

CHAPTER 1
POLICE DEPARTMENT

- 8-1-1 Department Established, Positions
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8-1-1 DEPARTMENT ESTABLISHED, POSITIONS

There is hereby established a Police Department for the Village, which Department shall be comprised of the following positions: Chief of Police, Patrolman, Police Matron and such other ranks as shall be established from time to time by motion or resolution of the President and Board of Trustees.

8-1-2 MEMBERS OF DEPARTMENT *Amended, Ord. 317, 2017-18-935*

- A. The members of the Police Department shall perform those duties as prescribed by Statute for the Village Marshal and shall enforce all Statutes of the State of Illinois and ordinances of the Village.
- B. All members of the existing Police Department of the Village as of the effective date hereof shall retain their respective positions with the Police Department of the Village.
- C. The Chief of Police shall be appointed by the President of the Board of Trustees with the advice, consent and approval of a majority of the Trustees.
- D. None of the members of the Police Department shall be officers of the Village.

8-1-3 TRAINING REIMBURSEMENT *Ord. 499, Amended, 05-06-754*

- A. It shall be the duty of every police officer to reimburse the Village for the cost of any training paid by the Village should he or she leave within 24 months after training has been completed. Reimbursement shall not be limited to tuition but also include related expenses such as food, lodging and mileage under the following formula: For every month that the Officer leaves prior to serving 24 months on the Village Police Department following training, the Officer shall pay to the Village 1/24th of the total amount expended by the Village for the training.
- B. Before a training class is started the Officer shall execute an Agreement for Reimbursement of Hiring, Training and Equipment Expenses, which shall be more or less in the following form:

**AGREEMENT FOR REIMBURSEMENT
OF HIRING, TRAINING AND EQUIPMENT EXPENSES**

THIS AGREEMENT for reimbursement of hiring, training and equipment expenses (the "Agreement") is entered into this ___ day of _____, 200__, by and between the

Village of Hebron, an Illinois municipal corporation (the "Village"), and _____
_____ (the "Officer").

WHEREAS, the Officer acknowledges that the Village will incur substantial expenses in the process of hiring, training and equipping the Officer to be a public safety officer; and

WHEREAS, the Officer acknowledges that these expenditures are expected to be recaptured through services by the Officer with the Village's Public Safety Department after completion of training and that the Village will suffer substantial detriment if the Officer should take employment elsewhere during a period of time for 24 months following completion of all required training; and

WHEREAS, the Officer acknowledges that were it not for the Officer agreeing to execute this Agreement, the Village would not hire him or her; and

WHEREAS, the Officer acknowledges that the Village is relying upon the Officer's commitment to serve the Village for an interval of 24 months following completion of all required training in its extending an offer of at-will employment to the Officer.

NOW, THEREFORE, in consideration of the Village paying the training expenses of the Officer, as more specifically described below, it is hereby agreed as follows:

1. **Incorporation of Recitals into Agreement.** The recitals set forth above are hereby incorporated into this Agreement by this reference. The Officer and Village agree as to the veracity of these recitals.

Reimbursement Obligation. The Officer, in consideration of the Village's providing the Officer the formal public safety training through an Illinois law enforcement academy, as well as approximately 10 weeks of field training under the supervision of experienced public safety personnel of the Village, as well as equipping the Officer (the "Training"), does hereby agree that in the event the Officer's employment with the Village ceases due to any reason other than "Termination," as defined below, within 24 months from commencement of full time service as a public safety officer subsequent to the Officer's completion of Training, the Officer will reimburse the Village for all expenses incurred in connection with Training, the Officer as set forth in Section 4 of this Agreement and in accordance with the credit formula in Section 5 of this Agreement. The Officer understands that if the Officer voluntarily leaves the employ of the Village within 24 months after training, the Officer will be obligated to reimburse the Village for the expenses described herein. Resignation by the Officer for whatever reason shall be *prima facie* evidence that the Officer left voluntarily.

2. **Definition of Termination.** "Termination" as used in this Agreement shall mean any termination of the Officer's employment by the Village and shall also include termination of the Officer's employment with the Village due to injury or illness resulting in the Officer's permanent inability to perform the normal duties of the position held by the Officer at the time of commencement of such injury or illness.

3. **Reimbursement Obligation.** The Officer's reimbursement obligation shall consist of the sum of all amounts expended by the Village in connection with hiring, training and equipping the Officer, including, but not limited to the following:
 - a. Cost of background investigation and other entrance check expenses in the approximate amount of: \$ _____
 - b. Cost of police training and other entrance check expenses in the approximate amount of: \$ _____
 - c. Expenses of providing field training, which due to difficulty of estimation and actual computation, are hereby agreed to be: \$ _____
 - d. Expenses of equipping, including but not limited to uniforms: \$ _____

Total estimated reimbursement of obligation: \$ _____

It is agreed that the amounts itemized above (other than the stipulated amount of expenses of field training) are estimates only. The Officer agrees that the Officer's actual reimbursement obligation will be determined by the Village based upon actual expenditures and/or reasonable estimates thereof in the event actual expenditures cannot be documented through a reasonable effort and in accordance with the credit formula set forth in Section 5 of this Agreement. The Village agrees not to include, in its calculation of the Officer's reimbursement obligation, any sums previously received from any state or federal agency as reimbursement for training expenses incurred on the Officer's behalf.

4. **Credit for Continuous Employment.** Credit for services rendered by the Officer will be given against the reimbursement obligation at the rate of one twenty-fourth (1/24th) of the total reimbursement obligation for each completed month of continuous full time employment subsequent to completion of the field training period by the Officer. Any absence from work due to illness, injury or other cause for a period greater than two weeks shall be excluded from the period of service for which credit will be given. However, all absences related to any injury sustained in the line of duty shall not be excluded.
5. **Acknowledgment of At-Will Employment Relationship between the Officer and the Village.** The parties agree that nothing in this Agreement is meant to alter the at-will employment relationship between the parties.
6. **Terms of Repayment.** Complete payment of the reimbursement obligation shall be made by the Officer within 12 months of cessation of employment in monthly installments of no less than one-twelfth of the total reimbursement obligation, commencing on the first day of the month following the month during which cessation of employment occurs, and payable on or before the first of each month thereafter.* The Village may apply any sums due the Officer as wages, at the time the Officer voluntarily leaves the employment of the Village, as payment against the Officer's reimbursement obligation. Such deduction of wages may be made notwithstanding the fact that such amounts may exceed 15 percent of the Officer's wages per paycheck. Furthermore, the applicant also agrees to any accounting

expense not to exceed \$500.00 in the administration of this Agreement, should full payment not be forthcoming.

The Officer agree 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. Additionally, the Officer further agrees that in the event the Village incurs legal fees or others costs of collection in an effort to collect any delinquent sums owing pursuant to this Agreement, the Officer will pay such expenses in addition to the portion of the reimbursement obligation then due.

*Exact amount to be calculated at time of cessation of employment.

7. **Time of the Essence.** Time is of the essence in this Agreement.
8. **Acknowledgment of Receipt of Agreement/Right to Independent Legal Advice.** The Officer acknowledges that he or she has received a copy of this Agreement. The Officer understands that the Officer has the right to have this document examined by an attorney of his or her choosing and to discuss its terms with the Officer's attorney prior to signing it.

Please check the boxes below as applicable:

- The Officer fully understands the nature and terms of the contractual obligations created pursuant to this Agreement and has chosen not to consult an attorney.
 - The Officer has consulted an attorney regarding this Agreement and has received his/her explanation of its terms.
9. **Severability.** Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.
 10. **Interpretation.** No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party hereto by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured or dictated such provision.

Dated this ____ day of _____, 200__.

Officer's Signature

STATE OF ILLINOIS)
)
COUNTY OF McHENRY) SS

On this day, _____, personally appeared before me and acknowledged that he/she signed the same as his/her free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this _____ day of _____, 200__.

Notary Public

AGREED and ACCEPTED THIS _____
DAY OF _____, 200_____

Village President

8-1-4 PART-TIME POLICE OFFICERS; TRAINING *Amended, 2011-12-866, 2011-12-864, Ord. 95-96-567*

Part-time police officers shall be employees at will, a minimum of 21 years of age, possess a valid high school diploma or G.E.D, preferably supplemented by some additional college level course work in a police related field and possess a valid driver’s license. They shall be hired, disciplined and terminated by the Chief of Police; and supervised and directed by the Chief of Police or the Chief’s designee as provided by law. All part-time police officers shall either: (1) have a current valid certification to serve as a full-time police officer from the Illinois Law Enforcement Training Standards Board (“ILETSB”); or (2) have a current valid certification to serve as a part-time police officer from the ILETSB; or (3) shall, within 18 months after they are hired by the Village, successfully complete any training mandated by the ILETSB for part-time police officers. If a newly hired part-time police officer does not have any certification to serve as either a full-time or as a part-time police officer in the State, the part-time police officer shall be directly supervised by a full-time police officer with valid certification from the ILETSB until such time the part-time officer obtains the necessary part-time certification. Under any circumstances, no part-time police officer shall be assigned to supervise or direct a full-time police officer. Failure to meet or maintain the certification requirements of this Section shall result in dismissal of the part-time police officer. The number of hours a part-time police officer may work within a calendar year shall be pursuant to state statute.