

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 OR 15(d) of The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): **January 31, 2021**

Amesite Inc.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction
of incorporation)

001-39553

(Commission
File Number)

82-3431717

(IRS Employer
Identification No.)

**607 Shelby Street
Suite 700 PMB 214
Detroit, MI**

(Address of principal executive offices)

48226

(Zip Code)

Registrant's telephone number, including area code: **(734) 876-8130**

N/A

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value \$0.0001	AMST	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Effective February 22, 2021, the board of directors of Amesite Inc. (the "Company") appointed Matthew Kern as Chief Financial Officer of the Company.

In connection with Mr. Kern's appointment as Chief Financial Officer, the Company entered into an Employment Letter with Mr. Kern (the "Kern Employment Letter"), pursuant to which he will receive a base salary at the annual rate of \$152,000, payable in accordance with the Company's standard payroll policies, and stock options to purchase up to 30,000 shares of common stock under the Company's 2018 Equity Incentive Plan, which vests as follows: 50% of the options shall vest on the one year anniversary of the grant; and (ii) the remaining 50% of the options shall vest and become exercisable in twelve (12) successive equal monthly installments thereafter. Mr. Kern will all be eligible to receive a \$40,000 performance-based bonus, as awarded in the sole discretion of the Company's board of directors.

Set forth below is the biographical information of Mr. Kern, age 36, as required by Item 401 of Regulation S-K:

Prior to joining the Company, from April 2012 to February 2021, Mr. Kern was associated with Blackbaud, a cloud software company, where he was most recently the Director of Financial Planning and Analysis. Mr. Kern earned his B.S. in Financial Management from Clemson University and his Master's Degree in Business Administration from Indiana University - Kelley School of Business.

The foregoing description of the Kern Employment Letter is qualified in its entirety by reference to the text of such agreement, which is filed as Exhibit 10.1 to this Current Report on Form 8-K and incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
10.1	Kern Employment Letter, dated January 31, 2021

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: February 4, 2021

AMESITE INC.

By: /s/ Ann Marie Sastry, Ph.D.
Ann Marie Sastry, Ph.D.
Chief Executive Officer



January 31, 2021

Dear Matt,

We are pleased to extend you an offer of full-time employment with **Amesite Inc.** (the “Company”) as **Chief Financial Officer**. We are excited about your interest in us and are confident that you will be an important addition to our team. This offer of employment is in accordance with, and subject to, the terms and conditions set forth in this offer letter (“Letter”) and the Company’s policies and procedures.

Position and Responsibilities

Your position title will be **Chief Financial Officer**, reporting directly to the Chief Executive Officer. The Company reserves the right to modify your job duties and reporting responsibilities, as the company’s needs evolve.

This is a full-time, exempt position. Your start date will be **February 22, 2021**, subject to the terms of this Letter.

Compensation

Your starting base annual salary will be **\$152,000**, less applicable deductions, payable in installments in accordance with the Company’s regular payroll practices.

Additionally, subject to approval by the Company’s board of directors, you will receive options (the “Options”) to purchase up to 30,000 shares of the Company’s common stock under the Company’s 2018 Equity Incentive Plan. Such options shall vest fifty percent (50%) upon the one-year anniversary of the vesting measurement date (VDM); and the remaining fifty percent (50%) of the Options shall vest and become exercisable in twelve (12) successive equal monthly installments thereafter.

Bonus

You shall be eligible to receive \$40,000 performance-based and other bonuses, as awarded in the sole discretion of the Company’s board of directors. The Company shall make best efforts to finalize performance metrics/milestones and targets within thirty (30) days of the date hereof with regard to your eligibility for performance-based bonuses.

Benefits

As a full-time employee, you may be eligible to participate in our comprehensive package of Company benefits in accordance with applicable Company policies then in effect. This package includes, among other benefits, health insurance and benefits provided by our human resources platform. Please note that the Company reserves the right to alter, amend, or terminate any and all of its benefit programs at any time, without prior notice to you. Additional information about the Company’s benefits will be provided to you under separate cover.

Paid Time-Off/Vacation Policy

As a full-time employee, you shall be eligible to receive paid time-off/vacation leave in accordance with the Company’s policies. The Company agrees to make best efforts to accommodate your reasonable requests based on business needs and coverage.

Contractual Impediments

This offer is contingent upon there being no contractual impediments or obligations which would restrict your acceptance of this offer. In addition, this offer is made with the understanding that you will not bring with you to the Company confidential or proprietary information belonging to any of your previous employers and that you will refrain from disclosing to us, or using while employed by us, any such confidential or proprietary information. Furthermore, you are expected to comply with any non-disclosure, non-compete, non-solicitation and other provisions of agreements with your previous employers. You must sign and abide by a confidentiality and proprietary information agreement without modification at the start of your employment. You must also agree to our arbitration agreement [Exhibit A] and termination certificate [Exhibit B].

Termination

1. **Termination by the Company.** Subject to the obligations of the Company set forth herein, the Company may terminate your employment at any time and for any reason (or no reason), and with or without Cause, and without prejudice to any other right or remedy to which the Company or you may be entitled at law or in equity or under this Agreement. Notwithstanding the foregoing, in the event the Company desires to terminate your employment without Cause, the Company shall give you not less than sixty (60) days advance written notice. Your employment shall terminate automatically in the event of your death.
2. **Termination by You.** You may voluntarily terminate your employment upon sixty (60) days’ prior written notice for any reason or no reason. You may terminate the engagement for Good Reason without notice. “Good Reason” shall mean without your express written consent any of the following: (i) a significant reduction of your duties, position or responsibilities relative to your duties, position or responsibilities as measured either immediately prior to such reduction or taking into consideration any overall reduction occurring during any period of twelve (12) consecutive calendar months, or the your removal from such position, duties or responsibilities; (ii) a material change in your upward reporting responsibilities; (iii) a reduction of your compensation as in effect immediately prior to such reduction; (iv) your relocation or other change that causes you to be unable to work during regular business hours of Amesite Inc; (v) a material breach by the Company of this Agreement or any other agreement with you that is not corrected within fifteen (15) days after written notice from you (or such earlier date that the Company has notice of such material breach).

3. **Termination for Death or Disability.** Subject to the obligations of the Company set forth herein, your engagement shall terminate automatically upon your death. Subject to the obligations of the Company set forth herein, in the event you are unable to perform your duties as a result of a disability, the Company shall have the right to terminate your employment by providing written notice of the effective date of such termination.
4. **Termination by the Company for Cause.** Notwithstanding the forgoing, your employment hereunder may be terminated by the Company for Cause (hereinafter defined). Upon and following any such termination for Cause, all compensation and benefits payable to you hereunder shall terminate and the Company shall have no further liability to you. "Cause" means any of the following: (i) the commission of an act of fraud, embezzlement or material dishonesty which is intended to result in your substantial personal enrichment in connection with your employment with the Company; (ii) your conviction of, or plea of *nolo contendere*, to a crime constituting a felony (other than traffic-related offenses); (iii) your willful misconduct that is materially injurious to the Company; or (iv) your (1) material failure to perform your duties as an officer of the Company, and (2) failure to "cure" any such failure within thirty (30) days after receipt of written notice from the Company delineating the specific acts that constituted such material failure and the specific actions necessary, if any, to "cure" such failure.

Acceptance of Offer

This offer shall expire within five (5) calendar days of the date of this Letter, unless the Company receives a signed original of this Letter within that period. This offer is conditioned upon your: (1) returning a copy of your signed application; (2) completing and returning the enclosed Form W- 4; (3) satisfactory completion of your Form I-9; and (4) completing and returning a Background Release Form. This offer is further contingent upon the results of the background check being satisfactory to the Company in its sole and absolute discretion. Upon acceptance of this offer you shall be provided with an employee handbook.

I am delighted to make this offer of employment to you. Should you have any questions, please do not hesitate to ask.

Yours sincerely,

/s/ Ann Marie Sastry

Ann Marie Sastry CEO

Employment under the terms offered herein is accepted.

SIGNATURE: /s/ Matt Kern

DATE: 2/1/2021