**Memorandum of Agreement Template
Noncredit Community-Based Training to Credit-Based College Program Articulation Agreement**

Introduction to the Template

This template provides sample language and appendix items that can be used to develop a Memorandum of Agreement (MOA). This template was created after reviewing various articulation agreements from partner states and/or higher education institutions. The template is not meant to be used verbatim but rather to offer sample language that can be modified to meet your unique articulation needs. As such, several options are offered under each section. Specific language choices will occur as the MOA is developed and agreed upon by both parties.

Key Stakeholders

Key stakeholders refers to those who have legal authority and responsibility for implementing the agreement. The key stakeholders for noncredit community-based training to credit-based college program articulation agreements are the education or training organizations offering noncredit coursework, the colleges or universities awarding credit for the noncredit coursework, and the state agencies that regulate and approve both programs.

In some cases, additional stakeholders are invited to provide input into the work. These can include trainers and college faculty, students, staff of professional associations, employers, professional development system staff, policy analysts, and early childhood education advocates.

State Context

Noncredit courses for early childhood professionals are often developed and delivered under training approval guidelines developed at the state level. In addition, a completion credential may be offered by an approved training organization or the state. States should maintain a list of noncredit courses and programs, including those that have gone through the state’s approval process, because the articulation of these types of professional development may be addressed in training approval policies and agreements.

In some instances, noncredit to credit articulation agreements for required, state-approved training may be negotiated statewide between state training approval systems and higher education systems. In that case, there may be no need for MOAs between individual secondary and postsecondary education institutions; however, the content of a statewide agreement will still address the requirements of each partner, the requirements of students, and quality assurances.

Purpose and Background

This section provides sample language that can be used or adapted to address the purpose and background of the agreement. Options vary according to the type of agreement or partner organizations involved. Not all of the following language will be needed; you will need to choose which language best addresses the purpose of your agreement.

* This document confirms that [name of college/university] agrees to recognize the [training organization name]\* Child Development Associate™ (CDA) credential preparation program as worthy of three (3) Life Experience [or Prior Learning Assessment] credits.
* This MOA between [training organization name] and [name of college/university] establishes a partnership to provide access to credit-based education opportunities for students who are enrolled in the [degree program name] at [name of college/university] and have completed the [training organization name] coursework that was pre-evaluated by the National Collegiate Credit Recommendation Service (NCCRS).
* [Name of entity] and [name of entity] seek to strengthen career pathways for early childhood teachers by giving credit for life experience and prior learning assessment as an appropriate part of degree completion.

\*Note that the Council for Professional Recognition is currently developing gold standards for professional training organizations to vet them against current CDA™ requirements. Entities developing articulation agreements with CDA™ credential preparation programs may want to consider this as part of their articulation agreements.

Partners and Responsibilities

This section provides options for sample language that can be used or adapted to address the partners and their responsibilities in the agreement. Options vary according to the type of agreement or partner organizations involved. Not all of the following language will be needed; you will need to choose which language best addresses the purpose of your agreement.

[Both or all] Parties agree to the following terms and provisions:

Student Criteria

* The student must:
* Complete the [name of training program identified in section I] program at [training organization listed above].
* Submit a certificate of completion [from training organization, a current CDA™ credential or state early childhood credential] completed no earlier than [earliest date accepted]. The certificate must include [specific course titles, course hours, completion date and evidence of satisfactory performance on assessments].
* Be currently enrolled at [college/university name], be accepted into the [name of degree] program, and have earned no less than a C in no more than one course.
* Work with advisors at [college/university name] to plan for successful degree completion.

Partnership Roles and Responsibilities

* Each Party will:
* Designate an individual to serve as the liaison to administer this Agreement. This person shall have the authority to administer the interests of the Party that she/he represents in pursuit of the terms and provisions hereof.
* Encourage and maintain a high degree of cooperation between their staff members in the implementation of the terms and provisions of this Agreement.
* Inform each other of changes in training and degree programs, academic standards, and admission or completion policies, as they are made. The [name of receiving college/university] reserves the right to terminate this Agreement in the event of any material changes to the noncredit training program.
* Communicate promptly any changes in curriculum, admission or completion requirements, policy, resident credit requirements, accreditation status, or anything else that could affect this Agreement.
* Provide students with recruitment specialists, advisors, counselors, or coaches who will inform students of the articulation protocol established in this Agreement; advise students to ensure a successful transfer; and assist in the transfer process. The [name of receiving college/university] will provide information for transfer students on its website and written materials for ongoing dissemination to students who express interest in this transfer opportunity.
* Provide an Internet link to each organization’s website and grants authorized use of branded logo for the purpose of promoting the transfer agreement. Prior written approval must be obtained before any Party’s logo may be used to promote the affiliation for any other purpose.
* Cooperate in communicating with each other and with all common and respective communities concerning this relationship. Whenever possible, press releases and public statements concerning or characterizing this Agreement will be jointly reviewed and agreed to by staff designated here.
* Recognize the partner institution’s program on each institution’s website and via other marketing and publicity methods.
* Develop and disseminate agreed upon degree plans that identify which required and elective associate or baccalaureate courses are waived based on this Agreement and which need to be completed for each degree and track within degrees included in this Agreement. These degree plans will be reviewed and updated as needed every [number decided upon in negotiations] years.
* Maintain an online transfer guide that includes course equivalencies, transfer requirements, and transfer contact information. This guide will be reviewed during periodic reviews of this Agreement.
* Provide information about process and procedure for student appeals.

Administrative and Compliance Provisions

This section provides options for sample language that can be used or adapted to address the administrative and compliance provisions of the agreement. Options vary according to the type of agreement or partner organizations involved. Not all of the following language will be needed; you will need to choose which language best addresses the purpose of your agreement.

Applicable Policies, Procedures, Laws, and Regulations

* Implementation and interpretation of this Agreement will be consistent with applicable and mandatory policies and procedures established by the appropriate college accreditation bodies, the U.S. Department of Education, and other agencies that have jurisdiction over the operation of either institution. To the extent that any provision of this MOA is inconsistent with [state] law; applicable rules and regulations, including rules or regulations from the U.S. Department of Education; or the [state higher education board], this MOA will be considered null and void.
* Both Parties shall maintain their respective individual accreditation and state approval status [name specific institution and programmatic accreditations, such as regional, Council for the Accreditation of Educator Preparation (CAEP), National Association for the Education of Young Children (NAEYC), International Association for Continuing Education and Training (IACET), or Distance Education Accrediting Commission (DEAC) accreditation and state approvals relevant to this Agreement].
* This Agreement shall be governed by and construed in accordance with the laws of the State of [state].
* Student participation in this articulation protocol will be implemented in compliance with applicable federal, state, and local nondiscrimination laws and regulations.
* Both Parties recognize that they are bound to comply with the Family Educational Rights and Privacy Act of 1974 (Buckley Amendment) and any current amendments in the handling of educational records of students enrolled in their institutions.
* Specific activities that involve the transfer of money, services, or property between or among the Parties may require separate agreements or contracts to be executed.

Terms, Amendments, and Renewals

* All Parties agree to address challenges or disputes expeditiously.
* Periodic [annual, quarterly, or other] meetings will be scheduled to review progress and identify opportunities to advance this Agreement.
* In addition to ongoing responsibilities for communication and cooperation established here, [name of training organization] and [name of college/university] will review this Agreement every other academic year and will make reasonable adjustments and amendments as deemed appropriate to improve the transfer process and student articulation. Thus, this Agreement is a 2-year agreement.
* Either Party may terminate this Agreement by giving written notice to the chief administrative officer of the other institution at least 180 days prior to termination. Any termination of this Agreement shall not relieve either Party from completing obligations in progress prior to the effective date of the termination.
* [Name of college/university] and [name of training organization] agree that each is acting independently of the other, that they are not joint ventures, and that neither Party is an agent of the other.
* In the event this Agreement is revised or terminated, students currently enrolled on the effective date of termination shall be allowed to continue their programs in accordance with the terms and conditions in effect prior to the termination or revision of the Agreement.
* The Agreement is effective upon [execution by state officers or upon the date indicated in this official memorandum].
* This MOA supersedes any previous agreements.

Principal Contacts

This section provides options for sample language that can be used or adapted to address the principal contacts of the agreement. Options vary according to the type of agreement or partner organizations involved.

The partner organizations designate the following individuals as principal contacts regarding this Agreement. These contacts may be changed at any time through written notice to each partner contact and partner agency.

Name of agency #1:

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Designated contact person’s name, title, and affiliation:

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Name of agency #2:

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Designated contact person’s name, title, and affiliation:

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Partner Signatures

As needed, provide for partner signatures.

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Signature of president Date

[Individual’s name and title]

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Signature of president Date

[Individual’s name and title]

Attachments and Supporting Documents

Attachments and supporting documents should include any items referenced in the final agreement. These add context and rationale to the agreement and are useful for building collaboration and understanding among cross-sector stakeholders. The following checklist describes the attachments and supporting documents that may be included.

* Early childhood degree plans that note which courses are waived or deemed equivalent based on this Agreement and which will need to be completed after transfer. Include clear and transparent information for students about each degree and each track within the degrees covered in this Agreement
* Chart of training agency courses and related NCCRS recommended academic credits
* Statewide or institute of higher education early childhood career pathway guidance documents
* Links to programs offering student scholarships and other college entry and completion supports
* Links to applicable federal, state, and accreditation policies, laws, and regulations for institutions of higher education, public education, or early childhood training
* Links to state early childhood core knowledge and competencies and to state early childhood teacher preparation or training approval systems referenced in this Agreement
* Links to the National Association for the Education of Young Children (NAEYC) early childhood professional standards and the NAEYC higher education accreditation systems. (Programs preparing for “blended” early childhood and special education licensure should include links to both the NAEYC early childhood professional standards and the Division for Early Childhood’s [DEC] Recommended Practices.)
* NAEYC Early Childhood Associate Degree Accreditation: <http://www.naeyc.org/ecada>
* NAEYC Recognition of Baccalaureate and Graduate Degree Programs: <http://www.naeyc.org/ncate>
* NAEYC Standards for Early Childhood Professional Preparation: <http://www.naeyc.org/ecada/standards>
* DEC Recommended Practices: <http://www.dec-sped.org/recommendedpractices>
* Links to additional adult education accrediting agencies and credit review agencies. Examples follow:
* NCCRS: <http://www.nationalccrs.org>
* CAEP: <http://caepnet.org>
* DEAC: <http://www.deac.org>
* IACET: <http://www.iacet.org>
* Definitions/glossary