

# Gerrish Township Police Department

Revised Date: 07/27/2023

Policy #2.3.3

# **Academy Sponsorship Program**

#### **PURPOSE**

To establish policy and procedures for managing the Gerrish Township Police Department Academy Sponsorship Program involving Department Cadets/Recruits hired as individuals who meet all qualifications to be sponsored.

#### **DEFINITIONS**

- A. Cadet/Recruit A non-sworn employee of the Police Department that has been given a conditional offer of employment upon successful completion of an assigned sponsored police academy licensing program.
- B. Academy Sponsorship A fully paid Michigan Commission on Law Enforcement Standards program at an accredited police academy approved by the Police Department for a non-sworn Cadet/Recruit employee for the purpose of obtaining licensing as a police officer in the State of Michigan.
- C. Non-Sworn Employee An employee who has not achieved licensing from MCOLES.
- D. External Candidate A candidate that is not an employee of Gerrish Township.
- E. Internal Candidate A current Gerrish Township employee.

#### **PROCEDURE**

A police officer Cadet/Recruit is a non-certified employee, who has made application and having been approved for an Internal or External approved

candidate that meets all background and criminal history investigation requirements. The Cadet/Recruit will be required to have passed all Michigan Commission on Law Enforcement Standards testing to include, reading and writing, physical agility, drug screen, psychological and physician screening standards prior to being fully employed and granted sponsorship in the Police Academy.

Upon successful completion of the Police Academy, the Cadet/Recruit will be promoted to a sworn entry level police officer and must successfully complete the Gerrish Township Police Department Field Training Program.

## **QUALIFICATIONS**

Pre-Academy Candidates must meet the following requirements:

- Must be 20 years of age at the time of graduation from the Police Academy.
- Must have a high school diploma or GED, with preference given to those candidates with life/work experience in public safety and/or college degree attained in criminal justice or related field and/or those that successfully completed a Gerrish Township Police Department internship program.
- Must possess good moral character as determined by a favorable, comprehensive, and extensive background investigation covering school and employment records, home environment, personal traits, and integrity.
- Honorably discharged from the United States Armed Forces (copy of DD-214 must be included in background packet).
- Must be available to work nights, weekends, holidays, and on an overtime basis.
- Must be a U.S. Citizen.
- Possess a valid Michigan driver's license with satisfactory driving record.
- Ability to pass a criminal background check.
- Meet all physical and psychological standards determined by MCOLES requirements.
- Satisfactorily complete interview process with the Gerrish Township Police Department.

Post-Academy Field-Training Candidates must meet the following requirements:

- Have knowledge of modern principals, practices, and procedures relative to police work.
- Skilled in driving emergency vehicles and using firearms in accordance with established guidelines.
- Ability to write/type reports and maintain records and files. Ability to remember names, faces, and details of incidents.
- Ability to understand and follow verbal and written instructions.
- Establish and maintain effective working relationships with co-workers, other Township employees, government officials, and the general public.
- Maintain all physical and psychological standards throughout their entire employment.

#### **CADET POSITION DETAILS**

As a non-sworn Cadet, candidates will be hired as an At-Will employee. They will receive an hourly rate and medical benefits with compensation payable bi-weekly. The non-sworn rate will be at Entry Level of the current starting sworn rate per current compensation schedule.

Cadets will not have arrest powers or legal authority. Cadets are not authorized to carry weapons in an official capacity and shall not identify themselves as a police officer, but as an employee of Gerrish Township.

The Gerrish Township Police Department will provide the Cadets with all the required training, equipment, and uniforms to be effective for this limited position.

Upon successful completion of the academy, Cadets will then be promoted to a full sworn patrol officer position and assigned to field training status. Their employment status will then be governed in accordance with the Gerrish Township Police Department licensed law enforcement officers.

#### EDUCATIONAL POLICE ACADEMY AGREEMENT

Refer to Addendum "Police Academy Tuition Agreement."

#### POLICIES AND PROCEDURES

All policies and procedures of the Gerrish Township Police Department and Gerrish Township General Township Employee Policies shall be always adhered to by Cadets. All violations shall be reported and will be dealt with in accordance with the policies and rules set forth. Additionally, Cadets who are currently enrolled with the Police Academy shall adhere to all Academy rules and regulations as well as the policies and academic standards of the college or university in which the Academy is associated.

All violations will be investigated, and determinations shall be placed in writing whether substantiated or unsubstantiated along with documentation of the incident. A dismissal from the Academy for violations of rules and regulations with cause shall result in termination of employment with the Gerrish Township Police Department.

#### APPLICATION

This document constitutes Department Policy accordingly and is not intended to enlarge the employer's or employee's civil or criminal liability in any way. It shall not be construed as the creation of a higher legal standard of safety or care in an evidentiary sense with respect to third party claims insofar as the employer's or employee's legal duty as imposed by law.

Adopted: March 15, 2022 Revised: July 27, 2023



### POLICE ACADEMY TUITION AGREEMENT

The intent of this agreement is to provide for the educational training of the Employee as a Law Enforcement Officer and to specify the repayment option that the Employee elects in return for Police Academy funding. This agreement shall not be construed in any way as an employment agreement that would proffer a property right or interest on the Employee. This agreement, including Gerrish Township Police Department's offer to fund all costs of the Police Academy with the understanding that the Employee will repay unless the Employee remains with the Gerrish Township Police Department as specified herein, is not a condition of employment or continued employment with the Township. The Employee may elect to pay all costs of the Police Academy in LIEU of this agreement.

Now, therefore, the Gerrish Township Police Department and Employee, for consideration set for the herein, do mutually agree as follows:

Gerrish Township Police Department agrees to send the undersigned Employee to the Police Academy to obtain skills required for their position as a Gerrish Township Police Officer. The Employee has voluntarily requested to attend the Police Academy and has been approved for financial assistance through the Gerrish Township Police Department. By submitting his/her application to the Gerrish Township Police Department, the Employee's agreement to accept the Police Academy Tuition described herein is wholly voluntary.

Gerrish Township Police Department agrees to pay 100% of the total cost of tuition and mandatory institutional fees, including uniforms, books, and other classroom materials, necessary for the Employee to complete the Police Academy Program. The Employee agrees that the Gerrish Township Police Department will provide the Police Academy Tuition only if the Employee submits proof of successful pre-academy reading/writing and physical fitness tests, acceptance from a Police Academy deemed acceptable to the Gerrish Township Police Department and has met all State of Michigan standards for employment as a police officer.

By voluntarily receiving the Police Academy Tuition benefit described herein, The Employee agrees to remain employed by the Gerrish Township Police Department and serve as a Police Officer for a minimum of an additional 48 calendar months following his/her completion of the coursework necessary for the receipt of the required Police Academy certification. Nothing herein serves as a contract for employment and each Employee remains subject to all applicable Gerrish Township Police Department policies and procedures.

The Employee agrees to repay immediately to the Gerrish Township Police Department the amount of the Police Academy Tuition received by him/her or paid on his/her behalf, if Employee resigns, retires, is terminated, or voluntarily leaves as a police officer from the Gerrish Township Police Department for any reason other than being laid off by the Gerrish Township Police Department prior to the completion of the 48 calendar months following his/her completion of the Academy. The Employee shall reimburse the Township the total cost in the manner set forth below according to MCL 408.478 effective June 13, 2023:

Years of Service Following Approved	Amount of
Training	Reimbursement
0-1 year	100% of Total Educational
	Expenses
1-2 years	75% of Total Educational
	Expenses
2-3 years	50% of Total Educational
	Expenses
3-4 years	25% of Total Educational
	Expenses
More than 4 years	No reimbursement
	required

Notwithstanding the foregoing, the Chief of Police, or his/her Designee, shall have the right to waive all or part of the Employee's obligation to reimburse the total cost due to extraordinary circumstances.

The Employee shall be responsible for all tax consequences or payments, if any, associated with his/her receipt of the Police Academy Tuition benefit described herein.

Both the Employee and the Gerrish Township Police Department hereby expressly acknowledge and agree that this agreement is intended to set forth the entire agreement between the parties regarding the reimbursement of total costs by the Employee, that there are no other considerations or monies contingent upon or resulting from the execution of this Agreement, and that no other monies or consideration have been solicited. No waiver, change, modification, or amendment of this Agreement shall be binding upon either party hereto unless in writing and signed by both Employee and the Township. The waiver by either party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision or of any other provision of condition in this Agreement.

X	X	
Employee Signature	Chief of Police Signature	
Printed Name of Employee	Printed Name of Chief of Police GERRISH TOWNSHIP POLICE DEPT.	
Dated:	Dated:	