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ATTORNEY GENERAL OPINION NO. 2023-4

Mr. Steve Angermayer, City Attorney
City of Girard
120 North Ozark
Girard, Kansas 66743

Re: State Boards, Commissions and Authorities—Law Enforcement
Training Center; Commission on Peace Officers' Standards and
Training—Tuition; Reimbursement of Tuition

Synopsis: K.S.A. 74-5609a(b) requires that a city which employs a law
enforcement officer within one year after the completion of that
officer's training reimburse the city that paid for the officer's training.
Cited herein: K.S.A. 74-5609a.

Dear Mr. Angermayer:

As the Girard City Attorney, you ask whether the City of Columbus, which hired a person as a law enforcement officer within one year of that person's completion of law enforcement training, must reimburse the city that paid for such training, the City of Girard, even if that person resigned his employment with the City of Girard prior to becoming employed by the City of Columbus?

K.S.A. 74-5609a contains two principal provisions. Subsection (a) allows the law enforcement training center (KLETC) to charge tuition for each law enforcement officer it trains.

Subsection (b), which is relevant here, provides as follows:

Any city, county, or state agency which commences employment of a police officer or law enforcement officer within one year of the time such police officer or law enforcement officer has completed a course of

instruction at a state or local law enforcement training school shall reimburse the city, county, or state agency which paid the tuition for training such officer. This reimbursement shall include the amount of the tuition paid, the officer's salary and travel expenses and any other expenses incurred which were incidental to training such officer.

According to the facts supplied by the City of Girard, it had a part-time officer attend the basic training class at KLETC from January 3, 2022, through April 3, 2022. The gross wages for this officer during his training time was \$13,476.27. Fuel costs for his last month of training amounted to \$293.30. This officer subsequently resigned on December 22, 2022, and was hired by the City of Columbus as an officer on March 13, 2023, eleven months and five days after he graduated from KLETC.

The City of Girard then demanded reimbursement from the City of Columbus for the training costs it incurred for this officer, an amount of \$13,769.57. The City of Girard claims the City of Columbus refused this demand. According to the City of Columbus, it made what it characterized as a reasonable counter-offer of \$963.86—which is 7% of the City of Girard's training costs, reflecting the approximate period of time during the one-year time frame following the officer's training that he worked for the City of Columbus.

The City of Girard contends that it is entitled to a full reimbursement of its training costs because the officer in question went to work for the City of Columbus within the one-year period. The City of Columbus seems to believe its proposal to settle the matter for a pro rata share of the training costs is fair, reasonable, and presumably consistent with the spirit of the statute.

Answering this question requires the interpretation of K.S.A. 74-5609a. The most fundamental rule of statutory construction is that the intent of the Legislature governs if that intent can be ascertained.¹ Legislative intent is to be discerned through the statutory language enacted, giving common words their ordinary meanings.² When a statute is plain and unambiguous, speculation about the legislative intent behind that clear language is unnecessary; one should refrain from reading something into the statute that is not readily found in its words.³

The provisions of K.S.A. 74-5609a(b) are clear and unambiguous. It provides that any city which employs a law enforcement officer within one year after that officer completed his or her training shall reimburse the city that paid for the training. The statute makes no exceptions for instances where the officer left the employ of the city that paid for the training prior to becoming employed by another city. Nor does the statute's language contain any reimbursement limitation such as allowing for a

¹ *Montgomery v. Salah*, 311 Kan. 649, 654-55, 466 P.3d 902 (2020).

² *Id.* at 654.

³ *Id.* at 655.

pro rata or proportional-share reimbursement. While we can appreciate the equitable appeal of the City of Columbus' counter-offer to pay a proportional share of the training costs, the statute simply makes no provision for a proportional reimbursement. Rather, the Legislature imposed a bright-line rule of complete reimbursement if the officer commences employment within one year of the time the officer has completed training. If the Legislature had intended to allow for proportional reimbursement, it would have said so in the statute.

Because the City of Columbus employed an officer within one year from the completion of that officer's training, K.S.A. 74-5609a(b) requires that it reimburse the City of Girard for the training costs it paid.

Sincerely,

/s/Kris Kobach

Kris Kobach
Attorney General

/s/Anthony J. Powell

Anthony J. Powell
Solicitor General