

**360 West/ABPG
And
Denton Independent School District**

This Memorandum of Understanding (“MOU” or Agreement) is made and entered into this 14th day of February 2023, by and between Five Legged Stool, LLC (referred to herein as “360 West/ABPG”) and Denton Independent School District, a political subdivision of the state of Texas and a legally constituted independent school district (“DISD”). Five Legged Stool (FLS) and DISD may be referred to individually as the “Party” or collectively as the “Parties.”

1. Purpose

FLS is a regional media company that publishes 30+ niche publications and websites including *Arkansas Next: A Guide to Life After High School*, *Arkansas Next PROS* and *Arkansas Next: Money* (which may be referred to collectively as *Arkansas Next* or the *Next* suite of products.) *Arkansas Next* provides resources and content creation to local schools to assist educators with college preparation, workforce readiness and financial literacy. FLS intends to publish a similar product for the North Texas region. The purpose of this MOU is to outline conditions, responsibilities, and services to be provided by the Parties to each other.

2. Overview

Arkansas Business Publishing Group (“ABPG”) began publishing *Arkansas Next: A Guide to Life After High School* in 1998. In partnership with the Arkansas Department of Education, *Next* is distributed to 8th, 11th and 12th grade public school students in all 75 counties in Arkansas free of charge. Educators have incorporated *Next* into their career exploration curriculum at no cost to the public school districts. The magazines serve as critical tools in illustrating opportunities in the highest demand career fields and the path students can take to attain the skills needed to pursue these careers. At the request of educators and in light of workforce shortages in the skilled trades (manufacturing, transportation, utilities, construction and agriculture) ABPG launched *Arkansas Next PROS* in 2018. Additionally, *Arkansas Next: Money* was launched in 2021 to serve as a much-needed financial literacy guide for teenagers and incorporated into the curriculum for required financial literacy courses.

ABPG also produced a similar workforce magazine for the State of Mississippi entitled *MSWorks*, and is in conversation with partners in several other states to produce similar projects for students.

360 West was founded in 2009 in Fort Worth by Jerry Scott. In 2021, Mitch Bettis, president and owner of FLS, purchased the assets of 360 West Media and continued its North Texas publications. 360 West’s flagship publication is *360 West Magazine*, a lifestyle magazine that gives readers west of Highway 360 a full-circle view of where they live. Additionally, 360 West publishes “zone” publications including the *76107* and *76092* magazines.

By combining the collective experience, industry knowledge and best practices of these two organizations, FLS is able to scale its most successful and effective business models to other regions of the country. The product that has made the most significant positive impact on our community is *Next*. FLS will launch “*North Texas Next: A Guide to Life After High School (working title)*” in September 2023.

3. Five-Legged Stool Responsibilities

FLS agrees to provide curriculum and educational resources deemed appropriate by DISD at no cost to DISD. FLS agrees to the services as referenced herein.

- Provide about 6,000 copies of the new “*North Texas Next: A Guide to Life After High School (working title)*” publication to DISD at no cost to DISD for distribution to 8th, 11th and 12th grade students. FLS will raise funds to pay for creation and distribution from education advocates community-wide.
- Ship/distribute copies directly to schools, with the exact number of copies needed to provide one copy each to every 8th, 11th or 12th grade student at each school at no cost to the district or the student. The publication is produced and distributed annually by FLS and DISD.
- Provide hard copies of, and digital access to, Classroom Activity Guides specific to each annual edition to assist educators with engaging students in the publication content throughout the school year.
- Share/provide usage rights — at no cost — to all editorial assets used to create the printed publication (photography, infographics, data, profile stories) for usage online, on social media, and for additional printed materials (posters, etc.) or curriculum.
- Incorporate DISD-specific programs and resources as applicable into the editorial content to further engage students with these assets.
- Conduct outreach to district leaders, campus administrators, CTE leaders and teachers to gain insight in additional content needed by educators in the classroom to supplement their college preparation, workforce readiness and financial literacy curriculum.
- Share feedback and data from previous year’s publications.

4. DISD Responsibilities

- Promote publication awareness and distribution within DISD through appropriate listservs before, during and after distribution.
- Provide FLS with school enrollment information (student totals at specified grade level) for the trailing academic year with school addresses and contact information at each campus for shipments.
- Ensure publication is distributed according to plan throughout the DISD to appropriate grade levels.
- Collaborate and coordinate with FLS staff to ensure the greatest impact and experience for all participating DISD students.
- Share information with FLS as appropriate.
- Coordinate focus groups for content creation upon request by FLS.
- Coordinate discussions with district and FLS managers to assess positives and negatives of the products.

5. Mutual Agreement

FLS and DISD agree to provide the above services detailed within this MOU. Both parties agree, in the coordination of these service activities, to abide by federal and state guidelines regarding equal opportunity, drug-free workplace, and financial reporting.

6. Period of Performance/Termination

This MOU shall commence on the 14th day of February 2023 and shall remain in effect for a period of three (3) years. This MOU may be extended for an additional one (1) year term upon mutual written agreement of both Parties.

7. Miscellaneous Terms

- 7.1 Nothing in this Agreement shall constitute a partnership or joint venture between the Parties or authorize either party to incur any liability on behalf of the other.
- 7.2 Neither FLS or DISD shall use the other Party's name, trademarks or other logos, or the names of any individuals involved in the Agreement in any way that would be inconsistent with this agreement.
- 7.3 No alteration, cancellation, variation or addition to this Agreement shall be of any force or effect unless reduced to writing as an addendum to this Agreement and signed by the Parties or their authorized signatories.
- 7.4 This document contains the entire agreement between the Parties, and neither party shall be bound by any undertaking, representation or warranty not recorded herein or added hereto without consent of the Parties.
- 7.5 None of the provisions of this Agreement shall be considered waived by any Party unless such waiver is given in writing to the other Party. The failure of a Party to insist upon strict performance of any of the terms and conditions hereof, or failure to delay exercising any rights provided herein or by law, shall not be deemed a waiver of any rights of any Party.
- 7.6 The headings appearing in this Agreement have been used for reference purposes only and shall not affect the interpretation of this Agreement.
- 7.7 If any clause or term of this agreement should be invalid, unenforceable, or illegal, then the remaining terms and provisions of this Agreement shall be deemed to be severable therefrom and shall continue in full force and effect.
- 7.8 Neither party shall assign, cede, or otherwise transfer any of its rights and obligations in terms of this agreement without prior written consent of the other Party.
- 7.9 By signing below, each Party represents that they are authorized to execute this Agreement and that each Party is bound to all terms of the Agreement.
- 7.10 This Agreement shall only become effective and legally binding once it has been signed by the Parties.
- 7.11 No Party shall have the right to commit the other Party to any contractual, legal or financial liability, unless said Party has received the prior agreement from the Party in writing.
- 7.12 The Parties understand and agree that nothing herein shall be interpreted as establishing any form of exclusive relationship between the Parties. The Parties further understand and agree that nothing herein shall be interpreted as precluding either Party from entering into agreements similar to this Agreement with third parties or from conducting educational, research or other activities that may involve the same or similar subject matter as this Agreement, the conduct of which is outside and independent of this Agreement.
- 7.13 The Parties agree that no individual shall be excluded from participating in, or denied the benefits of this Agreement because of sex, race, creed, religion, color, national origin,

age, honorably discharged veteran or military status, sexual orientation, including gender expression or identity, the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a person with a disability. The Parties agree to abide by the standards of responsibility toward the disabled as specified by the American Disabilities Act. If either Party refuses to comply with this provision, this Agreement may be canceled, terminated, or suspended in whole or in part by the other Party.

- 7.14 Each Party shall maintain at its sole expense adequate insurance or self-insurance to satisfy its obligations under this Agreement.
- 7.15 Any dispute arising under this Agreement shall be resolved in accordance with the laws of the State of Texas. Venue shall be in Tarrant County, Texas.
- 7.16 The terms of this Agreement may be modified only upon a prior written amendment agreement executed by all Parties to this Agreement.
- 7.17 The Parties shall endeavor in good faith to negotiate definitive long form agreement(s) (the "Definitive Agreements") with respect to the subject matter hereof which will supersede this MOU and will reflect the terms and conditions set out herein, together with such other standard terms as reasonably required to implement the transactions contemplated by this MOU. Unless and until such Definitive Agreements are negotiated and executed (or if the Definitive Agreements are not executed), the MOU will continue to be binding upon the Parties in accordance with its terms.

The Parties have caused this Agreement to be executed by their duly authorized representatives. By signing this Agreement, DISD and FLS signify that each Party understands and will comply with the conditions stated above.

Mitch Bettis, President and Owner
Five Legged Stool, LLC

Date: _____

Signature for Denton Independent School District

Date: _____

Board Signature for Denton Independent School District

Date: _____