

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

This Memorandum of Understanding (“MOU”) is entered into, by and between the Education and Workforce Development Cabinet (“the First Party” or “EWDC”) and the Kentucky Department of Education (“the Second Party” or “KDE”) to establish an agreement whereby each Party commits to creating and sustaining a demand-driven, regional, 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 of a sound state system of primary and secondary education in the Commonwealth,

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 shall be effective as of October 1, 2016 and shall remain in effect until written notice of termination is provided by either Party in accordance with Paragraph XI of this MOU.
- II. The Parties understand and agree that education (secondary and post-secondary), government, and employers must work collaboratively to create career pathways for students aligned to state regional workforce sectors.
- III. The Parties understand and agree a regionalized planning process, established and authorized by the Kentucky General Assembly, will increase access to high quality career preparation for Kentucky’s high-demand workforce sectors and occupations.
- IV. The Parties understand this vision is broadly supported by the Governor, Kentucky General Assembly, and Executive Branch leadership and was developed from Kentucky’s work with the National Governor’s Association Talent Pipeline Grant and JP Morgan Chase New Skills for Youth (“NSFY”) Grant.
- V. The Parties understand and agree the following benefits are anticipated as a result of this collaboration:
 - a. Utilization of one data set, provided by the Kentucky Center for Workforce Statistics (KCEWS), identifying Kentucky’s high demand workforce sectors and occupations and making that data available to all partners reduce fragmentation of information on which programming, funding, and policy decisions are made.

- b. Focused opportunities at the regional level will enable employers to regularly articulate workforce needs, including ongoing identification of high-need positions and integration of specific academic and technical skills into Sector Career Pathways Plans.
 - c. Dynamic Sector Career Pathways, aligned from Grades 6-14, or Grades 6-16 where applicable, and culminating in relevant work certifications will increase skill levels of individuals in Kentucky's Workforce Pipeline.
 - d. Well-defined pathways for taking and transferring Dual Credit courses will increase and accelerate degree completion in Kentucky colleges and universities.
 - e. Incentives for employers will increase work-based learning opportunities for students at the secondary level.
 - f. Alignment and integration of state and federal funds received by various state agencies will eliminate duplication of efforts, target resources to areas of greatest need in Kentucky's workforce pipeline, and streamline services for youth and adult learners..
- VI. The Parties commit to contribute to and participate in all work outlined in the 3-Year Strategic Plan developed for Phase II of the NSFY Initiative.
- VII. The Parties understand and agree the following expertise, time, and resources must be provided in order to advance the Commonwealth's goals:
- a. Attendance and participation in NSFY Implementation Team meetings.
 - b. Assistance in identifying and developing strategies to engage local employers.
 - c. Providing feedback from Partner's stakeholders for continuous development and improvement of Kentucky's career preparation strategies.
 - d. Assistance with marketing and communication of grant initiatives.
- VIII. The Parties agree to share 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 for incentivized planning and development of Regional Career Academies, and involvement of all NSFY Partners will be essential to successfully establish and integrate these regional programs into Kentucky's career preparation strategy.
- X. The Parties understand KDE is bound by the requirements of the KRS Chapter 11A Code of Conduct for Executive Branch Employees.
- XI. Termination of MOU.
- a. For Cause: Either Party may cancel participation in this MOU at any time for cause by providing written notification to the Commissioner of Education, Secretary of the EWDC, or their designated representative. Termination for cause shall be effective immediately upon receipt of the written notice by the Commissioner of Education, Secretary of the EWDC, or their designated representative.

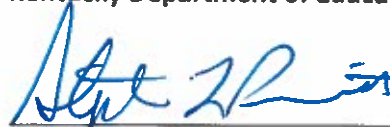
b. Without Cause: Either Party may cancel participation in this MOU without cause by providing 30-day written notification to the Commissioner of Education, the Secretary of the EWDC, or their designated representative. Termination without cause shall be effective 30 days after receipt of the written notice by the Commissioner of Education, Secretary of the EWDC, or their designated representative.

XII. All questions to the execution, validity, interpretation, and performance of this MOU shall be governed by the laws of the Commonwealth of Kentucky. Furthermore, the Parties hereto agree that Franklin Circuit Court of Kentucky shall be the venue for any legal action arising from or related to this MOU.

XIII. This MOU shall constitute the entire agreement 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 electronic approvals may serve as electronic signatures. In addition, the Parties verify that they are authorized to enter into this MOU and accept each and every term contained herein.

Kentucky Department of Education:



Signature

Commissioner

Title

Stephen L. Pruitt

Printed Name

10/10/16

Date

Education and Workforce Development Cabinet:



Signature

SEC.

Title

H.L. HEINZE

Printed Name

October 6, 2016

Date