

COMMISSIONERS' ORDINANCE NO. ____

AN ORDINANCE AMENDING SECTION 33.06 OF THE CITY OF COVINGTON CODE OF ORDINANCES "REPAYMENT OF TRAINING COSTS" TO REFLECT CHANGES IN KRS 70.290.

* * * *

NOW THEREFORE,
BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF COVINGTON, KENTON COUNTY, KENTUCKY:

Section 1

§ 33.06 REPAYMENT OF TRAINING COSTS.

All Police and Fire Department appointees, as a condition of their appointment, must agree to reimburse the city for their training expenses if they leave the city within three years after their appointment date, and become employed by another governmental unit or entity as a member of the same service for which they were trained by the city.

(A) For Police and Fire Department appointments made prior to September 1, 2021, reimbursement will be required according to the following schedule:

~~(A1)~~ If they remain with the city for more than three years after the date of employment, there shall be no obligation of repayment;

~~(B2)~~ If they leave the city after the second anniversary date of their employment, but prior to their third year, they shall reimburse the city \$1,500;

~~(C3)~~ If they leave the city after the first anniversary date of their employment, but prior to their second year, they shall reimburse the city \$3,000;

~~(D4)~~ If they leave the city prior to their first anniversary date, they shall reimburse the city \$4,500.

(B) For Police Department appointments made on or after September 1, 2021, the following training cost reimbursement provisions shall apply:

(1) Pursuant to KRS 70.290, the City shall require all newly appointed police officers to enter into a contract for reimbursement of training costs. The contract shall require that if the appointee accepts employment with another law enforcement agency three (3) years from the date of appointee's graduation from the Department of Criminal Justice Training, or other training approved by the Kentucky Law Enforcement Council, that law enforcement agency shall reimburse all of the City of Covington's training costs.

(2) The amount of the required reimbursement shall be the maximum amount authorized by KRS 70.290.

(C) For Fire Department appointments made on or after September 1, 2021, the following training cost reimbursement provisions shall apply:

(1) All newly appointed Fire Department appointees are required to enter into a contract for a period of no longer than: i) three (3) years from the date of graduation of training approved by the City.

(2) The contract shall require that, as a condition to and in consideration of his/her employment with the City, should the appointee leave employment with the City within three (3) years from the date of graduation or withdrawal from fire department appointee onboarding training approved by the City, the appointee shall reimburse the City for the actual costs incurred and expended which are associated with the initial hiring of the appointee, including, but not limited to, the application and selection process, equipment costs, training costs and the actual salary and fringe benefits from the time of the appointee's initial application until graduation or withdrawal from such training. It is understood that leaving employment with the City shall mean any discontinuance of appointee's employment for any reason.

(D) The employment contracts authorized in this section shall not modify the at-will employment status of City Fire Department and Police Department appointees.

Section 2

That this ordinance shall take effect and be in full force when passed, published and recorded according to law.

MAYOR

ATTEST:

CITY CLERK: _____

Passed: _____ (Second Reading)

_____ (First Reading)

REIMBURSEMENT OF POLICE TRAINING COSTS AGREEMENT

This Reimbursement of Police Training Costs Agreement is made and entered into this _____ day of _____, 20__, by and between the City of Covington Kentucky, (“City”) and _____, an Appointee to be a sworn police officer for the City, (“Appointee”).

W I T N E S S E T H

WHEREAS, the Appointee has applied for employment as a police officer for the City; and,

WHEREAS, the Appointee acknowledges that the City will incur substantial expenses in the process of training the Appointee to become a sworn police officer; and,

WHEREAS, the Appointee acknowledges that these expenses are expected to be recaptured through services by the Appointee with the City after completion of the training and that the City will suffer substantial detriment if the Appointee should take employment elsewhere during a period of three (3) years following completion of all required training or withdrawal from the training; and,

WHEREAS, the Kentucky General Assembly adopted KRS 70.290 to authorize the City to require newly appointed police officers who will participate in the Kentucky Law Enforcement Foundation Fund Program set out in KRS 15.410 to 15.510 to enter into a contract with City related to the reimbursement of training costs for a period of three (3) years from the date of graduation from the Department of Criminal Justice Training or other training approved by the Kentucky Law Enforcement Council (the “KLEC”); and,

WHEREAS, Appointee, if employed by the City, will participate in the Kentucky Law Enforcement Foundation Fund Program; and,

WHEREAS, the statute referenced above applies only if the police officer is employed by another Kentucky agency subject to the statute; and,

WHEREAS, it is the purpose of this Agreement that should the Appointee leave employment within three (3) years from the date of graduation from the Department of Criminal Justice Training or other training approved by the Kentucky Law Enforcement Council, to require the agency employing the Appointee to reimburse the City all training costs due under this Agreement.

NOW, THEREFORE, for the mutual benefits set out hereinbelow, the parties agree as follows:

1. Appointee agrees, as a condition to and in consideration of his/her employment with the City, that should he/she leave employment with the City within three (3) years from the date of graduation from the Department of Criminal Justice Training or other training approved by the Kentucky Law Enforcement Council, the City shall be reimbursed for the actual costs incurred and expended which are associated with the initial hiring of Appointee, including, but not limited to, the application process, training costs, equipment costs, and the actual salary and fringe benefits from the time of Appointee's initial application until graduation from the Department of Criminal Justice Training or other training approved by KLEC.

2. Reimbursement pursuant to this Agreement shall be for the full amount of the costs set out above and shall not be prorated based on the percentage of time that Appointee has completed of the three (3) year period.

3. Appointee acknowledges that pursuant to KRS 70.290, the City shall be entitled to the reimbursement authorized herein from the subsequent law enforcement agency with which Appointee accepts employment.

4. The parties agree that should Appointee obtain employment as a peace officer with a Kentucky law enforcement agency subject to the statute and this Agreement, the Appointee shall furnish the prospective law enforcement agency with a copy of this Agreement and advise it of its

liability for reimbursement to the City. The parties further agree that should the Appointee be employed as a peace officer by a Kentucky agency subject to the statute that the Appointee will reasonably assist City in its efforts to seek reimbursement from that Kentucky agency.

4. This Agreement shall not be construed to be an employment contract with Appointee for purposes of guaranteeing employment for any specified period of time, and the City's employment-at-will status as set out in City's employment policies is not affected by this Agreement.

Furthermore, this Agreement does not modify the probationary appointee status of new appointees of the Covington Police Department as described in Covington Ordinance Section 33.03.

5. This Agreement contains the entire agreement between the parties and may be amended only by a writing signed by both parties.

WITNESS the hands of the parties on this the day and date first above written.

CITY OF COVINGTON, KENTUCKY

BY: _____

APPOINTEE

(To Be Completed Later) **Academy Graduation Date:** _____

REIMBURSEMENT OF FIRE DEPARTMENT TRAINING COSTS AGREEMENT

This Reimbursement of Fire Department Training Costs Agreement is made and entered into this _____ day of _____, 20__, by and between the City of Covington Kentucky, ("City") and _____, an applicant to be a Fire Department member for the City, ("Appointee").

W I T N E S S E T H

WHEREAS, the Appointee has applied for employment as a Fire Department appointee for the City; and,

WHEREAS, the Appointee acknowledges that the City will incur substantial expenses in the process of training the Appointee to become a Covington Fire Department member; and

WHEREAS, the Appointee acknowledges that these expenses are expected to be recaptured through services by the Appointee with the City after completion of the training and that the City will suffer substantial detriment if the Appointee should leave employment with the City during a period of three (3) years following completion of all required training or withdrawal from the training; and,

WHEREAS, as a condition of employment, City requires newly appointed Fire Department employees to execute training reimbursement contracts to be applicable for a three (3) year period following the date of graduation from training approved by the City; and

WHEREAS, it is the purpose of this Agreement that should the Appointee leave employment within three (3) years from the date of graduation from the initial onboarding training approved by City, Appointee shall be required to reimburse the City for all training costs due under this Agreement.

NOW, THEREFORE, for the mutual benefits set out hereinbelow, the parties agree as

follows:

1. Appointee agrees, as a condition to and in consideration of his/her employment with the City, that should he/she leave employment with the City within three (3) years from the date of graduation from onboarding training approved by the City, Appointee shall be required to reimburse City for the actual costs incurred and expended which are associated with the initial hiring of Appointee, including, but not limited to, the application and selection process, training costs, equipment costs, and the actual salary and fringe benefits from the time of Appointee's initial application until graduation from the onboarding training approved by the City. It is understood that leaving employment with the City shall mean any discontinuance of Appointee's employment for any reason.

2. Reimbursement pursuant to this Agreement shall be for the full amount of the costs set out above and shall not be prorated based on the percentage of time that Appointee has completed of the three (3) year period.

3. This Agreement shall not be construed to be an employment contract with Appointee for purposes of guaranteeing employment for any specified period of time, and the City's employment-at-will status as set out in City's employment policies is not affected by this Agreement.

Furthermore, this Agreement does not modify the probationary appointee status of new appointees of the Covington Fire Department as described in Covington Ordinance Section 33.04.

4. This Agreement contains the entire agreement between the parties and may be amended only by a writing signed by both parties.

[Signature page follows.]

WITNESS the hands of the parties on this the day and date first above written.

CITY OF COVINGTON, KENTUCKY

BY: _____

APPOINTEE

(To Be Completed Later) **Training Graduation Date:** _____