

DONATION AGREEMENT

This Donation Agreement (this "Agreement") is made and entered into this ____ day of _____ 2025 (the "Effective Date"), by and among the Wauwatosa School District ("District"), and NARI Milwaukee Foundation Inc. ("Donor") (collectively, the "parties", or individually, a "party").

WHEREAS, Donor desires to act as fiscal agent for monetary gifts designated toward the District's Math for the Trades course and/or Construction course; and

WHEREAS, the District wishes to accept donations made through Donor and formally acknowledge Donor for its role in facilitating such donations, subject to the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District and Donor agree as follows:

1. **Endowment.** Donor shall act as the fiscal agent for donations submitted to Donor that are specifically designated by the donating individuals and organizations toward the District's Math for the Trades course and/or Construction course. Neither Donor, nor NARI Milwaukee, Inc., will be responsible for soliciting or securing such donations. Donor hereby agrees to contribute to the Education Foundation of Wauwatosa ("EFW") an amount equal to the donations it has received toward the District's Math for the Trades course and/or Construction course on or before the 31st of January each school year of this Agreement beginning January 31, 2026, the total of which for the entire Term of this Agreement shall be referred to as the "Gift." Donations shall be made by Donor to the EFW at the mailing address set forth in Section 12 of this Agreement.
2. **Use of Gift.** Subject to the terms of this Agreement, and provided the annual donations from Donor described under Section 1 of this Agreement are not less than Twenty Thousand Dollars and Zero Cents (\$20,000.00), for a total Gift of not less than Sixty Thousand Dollars and Zero Cents (\$60,000.00), the District agrees to the following:
 - (a) The District shall allocate a total of one 0.6 Full Time Equivalent (FTE) personnel for each year of the three (3) year term of this Agreement toward instruction of the District's Math for the Trades course and Construction course.
 - (b) In addition to the 0.6 FTE described above, the District shall commit to funding a total of 0.4 FTE personnel for each year of the three (3) year term of this Agreement toward instruction of the courses described herein.
 - (c) Annually during the term of this Agreement, the District shall submit to the Donor the articulated curriculum, scope, goals, and anticipated results of the courses described herein.

- (d) Annually during the term of this Agreement, the Donor's representatives shall be provided an opportunity, in a manner determined appropriate by the District, to review the effectiveness of the courses described herein.
- (e) Notwithstanding any other provision of this Agreement, the District's obligations under this Agreement shall only apply to any semester during the term of this Agreement in which at least fifteen (15) students enroll in each of the courses described herein.

3. Term and Termination.

- (a) This Agreement shall commence as of the Effective Date and shall continue until its expiration at the end of the 2027-2028 school year ("Term"), unless terminated earlier as provided herein.
- (b) In addition to any rights and remedies available at law, the District may terminate this Agreement and all rights and benefits of the Donor hereunder prior to the end of the Term, in the event of any of the following:
 - i. The Donor fails to make payments according to the agreed upon payment schedule as described in Section 1 and in the minimum amounts described in Section 2, or otherwise breaches the terms of this Agreement;
 - ii. Either the District's Math for the Trades course or Construction course fails to have at least fifteen (15) students enrolled in each of any such classes offered in any semester; or
 - iii. In the event the District determines in its sole discretion and good faith opinion that circumstances have changed such that the Gift and/or continued association with Donor would adversely impact the reputation, image, mission or integrity of the District.

Termination by the District under this Section 3 shall be effective as of the date the District provides written notice of such termination to Donor pursuant to Section 12. In the event the District terminates this Agreement pursuant to this Section 3, the Donor shall not be required to pay any additional amount toward the Gift after the termination date, and Donor shall receive reimbursement for a prorated portion of the Gift that has been paid by the Donor in the school year of termination. Upon termination of this Agreement, the Parties shall have no further obligation to each other, except with regard to Section 7, which shall survive the termination of this Agreement.

- (c) In addition to any rights and remedies available at law, the Donor may terminate this Agreement and all rights and benefits of the District hereunder prior to the end of the Term the event the Donor determines in its sole discretion and good faith opinion that circumstances have changed such that the Gift and/or continued association with District would

adversely impact the reputation, image, mission or integrity of the Donor.

4. **Exclusivity.** Nothing herein prohibits or restricts the District from securing other donations of any sort or for any purpose, including but not limited to the District's Math for the Trades course and Construction course. Upon Donor's request, the District shall report to the Donor, by June 30 of any year of this Agreement, the total cash donations received by the District that are related to the courses described herein.

5. **Promotion.** During the term of this Agreement, for purposes of publicizing the Gift, the parties will have the right, without charge or royalty, to use the name(s), likeness(es), and images of the other party (with the exception of any District students except as otherwise provided herein) in photographic, audiovisual, digital or any other form of medium ("Media Materials") and to use, reproduce, distribute, exhibit, and publish the Media Materials in any manner, including in brochures, website postings, informational and marketing materials, and reports and publications, describing the parties' activities related to the Gift. The parties represent and warrant that the content of any such Media Materials will not infringe upon a copyright, trade secret, trademark, or other proprietary right of a third party.
 - (a) At least once during each year of this Agreement, subject to student/parent consent, the District shall provide the Donor with information highlighting the positive experience of at least one (1) student enrolled in the courses described herein to illustrate the benefit of the parties' collaboration under this Agreement.

 - (b) At least once during each year of this Agreement, subject to student/parent consent, the District shall provide the Donor with photos of students engaging with instructors in the courses described herein.

 - (c) The District shall make students enrolled in the District's Math for the Trades course or Construction course aware of opportunities to participate in student-focused Donor-led initiatives, such as the NextGen Trades Challenge.

 - (d) At least once during each year of this Agreement, the Donor shall engage in a promotional effort to positively illustrate the parties' collaboration under this Agreement.

6. **Key Performance Indicators.** The District agrees to track, and report to Donor at least once per school year, information related to the following performance indicators:
 - (a) The number of students enrolled in the District's Math for the Trades course and Construction course;
 - (b) Student completion rates for the District's Math for the Trades course and Construction course; and
 - (c) Data regarding student placement in employment or continued

education/training in the trades following completion of the District's Math for the Trades course and Construction course.

No data required to be shared herein shall include any personally identifiable information of students or information constituting protected student or pupil records.

7. **Indemnification.** Each party shall indemnify and hold harmless the other party, including its officials, officers, employees, agents, and representatives, from and against any and all claims, damages, losses, costs, and/or expenses (including but not limited to attorneys' fees) arising out of or resulting from the other parties' performance or non-performance under this Agreement. Donor shall also indemnify and hold harmless the District, including its officials, officers, employees, agents, and representatives, from any tax implications for Donor, including fees, penalties, and other liabilities, that may result from Donor's donation of the Gift. The District shall indemnify and hold harmless the Donor, including its officials, officers, employees, agents, and representatives, from any tax implications for the District, including fees, penalties, and other liabilities, that may result from the District's receipt of the Gift.
8. **Relationship of the Parties.** The District and Donor are independent legal entities, and nothing in this Agreement shall create or be construed as creating a partnership, joint venture, or agency relationship between the parties. Neither party shall have the authority to bind the other in any respect, attempt to bind the other party, or represent to any third party that it may enter into binding obligations on the other party's behalf.
9. **Insurance.** During the term of this Agreement, each party shall, at its own expense, maintain and carry insurance with financially sound and reputable insurers, in full force and effect, that includes, at a minimum general liability coverage, in amounts reasonably adequate to cover liability for damages arising out of the party's obligations under this Agreement.
10. **No Assignment.** This Agreement and the rights and benefits hereunder may not be assigned, whether by operation of law or otherwise, by either party without the prior written consent of the other party, which consent shall be in the sole and absolute discretion of the non-assigning party.
11. **Governing Law and Venue.** This Agreement shall be construed, governed, and interpreted in accordance with the laws of the State of Wisconsin without giving effect to any conflict of law provisions. Any legal proceeding brought in connection with disputes relating to or arising out of this Agreement must be filed and brought in the state or federal courts located in Wisconsin. By signing below, the District and Donor waive any claim that these courts lack personal jurisdiction, or that such venues are inconvenient.
12. **Notice.** Any notice given or payment made hereunder shall be deemed sufficient if addressed in writing, and delivered by registered or certified mail or delivered personally, to the following address, or to such other address as each party may

designate in writing to the other:

If to the District:

If to Donor:

If to the EFW:

13. **Amendment**. No amendment to or modification of this Agreement is effective unless it is in writing, identified as an amendment to or modification of this Agreement and signed by each party.
14. **Non-Waiver of Rights**. The failure of either party to insist, in any one or more instances, upon performances of the terms or conditions of this Agreement shall not be construed as a waiver or a relinquishment of any right granted hereunder or of the future performance of any such term, covenant or condition.
15. **Force Majeure**. In the event performance by any party is prevented by fire, flood, storm, earthquake, riot, war, rebellion, terrorism, pandemic, public health emergency, or other unforeseen circumstances beyond the reasonable control of any party, upon written notice by either party to the other party, the performance of all obligations under this Agreement may be suspended for the period performance is prevented.
16. **Counterparts**. The parties agree that this Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
17. **Severability**. The parties understand and agree that the provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions or clauses shall not affect the validity or enforceability of the other provisions or clauses hereof.
18. **Entire Agreement**. This Agreement represents the full and final agreement between the parties, superseding any oral, written or other agreement between the parties concerning the subject matter of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the dates indicated below by their respective duly authorized officers.

WAUWATOSA SCHOOL DISTRICT

By: _____

Title: _____

Date: _____

NARI MILWAUKEE FOUNDATION INC.

By: _____

Title: _____

Date: _____