

RESOLUTION NO. 012 -2023

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A MEMORANDUM OF AGREEMENT WITH BLUEGRASS COMMUNITY AND TECHNICAL COLLEGE, FOR PARTICIPATION IN COLLEGE COURSES, AT A COST NOT TO EXCEED \$60,000.00.

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BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Memorandum of Agreement, which is attached hereto and incorporated herein by reference, with Bluegrass Community and Technical College, for participation in college courses.

Section 2 - That an amount, not to exceed the sum of \$60,000.00, be and hereby is approved for payment to Bluegrass Community and Technical College, from account #1101-505501-78110.

Section 3 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: January 31, 2023



MAYOR

ATTEST:

  
CLERK OF URBAN COUNTY COUNCIL  
1292-22-MRS.X:\Cases\POLICE\23-LE0001\LEG\00772851.DOC

## 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 5 day of October 2022 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 Police Department or the Police), 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 Police enter into this Agreement to set forth and ensure compliance with any and all terms and conditions of the participation of Police personnel in College courses associated with the Police Academy, with the opportunity for these personnel to earn BCTC credits that apply toward an Associate of Applied Science Degree. The Police and KCTCS/BCTC agree that the participation of Police 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 Police will make one lump sum payment to BCTC for the total tuition, fees and charges due based upon the number of credit hours enrolled, payable on or before the 60<sup>th</sup> day following the beginning of each term/semester/cohort. The payment will be based on the current tuition and fees as referenced at: <https://bluegrass.kctcs.edu/affordinq-college/tuition-costs/index.aspx>. BCTC and the Police agree that the payment will be made for a minimum of ten students 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 Police or students will be responsible for the purchase of books and class materials. The Police may allow additional officers (beyond the cohort/group of recruits) to enroll to meet the minimum enrollment. Any additional officers enrolled will make payment directly to BCTC for the total tuition, fees, and charges. The additional officers will count toward the required minimum enrollment of ten per class section. BCTC will use the enrollment numbers on the first day of class to verify the minimum enrollment per class section. BCTC and the Police will work collaboratively to prepare an enrollment roster for each class to delineate the individual pay students and the Police lump sum payment.

The Police will provide, at no charge to BCTC, instructors to teach two (2) CRJ courses (6-8 credit hours total). In consideration of the provision of Police instructors, BCTC will waive the tuition and fees for these two (2) CRJ courses.

**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 Police students or officers enrolled at the time of the notice of termination shall be given the opportunity to complete the then-current semester; (ii) the Police instructors teaching the two CRJ courses shall finish teaching the courses for the then-current semester; and (iii) the Police 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 Police of any SACSCOC requirements, and the Police shall comply with such requirements.

#### **TERMS AND CONDITIONS OF PARTICIPATION OF POLICE PERSONNEL IN COLLEGE COURSES:**

1. BCTC and the Police each will identify a liaison to work with the other agency for the purposes of this Agreement.
2. BCTC agrees to assist identified Police personnel with applying for admission to BCTC.
3. BCTC agrees to register identified Police personnel into the general education and criminal justice (CRJ) courses offered through the Police Academy (see Attachment 1), to provide instructors for the general education courses, and to transcript Police personnel's performance in these courses.
4. BCTC agrees to articulate relevant Police Academy curricula to identified BCTC courses (see Attachment 2) for the Police personnel completing the Police Academy, and BCTC agrees to transcript these articulated courses once grades for these courses are received by the BCTC Registrar.
5. BCTC agrees that Police personnel not participating in the Police Academy may register into general education courses offered through the Police Academy (see Attachment 1) as seats are available.
6. The Police agree to communicate with BCTC's liaison in a timely manner about the starting of upcoming Police Academy cohorts.
7. The Police agree to provide BCTC's Office of Admissions with copies of official high school and college transcripts for each Police personnel taking one or more Police Academy courses, to house these original transcripts, and to make these original transcripts available to BCTC officials as requested.
8. The Police agree that students will not receive credit for transfer courses that were completed prior to enrollment in the Police Academy. Should a student express an intent to earn coursework or a credential outside of the coursework and credentials outlined in the MOA, then the student will be required to submit the official transcripts to BCTC.
9. The Police agree to provide instructors for the criminal justice (CRJ) courses offered through the Police Academy (see Attachment 1).
10. The Police agree to require all Police personnel taking one or more Police Academy courses who do not meet BCTC's entrance requirements for that course or those courses (as determined by BCTC's evaluation of Police personnel's transcripts) to schedule and take placement testing on one of BCTC's campuses.
11. The Police agree to require all Police personnel needing supplemental instruction based on placement testing results to participate in supplemental instruction provided by BCTC.

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

*Rinda Gorton*

\_\_\_\_\_  
Lexington Fayette Urban County Government  
Mayor

*2/1/2023*  
\_\_\_\_\_  
Date

*Lawrence Wood*  
\_\_\_\_\_  
Lexington Division of Police  
Police Chief

*12/07/2022*  
\_\_\_\_\_  
Date

*Akako*  
\_\_\_\_\_  
Dr. Koffi C. Akakpo  
Bluegrass Community and Technical College  
President/CEO

*10/17/22*  
\_\_\_\_\_  
Date



**Attachment 1**  
**(General Education and Criminal Justice Courses Offered through Police Academy)**

The following courses are offered through the police academy:

**ENG 101 – Writing I (3 credit hours)**

**BIO 112 – Introduction to Biology (or other General Education Science Class) (3 credit hours)**

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

**MA 111 – Contemporary Mathematics (or other General Education Math Course) (3 credit hours)**

**SOC 152 – Modern Social Problems (or other Social or Behavioral Science Course) (3 credit hours)**

**CRJ (Criminal Justice Courses) (6 - 8 credit hours from courses listed on Attachment 2)**

**These courses fulfill the requirements for an AAS, General Occupational Technical Studies Degree. Total Credit Hours: 21 - 23.**

**Digital Literacy: All recruits in the Lexington Police Academy who apply for a GOTS degree through BCTC have met the Digital Literacy requirement. It is believed this requirement is met though the technology used routinely by police officers and in which the recruits will be trained to use.**

**Attachment 2**  
**(Police Academy curricula articulated to identified BCTC courses)**

- CRJ 100 – Introduction to Criminal Justice (3 credit hours)
- CRJ 107 – Introduction to Firearms (1 credit hour)
- CRJ 108 – Advanced Firearms & Less than Lethal (4 credit hours)
- CRJ 201 – Introduction to Criminalistics (3 credit hours)
- CRJ 202 – Issues & Ethics in Criminal Justice (3 credit hours)
- CRJ 204 – Criminal Investigations (3 credit hours)
- CRJ 211 – Liability and Legal Issues (3 credit hours)
- CRJ 215 – Introduction to Law Enforcement (3 credit hours)
- CRJ 216 – Criminal Law (3 credit hours)
- CRJ 217 – Criminal Procedures (3 credit hours)
- CRJ 219 – Police Recruit Defensive Tactics (4 credit hours)
- CRJ 224 – Basic Collision Investigation (4 credit hours)
- CRJ 225 – Driving and Traffic Enforcement (4 credit hours)
- CRJ 230 – Courtroom Procedures (3 credit hours)
- CRJ 299 – Special Topics: [may include: Crisis Intervention or Homeland Security or Combat Trauma Care or other approved topic] (1 credit hour)

These courses fulfill the requirements for an AAS, General Occupational Technical Studies Degree. Total Credit Hours: 37 - 39. In addition, these courses fulfill the requirements for the Criminal Justice Core Certificate (18 credit hours), Law Enforcement Certificate (18 credit hours), and the Advanced Law Enforcement Certificate (23 credit hours).