



Acadiana Law Enforcement Training Academy

Lafayette Parish Sheriff's Office

Mark Garber, Sheriff

MEMORANDUM OF UNDERSTANDING

Between

Acadiana Law Enforcement Training Academy

And

Sponsoring Agency

By this memorandum, it is hereby understood and agreed that:

- A. The Sponsoring Agency is a law enforcement agency, _____
Sponsoring Agency
located at: _____
Sponsoring Agency Street Address, City, State, Zip Code
- B. The Acadiana Law Enforcement Training Academy, also known as ALETA, is physically located at 1825-2 West Willow Street, Scott, Louisiana, and is operated under the Louisiana State POST authority by the Lafayette Parish Sheriff's Office.
- C. _____ agrees to sponsor peace officers duly hired by
Sponsoring Agency
said office to ALETA. for the purpose of training and instruction in a basic law enforcement curriculum duly approved by the Louisiana State POST Commission. The Sponsoring Agency agrees the peace officer(s) they sponsor remain employees of the Sponsoring Agency and not ALETA.
- D. _____ shall comply with *Louisiana Revised Statutes Title 40: Chapter 18: §2405.4. A Additional Requirements of Peace Officers*, which states "Notwithstanding any provision of law to the contrary, any person being hired as a peace officer with a law enforcement

agency on or after August 15, 2003 shall provide the law enforcement agency with a sample of his DNA material and fingerprint prior to the commencement of the discharge of his duties.” This section further states in section D, “The DNA material collected pursuant to the provisions of this Section shall be stored in a secure and protective manner and location.”

E. _____ agrees to supply ALETA with the
Sponsoring Agency
Academy forms, *ALETA-003 Agency Registration* and *ALETA-006 Doctor Referral*, for each cadet prior to the first day of the Academy.

F. _____ agrees to supply ALETA with the POST
Sponsoring Agency
verification letter form, *PC-201: Certification Status Request*, from POST prior to the Academy. The Sponsoring Agency agrees to also file with POST, the form, *PC-201B: Employment / Status Change Report*, for each cadet when the form is applicable.

G. _____ agrees to pay ALETA the sum of \$1,000.00 for
Sponsoring Agency
each cadet it sponsors for training. If, for whatever reason, a cadet fails to complete the course of instruction, the Sponsoring Agency is still responsible for the training fee. Any arrangement for "set offs" or reimbursement for fees paid must be fully stated in writing, signed by both parties and attached to this agreement, as a supplement thereto.

1. The fee to attend the Academy is \$1,000 per cadet for a “full-time cadet”. The fee to attend the Academy is \$500 per cadet for a refresher or transitional cadet.
2. The LPSO Finance Department will be responsible for receiving all monies, maintaining monies received in a secure location pending deposit, and depositing all monies.

3. The Academy maintains a reimbursement policy of:
- a. If a cadet fails, voluntarily withdraws, or is otherwise removed from the Academy while attending weeks 1 and 2 (or 0 through 80 hours of instruction), the Sponsoring Agency will be given a full refund for tuition paid.
 - b. If a cadet fails, voluntarily withdraws, or is otherwise removed from the Academy while attending weeks 3 and 4 (or 81 through 160 hours of instruction), the Sponsoring Agency will be given a refund at the rate of 50% of the tuition paid.
 - c. If a cadet fails, voluntarily withdraws, or is otherwise removed from the Academy after week 4 (or after 160 hours of instruction), the Sponsoring Agency will not be refunded for tuition paid.

- H. _____ agrees to assist ALETA in recovering any
Sponsoring Agency
issued equipment the cadet fails to return when ending attendance at ALETA, and also agrees that if the required recovery fails or if the equipment is damaged, the Sponsoring Agency agrees to replace the item at replacement cost. Items requiring recovery include a blue polymer firearm and an orange training tourniquet. Any additional issued equipment will be documented on a form and signed by each cadet showing they received item(s).
- I. A background check will be conducted as required by *Louisiana Revised Statutes Title 40: Chapter 18: §2405.4.A Additional Requirements of Peace Officers* on each sponsored cadet. A background check will be completed on each cadet no more than 90 days prior to the start of each academy. No applicant shall be accepted into the Academy who has any criminal charges pending against him or her. No convicted felon will be accepted into the Academy. No person convicted of a crime involving domestic violence will be

allowed into the Academy. Officers currently under internal investigation for misconduct will not be accepted into the Academy.

- J. By this agreement, ALETA agrees to provide POST accredited instruction to peace officers appropriately designated by the Sponsoring Agency. In so doing, ALETA agrees to maintain records of instruction and related academy activity pertaining to each and every cadet it trains.
- K. ALETA agrees and accepts responsibility for providing appropriately trained and certified instructors for the courses taught. Rules and regulations of the Academy along with other appropriate information relating to the relationship between ALETA and the cadet are contained in the Cadet Handbook.
- L. All outside agencies must provide a Certificate of Liability Insurance or law enforcement liability insurance to provide coverage for bodily injury, personal injury, or property damage.
- M. The terms and conditions of this agreement are to become active upon signing by both parties and is to remain active and operable for a period of 12 months from signing, or earlier, upon filing of official notification of termination or modification by either of the parties.
- N. This agreement can be terminated by giving ninety (90) days written notice to the other, sent by U.S. Mail, certified, return receipt requested, at the address hereinafter set forth in this contract.
- O. The agreement shall be reviewed as need by ALETA staff to ensure procedures and processes are up to date.
- P. Exclusive jurisdiction and venue for any and all suits between ALETA and the Sponsoring Agency

arising out of, or related to this agreement, shall in the 15th Judicial District Court, Parish of Lafayette, State of Louisiana. This agreement and all claims arising out of, or relating to this agreement shall exclusively be governed by and interpreted in accordance with the laws of the State of Louisiana, without regard to conflicts of law principles.

ALETA Representative:

Print Name: _____

Signature: _____

Date (mm/dd/yyyy): _____

Sponsoring Agency Representative:

Print Name: _____

Signature: _____

Date (mm/dd/yyyy): _____

SCHEDULE A

A. Specifications – Intent of Specifications

The intent of these specifications is to: (1) define the basic functions of ALETA; (2) set forth terms and conditions for ALETA, and (3) identify specific tasks to be accomplished by ALETA. Any variation from these specifications shall require the express written consent of the Academy Director, or his designee.

B. Related Documents Provided to the Sponsoring Agency

1. Sponsoring Agency acknowledges receiving one copy of each of the following documents:
 - a. POST Mandated Curriculum
 - b. LPSO General Order# 143 Acadiana Law Enforcement Training Academy (ALETA)

C. Sponsoring Agency shall guarantee that employees assigned to ALETA shall be exclusively employees of the Sponsoring Agency. Sponsoring Agency shall be deemed to be acting only in the capacity of an independent contractor, and any of its employees shall continue to be only employees of the Sponsoring Agency subject to the Sponsoring Agency's control.

D. Basic Functions / Services

1. The basic functions of ALETA. shall be:
 - a. Self-discipline that assures respect for authority.
 - b. Law enforcement skills necessary to perform essential functions of the job.
 - c. A fitness program that enables the cadet to successfully complete the standards established by the Academy.
 - d. Physical fitness techniques teaching the cadet how to maintain physical fitness, endurance, and weight distribution.
 - e. Proper wear and maintenance of uniforms and practice personal hygiene.
 - f. Esprit de Corps to develop a common spirit inspiring enthusiasm, willingness to work with, and for others, and to reach a common goal.
 - g. All necessary equipment and use of facilities during the academy shall be provided by ALETA.
 - h. Dedicated classroom space, lockers, a break room, and restrooms are provided by ALETA.
 - i. The use of office space is available, if needed, and can be requested through ALETA. staff.
 - j. A computer lab is available for cadet use, upon request.

E. Terms and Conditions – Specific Services:

1. Course Management:
 - a. The primary responsibility of the Academy staff is to prepare potential recruits for a professional law enforcement career.

- b. Produce confident, highly trained, motivated and competent law enforcement officers.
- c. Provide training that meets the needs of the service areas through course critiques, observation, and changing times.
- d. Maintain and improve procedures for efficient maintenance of training records.
- e. Provide the most qualified instructors.
- f. Conduct classes in an efficient manner using a formal schedule of classes and a list of qualified instructors.

2. File Security and Management:

- a. Contents of files are confidential and can only be accessed by the Academy Training Coordinator, ALETA Administrative Assistant, and the LPSO Accreditation Manager.
- b. Academy files are located in the ALETA Administrative Assistant's office.
- c. Copies of the file will only be released for a subpoena duces tecum.
- d. Requests for copies of Academy files shall be submitted to Legal Affairs for acknowledgment and approval.
- e. Release of Academy files shall be coordinated by Legal Affairs.
- f. The Academy staff will retain files on each individual cadet as described in the section entitled, "Records Retention and Digital Copying".
- g. The hard copy files and information pertinent to each Academy class are filed together chronologically by class number.
 - 1) The main folder will be in the front and will consist of all items required and listed on the checklist.
 - 2) The cadets' folders are filed alphabetically behind the main folder and contain all items on the checklist.
 - 3) The master copy and key for each test will be filed in the main class folder.
 - 4) Scantrons for each cadet will be filed in the individual cadet's folder and the written tests will be shredded.

F. The Academy staff will forward all original certificates to the cadet and retain a copy in their file.

- 1. It is the cadet's responsibility to forward a copy of certificates to the appropriate person in their Sponsoring Agency.
- 2. Unless copies are requested by the Sponsoring Agency Head or their designee, the Academy will not provide certificates to the Sponsoring Agency.

G. The Academy staff will maintain communication with client agencies for progress reports upon request.