

## **Consortium Agreement Baker College and Kirtland Community College**

This Agreement ("Agreement") is executed to be effective as of this sixth day of June, 2022, by and between Kirtland Community College, a Michigan community college principally located at 4800 W Four Mile Rd, Graying, MI 49738 ("KCC") and Baker College, a Michigan nonprofit corporation principally located at 1020 S. Washington St, Owosso, Michigan, 48867 ("BAKER"). KCC and BAKER are collectively referred to as the "Parties" and may each be individually referred to as a "Party."

### **Program Purpose**

Whereas KCC operates a Regional Police Academy ("RPA") which is sanctioned by the Michigan Commission of Law Enforcement Standards ("MCOLES"), and whereas BAKER desires to enroll BAKER Students in the RPA operated by KCC ("KCC RPA") "to complete coursework for BAKER's Criminal Justice Law Enforcement Academy (Police) Program ("CRJ-LEAPP"), this Agreement shall govern the requirements for BAKER CRJ-LEAPP students attending the KCC RPA.

### **1. Establishment**

- a. The Agreement between KCC as the operator of the RPA and BAKER defines the development, implementation, and complete delivery of BAKER Students in the KCC RPA leading to an Associate of Applied Science Degree in Criminal Justice or a Bachelor of Science degree in Criminal Justice as granted by BAKER. If there are no other students enrolled in the KCC RPA other than BAKER students, a minimum of 10 BAKER students must be enrolled in order to run the KCC RPA session.
- b. A "Student," as defined in this Agreement, will be a Student who is enrolled at BAKER. BAKER is designated as the "home institution" and KCC is designated as the "host institution" for all Students for Financial Aid purposes.

### **2. Funding**

- a. KCC will provide BAKER with the cost per student to attend the KCC RPA. KCC will provide BAKER with updated tuition and fee rates annually.
- b. Notice of any change in the fee structure of the KCC RPA shall be communicated by KCC to BAKER's Dean of the College of Social Science and Vice President for Student Financial Aid; at the institutional points of contact listed in Section 9.
- c. Kirtland admits an eligible student. The student must be enrolled in Baker College's Associate of Applied Science Degree in Criminal Justice or a Bachelor of Science degree in Criminal Justice program and have completed all required prior coursework at Baker.
- d. Students (or agencies) pay Kirtland's tuition and fees to the Kirtland Regional Police Academy. Baker College students will pay Kirtland's in-district tuition rates.
- e. Only the RPA tuition fee, as documented in Exhibit A, is refundable within the first 14 calendar days following the first class of the session, if the Student withdraws from the KCC RPA. Beginning the 15<sup>th</sup> day following the first class of the session, no refunds will be given.
- f. BAKER and KCC desire to enter into this Agreement to facilitate Students' applications for and receipt of Federal Title IV financial aid ("Financial Aid"), and to allow Students to receive Financial Aid based upon the enrollment in and completion of both the KCC RPA and the CRJ-LEAPP.

- g. All Students will apply for and receive Financial Aid including Federal, State only through BAKER. BAKER will determine the Students' eligibility for Financial Aid and will process, calculate, and disburse Financial Aid for all Students pursuant to BAKER policies and procedures. BAKER Financial Aid responsibilities include without limitation, determining Students' enrollment status, calculating the cost of attendance, monitoring Student eligibility and satisfactory academic progress, providing loan counseling, calculating refunds or repayments, maintaining Financial Aid records for Students and reporting Students' Financial Aid information to the National Student Loan Data System, FISAP, and other required agencies or organizations. BAKER will provide KCC with a parent letter for students receiving Veterans benefits and KCC will certify enrollment. For Veteran programs that pay tuition, the payment will be sent directly to KCC.
- h. For purposes of Financial Aid calculations, when the Student is at the KCC RPA the Student's enrollment status and attendance will be monitored by the KCC RPA and reported to BAKER weekly via email to BAKER's Vice President for Student Financial Aid.
- i. BAKER will calculate the Cost of Attendance ("COA") for Federal Aid purposes using the standard COA calculation used for all other Students attending BAKER.
- j. BAKER will ensure the Student is enrolled in an eligible program of study, and will award and disburse Financial Aid under the Federal Pell Grant, Federal Stafford Loan and/or campus-based programs for the classes taken through this Agreement. These awards will be disbursed, for the appropriate time period, once enrollment is confirmed and the Student's file is complete. Additionally, BAKER will be responsible for compliance with all established Title IV programs including the responsibility of monitoring Satisfactory Academic Progress and refunds/repayments resulting from the Student's withdrawal from classes.
- k. BAKER will disburse Financial Aid to qualifying Students on the same schedule as regular BAKER Financial Aid recipients. Baker College will provide excess aid refund checks to students in a timely manner (typically during the third week of the semester) and will notify the supervisor for Student Financial Services when issued.
- l. Students choosing to attend the Kirtland Regional Police Academy after graduation from Baker College will not be considered Baker College students for financial aid purposes. Financial aid for such students must be arranged through the Kirtland Financial Aid Office.
- m. This Agreement will terminate automatically and without the necessity of any further action upon: (a) mutual written consent, (b) six (6) months' written notice by either party to the other, or (c) the failure of either party to cure a default in its performance of this Agreement for the period of thirty (30) days after written notice of such default by the other party. BAKER will process and disburse Financial Aid, through the end of the term in which this Agreement is terminated, to Students who were awarded and/or eligible for Financial Aid prior to the effective termination date. If Students are in an active session at the KCC RPA at the termination of this Agreement, those Students will be allowed to finish the session provided they are in good standing in the KCC RPA per MCOLES regulations. Both parties will develop a transition plan for Students currently enrolled in the CRJ-LEAPP.

### 3. **Program Design**

- a. BAKER requires that Students who wish to be enrolled in the CRJ-LEAPP complete the enrollment process including admission, placement testing, program selection and orientation.
- b. CRJ-LEAPP Students will work with BAKER personnel to ensure Students have completed all necessary requirements and coursework *before* enrollment into the KCC RPA.
- c. The Parties will commit to maintain accurate records of all academic and KCC RPA work completed or attempted through programs established under this Agreement. KCC will

provide BAKER officials with weekly progress and attendance on Students enrolled in the KCC RPA. If a Student does not show up for the Academy, KCC will contact Baker officials.

#### 4. Enrollment/Admissions

- a. Students must be enrolled in the Associate of Applied Science (AAS) CRJ-LEAPP or Bachelor of Science (BS) CRJ-LEAPP to be eligible to apply for admission to the KCC RPA. BAKER requires that Students who wish to be a part of the CRJ-LEAPP complete the enrollment process including admission, placement testing and orientation.
- b. Students seek admission to the CRJ-LEAPP by declaring their intention to do so upon enrollment in the CRJ-LEAPP.
- c. CRJ-LEAPP students, upon admission to the program, will have to complete all application materials required for admission to the KCC RPA, including KCC admission, MCOLES physical fitness testing, academy orientation, MCOLES Reading & Writing exam and pass all the screening criteria. Students must sign a waiver stating they understand that they must also meet any existing program admissions requirements as established by the MCOLES before acceptance into the KCC RPA.
- d. Admissions decisions for qualified applicants into the KCC RPA will be based upon the review of application materials to the KCC RPA. A BAKER representative will participate as a member of the interview team for BAKER Students. BAKER will receive a copy of the acceptance letter sent to MCOLES and to the Students.
- e. CRJ-LEAPP Students must agree to and authorize KCC and the KCC RPA to release enrollment and academic information to BAKER. Similarly, CRJ-LEAPP Students must agree to and authorize BAKER to release enrollment and academic information to KCC and the KCC RPA.
- f. Students will be required, as a condition of admission to the KCC RPA, to agree that their educational records as defined by the Family Educational Rights and Privacy Act and its implementing regulations ("FERPA") may be disclosed between BAKER, KCC and the KCC RPA, and MCOLES.
- g. The KCC RPA agrees to meet with BAKER CRJ-LEAPP Students at least once prior to enrolling in the KCC RPA and as appropriate by both Parties during recruitment and admissions into the CRJ-LEAPP to ensure Students selected for the program meet the MCOLES requirements.
- h. If a Student is temporarily incapacitated, as outlined in MCOLES R28.14314 during the KCC RPA course session, the KCC RPA Training Director may, at the request of BAKER or the Student, petition MCOLES to allow the Student to successfully complete the missed training and assessment requirements beyond the session end date given the following provisions, as excerpted from Section 3.1.03(6) of the MCOLES. For the purposes of this excerpt, a recruit shall have the same meaning as Student:
  - a. The training director shall notify MCOLES in writing regarding the necessity for invoking the exemption and indicate when each additional testing/assessment will occur. The letter shall indicate the nature of emergency interrupting the training, or in the case of an injury, indicate the nature of the injury and how it occurred, and a doctor's report with a diagnosis and prognosis for recovery. An estimate of missed training (and training already completed) must be made so that the recruit can participate in the missed training exercises at a later date in order to sufficiently acquire the knowledge or skill. Estimated dates for the participation in, and completion of, training and testing. Final completion of the course of study must be within one year of the session end date.
  - b. In the case of an employed recruit, the individual's department shall notify MCOLES in writing that they are aware of the training and testing requirements and that the employee

does not meet the minimum employment standards and is not eligible for licensing until the requirements are met. The agency shall also commit in writing to the requirements imposed by the academy for successful completion of all missed training and testing, which may include additional costs to the agency.

- c. A pre-service recruit shall also be apprised of the completion requirements that may include finishing mandatory training hours, and may also include additional costs to the student for scheduling instructors for training and testing outside the normal schedule.
- d. The training and testing requirements must be fulfilled within one year of the recruit's original session graduation date.
- e. Commission staff shall be notified when and where the continuation of missed training and testing will be held. The recording of the necessary training shall be documented in the MITN system and verified by the Commission staff. MCOLES may conduct an inspection of the continued training and testing session(s).
- f. Recruits granted an extension for completion shall not be given the licensing examination until the course of study has been completed

## **5. Curriculum**

- a. Course credit for Students' successful completion of the KCC RPA will be processed pursuant to the policies and procedures of BAKER and this Agreement.
- b. Curriculum matrices for the CRJ-LEAPP are based on the MCOLES curriculum standards, and lead to an Associate of Applied Science Degree in Criminal Justice or a Bachelor of Science in Criminal Justice.
- c. After successful completion of the MCC LERTA, students will receive twelve (12) semester credits from BAKER for the MCC LERTA session if the Student receives credit from the MCC LERTA which is aligned with the content of the courses listed below. The MCC LERTA is credit/uo credit.

Law Enforcement Academy (semester program version) - 12 semester credits

- i. CRJ1310. Diversity in Criminal Justice
- ii. CRJ2210. Interviewing, Investigations, and Report Writing
- iii. CRJ2310. Principles of Policing I
- iv. CRJ 2110 Interpersonal Communication and Conflict Management

BAKER anticipates offering the CRJ-LEAPP curricula to enable Students to complete all Baker courses in the program prior to entrance in the KCC RPA. The KCC RPA will comprise the final 12 credits for the Student to complete the degree. The KCC RPA must be completed at the KCC RPA site.

- d. The KCC RPA will provide BAKER updated attendance information for each Student including missed coursework, withdrawal from the program, dates of attendance, and current Student performance plus program success or failure.
- e. The KCC RPA Training Director will send a letter to the BAKER Criminal Justice Program Director within one business week of the completion of the RPA. The letter will document each Student's successful or unsuccessful completion of the RPA. Successful completion of the RPA does not necessarily indicate pass of the State Licensing Exam. Students will take the licensing exam on or before two days before the end of the academy. Students who fail the exam may retake the exam within one year from the original test date, but they would have to pay an additional \$75 to take the exam. The first test is covered in the cost of tuition. This process is completed by the Student through MCOLES.

## **6. Calendar**

- a. KCC will develop a calendar annually that lists the KCC RPA dates of scheduled courses. This will be provided to the BAKER CRJ Program Director and Vice President for Student Financial Aid.

**7. Location**

- a. CRJ-LEAPP Students earn college credits by completing coursework at BAKER and culminating their degree experience at the KCC RPA.

**8. Academic Support**

- a. The BAKER CRJ Program Director will serve as the Student's primary advisor. Secondary advisors may be assigned from BAKER academic departments.
- b. CRJ-LEAPP Students will receive academic support and advising from BAKER. CRJ-LEAPP Students attending the KCC RPA are recognized as BAKER College Students and are entitled to all privileges and services applicable to 'student' status.
- c. The KCC RPA will be staffed by instructors who meet MCOLES qualifications.
- d. The appropriate BAKER campus representative will meet with each CRJ-LEAPP Student on a regular basis throughout their program while at BAKER to track the Students' progress and to review his or her schedule prior to entering the KCC RPA.
- e. The BAKER campus representative is responsible for registering Students in BAKER coursework according to the CRJ-LEAPP. BAKER will provide the KCC RPA schedule, in a timely fashion, for Student advising purposes.
- f. The BAKER campus representative will serve as the point of contact to CRJ-LEAPP Students who are seeking admission to the KCC RPA.
- g. The BAKER campus representative will track current and prospective Students and will communicate on a regular basis with them to ensure their successful progression through the CRJ-LEAPP.
- h. A Student's dismissal from the KCC RPA will be determined by the KCC RPA Director according to the MCOLES regulations. A Student's dismissal or withdrawal from the KCC RPA will be reported to BAKER and MCOLES per the MCOLES regulations.
- 1. Any information reported to MCOLES regarding a BAKER Student, will also be reported to BAKER.

**9. Miscellaneous**

- a. Nothing in this Agreement shall be construed as creating an employer-employee relationship between KCC and BAKER (including any of its employees). Accordingly, each Party shall meet all of its obligations and responsibilities for payment of all taxes including Federal, State and Local taxes arising out of its activities in accordance with this Agreement, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, Workers' Compensation Insurance and any other taxes or business license or permits fees as required. This Agreement shall not be construed as authority for either Party to act for the other Party in any agency or other capacity or to make commitments of any kind for the account of, or on behalf of, the other party, except to the extent, and for the purposes expressly provided for and set forth herein, and no partnership or joint venture is created hereby. Neither Party, nor its respective employees are entitled to participate in any plans, arrangements, or distributions by the other pertaining to or in connection with any fringe, pension, bonus, profit sharing, or similar benefits, or any medical, dental, life or disability insurance plans. Nothing in this Agreement shall be construed to interfere with or

otherwise affect the rendering of their obligations hereunder by either party in accordance with its independent and professional judgment.

- b. A Student's educational records and information concerning a student are confidential and such records and information will be made available in accordance with FERPA.
- c. This Agreement may be modified at any time by mutual consent of the Parties.
- d. The KCC RPA is responsible for the RPA curriculum. Any changes in the Employment Standards for Michigan Law Enforcement Officers, as published by MCOLES, or any other changes enacted by MCOLES which directly impact the operation of the KCC RPA will be automatically incorporated in this Agreement upon notification to BAKER. The KCC RPA will notify BAKER of such changes impacting courses in the CRJ-LEAPP to enable appropriate adjustments to the program for subsequent cohorts.
- e. This Agreement is not assignable by either Party, either in whole or in part.
- f. The paragraph headings in this Agreement are used for ease of reference and do not limit, modify, construe or interpret any provision of this Agreement.
- g. Notice to the Parties hereunder must be in writing and may be delivered via email, registered or certified mail or in person, to the person in the following positions:

#### BAKER

Barbara Van Loon, Criminal Justice Program Director, 248-276-8222, <a href="mailto:barb.vanloon@jbaker.edu">barb.vanloon@jbaker.edu</a>	Linda Katrinic, VP, Student Financial Aid; (989) 729-3912
Michelle Reiter-Miller, Dean, Colleges of Education and Social Sciences, 248-276-8227, <a href="mailto:michelle.reiter-miller@jbaker.edu">michelle.reiter-miller@jbaker.edu</a>	<a href="mailto:linda.katrinic@baker.edu">linda.katrinic@baker.edu</a> ; 1020 S. Washington St. Owosso, MI 48867
Bart Daig, President/CEO; (248) 276-5520 <a href="mailto:bart.daig@baker.edu">bart.daig@baker.edu</a> 1500 University Dr, Auburn Hills MI 48326	

#### KCC and RPA

Dr. Thomas Quinn, President; (989) 275-5000, Ext. 221 4800 W Four Mile Rd. Gayline, MI 49738
Amy Fugate, Vice President of Academic Services; (989) 275-5000 Ext. 298 4800 W Four Mile Rd, Gayling, MI 49738

- h. This Agreement constitutes the entirety of the Agreement of the Parties.
- i. Each signature affixed hereto on behalf of a Party has been authorized by that Parties' administration or governing board.
- j. Each Party commits to assuring appropriate completion of the entering cohort.

**Exhibit A**  
**Tuition & Fees for a BAKER Student to attend KCC RPA**  
**2022-23 Academic Year**

<b>Effective July 2022-June 2023</b>		
<b>TUITION</b>		<b>COST</b>
In-District Resident		\$8546
<b>ADDITIONAL Fees Paid by Applicant</b> (May be subject to change without notice)		
MCOLES Reading & Writing <b>EXAM</b>	Pre-enrollment screening requirement <i>Due at the time of Test Registration</i>	\$68
MCOLES Physical Fitness Test	Pre-enrollment screening requirement <i>Due at the Test</i>	<b>\$45</b>
!CHAT Criminal History Report	Pre-enrollment screening requirement <i>Due at the time of service</i>	\$10
Secretary of State Complete Driving Record Report	Pre-enrollment screening requirement <i>Due at the time of service</i>	\$9
Physical Exams & Forms	Pre-enrollment screening requirement	Varies
MCOLES Licensing Exam	Administered last week of the Academy <i>Due at the time of Test Registration</i>	\$75
<b>Equipment/Supplies provided by the Cadet on First Day of the ACADEMY</b>		
<ul style="list-style-type: none"> <li>● <b>Boots:</b> Military style/black {<del>must be able to hold a shine</del>}</li> <li>● <b>Physical Training Gear:</b> Cross Trainer/Running shoes; WHITE crew socks; toiletries, towel, gym bag; locker padlock</li> <li>● <b>Other:</b> Book bag/backpack; "Gig" book (<del>pocket sized notepad</del>); Blousing straps; Black leather belt; WHITE T-Shirts (<del>worn under uniform</del>); other items as instructed at Orientation</li> </ul>		