

NAG HEAD POLICE DEPARTMENT
TOWN OF NAGS HEAD, NORTH CAROLINA
TRAINING AGREEMENT

THIS AGREEMENT

By and Between:

(hereafter called "RECRUIT"), and TOWN OF NAGS HEAD, a municipality of the State of North Carolina, (hereafter Called the "TOWN").

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

WHEREAS, RECRUIT, in consideration of employment by the TOWN OF NAGS HEAD, is willing to reimburse the TOWN for costs by the TOWN OF NAGS HEAD 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 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 NC Criminal Justice Training and Standards.
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 the TOWN OF NAGS HEAD, in compliance with applicable laws and the TOWN's regulations and operating procedures.

3. THE TOWN OF NAGS HEAD agrees to provide uniforms and equipment, where applicable, as determined by the TOWN to be necessary to the performance of assigned duties, and further, to make available to RECRUIT essential training, including, but not limited to:

_____ week(s) certified outside instruction and training
_____ week(s) approved in-house instruction and training
_____ week(s) supervised on-duty field training

RECRUIT acknowledges that the specified training periods are not exclusive, and that they may be expanded or reduced at the discretion of the TOWN OF NAGS HEAD.

4. The TOWN OF NAGS HEAD agrees to pay RECRUIT wages during training as provided for RECRUIT's pay grade and job classification.
5. The TOWN OF NAGS HEAD and RECRUIT agree that law enforcement training is expensive. RECRUIT understands that the TOWN undertakes the responsibility of training RECRUIT only because the 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 from his employment or is dismissed "for cause" as hereinafter defined from his position with the TOWN OF NAGS HEAD as a Police Officer, RECRUIT agrees to pay to the TOWN the following sum of money as liquidated damages to reimburse the TOWN for costs incurred by the TOWN OF NAGS HEAD 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 Course, RECRUIT shall pay the TOWN OF NAGS HEAD the sum of five hundred dollars (\$500.00).
 - 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 Course, RECRUIT shall pay the TOWN OF NAGS HEAD the sum of one thousand hundred dollars (\$1,000.00).
 - 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 Course, RECRUIT shall pay the TOWN OF NAGS HEAD the sum of one thousand hundred five hundred dollars (\$1,500.00).
 - 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 Course, RECRUIT shall pay the TOWN the sum of two thousand dollars (\$2,000.00).

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 seven hundred thirty-one (731) days from the date that RECRUIT begins attendance as a student in the Basic Law Enforcement Course, RECRUIT shall pay the TOWN the sum of three thousand dollars (\$3,000.00).

If RECRUIT remains employed with the TOWN OF NAGS HEAD for more than seven hundred thirty (730) calendar 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 but are rather agreed upon as liquidated damages to compensate the Town for its unreimbursed expenditures to train RECRUIT. It is agreed that liquidated damages are appropriate, in that training expenses are difficult to determine with certainty, and that injury to the 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 the Town may suffer under the circumstances for RECRUIT'S failure to complete at least two full years of employment with the TOWN. Liquidated damages are reasonable so that RECRUIT is not unjustly enriched by RECRUIT'S 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 the TOWN pursuant to this Agreement in the event that (a) RECRUIT's employment is terminated because of an injury or disease of sufficient seriousness as to prevent completion of the Basic Law Enforcement Course; (b) if, in the judgment of the TOWN, RECRUIT has failed to meet the minimum acceptable academic or performance standards required for graduation from the Basic Law Enforcement Course following a good faith effort to do so by RECRUIT; (c) if, in the judgment of the TOWN, RECRUIT is incapable of performing essential duties as a police officer; or other duties as assigned by the TOWN; or (d) if employment is terminated by the TOWN because of a reduction in force applying to the TOWN generally for reasons of fiscal economy. A leave of absence granted to RECRUIT by the 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 the 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 the TOWN or the NAGS HEAD POLICE DEPARTMENT policy and/or procedure. The final decision of whether termination is "for cause" shall be made

by the Town Manager. Notwithstanding anything stated by this Agreement, the employment relationship between RECRUIT and the TOWN is without fixed duration and remains at all times "at will" so that either party has the right to terminate the employment at any time even 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 the 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, the 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 the 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, the 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 the 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 Nags Head, North Carolina this ____ day of _____, 20 ____.

EMPLOYEE NAME (Please Print)

EMPLOYEE SIGNATURE

ADDRESS OF EMPLOYEE

CITY, STATE, ZIP of EMPLOYEE

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

NOTARY PUBLIC

My Commission Expires: _____

TOWN OF NAGS HEAD

BY: _____
Town Manager

This instrument has been pre-audited in compliance with the Local Government Budget and Fiscal Control Act.

Finance Officer