

To All Members:

Our agency has not in the recent past sent entry level personnel to a police academy. We are trying to change that and send at least two to an upcoming academy. However, we do not want to train the employee to have them leave for another agency upon or shortly after graduation. We are exploring an agreement/contract that we would enter into with the person, wherein they would agree to repay the City if they left the PD for another agency, or for other circumstances (other than a termination), before the agreed upon time expiring. If anyone would have such an agreement/contract that I could get my hands on, I would greatly appreciate it. And, if someone has done this, and the person did leave early, did your City/Agency experience difficulties in getting your money back?

Thanks for your help!

Mark DeRosia
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Regarding the information I requested regarding contracts for people hired to go to the academy, the following information was learned:

Of all the emails sent out, only nine agencies replied with information regarding sending people to the academy.

Of those nine, one said that their city attorney advised that if the person broke the contract, there was little they could do.

One agency was successful in going to court and recouping training costs only.

The other agencies (7) did not report any issues thus far.

Several agencies send sample agreements/contracts used for those that their agency hired to go to the academy.

In a recent (within the last year) an agency did go to court regarding a person who did not meet the terms of the contract. The court ruled that while the agency could recoup training costs, they could not recoup the salary for the employee.

Delano has consolidated the contracts received and is moving forward with going to the Council for approval. Our contract reflects "all costs associated with the employee's training" and specifically addresses salary not being part of the equation. At least one agency in their agreement had a statement in the agreement that reflected that the contract did not in any way modify the Chief's right to impose discipline.

I would like to thank those who responded to my questions. I apologize for the lateness in returning this to the listserve, but as like everyone else, we have been crunching the numbers for budget. I do not have the court case that made the ruling regarding recouping training costs only, however, your agency's city attorney should have it. Our attorney is suppose to be sending it to me, and when I get it, I will send it out for your reference (if you already dont have it).

Thanks again to all,

Mark DeRosia
Chief of Police
City of Delano