

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered between Matthew Hartman (First Party) 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 the first week of March 2024 to the fourth week of March 2024. This program will be available to middle school students (grades 7 and 8), 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 3, Roles and Responsibilities, Subsection 4, Payment for Services .

Matt taught for 15 years before venturing out as an entrepreneur. His Computer Science certification included a Business and Technology focus and eventually he added his Masters of Education. Matt's last four years in the classroom were at The Grayson School for gifted learners. Teachers were encouraged to think audaciously while also meeting students where they were. In that balance, Invest in Your Future was born.

The program has since been updated and modified to fit an online classroom structure. The course started when Matt was asked to design his dream course in so much as it connects to what students most need today and his subject. Building skills are vital to a young person's growth, but sometimes they are taught in a vacuum. How they are integrated with each other and to multiple subjects and industries and student's strengths is where the most fascinating and foundational ideas are found.

Using emerging technologies from today students need to create a company that takes place 20 years in the future. They will pitch their business to a group of investors and showcase the website they designed to represent their ideas.

Instead of presenting their final analysis and efforts to a singular teacher students have the opportunity to be evaluated by their peers and a small group of adults with wide ranging experience, interests, and skills. Circumventing the "worksheet to wastebasket" paradigm, this program provides authentic feedback and incentives to help the students REACH their potential.

The parties will agree upon the workshop dates and the duration of the workshop will not be more than eight sessions, 90 minutes per session, in addition to the total number of individual assignment or portfolio review/coaching sessions included in the contract, which shall be optional to students and offered as an opportunity to get more direct support for those who wish to receive it. Programming, including feedback and coaching sessions, shall cease no later than March 25th 2024. Under a renewed agreement, workshops can be continued in fall of 2024, additional students may be added and/or additional hours may be allocated for individual assignment or portfolio review/coaching sessions.

“Invest in your Future” Learning Outcomes & Assessment Plan

The purpose of this program is to increase middle school students’ ability to think like an entrepreneur, a computer scientist, and a designer. That is to consider the 30,000 foot view, the daily operations and everything in between. Considering these different perspectives will greatly impact the paths open to them upon graduation and how to navigate these various steps.

Students who participate in this program will be able to:

Design a website, craft a business plan, and pitch it to investors. Each student will present their business idea to a small group of investors with varying amounts of tokens. Their company will be represented by a website with a logo and a slogan.

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

- The Charter has engaged Matt Hartman 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.
- Matt Hartman is an independent contractor and not an employee of the Charter,
- The Charter and Matt Hartman 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 Matt Hartman 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 Matt Hartman 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 Matt Hartman.
- Matt Hartman must approve all marketing of the program.
- Assuring an appropriate and safe environment for implementation of the Investing program.

Section 2: Responsibilities of Matt Hartman

Matt 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 Matt.
- Any problems encountered during the program implementation should be brought to the Parties attention.
- Matt 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 \$9,000, a fee inclusive of up to 25 hours of (non-mandatory) individual assignment and portfolio review and/or coaching sessions for interested students.

For 10 to 20 students, programming fee will be \$11,600, a fee inclusive of up to 30 hours of (non-mandatory) individual assignment and portfolio review and/or coaching sessions for interested students.

For 20 to 25 students, programming fee will be \$14,200, a fee inclusive of up to 35 hours of (non-mandatory) individual assignment and portfolio review and/or coaching sessions for interested students.

For 25 to 30 students, programming fee will be \$16,800, a fee inclusive of up to 40 hours of (non-mandatory) individual assignment and portfolio review and/or coaching sessions for interested students.

For 30 to 35 students, programming fee will be \$19,400, a fee inclusive of up to 45 hours of (non-mandatory) individual assignment and portfolio review and/or coaching sessions for interested students.

For 35 to 40 students, programming fee will be \$22,000, a fee inclusive of up to 50 hours of (non-mandatory) individual assignment and portfolio review and/or coaching sessions for interested students.

If program interest exceeds 40 students, additional contract options may be discussed.

- Programming fee is inclusive of:

- Eight 90-minute workshop sessions for registered students.
- Optional individual assignment and portfolio review and/or coaching sessions for interested students, according to the tiered scale above.

Each week, Matt Hartman will offer students one optional assignment as an opportunity to further explore the subjects covered in workshop sessions. For those who choose to complete the assignment and seek feedback from Matt, Matt will provide written or verbal feedback and/or coaching with students individually, working within the bank of hours provided in the contract. Should student interest in feedback on optional assignments, or general coaching, exceed the hours allotted by the contract, Matt will discuss possibilities for adding additional feedback and coaching hours with Reach Cyber Charter School.

- The payment will be distributed to Matt Hartman in the form of one (1) payment.
- The total number of students must be by close of business 3 days before the start of programming, at which point enrollment shall officially close.
- Matt shall invoice Reach Cyber Charter School upon confirmation of total number of students, according to the tiered scale above. Reach Cyber Charter School shall have 10 days to complete this payment.
- 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 Matt Hartman.

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:

Signature

Date
Matt Hartman

Signature

Date
Reach Cyber Charter School