

**MEMORANDUM OF UNDERSTANDING**  
**BY AND BETWEEN**  
**THE KENTUCKY COUNCIL ON POSTSECONDARY EDUCATION**  
**AND**  
**THE KENTUCKY DEPARTMENT OF EDUCATION**

This Memorandum of Understanding (“MOU”) is entered into, by and between Partner Agency/Organization (“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 committed to creating a beneficial partnership that will strengthen career preparation for students of 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. The term of this MOU will be effective as of April 1, 2016.
- II. The Parties understand and agree that 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 to state regional workforce sectors.
- III. The Parties understand and agree that Kentucky envisions a regionalized governance structure that supports the delivery of career and technical education.
- IV. The Parties understand that this vision is broadly supported through Kentucky’s joint efforts of the Economic Competitiveness Agenda and was developed from Kentucky’s work with the National Governor’s Association Talent Pipeline Grant.
- V. The Parties understand and agree the following benefits are anticipated as a result of this collaboration:
  - a. Stronger employer engagement.
  - b. More unified 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 work-based learning opportunities for students.
  - f. Alignment of local, state, and federal funds to better support career pathways.
  
- VI. 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.
  
- VII. 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 the goal lead to identify refinement opportunities for CTE teacher certification programs that align to current and emerging career pathways.
  - c. Partner with the Kentucky Department of Education and the Kentucky Community and Technical College System to promote Kentucky's Dual Credit policy.
  - d. Promote the alignment of high-demand industry certifications and credentials to all of Kentucky's postsecondary institutions.
  
- VIII. 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.
  
- IX. The Parties understand and agree that a portion of the project funds will 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.
  
- X. The Parties understand and agree that the First Party 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.
  
- XI. KDE may cancel the contract at any time for cause or may cancel without cause on 30 days' written notice.
  
- XII. 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.
  
- XIII. 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:**

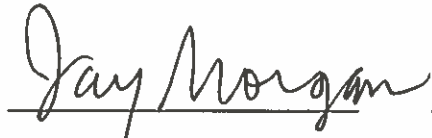
  
Signature

Commissioner  
Title

STEPHEN L PRUITT  
Printed Name

2/29/16  
Date

**Partner Agency/Organization:**

  
Signature

Vice President & Chief Academic Officer  
Title

JAY MORGAN  
Printed Name

2-18-16  
Date