



# MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered between Myth Partners Inc. (Myth) and Reach Cyber Charter School the charter school receiving services "Charter"). Service Provider and Charter may be collectively referred to as the "Parties" or individually as a "Party," This MOU shall be effective as of the date of the last-executed signature below.

## 1. Background

The provisions of this document will be part of a future agreement between the parties. These terms in this Document are not comprehensive, and it is possible that additional terms may be added, or existing terms may be modified or deleted. Basic terms include the following:

## 2. Objectives and goals

As part of this agreement, programs will be conducted virtually, from approximately mid to late April (four one-hour sessions). This program will be available to middle school school students (as defined by Charter), on a tiered scale based on student enrollment, with enrollment numbers and programmatic fees finalized three days before programming begins, according to the tiered scale found in Section 4, Payment for Services, Subsection 4, Payment for Services .

Services will be rendered by author Kristen Angelucci, with facilitation and presentation support from her business partner Matt Goold, via their company Myth, a creative explorations and branding institution. Angelucci, wrote the LA Times-bestselling memoir *The Reading Promise: My Father and the Books We Shared* under her middle names, Alice Ozma. She has been featured in/on *The New York Times*, *The Washington Post*, *The Today Show*, *The CBS Evening News*, *Good Morning America* and more. She has held positions in marketing, branding, copywriting and more for Scholastic Book Fairs, Philadelphia-area non-profits, and most recently P'unk Avenue, where she served as Executive Director of Story and Community. Goold, primarily a visual artist, also held a leadership position at P'unk Avenue before Myth, most recently as the Chief Creative Officer, but wearing many hats over his eight years there, including Creative Director. Goold's career spans many creative endeavors, including as a featured artist in several

prominent Philadelphia-area galleries. Together, Angelucci and Goold founded Myth to allow for the wide range of their creative interests. Their clients have included recording artists, higher education, WHY?Y, performance ensembles, a film production company, nonprofits and more.

Angelucci will combine her experience as a bestselling author with her experience working for Scholastic to give students a crash course introduction to the world of publishing, with a special emphasis on her own takeaways of what's continued to feel relevant to her experience a decade after publishing her book.

The parties will agree upon the workshop dates and the duration of the workshop will not be more than four sessions, 60 minutes per session. Programming shall cease no later than June 1st 2024. Under a renewed agreement, workshops can be continued in future terms, additional students may be added and/or additional hours may be allocated for individual assignment or portfolio review/coaching sessions.

## **Myth Author Experience Learning Outcomes & Assessment Plan**

The purpose of this program is to give students clarity on the publishing industry, with a specific focus on creating their own work as authors.

Students who participate in this program will be able to:

- Understand and articulate the roles and responsibilities of key players in the publishing process, including agents, editors and publicists.
- Assess their own appetites for self-promotion related to the work of publishing a book, including blogging/vlogging, maintaining social media presences, etc.
- Speak to the major publishing categories and which of those are of most interest to them.
- Understand all of the ways an author's work is monetized, including speaking events and film rights.
- Decide if author, specifically, is the part of the publishing process that most interests them.
- Determine the writing process which will best support their publishing goals, and establish creative routines.

For the reasons mentioned hereinafter, the said parties are herewith agreeing to the following:

- The Charter has engaged Myth as its "Service Provider,"

- In Section 2, the major duties and responsibilities of the programmatic group are outlined. Section 1 describes the Charter's responsibilities.
- Myth is an independent contractor and not an employee of the Charter,
- The Charter and Myth recognize that this is not an exclusive agreement for services, and that either party may enter into additional agreements for similar services if needed.
- Neither party may assign this agreement to a third party.
- The Charter agrees to indemnify and hold Myth harmless from and against all claims, damages, losses and expenses (including, but not limited to, attorney fees) arising out of the performance of this agreement.
- This agreement will be governed by and interpreted under the laws of Pennsylvania.

### 3. Roles and responsibilities

#### **Section 1: Responsibilities of the Charter - Reach Cyber Charter School**

##### **Reach Cyber Charter School will:**

- Be ultimately responsible for the training program, including all liability and financial responsibilities.
- Designate a primary representative to serve as the primary point of contact for the administration of this agreement.
- Provide all necessary information to Myth for a successful and complete implementation of the program during the time specified.
- Students will be provided with an evaluation of the program once it has been completed. Parties will receive the evaluation results.
- All education programs offered under these terms and/or using the program name must receive the prior approval of Myth.
- Myth must approve all marketing of the program.
- Assuring an appropriate and safe environment for implementation of the Myth program.

#### **Section 2: Responsibilities of Myth**

##### **Myth will:**

- Coordination and instruction of programming will be provided as outlined in this agreement during the agreed upon timeframe.
- In the event that any classes need to be rescheduled because of unforeseen circumstances, the Charter will be notified in advance.

- Program goals and objectives will be met as agreed by the Charter, and will adhere to program guidelines that will be outlined and provided by Myth.
- Any problems encountered during the program implementation should be brought to the Parties attention.
- Myth owns the materials produced to meet the conditions of this agreement and/or for use in programs offered under this agreement.

## 4. Payment for Services

Programming offered under this agreement will be financially supported via payment of a programming fee on a tiered scale based upon student enrollment numbers as of close of business 3 days before programming begins (at which point enrollment shall officially close).

For 10 students or fewer, programming fee will be \$10,000.

For 10 to 15 students, programming fee will be \$13,000.

For 15 to 20 students, programming fee will be \$15,000.

Pricing for over 20 students available upon request.

- Programming fee is inclusive of:
  - Four 60-minute interactive sessions for registered students
- The payment will be distributed to Myth in the form of two (2) total payments.
- The total number of students for invoicing purposes will be finalized by close of business 3 days before the start of programming, at which point enrollment shall officially close.
- Myth shall invoice Reach Cyber Charter School upon confirmation of total number of students for 50% of the fee based on the tiered scale above. Upon completion of programming, Myth shall invoice for the remaining 50% of the total program fee. Reach Cyber Charter School shall pay invoices within 30 days of billing.
- Charter's failure to pay a submitted invoice may be considered a breach of contract and grounds for termination pursuant to Section 5 of this MOU.

## 5. Termination

In order to terminate this MOU, either the Charter or Service Provider must provide the other party with thirty days (30) written notice, except that Service Provider may terminate this MOU by providing Charter with written notice that it is unable or unwilling to provide the requested services pursuant to Section 3 of this MOU.

## 6. Duration of the MOU

This is a non-binding Memorandum of Understanding (MOU) by Reach Cyber Charter School and Myth Partners Inc. (Myth).

The duration of the program will be determined by both parties not to exceed eight workshops.

## 7. Non-Binding

The Sponsor is not bound by this Document and it cannot be enforced. The future agreement, duly executed by the Sponsor, will be enforceable. This agreement shall be superseded by the terms and conditions of the future agreement. With regard to the subject matter of this Document, the Parties are not prohibited from engaging in negotiations with other third parties.

## 8. Dispute resolution

The parties can give each other a written notice in the event of a dispute or difference arising out of or in connection with this MOU within 30 business days of receiving the notice, senior executives of each of the parties shall meet and negotiate in good faith and without prejudice in order to resolve the dispute or difference.

## 9. Variation

Any of the requirements of this MOU may be modified by both parties. A written agreement must be signed by both parties.

## 10. Advertising and announcements

Unless required by law, an announcement, circular or other public disclosure including promotional materials such as newsletters, brochures, flyers or annual reports, referring to the contents or subject matter of this MOU, must not be made or permitted by a party without the prior written approval of the other party.

## 11. Confidentiality

The parties acknowledge that information disclosed by one party to the other (the disclosing party) in the course of the subject matter of this MOU may be confidential and unless required by law must not be disclosed to a third party except with the prior written consent of the disclosing party.

This Document accurately reflects the understanding between the parties, signed on:

***Kristen Angelucci***

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Signature

2.7.24

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Date

**Myth**

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Signature

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Date

**Reach Cyber Charter School**