

# CONTINUING LAW ENFORCEMENT EDUCATION

## CONTRACT

This is a contract between the Missouri Sheriffs' Association Training Academy, a Division of the Missouri Sheriffs' Association, and the \_\_\_\_\_.

WHEREAS, \_\_\_\_\_ has collected the additional \$1.00 under Section 488.5336 of the Revised Statutes of Missouri assessed as costs to be forwarded to the State Treasurer to the credit of the Peace Officer Standards and Training (POST) Commission funds created in 590.178, and

WHEREAS, the Missouri Sheriffs' Association Training Academy has been approved by POST to provide Continuing Law Enforcement Education (CLEE) programs for law enforcement officers and/or personnel; and

WHEREAS, both parties deem it to be to their mutual benefit to set forth in writing the conditions of the Training Academy's provision and the \_\_\_\_\_ use of these CLEE, and in-service CLEE programs;

NOW THEREFORE, in consideration of the above premises, it is agreed by the parties:

1. The term of this agreement shall begin as of the 1st day of January, 2018, and terminate on the 31st day of December, 2020.
2. The Missouri Sheriffs' Association Training Academy will provide to the \_\_\_\_\_ and authorized personnel the following services under the terms of this contract:
  - a. Access to a minimum of 24 hours without limit of classroom based continuing law enforcement education (CLEE) per year;
  - b. Access to a minimum of 24 hours without limit of computer based continuing law enforcement education (CLEE) per year;
  - c. Access to MSATA CLEE lesson plans;
  - d. Underwriting for continuing law enforcement education (CLEE) credit of all approved in-house/in-service training conducted by the contracted agency;
  - e. The following classes held in Jefferson City as part of the contract;
    - i. Instructor Development Course;
    - ii. Report Writing Instructor Course;
    - iii. First Line/Basic Supervisor's Course;
    - iv. Mid-Level Management Course;
    - v. Field Training Officer (FTO) Course;
    - vi. Basic Court Security Course;
    - vii. Driving Instructor Course;
    - viii. PPCT/Human Factor Research Group Defensive Tactics Instructor Courses; and
    - ix. Discount rates on all conferences and specialty classes.
3. The Missouri Sheriffs' Association Training Academy will keep all documents required of the Office of Public Safety and POST Commission as a provider of continuing education;
4. The \_\_\_\_\_ will turn over the funds received annually from the POST CLEE Fund, plus an additional \$250.00 (maximum \$5,000 annually), to the Missouri Sheriffs' Association Training Academy to cover the cost of this CLEE;
5. The Missouri Sheriffs' Association Training Academy shall retain complete control over the content of the training, the CLEE programs, and the instructors for that training;
6. The Missouri Sheriffs' Association Training Academy shall retain the right to determine the minimum

and maximum enrollment levels for each particular training or CLEE program;

7. The Missouri Sheriffs' Association Training Academy reserves the right to cancel any particular program because of minimal enrollment. The Missouri Sheriffs' Association Training Academy will make reasonable effort to provide the \_\_\_\_\_ a notice of cancellation within five (5) working days preceding the scheduled beginning of the program;
8. All programs provided under this agreement shall be held at such location as determined by the Missouri Sheriffs' Association Training Academy;
9. The Missouri Sheriffs' Association Training Academy shall arrange for immediate care in the case of illness or accident of program participants, but the Academy shall not be responsible for any cost involved in that care or for any follow-up care or hospitalization;
10. Some training or continuing education programs may involve rigorous physical activity or training; the \_\_\_\_\_ agrees to take reasonable steps to assure that its personnel or officers who might be participating in these programs are in suitable condition or health to allow their safe participation in such programs;
11. None of the terms or conditions in this agreement shall be altered, amended, waived or abandoned except upon written agreement between both parties;
12. The \_\_\_\_\_ will not discriminate against any officers or personnel because of race, color, creed, religion, sex, national origin, handicap or age in making the programs provided under the terms of this agreement available;
13. This agreement sets forth the entire understanding of the parties in relation to the subject matter described above;
14. This agreement shall be binding on both parties and their successors and assignees;
15. This agreement shall be deemed to have been entered into under the laws of the state of Missouri and shall be governed and determined according to the laws of this state;
16. No member individually or collectively of the Missouri Sheriffs' Association and/or the Missouri Sheriffs' Association Training Academy incurs or assumes any individual personal liability by the execution of this agreement or by the default of the Missouri Sheriffs' Association Training Academy in the performance of any of the terms of this agreement. Any and all liability of the Missouri Sheriffs' Association and/or the Missouri Sheriffs' Association Training Academy as such is hereby released by the \_\_\_\_\_ as a condition of and consideration of the execution of this contract, and the \_\_\_\_\_ agrees to hold the Missouri Sheriffs' Association, the Missouri Sheriffs' Association Training Academy and its employees harmless for their acts under this agreement.

IN WITNESS THEREOF, the parties hereto have executed this agreement as set forth by their respective signatures below.

\_\_\_\_\_ by

\_\_\_\_\_  
Training Director  
Missouri Sheriffs' Association Training Academy,

\_\_\_\_\_ Title

\_\_\_\_\_ Date

\_\_\_\_\_ Date