

RESOLUTION NO. 2020-02

A RESOLUTION AMENDING SECTIONS 5.05 AND 6.05 OF THE TRAINING COST
REIMBURSEMENT POLICY FOR THE BYRON FIRE PROTECTION DISTRICT

WHEREAS, the Byron Fire Protection District ("the District") is a fire protection district duly organized under the laws of the State of Illinois; and

WHEREAS, the Board of Trustees of the District (the "Board") has full statutory authority to pass all necessary ordinances, resolutions and rules and regulations for the proper management and conduct of the business of the District; and

WHEREAS, the Board recognizes the importance of training in the fire service; and

WHEREAS, the Board wishes to continue to reimburse its employees for paramedic and other school training expenses under fair and reasonable conditions; and

WHEREAS, the Board desires to amend its policies memorializing the terms and conditions upon which training costs incurred by employees will be reimbursed by the District

NOW, THEREFORE, Be It Resolved by the Board of Trustees of the Byron Fire Protection District, Ogle County, Illinois, as follows:

Section One: The Board of Trustees hereby adopts as part of its policy manual the Training Cost Reimbursement Policy attached hereto as Exhibit A.

Section Two: The Board authorizes its Fire Chief to enforce the policy immediately.

Section Three: This resolution shall supersede any resolutions or motions, or parts of resolutions or motions, in conflict with any part herein, and any such resolutions or motions, or parts thereof, are hereby repealed.

Section Four: If any section, paragraph or provision of this Resolution shall be held invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect any of the remaining provisions of this Resolution.

Section Five: That this Resolution shall be in full force and effect from and after its passage.

ADOPTED THIS 27th DAY OF April, 2020 by a roll call vote as follows:

AYES: Jeff Hogan, Jeff Bain, Gene Smith

NAYS: None

ABSENT: Chris Millard

ABSTAIN: Chris Logston

ATTEST:


Secretary, Board of Trustees
Byron Fire Protection District


President, Board of Trustees
Byron Fire Protection District

STATE OF ILLINOIS)
)
COUNTY OF OGLE) SS

SECRETARY'S CERTIFICATE

I, Chris Logston, the duly qualified and acting Secretary of the Board of Trustees of the Byron Fire Protection District, Ogle County, Illinois, do hereby certify that attached hereto is a true and correct copy of a Resolution entitled:

RESOLUTION NO. 2020-02

A RESOLUTION AMENDING SECTIONS 5.05 AND 6.05 OF THE TRAINING COST REIMBURSEMENT POLICY FOR THE BYRON FIRE PROTECTION DISTRICT

which Resolution was duly adopted by said Board at a meeting held on the 27th day of April, 2020.

I do further certify that a quorum of said Board was present at said meeting or in attendance electronically as permitted by the Governor's Executive Order during a Declared Disaster, and that the Board complied with all requirements of the Illinois Open Meetings Act.

IN WITNESS WHEREOF, I have hereunto set my hand this 27th day of April, 2020



Secretary, Board of Trustees
Byron Fire Protection District

AR5.05 TRAINING FUND REIMBURSEMENT AGREEMENT**BYRON FIRE PROTECTION DISTRICT
TRAINING FUND REIMBURSEMENT AGREEMENT**

THIS AGREEMENT is made and entered into on the date set forth next to the signature of each party hereto, by and between _____ (the "Employee") and the Byron Fire Protection District (the "District"), Ogle County, Illinois and is authorized by a motion adopted by the Board of Trustees (the "Board") at a lawful meeting held on the _____ day of _____, 20____, and as found in the minutes of that meeting.

IT IS HEREBY AGREED:

1. Upon execution of this Training Fund Reimbursement Agreement (the "Agreement"), the Employee is hereby authorized to participate in _____ training, the costs of the training to be provided by the District.

2. The Employee hereby recognizes the financial burden of the costs of training to the District, and in consideration for continued employment with the District and the opportunity to participate in District-paid training, hereby agrees to reimburse the District for the costs of the training pursuant to the provisions of this Agreement.

3. In the event that the Employee fails to remain in good standing as an employee and completes two (2) years of employment with the District after the attainment of certification due to any cause other than "termination" as defined below, Employee agrees to pay a portion of the cost of training, which sum shall constitute liquidated damages. The employee will pay for 100% of the training should the employee leave the District within two (2) years of certification.

4. The term "termination" as used in the Agreement shall mean any discontinuance of

the Employee's employment initiated by the District, and shall also include discontinuance of employment due to injury or illness resulting in the employee's permanent inability to perform the normal duties of the position held by the Employee at the time of commencement of such injury or illness.

5. Complete payment of the liquidated damages shall be made within twelve (12) months of cessation of employment in equal monthly installments of no less than one-twelfth (1/12) of the total liquidated damages, commencing on the first day of the month following the month during cessation of employment occurs, and payable on or before the first day of each month thereafter. The Employee 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 liquidated damages then remaining unpaid, shall immediately become due and payable. The Employee further agrees that in the event the District incurs legal fees or other costs of collection in an effort to collect any delinquent sums owing pursuant to this Agreement, the Employee will pay such expenses in addition to the portion of the liquidated damages then due.

6. The Employee understands that he/she has the right to have this document examined by an attorney prior to execution.

7. If any paragraph or portion of a paragraph is found to be unlawful by a court, the remaining portion of the paragraph or remaining paragraphs shall still constitute a valid enforceable Agreement.

Dated this ____ day of _____ 20____.

Fire Chief
ATTEST:

Employee

Administrative Assistant

**CHAPTER SIX - NON-MEMBER OR NON-SWORN PERSONNEL (CIVILIAN
EMPLOYEES)**

6.05 TRAINING COST REIMBURSEMENT POLICY

The District will reimburse its employees for their expenses of participating in certain approved training, provided the employee meets the following two criteria: (1) the employee provides the Fire Chief with proof of participation in the training along with proof of the attainment of the State of Illinois certification following the completion of the training program, and (2) the employee signs a Training Cost Reimbursement Agreement (the "Agreement"). No Employee will receive reimbursement unless and until these two criteria are met.

A sample Training Cost Reimbursement Agreement is attached to this policy. In the event that an employee fails to complete two years of employment with the District from the date of the conclusion of the class, the employee will reimburse the District for the total cost of the training. Excepted from this general rule are those employees who are terminated by the District and those employees who discontinue employment with the District due to injury or illness resulting in the employee's permanent inability to perform the normal duties of the position held by the Employee at the time of commencement of such injury or illness. Finally, the Board of Trustees has the discretion to waive all or part of the reimbursement costs for a particular individual or individuals as the Board deems appropriate.

**CHAPTER SIX - NON-MEMBER OR NON-SWORN PERSONNEL (CIVILIAN
EMPLOYEES)**

AR6.05 TRAINING COST REIMBURSEMENT AGREEMENT

THIS AGREEMENT is made and entered into on the date set forth next to the signature of each party hereto, by and between _____ (the "Employee") and the Byron Fire Protection District (the "District"), Ogle County, Illinois and is authorized by a motion adopted by the Board of Trustees (the "Board") at a lawful meeting held on the _____ day of _____, 20____, and as found in the minutes of that meeting.

IT IS HEREBY AGREED:

1. Upon execution of this Training Cost Reimbursement Agreement (the "Agreement"), the Employee is hereby authorized to participate in authorized department-related training, the costs of the training to be paid by the District.

TRAINING CLASS: _____

2. The Employee hereby recognizes the financial burden of the costs of training to the District, and in consideration for continued employment with the District and the opportunity to participate in District-financed training, the Employee hereby agrees to reimburse the District for the costs of the training pursuant to the provisions of this Agreement. Included in the definition of "training costs" are the base training program fee or cost, the cost of any books or manuals needed for the training, the cost of any expendable materials used in the training, and any costs of lodging and travel associate with the training.

3. In the event the Employee fails to:
- a. pass any mandated State of Illinois certification exam on the Employee's first attempt after his/her completion of the related training class, or
 - b. complete two years of employment with the District after the attainment of the related State of Illinois certification,

the employee agrees to pay the District the training costs expended by the District, which sum shall constitute liquidated damages. The Employee will reimburse the

4. Complete payment of the liquidated damages shall be made within (12) months of cessation of employment in equal monthly installments of no less than one-twelfth (1/12) of the total liquidated damages, commencing on the first day of the month following the month during cessation of employment, and payable on or before the first day of each month thereafter. The Employee 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 liquidated damages then remaining unpaid, shall immediately become due and payable. The Employee further agrees that in the event the District incurs legal fees or other costs of collection in an effort to collect any delinquent sums owing pursuant to this Agreement, the Employee will pay such expenses in addition to the portion of the liquidated damages due.

5. The reimbursement shall not occur in the event that the Employee suffers an injury or illness resulting in the employee's permanent inability to perform the normal duties of the position held by the Employee at the time of commencement of such injury or illness.

6. The Board may waive any of the terms of this Agreement including the amount of liquidated damages due on a case-by-case basis.

7. The Employee understands that he/she has the right to have this document examined by an attorney prior to execution.

8. If any paragraph or portion of a paragraph is found to be unlawful by a court, the remaining portion of the paragraph or remaining paragraphs shall still constitute a valid enforceable Agreement.

Dated this _____ day of _____, _____.

Fire Chief
Byron Fire Protection District

Employee

ATTEST:

Administrative Assistant
Byron Fire Protection District