

**REIMBURSEMENT AGREEMENT FOR HIRING AND TRAINING EXPENSES
FOR THE POSITION OF POLICE CADET**

THIS AGREEMENT is made between the Springfield Police Cadet _____, (hereinafter referred to as "Cadet") and the City of Springfield Police Department, a Municipal Corporation, (hereinafter referred to as "City")

In consideration of the terms and agreements set forth herein, the Cadet acknowledges and agrees that the City will incur substantial expenses in the process of training the Cadet to be a certified Police officer; and the Cadet acknowledges and agrees that should the Cadet leave employment with the City while the Cadet is a probationary officer, the City will have suffered substantial economic detriment due to the expenses the City has incurred for training of the Cadet.

WHEREFORE, IT IS HEREBY AGREED BY THE PARTIES AS FOLLOWS:

Section 1. REIMBURSEMENT OBLIGATION:

The Cadet, in consideration of the City providing the Cadet with formal police training to be followed upon successful completion thereof by a period of approximately thirty-six (36) months of field training, or such other period that is designated, under the supervision of experienced Springfield Police Officers, does hereby agree that in the event the Cadet ceases his/her employment with the City's Police Department for any cause or reason other than discontinued due to injury or illness resulting in the Cadet's permanent inability to perform the essential functions of the job, within the first thirty-six (36) months of the date of appointment of service as a Police Officer, he/she will reimburse the City for all expenses as listed in section two (2) of this agreement incurred as a result of his/her training.

Section 2. CALCULATION OF REIMBURSEMENT OBLIGATION:

The Reimbursement agreement shall consist of the total sum of the following if expended by the City in connection with the training of the Cadet:

A). Police Department Attire or Equipment:

Any clothing/uniforms, Police Department attire or Police Department Equipment that has been altered, damaged or is malfunctioning at the point of return to the Department shall be reimbursed to the City at replacement cost.

B). Immunizations:

Any immunization or vaccination for which the City incurred expense shall be reimbursed to the City.

C). Field Training:

Any expenses for field training shall be reimbursed to the City, including but not limited to compensatory time that was expended in paying the Field training officers so that the Cadet may be trained appropriately.

If the Cadet voluntarily leaves employment with the City, it is agreed that the expenses stated above will be calculated as of the date of notification by the Cadet to the City of his/her voluntary cessation of further employment with the City.

If the Cadet is discharged by the City, it is agreed that the expenses stated above will be calculated as of the date of such discharge.

D). Attorney Fees

Any attorneys fees and expenses that the City incurs to enforce this Reimbursement Agreement shall be calculated from the date of entry of judgment in Circuit Court of the 7th Judicial Circuit, Sangamon County, Illinois.

Section 3. **REPAYMENT TERMS:**

A). The Reimbursement agreement is binding on the Cadet until the full amount has been paid in full. The Cadet and the City may enter into a Payment Agreement at any time after the Cadet gives notification of cessation of employment to the City or is notified of his discharge and the City has calculated the expenses due. The Payment Agreement shall contain the date that the payment will begin and that a like amount will be due on the 15th day of each month commencing on next month following the first payment until the payment has been paid in full.

B). The payments are to be made to the City of Springfield Police Department located at 800 E. Monroe, Springfield, IL 62701.

C). If the Cadet fails to comply with this Reimbursement Agreement, the City retains its right to file a collection action in the Circuit Court of the 7th Judicial Circuit, Sangamon County, Illinois. The Court may enter judgment against the Cadet and execution on the judgment and all supplementary processes including garnishment and wage deduction proceedings, as ordered. This allows the City to use any means authorized by law to collect the judgment including contempt of court.

D). If, for any reason, the Cadet is unable to make a payment, a written request that the payments be temporarily stopped or that the monthly payment amount reduced must be sent to the Chief of Police. The Cadet's request will then be considered and written notification as to whether the payment will be reduced or temporarily stopped will be sent to the Cadet within 10 working days. If the Chief of Police does not reduce the monthly payment or does not temporarily stop payments due, the City retains its right to file a collection action in the Circuit Court of the 7th Judicial Circuit, Sangamon County, Illinois if the Cadet fails to make his/her scheduled monthly payment after receiving notice that the payment is due and has not been stopped or reduced.

Section 4. **TERMINATION OF EMPLOYMENT**

In the event that the Cadet is discharged, in that the discontinuance of the Cadet's employment is due to disciplinary proceedings or discipline initiated by the City, the Cadet will be responsible for the reimbursement obligation under this Reimbursement Agreement and is subject to the same terms as those who voluntarily terminate their employment with the City.

In the event that the Cadet's employment is discontinued due to injury or illness resulting in the Cadet's permanent inability to perform the essential functions of the employment, the Cadet will not be responsible for the reimbursement obligations set out under this Reimbursement Agreement.

Section 5. **NOTICES:**

Any notice shall be sufficiently given and shall be deemed given when personally delivered, or if mailed, when mailed by registered or certified mail, postage prepaid, addressed to the other party at the address provided for the respective parties at the end of this Agreement.

Section 6. **AMENDMENT:**

No amendment, modification, or alteration of this Agreement is binding unless in writing, dated subsequent to the date of this Agreement, and duly executed by the parties.

This Agreement has been executed by the parties as of the date first written above.

IN WITNESS OF THIS AGREEMENT, the Cadet and the Chief of Police execute this Agreement as of the day and year first above written.

CITY OF SPRINGFIELD, IL:

Chief of Police
Springfield Police Department
800 E. Monroe
Springfield, IL 62701

Date

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public

POLICE CADET:

Name Printed

Date

Street Address

City, State, Zip Code

Signature

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public