



# 2023 POLICE OFFICER (LATERAL) RECRUITMENT

EQUAL OPPORTUNITY EMPLOYER

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HUMAN RESOURCES DIVISION

CITY OF HIGHLAND PARK

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## City of Highland Park Police Officer



The Board of Fire and Police Commissioners of the City of Highland Park is accepting applications for the position of Police Officer (Lateral Entry). Please read the information contained in this packet carefully as it explains the requirements and process for candidates.

### Requirements:

Proof of meeting these requirements must be submitted during the application process described below.

- U.S. Citizen
- Valid driver's license
- Between the ages of **21 and 64**
- The applicant must have been employed as a **full-time law enforcement officer in good standing** in another law enforcement agency. The employment may be in any municipal, county, university, state, or federal law enforcement department or agency.
- The applicant must be certified or have the ability to be qualified to be certified (by full-academy waiver) by the Illinois Law Enforcement Training and Standards Board (**ILETSB**) by either:
  - Award of a certificate attesting to his or her successful completion of the minimum Standards Basic Law Enforcement Training Course, as provided in the Illinois Police Training Act, **OR**
  - Having previously been certified as a law enforcement officer in another state, the applicant must meet the conditions of reciprocity as regulated by the Illinois Law Enforcement Training and Standards Board and must have been employed as a full-time law enforcement officer in good standing for at least 12 months preceding the application.

- High school graduate or possess a GED
- Completed 60 semester hours (90 quarter hours) of college at an accredited college or university **OR** have completed 4 years of continuous military service
- Proof of military service to qualify for military preference points (if applicable)
- Must be physically able to perform the essential job function of the position of police officer.
- The applicant must speak and understand English language sufficiently to successfully undertake and discharge all duties of Police Officer.
- File a completed application, and required documentation as described below. Any applications received after the closing of the job posting will be reviewed by the department as needed. The Lateral process is open and continuous. As such, dates specified in this document may be subject to change.

## **Step 1: File an Application**

Applications are accepted by the City of Highland Park online:

<https://www.cityhpil.com/careers>

Applicants must complete a detailed online application and attach the required documents as detailed on the website. Prior applications will not be considered when evaluating applications filed during this recruitment period, however prior applicants are welcome to apply!

Applications must be completed, and all required documents submitted. Any applications received after the closing of the job posting will be reviewed by the department as needed.

All portions of the testing process are mandatory. Failure to attend and complete any portion of the process will result in elimination from the employment process.

Applicants are responsible for notifying Human Resources of any changes in address, phone number or email address. All such notices of changes in contact information should be submitted in writing to the City of Highland Park, Human Resources Division, 1707 St. Johns Ave, Highland Park, IL 60035, or e-mailed to [hr@cityhpil.com](mailto:hr@cityhpil.com).

## REQUIRED DOCUMENTS

- Complete Online Application
  
- Copy of High School Diploma or equivalent
  - *You must submit a copy even if you provide a college transcript*
  
- Copy of Valid Driver's License
  
- Copy of Birth Record as Proof of Citizenship
  - The following documents are accepted as proof of citizenship:
    - Copy of US County / State issued birth record
    - Copy of valid US Passport
    - Copy of Naturalization Papers

Hospital-issued birth certificates are not verifiable, and therefore cannot be accepted.

## ONE OF THE FOLLOWING IS REQUIRED

- Copy of Military DD-214 Long Form (MUST show four (4) completed years of continuous service in the US Military)

OR

- Copy of Official College / University Transcripts (MUST show proof of at least 60 semester hours (90 quarter hours) of successfully completed college credit from an accredited college / university.

*Any applications and documents received after the close of the job posting will be reviewed by the department as needed.*

## **Step 2: Screening Interview & Fingerprinting**

### **Screening Interview:**

The screening interview is conducted by a panel of staff members chosen by the Board. This is a preliminary interview to determine an applicant's suitability for the position of Police Officer and is a pass/fail examination element.

Screening Interviews will take place continuously throughout the year as applications are received. Candidates will be notified in writing via email of their scheduled interview date and time.

**AND**

### **Fingerprinting and Preliminary Background Investigation:**

The City will conduct a character and background investigation of candidates including a criminal history check. Results will be submitted to the Board for its evaluation. Fingerprinting will be conducted in conjunction with the screening interview.

### **Step 3: Polygraph & Oral Interview**

Candidates who pass the screening interview and complete the fingerprinting/preliminary background investigation will proceed as follows:

#### **Polygraph Test:**

Candidates are required to submit to a polygraph test administered by a licensed polygraph examiner in order to be eligible to continue in the selection process. Results of the polygraph test will be submitted to the Board for its evaluation.

Candidates will be notified of their schedule for the polygraph test in writing.

#### **Board Review and Oral Interview:**

The results of the polygraph examination and preliminary background investigation will be reported to the Board of Fire and Police Commissioners for review and approval, and candidates will be interviewed by the Board.

Eligible candidates will be notified in writing via email of the date, time and place of each oral interview. Applicants are to call or e-mail to confirm the receipt of the interview schedule and to accept or decline the interview. Once set, the interview schedule cannot be changed.

Candidates must pass the Board review of polygraph and background investigation and score 70% or higher for the Oral Interview to proceed further.

## **Step 4: Eligibility List**

### **Initial Lateral Entry List**

Candidates who pass all of the above portions of the selection process will be placed on the **Initial Lateral Entry List**, in rank order of score achieved. Candidates will be notified in writing of their placement on the Initial Lateral Entry List. The Initial Lateral Entry List will include only the 10 highest ranked applicants and may be modified mid-year as new applications are received and ranked. Affected applicants will be notified of any modification. Candidates will be notified in writing of their final score / ranking on the Initial Lateral Entry List.

Candidates who have served at least one year in the US Armed Forces during a time of hostilities with a foreign country, who have been honorably discharged or currently on active duty, may request the addition of Military preference points (3 points) to be added to their score on the Initial Eligibility List. Candidates should be aware that military preference points may only be used for one appointment, and those using military preference points on this Police Officer exam process will not be eligible for military preference points on any future promotional process with the City of Highland Park.

### **Final Lateral Entry List**

Scores for candidates requesting and receiving military points will be adjusted and the Final Lateral Entry List created. Candidates will be notified in writing of their final score and ranking on the Final Lateral Entry List.

Conditional offers of employment may be made to candidates on the Lateral Entry List. Hiring will be done consistent with the Rules and Regulations of the Board of Fire and Police Commissioners of the City of Highland Park.



## **Step 5: Post-Offer Examination Elements**

Candidates who are given a conditional offer of employment will proceed with the post-offer examination elements:

### **Detailed Character and Background Investigation:**

A detailed character and background investigation of each candidate who has accepted a conditional offer of appointment will be conducted. Such investigation may include further checking of the fingerprints obtained during the Preliminary Character and Background Investigation. Results of this investigation shall be submitted to the Board to determine whether the applicant has passed this examination element.

### **Psychological/Psychiatric Test:**

A psychological examination administered by such psychologist or psychiatrist designated by the Board will be conducted of each candidate who has accepted a conditional offer of employment. The test shall be given solely to determine an applicant's suitability for the position of Police Officer with the City of Highland Park. The examiner shall prepare and submit a report of the examination to the Board who shall determine whether the applicant has passed this examination element. If the applicant fails this examination element, the applicant's name may be retained on the Lateral Entry List.

### **Medical Exam:**

A comprehensive medical test administered by a licensed physician designated by the Board will be conducted of each candidate who has accepted a conditional offer of employment. The examiner shall prepare and submit a report of the examination to the Board who shall determine whether the applicant has passed this examination element. If the applicant fails this examination element, the applicant's name may be retained on the Lateral Entry List.

The medical exam will consist of a physical examination as prescribed by the Board and

includes a vision test and a drug screening test. The medical examiner will submit a report to the Board including his/her opinion regarding the overall health and vision of the candidate. Failure to pass the drug screening portion shall eliminate the candidate from any further consideration.

*The Board of Fire and Police Commissioners will review the results of these post-offer exams and determine whether the candidate has passed or failed.*

**Supplemental Exams:**

In the event the Board has determined that a candidate has failed either the Psychological/Psychiatric or the Medical Exam, but the candidate has been retained on the Lateral Entry List, and the candidate is offered a second conditional offer of appointment more than 60 days following the date of the first Medical Exam, or after the number of days designated by the psychologist/psychiatrist's report as being valid, the candidate will be scheduled for a second test to be made within 60 days prior to being appointed. If the candidate fails the second test, his/her name will be removed from the Lateral Entry List.

**Pre-Hiring Agreement:**

Prior to hiring, Candidates will be required to enter an agreement with the City that provides for repayment of equipping and training costs on a pro-rata basis if the employee terminates employment with the City within the first three years. A demonstration copy of this Agreement (with current estimated costs) is included in this packet. The actual costs will differ depending on changes in class and equipment/clothing costs and/or the training actually needed by the individual.



**City of Highland Park**  
 Police Officer Benefit and  
 Salary Information



Salary Schedule Effective January 1, 2023

Step	Time Period	Salary	Possibility of Transferable Credit
<b>Step 1</b>	Starting Salary	\$80,304.03	Less than 12 months of service
<b>Step 2</b>	After 6 Months	\$80,114.59	12-23 full months of service
<b>Step 3</b>	After 1 Year	\$87,111.23	24-35 full months of service
<b>Step 4</b>	After 2 Years	\$91,306.78	36-47 full months of service
<b>Step 5</b>	After 3 Years	\$95,798.08	48-59 full months of service
<b>Step 6</b>	After 4 Years	\$100,588.33	60 full months of service or more
<b>Step 7</b>	After 5 Years	\$105,617.95	
<b>Step 8</b>	After 6 Years	\$110,899.25	

Salary Schedule Effective January 1, 2024

Step	Time Period	Salary	Possibility of Transferable Credit
<b>Step 1</b>	Starting Salary	\$82,713.15	Less than 12 months of service
<b>Step 2</b>	After 6 Months	\$85,608.03	12-23 full months of service
<b>Step 3</b>	After 1 Year	\$89,724.56	24-35 full months of service
<b>Step 4</b>	After 2 Years	\$94,045.99	36-47 full months of service
<b>Step 5</b>	After 3 Years	\$98,672.02	48-59 full months of service
<b>Step 6</b>	After 4 Years	\$103,605.98	60 full months of service or more
<b>Step 7</b>	After 5 Years	\$108,786.49	
<b>Step 8</b>	After 6 Years	\$114,226.22	

**Benefits:**

- Vacation
- Sick Leave
- Paid holidays, personal days
- Hospitalization, Medical/Surgical, Dental and Vision Coverage
- Life Insurance
- Pension Program
- Longevity Pay
- Wellness Program/Employee Fitness Center
- Education/Tuition Reimbursement

**Residency Requirement:**

Within six months after successful completion of a one-year probationary period, all newly appointed police officers are required to move within the following counties:

- Lake County, Illinois
- Cook County, Illinois
- Kane County, Illinois
- DuPage County, Illinois
- McHenry County, Illinois
- Kenosha County, Wisconsin



# City of Highland Park

## JOB DESCRIPTION

### Police Officer

**Department:** Police Department

**Primary Purpose:** Performs police patrol, investigation, traffic regulation and related law enforcement activities.

**Supervision Received:** Works under the direct supervision of the Patrol Supervisor.

**Supervision Exercised:** None

**Essential Duties and Responsibilities:**

Percent of Total Time	Ranked Importance	Function
25%	1	<p>Criminal Investigation &amp; Apprehension: Handles complaints filed by citizens. Observes, detects and investigates violations of laws and ordinances. Documents details of violations. Conducts interviews and interrogations of victims, witnesses, suspects, offenders and other related persons. Conducts both preliminary and follow-up investigations. Identifies, protects, collects, processes, preserves and documents physical evidence. Searches persons, vehicles and other locations or items within the scope of law. Transports, books, cares for and escorts prisoners.</p> <p>Prepares clear, accurate and complete reports detailing any and all activities. Prepares and serves criminal complaints, arrest warrants, search warrants and other court documents. Prepares cases and self for court. Appears and provides sworn testimony for a variety of legal proceedings.</p>
20%	2	<p>Crime Prevention: Patrols assigned area, watches for criminal activity and safety hazards. Becomes and remains familiar with patrol area, geographic locations, known offenders, neighborhood routines and potential problem areas. Conducts security inspections of buildings and other locations and takes action to correct identified security issues. Investigates suspicious activities and performs field interviews when appropriate. Shares information with other officers, law enforcement agencies and city departments as needed. Educates</p>

Percent of Total Time	Ranked Importance	Function
		public in tactics to reduce victimization.
20%	3	Traffic: Actively engages in proactive self-initiated traffic and parking enforcement including DUI apprehension. Controls, regulates and directs traffic – both vehicular and pedestrian. Investigates traffic accidents which include protecting scenes, aiding injured persons, controlling traffic, clearing scenes, determining causes, taking enforcement action when required and preparing complete reports/diagrams. Participates in efforts to reduce accidents/injuries in the community.
15%	4	Miscellaneous Order Maintenance: Deals with domestic disputes and other interpersonal or business conflicts. Watches for, recognizes and takes corrective actions with regard to public hazards or quality of life issues such as; gas leaks, water main breaks, defective traffic signals, traffic obstructions and other safety hazards. Provides assistance to other emergency service providers as needed or requested. Is trained in and administers basic first aid to injured persons, including CPR. Investigates and documents lost and found property. Investigates and documents missing and found persons.  Investigates and enforces animal related ordinance violations and complaints including handling of stray and vicious animals. Directs and/or supervises others (civilian and public employees) at crime scenes, accidents, disasters and public gatherings. Provides assistance for persons in distress, victims of crimes and witnesses. Responds to and thoroughly handles all basic calls for service.
10%	5	Community Policing: Becomes and stays familiar with community issues and concerns. Interacts with community members in a manner that upholds public trust and facilitates positive two-way interaction between the police and the community. Promotes and supports the Department's mission and value statements.
5%	6	Peripheral Duties: Attend training and maintain required skills, licenses, permits and certifications associated with areas of special instruction of expertise. Train other personnel in areas of expertise and skill. Conduct background investigations. May perform desk duties including Telecommunications and/or research.

**Marginal Functions:**

Percent of Total Time	Function
5%	Performs other related duties as requested.

**Safety Functions:**

<b>Function</b>
Becomes familiar with and observes all applicable safety policies and procedures.
Immediately reports all unsafe conditions and acts to supervisor.
Reports personal accidents to supervisor.
Keeps work area clean, orderly and free of hazards.
Adheres to all safety rules and established work procedures.
Maintains appropriate physical fitness to perform essential job functions.
Follows proper lifting/ material handling procedures at all times.
Takes proper body substance isolation precautions when dealing with biological fluids.

**Work Environment:** The position involves regular and irregular shift work and shift rotations necessary to provide police services 24 hours/day, 7 days/week, 52 weeks/year (weekends and holidays included). Work shifts are normally 8 hours in duration but may be extended in the event of emergency, disaster, manpower shortage or work in progress. This position involves potential exposure to and requires the employee to function in the presence of:

- All and extreme weather conditions.
- All and extreme lighting conditions--daylight and night light, with and without artificial light available, indoors and outdoors.
- Fire, smoke, chemical leaks/spills--in close proximity as necessary to provide emergency services.
- Personal danger, including but not limited to:
  - \* armed and/or dangerous persons/animals.
  - \* persons and/or articles with contagious/communicable diseases.
  - \* persons under the influence of drugs/alcohol, suffering from mental disorders or emotional distress.
  - \* hazards associated with emergency driving, traffic control and working in and around traffic.
  - \* hazards associated with natural and man-made disasters.

**Bloodborne Pathogens:** The duties of Police Officer include the handling of evidence which may contain a risk of exposure to bloodborne pathogens, contact with persons who may have contagious/communicable diseases and providing initial emergency responder first aid care to injured persons.

**Tools and Equipment Used:** The position requires the ability to operate the following equipment:

- Motor vehicles, reasonably and safely under routine and emergency conditions, often for lengthy periods of time and in all types of weather/roadway conditions.
- Firearms, with demonstrated proficiency in the care and use of assigned/authorized weapons.
- Less than lethal weapons such as batons, Oleoresin Capsicum spray and tasers, with demonstrated proficiency in the care and use.
- Basic office equipment including a computer with Windows and Microsoft Office Suite, copier, printer, scanner, fax machine and phone.

- Personal protective equipment including, gas masks, face masks and rubber gloves.
- Writing implements and basic drawing templates, including the ability to write legible documents and produce simple diagrams.
- Specialized computer systems including, prisoner booking systems, mobile field report writing systems and property management systems.
- Basic tools and equipment necessary to perform job tasks and functions including but not limited to speed detection devices, 2-way radios, mobile data computers, in-car camera systems, first-aid equipment, digital cameras, breath testing instruments, fire extinguishers, handcuffs and other personal restraint devices, flashlights, helmets, standard police uniforms, simple tools (pry bars, hydrant wrenches, tape measures, etc.), cameras, crime scene processing equipment, evidence packaging equipment, etc.

**Physical Demands:** While performing the duties of this job, the employee is required to stand, sit, walk, talk, hear, use hands to grasp objects, operate tools and controls, reach with hands and arms, climb or balance, stoop, kneel, crouch or crawl, taste, smell and operate equipment including office machines, computers, motor vehicles, cameras, basic tools, and other equipment as needed. The employee must occasionally lift and/or move objects weighing more than 100 pounds. Specific vision abilities required for this position include excellent close vision, distant vision, color vision, peripheral vision, depth perception and the ability to adjust and focus. The employee must have the physical condition needed to:

- Effect arrests.
- Subdue resisting individuals.
- Chase fleeing suspects.
- Run to persons requiring emergency assistance.
- Lift and carry equipment and injured/deceased persons.
- Force entry into buildings.
- Climb flights of stairs/ladders.
- Walk, stand, or sit for long periods of time (including driving).
- Endure exposure to extreme weather and disease.
- Perform life-saving procedures (CPR, first aid, etc.).
- Communicate effectively, verbally and non-verbally.
- Operate required equipment.
- Perform required job tasks and functions.
- Provide assistance to citizens and co-workers in distress.

Effective audio/visual discrimination and perception needed to:

- Make observations.
- Read and write.
- Drive and operate equipment safely.
- Multi-task.

Ability needed to:



- Observe analytically and objectively, analyze situations quickly, determine and take prompt, effective action.
- Understand, interpret, and apply applicable federal and state statutes, local ordinances, court decisions, and Police Department and City rules and policies.
- Understand and respond quickly and accurately to written and oral directions, instructions, inquiries, and requests.
- Work independently and effectively.
- Initiate appropriate interpersonal and intra- and inter-agency communications.
- Act quickly, calmly, and decisively in emergencies and under stress.
- Handle situations firmly, courteously, tactfully and impartially.
- Express oneself clearly and completely.
- Record information clearly and completely.
- Facilitate effective conflict arbitration/resolution.
- Maintain confidentiality in the performance of duties.
- Assimilate, retain and effectively use geographic knowledge concerning the City and the surrounding vicinity.

Emotional and psychological stability needed to:

- Accept constructive criticism in a mature fashion.
- Effectively communicate and interact positively with fellow employees and citizens.
- Tolerate stress.
- Function effectively under stress.
- Deal effectively with the morbid, the macabre, the repugnant, the abnormal, the morose, the psychotic, the neurotic, and the otherwise unpleasant or unusual facets or results of human behavior.

**Required Minimum Qualifications:**

*The requirements listed below are representative of the knowledge, skills, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skills, and/or ability required.

**Age:** At the time of the first element of examination, applicants must be at least 21 years of age and less than 35 years of age. Applicants who are 20 years of age who have successfully completed 60 semester credit hours or more (or 90 quarter credits or more) in the study of law enforcement at a college or university accredited by a nationally recognized accrediting organization may be considered for an entry level position. Any such applicant shall not have power of arrest, nor shall he/she be permitted to carry firearms until he/she reaches 21 years of age.

**Education:** Must possess a High School Diploma or equivalent, and;

- Have successfully completed 60 semester hours credit or more (or 90 quarter credits or

- more) from a college or university accredited by a nationally recognized accrediting organization; or
- Have proof of completion of four years of continuous active duty in the United States Armed Forces.

**Certification or License:** Must be a United States citizen at the time of filing an application. Must possess a valid state of Illinois driver's license and successfully completed a Peace Officer Wellness Evaluation Report (POWER) test not more than six months immediately prior to the latest date that an application may be submitted pursuant to a notice examination.

Must be able to read and write the English language.

**Required Knowledge, Skills, and Proficiencies:** Every applicant must be of good moral character and must be physically and psychologically suitable to perform the duties of a police officer. The Board of Fire and Police Commissioners may require the submission of such evidence of character and fitness of applicants as it deems appropriate. The burden of establishing facts relating to character and fitness rests upon the applicant.

**Disclaimer:** The above statements are intended to describe the general nature and level of work being performed by the person assigned to this position. They are not intended to be an exhaustive list of responsibilities, duties and skills required. This job description does not constitute an employment agreement between the employer and the employee and is subject to change by the employer as the needs of the employer and the job requirements change.

**Salary Grade:** 66050

**Exempt Status:** Non-Exempt

**Revised:** 02/17/15

## Demo Agreement

Name of Candidate: \_\_\_\_\_

(the "Candidate")

Position: \_\_\_\_\_

Date: \_\_\_\_\_

Department: (Police) Fire

### CITY OF HIGHLAND PARK CANDIDATE REIMBURSEMENT AGREEMENT

This Candidate Reimbursement Agreement (the "*Agreement*") is entered into as of the date written above, between the City of Highland Park, Lake County, Illinois, an Illinois home rule municipal corporation (the "*City*") and the Candidate.

**IN CONSIDERATION OF** the recitals and mutual covenants and agreements set forth in this Agreement, and pursuant to the City's home rule powers, the parties agree as follows:

#### SECTION 1.      RECITALS.

**A.**      The Candidate has been selected by the City to serve the City as either a Police Officer, Fire Fighter, Police Recruit, or Fire Recruit, ("*Public Safety Officer*") and the Candidate has agreed to be employed by the City as such.

**B.**      In connection with such employment, the City will incur certain expenses in training, and providing a uniform and equipment to the Candidate.

**C.**      The Candidate acknowledges that, in the event the Candidate resigns or is terminated within the first three years of employment, the City will not have realized the value for the expenses it incurred.

D. The Candidate and the City acknowledge that the value to the City of the expenses incurred cannot be accurately amortized, but that the reimbursement schedule attached to this Agreement is a fair and accurate estimate thereof.

**SECTION 2. REIMBURSEMENT OF TRAINING EXPENSES.**

A. **City Obligations.** The City estimates that it will expend the amounts set forth on **Schedule A** to this Agreement on training activities, uniform and equipment, and other expenses (collectively, the *"Training Expenses"*). The Training Expenses are exclusive of the costs of on-the-job training, field training, and the overtime and other expenses resulting therefrom.

B. **Candidate Obligations.** In exchange for the City incurring the Training Expenses on behalf of the Candidate, the Candidate agrees to use his or her best efforts to complete the training and serve as a Public Safety Officer of the City during a continuous period of at least three years, commencing on the date of appointment of the Candidate to the City Police Department or to the City Fire Department (the *"Three Year Term"*).

C. **Reimbursement Schedule.** In the event the Candidate resigns or is terminated at any time prior to the end of the Three Year Term, the Candidate shall, and does hereby agree to, reimburse the City for the Training Expenses immediately upon such resignation or termination in accordance with the reimbursement terms set forth on **Schedule B** to this Agreement.

D. **Exceptions to Reimbursement.** The Candidate's obligations for the reimbursement of Training Expenses shall be excused under the following circumstances:

1. **Military Service.**

a. The Candidate is required to perform military service for

a period of less than one year, immediately after which the Candidate returns to his or her position as a Public Safety Officer with the City and completes the Three Year Term exclusive of military service; or

**b.** The Candidate is required to perform military service for a period in excess of one year, whether or not the Candidate returns to his or her position as a Public Safety Officer with the City.

**2. Physical or Mental Impairment.** The Candidate becomes physically or mentally disabled within the Three Year Term and such disability is approved by the City Police Pension Board or the City Fire Pension Board, whichever is appropriate.

**3. Termination.** The Candidate is terminated by the City during the Three Year Term and the City Manager determines that: (a) such termination was not the result of a deliberate act or omission on the part of the Candidate; and (b) the conduct resulting in such termination did not constitute dereliction of duty or gross violation of the City Police or Fire Department regulations.

**SECTION 3. GENERAL PROVISIONS.**

**A. Enforcement.** Upon the demand of the City, the Candidate shall immediately reimburse the City for the Training Expenses incurred. If the Candidate does not immediately pay upon such demand, then the City may, in law or in equity, by suit, action, mandamus or any other proceeding, including, but not limited to, specific performance, enforce or compel the performance of this Agreement. In the event the City prevails at a judicial proceeding brought by the

City against the Candidate, the City shall be entitled to reimbursement from the Candidate of all costs and expenses, including reasonable attorneys' fees, incurred in connection with such judicial proceeding.

**B. Voluntary Act.** The Candidate represents and states that he or she has carefully read this Agreement, understands the contents thereof, and signs the same of his or her own free will, act, and deed. The Candidate further represents and states that he or she has obtained, or has had the opportunity to obtain, legal advice from his or her attorney in connection with this Agreement prior to executing the same.

**C. Not an Employment Agreement.** This Agreement is not intended, and shall not be deemed or interpreted by either party, to be a contract for employment. Rather, this Agreement is intended to designate the rights and responsibilities of the parties with respect to the Training Expenses arising out of the Candidate's employment by the City as a Public Safety Officer. This Agreement shall have no effect upon the right of the City to terminate the Candidate's employment for any reason whatsoever in accordance with City regulations.

**D. Schedules.** Schedules A and B attached to this Agreement are, by this reference, incorporated in and made a part of this Agreement. In the event of a conflict between a Schedule and the text of this Agreement, the Schedule shall control.

**E. Severability.** If any provision of this Agreement is construed or held to be void, invalid, illegal, or unenforceable in any respect, the remaining part of that provision and the remaining provisions of this Agreement shall not be affected, impaired, or invalidated thereby, but shall remain in full force and effect. The unenforceability of any provision of this Agreement shall not affect the enforceability of that provision in any other situation.

**F. Amendment.** No amendment or modification to this Agreement shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed by both

the City and the Candidate.

IN WITNESS WHEREOF, the City and Candidate have entered into this Agreement all as of the date first above written.

CITY OF HIGHLAND PARK

By: \_\_\_\_\_

City Manager

CANDIDATE

By: \_\_\_\_\_

SCHEDULE A

TRAINING EXPENSES

<u>Training Expense</u>	<u>Cost</u>
1. Uniform and Equipment	\$ <u>4,229.72*</u>

2. Training Activities

Total Training Expenses: \$ 4, 229.72\*

**\*Entered costs are estimates – some candidates may not need all indicated training, actual costs will be determined and entered into the Agreement prior to hiring.**



## SCHEDULE B

### Candidate Reimbursement Schedule

1. **First Year.** If the Candidate resigns or is terminated within the first 12 months of the Three Year Term, then the Candidate shall reimburse the City one hundred percent (100%) of the actual Training Expenses.
  
2. **Second Year.** If the Candidate resigns or is terminated within months 13 through 24 of the Three Year Term, then the Candidate shall reimburse the City seventy-five percent (75%) of the actual Training Expenses.
  
3. **Third Year.** If the Candidate resigns or is terminated within months 25 through 36 of the Three Year Term, then the Candidate shall reimburse the City twenty-five percent (25%) of the Training Expenses.