### TRAINING AGREEMENT NOTICE AND EXPLANATION

The attached Recruit Training Agreement is a contract. It says that the St. Louis Metropolitan Police Department agrees to train you to be a police officer at no cost to you, and that, in addition, the Department will pay you a living allowance during the time you are in training.

In return for this, the contract says that you agree to work for the St. Louis Metropolitan Police Department for at least four years. It also says that if you leave before four years are up <u>and</u> if you take a job with another law enforcement agency within one year of the time you resign from the St. Louis Metropolitan Police Department, you agree to pay back to the St. Louis Metropolitan Police Department a portion – based on how long you stayed – of the amount spend on your training and living allowance. The exact amount spent is set out in the contract.

The contract also says that if you owe the St. Louis Metropolitan Police Department money under this contact when you leave, the St. Louis Metropolitan Police Department can deduct up to that amount from your last paycheck or any other money the St. Louis Metropolitan Police Department may owe you at the time you leave.

### PLEASE BE SURE TO READ THE WHOLE CONTRACT YOURSELF. IF YOU DON'T UNDERSTAND IT, OR IF YOU HAVE CONCERNS ABOUT SIGNING THE CONTRACT, PLEASE FEEL REE TO SHOW IT TO ANYONE YOU LIKE, INCLUDING YOUR ATTORNEY, AND TO SEEK ADVICE.

IF YOU AGREE TO ALL THE TERMS OF THE CONTRACT, PLEASE SIGN IT IN FRONT OF A NOTARY PUBLIC AND HAVE IT NOTARIZED, THEN RETURN IT TO THE ST. METROPOLITAN POLICE DEPARTMENT WITH THE OTHER DOCUMENTS IN YOUR APPLICATION PACKET.

# YOU MUST SIGN THE CONTRACT IN ORDER TO BE CONSIDERED FOR THE POLICE ACADEMY. IF YOU DECIDE <u>NOT TO SIGN</u>, WE WILL NOT PROCESS YOUR APPLICATION.

# PLEASE SIGN HERE TO INDICATE THAT YOU HAVE RECEIVED BOTH THIS NOTICE AND THE ACTUAL CONTRACT WITH YOUR APPLICATION PACKET.

Applicant's Signature

#### BOARD OF POLICE COMMISSIONERS ST. LOUIS POLICE DEPARTMENT

#### POLICE TRAINING AGREEMENT

**THIS AGREEMENT,** made on the date set forth below, between the Board of Police Commissioners of the City of St. Louis (hereinafter "Board"), and

\_\_\_\_\_, currently residing at \_\_\_\_\_

\_\_\_\_\_, Missouri, hereinafter ("Recruit" or "Officer");

**WHEREAS,** the Board has accepted him/her as a Civilian Recruit in Training and intends to employ him/her as a commissioned police officer of the St. Louis Metropolitan Police Department; and

**WHEREAS,** Missouri law requires that the Recruit meet certain minimum training requirements in order to be qualified to perform the duties of a commissioned law enforcement officer in the City of St. Louis;

### IT IS, THEREFORE, AGREED THAT;

- 1. The Board will pay all of the fees and expenses in connection with the training to be provided for the Recruit at the St. Louis Police Academy, and will further pay the Recruit a living allowance during said training period the amount established for same by Board.
- 2. The Recruit agrees to devote full time and best efforts to the training program and to diligently perform all assignments made in connection therewith.
- 3. It is understood and agreed to by the parties that, although Recruit is classified as a civilian employee of the Board, Recruit is not expected to, and will be directed to, perform "work" which will be beneficial to Board during the training period. Recruit may, however, be required to perform certain tasks performed by commissioned police officers for the purpose of learning how to perform such tasks correctly.
- 4. It is further understood and agreed to by the parties that the living allowance paid by the Board to the Recruit during the Recruit's training period is not payment for services rendered, but, rather, is an allowance provided to Recruit solely so the Recruit may devote full time to the training program, and further, that said living allowance does not constitute "wages", "salary", or "compensation" insofar as those words may be interpreted as payment made in return for services rendered.
- 5. The Recruit agrees that if he/she should resign his/her employment as a police officer for the Board at any time within the forty-eight (48) months after the completion of said training program, and should accept employment within one (1) year from the date of such resignation with any other law enforcement agency, without regard to jurisdiction, then he/she shall reimburse the Board's option, of the living allowance, or a portion of said full amount of the living allowance. Specifically, he/she shall reimburse the Board, at the Board's option, either: 1) an amount equal to the sum of said living allowance divided by forty-eight (48), the multiplied by the number of months less that forty-eight (48) which the employee has served the Board as a Police Officer, or 2) a portion or percentage of the amount arrived at by the calculation set out in 1), supra.
- 6. The Recruit agrees that any amount to be so reimbursed or any portion of said amount may be deducted and retained by the Board from any compensation or other monies owing by the Board to the Recruit/Officer at the time of resignation.
- 7. In the event that the Board shall choose not to exercise its options set forth in Paragraph 5 and 6, <u>supra</u>, or in the event that the funds available from the exercise of said option in Paragraph 6 shall be insufficient to fully reimburse the Board pursuant to Paragraph 5, <u>supra</u>, the Recruit/Officer agrees that he/she shall be personally responsible for the prompt repayment to the Board of all monies owed by him/her to the Board pursuant to said Paragraph 5, <u>supra</u>.
- 8. That the total amount of living allowance subject to reimbursement under Paragraph 5, <u>supra</u>, is \$17,569, and that Recruit hereby agrees to repay Board the amount off \$17,569.

- 9. Upon termination of his/her employment, the Recruit/Officer agrees to return to the Board any training materials, equipment, literature, books, pamphlets, etc., in his/her possession, that may have been obtained in said training program.
- 10. Recruit/Officer may make monthly installment of no less that an amount equal to one/sixth of the total amount owed at the time of resignation. If the recruit fails to pay all monies owed within six months of resignation, interest shall be charged at a rate of 9% compounded monthly on all monies still owing after six months after resignation.

IN WITNESS WHEREOF, this Agreement has been executed this \_\_\_\_\_ day of \_\_\_\_\_, 20 .

Recruit (Signature)

BOARD OF POLICE COMMISSIONERS OF THE CITY OF ST. LOUIS

For the Board of Police Commissioners

Date Training Commenced	l:	
Date Training Completed:		
STATE OF MISSOURI	·	
CITY OF ST. LOUIS	) SS )	
On this	_day of	, 200 , before me personally appeared -
instrument and acknowledg	ged to me that he/	, to me known to be the person described and who executed the forgoing she executed the same as his/her free act and deed.

**IN TESTIMONY WHEREOF,** I have hereunto set my hand and affixed my official seal in the City and State the day and year above written.

Notary Public