



Lexington-Fayette Urban County Government
DEPARTMENT OF PUBLIC SAFETY

Linda Gorton
Mayor

Kenneth Armstrong
Commissioner

TO: Mayor Linda Gorton
Urban County Council

Lawrence B. Weathers

FROM: Chief Lawrence Weathers
Lexington Police Department

CC: Commissioner Kenneth Armstrong
Department of Public Safety

DATE: December 7, 2022

SUBJECT: Memorandum of Agreement – Bluegrass Community and Technical College

Request

Authorization to accept the renewed Memorandum of Agreement with the Bluegrass Community and Technical College (BCTC), a college of the Kentucky Community and Technical College System (KCTCS).

Why are you requesting?

The purpose of this MOA is to 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, a Law Enforcement Certificate, in addition to the degree, and two (2) existing certificates earned. 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.

All recruits will be enrolled at the current approved in-state tuition. The Police Department 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 60th 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/affording-college/tuition-costs/index.aspx>

This rate is for a minimum of ten students per section for each cohort/group. Any cohort less than 10 students will require additional payment to achieve the minimum enrollment of 10. The Police or students will be responsible for the purchase of books and class material.

The term of this Agreement commences on approximately July 1, 2022 and ends 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.

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.

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.

The attached agreement requires Mayor Gorton's signature.

What is the cost in this budget year and future budget years?

Estimated cost will be based on a per student standard fee, not to exceed \$60,000.

Are the funds budgeted? Yes / 1101-505501-5511-78110

File Number: 1292-22

**Director/Commissioner: Lawrence B. Weathers, Chief
Lexington Police Department**

LBW/rmh