



**City of Montgomery
Montgomery Police Department**

**Montgomery Police Officer
College Incentive Program Agreement**

WHEREAS, the City of Montgomery wishes to provide post-secondary education to sworn police officers actively serving in the capacity of police officer in the police department of the City of Montgomery for the purpose of achieving a better-educated police force and for providing incentive to employment and continued employment, and the City having contracted with Auburn University at Montgomery to provide a program of classes for the said purpose; and

WHEREAS, the undersigned police officer wishes to participate in the Montgomery Police Officer College Incentive Program (hereinafter referred to as “the program”) for the purpose of working toward and obtaining a post-secondary degree in criminal justice:

NOW THEREFORE, in consideration of the terms and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

Tuition and Fees. The City of Montgomery shall pay to Auburn University at Montgomery (hereinafter referred to as “the University”), on behalf of the undersigned police officer, pursuant to the terms and conditions herein, the cost of tuition and fees, as prescribed by the University, for each semester that the undersigned officer is enrolled in the University’s criminal justice Bachelor of Science program or criminal justice Masters of Science program. The City shall not pay the cost of books or materials required for the classes or courses taken.

Employment Requirement. The undersigned police officer shall be actively employed as a police officer in the police department of the City of Montgomery during the entire duration of each succeeding semester that he or she is enrolled in the University’s criminal justice program. In the event that the officer ceases to be actively employed as a police officer with the City of

Montgomery police department, whether voluntarily or otherwise, the City of Montgomery shall cease payment for any further tuition and fees incurred after the date of the separation of the officer's employment. If the said separation of employment occurs during a semester for which the City of Montgomery has expended money for tuition and fees on behalf of the officer, the officer shall reimburse the City of Montgomery for all tuition and fees expended for that semester.

Minimum Standards. The undersigned police officer shall, during the entire duration of his or her enrollment at the University, take and enroll in only those classes which are required by the University for the attainment of either a Bachelor of Science degree in Criminal Justice or a Masters of Science degree in Criminal Justice, including only the number of electives prescribed by the University for the attainment of those degrees. The City shall pay for the tuition and fees for only the number of hours necessary for the attainment of one or both of the above-described degrees, as may be prescribed by the University from time to time. The undersigned officer shall maintain a minimum 2.0 or higher cumulative grade point average while enrolled in the Bachelor of Science program, and a 3.0 or higher cumulative grade point average while enrolled in the Masters of Science program, as that cumulative grade point average is calculated by the University at the end of each semester. Such minimum grade point average shall be maintained during the entire duration of the undersigned officer's enrollment in the University's criminal justice program. In the event that the undersigned officer's cumulative grade point average falls below a 2.0 in the Bachelor of Science program, or a 3.0 in the Masters of Science program, the City shall cease payment for any tuition and fees which are incurred by the undersigned police officer until such time as the cumulative grade point average rises to the minimum cumulative grade point average or higher, as required above. In the event that the undersigned police officer receives a failing grade in any particular class, or receives any other grade or standing in a particular class which requires the officer to repeat the class, the officer shall be responsible for reimbursing the City for the cost of the class. The City of Montgomery shall not pay for any tuition or fees associated with the repetition of the said class.

The undersigned officer will submit to the Chief of Staff, no later than 10 days after the conclusion of an enrolled semester or term, a copy of their final grades, to include the current term GPA and cumulative GPA.

In the event that the undersigned officer voluntarily selects to withdraw, resign or drop a course after enrollment, it will be the responsibility of the individual officer to fully compensate the City of Montgomery for any and all expenses of said course not refunded by the University. Reimbursement is not applicable if

the officer withdraws, resigns, or drops a course due to departmental reassignment or unforeseen official duty requirements.

Duration of Program. The City of Montgomery shall continue the program for so long as funding for the Montgomery police officer college incentive program is provided for in the police department's annual budget. The City reserves the right to terminate this agreement at the end of any fiscal year in which funding is provided and after which, in the next succeeding fiscal budget, funding is not provided.

Financial Aid. The undersigned officer shall make all efforts to apply for any and all financial aid which may be available, or which may become available, to him or her from time to time through the University's financial aid office or representatives.

The undersigned officer agrees and understands that he or she is not acting within the line and scope of their duty as a police officer, and are in no way acting as an agent for the City of Montgomery while he or she is attending class, studying, or attending or participating in extra-curricular activities associated with the University or its social and fraternal organizations, whether on the University's campus or not.

Entered into this _____ day of _____, 2015

Police Officer's Name (Printed)

Police Officer's Signature

Ernest N. Finley, Chief of Police

J. Christopher Murphy, MDPS Director