

TOWN OF SOUTHERN SHORES POLICE DEPARTMENT
SOUTHERN SHORES, NORTH CAROLINA
TRAINING/EMPLOYMENT AGREEMENT

THIS AGREEMENT

By and Between:

Hereafter called "RECRUIT"

and

TOWN OF SOUTHERN SHORES, a municipality of the State of North Carolina,
hereafter called "TOWN"

WHEREAS, TOWN has agreed to employ RECRUIT as a Police Officer and to provide RECRUIT with education and training leading to the possibility of certifications by the State of North Carolina as a law enforcement officer and,

WHEREAS, the cost incurred by TOWN for the education and training of RECRUIT as a Police Officer is a substantial burden to the citizens of TOWN, the benefit of which will be lost and of no value to TOWN if the employment relationship is terminated within a short time after employment begins, and

WHEREAS, RECRUIT, in consideration of employment by TOWN, is willing to reimburse TOWN for costs incurred by TOWN in the education and training of RECRUIT as a Police Officer if employment is terminated as hereafter set forth,

NOW, THEREFORE, it is hereby agreed between the parties in consideration of the mutual promises and obligations set forth, as follows:

1. RECRUIT agrees to undertake the required basic training as set forth below, including, but not limited to, required classroom work and a specified period of field or facility instruction. RECRUIT further agrees to put forth their best effort and to attain a passing grade in all such training, and where applicable, to achieve the minimum standards necessary for certification as a law enforcement officer as promulgated by the North Carolina Criminal Justice Education and Training Standards Commission.
2. RECRUIT further agrees to devote full time to the training and subsequent service, and to perform all assignments and duties in a manner satisfactory to TOWN, in compliance with applicable laws and TOWN'S regulations and operating procedures.

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3. TOWN agrees to provide books, uniforms and equipment, where applicable, as determined by TOWN to be necessary to the performance of assigned duties, and further, to make such materials and equipment available to RECRUIT during their training, however in the event RECRUIT **voluntarily resigns** or is **terminated** “for cause” as hereinafter defined from his position with the TOWN as a Police Officer, RECRUIT agrees to return all books, uniforms and equipment issued to RECRUIT by TOWN.
4. TOWN agrees to pay RECRUIT wages during training as provided for RECRUIT’S pay grade and job classification.
5. TOWN and RECRUIT agree that law enforcement training is expensive. RECRUIT understands that TOWN undertakes the responsibility of training RECRUIT only because TOWN expects the service of a fully-trained law enforcement officer for a time period which justifies the training investment.
6. In the Event RECRUIT **voluntarily resigns** or is **terminated for** “unsatisfactory job performance” or for “unacceptable personal conduct” as provided under the TOWN’s Personnel Policy from his position with the TOWN as a Police Officer, RECRUIT agrees to pay to TOWN the following sum of money as liquidated damages to reimburse TOWN for costs incurred by TOWN in the education and training of RECRUIT as a Police Officer as follows:
 - A. If RECRUIT’s employment is terminated “for cause” or if he/she voluntarily resigns within thirty (30) or fewer days from the date that RECRUIT begins attendance as a student in the Basic Law Enforcement Training, RECRUIT shall pay TOWN the sum of one thousand dollars and zero cents (\$1,000.00) and return any books, uniforms, or equipment purchased by TOWN for the RECRUIT.
 - B. If RECRUIT’s employment is terminated “for cause” or if he/she voluntarily resigns more than thirty (30) days but fewer than sixty-one (61) days from the date that RECRUIT begins attendance as a student in the Basic Law Enforcement Training, RECRUIT shall pay TOWN the sum of one thousand five hundred dollars and zero cents (\$1,500.00) and return any books, uniforms, or equipment purchased by TOWN for the RECRUIT.
 - C. If RECRUIT’s employment is terminated “for cause” or if he/she voluntarily resigns more than sixty (60) days but fewer than ninety-one (91) days from the date that RECRUIT begins attendance as a student in the Basic Law Enforcement Training, RECRUIT shall pay TOWN the sum of two thousand five hundred dollars and zero cents (\$2,500.00) and return any books, uniforms, or equipment purchased by TOWN for the RECRUIT.

- D. If RECRUIT's employment is terminated "for cause" or if he/she voluntarily resigns more than ninety (90) days but fewer than one hundred twenty-one (121) days from the date that RECRUIT begins attendance as a student in the Basic Law Enforcement Training, RECRUIT shall pay TOWN the sum of three thousand dollars and zero cents (\$3,000.00) and return any books, uniforms, or equipment purchased by TOWN for the RECRUIT.
- E. If RECRUIT's employment is terminated "for cause" or if he/she voluntarily resigns more than one hundred twenty (120) days but fewer than one thousand ninety-five (1,095) days from the date that RECRUIT begins attendance as a student in the Basic Law Enforcement Training, RECRUIT shall pay TOWN the sum of four thousand five hundred dollars and zero cents (\$4,500.00) and return any books, uniforms, or equipment purchased by TOWN for the RECRUIT.
- F. If RECRUIT's employment is terminated "without cause" or if he/she is unable to satisfy the training agreement due to (i) dismissal from the Basic Law Enforcement Training Program, (ii) unexpected illness, or (iii) any unforeseen circumstance that thereby prohibits the RECRUIT to adequately fulfill the job duties, assignments, and expectations, the TOWN has a right to terminate said agreement; such termination can happen at any time during the Basic Law Enforcement Training course and with no time frame expectation and/or notification being required.

If RECRUIT REMAINS employed with TOWN for more than one thousand ninety-five (1,095) days from the date of hire or if RECRUIT is terminated other than "for cause" as defined herein or resigns due to an inability to perform the essential duties as a police officer, the EMPLOYEE shall have no obligation to pay the TOWN any sum as reimbursement of training and retention expenses.

7. It is specifically agreed that these sums are not penalties for termination and are not intended to reimburse TOWN for any wages paid to RECRUIT, but are rather agreed upon as liquidated damages to compensate TOWN for its unreimbursed expenditures to educate and train RECRUIT. It is agreed that liquidated damages are appropriate, in that expenses for educating and training RECRUIT are difficult to determine with certainty, and that injury to TOWN for premature termination is difficult to quantify. The parties agree that the sums set forth herein bear a reasonable relationship to the actual damages TOWN may suffer under the circumstances for RECRUIT failure to complete at least two full years of employment with TOWN. Liquidated damages are reasonable so that RECRUIT is not unjustly enriched by RECRUIT own breach of this Agreement. This sum does not represent an attempt to recover salary paid nor to prevent RECRUIT from engaging in any employment of his choice.

8. RECRUIT shall not be obligated to pay any sum of money to TOWN pursuant to this Agreement in the event that (a) RECRUIT employment is terminated because of an injury or disease of sufficient seriousness as to prevent completion of the Basic Law Enforcement Training; (b) if, in the judgment of TOWN, RECRUIT has failed to meet the minimum acceptable academic or performance standards required for graduation from the Basic Law Enforcement Training following a good faith effort to do so by RECRUIT; (c) if, in the judgment of TOWN, RECRUIT is incapable of performing essential duties as a police officer; or other duties as assigned by TOWN; or, (d) if employment is terminated by TOWN because of a reduction in force applying to TOWN generally for reasons of fiscal economy. A leave of absence granted to RECRUIT by TOWN for recall to military service or other meritorious reason shall operate to extend the term of this Agreement for a period of time equal to the time granted for such leave of absence.
9. The employment relationship between RECRUIT and TOWN is terminated as contemplated by this Agreement (a) whenever RECRUIT voluntarily elects to terminate the employment relationship or (b) when the RECRUIT is terminated "for cause". As used in this Agreement "for cause" shall include terminations for RECRUIT'S violation of any Federal or State law or TOWN or Police Department Policy and/or procedure. The final decision of whether termination is "for cause" shall be made by the Chief of Police. Notwithstanding anything stated by this Agreement, the employment relationship between RECRUIT and TOWN is without fixed duration, and is at the will of either party without cause. Termination begins as of the date when a resignation is submitted orally or in writing, or when RECRUIT is suspended with or without pay and such suspension is followed by termination of employment, or whichever occurs first.
10. RECRUIT hereby authorizes TOWN, pursuant to N.C.G.S. § 95-25.8, to withhold any sum of money due and owing under the terms of this Agreement from any one paycheck due to RECRUIT after notification of termination of employment is provided. In accordance with the Federal Wage and Hour Act, TOWN will withhold any amount remaining in excess of the minimum wage for actual hours worked, which will be applied towards the outstanding debt under the terms of this Agreement.
11. This Agreement does not affect any of TOWN's disciplinary or grievance procedures applicable to Police Officers.
12. RECRUIT agrees that any sum due and owing under this Agreement shall be paid in full not more than thirty (30) days from termination of employment. RECRUIT expressly acknowledges that if he/she fails to make such payment within thirty (30) days, TOWN will collect the debt still owing in the appropriate court of law and that he/she will pay any costs or reasonable attorney's fees incurred by TOWN in such collection.

13. RECRUIT expressly acknowledges that he or she understands that the advice of an independent attorney with respect to this Agreement may be obtained prior to execution of this Agreement. The parties hereto further agree that this document embodies the whole Agreement between them regarding the subject matter hereof, and that there are no inducements, promises, terms, conditions or obligations made or entered into other than those contained herein.

The parties hereto have signed this Agreement in Dare County, North Carolina this _____ day of _____, 20____.

EMPLOYEE NAME (Please Print)

EMPLOYEE SIGNATURE

ADDRESS OF EMPLOYEE

TOWN, STATE, ZIP of EMPLOYEE

Sworn to and subscribed before me this _____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires: _____

TOWN OF SOUTHERN SHORES

BY: _____
Chief of Police

ATTEST:

Town Clerk

RECRUIT INITIALS