

197.292 Memoranda of agreement between department and Kentucky Community and Technical College System -- Duties and responsibilities of department -- Duties and responsibilities of KCTCS -- Limitation.

- (1) The memorandum of agreement required under KRS 197.290 between the department and the Kentucky Community and Technical College System (KCTCS):
 - (a) Shall establish the duties and responsibilities of each party; and
 - (b) May be amended by the parties as necessary, including the addition of terms not required under this section, to meet the needs of the program.
- (2) The duties and responsibilities of the department shall include:
 - (a) Establishing rules of conduct for inmates participating in the program and maintaining decision-making authority related to any disciplinary action for violations of the rules established under this paragraph;
 - (b) Marketing the program across correctional facilities throughout the Commonwealth with inmates who may meet eligibility requirements;
 - (c) Providing training for each college employee entering the facility or communicating with an inmate, including necessary training related to safety, security, and relevant policies and procedures;
 - (d) Providing training for each college employee entering the facility or communicating with a participating inmate virtually or in a distance format;
 - (e) For the training required under paragraphs (c) and (d) of this subsection, providing modules related to:
 1. Safety, security, and related policies and procedures;
 2. The Prison Rape Elimination Act, 34 U.S.C. sec. 30301 et seq.;
 3. Maintaining professional boundaries; and
 4. The use of core correctional practices to effectively respond to behavior;
 - (f) Providing KCTCS with necessary data to operate the program, including:
 1. The transfer and release dates of inmates participating in the program as required by the United States Secretary of Education under 34 C.F.R. sec. 668.239;
 2. A roster of inmates approved for the program to be submitted to the college's designated office for each term;
 3. Grades and course completions entered into the Kentucky Offender Management System;
 4. Information to determine the last day of attendance; and
 5. Information to assist in tracking graduates post-release;
 - (g) Helping to facilitate required verification, identification, and financial aid documents with identified federal agencies for participation in the program;
 - (h) Providing operational support to successfully carry out the program, including:
 1. Adequate security staffing to support the inmates participating in the program at the KCTCS Prison Education Program campus and

- collaborating with external partners on reentry services;
- 2. Office space, copier access, and utilities at no cost to KCTCS;
- 3. Clear processes and systems to pay for education expenses, for use by inmates participating in the program;
- 4. Background checks of all KCTCS employees using the department's approved vendors and processes;
- 5. Maintenance and replacement of learning technology onsite to ensure continuity in the learning environment when technology malfunctions, including the use of department-issued tablets; and
- 6. Facilitating the purchase and acquisition of class supplies at the beginning of each academic term and charging the cost, along with books, to the participating inmate's financial aid account; and
- (i) Participating in joint meetings between the department and KCTCS to review program outcomes, security issues, and facility updates each term.
- (3) The duties and responsibilities of KCTCS shall include:
 - (a) Establishing rules of academic conduct for inmates participating in the program and maintaining decision-making authority related to any disciplinary action for violations of the rules established under this paragraph;
 - (b) Ensuring compliance with all applicable federal, state, and local laws related to student privacy and department security procedures;
 - (c) Maintaining all instructional equipment that is provided by KCTCS within the facility, outside of learning technology that is part of the prison environment;
 - (d) Providing marketing support for the program, including:
 - 1. Brand guidelines;
 - 2. Program information;
 - 3. Transfer pathways; and
 - 4. Public relations requests related to the program;
 - (e) Developing and distributing a specific catalog or similar publication describing available programs, services for inmates participating in the program, curriculum maps, and delivery options;
 - (f) Establishing and maintaining a companion website section to inform participating inmate's families, department partners, and community supporters about the campus programs;
 - (g) Managing partnership components pertaining to the educational status of participating inmates, including:
 - 1. Initial college application completion and other educational records required for admission;
 - 2. Academic records and materials to determine transfer credit and initial placement;
 - 3. Free Application for Federal Student Aid (FAFSA) completion and submission, including eligibility criteria and financial aid payment options;

4. Facilitation of financial aid payments for tuition, books, and supplies on behalf of the participating inmate, ensuring no direct disbursements to the inmate;
 5. Orientation for participating inmates each term addressing:
 - a. College policies and procedures;
 - b. Program requirements;
 - c. FAFSA and payment plans;
 - d. Code of student conduct and college student expectations; and
 - e. Available support services;
 6. Completion of graduation application and transfer enrollment if desired;
 7. Instructional materials that comply with the facility requirements of the department; and
 8. Quality assurance processes, including:
 - a. Course evaluations;
 - b. Performance of the participating inmate;
 - c. Syllabi review; and
 - d. Faculty observation;
- (h) Providing and managing staffing related to the academic components of the program, including:
1. Qualified and credentialed in-person and online instructors for coursework; and
 2. Admissions, financial aid, advising, online library, tutoring, veteran support, transcript collection, and academic support services on-site at the facility;
- (i) Ensuring compliance with requirements of the Southern Association of Colleges and Schools Commission on Colleges and requirements of the Department of Education for the program;
- (j) Providing graduation ceremonies on-site; and
- (k) Working with the department and external partners to match inmates who have completed the program with employers and collecting and reporting job placement and data transfer on an annual basis.
- (4) The department and KCTCS shall negotiate the responsibility for the cost of licensing and certification examinations if required by an academic program offered in the facility.
- (5) This section shall not be interpreted to:
- (a) Create or confer upon any inmate any private right or benefit; or
 - (b) Limit the discretion of the department in determining and maintaining operational and security requirements of the department.

Effective: July 15, 2026

History: Created 2026 Ky. Acts ch. 64, sec. 2, effective July 15, 2026.