

# MICHIGAN COMMISSION ON LAW ENFORCEMENT STANDARDS

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

<b>ACADEMY NAME</b> Kirtland Community College	
<b>CONTRACT START DATE</b> 01/01/2022	<b>CONTRACT END DATE</b> 12/31/2022
<b>TYPE OF ACADEMY</b> Regional Basic Training Provider	

### DEFINITIONS:

"Academy" as used in this agreement means a Regional Basic Law Enforcement Training Academy, an Agency Basic Law Enforcement Training Academy, or a Preservice College Basic Law Enforcement Training Academy, as provided in Mich. Admin. R 28.14301. The term "Academy" also includes the administering entity.

"Administering Entity" means a city, county, township, village, corporation, college, community college, university, or state agency responsible for the creation, operation and staffing of an academy approved by the Commission pursuant to Mich. Admin. R 28.14302 through R 28.14305 to deliver the prescribed course of study as pursuant to Mich. Admin. R 28.14311.

"Administrative Rules" means Mich. Admin. R 28.14101 through R 28.14701.

"Agreement" means this standard form contract, which incorporates the academy's proposed mandatory Annual Basic Law Enforcement Training Academy Operating Plan required by Mich. Admin. R 28.14307, academy rules, academy policies and procedures, academy training guides, and any other attachments and appendices submitted as part of the application upon execution of this standard form contract.

"Application" means submission of a proposed Annual Basic Law Enforcement Training Academy Operating Plan including all attachments and appendices, submitted by an academy to the Commission for approval to operate as a basic law enforcement training academy.

"Approval" as used in this agreement means formal recognition and approval by the Commission to operate a law enforcement basic training academy, in compliance with the Annual Basic Law Enforcement Training Academy Operating Plan, attachments and appendices, approved by executing this standard form contract pursuant to MCL 28.611(a) and Mich. Admin. R 28.14307.

"Authorizing Official" means a chief executive officer of an academy's administering entity, other than the academy director, responsible for oversight of the academy.

"Commission" means the Michigan Commission on Law Enforcement Standards created pursuant to the MCOLES Act, or by express delegation of the Michigan Commission on Law Enforcement Standards, its executive director, and staff. (MCL 28.602(b)).

"Course of study" means the total instruction that a basic law enforcement training academy is approved to offer a recruit before qualifying the recruit for licensing. (R 28.14101(i)). Upon execution of this Standard Form Contract the academy must deliver the entire course of study to a recruit. Before the recruit is eligible for the licensing exam, they must successfully complete the entire course of study. The course of study includes:

- the MCOLES mandatory basic police training curriculum,
- any additional hours of instruction an academy adds to complete the delivery of the MCOLES mandatory basic police training curriculum above the MCOLES required hours, and
- any additional topics of instruction (800 courses) identified in conjunction with the advisory board to be delivered as described in the Annual Basic Law Enforcement Training Academy Operating Plan and incorporated into this agreement.

"Employee" means staff of an administering entity or academy which includes but is not limited to: employees of the administering entity, training director, training coordinator, manager, other academy employee, instructor, service provider, contractor, sub-contractor, independent contractor, or volunteer.

"Executive Director" means the executive director of the Commission appointed under this act (MCL 28.602(d)).

"MCOLES Act" means Public Act 203 of 1965, as amended, MCL 28.601 through 28.616.

"Program Administrator" means an officer of the administering entity responsible for providing administration and financial stability to the approved academy.

"Training and Education Advisory Committee" means a group composed of knowledgeable persons, including law enforcement officials, who act in an advisory capacity regarding the establishment, guidance, and evaluation of a Commission approved basic law enforcement training academy. It is further defined in the Commission's Policy and Procedure Manual Policy 2.3.01

"Training Director" means an employee of the administering entity responsible for ensuring acceptable academy performance and operation of the academy in compliance with the requirements of this agreement.

## **TERMS OF APPROVAL:**

This agreement is entered into between the Commission and the academy as a condition of approval to operate as a law enforcement basic training academy. Approval is understood by the parties to mean that the academy is recognized as meeting the Commission's mandatory standards relating to applicant screening, physical plant, course of study, instructional design and delivery methodologies, and training procedures and protocols under the MCOLES Act, the Commission's administrative rules, written directives, policies, procedures, and protocols.

The academy understands and agrees to comply with these terms as part of this agreement. Further, in addition to those documents identified as part of the application, the academy understands and agrees that this agreement includes the following indicated attachments which are hereby incorporated into this agreement:

- The MCOLES Act.
- The Commission's administrative rules promulgated under the authority of the MCOLES Act (MCL 28.611(2)).
- The Commission's Policy and Procedures Manual published pursuant to Mich. Admin. R 28.14211.

The academy agrees to provide a learning environment that promotes high achievement in the acquisition and development of the skills and knowledge necessary to perform 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, inappropriate, or places the recruit at an unnecessary risk of harm or injury.

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

The academy application for approval reflects the intent of the academy to undertake responsibility for enforcing the MCOLES Act, all the Commission's administrative rules, written directives, policies, procedures, and protocols.

The academy understands that approval means that the Commission formally recognizes the academy for operation as a basic law enforcement training academy for the period covered by this agreement. The academy agrees it is subject to the MCOLES Act, all the Commission's administrative rules, written directives, policies, procedures, and protocols.

No administrative entity or academy employee is recognized by the Commission as an employee, agent, contractor, sub-contractor, or independent contractor of the Commission.

The academy understands the thorough and proper screening and hiring of instructors that possess the necessary skills, content expertise, and experience requirements to instruct specific content is the academy's responsibility. The Commission does not hire, employ, license, or certify individuals as instructors.

## **TERM OF AGREEMENT**

This agreement will cover the time period as set forth in this agreement. Obligations under this agreement will continue for the duration of any academy session commencing during this time period.

## **AGREEMENT TO ADHERE TO THE MCOLES ACT, COMMISSION'S ADMINISTRATIVE RULES, WRITTEN DIRECTIVES, POLICIES, PROCEDURES AND PROTOCOLS**

The academy agrees to adhere to the MCOLES Act, all the Commission's administrative rules, written directives, policies, procedures, and protocols which are incorporated into this agreement as a condition of approval.

The Commission's administrative rules have the force and effect of law and must be followed. The Commission's administrative rules cannot be set aside on a case-by-case basis by the Commission or the academy.

The academy agrees that the MCOLES Act, the Commission's administrative rules, written directives, policies, procedures, and protocols supersede that of the academy and shall be followed.

The authorizing official of the administering entity shall sign this agreement. By signing this agreement the authorizing official agrees to adhere to the MCOLES Act, all Commission administrative rules, written directives, policies, procedures, and protocols.

## **AGREEMENT AS TO THIS AGREEMENT (STANDARD FORM CONTRACT)**

The academy agrees that as a condition of approval the academy is bound by all the terms and requirements of this agreement including all items submitted in the Annual Basic Law Enforcement Training Academy Operating Plan including all attachments and appendices.

The academy agrees the training director shall notify the Commission immediately of any anticipated change in the Annual Basic Law Enforcement Training Academy Operating Plan during an academy session and will obtain written Commission approval of the change before implementing a change pursuant to Mich. Admin. R 28. 14307(d) and (e).

## **AGREEMENT AS TO OFFICAL COMMUNICATIONS**

Communications from the Commission or its staff with the academy will be directed to the training director, or when appropriate the authorizing official. It is the responsibility of the training director, or where appropriate the authorizing official, to communicate information to other members of the administrative entity.

## **AGREEMENT AS TO INVESTIGATIONS**

The academy agrees the Commission has the authority to conduct investigations of alleged violations of the MCOLES Act under Section 10 of the MCOLES Act (MCL 28.610) and the Commission's administrative rules 28.14601 through 28.14609. The academy agrees to fully cooperate in any investigation brought under sec. 10. Cooperation includes, but is not limited to, facilitating employee, witness, and recruit interviews or depositions, and production of records as requested by the Commission.

## **AGREEMENT AS TO INSPECTION & AUDIT**

The academy agrees the Commission staff may visit, have access to academy facilities and classrooms, monitor training, conduct site inspections, and interview recruits or instructors at the academy at any time.

The academy agrees that following the close of an academy session a performance review shall take place. This review shall be conducted by Commission staff without the presence or participation of academy staff and may include in-person discussion with the recruit class as a group or with individual recruits

## **AGREEMENT AS TO REMEDIATION OF VIOLATIONS**

The academy agrees to immediately notify the Commission of any allegation, information, or evidence of any violation of state or federal law, the MCOLES Act, the Commission's administrative rules, written directives, policies, procedures, and protocols. After consultation with the Commission the academy agrees to promptly undertake all reasonable efforts to investigate and remedy any violation(s).

The academy also agrees that its investigation and actions shall be documented in writing and submitted to the Commission. The Commission may, at its discretion, conduct an independent investigation.

## AGREEMENT AS TO PROBATION

A documented violation of the MCOLES Act, the Commission's administrative rules, written directives, policies, procedures, protocols, or any of the terms of this agreement shall constitute cause for immediate review of continuing Commission approval of the academy. Following the review, the Executive Director may place the academy on probation for a specific period of time or until specified terms and conditions are met. Probation imposed by the Commission is governed by Mich. Admin. R 28.14309.

The academy agrees to abide by the terms of probation as determined by the Executive Director and documented in the original notice of probation issued by the Commission and communicated to the academy.

An academy may appeal the terms of probation to the Commission in writing within 3 business days of the issuance of the original notice. The Executive Committee of the Commission shall act on behalf of the Commission. The Executive Committee or Commission's decision to place an academy on probation is final pursuant to Mich. Admin. R 28.14310.

## AGREEMENT AS TO REVOCATION OR SUSPENSION OF APPROVAL

The academy agrees there is no expectation, either expressed or implied, in the initial or continued approval to operate an academy.


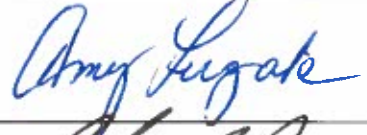

A documented violation of the MCOLES Act, the Commission's administrative rules, written directives, policies, procedures, protocols, or any of the terms of this agreement shall constitute cause for immediate review of continuing Commission approval of the academy. Following the review, the Executive Director may revoke approval to operate academy or suspend approval to operate the academy until specified terms and conditions are met. Academy revocations, suspensions, and probations by the Commission are governed by Mich. Admin. R 28.14309.

An academy may appeal a revocation or suspension to the Commission in writing within 3 business days of the issuance of the original notice. The Executive Committee of the Commission shall act on behalf of the Commission. The Executive Committee or Commission's decision to revoke or suspend approval for an academy is final pursuant to Mich. Admin. R 28.14310.

## RETURN OF AGREEMENT

This agreement shall be signed by the required officials and shall be returned to the Commission by December 15, 2021. Failure to return the signed agreement shall result in a prohibition to operate an academy session until the Commission receives, countersigns, and returns the fully executed agreement to the academy.

This agreement is executed under the authority of the MCOLES Act (MCL 28.611). Invalidity or unenforceability of one or more provisions of this agreement shall not affect any other provision of this Agreement.

<b>COMMISSION</b> Authorized by: Title: Executive Director	<b>PRINT NAME</b>	<b>SIGNATURE</b>	<b>DATE</b>
	<b>PRINT NAME</b>	<b>SIGNATURE</b>	<b>DATE</b>
<b>AUTHORIZING OFFICIAL</b> Title/Rank: President	Dr Thomas Quinn		12/16/21
<b>PROGRAM ADMINISTRATOR</b> Title/Rank: Vice President of Instructional Services	Dr Amy Fugate		12/15/21
<b>TRAINING DIRECTOR</b> Title/Rank: Director Criminal Justice Programs	Christophor Periatt		12/15/2021

Email with official signatures by December 15, 2021: [MSP-MCOLES@michigan.gov](mailto:MSP-MCOLES@michigan.gov)