

**The Town of Upper Marlboro**  
**POLICE OFFICER EMPLOYMENT AGREEMENT**  
**TWO-YEAR OR THREE-YEAR CONTRACT**

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

WHEREAS, Section 82-15 of the Town Charter states that all subordinate officers and employees of the offices, departments, and agencies of the Town government shall be appointed and removed by the President, in accordance with rules and regulations in any merit system which may be adopted by the Board; and

WHEREAS, since the average cost to hire and deploy an officer is approximately \$4,000 without training, this employment agreement is used to help retain experienced officers for two years, or for a new officer, that will be sent to a training academy, for three years of continuous work; and

WHEREAS, the said officer agrees that if the officer leaves employment with the Town before the end of the 2- or 3-year term, whichever is applicable, then the officer will be required to pay back at least some of the money that the Town expended on said officer during the hiring process, equipping and training; and

WHEREAS the purpose of this Agreement is to ensure that the Town receives the services of a police officer for a minimum of two (2) years for experienced officers and three (3) years for new officers in order that the Town may recoup the investment of time and money expended in training and outfitting the Police Officer; and

WHEREAS, Ordinance 2022-06 in Section F (Employment Contracts) states that employees are normally recruited and hired as "at-will" employees without an employment contract and the terms of employment are governed by the Employee Handbook and other personnel policies and regulations; however, the Board may enter into employment contracts with individuals having unique skills, experience or special training and education, and employment contracts and recruitment shall not be subject to the competitive bid requirements governed by said Ordinance but shall be approved on an individual basis in accordance with the Charter and any other applicable law or policy; and

WHEREAS, pursuant to the Employee Handbook (2022 Edition) except for the Chief of Police, non-probationary police officers of more than one (1) year are not generally considered to be employed in an "at-will" status as they are subject to certain protections and requirements imposed by State law under the Maryland Police Accountability Act of 2021 codified as Public Safety Article, § 3-101 *et seq*; and

WHEREAS the Town desires to hire the Police Officer at the rank of: \_\_\_\_\_ and desires to modify such "at will" or merit employment contingent upon certain conditions stated herein below.

NOW THEREFORE, in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the mutual benefits and promises herein made, the Police Officer and the Town agree as follows:

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 of execution of this Agreement by said officer; 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 Employment Handbook, Probationary Period provisions.
3. In consideration of the benefits provided, the Police Officer agrees to remain employed by the Town, in employment for a period of at least three (3) years for new officers after satisfactory completion of all required training and preparation, and two (2) years for experienced or laterally hired officers 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, which is attached hereto and incorporated by reference herein.
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 or policies including any policies imposed by State Law.
5. The Mayor may waive the Police Officer's obligation under this agreement or may reduce it if in the Mayor's judgment, circumstances beyond the control of the Police Officer prevent the completion or performance of the contract.
6. Upon default by the Police Officer of the terms of Paragraph 3 of this agreement:
  - (A) Pursuant to the MD Code, Labor and Employment Art., § 3-503(2), the Police Officer expressly authorizes the Town 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 by the Town as stated in the paragraph immediately above.

(C) The Mayor 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 1/36<sup>th</sup> (2.78%) 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

THE TOWN OF UPPER MARLBORO

By: \_\_\_\_\_  
Chief of Police

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

[See Attachment A on separate page]

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)	\$ _____
Other ( _____ )	\$ _____

**Total: \$ \_\_\_\_\_**

\_\_\_\_\_  
Signature of Police Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witnessed

\_\_\_\_\_  
Date