

# MICHIGAN COMMISSION ON LAW ENFORCEMENT STANDARDS

## Standard Form Contract for Approval to Operate As a Basic Law Enforcement Training Academy

<b>ACADEMY</b> Kirtland Community College	
<b>STANDARD FORM CONTRACT START DATE</b> January 1, 2019	<b>STANDARD FORM CONTRACT END DATE</b> December 31, 2019
<b>TYPE OF ACADEMY</b> Regional Basic Law Enforcement Training Academy	

### DEFINITIONS:

"Academy" as used in this Agreement means a Regional Basic Law Enforcement Training Academy, an Agency Basic Law Enforcement Training Academy, a Preservice College Basic Law Enforcement Training Academy, as provided in Rules 28.14301 et seq. The term "Academy" also includes a parent or administering entity, such as a city, county, township, village, corporation, college, community college, or university.

"Agreement" means the standard form contract, including the Rules, Policies, and Procedures attached and incorporated into the standard form contract.

"Application" means submission of an operating plan or proposed operating plan and a signed standard form contract by an Academy to the Michigan Commission on Law Enforcement Standards for approval to operate as a law enforcement training academy.

"Approval" as used in this Agreement means formal recognition and approval by the Michigan Commission on Law Enforcement Standards to operate as a law enforcement training academy, as defined in this Agreement, including issuance of a certificate of approval under sec. 11 of PA 203 of 1965, MCL 28.611(b).

"Authorizing Official" means a chief executive officer, or his or her designee, of a parent or administering entity, other than the Academy Director, responsible for oversight of an Academy.

"Employee" includes any employee, manager, instructor, service provider, contractor, sub-contractor, independent contractor, or volunteer, of an Academy.

### TERMS OF APPROVAL:

This Standard Form Contract is entered into between the Michigan Commission on Law Enforcement Standards (MCOLES) and the Academy as a condition of application for Approval to operate as a law enforcement training academy. Approval is understood by the parties to mean that the Academy is recognized as meeting MCOLES minimum standards relating to applicant screening, physical plant, curriculum, instruction, and training procedures under PA 203 of 1965 and promulgated rules. Approval also refers to formal issuance of a "certificate of approval" by MCOLES to operate as a law enforcement training academy under sec. 11 of PA 203 of 1965, MCL 28.611(b).

The Academy understands and agrees to comply with these terms as part of an Application. Further, the Academy understands and agrees that this agreement includes the following indicated attachments which are hereby fully incorporated into this agreement:

- The administrative rules promulgated under the authority of Public Act 203 of 1965, entitled Basic Recruit Law Enforcement Training Programs, Rule 28.14301 et seq.
- The Policy and Procedures Manual, adopted effective June 3, 2009, published pursuant to Rules 28.14211.

MCOLES

OCT 29 2018

EXECUTIVE SECTION

## **AGREEMENT AS TO ACADEMY-MCOLES RELATIONSHIP**

The Academy and MCOLES understand that Approval means that MCOLES formally recognizes the Academy for operation as a law enforcement training school.

The Academy application for Approval reflects the intent of the Academy to undertake responsibility for enforcing MCOLES' Rules, Policies, and Procedures. No Academy, or Academy employee, is recognized by the Academy or MCOLES as an agent, contractor, sub-contractor, or independent contractor of MCOLES.

## **TERM OF AGREEMENT**

This Agreement will cover the time period as set forth in the standard form contract. Obligations under the Agreement will continue for the duration of any Academy session commencing during this time period.

## **AGREEMENT AS TO POLICIES AND PROCEDURES**

The Academy agrees to incorporate and follow the attached MCOLES Policy and Procedures, adopted effective June 3, 2009, and Administrative Rules incorporated into the standard form contract as a condition of Approval.

The Academy and MCOLES understand that in the event an Academy policy or procedure conflicts or is otherwise deemed inconsistent with an MCOLES-promulgated rule, policy or procedure, the MCOLES-promulgated rule, policy or procedure shall be followed.

The Academy shall support a learning environment that promotes high achievement in the acquisition and development of skills necessary to the job tasks of a law enforcement officer. The Academy shall not undertake any methods of instruction in or out of the classroom or any interaction with a recruit that is abusive, demeaning, disrespectful, or places the recruit at an unnecessary risk of injury.

The Authorizing Official of the parent agency or institution shall sign this Agreement. By signing this Agreement, the Approving Official acknowledges that he or she has reviewed or has been advised of the Policies and Procedures.

## **AGREEMENT AS TO ANNUAL OPERATING AGREEMENT**

The Academy and MCOLES agree that as a condition of Approval the Academy is bound by the terms and requirements of the respective Annual Operating Agreement.

## **AGREEMENT AS TO COMMUNICATIONS**

The Academy and MCOLES agree that open and strong communication by both parties in all matters related to the Annual Operating Agreement, this Contract, and Approval by MCOLES is essential to the effective delivery of training services by the Academy, and compliance with the rules and policies governing recruit admission, discipline, and dismissal. The Academy and MCOLES also agree that open and strong communication is essential to both parties effectively discharging their individual responsibilities under law or internal policy.

Further, the Academy and MCOLES also agree to a face-to-face meeting between the Authorizing Official of the sponsoring agency or institution, or his or her designee, other representatives requested by the Authorizing Official, the academy director if available, the executive director of MCOLES, his or her designee, and any MCOLES staff designated by the executive director, as soon as is practicable following any incident or report of a major rules violation, or that may require the initiation of an investigation by MCOLES. The purpose of the meeting shall be to ensure that both parties maintain strong lines of communication from the outset, and to work cooperatively to ensure that an investigation, if one is necessary, is conducted in a thorough and expeditious manner.

## **AGREEMENT AS TO INVESTIGATIONS**

The Academy and MCOLES understand that MCOLES has the authority to conduct investigations of alleged violations of PA 203 of 1965 under sec. 9c, MCL 28.609c. The Academy agrees to fully cooperate in any investigation brought under sec. 9c. Cooperation includes, but is not limited to, employee interviews, witness interviews, depositions, production and review of documents, and recruit interviews.

The results of an investigation, along with any recommendations, shall be prepared by MCOLES and reported to the Academy Advisory Committee at a regularly-scheduled meeting following the conclusion of the investigation.



**AGREEMENT AS TO INSPECTION & AUDIT**

The Academy and MCOLES understand that MCOLES may visit and inspect a police training school or examine the curriculum or training procedures of an Academy at any time. The Academy and MCOLES understand that following the close of an academy session a performance review shall take place.

**AGREEMENT AS TO REMEDIATION OF VIOLATIONS**

The Academy and MCOLES understand that evidence of any violation of MCOLES' policy, procedures, administrative rules, or any violation of state or federal law will promptly be brought to the attention of the MCOLES. The Academy also agrees to promptly undertake all reasonable efforts to remedy the violation as soon as possible.

**AGREEMENT AS TO PROBATION**

The Academy agrees to abide by any terms of probation as set forth in Administrative Rule 28.14309 where an Academy is found to be in violation of a rule or term of the standard form contract. Conditions of probation may include imposition of a period of time in which the Academy is required to remedy the violation. It may also include any other term or condition(s) deemed necessary to the circumstances as determined by the Executive Director of MCOLES.

**AGREEMENT AS TO REVOCATION OF APPROVAL**

The Academy and MCOLES understand that Application by an Academy is voluntary. Revocations by MCOLES are governed by Administrative Rule 28.14309 for violations of rules, or the terms of the Agreement. Revocations of Approval are subject to appeal rights governed under R 28.14310.


Both MCOLES and the Academy also agree that there is no expectation, either expressed or implied, in continued Approval of an Academy. Both MCOLES and the Academy agree that revocation of Approval is not reviewable through the State Office of Administrative Hearings and Rules.

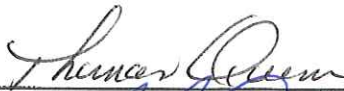

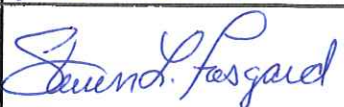
**RETURN OF AGREEMENT**

This Agreement shall be signed as part of an Application for Approval by the required authorizing officials and shall be returned to MCOLES by December 1, 2018. Failure to return the signed Agreement may result in a prohibition to operate the training programs until the Commission receives the signed standard form contract.

Invalidity or unenforceability of one or more provisions of this Agreement shall not affect any other provision of this Agreement.

Authorized by:

STATE OF MICHIGAN	PRINT NAME	SIGNATURE	DATE
Title: Executive Director	Timothy Bourgeois		11-27-2018

Acceptance by:	PRINT NAME	SIGNATURE	DATE
<b>AUTHORIZING OFFICIAL</b> Title: President	Dr. Thomas Quinn		10/17/18
<b>TRAINING DIRECTOR</b> Title: Director	Shannon Dekun		10/21/18
<b>PROGRAM ADMINISTRATOR</b> Title: Dean	Steven Fosgard		10/21/18

Return ONE original signed agreement to:  
MCOLES, P.O. Box 30633, Lansing, MI 48909