

# City of Los Angeles

CALIFORNIA



JAMES K. HAHN  
MAYOR

## PERSONNEL DEPARTMENT

Public Safety Employment Division  
700 E. Temple Street, Room 150  
Los Angeles, CA 90012

MARGARET M. WHELAN  
GENERAL MANAGER

**TO: All Police Officer and Police Specialist Candidates**

**FROM: Phyllis Lynes, Chief**   
Public Safety Employment Division

**SUBJECT: REIMBURSEMENT OF POLICE ACADEMY TRAINING COSTS**

On March 29, 1997, Los Angeles City Ordinance No. 171522 [Los Angeles Administrative Code 4.1700] went into effect, requiring that the costs of Police Academy training be subject to reimbursement by a Police Officer or Police Specialist, on a pro-rated basis, payable to the City of Los Angeles, if the Officer leaves the employment of the Los Angeles Police Department within sixty months of completing Academy training and, within one year leaving the employ of the Los Angeles Police Department, accepts a position with any other law enforcement agency. The Los Angeles City Council found it necessary to institute this ordinance to address the monetary loss which the City incurs when Police Officers or Police Specialists leave employment with the Los Angeles Police Department soon after completion of Academy training, to work for another law enforcement agency.

Attached to this memoranda are the following three documents: Acknowledgment of Los Angeles Police Department's Intent to Seek Reimbursement Costs of Basic and Lateral Training, and Agreement to Repay Pro-Rated Costs of Training; Schedule of Repayment and Reimbursement for Training Costs; and a copy of Ordinance No. 171522. The Schedule of Repayment and Reimbursement for Training Costs reflects the training costs at the time you receive this document. Prior to appointment to an Academy Class, you will be advised of current Academy training and reimbursement costs.

It is important that you take the time to read these documents. As stated in the Acknowledgment and Agreement Form, you are being provided with at least seven calendar days to review these materials prior to signing that form. The requirement to reimburse the City of Los Angeles for training costs, on a pro-rated basis, is considered a term and condition of employment. Upon signing the Acknowledgment and Agreement Form, applicants are to send the signed form to the Los Angeles Police Department, Administrative Investigation Section, 700 East Temple Street, Room B-22, Los Angeles, California 90012. Applicants may wish to keep a copy of the signed form for their records. If you have any questions regarding the Ordinance, you may contact a member of my staff at (213) 847-9060.

## SCHEDULE OF REPAYMENT AND REIMBURSEMENT FOR TRAINING COSTS

MONTH/YEAR OF TRAINING CLASS GRADUATION DATE: \_\_\_\_/\_\_\_\_

This schedule of recruit training costs reimbursement applies to all recruits entering into the Police Academy during fiscal year 1999 - 2000.

An Officer will be given credit for each full calendar month of service following the month of his/her class's graduation, and will be required to pay for each month less than the required 60 months post-graduation. For the purposes of this schedule of repayment, the repayment is calculated by full month or portions thereof, and there is no modification or "rounding" of months. A month is calculated as a full month, regardless of what day of the month the officer leaves the employ of the Police Department.

Months of Service	Amount Due
1	\$60,000
2	\$59,000
3	\$58,000
4	\$57,000
5	\$56,000
6	\$55,000
7	\$54,000
8	\$53,000
9	\$52,000
10	\$51,000
11	\$50,000
12	\$49,000
13	\$48,000
14	\$47,000
15	\$46,000
16	\$45,000
17	\$44,000
18	\$43,000
19	\$42,000
20	\$41,000
21	\$40,000
22	\$39,000
23	\$38,000
24	\$37,000
25	\$36,000
26	\$35,000
27	\$34,000
28	\$33,000
29	\$32,000
30	\$31,000
31	\$30,000

<b>Months of Service</b>	<b>Amount Due</b>
32	\$29,000
33	\$28,000
34	\$27,000
35	\$26,000
36	\$25,000
37	\$24,000
38	\$23,000
39	\$22,000
40	\$21,000
41	\$20,000
42	\$19,000
43	\$18,000
44	\$17,000
45	\$16,000
46	\$15,000
47	\$14,000
48	\$13,000
49	\$12,000
50	\$11,000
51	\$10,000
52	\$9,000
53	\$8,000
54	\$7,000
55	\$6,000
56	\$5,000
57	\$4,000
58	\$3,000
59	\$2,000
60	\$1,000

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**ACKNOWLEDGMENT OF LOS ANGELES POLICE DEPARTMENT'S INTENT  
TO SEEK REIMBURSEMENT OF COSTS OF BASIC AND LATERAL TRAINING, AND  
AGREEMENT TO REPAY PRO-RATED COSTS OF TRAINING**

I, \_\_\_\_\_, an applicant for employment as a Police Officer or Police Specialist with the Los Angeles Police Department, on (date) \_\_\_\_\_, acknowledge that the Los Angeles Police Department desires and intends to hire only Police Officer Recruits and Police Specialists who agree to remain employed with the Los Angeles Police Department for a minimum of 60 months, calculated from the calendar month in which the officer successfully completes his/her training at the Police Academy. I further acknowledge that I have been given a copy of Los Angeles Administrative Code 4.1700, have read it, and understand that I will be subject to all of its terms, including the requirement for reimbursement of the costs of my Police Academy training if I leave the employ of the Los Angeles Police Department prior to the completion of 60 months of service, calculated from the calendar month in which I successfully complete my Academy training, and accept employment with another law enforcement agency within one year thereof.

If I am hired as a Los Angeles Police Officer or Police Specialist with the Los Angeles Police Department:

1. I hereby agree to remain in the employ of the Los Angeles Police Department for a minimum of 60 months, commencing from the month in which I successfully complete my Academy training, and to not leave and accept employment with another law enforcement agency within one year of leaving the Los Angeles Police Department. I understand that I am not bound by this agreement should I be rejected on probation, discharged, required to terminate employment due to a disabling injury or illness, or given the option to resign in lieu of discharge.
2. I agree that if I resign from the Los Angeles Police Department within 60 months from successful completion of Academy training and accept a position with another law enforcement agency within one year thereof, I will give written notice of this fact to the Chief of Police within 10 days of my accepting employment.
3. I agree that if I resign from the Los Angeles Police Department within 60 months from successful completion of Academy training and accept a position with another law enforcement agency within one year thereof, I will reimburse the City of Los Angeles for the pro-rated costs related to my Police Academy training. I have received a Schedule of Reimbursement for Training Costs applicable to the costs of the training I am to receive, and I hereby agree to be bound by this Schedule. I understand that the pro-rated costs of training will be paid to the Los Angeles Police Department, within six (6) months of my accepting employment with another law enforcement agency, unless at the exclusive option of the Police Department, a payment schedule is agreed upon.
4. I further agree that should it become necessary for the City of Los Angeles to institute legal action in order to collect the pro-rated training costs which are due, I will pay all costs of such litigation, including, but not limited to, attorney fees incurred by the Los Angeles Police Department and the City of Los Angeles, as well as interest allowed at the legal rate on the amount of training costs owed by me.

5. I acknowledge that no other terms and conditions of my employment other than those expressly covered by Los Angeles Administrative Code 4.1700 are affected by the Code section or this Acknowledgment and Agreement and that neither the Code section nor this Acknowledgment and Agreement guarantees me any right of continued employment.
6. I have been provided a copy of this Acknowledgment and Agreement, a copy of Los Angeles Administrative Code 4.1700, and a Schedule of Reimbursement for Training Costs, and have been advised by a representative of the City of Los Angeles that I may consult with an advisor or attorney before signing this document.
7. I have read and fully understand the terms and conditions of this Acknowledgment and Agreement, and I agree to each and every term and condition contained herein.

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Applicant's Name (Print)	Signature	Soc. Sec. No.	Date
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Serial No. (To be provided after the applicant becomes an employee, for filing purposes.)  
#5917.7

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(rev. 9/97)

ORDINANCE NO. 171522

An Ordinance amending Section 4.1700 of the Los Angeles Administrative Code to require that the costs of Police Academy training be subject to reimbursement by a Police Officer or Police Specialist, on a pro-rated basis, payable to the City of Los Angeles, if the officer leaves the employment of the Los Angeles Police Department within sixty months of completing Academy training and, within one year of leaving the employ of the Los Angeles Police Department, accepts a position with any other law enforcement agency.

THE PEOPLE OF THE CITY OF LOS ANGELES  
DO ORDAIN AS FOLLOWS:

Section 1. Chapter 17. Section 4.1700 of the Los Angeles Administrative Code is hereby amended to read as follows:

**CHAPTER 17**

**REIMBURSEMENT OF POLICE ACADEMY TRAINING COSTS**

**Sec. 4.1700**

**(a) Requirements For Employment for Police Officer Candidates.**

1. Any Police Officer of the Los Angeles Police Department who receives basic recruit training and any Police Specialist who receives lateral training at the Los Angeles Police Department Police Academy shall reimburse the Police Department for the estimated costs of that training should he/she voluntarily leave the Department before having served sixty continuous months following successful completion of such training and, within a year thereof, become employed by another law enforcement agency.

2. Upon application to the Los Angeles Police Department for a position as a Police Officer or Police Specialist, an applicant shall sign a written agreement stating that he/she intends to maintain employment with the Los Angeles Police Department for at least sixty continuous months, commencing with the date of successful completion of the Police Academy training. The agreement will also provide that should the applicant voluntarily leave the Police Department before the end of the sixty months, and, within the following year accept employment at another law enforcement agency, he/she will notify the Police Department in writing within ten days of such acceptance. The agreement will further require any officer who leaves the Police Department within sixty months after successful completion of training and who becomes employed by another law enforcement agency within a year thereafter to reimburse the Police Department for the direct and indirect costs of the training he/she received while at the Police Academy.

3. The applicant will be given a copy of this Section and of the agreement with a reimbursement schedule attached to it. He/she will be provided seven calendar days to review the documents and to consult with an attorney or other advisor of his/her choice. The applicant will then be required to acknowledge his/her understanding of the terms of this Section and of the reimbursement agreement and further knowledge that he/she is subject to them. The applicant's signing of the acknowledgment and reimbursement agreement will be witnessed and a copy of each document will be given to the applicant. The original will be retained in the Personnel Department file under the name of the applicant.

4. Neither the provisions of this Section nor the provisions of the agreement shall apply to a Police Officer or Police Specialist who has been rejected on probation or otherwise terminated from employment with the Los Angeles Police Department.

**(b) Police Commission May Modify Amount of Reimbursement.**

If a Police Officer or Police Specialist subject to the terms of this Section resigns from the Los Angeles Police Department within the sixty month period, as described above, and begins employment with another law enforcement agency within one year thereafter, the Police Officer or Police Specialist will be required to reimburse the City of Los Angeles for the estimated direct and indirect costs related to the Police Academy training on a pro-rated basis according to the amount of time the Police Officer or Police Specialist was employed in that classification by the Police Department. The costs of the Academy training will be determined on an annual basis by the Board of Police Commissioners and may be modified more frequently, if necessary, to reflect changes in training costs.

**(c) Legal Costs and Attorneys Fees.**

In the event the Police Department incurs any fees or costs in an effort to collect money owed by a Police Officer or Police Specialist pursuant to this Section, the former employee shall pay such costs, including, but not limited to, legal interest on the amount of reimbursement funds due, in addition to the portion of the reimbursement obligation then due.

**(d) Grievance and Arbitration Not Available**

Any question as to the interpretation of this Section, or relating to payment made or due under this Section or under the reimbursement agreement, shall not be subject to either a grievance or an arbitration under any Memorandum of Understanding applicable to the affected Police Officer or Police Specialist.

**(e) No Modification of Any Other Terms of Employment.**

The provisions of this Section shall in no way modify any other terms and conditions of employment, and all such pre-existing terms and conditions of employment shall remain unchanged. All Civil Service and Los Angeles Police Department rules, regulations, and Memoranda of Understanding that relate to Los Angeles Department sworn personnel remain in full force and effect. The provisions of this Section in no way alter, amend, or have any effect upon the authority of the Los Angeles Police Department to invoke disciplinary action.

**(f) No Rights Created**

This Section in no way guarantees any right of continued employment to any Police Officer, Police Specialist or recruit. Nor does this Section create a property right in any affected Police Officer, Police Specialist or recruit.

Sec.2. If any subsection, sentence, clause, phrase or portion of this Ordinance, is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The Council of the City of Los Angeles hereby declares that it would have adopted this Ordinance and each subsection, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more subsections, sentences, clauses, phrases or portions be declared invalid or unconstitutional.