

**CHARTER SCHOOL CONTRACT BETWEEN THE FOND DU LAC SCHOOL
DISTRICT AND FOND DU LAC STEM ACADEMY, INC.;**
FORMERLY KNOWN AS FOND DU LAC STEM INSTITUTE, INC.

THIS CHARTER SCHOOL CONTRACT (this "**Contract**") is made by and between the Fond du Lac School District (the "**District**"), 72 W. 9th Street, Fond du Lac, Wisconsin 54935 and Fond du Lac STEM Academy, Inc. (F/K/A Fond du Lac STEM Institute, Inc.) ("**FSA**"), 401 S. Military Road, Fond du Lac, WI 54935, each of which shall be known for purposes of this Contract as a "**Party**."

WHEREAS, FSA has, since 2013, operated as a charter school pursuant to a charter provided by the District, authorized and granted pursuant to Wisconsin Statute §118.40(2m)(a) in Fond du Lac, Wisconsin, originally called the Fond du Lac STEM Institute (the "**Charter School**") pursuant to a contract signed April 8, 2013 (the "**Original Contract**"); and

WHEREAS, the District is authorized pursuant to Wisconsin Statute §118.40(2m)(a), to contract with an individual or group to operate a school as a charter school; and

WHEREAS, on December 6, 2017, the District completed a formal renewal review of FSA's operations pursuant to Wisconsin Statutes § 118.40(3)(b) and Section 21(b) of the Charter School Contract dated April 8, 2013, as amended, and renewed the Original Contract on or about July 1, 2018 to continue in effect through June 30, 2023; and

WHEREAS, the District views FSA as a beneficial addition to the Fond du Lac School District lineup of offerings;; and

WHEREAS, FSA intends to continue its charter school operations and expand the grades offered in FSA; and

WHEREAS, FSA intends to continue its charter school operations under the name Fond du Lac STEM Academy and will no longer utilize the name Fond du Lac STEM Institute in all its variations and forms; and

WHEREAS, to clarify the rights and responsibilities of the FSA, the parties have decided to disregard and replace the Original Contract, as amended, with the current agreement, the terms of which are reflected herein, and the parties agree to abide by the revised contract,

NOW, THEREFORE, the parties agree as follows:

1. **Establishment.** The person seeking to establish the Charter School is Fond du Lac STEM Academy, Inc.
2. **Instrumentality.** The Charter School will be an instrumentality of the District.
3. **Administrative Services.** At its sole cost and expense, the District will provide administrative services to support all the District employees and all enrolled pupils at the Charter School in substantially the same manner as provided to the District employees and all students enrolled in the District's non-charter schools. The District will at all times remain the sole employer of all personnel engaged in providing administrative services to the Charter School. To the extent that the

District requires information maintained only by the Charter School to complete the reporting and compliance monitoring requirements hereunder, the District will provide the Charter School with a list of all information required and the Charter School will provide full and accurate responses with reasonable promptness.

4. **Educational Program and Methods of Attaining Educational Goals.** Charter School will enroll students, up to a maximum of 250, in an educational program for grades six (6) through twelve (12).

Provided, in the academic year 2020-2021, the Charter School will provide an education program for grades three (3) to twelve (12), in the academic year 2021-2022, the Charter School will provide an education program for grades four (4) to twelve (12), and in the academic year 2022-2023, the Charter School will provide an education program for grades five (5) to twelve (12).

The educational program (“educational program”) of the Charter School will consist of these main features:

- a. A curriculum focused on Science, Technology, Engineering and Mathematics (“STEM”) which utilizes project-based learning delivered across grade levels where science and mathematics are the core of instruction and engineering principles are part of the learning experience. Reading, language arts and social studies will be integrated into the science-mathematics-engineering based program.
- b. To deliver the curriculum, teachers will be selected based upon their interest and passion for project-based learning grounded in science and mathematics, and will be trained in developmental mathematics, activity based science programs and engineering principles. In all respects, the Charter School shall solely determine the means and methods for delivering the curriculum.
- c. The objective of the curriculum is to achieve outcomes whereby students will learn key concepts appropriate to age and grade level, and perhaps beyond, and will develop strong team skills, critical thinking, flexibility and the personal skills of self-reflection, persistence, pride and resiliency.
- d. Inasmuch as project-based learning is more teacher intensive, the ideal student-teacher ratio is fifteen to twenty students to one teacher for regular education classes in a project-based program. For this program the student-teacher ratio shall not exceed twenty-six students to one teacher. The student-teacher ratio shall be determined by dividing the number of FTE students by the number of FTE regular education teachers.

The educational program shall be the primary method used to attain the educational goals established by Wis. Stats. §118.01.

5. **School Calendar.** The FSA Governance Board shall annually adopt a school calendar for the next school year. The calendar shall be provided to the District each year prior to July 1.

6. **Methods of Measuring and Reporting Student Progress.**

- a. In keeping with District expectations for student academic and citizenship outcomes, and in keeping with the Board of Education’s governance role in monitoring progress, the Charter School will report academic and citizenship progress to the Board of Education on the same schedule as reports are provided by the District’s non-charter schools.

b. The Charter School shall assess student progress and outcomes using the state mandated measures of accountability as well as those measures used by the District which are appropriate to the age and grade level of the students served by the Charter School. In addition, the Charter School may use assessments specific to its educational program (e.g. project evaluations, student presentations, and the like).

c. The expectation is that the Charter School's students will perform and progress at least as well as students enrolled in District's non-charter schools.

7. **Governance Structure.**

a. The Governance Board shall adopt by-laws providing that the Governance Board shall be comprised of not less than seven (7) and not more than thirteen (13) voting members, all of whom shall be age eighteen (18) or older. The Principal of the Charter School shall be a non-voting member of the board. In addition, the by-laws shall require at least the following officers: a president, vice-president, treasurer, and secretary. Board Members shall be elected to two (2) year terms through a nomination and voting process provided in the by-laws. Officers shall be elected annually by the Governance Board.

b. Except with respect to the specific District policies identified in this Contract, the Governance Board shall have the full authority to create and monitor the mission and philosophy of the Charter School and to set forth the policies, rules, and procedures of the Charter School. Any changes shall be reviewed in advance with the District.

c. The District will be the fiscal agent for the Charter School. The FSA Governance Board will be responsible for decision making with regard to finances which will include, but not be limited to: budgeting and expenditure of budgeted funds, charter grant funds, and fundraising and/or foundation donation amounts.

d. All hiring and staffing decisions shall be made in accordance with agreement between the Governance Board and the District.

e. The Principal will be responsible for the daily operations of the Charter School and will work closely with the Governance Board to ensure that the educational goals of the Charter School are being attained. The Principal will oversee the educational programs, handle student discipline, oversee clerical activities including attendance, correspondence and record maintenance, supervise and oversee the Charter School teachers and other staff, administer assessment and evaluation programs, monitor achievement of educational goals, maintain daily building operations, and serve as primary contact for communications between the District and the Charter School.

8. **Faculty Qualifications.**

a. Licensure. All classroom teachers involved in the Charter School will be employees of the District. The District will ensure that all teachers hold a current and appropriate license or permit as required by law.

b. Hiring or Employment of Faculty. Subject to Section 7(d) of this Contract, future hiring will follow the process used by the District. All professional employees at the Charter School will be

employed under the District's standard individual employment contracts. The District shall conduct background screening.

c. Teacher Evaluation. Faculty members at the Charter School will be evaluated pursuant to District policies governing teacher evaluations; provided however, that decisions with respect to renewal or non-renewal of individual teacher contracts shall be made in accordance with the Governance Board's recommendations.

9. Student Health and Safety. All state and local health and safety regulations and building code standards will be followed at all locations at which the Charter School may be located. In addition, the health and safety policies applicable to all other non-charter schools in the District shall apply equally to the Charter School.

10. Recruitment and Means of Achieving Racial/Ethnic Balance. FSA prohibits discrimination and will not discriminate on the basis of age, handicap, disability, marital or parental status, national origin, ancestry, pregnancy, race, religion, sex, or sexual orientation. Access to the Charter School will not be restricted or enhanced by the following: family income, economic status, academic performance, English language proficiency, or athletic ability. The lottery process defined in the Contract is intended by its inherent nature to statistically achieve through random selection in admissions a racial and ethnic balance representative of the District. FSA in addition will employ recruiting practices seeking to achieve a racial and ethnic balance among pupils reflective of the District population.

11. Admission Requirements.

a. To apply for enrollment at the Charter School parents and/or guardians shall complete a student application available at the Charter School or the District's main office.

b. If open enrolling from another school district, Parents are strongly encouraged to apply online at <https://dpi.wi.gov/open-enrollment>. If a parent chooses not to apply online, paper application forms will be available, from any school district or from the Department of Public Instruction. Parents must submit paper application forms directly to the school district they wish their child to attend.

c. The enrollment periods for the Charter School may commence in the Month of January. If the applications received during the enrollment periods do not exceed the established enrollment cap, then all students who have submitted applications by that deadline will be accepted for admission and no lottery will be held. If vacancies remain after the enrollment periods or are created by withdrawals before the start of school, additional students will be accepted on a first-come, first-serve basis with priority established by the date an application was submitted. The Charter School will give enrollment priority to continuing students, age and grade eligible students who are currently enrolled in the District, then siblings of enrolled students and children of paid FSA teachers and staff. Students with disabilities who apply by the deadline will be included in the lottery, if needed, and otherwise admitted and provided with District educational services under individualized education programs.

d. Prior to the application deadline, the District and FSA will determine the number of seats available at each grade level. If the number of applications exceeds the seats available at any

grade level, then priority will first be given to continuing students, then second priority will be given to siblings of enrolled students and children of paid FSA teachers and staff, and finally third priority will be given to all other students. If a grade is oversubscribed, a lottery will be conducted by representatives of the District and FSA for each grade level that is oversubscribed, subject to the preference priority as defined above. Parents of students selected through the lottery will have thirty (30) days to sign and return a commitment letter, confirming that the pupil will attend the school. If the letter is not returned within thirty days, the enrollment space will be offered to the next student on the waiting list created through the lottery process. Students not admitted to the Charter School because of the lack of enrollment space will be placed on a waiting list in the order drawn and admitted if an enrollment space becomes available. Each school year the waiting list will expire on January 1 and a new waiting list for the following year will be established as provided above.

e. All placements in a grade shall be determined by the Charter School's Principal.

12. **Budget Responsibilities of the District and the Charter School.**

a. The Charter School will be funded on an annual basis as approved by the District in its normal budget process, with discretionary funds being allocated to the Charter School on substantially the same basis as the District funds its non-charter elementary schools. The Charter School shall receive all Title I, special education and ELL funding to which its students are entitled. The Charter School may expend funds received from the District in a manner different than the District's non-charter schools, consistent with the distinct Charter School mission and vision, including but not limited to budgeting and expending funds for professional development.

b. The parties recognize that grants, donations, and other funds will be pursued by the Charter School and may be accepted by the Charter School without approval by the District. A separate account will be established for each grant to assure appropriate monitoring and reporting to the funding source. A separate account will also be established for the Charter School for donations received, funds raised, expenditures, and other credits or debits made in conjunction with the Charter School's activities. The Charter School will maintain detailed records of all cash and non-cash gifts, donations, and expenditures including, but not limited to capital and non-capital objects (e.g., computers, furniture, materials, food, supplies, etc.)

c. The Charter School shall develop annual budgets within the limitations of District allocations and future grant, donation, fundraising and expenditure amounts. The Charter School will monitor all expenditures and continue to make decisions regarding revisions and adjustments subject to State Statutes and Wisconsin Uniform Financial Accounting Requirements (WUFAR).

d. A separate account will be established for the projected five-year District funded operating budget consisting of income and expense account series following the Wisconsin Uniform Financial Accounting Requirements (WUFAR) codes. The Charter School will use the District's financial system, to include using purchase orders and receipt accounting procedures that are standard for all Wisconsin schools (WUFAR). All grants, donations, other funds, and expenditures will be monitored and reviewed by the District's Director of Business Services who will assist with setting up appropriate accounts and submitting reimbursement requests as directed by the FSA. The Charter School's Principal will advise and assist the staff on the proper procedures, and the District's Business Office will provide staff training on policy and procedures.

e. The Governance Board shall prepare and approve, each school year, a projected donation and expenditure budget for the subsequent school year, taking into account only the donations received, funds raised, and expenditures made in conjunction with the Governance Board's activities. Such budget shall not include District funding or grant(s) received by the District for the Charter School's benefit.

13. **Student Behavior and Discipline.**

Students will be subject to the District's policies and procedures for suspensions and expulsions. The Governance Board shall adopt policies establishing behavior expectations and discipline procedures consistent with the Charter School's innovative and non-traditional educational program. Upon enrollment all students and parents will be notified of their rights, responsibilities and expectations. The Charter School shall observe all state and federal laws regarding student rights and discipline.

14. **Public School Alternatives.** No student will be required to attend the Charter School. Students, who do not elect to attend the Charter School, may attend a school within the District in conformance with the enrollment policy of the District.

15. **Tuition.** FSA shall not charge any tuition, except as provided under applicable Wisconsin law. The Charter School may charge "activity fee" in accordance with state law.

16. **Audits.** As an instrumentality of the District, the Charter School will be included in the District's annual audit. The scope of the annual audit will be determined by the District and conducted at the expense of the District. The Charter School will participate in all financial audits and comply with all audit procedures and requirements of the District audit team as contracted by the District. Funds provided by or procured for the Charter School as an instrumentality and component unit of the District are subject to the District's fiscal accounting procedures, including audits, and will be included in the District's financial statements as determined by the District audit team as contracted by the District.

17. **School Facilities and Liability Insurance.**

a. **Facilities.** The Charter School will be located at 401 S. Military Road, Fond du Lac, Wisconsin 54935. The District will ensure that the building(s) in which the Charter School program is located meet(s) all building codes and other building requirements for a public school facility. In addition, the District shall keep and maintain the building(s) in which the Charter school is located in substantially the same condition as other District-owned buildings serving the District's non-charter programs. The District shall not charge FSA rent, or similar financial compensation, for use of this facility.

All expenditures, capital or otherwise, made by either the Governance Board or the District for equipment, material, supplies, teaching aids, learning aids, or other provisions to be used or consumed in the Charter School, shall be for the sole benefit of the Charter School but all such equipment, material, supplies, teaching aids, learning aids, or other provisions shall remain, at all times, property of the District.

b. Liability Insurance. The District shall provide insurance for all operations and personnel involved in the operations and governance of the Charter School, including without limitation, commercial general liability, director liability, employer liability, automobile, umbrella, school leaders' error and omissions/educators' legal liability, fidelity bond/crime, workers' compensation, fire and extended coverage and property damage for those acts reasonably related to the operation of the Charter School.

18. **Compliance with Laws and District Policies.**

a. Compliance with Laws. Subject to Wis. Stat. §118.40(7)(b), the Charter School shall comply with all state and federal laws and regulations applicable to charter schools. If, after the effective date of this Contract, there is a change in any law or regulation applicable to charter schools that modifies or amends the responsibilities or obligations of any of the parties with respect to this Contract, this Contract shall be modified or amended to conform to the change as of the effective date of such change.

b. Except as expressly provided in this Contract, District policies and procedures do not apply to the operations of the Charter School.

19. **Open Meetings.** FSA shall comply with the requirements of Wis. Stat. §19.81, et seq. (Open Meeting of Governmental Bodies) with respect to meetings of its Governance Board.

20. **Non-Sectarian Status.** The Charter School shall be non-sectarian in its programs, admissions, policies, employment practices and all other operations.

21. **Term, Renewal and Termination of this Contract.**

a. Term. The initial term of this Contract ("Term") shall be for five (5) years commencing 12:00 a.m. on February 1, 2021 and expiring at 11:59 p.m. on January 31, 2026, unless terminated earlier pursuant to the terms hereof.

b. Renewal. Pursuant to §118.40(3)(b), Wis. Stats., upon expiration of the initial Term, and any renewal terms, the parties shall have the right to renew this Contract for such additional terms for up to five (5) years each as the District and FSA deem appropriate provided that the Charter School has received a favorable Renewal Review. During the second to last year of any multiple year term and during any single year renewal term of this Contract, the District shall conduct a formal review (a "**Renewal Review**") of the Charter School's performance since the date of this Contract or, if applicable, since the previous Renewal Review. The District shall specify in writing for FSA, at least three (3) months before the beginning of the school year in which such Renewal Review shall occur, both (i) the subjects of the Review and (ii) the timetable for the Review. Having conducted a Renewal Review, the District shall also issue by the end of the school year which such Renewal Review occurs both (i) a written report of such Review and (ii) a statement of the District's intention to renew, or not to renew, this Charter Contract at its expiration for a term of up to five (5) additional years. Any decision not to renew must be based upon substantial, not unreasonable, arbitrary or capricious, reasons which shall be detailed in the Review report.

c. Events of Default by the Charter School. This Contract may be terminated by the District

under the procedures set forth below if the District finds that any of the following Events of Default shall have occurred:

- (1) The Charter School has, at the close of the student enrollment period, insufficient pupil enrollment to successfully operate a charter school;
- (2) The pupils enrolled in the Charter School shall have failed to make reasonable progress toward attaining the educational goals under Wis. Stat. §118.01;
- (3) The Charter School shall have failed to comply with the standards of fiscal management required by the District for its non-charter schools;
- (4) The Charter School shall have failed materially to comply with any applicable state or federal law (including, without limitation, any provision of Wis. Stat. §118.40); or
- (5) The Charter School shall have defaulted materially in any of the terms, conditions, promises or representations contained in or incorporated into this Contract.

d. Termination by the District. This Contract may be terminated by the District upon finding an Event of Default as follows:

- (1) Emergency Termination or Suspension Pending Investigation. If the District determines that any Event of Default set forth above has occurred and that thereby the health or safety of the Charter School's students is immediately put at risk, the District shall provide FSA with written notice of such Event(s) of Default and, upon delivering such notice, may terminate this Contract.
- (2) Non-Emergency Termination and Opportunity to Cure. If the District determines that any Event of Default has occurred but that such occurrence does not thereby immediately put at risk the health or safety of the Charter School's students, the District shall advise FSA in writing of the alleged Event(s) of Default and shall specify a reasonable period of time (though in any instance not less than 90 days) within which FSA shall cure or otherwise remedy the alleged Event(s) of Default to the reasonable satisfaction of the District.
 - (a) If FSA does not cure or otherwise remedy the alleged Event(s) of Default, the District may terminate this Contract by written notice delivered within 10 days after expiration of the specified period.
 - (b) If the District terminates this Contract, termination shall become effective at the end of the next academic semester scheduled for the Charter School.

e. Grounds for Termination by FSA. This Contract may be terminated by FSA under procedures set forth below if FSA finds that any of the following Events of Termination have occurred:

- (1) The Charter School has insufficient enrollment to successfully operate a public school;
- (2) The FSA Governance Board has determined in its sole discretion that a change in any applicable law makes termination of the Contract necessary or appropriate; or
- (3) The District has defaulted materially in any of the terms, conditions, promises or representations contained in or incorporated into this Contract.

f. Termination by FSA. If FSA determines that any Event of Termination has occurred, FSA shall notify the District of alleged Event(s) of Termination. The notice shall be in writing, shall set forth in sufficient detail the grounds for termination, and shall specify the effective date of

termination. If the termination is based on an alleged event of default by the District, FSA shall specify a reasonable period of time (though in any instance not less than 90 days) within which the District shall cure or otherwise remedy the alleged event of default to the reasonable satisfaction of FSA. If the District does not cure or otherwise remedy the alleged event of default, FSA may terminate this Contract by written notice delivered within 10 days after expiration of the specified period. Unless otherwise agreed between FSA and the District, the date of termination shall be the end of the next academic semester scheduled for the Charter School.

g. Final Accounting. Upon termination of this Contract, FSA shall assist the District in conducting a final accounting of the Charter School by making available to the District all books and records that have been used in preparing the Charter School's annual audits and reports under this Contract.

h. Equipment Disposition. FSA will respond to requests from the District and Department of Public Instruction for an inventory of equipment purchased with state or federal funds, including federal charter school funds, and the disposition of any individual item of equipment worth \$300 or more.

22. Transportation. Students attending the Charter School shall be provided transportation to and from school and for field trips as provided under District policy.
23. Food and Nutrition Services. The District shall provide food service for students attending the Charter School according to District policy and on the same basis as such service is provided to students in District's non-charter schools.
24. Notices. Whenever this Contract provides that notice must or may be given or that information must or may be provided, notice and information shall be provided in the following manner.

To the District: Fond du Lac School District
 72 W. 9th Street
 Fond du Lac, Wisconsin 54935
 ATTN: District Administrator

With a copy to: Fond du Lac School District
 72 W. 9th Street
 Fond du Lac, Wisconsin 54935
 ATTN: Director of Business Services

To FSA or
Charter School: Fond du Lac STEM Academy, Inc.
 401 S. Military Road
 Fond du Lac, Wisconsin 54935
 ATTN: Principal

With a copy to: Fond du Lac STEM Academy, Inc. Governance Board
 401 S. Military Road
 Fond du Lac, Wisconsin 54935
 ATTN: President

Notice hereunder shall be effective if made by hand delivery or by United States Mail, postage prepaid, certified with return receipt requested. Notices shall be effective (i) when actually delivered to the addressee, if made by hand delivery, or (ii) 2 days after delivering the pertinent notice to the control of the United States Postal Service, if made by certified mail with return receipt requested.

25. **Code of Ethics.** All officers and directors of FSA directly involved in the implementation of the terms and conditions of this Contract (together, the “Governance Board”) shall be subject to the following code of ethics:

a. **Definitions.** For the purpose of this Section:

- (1) **“Anything of value”** shall mean any money or property, favor, service, payment, advance, forbearance, loan, or promise of future employment, but shall not include compensation paid by the Charter School for the services of a Governance Board member, or expenses paid for services as a Governance Board member.
- (2) **“Immediate family”** shall mean a Governance Board member’s spouse and any person who receives, directly or indirectly, more than one half of his or her support from a Governance Board member, or from whom a Governance Board member received, directly or indirectly, more than on half of his or her support.

b. **Influence.** No Governance Board member may, in a manner contrary to the interests of the Charter School, use or attempt to use his or her position, or to use any Charter School property (including property leased by the Charter School), to gain or attempt to gain anything of substantial value for the private benefit of the Governance Board member, his or her immediate family, or any organization with which the Governance Board member is associated.

c. **Gifts.** No Governance Board member may solicit or accept from any person or organization anything of value with the express or implied understanding that his or her conduct of the Charter School business would be influenced thereby.

d. **Certain Disclosures.** No Governance Board member may intentionally use or disclose confidential information concerning the Charter School in any way that could result in the receipt of anything of value for himself or herself, for his or her immediate family, or for any other person or organization with which the Governance Board member is associated.

e. **Self-dealing.**

- (1) **No voting.** If a Governance Board member, a member of a Governance Board member’s immediate family, or any organization with which a Governance Board member is associated proposes to enter into any contract (including a contract of employment) or any lease with the Charter School that may in any School Year involve payments of \$3,000 or more derived in whole or in part from funds made available by the District to FSA under this Contract, such Governance Board member shall be excused from, and shall not participate in, any dealing, discussions, or other position of approval or influence with respect to the Charter School’s entering into such contract or lease; provided, however, that such Governance Board member may be part of a discussion concerning such proposed contract or lease for the limited purpose of responding to Governance Board

inquiries concerning such contract or lease.

- (2) Contracting. Provided that the Governance Board member is not in a position to approve or influence the Charter School's decision to enter into such contract or lease, and that the procedures set forth above are observed, a Governance Board member may enter into a self-dealing contract or lease if the Governance Board member shall have made written disclosure of the nature and extent of any relationship described above to the District prior to entering into such contract or lease.

26. **Termination of Original Contract.** The Original Contract is, by execution of this Agreement, mutually terminated and set aside without any penalty or default by either party.

27. **Miscellaneous.**

- a. Governing Law. This Contract shall be governed by, and construed and interpreted under the laws of the State of Wisconsin.
- b. Public Announcements. Any publication, news release, or the like that the District produces that contains detailed information or descriptions of the Charter School shall be approved in advance by the FSA Governance Board or the Principal. No changes/alterations will be made to the Charter School's logo/mark without prior written approval of the FSA Governance Board.
- c. Entire Agreement. The Contract sets forth the entire agreement between the parties with respect to the subject matter of this Contract. All prior applications, agreements or contract, representations, statements, negotiations, understandings and undertakings are superseded by this Contract. The parties repeat the recitals stated above as if fully set forth herein.
- d. Severability. If any provision of this Contract is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provisions of this Contract. If any provision of this Contract shall be or be determined to be in violation of any federal, state or local law, such provision shall be considered null and void, and all other provisions shall remain in full force and effect.
- e. Amendments. No amendment to this Contract shall be effective unless the same is in writing and signed by authorized representatives of both parties. During any year of this Contract, either party may request to amend any provision of this Agreement. Thereafter, the parties will promptly meet and confer in good faith with respect to the proposed amendment. Neither party shall be obligated to accept any request for amendment. Any amendment which is agreed upon, will be effective July 1 following the agreement to the amendment, or on such other date as the parties may agree.
- f. Assignment. This Contract is not assignable.
- g. Non-waiver. Except as provided herein, no term or provision of this Contract shall be deemed waived and no breach or default shall be deemed excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. No consent by

any Party to, or waiver of, a breach or default by the other, whether expressed or implied, shall constitute a consent to, waiver of, or excuse of any different or subsequent breach or default.

h. Force Majeure. If any circumstance occur which are beyond the control of a Party, which delay or render impossible the obligations of such Party, the Party's obligation to perform such services shall be postponed for an equivalent period of time or shall be canceled, if such performance has been rendered impossible by such circumstances.

i. No Third Party Rights. This Contract is made for the sole benefit of the Parties. Except as otherwise expressly provided, nothing in this Contract shall create or be deemed to create a relationship among the Parties or any of them, and any third party, including a relationship in the nature of a third party beneficiary or fiduciary.

j. Counterparts: Signature by Facsimile. This Contract may be signed in counterparts, which shall together constitute the signed original Contract. A signature delivered by facsimile or electronic mail shall be considered an original for purpose of this Contract.

**** Signatures Appear on Following Page ****

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives as of the date written below. Through their signatures the representatives of the parties confirm that they have full authority to execute this Contract.

FOND DU LAC AREA SCHOOL DISTRICT

By: 
School Board President

Date: 1/25/21

ATTEST:

By: 
School Board Clerk

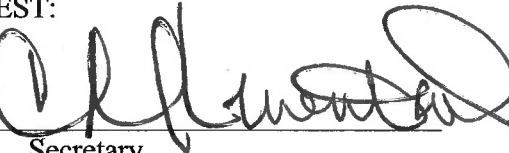
Date: 1/25/21

FOND DU LAC STEM ACADEMY, INC.

By: 
President

Date: 2/4/21

ATTEST:

By: 
Secretary

Date: 2/4/21