

**REIMBURSEMENT AGREEMENT FOR  
HIRING & TRAINING EXPENSES**

**BY THIS REIMBURSEMENT AGREEMENT FOR HIRING & TRAINING EXPENSES** (hereinafter referred to as the "Agreement") entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Effingham Board of Fire and Police Commissioners (hereinafter referred to "the Board"), the City of Effingham (hereinafter referred to as "City"), and \_\_\_\_\_ (hereinafter referred to as "Applicant") **WITNESETH:**

**WHEREAS**, the purpose of this Agreement is to provide for reimbursement to the City for the costs of tuition, hiring costs, mileage, uniforms, personal protective equipment, food and lodging expenses incurred during training, and providing Applicant with formal basic training and certification, approximately four (4) months of field training under the supervision of experienced \_\_\_\_\_ officers, and all other subsequent training, if the Applicant fails to complete the basic training course or otherwise leaves employment with the City for any reason within thirty-six (36) months of service as a \_\_\_\_\_ beginning on the date of hire by the City and/or Board; and,

**WHEREAS**, Applicant hereby acknowledges that the City and Board shall incur substantial expenses in the process of hiring and training the Applicant to be a \_\_\_\_\_ and,

**WHEREAS**, it is acknowledged by the Applicant that these expenditures are expected to be recaptured through services by Applicant with the City of Effingham \_\_\_\_\_ Department, and that the City and/or Board shall suffer substantial detriment if the Applicant leaves

employment with the City of Effingham \_\_\_\_\_Department before completing a reasonable period of service, said reasonable period being deemed to be thirty-six (36) months from commencement of full-time service as a \_\_\_\_\_.

**NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES THAT:**

**1. Reimbursement Obligation:** The recitals made in the prefatory portion of this Agreement are hereby adopted by the parties. In consideration of the foregoing and as an inducement to the City and Board to hire, train and employ Applicant, the Applicant agrees that if he/she fails to complete the basic training course for any reason, or if he/she is terminated, resigns or otherwise ceases to be employed by the City for any reason whatsoever during the thirty-six (36) month period beginning on the date of hire by the City and/or Board in which the Applicant becomes a full-time employee of the City, he/she shall reimburse the Board and/or City for the total costs incurred by the Board and/or City in connection with the hiring and training of the Applicant (hereinafter referred to as the "Reimbursement Obligation"). The Reimbursement Obligation shall include, but is not limited to, tuition, hiring costs, training costs, mileage, personal protective equipment, costs of uniforms, and food and lodging expenses incurred during training.

**2. Terms of Repayment:** Complete payment of the Reimbursement Obligation shall be made within twelve (12) months of failing to complete the basic course or cessation of employment with the City. Payments should be made in equal monthly installments, with the first payment being due and payable on the first (1<sup>st</sup>) day of the month following the month during which the cessation of employment occurs, and on the first (1<sup>st</sup>) day of each month thereafter until paid in full. The City may setoff against and apply any sums due to the Applicant

as wages at the time said Applicant's Reimbursement Obligation first becomes due and owing. The Applicant agrees that in the event of his/her failure to make any payment required pursuant to this Agreement in a timely manner, the total amount of the Reimbursement Obligation then remaining unpaid, shall immediately become due and payable. The Applicant further agrees that in the event that Applicant defaults on the Reimbursement Obligation contained herein, the Applicant shall be responsible for all reasonable collection costs and attorney fees incurred by the City in the enforcement of this Agreement.

**3. Condition of Employment:** The Applicant's signing of this Agreement is a condition of employment in the event he/she is hired as a \_\_\_\_\_ with the City of Effingham \_\_\_\_\_ Department. However, the Applicant understands that nothing in this Agreement provides contractual rights to, or a guarantee of employment for any specified period of time.

This Agreement contains the entire agreement between the parties on this subject and supersedes all prior agreements or understandings on this subject. This Agreement can be modified only in writing signed by both parties.

This Agreement shall be effective the date first mentioned above.

CITY OF EFFINGHAM:

\_\_\_\_\_  
By: Its Mayor Date: \_\_\_\_\_

Attest: \_\_\_\_\_ Date: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Its Chairman of the Board of Fire  
and Police Commissioners

\_\_\_\_\_ Date: \_\_\_\_\_

APPLICANT

STATE OF ILLINOIS            )

COUNTY OF EFFINGHAM)

I, the undersigned Notary Public in and for said County and State aforesaid, do hereby certify that \_\_\_\_\_ personally known to me to be the same person whose name(s) is/are subscribed to the foregoing instrument appeared before me this day in person(s) and acknowledged and he/she/they signed, sealed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

\_\_\_\_\_  
Notary Public

**NOTICE TO APPLICANTS FOR EMPLOYMENT AS AN OFFICER  
WITH THE CITY OF EFFINGHAM FIRE DEPARTMENT OR CITY OF  
EFFINGHAM POLICE DEPARTMENT OF POLICY CONCERNING  
REIMBURSEMENT OF HIRING, TRAINING AND UNIFORM EXPENSES**

Section II A) of the City of Effingham Personnel Policies and Procedures and Chapter II Section 8 of the Rules and Regulations of the Board and Fire and Police Commissioners for the City of Effingham, Illinois requires that all individuals tendered an offer for employment as an officer of the City of Effingham Fire or Police Department, as a condition of employment, shall execute and deliver to the City of Effingham Board of Fire and Police Commissioners and City Clerk a reimbursement agreement for hiring, training, and uniform expenses, in such form as prescribed by the City of Effingham Board of Fire and Police Commissioners from time to time.

**RECEIPT**

The undersigned, \_\_\_\_\_, by execution hereof  
acknowledges receipt of the abovesaid notice this \_\_\_\_\_ day of \_\_\_\_\_,  
2007.

Signature: \_\_\_\_\_