

**ADDISON FIRE PROTECTION DISTRICT #1
RESOLUTION NO. 2019-04**

**A RESOLUTION AUTHORIZING AN EDUCATION REIMBURSEMENT
AGREEMENT BETWEEN DEPUTY CHIEF ERIK KRAMER
AND THE ADDISON FIRE PROTECTION DISTRICT**

WHEREAS, the District and Deputy Chief Erik Kramer desire to enter into a mutually binding and mutually beneficial Agreement by which Deputy Chief Erik Kramer agrees to reimburse the District for educational expenses received should he leave his employment with the District within four years of starting his degree; and

WHEREAS, the District's current policy does not provide for educational reimbursement for advanced degrees, the District would be benefited by Deputy Chief Erik Kramer receiving an advanced educational degree in fire service administration; and Homeland Security

WHEREAS, the District acknowledges that employees ranked below the Chief Officer position receive annual payment incentives for educational degrees.

NOW, THEREFORE, Be it resolved by the Board of Trustees of the Addison Fire Protection District, DuPage County, Illinois, as follows:

Section 1. The District agrees to pay one-hundred percent (100%) of Deputy Chief Erik Kramer's tuition to Southern Illinois University for a Master's degree in Fire Service Administration, which is anticipated to be completed within 18 months in accordance with the agreement attached hereto as Exhibit A. The President and Secretary of the Board are hereby authorized and directed to execute the Agreement on behalf of the District.

Section 2. The District agrees to pay in advance for all tuition, books and fees for this Master's Degree in Fire Service Administration. Deputy Chief Erik Kramer must successfully complete his coursework, any classes not successfully completed with a passing score of "C" or better shall have all costs for the class reimbursed back to the District by Deputy Chief Erik Kramer.

Section 3. Deputy Chief Erik Kramer will not take time off from any scheduled work obligation to attend classes unless approved by the Fire Chief.

Section 4. Deputy Chief Erik Kramer agrees to remain continuously employed by the District for a minimum of four (4) years from the end of the Master's Degree studies.

Section 5. Deputy Chief Erik Kramer acknowledges that should he voluntarily leave his employment with the District within four (4) years, after the end of the Master's Degree, he shall be individually and personally responsible for repayment of tuition expenses to the District calculated at a pro rata rate declining at a rate of twenty five percent (25%) per each 12 months of continued employment following the start of this Master's degree.

Section 6: This Resolution shall be in full force and effect upon its passage and approval as required by law.

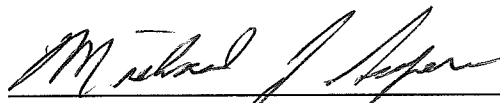
ADOPTED this 7th day of August 2019, by the following roll call vote:

AYES: 2

NAYS: 0

ABSENT: 1





President, Board of Trustees

ATTEST:



Addison Fire Protection District
Secretary, Board of Trustees

STATE OF ILLINOIS)
)
COUNTY OF DUPAGE) SS

SECRETARY'S CERTIFICATE

I, Charles Baxa, the duly qualified and acting Secretary of the Board of Trustees of the Addison Fire Protection District, DuPage County, Illinois, do hereby certify that attached hereto is a true and correct copy of a Resolution entitled:

RESOLUTION NO. 2019-04

**A RESOLUTION AUTHORIZING AN EDUCATION
REIMBURSEMENT AGREEMENT BETWEEN DEPUTY CHIEF ERIK
KRAMER AND THE ADDISON FIRE PROTECTION DISTRICT**

which Resolution was duly adopted by said Board of Trustees at a regular meeting held on the 7th day of August, 2019. I do further certify that a quorum of said Board of Trustees was present at said meeting, and that the Board of Trustees complied with all the requirements of the Illinois Open Meetings Act.

IN WITNESS WHEREOF, I have hereunto set my hand this 7th day of August 2019.





Secretary, Board of Trustees

EDUCATION REIMBURSEMENT AGREEMENT

This Agreement is made and entered to on the date indicated below, by and between the Addison Fire Protection District (hereinafter referred to as the "District") and Deputy Chief Erik Kramer (hereinafter referred to as "Deputy Chief Erik Kramer") sometimes referred collectively to as the "Parties."

WITNESSETH

WHEREAS, the District and Deputy Chief Erik Kramer desire to enter into a mutually binding and mutually beneficial Agreement by which Deputy Chief Erik Kramer agrees to reimburse the District for educational expenses received should he leave his employment with the District within the next four years; and

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration each to the other made, the sufficiency of which is acknowledged by the signatures hereto, the District and Deputy Chief Erik Kramer agree as follows:

Section 1. The District agrees to pay one-hundred percent (100%) in advance for each semester the costs for tuition, books and for Deputy Chief Erik Kramer's tuition to Southern Illinois University for a Master's Degree in Fire Service Administration to be completed during the next 18 months. Deputy Chief Erik Kramer must successfully complete his coursework, any classes not successfully completed with a passing score of "C" or better shall have all costs incurred for the class reimbursed back to the District by Deputy Chief Erik Kramer.

Section 2. Deputy Chief Erik Kramer acknowledges that he must successfully complete his coursework for entitlement to payment. Following each class or term Deputy Chief Erik Kramer will submit proof of successful completion with a grade of "C" or better of any class which is part of the required program.

Section 3. Deputy Chief Erik Kramer agrees that he will not take time off from any scheduled work obligation to attend classes unless approved by the Fire Chief.

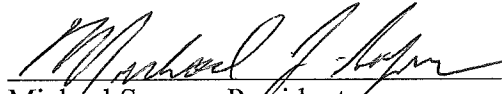
Section 4. Deputy Chief Erik Kramer agrees to remain continuously employed by the District for a minimum of four (4) years immediately following his receipt of a Master's degree.

Section 5. Deputy Chief Erik Kramer acknowledges that should he leave his employment with the District within five (4) years after receipt of this Master's degree, he shall be individually and personally responsible for repayment of tuition expenses to the District calculated at a pro rata rate declining at a rate of twenty percent (25%) per each 12 month period following conferral of his MBA.

Section 6. The Parties acknowledge that this Agreement is a contract enforceable under the terms of Illinois law. Deputy Chief Erik Kramer acknowledges this Agreement is a binding legal obligation and that he is voluntarily and freely signing this agreement with knowledge of the obligation it creates.

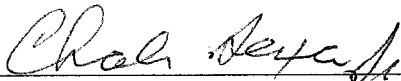


Erik Kramer – Deputy Fire Chief
Addison Fire Protection District #1



Michael Super – President
Addison Fire Protection District #1

Attest:



Charles Baxa, Jr. – Secretary
Addison Fire Protection District #1

