

RESOLUTION NO. R-2022-02

**A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF
A REIMBURSEMENT AGREEMENT FOR THE PAYMENT OF
CERTAIN SPECIALTY EDUCATION AND TRAINING COSTS FOR A VILLAGE EMPLOYEE
(Carmen Rivera)**

WHEREAS, the President and Board of Trustees of the Village of Maywood (the "Village") desire to enter into an agreement entitled "REIMBURSEMENT AGREEMENT FOR THE PAYMENT OF CERTAIN SPECIALTY EDUCATION AND TRAINING COSTS FOR A VILLAGE EMPLOYEE (Carmen Rivera)" (the "Agreement"), with Carmen Rivera, a Maywood Police Department civilian employee, (the "Employee"), relative to her attendance and participation in certain criminal analyst training, (the "Training"), which is intended to provide Ms. Rivera with new or enhanced professional skills or knowledge that can be applied to her current or anticipated Village job duties and functions. A copy of the Agreement is attached hereto as **Exhibit "A"** and made a part hereof; and

WHEREAS, completion of the Training by the Employee will be beneficial to the Village and such Training will also make the Employee more valuable and marketable to other employers; and

WHEREAS, the Village is willing to pay for such Training, provided the Employee agrees to enter into the attached Agreement, which requires the Employee to reimburse the Village a certain portion of the funds on a sliding scale that the Village pays relative to the Employee's attendance at and participation in the Training if the Employee leaves the Village's employment within twenty-four (24) months of completing the Training; and

WHEREAS, the President and Board of Trustees of the Village, a home rule Illinois municipal corporation, have the authority to enter into the Agreement pursuant to their home rule powers and intergovernmental cooperation powers set forth at Article VII, Sections 6 and 10 of the 1970 Illinois Constitution and the applicable provisions of the Illinois Municipal Code (65 ILCS 5), and find that entering into the Agreement is in the best interests of the Village, its residents, businesses and the public.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

SECTION 2: The President and Board of Trustees of the Village of Maywood authorize the approval and execution of the "REIMBURSEMENT AGREEMENT FOR THE PAYMENT OF CERTAIN SPECIALTY EDUCATION AND TRAINING COSTS FOR A VILLAGE EMPLOYEE (Carmen Rivera)", a copy of which is attached hereto as **Exhibit "A"** and made a part hereof. The President and Board of Trustees of the Village of Maywood further authorize and direct the Village President and the Village Clerk, or their designees, or the Village Manager, or his/her designee, to execute and deliver the final version of the attached Agreement, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney.

SECTION 3: The President and Board of Trustees of the Village of Maywood authorize and direct the Village President, the Village Manager, the Village Finance Director, the Village Treasurer, the Village Clerk and/or the Village Attorney, or their designees, to execute such instruments and other documents and pay all costs that are necessary to fulfill the Village's obligations under the Agreement. The President and Board of Trustees of the Village of Maywood further authorize and direct the Village Clerk, the Village Manager and/or the Village Attorney, or their designees, to transmit executed duplicate originals or certified copies of this Resolution and the Agreement to all parties that are entitled to receive such documents.

SECTION 4: This Resolution shall be effective immediately upon its passage and approval, or as otherwise provided by law.

ADOPTED this 18th day of January, 2022, pursuant to a roll call vote as follows:

AYES: Mayor Booker, Trustee(s) A. Sanchez, S. Reyes-Plummer, M. Jones, A. Peppers and I.

Brandon

NAYS: None

ABSENT: Trustee M. Lightford

APPROVED this 18th day of January, 2022, by the Village President of the Village of Maywood, and attested by the Village Clerk, on the same day.

Nathaniel George Booker, Village President

ATTEST:

Gwaine Dianne Williams, Village Clerk

Exhibit "A"

**REIMBURSEMENT AGREEMENT FOR THE PAYMENT OF
CERTAIN SPECIALTY EDUCATION AND TRAINING COSTS FOR A VILLAGE EMPLOYEE
(Carmen Rivera)**

(attached)

**REIMBURSEMENT AGREEMENT FOR THE PAYMENT OF
CERTAIN SPECIALTY EDUCATION AND TRAINING COSTS FOR A VILLAGE EMPLOYEE
(Carmen Rivera)**

WHEREAS, the below identified person is an employee (“Employee”) of the Village of Maywood;
and

WHEREAS, the Village of Maywood (the “Village” or the “Employer”) has agreed to pay for the Employee to attend a conference, meeting, seminar, training, educational course, or similar instructional class related to the Employee’s current and/or anticipated Village job duties and functions (collectively referred to as the “Training”) as further described below in this Agreement. The Employee desires to attend the Training and receive the benefits of such Training; and

WHEREAS, in consideration of the Village’s payment for the Training, the Employee acknowledges that, through attendance at and participation in such Training, the Employee will acquire certain new or enhanced professional skills or knowledge, the use of which will be beneficial to the Village, and such Training will also make the Employee more valuable and marketable to other employers; and

WHEREAS, the Employee acknowledges that this Agreement is a recognition that the Training costs paid by the Employer are expected to be recaptured through the performance of employment services by the Employee benefitting the Employer after completion of the Training, and that the Village will suffer direct, substantial financial detriment and loss if the Employee leaves the Village to work at another employer during the one (1) year period immediately following completion of the Training; and

WHEREAS, the Employee agrees to reimburse the Village for the Training Costs in the event that his/her employment with the Village is terminated during the two (2) year period immediately following completion of the Training in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the above recitals and the mutual obligations set forth in this Agreement, including the payment of the Training costs by the Village for the Employee, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the Employee agrees as follows:

1. Training Costs and Expenses. The Village agrees to pay a total of \$3,000.00 (“Training Costs”) for the Training, which consists of:

Name and Type of Training:	Criminal Intelligence & Analysis
Training Provided By:	Alpha Group Center
Training Location:	Online (8 week) course
Dates of Training:	10.12.2021 to 12.7.2021

Name and Type of Training:	Fundamentals of Crime Analysis
Training Provided By:	International Association of Crime Analysts (IACA)
Training Location:	Online (12 week) course
Dates of Training:	1.3.2022 to 3.27.2022

Name and Type of Training: Intelligence Led Policing
Training Provided By: Southern Police Institute
Training Location: University of KY -Louisville, Kentucky
Dates of Training: 06.20.2022 to 06.24.2022

In addition to the Training Costs, the Village agrees to pay all reasonable expenses related to attendance at the Training, provided that the Employee submits the appropriate expense reports and all receipts for the expenses associated with the Training, and such expenses are reimbursable pursuant to the Village's Travel and Expense Policy as set forth in the Employee Handbook, which may be amended from time to time. The Employee acknowledges and agrees that Training Costs are subject to annual budgetary constraints and that once the Training Costs are approved and this Agreement is entered into, the Employee will have to complete the Training identified in this Paragraph in the applicable budget year. The Employee may be required to enter into a new agreement or renew this Agreement if Training extends beyond a single budget year. The Village reserves the right to terminate this Agreement if the Employee does not complete the Training in the same budget year that the Training is approved. The Village and the Employee agree that the Employee may pursue additional training opportunities that may require execution of a separate reimbursement agreement(s), but the Employee may not commit to such Training prior to having such additional Training approved by the Village Manager and the funds to pay for such additional Training must be approved by the Village Board as part of the annual budget or as part of a supplemental appropriation.

2. Reimbursement for the Training Costs. Except as provided below, the Employee agrees to reimburse the Village for the Training Costs paid by the Village if the Employee's employment ceases within two (2) calendar years of completion of the Training due to any reason or cause other than the Employee's termination by the Village or discontinuance of employment due to injury, illness or death resulting in the Employee's inability to perform his/her assigned employment duties at the commencement of such injury or illness or upon death. For purposes of this Agreement, completion of the Training does not mean that the Employee must receive a certificate or degree. Rather, the Village's payment of Training Costs and the Employee's participation in the Training sessions is sufficient to trigger the Parties' obligations in this Agreement. The Employee agrees to reimburse the Village the dollar amount of the Reimbursement Obligation (as defined below in Section 3) related to the Training Costs, **as set forth below, within one hundred twenty (120) calendar days of separation of employment.**

The Employee agrees to reimburse the Village for the actual Training Costs paid by the Village or that portion of the Training Costs that the Village is required to pay, in the event that: (1) the Employee has not yet attended or completed the Training; (2) the Village has paid any portion of the Training Costs; or (3) the Employee resigns or leaves his / her employment with the Village within two (2) calendar years of completion of the Training. If the Training Costs, or any portion thereof, are refundable or allocated as a credit for use by another Village employee and the Village receives such refund or credit for use by another Village employee, the Employee's Reimbursement Obligation will be limited to the actual costs paid by the Village and not refunded or not allocated as a credit. If the Village, in its sole discretion, cannot use the credit to

permit another Village employee to attend the Training for any reason, then the Employee shall reimburse the Village for the actual dollar value of the credit.

3. Calculation of Reimbursement Obligation. The Reimbursement Obligation shall consist of the sum of all amounts expended by the Employer in connection with the Training Costs paid on behalf of the Employee. The Employee agrees that the actual reimbursement obligation will be determined by the Employer, based upon actual expenditures and/or reasonable estimates thereof in the event actual expenditures cannot be documented through the Village's reasonable effort. The Employer agrees not to include in its calculation of the actual Reimbursement Obligation any dollar amounts previously received from any State, county or federal agency as reimbursement for the Training Costs incurred on the Employee's behalf. In addition, to the extent the Employee pays for or contributes funds toward any shared costs of such Training, the Village will provide the appropriate credit to account for the Employee's payment of or contribution towards the Training Costs.
4. Credit for Continuous Employment. Credit for continuous employment services rendered by the Employee for the Employer after the completion of the Training will be given against the Reimbursement Obligation at the rate of one calendar day (1/365th) for each calendar day of continuous full-time employment subsequent to completion of the Training. Any absence from work due to illness, injury or other cause for a period of greater than two (2) weeks shall be excluded from the period of service for which credit will be given. However, all absences related to any injury or illness sustained while working for the Employer shall not be excluded.
5. Terms of Repayment. Complete payment of the Reimbursement Obligation shall be made by the Employee to the Village within **one hundred twenty (120) calendar days** of cessation of employment with the Village, in monthly installments of not less than one-fourth (1/4th) of the total Reimbursement Obligation, commencing on the first (1st) day of the month following the month during which the cessation of employment occurs, and payable on or before the first (1st) 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 Reimbursement Obligation then remaining unpaid shall immediately become due and payable. The Employee further agrees that, in the event the Employer 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 reimbursement obligation then due, as well as interest on any unpaid amount, at the rate of one percent (1%) per month. If the Village has to pursue enforcement of the terms of this Agreement, the Village shall be entitled to receive from the Employee the reasonable attorney fees, costs and expenses incurred by the Village in successfully enforcing this Agreement. These include reasonable attorney fees and costs incurred in filing and prosecuting any suit or action, including any appeal therefrom, and including reasonable attorney fees and costs in pursuing collection upon any judgment or award against the Employee in favor of the Village.
6. Entire Agreement; Venue. This Agreement contains the entire agreement between the Village and the Employee with respect to the costs of training and reimbursement obligations. This Agreement may not be changed orally, but only by written agreement signed by both parties. This Agreement shall be governed by the laws of the State of Illinois. The parties agree that any

suit or action regarding this Agreement shall be filed with the district courthouse of the Circuit Court of Cook County, Illinois located in closest proximity to the Village of Maywood, and the parties do not object to venue and jurisdiction of this district and judicial circuit for such purposes.

- 7. Continuation of Employment-at-Will Relationship. The Employee and the Village understand and agree that this Agreement does not constitute an employment agreement and nothing in this Agreement shall replace the Employee and the Village's at-will employment arrangement. Both the Employee and the Village understand that the employment relationship may be terminated by either party for any or no reason at any time prior to or after the termination of this Agreement.

- 8. Acknowledgment of Receipt/Waiver of Right to Independent Legal Advice. The Employee understands that he/she has the right to have this document examined by an attorney of his/her choosing, and to discuss its terms with his/her attorney prior to signing it. **Sign initials on one of the lines below as acceptable:**

_____ I fully understand the nature and terms of the binding Reimbursement Obligation created by this Agreement and have chosen to waive my right to consult with an attorney.

_____ I have consulted an attorney regarding this Agreement and received his/her explanation of its terms.

EMPLOYEE: Carmen Rivera

EMPLOYER: Village of Maywood

Carmen Rivera

Chasity Wells-Armstrong
Village Manager

_____, 2022

_____, 2022

ATTEST

ATTEST

Gwaine Dianne Williams, Village Clerk

Gwaine Dianne Williams, Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Gwaine Dianne Williams, Clerk of the Village of Maywood, in the County of Cook and State of Illinois, certify that the annexed and foregoing is a true and correct copy of that certain Resolution now on file in my Office, entitled:

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which Resolution was passed by a roll call vote of the Board of Trustees of the Village of Maywood at a Special Village Board Meeting on the 18th day of January, 2022, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 18th day of January, 2022.

I further certify that the vote on the question of the passage of said Resolution by the Board of Trustees of the Village of Maywood was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Maywood, and that the result of said vote was as follows, to-wit:

AYES: Mayor Booker, Trustee(s) A. Sanchez, S. Reyes-Plummer, M. Jones, A. Peppers and I.
Brandon

NAYS: None

ABSENT: Trustee M. Lightford

I do further certify that the original Resolution, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Maywood, this 19th day of January, 2022.

Gwaine Dianne Williams, Village Clerk

[SEAL]