

*Do any agencies have a contract with an entry level employee to recover training costs if they leave for another agency within two years?*

Chief Pete Petersen  
Clayton PD  
925-673-7350

1. Court decisions limit the type of expenses an agency can recover from a recruit who does not meet the obligations of his/her contract. I'll dig up our city attorney's decision and bring with me tomorrow or send to Clayton PD next week. Generally, tuition, academy, uniform and other costs cannot be recovered from an employee. Training costs such as FTO overtime are allowed. This significantly limits the amount an agency can recover from about \$30,000 to about \$3,000-\$4,000 depending on salary and fringe benefit costs.

Chief Richard J. Ehle  
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rehle@ci.capitola.ca.us <mailto:rehle@ci.capitola.ca.us>

2. Pete, you might start with getting some advice from police attorneys Marty Mayer or Bruce Praet. My understanding is such contracts were ruled illegal a few years ago. Specifically, I don't have it at my fingertips but the law states (I believe it is part of FLSA) you cannot charge any candidate for any required testing such as backgrounds, psychs, medicals, etc. In fact, you can't even require a candidate to pay for their own credit report. This came up in our department with our old Chief a couple years ago prior to my arrival where he was asking candidates to provide their own credit reports at their own expense. Once researched, we found that a law enforcement employer cannot do this. In addition, I recall such employment contracts requiring employees to reimburse agencies if they left prior to a certain time period were ruled illegal. I'm out of the office in team building for three days (responding to your email from home) so if you don't get specific information, I might be able to put my hands on it when I return to my office on Monday.

With our budget cuts and losing officers, our high housing costs, etc. etc. etc., we are approaching being in the same boat as you here shortly. Good luck.

John DeRohan, Chief  
Morro Bay Police

3. Pete,  
We did have a contract that we discontinued using because they were not enforceable. You may want to discuss this issue with Marty Mayor. I will send you a copy of the contract if you'd like.

Steven C. Lind  
Chief of Police  
Scotts Valley Police Dept.  
(831) 440-5651  
[slind@scottsvalley.org](mailto:slind@scottsvalley.org)

4. >>> "Doug Krathwohl" <DougK@ci.san-pablo.ca.us> 07/27/05 09:50AM >>>  
The City of Arcata used to have a contract for new officers to recover the cost of academy training if they left before three years. We have a provision in our MOU that I wanted a few years ago that ensure reimbursement to the city for college money we give per year in pursuit of a degree, but not for basic training which they usually get before we hire them anyway.
5. Attached are copies of the Employment Agreements we have with sworn police. We have different amounts of "damages" for Lateral, Pre-Service and Recruit classifications. The Employment Agreement is for thirty-six months, with accesses "damages" for every month less than thirty-six months employment. While I have had many Firefighters leave prior to the thirty-six months and have imposed the Agreement terms on them, in my 7+ year tenure here we haven't had an officer leave prior to the Agreement term.
6. The "damages" were calculated based on a calculation of the "costs" associated with recruitment, testing and training. Of those, a portion was determined to be related to the individual. Also attached is a matrix showing the "costs" that were used when the Agreements were first proposed and approved by the City Council.

I very recently had two Firefighters challenge the Agreement in Superior Court and we prevailed on Summary Judgment. They threatened to appeal but ended up settling for the Agreement amount (\$12,000+ each; we waived attorney costs). I mention this because MANY folks believe that these Agreements are illegal. At least one judge disagreed. The legality argument primarily revolves around Business and Professions Code 16600.

Bob

Robert A. Blackwood  
Director of HR & Risk Mgmt  
City of Monterey Park  
(626) 307-1341

7. Pete, we had a contract at one time, but it was later found unconstitutional and it was dropped. I know the S.O. had similar contracts, but I believe they went away from them also, as they were unenforceable. There used to be an ad in the PORAC newspaper from a law firm asking officers who had signed employment contracts to contact them as they were illegal. Again, I don't know the in's and out's, but CCCSO was a big player in this issue. Mark
8. Pete:  
I believe Contra Costa County SO had some type of contract a few years back, but ran into legal problems and ended up having to cancel it after a law suit. You might want to check with them. I seem to recall that there were FLSA issues, but I don't have any details.

Chief Doug Hambleton  
Berkeley Police Department  
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[dhambleton@ci.berkeley.ca.us](mailto:dhambleton@ci.berkeley.ca.us)

9. We had a policy for awhile of requiring lateral transfers who leave the department in the first year, to reimburse us for the cost of their background investigation. If they left in the second year, they had to reimburse us 50%. My City Attorney advised me to stop doing that.
10. I do know that Vernon PD requires officers to sign a three-year contract. If they leave before the three years are up, they have to pay a substantial amount of money. H

Hope this helps.  
Bernard Melekian  
Chief of Police - Pasadena

11. Pete, talk to Marty Mayer about this. These contracts aren't worth the paper they are written on. Some agencies still have these but they won't stand up to a legal challenge....thanks, Bruce

Bruce E. Hagerty, Chief of Police  
Chico Police Department  
1460 Humboldt Road  
Chico, CA 95928  
Office: 530.897.4950  
Fax: 530.895.4929

12. Hi Pete,

I am interested in this topic also. Can you please forward me any feedback you obtain. Sausalito PD has the same issue. Thank you.

Scott

Scott Paulin, Chief of Police  
Sausalito Police Department  
300 Locust Street  
Sausalito, Ca. 94966  
(415) 289-4181  
[spaulin@ci.sausalito.ca.us](mailto:spaulin@ci.sausalito.ca.us)

13. Pete,

Attached is a copy of our police officer contract. We have not had a need to use the contract for quite some time as we have hired full-time members from our reserve officer staff. These officers have stayed with the agency for over three years. I hope this helps. If you have any questions, please feel free to contact me direct at 650-755-9514.

Greg – Broadmoor PD

14. Chief,

Atherton PD, like a number of PDs, used to use employment contracts - but no longer do. I even successfully argued one in small claims court on a dispatcher that left after two days on the job, and won.

Unfortunately, an East Bay Attorney, took this action and successfully made cities give back the \$ they received from employees who left prior to there committed time. That pretty much put an end to employment contracts. I think the main reason that the court(s) took was: a city can't demand reimbursement for an expense on something that they are mandated to do. Best examples are psycs, meds, backgrounds, etc.

This goes back a few years but that is how I recall it. Best of Luck on the new Chief selection! I have a favorite in your process..... hope she gets it!

Glenn Nielsen  
Atherton Police

15. You know, we had that in Oakland but I think it was determined to be illegal. George Hart (925 648-1307) might recall.

Bob Nichelini – Vallejo PD

16. Chief,

This is our my agency is using. It requires 36 months of return service and or a prorated repayment if the employee separates within that 36 months. Let me know if you have any questions.

Regards,  
Reuben P. Shortnacy, Chief of Police  
Corcoran Police Department

17. San Francisco County S.O. may still use that process. I had heard, however, that it was not enforceable. We too used to experience some of the same issues you mention. Our last recruiting sergeant helped us out significantly by informally interviewing entry level candidates to understand what they were looking for in law enforcement. Those who were looking for things we could not offer, like a high level of activity, were sent to other, busier agencies. One of the questions in our oral board asks the candidates to explain the types of calls we handle and the activity level, again in an effort to weed out those who will not fit our agency. To better understand the agency, we also strongly encourage candidates to complete at least one ride along before participating in an oral board. These efforts have been fairly successful.

Good luck. This is difficult situation for agencies of our size. We need to find applicants who truly believe in community service more than pure law enforcement.

Jon Froomin, Captain  
Foster City Police Department  
1030 East Hillsdale Boulevard  
Foster City, CA 94404  
650-286-3332 (Office)  
650-573-9080 (FAX)

18. Hey part timer!!  
We tried the contract thing but the city attorney felt it could not be defended. Co.Co County tried it too and I think they got sued and lost. My info, as you know, could be as accurate as a Gillespie informant. I'm on vacation in Colorado but wanted to chime in and say hi.  
Pete

- 19. I would contact LAPD and Vernon.....  
Tom Armstrong, Assistant Chief of Police  
El Monte Police Department  
626/580-2106)
- 20. Please forward all responses you receive, I am suffering the same retention issues. Thanks.  
Joe Pecs, Chief of Police  
Bishop Police Department  
207 W. Line St.  
Bishop, CA 93514  
Office 760-873-5823  
Fax 760-872-3485
- 21. Pete,  
You should check with a Police Legal Advisor, such as Marty Mayer. It is my understanding that such contracts are basically exercises in futility and have very little practical value as far as being enforceable. Of course, I could be wrong which is why I suggest you contact a police legal expert such as Marty.  
Rick
- 22. Pete:  
  
Went out to everyone, plus a copy to Marty Mayer, I seem to remember that you cannot force someone to pay back academy costs etc. as part of a hiring agreement, but Marty will have to answer this one.  
  
Craig

**CITY OF CORCORAN  
STUDENT LOAN AND PRE-EMPLOYMENT AGREEMENT**

This Student Loan and Pre-Employment Agreement (hereinafter "Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by and between \_\_\_\_\_ (hereinafter "Student") and the CITY OF CORCORAN and its POLICE DEPARTMENT (hereinafter, collectively, "CITY").

**RECITALS**

\_\_\_\_\_ has been evaluated by the CITY and has been found eligible for a Student Loan to facilitate Student's attendance at the police academy. Student has represented his/her interest to attend the course of study faithfully and to expend student's best efforts during the entire course of study.

The City is willing to provide Seller's Student Loan for such purposes, subject to Student's repayment obligations and commitments, contained in this Agreement.

NOW, THEREFORE, in consideration of the covenants, conditions and agreements set forth herein, Student and CITY agree as follows:

I  
STUDENT LOAN

Following execution of this Agreement, the City agrees to lend Student an amount of money, not to exceed \$2,500.00, to reimburse Student for the cost of tuition, books, supplies and equipment for Student's enrollment at an approved P.O.S.T. Academy. The P.O.S.T. Academy selected by Student must be approved, in advance of enrollment, in writing, by CITY. Reimbursement shall be supported by receipts. At the option of CITY, fees for tuition and/or supplies may be paid directly by the CITY.

Following execution of this Agreement, the CITY also agrees to lend Student an amount not to exceed \$    -0-     per week for living expenses during the time Student is enrolled and actively attending the approved P.O.S.T. Academy during the 24 weeks of the P.O.S.T. program. The "Student Loan" for purposes of this Agreement shall be the total sums expended by the CITY under paragraphs 1 and 2 of this Article I.

Student will provide to the CITY such written confirmation and assurances from the P.O.S.T. Academy institution as CITY may request, from time-to-time, as evidence of Student's continuing enrollment and successful graduation. Student also agrees to faithfully attend the classes offered by the P.O.S.T. Academy and to exert his/her best efforts during the entire term or terms of the course of study.

The CITY reserves the right to terminate the agreement at any time subsequent to graduation if the CITY determines that the Student is not performing up to the established standards, has violated any of the Student's commitments hereunder, or has abandoned or dropped any of the academy courses of study.

II  
EMPLOYMENT

Upon Student's successful graduation from the P.O.S.T. Academy, the CITY agrees to offer Student employment as a new police officer if a full-time position is available at the Corcoran Police Department and if Student remains qualified, as determined by the City's Chief of Police. Such offer may be conditioned on such physical, psychological or other examinations, as the Chief of Police deems necessary.

In the event a full-time police officer position is not available upon Student's graduation, and if a position is available as a reserve officer with the CITY, CITY agrees to offer Student employment as a reserve police officer until such time as a full-time position becomes available, however, for a period of up to six (6) months, such offer may be conditioned on such physical, psychological or other examinations, as the Chief of Police deems necessary.

### III LOAN REPAYMENT

If Student is hired by the CITY as a full-time police officer, following graduation, in accordance with Article II of this Agreement, the full amount of the Student Loan shall be reduced at the rate of one-thirty-sixth (1/36) of the amount of the Student Loan per month for each month of full-time employment with CITY. As a result, if Student remains continuously employed as a full-time police officer, at the end of three (3) years, the full amount of the Student Loan shall be deemed paid.

If Student's employment with CITY commences in accordance with Article II of this Agreement, but is terminated for whatever reason, including, but not limited to, resignation, failure to successfully complete probationary period, termination or lay off, then any unpaid balance of the Student Loan shall become immediately due and payable in full on Student's final day of employment with the CITY and Student hereby authorizes the CITY to deduct the full unpaid balance of the Student Loan from Student's final paycheck from the CITY. Student agrees to repay all amounts remaining following said deduction within 30 days of the final day of employment.

If, following graduation from P.O.S.T. Academy, Student does not secure full-time employment with CITY, but secures employment with another police or public safety agency, the unpaid balance of the Student Loan shall become immediately due and payable in full on the first day of such employment.

If, following graduation from the P.O.S.T. Academy and after diligent and persistent efforts to seek such employment, Student is not offered full-time employment with a Police or Public Safety Agency for a period of six (6) months following the date of graduation, the Student Loan shall be deemed fully paid at the end of the six (6) month period.

In all other cases not described in paragraphs 1-4 of this Article, the unpaid balance of Student Loan shall be paid in full six (6) months after graduation from the P.O.S.T. Academy. In the case of premature termination of the agreement by the CITY pursuant to Article I, the unpaid balance becomes due immediately upon termination.

### IV MISCELLANEOUS

If legal action is undertaken by either party to this Agreement to seek enforcement for its breach, the prevailing party in said action shall be entitled to an award of its attorneys'

fees and costs, in addition to all other relief.

This Agreement constitutes the full and complete agreement between the parties and supersedes all prior verbal or written communications with regard to the subject matter hereof. There are no agreements between the parties outside of the terms contained herein. This agreement may be modified only in writing signed by both parties.

DATED: \_\_\_\_\_ CITY OF CORCORAN

By \_\_\_\_\_

DATED: \_\_\_\_\_ STUDENT

By \_\_\_\_\_

I acknowledge and understand the Broadmoor Police Department (hereinafter referred to as "Department") desires and intends to hire only Police Officers who will remain employed with the Department for a minimum of thirty-six (36) months.

In consideration for being hired as Police Officer in Broadmoor and for the valuable training received in the Department:

I hereby agree that, unless rejected on probation or terminated as a Police Officer with Broadmoor, I will remain with the Department for a minimum period of thirty-six (36) months from the date of hire.

I further agree that, if I resign from the Department within thirty-six (36) months of my date of hire and accept a sworn position with another law enforcement agency within ninety (90) days of my resignation, I will reimburse the Department for the costs related to my Basic Police Academy, On-the-Job Training and Post-Academy Training provided by the Department.

Should it become necessary for the Department to file suit in order to collect such costs, I further agree to pay all costs of said suit, including attorney's fees incurred by the Department, as well as interest allowed at the legal rate on the amount owed by me.

I understand that all terms and conditions of employment remain unchanged by this agreement, and that this agreement in no way guarantees me any right to continued employment. All Department Rules and Regulations, and the Memorandum of Agreement between the Police Officers Association and the Department are in full effect during my employment with the Department. I recognize that this agreement has no effect on the authority of the Chief of Police, or his designee, to invoke disciplinary actions.

The position will include the following benefits:

\_\_\_\_\_  
\_\_\_\_\_

Salary offered will be \$\_\_\_\_\_ per hour (\$\_\_\_\_\_ per month).

In the event you find these conditions acceptable, please acknowledge receipt.

Signature

Date

**CITY OF MONTEREY PARK  
EMPLOYMENT AGREEMENT  
(Police Officer – LATERAL)**

This employment agreement is made, entered into and executed in duplicate originals, either copy of which may be considered and used as the original hereof for all purposes, as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in the City of Monterey Park, County of Los Angeles, California by and between the CITY OF MONTEREY PARK, a Municipal corporation (hereinafter referred to as “City”) and \_\_\_\_\_ (hereinafter referred to as “Employee”).

**RECITALS**

WHEREAS, the City is a general law City and subject to the provisions of the Government Code of the State of California; and

WHEREAS, a personnel system has been established pursuant to Government Code Section 45001; and

WHEREAS, the City Municipal Code and the City Personnel Rules and Regulations govern employer/employee relations; and

WHEREAS, it is the desire of the City Council to provide by contract certain conditions of employment with police officers; and

WHEREAS, the City requires police officers to serve an eighteen (18) month probationary period as a sworn police officer; and

WHEREAS, after hire, Employee is not an experienced police officer with City, and will have to undergo further field training and supervision by the Police Department to become an effective police officer for the City; and

WHEREAS, the City incurs great expense in the recruitment process and in financing Employee’s training through an in-service training program: and

WHEREAS, in consideration of City providing training and incurring such expense, the Employee shall agree to work for the City for at least thirty-six (36) months (subject to City/Department initiated separation of the Employee from employment pursuant to City/Department rules and regulations) and not become employed as a sworn police officer, in any other jurisdiction during said thirty-six (36) month period of time, and if the employee does become so employed, the employee agrees to pay the City damages as set forth herein.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREIN CONTAINED THE PARTIES HERETO AGREE AS FOLLOWS.

SECTION 1:       The City and the Employee agree that the recitals contained

hereinabove are true and correct.

SECTION 2: The City Manager hereby appoints Employee to serve as a Police Officer in the Police Department of the City.

SECTION 3: The Employee hereby agrees that in accepting the appointment of Police Officer that he or she will remain with the City Police Department for at least a thirty-six (36) month period commencing upon Employee being first employed by the City as a sworn City police officer and not become employed as a sworn officer of any rank in any other jurisdiction during said thirty-six (36) month period of time. If the Employee does become so employed, the Employee agrees to pay the City damages as set forth herein.

SECTION 4: The Employee agrees that this agreement does not create a property right in employment in the position of police officer in the Police Department of the City.

SECTION 5: All provisions of the City Municipal Code and the Personnel Rules and Regulations and any current Memorandum of Understanding as now exists or as may be amended shall apply to the Employee.

SECTION 6: On breach of the terms of this agreement by the Employee, the Employee shall pay to the City a sum equivalent to \$500.00 per month for each month less than the thirty-six (36) months worked hereunder to compensate the City for damages suffered by the City for such breach, it being impossible to ascertain the entire or exact cost, damage, or injury which the City may sustain by reason of the breach, and such sum is agreed on as compensation for the injury suffered by the City, and not as a penalty.

SECTION 7: Employee agrees that without the necessity of a judgment being rendered against him, the total amount of the agreed upon damages described in Section 6 shall be withheld by the City from any closing amount due to the Employee, and that any remaining unpaid balance shall be remitted by the Employee with 30 days of leaving City employment.

SECTION 8: Employee agrees to pay City for reasonable attorney fees and/or costs incurred by the City in enforcing this agreement and in collecting any monies due and owing pursuant to the agreement, and that said amounts shall be part of any judgment against the Employee for breach of this agreement. **INITIAL** \_\_\_\_\_

SECTION 9: This agreement shall become effective commencing the date Employee is appointed as Police Officer as indicated on the Personnel Action Form created as part of the initial hiring process.

SECTION 10: This Agreement is only applicable to an Employee working for the City in the classification of "Police Officer."

IN WITNESS WHEREOF, the City has caused this Agreement to be signed and executed on its behalf by the City Manager and the Employee has signed and executed this Agreement, both in duplicate.

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EMPLOYEE

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Date

\_\_\_\_\_  
CITY MANAGER  
City Of Monterey Park, California

\_\_\_\_\_  
Date

S:/Police Department/LATERAL Police Employment Agreement  
Revised June 6, 2003

**CITY OF MONTEREY PARK  
EMPLOYMENT AGREEMENT  
(Police Officer – LATERAL)**

This employment agreement is made, entered into and executed in duplicate originals, either copy of which may be considered and used as the original hereof for all purposes, as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in the City of Monterey Park, County of Los Angeles, California by and between the CITY OF MONTEREY PARK, a Municipal corporation (hereinafter referred to as "City") and \_\_\_\_\_ (hereinafter referred to as "Employee").

**RECITALS**

WHEREAS, the City is a general law City and subject to the provisions of the Government Code of the State of California; and

WHEREAS, a personnel system has been established pursuant to Government Code Section 45001; and

WHEREAS, the City Municipal Code and the City Personnel Rules and Regulations govern employer/employee relations; and

WHEREAS, it is the desire of the City Council to provide by contract certain conditions of employment with police officers; and

WHEREAS, the City requires police officers to serve an eighteen (18) month probationary period as a sworn police officer; and

WHEREAS, after hire, Employee is not an experienced police officer with City, and will have to undergo further field training and supervision by the Police Department to become an effective police officer for the City; and

WHEREAS, the City incurs great expense in the recruitment process and in financing Employee's training through an in-service training program: and

WHEREAS, in consideration of City providing training and incurring such expense, the Employee shall agree to work for the City for at least thirty-six (36) months (subject to City/Department initiated separation of the Employee from employment pursuant to

City/Department rules and regulations) and not become employed as a sworn police officer, in any other jurisdiction during said thirty-six (36) month period of time, and if the employee does become so employed, the employee agrees to pay the City damages as set forth herein.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREIN CONTAINED THE PARTIES HERETO AGREE AS FOLLOWS.

SECTION 1: The City and the Employee agree that the recitals contained hereinabove are true and correct.

SECTION 2: The City Manager hereby appoints Employee to serve as a Police Officer in the Police Department of the City.

SECTION 3: The Employee hereby agrees that in accepting the appointment of Police Officer that he or she will remain with the City Police Department for at least a thirty-six (36) month period commencing upon Employee being first employed by the City as a sworn City police officer and not become employed as a sworn officer of any rank in any other jurisdiction during said thirty-six (36) month period of time. If the Employee does become so employed, the Employee agrees to pay the City damages as set forth herein.

SECTION 4: The Employee agrees that this agreement does not create a property right in employment in the position of police officer in the Police Department of the City.

SECTION 5: All provisions of the City Municipal Code and the Personnel Rules and Regulations and any current Memorandum of Understanding as now exists or as may be amended shall apply to the Employee.

SECTION 6: On breach of the terms of this agreement by the Employee, the Employee shall pay to the City a sum equivalent to \$500.00 per month for each month less than the thirty-six (36) months worked hereunder to compensate the City for damages suffered by the City for such breach, it being impossible to ascertain the entire or exact cost, damage, or injury which the City may sustain by reason of the breach, and such sum is agreed on as compensation for the injury suffered by the City, and not as a penalty.

SECTION 7: Employee agrees that without the necessity of a judgment being rendered against him, the total amount of the agreed upon damages described in Section 6 shall be withheld by the City from any closing amount due to the Employee, and that any remaining unpaid balance shall be remitted by the Employee with 30 days of leaving City employment.

SECTION 8: Employee agrees to pay City for reasonable attorney fees and/or costs incurred by the City in enforcing this agreement and in collecting any monies due and owing pursuant to the agreement, and that said amounts shall be part of any judgment against the Employee for breach of this agreement. **INITIAL** \_\_\_\_\_

SECTION 9: This agreement shall become effective commencing the date Employee is appointed as Police Officer as indicated on the Personnel Action Form

created as part of the initial hiring process.

SECTION 10: This Agreement is only applicable to an Employee working for the City in the classification of "Police Officer."

IN WITNESS WHEREOF, the City has caused this Agreement to be signed and executed on its behalf by the City Manager and the Employee has signed and executed this Agreement, both in duplicate.

\_\_\_\_\_  
EMPLOYEE Date

\_\_\_\_\_  
CITY MANAGER Date  
City Of Monterey Park, California

S:/Police Department/LATERAL Police Employment Agreement  
Revised June 6, 2003

**CITY OF MONTEREY PARK  
EMPLOYMENT AGREEMENT  
(Police Officer – Recruit Position)**

This employment agreement is made, entered into and executed in duplicate originals, either copy of which may be considered and used as the original hereof for all purposes, as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in the City of Monterey Park, County of Los Angeles, California by and between the CITY OF MONTEREY PARK, a Municipal corporation (hereinafter referred to as "City") and \_\_\_\_\_ (hereinafter referred to as "Employee").

**RECITALS**

WHEREAS, the City is a general law City and subject to the provisions of the Government Code of the State of California; and

WHEREAS, a personnel system has been established pursuant to Government Code Section 45001; and

WHEREAS, the City Municipal Code and the City Personnel Rules and Regulations govern employer/employee relations; and

WHEREAS, it is the desire of the City Council to provide by contract certain conditions of employment with police officers; and

WHEREAS, the City requires police officers to serve an eighteen (18) month probationary period following successful completion of a Police Academy as a Police Officer Recruit and subsequent appointment as a sworn police officer; and

WHEREAS, after hire, Employee is not an experienced police officer, and will have to undergo further field training and supervision by the Police department to become an effective police officer for the City; and

WHEREAS, the City incurs great expense in financing Employee's training in a police academy and through in-service training; and

WHEREAS, in consideration of City providing training and incurring such expense, the Employee shall agree to work for the City for at least thirty-six (36) months (subject to City/Department initiated separation of the Employee from employment pursuant to City/Department rules and regulations) and not become employed as a sworn police officer, in any other jurisdiction during said thirty-six (36) month period of time, and if the employee does become so employed, the employee agrees to pay the City damages as set forth herein.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREIN CONTAINED THE PARTIES HERETO AGREE AS FOLLOWS.

SECTION 1: The City and the Employee agree that the recitals contained hereinabove are true and correct.

SECTION 2: The City Manager hereby appoints Employee to serve as a Police Officer Recruit and, upon successfully completing a police academy, as a Police Officer in the Police Department of the City.

SECTION 3: The Employee hereby agrees that in accepting the appointment of Police Officer Recruit/Police Officer and subsequently as Police Officer, that he or she will remain with the City Police Department for at least a thirty-six (36) month period commencing upon becoming enrolled in a law enforcement academy as a Police Officer Recruit where said tuition is funded all or in part by the City and not become employed as a sworn officer of any rank in any other jurisdiction during said thirty-six (36) month period of time. If the Employee does become so employed, the Employee agrees to pay the City damages as set forth herein.

SECTION 4: The Employee agrees that this Agreement does not create a property right in employment in the position of Police Officer Recruit/Police Officer in the Police Department of the City.

SECTION 5: All provisions of the City Municipal Code and the Personnel Rules and Regulations and any applicable current Memorandum of Understanding as now exist or as may be amended shall apply to the Employee.

SECTION 6: On breach of the terms of this agreement by the Employee, the Employee shall pay to the City a sum equivalent to \$1,000 per month for each month less than the thirty-six (36) months worked hereunder to compensate the City for damages suffered by the City for such breach, it being impossible to ascertain the entire

or exact cost, damage, or injury which the City may sustain by reason of the breach, and such sum is agreed on as compensation for the injury suffered by the City, and not as a penalty.

SECTION 7: Employee agrees that without the necessity of a judgment being rendered against him, the total amount of the agreed upon damages described in Section 6 shall be withheld by the City from any closing amount due to the Employee, and that any remaining unpaid balance shall be remitted by the Employee with 30 days of leaving City employment.

SECTION 8: Employee agrees to pay City for reasonable attorney fees and/or costs incurred by the City in enforcing this agreement and in collecting any monies due and owing pursuant to the agreement, and that said amounts shall be part of any judgment against the Employee for breach of this agreement. **INITIAL** \_\_\_\_\_

SECTION 9: This agreement shall become effective commencing the date Employee is appointed as Police Officer Recruit as indicated on the Personnel Action Form created as part of the initial hiring process.

SECTION 10: This Agreement is only applicable to an Employee working for the City in the classification of "Police Officer Recruit/Police Officer."

IN WITNESS WHEREOF, the City has caused this Agreement to be signed and executed on its behalf by the City Manager and the Employee has signed and executed this Agreement, both in duplicate.

\_\_\_\_\_  
EMPLOYEE

\_\_\_\_\_  
Date

\_\_\_\_\_  
CITY MANAGER  
City Of Monterey Park, California

\_\_\_\_\_  
Date

S:/Police Department/Police Recruit Employment Agreement  
Revised June 6, 2003

**CITY OF MONTEREY PARK**  
**EMPLOYMENT AGREEMENT**  
(Police Officer – Pre-Service)

This employment agreement is made, entered into and executed in duplicate originals, either copy of which may be considered and used as the original hereof for all purposes, as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in the City of Monterey Park, County of Los Angeles, California by and between the CITY OF MONTEREY PARK, a Municipal corporation (hereinafter referred to as “City”) and \_\_\_\_\_ (hereinafter referred to as “Employee”).

**RECITALS**

WHEREAS, the City is a general law City and subject to the provisions of the Government Code of the State of California; and

WHEREAS, a personnel system has been established pursuant to Government Code Section 45001; and

WHEREAS, the City Municipal Code and the City Personnel Rules and Regulations govern employer/employee relations; and

WHEREAS, it is the desire of the City Council to provide by contract certain conditions of employment with police officers; and

WHEREAS, the City requires police officers to serve an eighteen (18) month probationary period as a sworn police officer; and

WHEREAS, after hire, Employee is not an experienced police officer with City, and will have to undergo further field training and supervision by the Police Department to become an effective police officer for the City; and

WHEREAS, the City incurs great expense in the recruitment process and in financing Employee’s training through an in-service training program: and

WHEREAS, in consideration of City providing training and incurring such expense, the Employee shall agree to work for the City for at least thirty-six (36) months (subject to City/Department initiated separation of the Employee from employment pursuant to City/Department rules and regulations) and not become employed as a sworn police officer, in any other jurisdiction during said thirty-six (36) month period of time, and if the employee does become so employed, the employee agrees to pay the City damages as set forth herein.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREIN CONTAINED THE PARTIES HERETO AGREE AS FOLLOWS.

SECTION 1: The City and the Employee agree that the recitals contained hereinabove are true and correct.

SECTION 2: The City Manager hereby appoints Employee to serve as a Police Officer in the Police Department of the City.

SECTION 3: The Employee hereby agrees that in accepting the appointment of Police Officer that he or she will remain with the City Police Department for at least a thirty-six (36) month period commencing upon Employee being first employed by the City as a sworn City police officer and not become employed as a sworn officer of any rank in any other jurisdiction during said thirty-six (36) month period of time. If the Employee does become so employed, the Employee agrees to pay the City damages as set forth herein.

SECTION 4: The Employee agrees that this agreement does not create a property right in employment in the position of police officer in the Police Department of the City.

SECTION 5: All provisions of the City Municipal Code and the Personnel Rules and Regulations and any current Memorandum of Understanding as now exists or as may be amended shall apply to the Employee.

SECTION 6: On breach of the terms of this agreement by the Employee, the Employee shall pay to the City a sum equivalent to \$710.00 per month for each month less than the thirty-six (36) months worked hereunder to compensate the City for damages suffered by the City for such breach, it being impossible to ascertain the entire or exact cost, damage, or injury which the City may sustain by reason of the breach, and such sum is agreed on as compensation for the injury suffered by the City, and not as a penalty.

SECTION 7: Employee agrees that without the necessity of a judgment being rendered against him, the total amount of the agreed upon damages described in Section 6 shall be withheld by the City from any closing amount due to the Employee, and that any remaining unpaid balance shall be remitted by the Employee with 30 days of leaving City employment.

SECTION 8: Employee agrees to pay City for reasonable attorney fees and/or costs incurred by the City in enforcing this agreement and in collecting any monies due and owing pursuant to the agreement, and that said amounts shall be part of any judgment against the Employee for breach of this agreement. **INITIAL** \_\_\_\_\_

SECTION 9: This agreement shall become effective commencing the date Employee is appointed as Police Officer as indicated on the Personnel Action Form created as part of the initial hiring process.

SECTION 10: This Agreement is only applicable to an Employee working for the City in the classification of "Police Officer."

IN WITNESS WHEREOF, the City has caused this Agreement to be signed and executed on its behalf by the City Manager and the Employee has signed and executed this Agreement, both in duplicate.

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EMPLOYEE

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Date

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CITY MANAGER  
City Of Monterey Park, California

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Date

S:/Police Department/PreService Police Employment Agreement  
Revised June 6, 2003