

TRAINING REIMBURSEMENT AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 20__, by
and between the VILLAGE OF SOUTH HOLLAND (hereinafter referred to as the “Village”) and
_____ (hereinafter referred to as the “Candidate”).

RECITALS:

WHEREAS, the Village makes a substantial investment in terms of time and money in
providing for the training of newly hired Candidates to the Fire Department; and

WHEREAS, the Village is entitled to expect a reasonable return on such investment, in
terms of the commitment and devotion to duty of the prospective Candidate; and

WHEREAS, it has become more prevalent, for Candidates to leave the Fire Department
and community which has provided for their training and equipment prior to a reasonable
commitment of time.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The Candidate agrees to participate in training, which may consist of any
or all of the following:
 - (a) Attendance at a state certified academy (currently Fire Training
Institute at the University of Illinois) for the mandated number of weeks;
and
 - (b) In-house training (on the job training).

The Candidate further agrees to successfully complete such training and obtain the

necessary and appropriate certification. The Candidate then agrees to serve as a Probationary Firefighter, and subsequently, as a Fire Candidate in the Village in any duty assignment prescribed. Said Candidate does further agree to devote full-time to the training and subsequent service and to perform all assignments in a satisfactory manner.

2. The Village agrees to make available to the Candidate the fire training set forth above, and to be responsible for and pay for all related expenses in connection therewith, including equipment and salaries on the premises while the Candidate is in training, if required, and further, to provide in-house training for the Candidate during those periods of time that said Candidate is employed with the Village, but not attending the training academy.

3. Inasmuch as the cost and expenses related to the training and equipping of the Candidate are difficult to ascertain with any degree of certainty, due to the continual change and increase in expenses, so that the cost of a breach of this Agreement by the Candidate would be difficult to assess, said Candidate agrees to pay the Village the sum of:

With less than 12 months of service:

\$4,000.00;

Over 12 months of service and less than 24 months of service:

\$3,000.00;

Over 24 months of service and less than 36 months of service:

\$2,000.00

not as a penalty, but as agreed upon liquidated damages, in the event that said Candidate

terminates said employment with the Village during training or within the first 36 months subsequent to taking the oath of office.

4. In no event shall liquidated damages, as set forth above, be assessed if the Candidate fails to satisfactorily complete the Fire Academy, or terminates his or her employment during the first 36 months, due to disabling illness or injury, verified by a physician of the Village's choice.

5. The exceptions as set forth in paragraph 4 above shall not apply in the event that there is substantial evidence that the Candidate has been dismissed as a result of misrepresenting his or her basic qualifications for employment, or has caused his or her dismissal, failure, illness or injury in an attempt to avoid payment of liquidated damages set forth above.

6. Said Candidate acknowledged that he or she meets the basic qualifications for employment as set forth below:

- (a) Must be a U.S. citizen;
- (b) Must be 21 years old;
- (c) Must have no felony convictions;
- (d) Must have a valid driver's license;
- (e) Must pass written test;
- (f) Must pass an extensive background investigation;
- (g) Must pass extensive medical examination;
- (h) Must pass a drug screening test;
- (i) Must comply with all requirements as set forth in the Illinois Compiled

Statutes and the Ordinances and rules of the Village of South Holland and the Rules and Regulations of the Village of South Holland Fire Department.

7. Said Candidate also states that the information placed on his or her formal application and given to personnel conducting any background investigation is accurate and complete to the best of his or her knowledge and belief.

8. In the event that the Candidate is called to active military duty, or has his or her probationary period extended for any reason whatsoever, or is granted a leave of absence during any period of time contemplated by this Agreement, the period of said Agreement shall be extended accordingly.

9. This Agreement shall become effective upon Candidate's official starting date and shall remain in full force and effect for 36 months following administration of the oath of office, unless extended as provided in paragraph 8 above.

10. This Agreement is to be construed in accordance with the laws of the State of Illinois, and embodies the entire agreement between the parties hereto, and each party acknowledges that there are no inducements, promises, terms, conditions or obligations made or entered into other than those contained herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this ____ day of _____, 20__.

FIRE CANDIDATE

VILLAGE OF SOUTH HOLLAND

By:_____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

Before me the undersigned, a Notary Public for Cook County, State of Illinois, personally appeared _____ and _he being first duly sworn by me upon h__ oath, says that the facts alleged in the foregoing instrument are true. Signed and sealed this ____ day of _____, 20__.

Notary Public