



**INSTRUCTIONS: (1) Print your name in all blanks; (2) sign the agreement; (3) have someone witness your signature; (4) submit Agreement with your application. DO NOT DATE THE AGREEMENT.**

## CARBONDALE POLICE DEPARTMENT PRE-EMPLOYMENT AGREEMENT

This Agreement is entered into on the date shown below between \_\_\_\_\_ and the City of Carbondale, Illinois (hereinafter referred to as CITY).

### WITNESSETH

**WHEREAS,** \_\_\_\_\_ has expressed interest in becoming a police officer in the Carbondale Police Department; and

**WHEREAS,** \_\_\_\_\_ understands that, should he/she be hired as a police officer in the Carbondale Police Department, the CITY will incur various expenses, including but not limited to costs of administering tests and conducting interviews; costs of performing background investigations; costs of medical, psychiatric, drug screening, and other employment-related examinations; costs of providing uniforms and equipment; costs for training sessions conducted by Carbondale Police Department personnel and staff at a basic law enforcement training facility; and, salary paid to police officers during their training; and

**WHEREAS,** the CITY is willing to assume the various costs associated with the examination, interviewing, and investigation of prospective police officers and the provision of uniforms and equipment, training, and salary during training for newly-hired police officers, provided the CITY receives a commitment from an applicant that he or she will remain in the Carbondale Police Department for a minimum period of thirty-six (36) months; and

**WHEREAS,** the CITY seeks to have well-trained police officers on the Carbondale Police Department; and

**WHEREAS,** \_\_\_\_\_ understands and acknowledges that, should he/she be hired as a police officer for the Carbondale Police Department, he/she will be expected to remain in the employment of the CITY for a minimum of thirty-six (36) months or else reimburse the CITY for the expenses incurred by the CITY in testing, interviewing, equipping, and training him/her.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained hereinbelow, the parties do freely and voluntarily enter into this Agreement.

**SECTION 1.**

The recitals stated above are incorporated herein as part of this Agreement.

**SECTION 2.**

The City agrees:

- A. to consider \_\_\_\_\_ for employment as a police officer for the Carbondale Police Department;
- B. to administer various examinations in order to determine whether \_\_\_\_\_ is an appropriate candidate for employment as a police officer for the Carbondale Police Department;
- C. to provide initial uniforms and equipment;
- D. to provide such training and instruction as the CITY, in its sole discretion, deems appropriate; and
- E. to pay \_\_\_\_\_ his/her full wages during any period in which \_\_\_\_\_ is being trained.

**SECTION 3.**

\_\_\_\_\_ agrees that should he/she be hired as a police officer for the Carbondale Police Department, he/she will remain in the employment of the CITY as a police officer for a minimum of thirty-six (36) months from the date of hire. If he/she does not remain in the employment of the CITY as a police officer for a minimum of thirty-six (36) months from the date of hire, he/she will reimburse the CITY for any and all costs incurred as enumerated in SECTION 4 below at the following rate:

- A. 100%, if resignation is prior to twenty-four (24) months having elapsed from date of hire;
- B. 50%, if resignation occurs prior to the time thirty-six (36) months, but more than twenty-four (24) months have elapsed.

**SECTION 4.**

Schedule of costs to be incurred by CITY:

- A. Administration of written and physical agility examination
- B. Interviews
- C. Background Investigation
- D. Medical, Psychiatric, Drug-screening and Other Employment-Related Examinations
- E. Uniforms and Equipment issued by City
- F. Basic Law Enforcement Training Facility
- G. Salary paid during Field Training Sessions and Basic Law Enforcement Training

**SECTION 5.**

This Agreement shall terminate after the completion of thirty-six (36) months from the date of hire.

**SECTION 6.**

\_\_\_\_\_ understands that employment with the Carbondale Police Department is contingent upon his/her completion of a probationary period of twelve (12) months and continued performance to the satisfaction of the Carbondale Police Department. Nothing contained herein shall be construed as a promise or agreement by either the Carbondale Police Department or the CITY to retain \_\_\_\_\_ as a police officer for the Carbondale Police Department for thirty-six (36) months or any portion thereof.

**SECTION 7.**

The CITY and the Carbondale Police Department does not, by this Agreement, waive any of the rights, privileges, or prerogatives they possess pursuant to Rules of the Board of Fire and Police Commissioners, the Rules and Regulations of the Carbondale Police Department, and the labor Agreement between the CITY and the Fraternal Order of Police Lodge No. 192, now in effect or as may be altered or modified in the future.

**SECTION 8.**

\_\_\_\_\_ agrees that, should it become necessary for the CITY to file suit in order to collect the costs as enumerated in SECTION 4, he/she will pay all costs of said suit, including reasonable attorney's fees and all interest allowed at the legal rate on the amount which is owned.

**SECTION 9.**

\_\_\_\_\_ agrees that the CITY shall retain any money from his/her paycheck, including but not limited to payment for any unused vacation, sick leave, and compensatory time, to satisfy, either in full or in part, payment of the costs enumerated in SECTION 4 and \_\_\_\_\_ authorizes the CITY to retain monies from his/her paycheck to satisfy these payments. In addition, \_\_\_\_\_ agrees that the retainage authorized by this section shall not operate to waive the right of the CITY to commence legal proceedings against him/her to recoup any outstanding balance.

**SECTION 10.**

\_\_\_\_\_ acknowledges that he/she has examined this Agreement that he/she has read and understands this Agreement, and he/she has the right to consult an attorney prior to entering this Agreement.

**SECTION 11.**

Any notice that may be required by this Agreement shall be sent to the parties at the addresses below:

\_\_\_\_\_  
Applicants Name

Kevin Baity, City Manager

\_\_\_\_\_  
Applicants Address

P.O. Box 2047

\_\_\_\_\_  
City, State, Zip

Carbondale, IL 62902-2047

**SECTION 12.**

The invalidity of any portion of this Agreement will not and shall not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

**SECTION 13.**

No modification of this Agreement shall be binding unless evidenced in writing and signed by both parties.

**SECTION 14.**

The CITY agrees that it will not seek any of the costs enumerated in SECTION 4 should the CITY terminate or discharge \_\_\_\_\_ from the Carbondale Police Department.

\_\_\_\_\_  
Applicants Signature

\_\_\_\_\_  
Kevin Baity, City Manager

Witnessed: \_\_\_\_\_

Attest: \_\_\_\_\_  
Jennifer Sorrell, City Clerk

Date of hire: \_\_\_\_\_