

MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE KENTUCKY EDUCATION AND WORKFORCE DEVELOPMENT CABINET
AND
THE KENTUCKY DEPARTMENT OF EDUCATION

This Memorandum of Understanding (“MOU”) is entered into, by and between the Kentucky Education and Workforce Development Cabinet (“the First Party”) and the Kentucky Department of Education (“the Second Party” or “KDE”) to establish an agreement whereby each Party commits to creating a higher quality and more demand-driven, rigorous, and accountable system of career preparation.

WHEREAS, the First Party is a Partner Agency/Organization charged with the alignment and direction of workforce programs in Kentucky, including primary and secondary education, technical and career education, postsecondary education, and many state workforce agencies in the Commonwealth of Kentucky,

WHEREAS, the Second Party is the state agency charged with oversight over a sound state system of primary and secondary education in the Commonwealth of Kentucky;

NOW, THEREFORE, it is mutually agreed by and between the First and Second Parties that:

- I. This MOU is a non-financial agreement between the parties. This MOU will become effective March 1, 2016.
- II. Education (secondary and post-secondary), government, and employer communities must work collaboratively to create a system of career and technical education pathways that are aligned with the state’s regional industry sectors.
- III. The Second Party shall serve as the administrator of the grant and fiscal agent for phase one and phase two of the New Skills for Youth Initiative grants.
- IV. The First Party and the Second Party shall serve as co-facilitators to oversee the implementation of phase one and phase two of the New Skills for Youth Initiative grants.
- V. Kentucky envisions a regionalized governance structure that supports the delivery of career and technical education and beyond.
- VI. The following benefits are anticipated as a result of this collaboration:
 - a. Stronger employer engagement by way of partnership with the Kentucky Workforce Innovation Board;

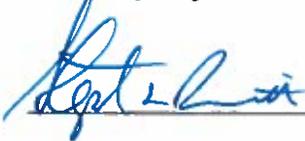
- b. Employer driven, unified career preparation, career pathway and sector strategy initiatives across the Commonwealth;
 - c. Development and/or refinement of rigorous and relevant pathways and certification opportunities;
 - d. Seamless transitions between secondary and post-secondary education, including opportunities for dual and articulated credit;
 - e. Increased pre-apprenticeship, apprenticeship and other work-based learning opportunities for students;
 - f. Alignment of local, state, federal and other funds to better support career pathways; and
 - g. Alignment of data as related to early childhood, secondary, post-secondary, and employment outcomes where possible.
- VII. The Parties commit to participate in all grant-related work that will lead to transformed systems, including a diagnostic assessment, collection of required metrics, design and implementation of a comprehensive career readiness plan, technical assistance, site visits, peer-to-peer activities, and an external evaluation.
- VIII. The Parties understand and agree the following expertise, time, and resources must be provided in order to advance and sustain New Skills for Youth goals:
- a. Monthly meetings of all grant partners;
 - b. Serve as a co-goal lead with the Kentucky Economic Development Cabinet and the Kentucky Labor Cabinet to provide real-time labor market data to refine career pathway development;
 - c. Provide facilitation assistance with all regional and/or local WDB meetings; and
 - d. Designate the KWIB to serve as the approving authority for all secondary level industry certifications for the purpose of school and district College and Career Readiness accountability.
- IX. The Parties agree to share both aggregate and case-level administrative data, to the extent possible and consistent with all state and federal privacy laws, for the purpose of evaluation.
- X. The Parties understand and agree that a portion of the project funds shall be used to support a clear leadership structure for the project, including involvement of sufficiently senior officials from across the K-12, post-secondary, and employer sectors.
- XI. The Parties understand and agree that the First and Second Parties and any other Executive Branch Agency Partner shall be bound by the requirements of KRS Chapter 11A's Code of Ethics for executive branch employees.
- XII. Either party may cancel the contract at any time for cause or may cancel without cause on 30 days' written notice.
- XIII. All questions to the execution, validity, interpretation, and performance of this memorandum of understanding shall be governed by the laws of the Commonwealth of Kentucky. Furthermore,

the parties hereto agree that any legal action which is brought on the basis of this agreement shall be filed in the Franklin Circuit Court of the Commonwealth of Kentucky.

XIV. This MOU shall constitute the entire MOU between the parties and supersedes any prior written or oral agreement. The terms and conditions of this MOU may be amended by mutual written consent of the parties.

By affixing signatures below, the parties agree that electronic approvals may serve as electronic signatures. In addition, the parties verify that they are authorized to bind this agreement between parties and that they accept the terms of the agreement.

Kentucky Department of Education:



Signature

Commissioner OFED

Title

STEPHEN L. PRUITT

Printed Name

3/2/16

Date

Partner Agency/Organization:



Signature

SECRETARY

Title

H.L. HERWER

Printed Name

3.2.16

Date