

MEMORANDUM OF UNDERSTANDING

Between

Kentucky Council on Postsecondary Education,

Kentucky Department of Education,

and

Kentucky Community and Technical College System

This Memorandum of Understanding (Agreement) is made between the Kentucky Council on Postsecondary Education (CPE), the Kentucky Department of Education (KDE), and the Kentucky Community and Technical College System (KCTCS).

WHEREAS, the parties enter into this Agreement for the purpose of (1) developing and implementing a statewide standardized articulation agreement between public colleges and universities and the Kentucky Department of Education for each approved high school career pathway that leads to a postsecondary credential, certification, license, or degree; (2) shortening the time necessary for a student to complete the requirements for obtaining a degree; (3) broadening the scope of curricular options available to students, and (4) increasing the depth of study available for a particular subject.

WHEREAS, KDE, CPE and KCTCS will maintain relationships that will permit continued development, refinement and implementation of all components of the program, including evaluation, marketing, counseling, recruitment and retention plans.

WHEREAS SB 101 (2020) amended KRS 164.2951 to require CPE to facilitate the implementation of a standardized articulation agreement for each approved high school career pathway to be honored at public colleges or universities. See KRS 164.2951(2)(o).

NOW, THEREFORE, the parties do enter into this Agreement for the purpose and period specified below.

SECTION ONE: TERMS OF THE AGREEMENT

The parties agree that articulated credit for prior learning shall be awarded, and shall appear on the student's college transcript, provided a participating student completes the criteria established by KCTCS that is aligned with the state approved career pathways outlined in the most current version of the Kentucky Department of Education, Office of Career and Technical Education's Career and Technical Education Program of Studies High School. The established criteria shall be agreed upon by the KDE, CPE and the KCTCS.

There shall be no charge to students for any articulated credit awarded as part of this Agreement, either as a secondary student or when the student enrolls at a KCTCS college. Further, there shall be no fees charged for the transcription of these credits.

SECTION TWO: RESPONSIBILITIES

The responsibilities for each party in furtherance of this Agreement and the requirements of KRS 164.2951(2)(o) are as follows:

KDE shall:

- Validate the pathway standards and competencies to ensure articulated credit can be awarded based on outcomes.
- Collaborate regularly with the relevant KCTCS curriculum committees to ensure alignment to the secondary career pathways.
- Ensure the Career and Technical Education Programs of Study will encourage the integration of technical and academic content in a meaningful, applied way.
- Communicate changes recommended to pathways impacted by KCTCS articulation guides in accordance with the timelines established by the parties involved.
- Communicate to relevant public secondary school contacts the required actions for a student to qualify for articulated credit based on their program of study.
- Provide a specific point of contact and how to update the contacts when applicable.

CPE shall

- Provide oversight of this Agreement to ensure compliance by all parties and that the intent of KRS 164.2951(2)(o) is upheld.
- Promote consistency of the KCTCS articulation guides.
- Communicate the existence of the KCTCS articulation guides through the CPE website and other media to promote opportunities for students.
- Provide a specific point of contact and how to update the contacts when applicable.

KCTCS shall

- Collaborate with KDE to review secondary career pathway standards, competencies and assessments to determine opportunities for articulated postsecondary credit.
- Ensure that institutional policy supports articulated credit from public secondary career and technical education programs.
- Ensure articulated credit is properly documented on the postsecondary transcript in accordance with this Agreement.
- Provide KDE with current primary points of contact to be published for general inquiries related to this Agreement and for notifying KDE when updates are required.
- Communicate opportunities for high school articulation through internal and external channels (such as website, guidance documents, etc.).
- Notify the KDE and CPE of any necessary modification or termination of a KCTCS articulation guide and establish timelines for such actions.
- Regularly review current KCTCS articulation guides and explore new opportunities for articulated credit.
- Publish additional guidance on articulation for specific programs using the established mechanisms of Shared Governance, In accordance with Board of Regents Policy 1.4.

SECTION 3: REVIEW PROCESS AND AMENDMENTS

This Agreement may be amended at any time through mutual consent of all parties, providing the amendment is in writing and signed by all parties to the agreement prior to the effective date of the amendment. The Agreement shall be reviewed for revisions and amendments no less than every three years.

SECTION 4: TERM

This Agreement shall be effective upon execution by all parties and remain in effect until such time as it is canceled by any party in writing upon ninety (90) days written notice.

SECTION 5: CHOICE OF LAW AND FORUM

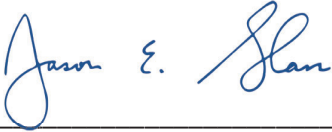
The laws of the Commonwealth of Kentucky shall govern all questions as to the execution, validity, interpretation, construction, and performance of this agreement or any of its terms. Any suit, action or other proceeding regarding the execution, validity, interpretation, construction, or performance of this agreement shall be filed in the Franklin Circuit Court of the Commonwealth of Kentucky.

APPROVED:



Aaron Thompson
President
Kentucky Council on Postsecondary Education

06/09/2022
Date



Jason E. Glass, Ed.D.
Commissioner of Education & Chief Learner
Kentucky Department of Education

06/15/2022
Date

DocuSigned by:

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Paul Czarapata
President
Kentucky Community and Technical College System

6/21/2022
Date