

POLICE OFFICER EMPLOYMENT AGREEMENT
TWO-YEAR OR THREE-YEAR CONTRACT

Agreement between the Town of Upper Marlboro, Maryland, hereinafter
called "the Town", and _____ hereinafter called "the Police
Officer."

The Town hereby appoints the above-named individual as a Police Officer for the
Town of Upper Marlboro _____, and the Police Officer hereby accepts
appointment upon the terms and conditions hereinafter set forth:

1. The Town agrees to enroll the above-named Police Officer in such training courses, approved by the Maryland Police and Correctional Training Commission, as are required to enable the Police Officer to properly perform his/her duties; without the expense to the Police Officer, and agrees to furnish the Police Officer with all necessary materials, equipment and uniforms required for the performance of his/her duties.
2. During the first twelve (12) months from the date; unless the date is extended due to performance, the Police Officer is sworn in as a Police Officer for the Town; the Police Officer shall be regarded as a probationary employee in accordance with the Town's Handbook Manual; Section ____; Employment Practices, Paragraph ____; Probationary Period.
3. In consideration of the benefits provided, the Police Officer agrees to remain employed by the Town, employment for a period of at least three (3) years after satisfactory completion of all required training and preparation, and in the event of the Police Officer's failure to do so, the Police Officer agrees to reimburse the Town for all costs and expenses incurred by the Town for the Police Officer's training and preparation to be a Police Officer for the Town, regardless of whether the training and preparation is complete upon default by the Police Officer, and said cost and expenses expressly include any bonus amounts paid to the Police Officer in addition to any other amounts identified in Attachment A to this contract.
4. The Police Officer's obligation under Paragraph 3 shall be null and void if the Police Officer is removed from office for cause in accordance with the Town Personnel Rules.
5. The Town Administrator may waive the Police Officer's obligation under this agreement or may reduce it if in the Town Administrator's judgment, circumstances beyond the control of the Police Officer prevent the completion of the contract.

6. Upon default by the Police Officer of the terms of Paragraph 3 of this agreement:

- (A) Pursuant to the Annotated Code of Maryland, Labor and Employment §3-305, the Police Officer expressly authorizes the City to withhold all or part of the unpaid wages necessary to cover the costs and expenses incurred by the Town, including expenses related to materials, equipment, uniforms and professional training courses provided to the Police Officer for the training and for the performance of his/her professional duties; and
- (B) The Police Officer hereby acknowledges that Attachment A to this contract represents the reasonable costs and expenses incurred for the Town as stated in the paragraph immediately above.
- (C) The Town Administrator may prorate the amount owed to the Town by the Police Officer based on the number of months worked for the Town. The total amount owed would be reduced by 1/36th (2.7%) for each full month the Police Officer worked for the Town.
- (D) In the event withholdings identified in Paragraph (A) do not cover the full amount necessary to cover the costs and expenses incurred by the Town, the Town may exercise any legal or equitable right or remedy which it may have at law or equity and any costs and expenses incurred by the Town enforcing its right or remedies under this agreement (including without limitations reasonable attorney fees). The parties agree to waive a jury trial on any matter connected to this contract.

In witness whereof, the parties have executed this agreement on _____.

Police Officer

Date

Witness

Date

Chief of Police

Date

Town Administrator

Date

Human Resources Director

Date

ATTACHMENT A

EXPLANATION OF TRAINING COSTS

DATE:

Training and equipment costs based on current figures as follows:

Academy Training Costs (in County)	\$ _____
Applicant Processing	\$ _____
Uniforms and Equipment	\$ _____
Field Training Officer Expense (\$40/ day for 20 days)	\$ _____

Total: \$ _____

Signature

Date

Witnessed

Date