

VILLAGE OF SOUTH HOLLAND FIRE DEPARTMENT TRAINING AND EDUCATIONAL REIMBURSEMENT AGREEMENT

This Training and Educational Reimbursement Agreement (“Agreement”) is made and entered into as of _____, 20____, by and between the Village of South Holland (hereinafter referred to as the “Village”) and _____ (hereinafter referred to as the “Employee”).

WHEREAS, the Village invests substantial public funds, time, and resources in the recruitment, training, certification, and professional development of members of the South Holland Fire Department; and

WHEREAS, such training and education directly enhance the operational readiness and emergency response capabilities of the Fire Department; and

WHEREAS, the Village reasonably expects a period of continued employment sufficient to realize the benefit of its investment; and

WHEREAS, Illinois municipalities commonly utilize reimbursement agreements to protect public expenditures when employees voluntarily separate shortly after receiving employer-funded training or education.

NOW, THEREFORE, the parties agree as follows:

1. Required Training and Education

The Employee agrees to participate in and successfully complete all training and educational programs required by the Village or the Fire Department, which may include, but are not limited to:

- Attendance at a State-certified fire academy;
- Emergency Medical Technician (EMT) training;
- Emergency Medical Technician (Paramedic) training;
- Department-sponsored specialty training; and
- In-house and on-the-job training.

The Employee shall obtain and maintain all certifications associated with such training.

2. Village Responsibilities

The Village agrees to provide or fund the training and education described above and to pay for related expenses when approved in advance, which may include tuition, books, fees, equipment, materials, uniforms and wages during required training periods, when applicable.

Approval for paramedic education must be obtained in writing prior to enrollment.

3. Reimbursement Obligation

The Employee acknowledges that the costs associated with training, certifying and equipping fire personnel are substantial and difficult to determine with precision. The parties therefore agree that the reimbursement amounts set forth below are reasonable estimates of the Village's cost.

The parties further agree that the reimbursement is not a penalty but agreed upon liquidated damages in the event the Employee voluntarily resigns, separates from employment in lieu of termination, or is terminated for cause within thirty-six (36) months after completion of provided training.

Liquidated damages, as set forth below, shall not be assessed if the Employee terminates their employment during the first 36 months due to a disabling illness or injury which has been verified by a physician of the Village's choice.

A. Fire Academy, EMT, EMT-P and Department Training

The Employee shall reimburse the Village as follows:

Length of Service	Reimbursement Amount
Less than 12 months	\$4,000 or 100% of Educational Reimbursements Received
More than 12 months but less than 24 months	\$3,000 or 100% of Educational Reimbursements Received
More than 24 months but less than 36 months	\$2,000 or 100% of Educational Reimbursements Received

B. Educational Reimbursement (including Paramedic Programs)

The Employee shall reimburse the Village 100% of educational expenses if the Employee leaves the employment of the Village within three (3) years of having received the education reimbursements.

"Educational reimbursement" includes tuition, fees, books, required materials, uniforms and other Village-funded educational expenses, including paramedic education.

4. Collective Bargaining Agreement

If the Employee is subject to a Collective Bargaining Agreement (CBA), this Agreement shall be interpreted consistently with the CBA. To the extent a provision conflicts with an applicable CBA, the CBA shall control.

5. No Guarantee of Employment

Nothing in this Agreement shall be construed as creating a contract of employment or guaranteeing employment for any specific duration. Employment remains subject to applicable laws, rules, collective bargaining agreements, and Village policies.

6. Waiver

Failure of the Village to enforce any provision of this Agreement shall not constitute a waiver of its right to enforce that provision or any other provision in the future.

7. Severability

If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

8. Entire Agreement

This Agreement constitutes the entire understanding between the parties regarding training and educational reimbursement and supersedes any prior agreements on this subject. This Agreement may only be modified in writing signed by both parties.

9. Governing Law and Venue

This Agreement shall be governed by the laws of the State of Illinois. Venue for any dispute shall lie exclusively in the Circuit Court of Cook County, Illinois.

SIGNATURE ACKNOWLEDGMENT

I acknowledge that I have thoroughly read the Training and Educational Reimbursement Agreement that is included in the application packet.

My signature below certifies that I understand and agree with the above statement.

Signature: _____

Date: _____