

Muhlenberg Job CorpsCenter
3875 State Route 181 N
Greenville, KY 42345
(P) 270.377.5460
(F) 270.377.3615



MEMORANDUM OF UNDERSTANDING

With the

Hopkins County Board of Education
320 S. Seminary St
Madisonville, KY 42431

And

Muhlenberg Job Corps Center
3875 State Route 181 N
Greenville, KY 42345

2024-2025

COOPERATIVE AGREEMENT
Between
Hopkins County School District and Muhlenberg Job Corps Center

This agreement is made and entered into as of the 1st day of July, 2024 between the Muhlenberg Job Corps Center, hereinafter referred to as the “Center”, and the Hopkins County School District, hereinafter referred to as the “District”.

Recitations:

- A. The Center is a Job Corps Center established in Greenville, Kentucky under the Job Training Partnership Act (29 U.S.C. § 1691, et seq.).
- B. The District is the Hopkins County School District located in Madisonville, Kentucky and serving students in Hopkins County.
- C. The Center is established and maintained as a residential facility wherein economically disadvantaged young men and women participate in intensive programs of education, vocational training, work experience, counseling and other activities so that they might become more responsible, employable and productive citizens.
- D. The District operates and maintains a public education program which includes a full range of educational services to high school age youth who are residents of the District.
- E. Many of the young men and women enrolled in the Center’s program have qualified or are expected to qualify under Kentucky law as residents of the District.
- F. The Center wishes to enter into a partnership with the District to allow concurrent training opportunities for District students who meet Job Corps enrollment eligibility requirements.
- G. Concurrently enrolled students will maintain high school enrollment within the District while enrolling in a Career and Technical Training Program at the Center.
- H. In accordance with Job Corps Policy, concurrently enrolled students will:
 - a) Complete all Career Preparation Requirements including developing a Career Pathway Plan with the MyPACE platform.
 - b) Complete all health services requirements.

- c) Receive all Job Corps services as afforded to all students
- d) Will receive counseling, evaluations of their progress, and updates to their Career Pathway Achievement Records.
- e) Will receive the full benefit for academic, employability and social skills training
- f) Have an equal number of training days, regardless of the District's holiday and break calendar, as other Center students.

I. In accordance with Job Corps Policy, the Center will:

- a) Make provisions for reasonable accommodations for students with disabilities as required and appropriate
- b) Receive and maintain regular progress and attendance reports from the District
- c) Provide career transition readiness services prior to graduation and career transition services after graduation

Now, therefore, in consideration of the premises, the parties agree as follows:

1. Program Description – Standards: The District and the Center shall maintain accreditation. The District will ensure that their high school program meets Kentucky Department of Education Program of Studies Standards while the Center will remain in compliance with Department of Labor and National Office of Job Corps policies and procedures. The partnership will be maintained as an open-entry/open-exit program.
2. Student enrollment will be contingent upon meeting minimum skill qualifications as required. For continued enrollment and completion, students must adhere to Job Corps standards of behavior and conduct.
3. Following successful completion of the Job Corps Electronic Training Achievement Record (ETAR) specific to each vocational area, students will receive documentation verifying said achievement.
4. Concurrently students will be eligible to earn industry (sponsored) credentials and/or certifications as applicable.

5. School Calendar: Concurrently enrolled students must participate in classes a full instructional day either at the Center or the District each calendar day designated as a Job Corps. The extended school program will be operated an additional 65 days beyond the District's school year and may include summer internship / work-based learning opportunities for local (non-residential and dual/co-enrolled) students of the District; such placements shall meet the general requirements of ETAR competencies common to all trades and/or include the pursuit of additional performance-based academic credits. Classes will not be held during Job Corps established holidays and/or non-training days. An instructional day will be defined as six hours of instruction.
6. Responsibilities: The parties shall have the following specific responsibilities:

The Center will:

- i. Assist and consult with the District in its planning, development, operation and evaluation of academic programs.
- ii. Supply detailed educational and other records of students as may be required for the operation of public schools by state or federal law.
- iii. Provide on-center course opportunities in the trades of Heavy Equipment Operator, Heavy Equipment Mechanic, CDL Class B Truck Driving, Material Handling and Distribution, Welding, Home Health Aide/Nurse Assistant, Certified Medical Assistant and Pharmacy Technician. Those trade programs in which students are required to be 18 years old will be open only to those students meeting age requirement within their first 90 days of enrollment, or at the discretion of Center management. This includes: Heavy Equipment Operator, Heavy Equipment Mechanic, CDL Class B Truck Driving, and Certified Medical Assistant.
- iv. Provide TABE reading and mathematics achievement testing for assisting in the recruitment of District/local students, as well as the placement of such students using the Analysis of Difficulties/Profile Chart and at no cost to the District.
- v. Remain ultimately responsible for the students' general welfare while on campus.
- vi. Provide that all vocational educational program facilities within the program meet OSHA requirements.

- vii. Provide the District with quarterly progress reports relating to student achievements in Center CTT programs.
 - viii. Provide the District with a reporting of membership and daily attendance & other information on concurrently enrolled students.
 - ix. Maintain CTT instructional staff as employees/subcontractors of the Center
 - x. The Center will exercise its supervisory authority over staff and students so as to foster and support implementation of applicable District policies and procedures.
- b. The District will:
- i. Assist in designing an Individual Learning Plan (ILP) for each co-enrolled student enrolled as needed and maintain record progress on such ILP. Provide a high school diploma program of quality instruction which meets or exceeds the minimum graduation requirements as specified by the Kentucky Department of Education.
 - ii. Exercise authority over and maintain supervisory and management control of any programs designed that may result in a diploma being issued by the District.
 - iii. Assist the Center in program planning, development, operation and evaluation as needed and requested. Maintain and record progress with regard to providing accommodations to students as federal regulations may require.
 - iv. Cooperate with the Center in screening applicants for co-enrollment regarding eligibility and compliance with Center guidelines.
 - v. Inform school districts within Kentucky of the opportunity for students to take advantage of the program and services offered by this agreement.
 - vi. The District will administer all required state assessments to the students who qualify to be tested.
- c. Concurrently enrolled students will:
- i. Be students of Hopkins County Schools who qualify for admission.

- ii. Attend Career Technical Training classes from 12:30 -3:30 daily.
 - iii. Be subject to all rules and regulations of the Center while enrolled; likewise, they will be eligible for all Center benefits.
 - iv. Be responsible to sign-in daily, attend assigned classes and be regular in attendance. The Center attendance policy follows that of the Job Corps Policy and Requirements Handbook (PRH) in which an unaccounted absence will result in an Unauthorized Absence. Accumulated Unauthorized Absences of 7 consecutive absences or 13 absences in a rolling six (6) month period will result in separation from the Job Corps program.
 - v. Be responsible to notify their Center Counselor if they are to be absent from the Center prior to 9am.
 - vi. Be counted excused by the Center should they participate in a required school related field trip.
 - vii. Be granted permission to take part in off-center training related field trips, provided prior Board approval is obtained. The student shall be counted present in these situations.
7. District Revenue Allocations: Anything herein to the contrary notwithstanding, the District shall not be required, in order to fulfill its responsibilities pursuant to this agreement, to fund the Muhlenberg program from local tax revenues. Muhlenberg Job Corps Center will not accrue nor utilize any local tax generated funds.
8. Terminations/Amendments: This agreement shall remain in effect from July 1st through June 30th each succeeding year unless terminated as follows:
- a. At the option of either party by written notice given to the other party at least 60 days prior to the effective dates of termination. However, any unexpired term will be completed prior to contract termination.
 - b. This Cooperative Agreement may be supplemented, amended, or modified by written agreement of the parties hereto.
 - c. The ability of the parties to fulfill their contractual obligations is contingent upon funds being available. In the

event such funds are not available, or are insufficient to carry out the purposes of this agreement, each party agrees to release the other parties from the obligations hereunder.

9. General Provisions:

- a. **Governing Law:** This agreement shall be governed by and construed in accordance with the laws of the State of Kentucky.
- b. This agreement is contingent upon and subject to the approval of the Department of Labor (DOL).
- c. No member or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise there from unless it be made with a corporation or company for its general benefit.
- d. The parties hereto agree to comply with Title VI (Section 601) of the Civil Rights Act of July 2, 1964 (78 Stat 241), as amended, which provides that “No person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied the benefit of, or be subject to discrimination under any program of activity receiving Federal financial assistance,” and shall require an identical provision to be included in all subcontracts.
- e. **Invalidity:** If any clause or provision of this agreement is determined to be illegal, invalid or unenforceable under present or future laws, then it is the intention of both parties that the other term and provisions of this agreement shall not be affected thereby.
- f. **Caption:** Article titles and paragraph titles or captions contained in this agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend, or describe the scope of this agreement or the intent of any provisions thereof.
- g. **Pronouns:** All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person, persons, entity or entities may require.

Dated as of the _____ day of _____, 2024

Muhlenberg Job Corps Center

Hopkins County School District

Center Director

Superintendent