential Information, and will embody the goodwill of the Company. Therefore, in order to protect the Company’s Confidential Information and goodwill, Employee agrees that, during the time Employee is employed by the Company, and for a period of one (1) year following the termination Employee’s employment *for any reason*, that Employee will not directly or indirectly,

(i) Induce or attempt to induce any person who is an employee, officer, owner, independent contractor or agent of the Company and/or Affiliates to terminate said relationship or breach his or her agreements with the Company and/or Affiliates;

(ii) Make known to any third party the names and contact information of any of the students, parents, vendors, or suppliers of the Company and/or Affiliates, or any other information pertaining to those students, parents, vendors, or suppliers;

(iii) Call on, solicit, induce to leave and/or take away any of the students, vendors, or suppliers of the Company and/or Affiliates, either for Employee’s own account or for any third party; or

(iv) Call on, solicit and/or take away, any *potential* or *prospective* customers, vendors, or suppliers of Company and/or Affiliates, on whom Employee called or with whom Employee became acquainted during Employee’s employment with the Company, either for Employee’s own account or for any third party.

**Section 5.3: Reasonableness of Non-Competition and Non-Solicitation Provisions.** Employee hereby covenants and agrees that all of the terms and conditions contained in Article V are, (i) reasonable; (ii) serve to protect the legitimate business interests of the Company and/or Affiliates; (iii) impose no undue hardship on Employee; (iv) are not injurious to the public; and (v) do not impose any restraint that is greater than is required for the protection of the Company and/or Affiliates. In the event that any of the restrictions and limitations contained in Article V are deemed to exceed the duration, geographic scope or any other limitation permitted by law, the Parties agree that a court of competent jurisdiction *shall* revise any offending provisions so as to bring them within the maximum duration, geographical scope or any other limitation permitted by law and enforce the covenants as revised. Employee hereby further agrees that any subsequent material change(s) in Employee’s title, Job Duties, salary or compensation will not affect the validity or scope of any of the restrictive covenants contained in Article V in any way.

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Employee’s Initials

**ARTICLE VI**

**NON-DISPARAGEMENT**

**Section 6.1: Non-disparagement.** Employee recognizes that the reputation of the Company and/or Affiliates is a unique and valuable asset. Accordingly, Employee agrees that Employee will not make any negative, disparaging, or unfavorable comments regarding the Company and/or Affiliates, as well as any of their owners (including their family members), board members, officers, directors, employees, independent contractors, attorneys, or agents to any person or third party, either during Employee’s employment, or in the five (5) year period following termination of Employee’s employment with Company. This Article VI also applies to any comments or statements that Employee may make on the internet, including but not limited to comments, statements and/or videos placed in email, and/or on YouTube, Facebook, Twitter, Yelp, or any other social media site.

**ARTICLE VII**

**MISCELLANEOUS**

**Section 6.1: Entire Agreement/Representations/Modification.** This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. Each Party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any Party, or anyone acting on behalf of any Party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by each Party.

**Section 6.2: Successors and Assigns.** This Agreement will be binding upon Employee’s heirs, executors, administrators and other legal representatives and will be for the benefit of the Company and/or Affiliates.

**Section 6.3: Partial Invalidity.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

**Section 6.4: Waiver.** No oral modifications of this Agreement shall be deemed to constitute a waiver of any right or obligation provided for in this Agreement.

**Section 6.5: Choice of Law, Venue and Notices.** This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada and each Party hereby irrevocably submits to the personal jurisdiction of the Las Vegas District Court, Eighth Judicial District, in any action or proceeding arising out of, or relating to, this Agreement, and its enforcement, and agrees that all claims in respect of any such action or proceeding may be heard and determined in said court. The Parties hereby irrevocably waive any objection on the ground that any such action or proceeding in said court has been brought in an inconvenient forum. Any notices to be given hereunder by either Party to the other may be effected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the Parties at their last know addresses; but the Parties may change their address by written notice in accordance with this Section. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of posting in the mail.

**Section 6.6: Injunctive Relief.** Employee agrees that if a violation of any of the provisions of this Agreement relating to Article V or VI is threatened or occurs, the Company cannot be compensated adequately by damages. Therefore, the obligations of Employee shall be specifically enforceable by temporary restraining order and/or injunctive order, with a nominal bond if necessary, or by other equitable relief, which shall be in addition to any damages or other available remedies. In the event that a court of competent jurisdiction awards the Company any form of injunctive or equitable relief against Employee for breaching or attempting to breach any portion of Article V or VI, the Company shall be entitled to recover its court costs, litigation expenses, expert witness fees, and attorneys’ fees.

**Section 6.7: Breach of Agreement.** If Employee is determined by a court of competent jurisdiction to be in violation of *any* portion of this Agreement, Employee shall reimburse the Company for all costs and expenses incurred and all other damages resulting from such violation, including but not limited to, court costs, litigation expenses, expert witness fees, and attorneys’ fees. If Employee is in actual or threatened default of any obligation owing to the Company, then in addition to any other rights or remedies, Employee understands and agrees that the Company may set off, withhold, suspend and/or cease any performance, payment or other obligation due or to become due to Employee.

**Section 6.8: Agreement Drafted Jointly by Both Parties.** The Parties understand and agree that this Agreement has been prepared by the joint efforts of both Parties and shall be interpreted fairly and simply and not strictly for or against either Party.

**Section 6.9: Acknowledgment of Independent Advice.** Each Party whose signature appears below acknowledges that Employee has read all of the provisions of the foregoing Agreement, understands them, has sought or has had the opportunity to seek independent legal advice regarding the legal effect of the provisions herein, and agrees to be bound by said provisions.

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Employee

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

On behalf of Teach Las Vegas