Articulation Agreement

Kentucky Department of Education

And

International Union of Operating Engineers, Local 181 Joint Apprenticeship Training Program

The Kentucky Department of Education (KDE) and the International Union of Operating Engineers, Local 181 Joint Apprenticeship Training Program (hereafter "Program") enter into this Articulation Agreement on August 15, 2025. KDE and the Program will work together to provide postsecondary opportunities for the Career & Technical Education (CTE) students with the Program.

General Agreement

The parties agree that **Direct Interview** will be awarded as follows, with the Program, provided a participating student:

- 1. Meets apprenticeship eligibility criteria;
- 2. Has earned a high school diploma as prescribed by Kentucky law;
- 3. Provides an instructor recommendation;
- 4. Completes the Heavy Equipment TRACK Pathway.

The parties further agree that **Direct Entry** into the First Year of the Program, and a starting wage of "Pay Period One" as determined by the current Apprenticeship Pay Scale, will be awarded as follows, with the Program, provided a participating student:

- 1. Meets apprenticeship eligibility criteria;
- 2. Has earned a high school diploma as prescribed by Kentucky law;
- 3. Provides an instructor recommendation;
- 4. Completes the Heavy Equipment TRACK Pathway;
- 5. Receives the TRACK Industry Certificate for Heavy Equipment.

The parties further agree:

- That the KDE personnel and the Program will strive to maintain relationships that will permit continued development, refinement, and implementation of all components of the program, including evaluation, marketing, counseling, recruitment, and retention plans.
- Neither KDE or the Program shall discriminate against any applicant or student on the basis of race, creed, color, sex, age, marital status, disability, national origin or any other classification protected by Federal or applicable State constitutional/or Statutory Laws.
- That this agreement is exclusive to KDE and the Program, and no assurance is given that
 courses awarded credit through this agreement will transfer to any other post-secondary
 institution.

Program Responsibilities

The Program shall be responsible for:

• Maintaining a United States Department of Labor federally registered apprenticeship

- program that remains in good standing.
- Tuition and other fees for courses shall be outlined in writing and provided to each student prior to enrollment.

CTE Program Responsibilities

Kentucky Department of Education

Kentucky Department of Education

- Promoting articulated credit opportunities among qualified high school students, parents, and high school faculty.
- Scheduling at least one classroom visit per year with a representative of the apprenticeship program.

Duration of Review

This Articulation Agreement shall be effective from the date of affixing signatures and is subject to annual review by all parties of signature. Any changes must be written and reflected in a new agreement. If no changes are indicated by the annual review, continuance of this Agreement will remain in effect until terminated. Either party may terminate this agreement immediately for cause or may terminate without cause on 30 days written notice. In the event this agreement is terminated, students who are impacted shall have the opportunity to obtain credit according to the terms herein.

This agreement shall become effective immediately and shall continue until termination as provided herein. This Agreement shall be governed by and construed in accordance with Kentucky law. 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. This Agreement shall be subject to the general bylaws and/or policies or procedures of the entities entering into this Agreement that impact its subject and purpose. This Agreement shall not be modified or amended except in writing and signed by both parties. All attachments hereto shall be considered part of this Agreement. This Agreement further shall not be assigned without the express written consent of the parties.

In testimony thereof, witness the duly authorized signatures of the parties hereto:

Dr. Robbie Fletcher
Commissioner of Education

08/15/2025

Date

Operating Engineers Local 181 Joint Apprenticeship and Training Program

Mike Embry 7/31/2025

Mike Embry Date

Administrator

IUOE Local 181

JATP