MEMORANDUM OF AGREEMENT

by and between

Bluegrass Community and Technical College

and

Lexington Fayette Urban County Government

PURPOSE: This Memorandum of Agreement (hereinafter Agreement) is made and entered into this <u>1</u> day of______, 2022 by and between Bluegrass Community and Technical College (hereinafter BCTC or the College), a college of the Kentucky Community and Technical College System (hereinafter KCTCS), with an address of 300 North Main Street, Versailles, KY, 40383, and the Lexington Fayette Urban County Government (hereinafter the Lexington Fire Department or the Fire Department), with an address of 200 East Main Street, Lexington, KY 40507.

ACCREDITATION STATUS: BCTC is accredited by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) to award certificates, diplomas, and associate degrees. The College will observe SACSCOC and KCTCS guidelines and procedures and will adhere to the requirements of reporting information to these and other agencies. The implementation of this Agreement is contingent upon approvals required under the Principles of Accreditation.

PURPOSE AND BENEFIT: BCTC and the Fire Department enter into this Agreement to set forth and ensure compliance with any and all terms and conditions of the participation of Fire Department personnel in college courses associated with the Fire Department Academy, with the opportunity for these personnel to earn BCTC credits that apply toward an Associate of Applied Science Degree. The Fire Department and KCTCS/BCTC agree that the participation of Fire Department personnel as proposed, described, and agreed upon within this Agreement provides mutual and valuable benefit to both parties.

COST: All recruits will be enrolled at the current approved in-state tuition rate. The Fire Department will make one lump sum payment to BCTC for the total tuition, fees and charges due based upon the number of students and credit hours enrolled, payable before the last day of class for each term/semester/cohort. The payment will be based on the current tuition and fees as referenced https://bluegrass.kctcs.edu/affording-college/tuition-costs/index.aspx. BCTC and the Fire Department agree that the payment will be made per class section for each cohort/group. Any cohort less than ten students will require additional payment to achieve the minimum enrollment of ten per class section. The Fire Department or students will be responsible for the purchase of books and class materials. The Fire Department may allow additional personnel (beyond the cohort/group of recruits) to enroll to meet the minimum enrollment. Any additional personnel enrolled will make payment directly to BCTC for their total tuition, fees, and charges. BCTC will use the enrollment numbers on the first day of class to verify the minimum enrollment per class section. BCTC and the Fire Department will work collaboratively to prepare an enrollment roster for each class to delineate the individual pay students and the Fire Department lump sum payment. Once enrollment in any course exceeds the enrollment cap, a new section can be requested by the Fire Department with the same minimum enrollment stipulations listed above.

The Fire Department will provide, at no charge to BCTC, instructors to teach all Fire Academy courses. These instructors shall meet all Lexington Fire Academy Instructor qualifications and requirements to provide instruction. The Fire Department shall provide proof of qualifications prior to instruction upon request by BCTC.

EFFECTIVE TERM OF AGREEMENT: The term of this Agreement shall commence on July 1, 2022 and end on June 30, 2023. Parties shall have an option to renew the MOA under the same terms and conditions set forth in this Agreement. Renewals shall be on an annual basis and must be in writing, signed by both parties. This Agreement may also be amended in writing, signed by both parties.

TERMINATION: Notwithstanding the above, either party may terminate this MOA with or without cause by giving the other party written notice of the termination at least 30 days in advance, provided that (i) all Fire Academy students or Fire Department employees enrolled in the cohort general education courses at the time of the notice of termination shall be given the opportunity to complete the then-current semester; and (ii) the Fire Department shall pay any monies owed to the College, including but not limited to monies owed for the enrollment of students prior to the notice of termination. Further, in the event of termination, the College shall apprise the Fire Department of any SACSCOC requirements, and the Fire Department shall comply with such requirements.

TERMS AND CONDITIONS OF PARTICIPATION IN COLLEGE COURSES:

- 1. BCTC and the Fire Department each will identify a liaison to work with the other agency for the purposes of this Agreement.
- 2. BCTC agrees to assist identified Fire Department personnel with applying for admission to BCTC.
- 3. BCTC agrees to register identified Fire Department students into the designated general education courses, to provide instructors for the general education courses, and to transcript Fire Department personnel's performance in these courses.
- 4. BCTC agrees to articulate relevant Fire Department Academy curricula to identified BCTC courses (see Attachment 2) for the Fire Department personnel completing the Fire Department Academy, and BCTC agrees to transcript these articulated courses (see Attachment 3) once grades for these courses are received by the BCTC Registrar.
- 5. BCTC agrees that Fire Department personnel not participating in the Fire Department Academy may register into general education courses offered through the Fire Department Academy (see Attachment 1) as seats are available.
- 6. The Fire Department agrees to communicate with BCTC's liaison in a timely manner about the starting of upcoming Fire Department Academy cohorts.
- 7. The Fire Department agrees to provide BCTC's Office of Admissions with copies of official high school and college transcripts for each Fire Department personnel taking one or more Fire Department Academy general education courses, to house these original transcripts, and to make these original transcripts available to BCTC officials as requested.
- 8. The Fire Department agrees to require all Fire Department personnel taking one or more Fire Department Academy courses who do not meet BCTC's entrance requirements for that course or those courses (as determined by BCTC's evaluation of Fire Department personnel's transcripts) to schedule and take placement testing on one of BCTC's campuses.
- The Fire Department agrees to require all Fire Department personnel needing supplemental instruction based on placement testing results to participate in supplemental instruction provided by BCTC.
- 10.BCTC agrees to provide diploma covers prior to the Fire Department Academy graduation and have a representative present (when possible) to assist in ceremonially awarding the credential. The understanding would be that each student applying for graduation must go through the same official graduation confirmation process carried out through the Registrar's office and will receive their official credential once confirmed.

IN WITNESS WHEREOF, the parties hereto have executed this **DRAFT** **MEMORANDUM** **DRAFT** OF AGREEMENT and recommended the Agreement by signature:

| Lexington Fayette Urban County Government Mayor | Date |
|---|------|
| Lexington Fire Department Fire Chief | Date |
| Dr. Koffi C. Akakpo Bluegrass Community and Technical College President/CEO | Date |

Attachment 1

(General Education Courses Offered through Fire Department Academy with a cap of 25/section)

The following courses are offered through the Fire Department Academy:

ENG 101 – Writing I (3 credit hours)

CHE 120 – Chemistry in Society (or other General Education Science Class) (3 credit hours)

HIS 240 – History of Kentucky (or other Heritage/Humanities Course) (3 credit hours)

MAT 126 – Technical Algebra and Trigonometry (or other General Education Math Course) (3 credit hours)

PSY 180 – Human Relations (or other Social or Behavioral Science Course) (3 credit hours)

These courses fulfill the requirements for an AAS, Fire Science Technology Degree. Total Credit Hours: 15

Digital Literacy: All recruits in the Lexington Fire Department Academy who apply for a AAS degree through BCTC have met the Digital Literacy requirement. It is believed this requirement is met though the technology used routinely by fire department students and in which the recruits will be trained to use.

Attachment 2

(Fire Department Academy curricula articulated to identified BCTC courses and explained in the MOU between the Kentucky Fire Commission – Fire Science Technology Training and the Kentucky Community and Technical College System (attachment 3))

```
FIR 103 – Basic Firefighting III (3 credit hours)
FIR 104 – Basic Firefighting IV (3 credit hours)
FIR 105 - Fire Suppression (3 credit hours)
FIR 106 - Intro to Special Response (3 credit hours)
FIR 107 – Intro to Rescue & Patient Care (3 credit hours)
FIR 230 - Emergency Medical Technician (6 credit hours) OR
             FIR 215 - Emergency Medical Responder (3 credit hours) AND
             FIR 200-Level Elective (3 credit hours)
Any six (6) courses (18 credit hours) of electives:
FIR 198 - Practicum (6)
FIR 202 - Fire Instructor I (3)
FIR 203 - Fire Instructor II (3)
FIR 205 - Fire Officer I (3)
FIR 206 - Fire Officer II (3)
FIR 210 - Aircraft Rescue Firefighting (3)
FIR 212 - Driver/Operator - Pumper (3)
FIR 213 - Driver/Operator - Aerial (3)
FIR 220 - Hazardous Materials Technician (3)
FIR 225 – Special Topics in Fire Science (1 – 6)
Additional Electives approved by Program Coordinator/Director
```

FIR 101 – Basic Firefighting I (3 credit hours) FIR 102 – Basic Firefighting II (3 credit hours)

These courses fulfill the requirements for an AAS, Fire Science Technology Degree. Total Credit Hours: 45. In addition, these courses fulfill the requirements for the Basic Firefighter (12 credit hours) and Advanced Firefighter (21 credit hours). Additional certificates may be earned depending on credit for prior learning coursework evaluation.

INSERT FIRE COMMISSION/KCTCS MOU here.