

MEMORANDUM OF UNDERSTANDING
By and Between
WeLeadCS, Incorporated AND the Board of Education of the
Dayton Independent Public Schools

PARTIES: This Memorandum of Understanding (hereinafter referred to as ‘MOU’) has been mutually resolved and adopted between WeLeadCS, Incorporated (hereinafter referred to as ‘WLCS’) and the Board of Education of the Dayton Independent Public Schools (hereinafter referred to as ‘District’).

WLCS and District may hereinafter collectively or individually be referred to as ‘Party’ or ‘Parties’.

RELATIONSHIP OF PARTIES: WLCS is not a division of or any part of the District; and District is not part of or related to WLCS beyond the terms of this MOU. The Parties acknowledge the District is a body authorized under State law, governed independently and is not a division of or a part of WLCS. The relationship between the Parties defined herein by the terms of this MOU, was developed and entered into through arms-length negotiations and is based solely on the terms of this MOU.

The Parties hereto acknowledge and understand that WLCS is an independent contractor providing computer science related virtual educational services under the terms of this MOU. Nothing herein may be construed to create a partnership or joint venture by or between the District and WLCS. Neither Party hereto will be the agent of the other. The District and its employees will in no case represent to third parties any ability to bind WLCS to any duty imposed by contract or agreement, other than expressly permitted in this MOU or as otherwise agreed to in writing and signed by WLCS. WLCS and its employees will in no case represent to third parties any ability to bind the District to any duty imposed, other than permitted in this MOU or as otherwise agreed to in writing by the District.

TERM: The time frame covered by this MOU commences on July 1, 2026, and terminates on June 30, 2027. The term of this MOU agreement shall not exceed the term of one year.

Renewal: This MOU is for an annual term. Renewal by the District of the contractual relationship with WLCS for the services provided and discussed herein, is achieved by District entering into a new MOU agreement, specific for the applicable school year and new annual term.

WLCS SERVICES: WLCS agrees to provide the following services to the District and to its students enrolled in WLCS courses:

- Synchronous online instruction in computer science courses approved for inclusion in the Kentucky Department of Education Program of Studies.

- Educators certified by the Kentucky Education Professional Standards Board to provide instruction for students enrolled by the District in WLCS classes and courses.
- Statutorily required background checks for all WLCS staff.
- Work with students to catch up on any missed coursework for approved absences or internet disruptions.
- Work-based learning experiences with employers in the technology industry.
- Opportunities for student participation in CTE-related clubs and competitions.
- College and career readiness coaching.
- Preparation for End-of-Program testing, where applicable. Testing administered by the District.
- Industry certification testing, where applicable.
- Tracking and reporting of student attendance.
- Administration of at least one student satisfaction survey per year and reporting of results to the District.
- Collaboration with staff assigned by the District to manage student data in Infinite Campus and TEDS system.
- Student and family recruitment materials.
- Provide timely and current information on traceable communications systems WLCS utilizes for all electronic communications with students in compliance with KRS 160.145.

DISTRICT RESPONSIBILITIES: The District agrees to:

- Assign a contact person responsible to provide oversight of WLCS program implementation in the District and for all communication with WLCS. (This information shall be transmitted in writing on or before the first scheduled course and shall include, name, title and contact information, including contact information for text messaging to convey important updates).
- Enrolling students in chosen WLCS courses and, if applicable, with the District's dual credit partner institution.
- Assign a contact person in enrolled students' schools to assist with student attendance and disciplinary matters. (This information shall be transmitted in writing on or before the first scheduled course and shall include, name, title and contact information.)

- Assign a contact person in the district to work with WLCS staff on matters related to student data entry and reporting in Infinite Campus and TEDS (The contact information shall be transmitted in writing on or before the first scheduled course and shall include, name, title and contact information including contact information for text messaging to convey important updates)..)
- Maintain supervisory duties for Districts' students at all times including but not limited to classroom participation, electronic usage, and related opportunities provided by WLCS.
- Administer certain testing that WLCS is unable to administer remotely.
- Provide each enrolled student sufficient internet access to stream a live program, and a computer system sufficient to allow synchronous electronic program attendance and work performance. (If District requires further technical specifications, WLCS will work with District to determine sufficiency of student hardware or internet service.)
- Assist students with required processes for utilization of Kentucky Dual Credit Scholarship and/or Kentucky Work Ready Dual Credit Scholarship to cover cost of tuition for WLCS-provided dual credit courses.
- Utilize appropriate communications (electronic, cellular or otherwise) with students concerning any WLCS matter in compliance with KRS 160.145.

STUDENT SEATS: District shall reserve student seats for the 2026-2027 academic school year utilizing the 2026-2027 WLCS Schedule Reservation Form & Student Roster Form* prior to May 30, 2026. ***The 2026-2027 WLCS Master Schedule and 2026-2027 WLCS Schedule Reservation Form & Student Roster Form will be made available to districts no later than January 16, 2026.**

District will receive certain discounts, discussed herein, for student seats properly reserved in advance under the terms contained in the section labeled FEES, DISCOUNTS AND WITHDRAWAL herein this MOU.

District understands and acknowledges that WLCS will accept no more than 250 new students for the 2026-2027 school in addition to its current 2025-2026 student enrollment.

Priority for enrollment will be given to students returning to WLCS. New student seats will be filled on a first come basis, unless previously reserved by District through a properly completed 2026-2027 WLCS Schedule Reservation Form and Student Roster Form, and the completed form is accepted and confirmed by WLCS.

District understands and acknowledges that request of a schedule of courses, without rostering specific students in specific classes, does not guarantee scheduling of students in a specific class nor at a specific class time. WLCS will work with District to finalize scheduling specific students upon receipt of 2026-2027 WLCS Schedule Reservation Form and Student Roster Form.

2026-2027 WLCS Schedule Reservation Form and Student Roster Form, when properly completed by the District and accepted by WLCS, will be attached as an Exhibit to this fully executed MOU, and which shall become incorporated as a part of this MOU as if fully restated herein.

The 2026-2027 WLCS Schedule Reservation Form and Student Roster Form reserves a certain number of seats for the District, which provides a guaranteed spot for each number of seats properly reserved.

In the event a seat paid for by District becomes vacant, District may seek to fill that seat with another student. The properly reserved seats are available for the District to fill with any student registered and attending schools within that District; however, the replacement student must meet the eligibility requirements for a WLCS class. District understands and acknowledges that seats reserved are not transferable to any students outside the District.

The 2026-2027 WLCS Schedule Reservation Form and Student Roster Form shall be final ONLY AFTER execution of this MOU by all Parties. No Form will be accepted until the MOU for the 2026-2027 school year is finalized between WLCS and the District.

District understands and acknowledges that there shall be no substitutions for these guaranteed seats, they are specific to the individual returning students by name.

District understands and acknowledges that guaranteed returning student seats does not guarantee scheduling of any student in any specific class nor at any specific class time. WLCS will work with District to finalize scheduling specific students at the appropriate time.

FEES, DISCOUNTS, AND WITHDRAWAL: In consideration for the services to be performed by WLCS, the District agrees to pay WLCS the following:

\$500.00 per student seat for enrollment* in a year-long course.

\$250.00 per student seat* for enrollment in a semester-long course.

*one student enrolled = one student seat fee

Dual Credit Course Fees:

The Parties acknowledge and understand that all Dual Credit courses will incur a tuition fee charged by Kentucky Community & Technical College System (hereinafter referred to as 'KCTCS'). KCTCS tuition fees for Dual Credit courses are charged to the student and/or District by KCTCS, which District acknowledges and understands is separate and apart from the student seat fee District pays to WLCS outlined herein. The Parties acknowledge and understand that WLCS student seat fees are for services to Districts and students by WLCS as described in this MOU.

District understands and acknowledges that WLCS has no influence, control or input on the issuance, handling, billing or collection of KCTCS tuition fees.

District understands and acknowledges that all KCTCS accounts must remain current and charged KCTCS tuition fees must be paid to allow future KCTCS class participation or graduation where applicable. WLCS directs District to KCTCS for further information concerning the issuance, payments, and arrearage matters.

The Parties understand and acknowledge that each KCTCS Community College branch establishes their own branch policies related to student eligibility for dual credit courses and may specify which courses are eligible for Kentucky Dual Credit and Kentucky Work Ready Dual Credit Scholarships. WLCS will assist, to the best of WLCS ability, District to work within a KCTCS branch policy to maximize scholarship opportunities for students. Should a student or course not be eligible for these scholarship resources or should a student or students choose to not apply for or use these scholarship resources to cover KCTCS tuition fees, then the Parties acknowledge and understand that KCTCS tuition fees shall remain the sole responsibility of District and/or student; and, shall not be the responsibility of WLCS.

Dual Credit Book Fees:

KCTCS Dual Credit courses may incur book fees from KCTCS. WLCS accepts financial responsibility for all KCTCS Book Fees for WLCS Dual Credit classes for the 2026-2027 school year.

Industry Certification Exam Fees:

WLCS accepts financial responsibility for all Industry Certification Exam Fees for the 2026-2027 school year.

DISCOUNTS

All Parties hereto acknowledge and understand that all discounts are calculated and applied separately. WLCS retains decision making authority to stack, advance or deny any discount.

Recruitment and Advanced Action:

The 2026-2027 WLCS Master Schedule and 2026-2027 WLCS Schedule Reservation Form & Student Roster Form will be made available to districts no later than January 16, 2026.

- (a) District renewing participation in WLCS from 2025-2026 for 2026-2027 will receive a 5% discount on all student seat fees for the 2026-2027 academic year by finalizing this MOU with approval by the District Board of Education and signed by the Board Chairman and Superintendent and returning it to WLCS for execution no later than 5:00 pm EST on May 29, 2026.
- (b) District will receive a 25% discount on all student seat fees for the 2026-2027 academic year by finalizing this MOU with approval by the District Board of Education and signed by the Board Chairman and Superintendent and returning it to WLCS for execution no later than 5:00 pm EST on January 30, 2026.
- (c) District shall receive a 10% discount on all student seat fees for the 2026-2027 academic year by finalizing this MOU with approval by the District Board of Education and signed by the Board Chairman and Superintendent and returning it to WLCS for execution before March 30, 2026 **and** by returning the 2026-2027 WLCS Schedule Reservation Form and Student Roster Form with a completed* Section 1 – Schedule Reservation Form. **Completion of Section 1 of the 2026-2027 WLCS Schedule Reservation Form and Student Roster Form is a request to schedule specific WLCS course for the 2026-2027 academic year.*
- (d) District shall receive a 10% discount on all student seat fees for the 2026-2027 academic year by returning the fully completed* 2026-2027 WLCS Schedule Reservation Form and Student Roster Form in addition to submitting a finalized MOU with approval by the District Board of Education and signed by the Board Chairman and Superintendent on or before May 29, 2026. This discount will not be provided without the fully completed* 2026-2027 WLCS Schedule Reservation Form and Student Roster Form. **A fully completed 2026-2027 WLCS Student Seat Reservation and Student Roster Form includes a final student seat count for courses and a list of the District's specific student names to be enrolled in specific courses.*
- (e) In accordance with a prior commitment to districts that are members of the Ohio Valley Educational Cooperative (hereinafter referred to as "OVEC"), for the 2026-2027 academic year, a 10% discount on prevailing student seat fees for 2025-2026 is extended to OVEC Districts, as a member of OVEC.

ENROLLMENT AND WITHDRAWAL OF STUDENTS

The District shall enroll students in WLCS year-long courses, Fall 2026 semester courses, and Spring 2027 semester courses prior to May 30, 2026. WLCS is unable to guarantee an available seat to students enrolled after May 29, 2026.

WLCS will hire staff for 2026-2027 utilizing 2026-2027 WLCS Schedule Reservation Form and Student Roster Form provided by all participating districts no later than May 29, 2026.

WLCS acknowledges student counts may change between May 29, 2026, and the beginning of the District's school year for reasons beyond the District's control, but WLCS relies on the District to provide as accurate a student count as possible.

Districts must provide a final student count to WLCS for invoicing for full-year courses and Fall 2026 semester courses no later than the close of business on Friday, September 4, 2026, and no later than close of business on Friday, January 8, 2027, for Spring 2027 semester courses.

District understands and acknowledges that if the invoiced number of students for the full academic year, Fall 2026 semester, and/or Spring 2027 semester is reduced by seven or more than seven students than the number of student seats reserved utilizing the 2026-27 WLCS Schedule Reservation Form and Student Roster Form, the district shall pay 25% of the student seat fee for each of the students withdrawn.

The District hereby acknowledges and asserts that in the exercise of its business judgment, that the terms contained herein, including the fees and potential penalties payable to WLCS, and payment terms hereunder are reasonable, necessary, and fair compensation for the services provided by WLCS.

District specifically acknowledges, understands and agrees that District shall be wholly responsible for all student seat fees invoiced.

INVOICING. WLCS will invoice the District for year-long and Fall 2026 semester-long student seat fees, and any applicable penalties, owed on or about September 15, 2026 and District shall pay WLCS the invoiced amount on or before November 16, 2026.

WLCS will invoice the District for Spring 2027 semester-long student seat fees, and any applicable penalties, owed on or about January 22, 2027 and District shall pay WLCS the invoiced amount on or before March 31, 2027.

District understands, acknowledges and agrees that all amounts invoiced on or about September 15, 2026 and on or about January 22, 2027 shall be due and owing.

District specifically acknowledges and agrees that there shall be NO REFUNDS, partial or whole, by WLCS to District for student(s) withdrawal, inability to participate or failure to attend classes or courses. Once the District pays all invoiced amounts for student seats, the District may substitute new qualified students into open student seats with the prior approval of WLCS.

Payment Due Date and Interest. All invoices payable to WLCS are due by the prescribed dates herein, with the only exception solely for amounts disputed in good faith. If the District fails to pay an invoice when due, then in addition to any other remedies allowed by law, WLCS reserves the right to charge and the District agrees to pay interest on all amounts due and owing WLCS at the maximum rate allowed by the laws of the Commonwealth of Kentucky. The

District shall be liable for all costs incurred by WLCS to collect any amounts due, including reasonable attorney's fees and court costs.

Non-Payment Remedies: If the District fails to pay any amount due and payable WLCS under the terms of this MOU, in addition to invoking any other legal or equitable rights available to WLCS, upon ten (10) days written notice to the District, WLCS reserves the right to: (i) suspend the provision of any or all of its services offered hereunder this MOU; (ii) cease processing enrollments for any new District students; and/or (iii) terminate this MOU.

Outstanding Payments Due: Except as otherwise agreed to by the Parties in writing and signed, termination of this MOU does not relieve the District of any obligations for payments outstanding to WLCS as of the date of termination.

CONFIDENTIALITY: Confidentiality of Records/FERPA. The District shall ensure that WLCS has the right to access personnel, financial, and student data related to the educational services provided. As such, WLCS will maintain the confidentiality of all records in accordance with the requirements of applicable law. The District recognizes and agrees that for purposes of the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g; 34 CFR Part 99 (“FERPA”) and Kentucky State open records act, WLCS has a legitimate educational interest for purposes of the District disclosing a student's educational records to WLCS. The District shall define “school officials” and “legitimate educational interest” as permitted by FERPA, broadly enough to permit the terms of this MOU.

LIMITATIONS ON USE OF INTELLECTUAL PROPERTY: The District shall not modify, adapt, alter, or translate the WLCS proprietary marks, materials or information. The District shall only use the WLCS proprietary marks in the form provided by WLCS, or as otherwise required or approved of in writing by WLCS.

The District shall not disassemble, reverse engineer, modify, alter, or create derivative works from the WLCS materials without the prior written consent of WLCS. In addition, the District **shall not** frame or embed, or cause to be framed or embedded, any website owned by or operated by WLCS.

In connection with use of the WLCS proprietary marks and the WLCS materials by the District and any staff working with WLCS or District, the District shall include any trademark notice, copyright notice, or other legal notice required by WLCS at its sole discretion and the District shall abide by all such WLCS provided uses.

The District shall not sublicense any rights under this MOU without the advance written approval of WLCS, which may be withheld in WLCS's sole discretion.

The District shall ensure its staff, employees, agents, students and assigns are aware of and abide by the rights and restrictions granted herein.

Ownership of Intellectual Property. The District agrees that: (a) no right, title or interest in the WLCS information, instruction and materials or WLCS proprietary marks, or any other intellectual property of WLCS conveys to the District, except for the right to use such materials and marks in accordance with the terms herein; (b) the WLCS information, instruction and materials and the WLCS proprietary marks are the sole property of WLCS; and (c) any use by the District of the WLCS proprietary marks, instruction, information, materials and all goodwill derived therefrom, shall inure to the benefit of WLCS. The District agrees to notify WLCS promptly in writing of any known or suspected infringement of the WLCS proprietary materials or the WLCS proprietary marks, and to cooperate, at WLCS's request and expense, in any action to establish, protect, or preserve WLCS's exclusive rights in the WLCS proprietary materials, information, instruction and WLCS proprietary marks. District specifically agrees not to solicit, hire or seek to hire any WLCS staff, past or present.

Effect of Termination. In the event of expiration or termination of this MOU, the District will promptly discontinue use of all WLCS materials, information, instruction, and any WLCS proprietary marks. District will, within thirty (30) days after termination, destroy all materials using, embodying, displaying, or otherwise containing the WLCS materials or the WLCS proprietary marks, including those in the possession of the District.

Publicity/Press Release. WLCS may refer to and identify the program in a listing of new, representative, or continuing or prior customers in press releases, on its website, or in other marketing materials or dissemination of information. The Parties may agree to cooperate in joint marketing activities or in issuing a joint press release at the request of either of them, subject to prior written consent and approval of the form and substance by the Parties.

LIMITS ON LIABILITY AND DAMAGES: WLCS'S MAXIMUM LIABILITY AND OBLIGATION TO THE DISTRICT AND DISTRICT'S EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, COMMON LAW, NEGLIGENCE OR IN TORT, INCLUDING BUT NOT LIMITED GROSS NEGLIGENCE, RELATING TO THIS MOU OR SERVICES PROVIDED UNDER THE TERMS OF THIS MOU SHALL BE LIMITED TO THE RECOVERY OF ACTUAL DIRECT DAMAGES, UP TO THE AMOUNT OF FEES PAID BY DISTRICT TO WLCS UNDER THE TERMS OF THIS MOU IN THE PRIOR SIX (6) MONTHS AND DIRECTLY RELATED TO THE CAUSE. IF THE CLAIM INVOLVES ONE STUDENT, ALL DAMAGES SHALL BE LIMITED TO NOT EXCEED THE SEAT FEES PAID FOR THAT STUDENT BY THE DISTRICT IN THE PRIOR SIX (6) MONTHS.

CONSEQUENTIAL DAMAGES: NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOST SAVINGS, LOST PROFITS, LOST SALES, BUSINESS INTERRUPTIONS, DELAY DAMAGES, DAMAGES FOR THIRD PARTY CLAIMS, LOST OR DESTROYED DATA, EVEN IF THAT PARTY

HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER OCCASIONAL SHORT-TERM INTERRUPTIONS OF SERVICE OR PRODUCTS, WHICH ARE NOT UNREASONABLE UNDER COMPARABLE INDUSTRY STANDARDS OR INTERRUPTIONS OF SERVICE OR PRODUCTS RESULTING FROM EVENTS OR CIRCUMSTANCES BEYOND WLCS'S REASONABLE CONTROL SHALL BE CAUSE FOR ANY LIABILITY OR CLAIM AGAINST WLCS HEREUNDER, NOR SHALL ANY SUCH OCCASION RENDER WLCS IN BREACH OF THIS AGREEMENT.

ASSIGNMENT: Except as otherwise provided in this MOU, neither Party may assign or delegate any rights or obligations under this MOU without the prior written consent of the other Party provided; however, WLCS may assign all of its rights and obligations under this MOU to any affiliate, acquiror, or successor in interest to the extent not otherwise expressly prohibited by applicable law. WLCS may delegate the performance of its duties hereunder to any person, contractor or entity but WLCS shall be responsible for the performance, in accordance with the terms of this MOU, of any services performed.

INSURANCE:

Liability Coverage. Each Party will initiate and maintain throughout the term of this MOU, at its own expense, insurance in accordance with the laws, regulations or specifications pertaining to them or, at a minimum, sufficient insurance coverage to address any potential issue related to the terms of this MOU.

Insurance Coverage No Limitation on WLCS's Rights. The District's insurance will be the primary coverage and any insurance WLCS may purchase shall be excess and non-contributory for all claims directly related to actions or omissions of the District. WLCS's insurance will be primary coverage and the District's insurance coverage shall be in excess and non-contributory for all claims directly and solely related to actions of WLCS. Nothing required herein shall be construed to impose any limitation on a Party's indemnification obligations or rights except as expressly set forth herein.

Cooperation. All Parties will comply with any information or reporting requirements required by the other Party's insurer(s), to the extent reasonably practicable.

ENTIRE AGREEMENT:

a. This MOU constitutes the complete and entire understanding between the Parties hereto. No other promises, representations, or agreements shall be binding unless in writing and signed by the Parties.

b. This MOU cannot be altered, amended, modified or supplemented in any respect, except by a writing duly executed by all Parties to the MOU.

c. The Parties agree and understand that in respect to each other, each is responsible for their own costs, expenses and attorney's fees in negotiating the terms of this MOU.

This MOU including any such attachments constitutes the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all previous and contemporaneous oral and written negotiations, commitments, agreements, warranties, representations and understandings. The Parties understand and acknowledge that the terms of this MOU shall be governed solely by the terms contained herein this MOU, and that no other agreements, writings, communications or conversations will be considered by any adjudicating body in evaluating the interpretation of this MOU.

SEVERABILITY: In the event that any court or legally recognized entity with enforcement authority determines that any provision of this MOU is unenforceable, the provision at issue shall be enforced to the maximum extent permitted, and all other provisions shall remain in full effect.

CHOICE OF LAW: The Parties hereto agree, consent and acknowledge that this MOU shall be governed by, adjudicated under the jurisdiction of, and construed in accordance with the state laws of Kentucky; and, that venue shall rest solely in Frankfort, Franklin County, Kentucky state courts, without reference to or consideration of any conflicts of laws principles. All Parties acknowledge, understand and agree that selecting Frankfort, Franklin County, Kentucky state courts and Kentucky state law may involve waiving certain rights and all Parties do so voluntarily and without reservation.

COSTS OF ENFORCEMENT: The Parties hereto agree that if this MOU is breached, the breaching party shall save and hold harmless the non-breaching Party from any and all claims, costs, and expenses including, but not limited to, reasonable attorneys' fees incurred as a result of the breach. Further, the Parties agree that if either Party causes injury or damages, directly or indirectly/intentionally or negligently, in relation to performance of the terms of this MOU, the Party causing said injury or damages shall save and hold harmless the other Party from any and all claims, costs, and expenses including, but not limited to, reasonable attorneys' fees incurred as a result of the injury or damages.

AUTHORIZATION TO ACT: The Parties hereto warrant that they are authorized and empowered to execute this MOU on behalf of the entity for which they have signed this MOU.

SURVIVAL OF TERMINATION: All representations, warranties, confidentialities and indemnities expressly made in this MOU will survive termination of this MOU.

INTERPRETATION: The Parties hereto acknowledge and agree that the terms and provisions of this MOU, shall be construed fairly as to all Parties hereto and not in favor of or against a Party, regardless of which Party was generally responsible for the preparation of this MOU.

COUNTERPARTS: It is understood and agreed by the Parties hereto that this MOU may be executed in identical counterparts, each of which shall be deemed and recognized as an original for all purposes but all of which will constitute one and the same instrument. Each Party may rely on an electronic or PDF signature page as if such pages were originals. Further, the Parties agree this MOU may be executed via DocuSign, which shall be legally recognized as the original document with the same legal force and effect.

HEADINGS AND CAPTIONS: The headings and captions appearing in this MOU have been included only for convenience and shall not affect or be taken into account in the interpretation of this MOU.

Signatures of Endorsement:

For We Lead CS, Inc.:

For the District:

Alicia J. Sells, Chief Executive Officer

Superintendent of Dayton Independent
Public Schools

Date

Date

Chairman of the Board of
Dayton Independent Public Schools

Date