



AIMS K-12 College Prep Charter District

Special Board Meeting

Date and Time

Monday August 19, 2019 at 6:00 PM PDT

Location

171 12th Street, Oakland Ca. 94607

AIMS does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its programs or activities. Marisol Magana has been designated to receive requests for disability-related modifications or accommodations in order to enable individuals with disabilities to participate in open and public meetings at AIMS. Please notify Marisol Magana at (510) 220-9985 at least 24 hours in advance of any disability accommodations being needed in order to participate in the meeting.

Agenda

	Purpose	Presenter	Time
I. Opening Items			6:00 PM
Opening Items			
A. Record Attendance and Guests			
B. Call the Meeting to Order			
C. Public Comments on Action Items			5 m
Public Comment on Action Agenda Items is set aside for members of the public to address the items, not on the Board's agenda. The Board of Directors will not respond or take action in response to Public Comment, except that the board may ask			

	Purpose	Presenter	Time
<p>clarifying questions or direct staff. <u>Comments are limited to two (2) minutes per person, and a total time allotted for all public comment will not exceed thirty (30) minutes (10 minutes per section).</u></p>			
D.	Public Comments on Non-Action Items		5 m
<p>Public Comment on Non-Action Agenda Items is set aside for members of the public to address the items, not on the Board’s agenda. The Board of Directors will not respond or take action in response to Public Comment, except that the board may ask clarifying questions or direct staff. <u>Comments are limited to two (2) minutes per person, and a total time allotted for all public comment will not exceed thirty (30) minutes (10 minutes per section).</u></p>			
II.	Action Items		6:10 PM
A.	Approval of new board members Dana Lang and Adrien Abuyen	Vote	Toni Cook 5 m
B.	Signing of conflict of interest forms	Vote	Toni Cook 10 m
C.	Signing of Non-disclosure Agreement	Vote	Maya Woods-Cadiz 5 m
III.	Non-Action Item		6:30 PM
Academic Excellence			
A.	Discussion of facility construction	Discuss	Steven Leung 45 m
B.	Public Comments on Closed Session Items	FYI	5 m
<p>Public Comment on closed session Items is set aside for members of the public to address the items, not on the Board’s agenda. The Board of Directors will not respond or take action in response to Public Comment, except that the board may ask clarifying questions or direct staff. <u>Comments are limited to two (2) minutes per person, and a total time allotted for all public comment will not exceed thirty (30) minutes (10 minutes per section).</u></p>			
IV.	Closing Items		7:20 PM
A.	Adjourn Meeting	Vote	
B.	Notices	FYI	5 m
<p>The next regular meeting of the Board of Directors is scheduled to be held August 29, 2019 @ 6:30 pm. AIMS does not discriminate on the basis of disability in the</p>			

Purpose	Presenter	Time
admission or access to, or treatment or employment in, its programs or activities. Marisol Magana has been designated to receive requests for disability-related modifications or accommodations in order to enable individuals with disabilities to participate in open and public meetings at AIMS. Please notify Marisol Magana at (510)220-9985 at least 24 hours in advance of any disability accommodations being needed in order to participate in the meeting.		

I, _____ hereby certify that I posted this agenda at the AIMS Campus 171 12th street, Oakland, CA 94607 on, _____, at _____ PM.
Certification of Posting

V. New section

VI. New section

Coversheet

Signing of conflict of interest forms

Section: II. Action Items
Item: B. Signing of conflict of interest forms
Purpose: Vote
Submitted by:
Related Material: Conflict of Interest Form.pdf

American Indian Model Schools
171 12th Street
Oakland, California
(510) 893-8701, (510) 452-3200, Fax

Amended Conflict of Interest Code

1. Standard Code of FPPC

The Political Reform Act of 1974 (Gov. Code, § 81000 et seq.) requires each state and local government agency to adopt and promulgate a conflict of interest code. As a local government agency, American Indian Model Schools, a California nonprofit public benefit corporation (“Corporation”) operating American Indian Public Charter School, American Indian Public Charter School II, and American Indian Public High School, California public charter schools, is therefore required to adopt such a code. The Fair Political Practices Commission (“FPPC”) has adopted a regulation (Cal. Code of Regs., tit. 2, § 18730) that contains the terms of a model conflict of interest code (“Model Code”), which can be incorporated by reference as an agency’s code. After public notice and hearing, the regulation may be amended by the FPPC to conform to amendments in the Political Reform Act.

2. Adoption of Standard Code of FPPC

The terms of California Code of Regulations, title 2, section 18730 and any future amendments to it duly adopted by the FPPC are hereby adopted and incorporated herein by reference. This regulation and the Appendix attached hereto designating officials and employees and establishing disclosure categories shall constitute the Conflict of Interest Code (the “Code”) of Corporation. This Code shall take effect when approved by the Alameda County Board of Supervisors, and shall thereupon supersede any and all prior conflict of interest codes adopted by Corporation.

3. Filing of Statements of Economic Interests

Pursuant to Section 4 of the Model Code set forth in California Code of Regulations, title 2, section 18730, subdivision (b), each person designated set forth in the Appendix shall file a Statement of Economic Interests (“Form 700”) with the Secretary of Corporation, which will make the statements available for public inspection and reproduction. Upon receipt of the statements of the designated employees, the Secretary shall retain the originals of these statements, and forward copies to the Clerk of the Alameda County Board of Supervisors upon request.

**APPENDIX TO
AMENDED CONFLICT OF INTEREST CODE
OF AMERICAN INDIAN MODEL SCHOOLS**

Preamble

Any person designated in Section I of this Appendix who is unsure of any right or obligation arising under this conflict of interest code (“Code”) may request a formal opinion or letter of advice from the Fair Political Practices Commission (“FPPC”) or an opinion from legal counsel to American Indian Model Schools, a California nonprofit public benefit corporation (“Corporation”). (Gov. Code, § 83114; Cal. Code of Regs., tit. 2, § 18730, subd. (b)(11).) A person who acts in good faith in reliance on an opinion issued to him or her by the FPPC shall not be subject to criminal or civil penalties for so acting, provided that all material facts are stated in the opinion request. (Gov. Code, § 83114, subd. (a).)

Opinions rendered by legal counsel to Corporation do not provide a statutory defense to an alleged violation of conflict of interest statutes or regulations. The prosecuting agency may, but is not required to, consider a requesting party’s reliance on such legal counsel’s opinion as evidence of good faith. In addition, Corporation may consider whether such reliance should constitute a mitigating factor to any disciplinary action that Corporation may bring against the requesting party under Government Code section 91003.5.

I.

Persons Designated

<u>Designated Positions</u>	<u>Disclosure Categories</u>
Board Members	1 through 6
Superintendent	1 through 6
Finance Officer (CBO)	1 through 6
Head of School	1 through 6
Academic Head	4 through 6
Dean	1 through 6
Secretary to the Board of Directors	1 through 6

Consultants, as that term is defined under California Code of Regulations, title 2, section 18700.3, and any employee in a newly created position, as that term is defined under California Code of Regulations, title 2, section 18219, shall comply with California Code of Regulations, title 2, section 18734, regarding the filing of interim disclosure. The Superintendent may determine that the broadest disclosure is not necessary and set interim disclosure that is more tailored to positions with a limited range of duties. This determination shall include a description

of the position's duties and, based upon that description, a statement of the extent of disclosure requirements. The Superintendent's determination is a public record and shall be retained for public inspection by the Corporation in the same manner as this Code. Nothing herein excuses any such consultants or new employees, as defined above in this paragraph, from any other provision of this Code.

II.

Disclosure Categories

Category 1. Reportable Investments

A person designated in this category shall report all reportable investments, as defined in Government Code section 82034, in business entities located in, doing business in, known to be planning to do business in, or having done business in the previous two (2) years within Alameda County where the Corporation's schools are located, which business entities operate or provide facilities, goods, supplies, equipment and/or machinery, vehicles, personnel or services of a type utilized by Corporation or its schools.

Category 2. Reportable Interests in Real Property

A person designated in this category shall disclose all interests in real property, as defined in Government Code sections 82033 and 82035 that are within two (2) miles of any of the facilities utilized by the Corporation's schools and that are of the type and legal description that can be utilized for public school use.

Category 3. Reportable Income

A person designated in this category shall disclose all income as defined in Government Code section 82030 received by the designated employee during the reporting period from business entities or other sources located in, doing business in, known to be planning to do business in, or having done business in the previous two (2) years within Alameda County where the Corporation's school is located, which business entities or sources operate or provide facilities, goods, supplies, equipment and/or machinery, vehicles, personnel or services of a type utilized by Corporation or its schools.

Category 4. Less-Inclusive Reportable Investments

A person designated in this category shall disclose only investments as defined in Government Code section 82034 in any business entity which, within the previous two (2) years, has contracted with or in the future foreseeably may contract with Corporation or the schools to provide facilities, goods, supplies, equipment and/or machinery, vehicles, personnel or services to Corporation or the schools, of the type utilized by Corporation or the schools, and (a) is located in or doing business Alameda County where the Corporation's schools are located, and (b) is associated with the job assignment or position of the designated employee.

Category 5. Less-Inclusive Reportable Income

A person designated in this category shall disclose only that reportable income as defined in Government Code section 82030 which is derived from a business entity or other source which, within the previous two (2) years, has contracted with Corporation or the schools or in the future foreseeably may contract with Corporation or the schools to provide facilities, goods, supplies, equipment and/or machinery, vehicles, personnel or services to Corporation or the schools, of the type utilized by Corporation or the schools, and (a) is located in or doing business in Alameda County where the Corporation's schools are located, and (b) is associated with the job assignment or position of the designated employee.

Category 6. Business Positions

A person designated in this category shall disclose the information described below by completing Form 700, Schedule C, with respect to any business entity that provides facilities, goods, supplies, equipment and/or machinery, vehicles, personnel or services of a type utilized by Corporation or the schools. A person designated shall list (a) the name and address of each such business entity in which he or she is a director, officer, partner, trustee, employee, or in which he or she holds any position of management; (b) a description of the business activity in which each such business entity is engaged; and (c) the person's designated position with each such business entity.

I agree to adhere to this code, and to follow each requirement as spelled out in this code and its appendix

Signature

Date

Printed Name

Role

Coversheet

Signing of Non-disclosure Agreement

Section: II. Action Items
Item: C. Signing of Non-disclosure Agreement
Purpose: Vote
Submitted by:
Related Material: NDA Toni Cook.pdf
NDA Benson Wan.pdf
NDA Chris Edington.pdf
NDA Clifford Thompson.pdf
NDA Steven Leung .pdf



American Indian
Model Schools
A School At Work!

171 12th Street, Oakland, CA 94607
Phone: (510) 893-8701 Fax: (510) 893-0345

Board Non-Disclosure and Confidentiality Agreement

This Board Non-Disclosure and Confidentiality Agreement (this “Agreement”) is entered into as of the 1st day of August, 2019 (the “Effective Date”) by and between American Indian Model Schools a Non-Profit organization (the “Company”), and Toni Cook, a Board member of the Company (the “Toni Cook”). The above parties may be referred to singularly as a “Party” or collectively as the “Parties”.

The Company approved Toni Cook as Board Member [Toni Cook’s title] pursuant to the terms and conditions of that certain bylaws executed between the Parties on the 1st day of August 2019 (the “By Laws”). In connection with the Toni Cook’s duties under the By Laws, the Company may disclose to the Toni Cook certain confidential and proprietary information unique and valuable to its ongoing business operations. In consideration of the Toni Cook’s position held and the covenants and mutual promises contained herein, the Parties agree as follows:

1. **Confidential Information.** The term “Confidential Information” as used in this Agreement shall mean any data, information, or knowledge disclosed by the Company to the Toni Cook and not generally known to the public, including but not limited to:

- a. The Company’s business or operational plans or activities, existing or contemplated markets, advertising initiatives, methods of operation, products, or services;
- b. The Company’s suppliers or logistics data;
- c. The Company’s customer or supplier lists, cost of goods or services, profits and losses, budgeting, past or future sales, or financial information;
- d. The Company’s schematics, designs, software source or object code, compressed or uncompressed binaries, inventions, patents or patent applications or illustrations;
- e. The Company’s existing or contemplated designs, models or platforms, formulas, research, notes, or analytical data;
- f. The Company’s management, board of directors, affiliates, suppliers, customers, employees, or third-party contractors;
- g. The Company’s history, entity structure, accounts, or goodwill; the Company’s copyrights, trademarks, trade secrets, patents, trade names, moral rights, or any other tangible or intangible rights, whether registered or unregistered;
- h. The Company’s technical systems, processes, methods, algorithms, computational schemas, know-how, or trade secrets;
- i. The Company’s employee salaries, job related functions, duties or responsibilities; the Company’s written, auditory or electronic communications;
- j. Any information that if disclosed, whether true or untrue, could harm the goodwill or reputation of the Company or the Company’s management, board of directors, affiliates,

suppliers, customers, employees, third-party contractors, methods of operation, products, or services; or

- k. Any other information of any of whatever kind and nature that the Company desires to maintain confidential.

2. Exclusions to Confidential Information. The obligation of confidentiality with respect to Confidential Information will not apply to any information:

- a. If the information is or becomes publicly known and available other than as a result of prior unauthorized disclosure by Toni Cook;
- b. If the information is or was received by the Toni Cook from a third-party source which, to the best knowledge of Toni Cook, is or was not under a confidentiality obligation to the Company with regard to such information;
- c. If the information is disclosed by Toni Cook with the Company's prior written permission and approval;
- d. If the information is independently developed by the Toni Cook prior to disclosure by the Company and without the use and benefit of any of the Company's Confidential Information; or
- e. If Toni Cook is legally compelled by applicable law, by any court, governmental agency, or regulatory authority or subpoena or discovery request in pending litigation, but only if, to the extent lawful, the Toni Cook gives prompt written notice of that fact to the Company prior to disclosure so that the Company may request a protective order or other remedy, Toni Cook may disclose only such portion of the Confidential Information which it is legally obligated to disclose.

3. Obligation to Maintain Confidentiality. With respect to Confidential Information:

- a. Toni Cook agrees to retain the Confidential Information in strict confidence, to protect the security, integrity, and confidentiality of such information and to not permit unauthorized access to or unauthorized use, disclosure, publication, or dissemination of Confidential Information except in conformity with this Agreement.
- b. Confidential Information is and will remain the sole and exclusive property of the Company and will not be disclosed or revealed by the Toni Cook, except (i) to other board members or employee of the Company who have a need to know such information and agree to be bound by the terms of this Agreement or (ii) with the Company's express prior written consent.
- c. Toni Cook agrees that, in the event Toni Cook must download, access, process, transfer or otherwise communicate Confidential Information, Toni Cook will comply with all laws and regulations applicable to exports and re-exports of data and information and will not, directly or indirectly, export or re-export any Confidential Information in violation of such laws and regulations, including without limitation, those prohibiting export or re-export to restricted countries or without governmental authorization.
- d. Toni Cook agrees that Confidential Information are intended for civil purposes only and will not, directly or indirectly, download, access, process, transfer or otherwise communicate Confidential Information or any part thereof to military, paramilitary or civil entities, "institutes," "academies" nor any country subject to United States, United Nations or Organizations for Security and Co-Operation in Europe sanctions for any military or violent purpose, such as use in nuclear, biological or chemical weapons.
- e. Upon termination of this Agreement or at the request of the Company, the Toni Cook will ensure that all Confidential Information and all documents, memoranda, notes and other

writings or electronic records prepared by Toni Cook that include or reflect any Confidential Information in Toni Cook's actual or constructive possession are returned to the Company within 48 hours.

- f. [The obligation not to disclose Confidential Information shall survive the termination of this Agreement, and at no time will the Toni Cook be permitted to disclose Confidential Information, except to the extent that such Confidential Information is excluded from the obligations of confidentiality under this Agreement pursuant to Paragraph 2 above.] [The obligation not to disclose Confidential Information shall remain in effect until two years following the Toni Cook's termination of employment by the Company, except to the extent that such Confidential Information is excluded from the obligations of confidentiality under this Agreement pursuant to Paragraph 2 above.]

4. **Disclaimer.** There is no representation or warranty, express or implied, made by the Company as to the accuracy or completeness of any of its Confidential Information.

5. **Remedies.** Toni Cook acknowledges that use or disclosure of any confidential and proprietary information in a manner inconsistent with this Agreement will give rise to irreparable injury for which damages would not be an adequate remedy. Accordingly, in addition to any other legal remedies which may be available at law or in equity, the Company shall be entitled to equitable or injunctive relief against the unauthorized use or disclosure of confidential and proprietary information. The Company shall be entitled to pursue any other legally permissible remedy available as a result of such breach, including but not limited to damages, both direct and consequential. In any action brought by the Company under this Section, the Company shall be entitled to recover its attorney's fees and costs from Toni Cook.

6. **Notices.** All notices given under this Agreement must be in writing. A notice is effective upon receipt and shall be sent via one of the following methods: delivery in person, overnight courier service, certified or registered mail, postage prepaid, return receipt requested, addressed to the Party to be notified at the below address or by facsimile at the below facsimile number or in the case of either Party, to such other party, address or facsimile number as such Party may designate upon reasonable notice to the other Party.

American Indian Model Schools
Human Resources
171 12st Street
Oakland, CA 94607
510-893-8701
510-893-0345

[Toni Cook]
[Street Address]
[City, State, Zip Code]
[Telephone Number]
[Facsimile Number]

7. **Termination.** This Agreement will terminate on the earlier of: (a) the written agreement of the Parties to terminate this Agreement; (b) the cessation of Toni Cook's service time; or (c) 2 years from the date hereof.

8. **Amendment.** This Agreement may be amended or modified only by a written agreement signed by both of the Parties.

9. **Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to the principles of conflict of laws. Any dispute arising from this Agreement shall be resolved [in the courts of the State of CA/through binding arbitration conducted in accordance with the rules of the American Arbitration Association/through mediation].

10. **No Offer or Sale.** Nothing in this Agreement will be deemed a sale or offer for sale of Confidential Information nor obligate the Company to grant Toni Cook a license or any rights, by statute, common law theory of estoppel or otherwise, to Confidential Information.

11. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, regarding the subject matter hereof.

12. **Miscellaneous.** No joint venture, partnership or agency relationship exists between the Toni Cook, the Company or any third-party as a result of this Agreement. This Agreement will inure to the benefit of and be binding on the respective successors and permitted assigns of the parties. Neither Party may assign its rights or delegate its duties under this Agreement without the other Party’s prior written consent. In the event that any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable parts had not been included in this Agreement. Neither Party will be charged with any waiver of any provision of this Agreement, unless such waiver is evidenced by a writing signed by the Party and any such waiver will be limited to the terms of such writing.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

TONI COOK

 [Name of Toni Cook]

By: _____

COMPANY

American Indian Model Schools

By: _____

Name: _____

Title: _____



American Indian
Model Schools
A School At Work!

171 12th Street, Oakland, CA 94607
Phone: (510) 893-8701 Fax: (510) 893-0345

Board Non-Disclosure and Confidentiality Agreement

This Board Non-Disclosure and Confidentiality Agreement (this “Agreement”) is entered into as of the 1st day of August, 2019 (the “Effective Date”) by and between American Indian Model Schools a Non-Profit organization (the “Company”), and Benson Wan, a Board member of the Company (the “Benson Wan”). The above parties may be referred to singularly as a “Party” or collectively as the “Parties”.

The Company approved Benson Wan as Board Member [Benson Wan’s title] pursuant to the terms and conditions of that certain bylaws executed between the Parties on the 1st day of August 2019 (the “By Laws”). In connection with the Benson Wan’s duties under the By Laws, the Company may disclose to the Benson Wan certain confidential and proprietary information unique and valuable to its ongoing business operations. In consideration of the Benson Wan’s position held and the covenants and mutual promises contained herein, the Parties agree as follows:

1. **Confidential Information.** The term “Confidential Information” as used in this Agreement shall mean any data, information, or knowledge disclosed by the Company to the Benson Wan and not generally known to the public, including but not limited to:

- a. The Company’s business or operational plans or activities, existing or contemplated markets, advertising initiatives, methods of operation, products, or services;
- b. The Company’s suppliers or logistics data;
- c. The Company’s customer or supplier lists, cost of goods or services, profits and losses, budgeting, past or future sales, or financial information;
- d. The Company’s schematics, designs, software source or object code, compressed or uncompressed binaries, inventions, patents or patent applications or illustrations;
- e. The Company’s existing or contemplated designs, models or platforms, formulas, research, notes, or analytical data;
- f. The Company’s management, board of directors, affiliates, suppliers, customers, employees , or third-party contractors;
- g. The Company’s history, entity structure, accounts, or goodwill; the Company’s copyrights, trademarks, trade secrets, patents, trade names, moral rights, or any other tangible or intangible rights, whether registered or unregistered;
- h. The Company’s technical systems, processes, methods, algorithms, computational schemas, know-how, or trade secrets;
- i. The Company’s employee salaries, job related functions, duties or responsibilities; the Company’s written, auditory or electronic communications;
- j. Any information that if disclosed, whether true or untrue, could harm the goodwill or reputation of the Company or the Company’s management, board of directors, affiliates,

suppliers, customers, employees, third-party contractors, methods of operation, products, or services; or

- k. Any other information of any of whatever kind and nature that the Company desires to maintain confidential.

2. Exclusions to Confidential Information. The obligation of confidentiality with respect to Confidential Information will not apply to any information:

- a. If the information is or becomes publicly known and available other than as a result of prior unauthorized disclosure by Benson Wan;
- b. If the information is or was received by the Benson Wan from a third-party source which, to the best knowledge of Benson Wan, is or was not under a confidentiality obligation to the Company with regard to such information;
- c. If the information is disclosed by Benson Wan with the Company's prior written permission and approval;
- d. If the information is independently developed by the Benson Wan prior to disclosure by the Company and without the use and benefit of any of the Company's Confidential Information; or
- e. If Benson Wan is legally compelled by applicable law, by any court, governmental agency, or regulatory authority or subpoena or discovery request in pending litigation, but only if, to the extent lawful, the Benson Wan gives prompt written notice of that fact to the Company prior to disclosure so that the Company may request a protective order or other remedy, Benson Wan may disclose only such portion of the Confidential Information which it is legally obligated to disclose.

3. Obligation to Maintain Confidentiality. With respect to Confidential Information:

- a. Benson Wan agrees to retain the Confidential Information in strict confidence, to protect the security, integrity, and confidentiality of such information and to not permit unauthorized access to or unauthorized use, disclosure, publication, or dissemination of Confidential Information except in conformity with this Agreement.
- b. Confidential Information is and will remain the sole and exclusive property of the Company and will not be disclosed or revealed by the Benson Wan, except (i) to other board members or employee of the Company who have a need to know such information and agree to be bound by the terms of this Agreement or (ii) with the Company's express prior written consent.
- c. Benson Wan agrees that, in the event Benson Wan must download, access, process, transfer or otherwise communicate Confidential Information, Benson Wan will comply with all laws and regulations applicable to exports and re-exports of data and information and will not, directly or indirectly, export or re-export any Confidential Information in violation of such laws and regulations, including without limitation, those prohibiting export or re-export to restricted countries or without governmental authorization.
- d. Benson Wan agrees that Confidential Information are intended for civil purposes only and will not, directly or indirectly, download, access, process, transfer or otherwise communicate Confidential Information or any part thereof to military, paramilitary or civil entities, "institutes," "academies" nor any country subject to United States, United Nations or Organizations for Security and Co-Operation in Europe sanctions for any military or violent purpose, such as use in nuclear, biological or chemical weapons.
- e. Upon termination of this Agreement or at the request of the Company, the Benson Wan will ensure that all Confidential Information and all documents, memoranda, notes and other

writings or electronic records prepared by Benson Wan that include or reflect any Confidential Information in Benson Wan's actual or constructive possession are returned to the Company within 48 hours.

- f. [The obligation not to disclose Confidential Information shall survive the termination of this Agreement, and at no time will the Benson Wan be permitted to disclose Confidential Information, except to the extent that such Confidential Information is excluded from the obligations of confidentiality under this Agreement pursuant to Paragraph 2 above.] [The obligation not to disclose Confidential Information shall remain in effect until two years following the Benson Wan's termination of employment by the Company, except to the extent that such Confidential Information is excluded from the obligations of confidentiality under this Agreement pursuant to Paragraph 2 above.]

4. **Disclaimer.** There is no representation or warranty, express or implied, made by the Company as to the accuracy or completeness of any of its Confidential Information.

5. **Remedies.** Benson Wan acknowledges that use or disclosure of any confidential and proprietary information in a manner inconsistent with this Agreement will give rise to irreparable injury for which damages would not be an adequate remedy. Accordingly, in addition to any other legal remedies which may be available at law or in equity, the Company shall be entitled to equitable or injunctive relief against the unauthorized use or disclosure of confidential and proprietary information. The Company shall be entitled to pursue any other legally permissible remedy available as a result of such breach, including but not limited to damages, both direct and consequential. In any action brought by the Company under this Section, the Company shall be entitled to recover its attorney's fees and costs from Benson Wan.

6. **Notices.** All notices given under this Agreement must be in writing. A notice is effective upon receipt and shall be sent via one of the following methods: delivery in person, overnight courier service, certified or registered mail, postage prepaid, return receipt requested, addressed to the Party to be notified at the below address or by facsimile at the below facsimile number or in the case of either Party, to such other party, address or facsimile number as such Party may designate upon reasonable notice to the other Party.

American Indian Model Schools
Human Resources
171 12st Street
Oakland, CA 94607
510-893-8701
510-893-0345

[Benson Wan]
[Street Address]
[City, State, Zip Code]
[Telephone Number]
[Facsimile Number]

7. **Termination.** This Agreement will terminate on the earlier of: (a) the written agreement of the Parties to terminate this Agreement; (b) the cessation of Benson Wan's service time; or (c) 2 years from the date hereof.

8. **Amendment.** This Agreement may be amended or modified only by a written agreement signed by both of the Parties.

9. **Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to the principles of conflict of laws. Any dispute arising from this Agreement shall be resolved [in the courts of the State of CA/through binding arbitration conducted in accordance with the rules of the American Arbitration Association/through mediation].

10. **No Offer or Sale.** Nothing in this Agreement will be deemed a sale or offer for sale of Confidential Information nor obligate the Company to grant Benson Wan a license or any rights, by statute, common law theory of estoppel or otherwise, to Confidential Information.

11. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, regarding the subject matter hereof.

12. **Miscellaneous.** No joint venture, partnership or agency relationship exists between the Benson Wan, the Company or any third-party as a result of this Agreement. This Agreement will inure to the benefit of and be binding on the respective successors and permitted assigns of the parties. Neither Party may assign its rights or delegate its duties under this Agreement without the other Party’s prior written consent. In the event that any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable parts had not been included in this Agreement. Neither Party will be charged with any waiver of any provision of this Agreement, unless such waiver is evidenced by a writing signed by the Party and any such waiver will be limited to the terms of such writing.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

BENSON WAN

 [Name of Benson Wan]

By: _____

COMPANY

American Indian Model Schools

By: _____

Name: _____

Title: _____



171 12th Street, Oakland, CA 94607
Phone: (510) 893-8701 Fax: (510) 893-0345

Board Non-Disclosure and Confidentiality Agreement

This Board Non-Disclosure and Confidentiality Agreement (this “Agreement”) is entered into as of the 1st day of August, 2019 (the “Effective Date”) by and between American Indian Model Schools a Non-Profit organization (the “Company”), and Chris Edington, a Board member of the Company (the “Chris Edington”). The above parties may be referred to singularly as a “Party” or collectively as the “Parties”.

The Company approved Chris Edington as Board Member [Chris Edington’s title] pursuant to the terms and conditions of that certain bylaws executed between the Parties on the 1st day of August 2019 (the “By Laws”). In connection with the Chris Edington’s duties under the By Laws, the Company may disclose to the Chris Edington certain confidential and proprietary information unique and valuable to its ongoing business operations. In consideration of the Chris Edington’s position held and the covenants and mutual promises contained herein, the Parties agree as follows:

1. **Confidential Information.** The term “Confidential Information” as used in this Agreement shall mean any data, information, or knowledge disclosed by the Company to the Chris Edington and not generally known to the public, including but not limited to:

- a. The Company’s business or operational plans or activities, existing or contemplated markets, advertising initiatives, methods of operation, products, or services;
- b. The Company’s suppliers or logistics data;
- c. The Company’s customer or supplier lists, cost of goods or services, profits and losses, budgeting, past or future sales, or financial information;
- d. The Company’s schematics, designs, software source or object code, compressed or uncompressed binaries, inventions, patents or patent applications or illustrations;
- e. The Company’s existing or contemplated designs, models or platforms, formulas, research, notes, or analytical data;
- f. The Company’s management, board of directors, affiliates, suppliers, customers, employees, or third-party contractors;
- g. The Company’s history, entity structure, accounts, or goodwill; the Company’s copyrights, trademarks, trade secrets, patents, trade names, moral rights, or any other tangible or intangible rights, whether registered or unregistered;
- h. The Company’s technical systems, processes, methods, algorithms, computational schemas, know-how, or trade secrets;
- i. The Company’s employee salaries, job related functions, duties or responsibilities; the Company’s written, auditory or electronic communications;
- j. Any information that if disclosed, whether true or untrue, could harm the goodwill or reputation of the Company or the Company’s management, board of directors, affiliates,

suppliers, customers, employees, third-party contractors, methods of operation, products, or services; or

- k. Any other information of any of whatever kind and nature that the Company desires to maintain confidential.

2. Exclusions to Confidential Information. The obligation of confidentiality with respect to Confidential Information will not apply to any information:

- a. If the information is or becomes publicly known and available other than as a result of prior unauthorized disclosure by Chris Edington;
- b. If the information is or was received by the Chris Edington from a third-party source which, to the best knowledge of Chris Edington, is or was not under a confidentiality obligation to the Company with regard to such information;
- c. If the information is disclosed by Chris Edington with the Company's prior written permission and approval;
- d. If the information is independently developed by the Chris Edington prior to disclosure by the Company and without the use and benefit of any of the Company's Confidential Information; or
- e. If Chris Edington is legally compelled by applicable law, by any court, governmental agency, or regulatory authority or subpoena or discovery request in pending litigation, but only if, to the extent lawful, the Chris Edington gives prompt written notice of that fact to the Company prior to disclosure so that the Company may request a protective order or other remedy, Chris Edington may disclose only such portion of the Confidential Information which it is legally obligated to disclose.

3. Obligation to Maintain Confidentiality. With respect to Confidential Information:

- a. Chris Edington agrees to retain the Confidential Information in strict confidence, to protect the security, integrity, and confidentiality of such information and to not permit unauthorized access to or unauthorized use, disclosure, publication, or dissemination of Confidential Information except in conformity with this Agreement.
- b. Confidential Information is and will remain the sole and exclusive property of the Company and will not be disclosed or revealed by the Chris Edington, except (i) to other board members or employee of the Company who have a need to know such information and agree to be bound by the terms of this Agreement or (ii) with the Company's express prior written consent.
- c. Chris Edington agrees that, in the event Chris Edington must download, access, process, transfer or otherwise communicate Confidential Information, Chris Edington will comply with all laws and regulations applicable to exports and re-exports of data and information and will not, directly or indirectly, export or re-export any Confidential Information in violation of such laws and regulations, including without limitation, those prohibiting export or re-export to restricted countries or without governmental authorization.
- d. Chris Edington agrees that Confidential Information are intended for civil purposes only and will not, directly or indirectly, download, access, process, transfer or otherwise communicate Confidential Information or any part thereof to military, paramilitary or civil entities, "institutes," "academies" nor any country subject to United States, United Nations or Organizations for Security and Co-Operation in Europe sanctions for any military or violent purpose, such as use in nuclear, biological or chemical weapons.
- e. Upon termination of this Agreement or at the request of the Company, the Chris Edington will ensure that all Confidential Information and all documents, memoranda, notes and other

writings or electronic records prepared by Chris Edington that include or reflect any Confidential Information in Chris Edington's actual or constructive possession are returned to the Company within 48 hours.

- f. [The obligation not to disclose Confidential Information shall survive the termination of this Agreement, and at no time will the Chris Edington be permitted to disclose Confidential Information, except to the extent that such Confidential Information is excluded from the obligations of confidentiality under this Agreement pursuant to Paragraph 2 above.] [The obligation not to disclose Confidential Information shall remain in effect until two years following the Chris Edington's termination of employment by the Company, except to the extent that such Confidential Information is excluded from the obligations of confidentiality under this Agreement pursuant to Paragraph 2 above.]

4. **Disclaimer.** There is no representation or warranty, express or implied, made by the Company as to the accuracy or completeness of any of its Confidential Information.

5. **Remedies.** Chris Edington acknowledges that use or disclosure of any confidential and proprietary information in a manner inconsistent with this Agreement will give rise to irreparable injury for which damages would not be an adequate remedy. Accordingly, in addition to any other legal remedies which may be available at law or in equity, the Company shall be entitled to equitable or injunctive relief against the unauthorized use or disclosure of confidential and proprietary information. The Company shall be entitled to pursue any other legally permissible remedy available as a result of such breach, including but not limited to damages, both direct and consequential. In any action brought by the Company under this Section, the Company shall be entitled to recover its attorney's fees and costs from Chris Edington.

6. **Notices.** All notices given under this Agreement must be in writing. A notice is effective upon receipt and shall be sent via one of the following methods: delivery in person, overnight courier service, certified or registered mail, postage prepaid, return receipt requested, addressed to the Party to be notified at the below address or by facsimile at the below facsimile number or in the case of either Party, to such other party, address or facsimile number as such Party may designate upon reasonable notice to the other Party.

American Indian Model Schools
Human Resources
171 12st Street
Oakland, CA 94607
510-893-8701
510-893-0345

[Chris Edington]
[Street Address]
[City, State, Zip Code]
[Telephone Number]
[Facsimile Number]

7. **Termination.** This Agreement will terminate on the earlier of: (a) the written agreement of the Parties to terminate this Agreement; (b) the cessation of Chris Edington's service time; or (c) 2 years from the date hereof.

8. **Amendment.** This Agreement may be amended or modified only by a written agreement signed by both of the Parties.

9. **Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to the principles of conflict of laws. Any dispute arising from this Agreement shall be resolved [in the courts of the State of CA/through binding arbitration conducted in accordance with the rules of the American Arbitration Association/through mediation].

10. **No Offer or Sale.** Nothing in this Agreement will be deemed a sale or offer for sale of Confidential Information nor obligate the Company to grant Chris Edington a license or any rights, by statute, common law theory of estoppel or otherwise, to Confidential Information.

11. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, regarding the subject matter hereof.

12. **Miscellaneous.** No joint venture, partnership or agency relationship exists between the Chris Edington, the Company or any third-party as a result of this Agreement. This Agreement will inure to the benefit of and be binding on the respective successors and permitted assigns of the parties. Neither Party may assign its rights or delegate its duties under this Agreement without the other Party’s prior written consent. In the event that any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable parts had not been included in this Agreement. Neither Party will be charged with any waiver of any provision of this Agreement, unless such waiver is evidenced by a writing signed by the Party and any such waiver will be limited to the terms of such writing.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

CHRIS EDINGTON



[Name of Chris Edington]

By: _____

COMPANY

American Indian Model Schools

By: _____

Name: _____

Title: _____



171 12th Street, Oakland, CA 94607
 Phone: (510) 893-8701 Fax: (510) 893-0345

Board Non-Disclosure and Confidentiality Agreement

This Board Non-Disclosure and Confidentiality Agreement (this “Agreement”) is entered into as of the 1st day of August, 2019 (the “Effective Date”) by and between American Indian Model Schools a Non-Profit organization (the “Company”), and Clifford Thompson, a Board member of the Company (the “Clifford Thompson”). The above parties may be referred to singularly as a “Party” or collectively as the “Parties”.

The Company approved Clifford Thompson as Board Member [Clifford Thompson’s title] pursuant to the terms and conditions of that certain bylaws executed between the Parties on the 1st day of August 2019 (the “By Laws”). In connection with the Clifford Thompson’s duties under the By Laws, the Company may disclose to the Clifford Thompson certain confidential and proprietary information unique and valuable to its ongoing business operations. In consideration of the Clifford Thompson’s position held and the covenants and mutual promises contained herein, the Parties agree as follows:

1. Confidential Information. The term “Confidential Information” as used in this Agreement shall mean any data, information, or knowledge disclosed by the Company to the Clifford Thompson and not generally known to the public, including but not limited to:

- a. The Company’s business or operational plans or activities, existing or contemplated markets, advertising initiatives, methods of operation, products, or services;
- b. The Company’s suppliers or logistics data;
- c. The Company’s customer or supplier lists, cost of goods or services, profits and losses, budgeting, past or future sales, or financial information;
- d. The Company’s schematics, designs, software source or object code, compressed or uncompressed binaries, inventions, patents or patent applications or illustrations;
- e. The Company’s existing or contemplated designs, models or platforms, formulas, research, notes, or analytical data;
- f. The Company’s management, board of directors, affiliates, suppliers, customers, employees , or third-party contractors;
- g. The Company’s history, entity structure, accounts, or goodwill; the Company’s copyrights, trademarks, trade secrets, patents, trade names, moral rights, or any other tangible or intangible rights, whether registered or unregistered;
- h. The Company’s technical systems, processes, methods, algorithms, computational schemas, know-how, or trade secrets;
- i. The Company’s employee salaries, job related functions, duties or responsibilities; the Company’s written, auditory or electronic communications;
- j. Any information that if disclosed, whether true or untrue, could harm the goodwill or reputation of the Company or the Company’s management, board of directors, affiliates,

suppliers, customers, employees, third-party contractors, methods of operation, products, or services; or

- k. Any other information of any of whatever kind and nature that the Company desires to maintain confidential.

2. Exclusions to Confidential Information. The obligation of confidentiality with respect to Confidential Information will not apply to any information:

- a. If the information is or becomes publicly known and available other than as a result of prior unauthorized disclosure by Clifford Thompson;
- b. If the information is or was received by the Clifford Thompson from a third-party source which, to the best knowledge of Clifford Thompson, is or was not under a confidentiality obligation to the Company with regard to such information;
- c. If the information is disclosed by Clifford Thompson with the Company's prior written permission and approval;
- d. If the information is independently developed by the Clifford Thompson prior to disclosure by the Company and without the use and benefit of any of the Company's Confidential Information; or
- e. If Clifford Thompson is legally compelled by applicable law, by any court, governmental agency, or regulatory authority or subpoena or discovery request in pending litigation, but only if, to the extent lawful, the Clifford Thompson gives prompt written notice of that fact to the Company prior to disclosure so that the Company may request a protective order or other remedy, Clifford Thompson may disclose only such portion of the Confidential Information which it is legally obligated to disclose.

3. Obligation to Maintain Confidentiality. With respect to Confidential Information:

- a. Clifford Thompson agrees to retain the Confidential Information in strict confidence, to protect the security, integrity, and confidentiality of such information and to not permit unauthorized access to or unauthorized use, disclosure, publication, or dissemination of Confidential Information except in conformity with this Agreement.
- b. Confidential Information is and will remain the sole and exclusive property of the Company and will not be disclosed or revealed by the Clifford Thompson, except (i) to other board members or employee of the Company who have a need to know such information and agree to be bound by the terms of this Agreement or (ii) with the Company's express prior written consent.
- c. Clifford Thompson agrees that, in the event Clifford Thompson must download, access, process, transfer or otherwise communicate Confidential Information, Clifford Thompson will comply with all laws and regulations applicable to exports and re-exports of data and information and will not, directly or indirectly, export or re-export any Confidential Information in violation of such laws and regulations, including without limitation, those prohibiting export or re-export to restricted countries or without governmental authorization.
- d. Clifford Thompson agrees that Confidential Information are intended for civil purposes only and will not, directly or indirectly, download, access, process, transfer or otherwise communicate Confidential Information or any part thereof to military, paramilitary or civil entities, "institutes," "academies" nor any country subject to United States, United Nations or Organizations for Security and Co-Operation in Europe sanctions for any military or violent purpose, such as use in nuclear, biological or chemical weapons.

- e. Upon termination of this Agreement or at the request of the Company, the Clifford Thompson will ensure that all Confidential Information and all documents, memoranda, notes and other writings or electronic records prepared by Clifford Thompson that include or reflect any Confidential Information in Clifford Thompson's actual or constructive possession are returned to the Company within 48 hours.
- f. [The obligation not to disclose Confidential Information shall survive the termination of this Agreement, and at no time will the Clifford Thompson be permitted to disclose Confidential Information, except to the extent that such Confidential Information is excluded from the obligations of confidentiality under this Agreement pursuant to Paragraph 2 above.] [The obligation not to disclose Confidential Information shall remain in effect until two years following the Clifford Thompson's termination of employment by the Company, except to the extent that such Confidential Information is excluded from the obligations of confidentiality under this Agreement pursuant to Paragraph 2 above.]

4. **Disclaimer.** There is no representation or warranty, express or implied, made by the Company as to the accuracy or completeness of any of its Confidential Information.

5. **Remedies.** Clifford Thompson acknowledges that use or disclosure of any confidential and proprietary information in a manner inconsistent with this Agreement will give rise to irreparable injury for which damages would not be an adequate remedy. Accordingly, in addition to any other legal remedies which may be available at law or in equity, the Company shall be entitled to equitable or injunctive relief against the unauthorized use or disclosure of confidential and proprietary information. The Company shall be entitled to pursue any other legally permissible remedy available as a result of such breach, including but not limited to damages, both direct and consequential. In any action brought by the Company under this Section, the Company shall be entitled to recover its attorney's fees and costs from Clifford Thompson.

6. **Notices.** All notices given under this Agreement must be in writing. A notice is effective upon receipt and shall be sent via one of the following methods: delivery in person, overnight courier service, certified or registered mail, postage prepaid, return receipt requested, addressed to the Party to be notified at the below address or by facsimile at the below facsimile number or in the case of either Party, to such other party, address or facsimile number as such Party may designate upon reasonable notice to the other Party.

American Indian Model Schools
Human Resources
171 12st Street
Oakland, CA 94607
510-893-8701
510-893-0345

[Clifford Thompson]
[Street Address]
[City, State, Zip Code]
[Telephone Number]
[Facsimile Number]

7. **Termination.** This Agreement will terminate on the earlier of: (a) the written agreement of the Parties to terminate this Agreement; (b) the cessation of Clifford Thompson's service time; or (c) 2 years from the date hereof.

8. **Amendment.** This Agreement may be amended or modified only by a written agreement signed by both of the Parties.

9. **Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to the principles of conflict of laws. Any dispute arising from this Agreement shall be resolved [in the courts of the State of CA/through binding arbitration conducted in accordance with the rules of the American Arbitration Association/through mediation].

10. **No Offer or Sale.** Nothing in this Agreement will be deemed a sale or offer for sale of Confidential Information nor obligate the Company to grant Clifford Thompson a license or any rights, by statute, common law theory of estoppel or otherwise, to Confidential Information.

11. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, regarding the subject matter hereof.

12. **Miscellaneous.** No joint venture, partnership or agency relationship exists between the Clifford Thompson, the Company or any third-party as a result of this Agreement. This Agreement will inure to the benefit of and be binding on the respective successors and permitted assigns of the parties. Neither Party may assign its rights or delegate its duties under this Agreement without the other Party’s prior written consent. In the event that any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable parts had not been included in this Agreement. Neither Party will be charged with any waiver of any provision of this Agreement, unless such waiver is evidenced by a writing signed by the Party and any such waiver will be limited to the terms of such writing.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

CLIFFORD THOMPSON

 [Name of Clifford Thompson]

By: _____

COMPANY

American Indian Model Schools

By: _____

Name: _____

Title: _____



171 12th Street, Oakland, CA 94607
 Phone: (510) 893-8701 Fax: (510) 893-0345

Board Non-Disclosure and Confidentiality Agreement

This Board Non-Disclosure and Confidentiality Agreement (this “Agreement”) is entered into as of the 1st day of August, 2019 (the “Effective Date”) by and between American Indian Model Schools a Non-Profit organization (the “Company”), and Steven Leung, a Board member of the Company (the “Steven Leung”). The above parties may be referred to singularly as a “Party” or collectively as the “Parties”.

The Company approved Steven Leung as Board Member [Steven Leung’s title] pursuant to the terms and conditions of that certain bylaws executed between the Parties on the 1st day of August 2019 (the “By Laws”). In connection with the Steven Leung’s duties under the By Laws, the Company may disclose to the Steven Leung certain confidential and proprietary information unique and valuable to its ongoing business operations. In consideration of the Steven Leung’s position held and the covenants and mutual promises contained herein, the Parties agree as follows:

1. **Confidential Information.** The term “Confidential Information” as used in this Agreement shall mean any data, information, or knowledge disclosed by the Company to the Steven Leung and not generally known to the public, including but not limited to:

- a. The Company’s business or operational plans or activities, existing or contemplated markets, advertising initiatives, methods of operation, products, or services;
- b. The Company’s suppliers or logistics data;
- c. The Company’s customer or supplier lists, cost of goods or services, profits and losses, budgeting, past or future sales, or financial information;
- d. The Company’s schematics, designs, software source or object code, compressed or uncompressed binaries, inventions, patents or patent applications or illustrations;
- e. The Company’s existing or contemplated designs, models or platforms, formulas, research, notes, or analytical data;
- f. The Company’s management, board of directors, affiliates, suppliers, customers, employees , or third-party contractors;
- g. The Company’s history, entity structure, accounts, or goodwill; the Company’s copyrights, trademarks, trade secrets, patents, trade names, moral rights, or any other tangible or intangible rights, whether registered or unregistered;
- h. The Company’s technical systems, processes, methods, algorithms, computational schemas, know-how, or trade secrets;
- i. The Company’s employee salaries, job related functions, duties or responsibilities; the Company’s written, auditory or electronic communications;
- j. Any information that if disclosed, whether true or untrue, could harm the goodwill or reputation of the Company or the Company’s management, board of directors, affiliates,

suppliers, customers, employees, third-party contractors, methods of operation, products, or services; or

- k. Any other information of any of whatever kind and nature that the Company desires to maintain confidential.

2. Exclusions to Confidential Information. The obligation of confidentiality with respect to Confidential Information will not apply to any information:

- a. If the information is or becomes publicly known and available other than as a result of prior unauthorized disclosure by Steven Leung;
- b. If the information is or was received by the Steven Leung from a third-party source which, to the best knowledge of Steven Leung, is or was not under a confidentiality obligation to the Company with regard to such information;
- c. If the information is disclosed by Steven Leung with the Company's prior written permission and approval;
- d. If the information is independently developed by the Steven Leung prior to disclosure by the Company and without the use and benefit of any of the Company's Confidential Information; or
- e. If Steven Leung is legally compelled by applicable law, by any court, governmental agency, or regulatory authority or subpoena or discovery request in pending litigation, but only if, to the extent lawful, the Steven Leung gives prompt written notice of that fact to the Company prior to disclosure so that the Company may request a protective order or other remedy, Steven Leung may disclose only such portion of the Confidential Information which it is legally obligated to disclose.

3. Obligation to Maintain Confidentiality. With respect to Confidential Information:

- a. Steven Leung agrees to retain the Confidential Information in strict confidence, to protect the security, integrity, and confidentiality of such information and to not permit unauthorized access to or unauthorized use, disclosure, publication, or dissemination of Confidential Information except in conformity with this Agreement.
- b. Confidential Information is and will remain the sole and exclusive property of the Company and will not be disclosed or revealed by the Steven Leung, except (i) to other board members or employee of the Company who have a need to know such information and agree to be bound by the terms of this Agreement or (ii) with the Company's express prior written consent.
- c. Steven Leung agrees that, in the event Steven Leung must download, access, process, transfer or otherwise communicate Confidential Information, Steven Leung will comply with all laws and regulations applicable to exports and re-exports of data and information and will not, directly or indirectly, export or re-export any Confidential Information in violation of such laws and regulations, including without limitation, those prohibiting export or re-export to restricted countries or without governmental authorization.
- d. Steven Leung agrees that Confidential Information are intended for civil purposes only and will not, directly or indirectly, download, access, process, transfer or otherwise communicate Confidential Information or any part thereof to military, paramilitary or civil entities, "institutes," "academies" nor any country subject to United States, United Nations or Organizations for Security and Co-Operation in Europe sanctions for any military or violent purpose, such as use in nuclear, biological or chemical weapons.
- e. Upon termination of this Agreement or at the request of the Company, the Steven Leung will ensure that all Confidential Information and all documents, memoranda, notes and other

writings or electronic records prepared by Steven Leung that include or reflect any Confidential Information in Steven Leung's actual or constructive possession are returned to the Company within 48 hours.

- f. [The obligation not to disclose Confidential Information shall survive the termination of this Agreement, and at no time will the Steven Leung be permitted to disclose Confidential Information, except to the extent that such Confidential Information is excluded from the obligations of confidentiality under this Agreement pursuant to Paragraph 2 above.] [The obligation not to disclose Confidential Information shall remain in effect until two years following the Steven Leung's termination of employment by the Company, except to the extent that such Confidential Information is excluded from the obligations of confidentiality under this Agreement pursuant to Paragraph 2 above.]

4. **Disclaimer.** There is no representation or warranty, express or implied, made by the Company as to the accuracy or completeness of any of its Confidential Information.

5. **Remedies.** Steven Leung acknowledges that use or disclosure of any confidential and proprietary information in a manner inconsistent with this Agreement will give rise to irreparable injury for which damages would not be an adequate remedy. Accordingly, in addition to any other legal remedies which may be available at law or in equity, the Company shall be entitled to equitable or injunctive relief against the unauthorized use or disclosure of confidential and proprietary information. The Company shall be entitled to pursue any other legally permissible remedy available as a result of such breach, including but not limited to damages, both direct and consequential. In any action brought by the Company under this Section, the Company shall be entitled to recover its attorney's fees and costs from Steven Leung.

6. **Notices.** All notices given under this Agreement must be in writing. A notice is effective upon receipt and shall be sent via one of the following methods: delivery in person, overnight courier service, certified or registered mail, postage prepaid, return receipt requested, addressed to the Party to be notified at the below address or by facsimile at the below facsimile number or in the case of either Party, to such other party, address or facsimile number as such Party may designate upon reasonable notice to the other Party.

American Indian Model Schools
Human Resources
171 12st Street
Oakland, CA 94607
510-893-8701
510-893-0345

[Steven Leung]
[Street Address]
[City, State, Zip Code]
[Telephone Number]
[Facsimile Number]

7. **Termination.** This Agreement will terminate on the earlier of: (a) the written agreement of the Parties to terminate this Agreement; (b) the cessation of Steven Leung's service time; or (c) 2 years from the date hereof.

8. **Amendment.** This Agreement may be amended or modified only by a written agreement signed by both of the Parties.

9. **Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to the principles of conflict of laws. Any dispute arising from this Agreement shall be resolved [in the courts of the State of CA/through binding arbitration conducted in accordance with the rules of the American Arbitration Association/through mediation].

10. **No Offer or Sale.** Nothing in this Agreement will be deemed a sale or offer for sale of Confidential Information nor obligate the Company to grant Steven Leung a license or any rights, by statute, common law theory of estoppel or otherwise, to Confidential Information.

11. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, regarding the subject matter hereof.

12. **Miscellaneous.** No joint venture, partnership or agency relationship exists between the Steven Leung, the Company or any third-party as a result of this Agreement. This Agreement will inure to the benefit of and be binding on the respective successors and permitted assigns of the parties. Neither Party may assign its rights or delegate its duties under this Agreement without the other Party’s prior written consent. In the event that any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable parts had not been included in this Agreement. Neither Party will be charged with any waiver of any provision of this Agreement, unless such waiver is evidenced by a writing signed by the Party and any such waiver will be limited to the terms of such writing.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

STEVEN LEUNG

 [Name of Steven Leung]

By: _____

COMPANY
American Indian Model Schools

By: _____

Name: _____

Title: _____