



# Kendall County

## Office of the Sheriff

Dwight A. Baird, Sheriff  
1102 Cornell Lane Yorkville Illinois 60560  
Phone: 630-553-7500 Fax: 630-553-1972  
www.co.kendall.il.us/sheriff



### MERIT COMMISSION AGENDA

Location: Public Safety Center, 2<sup>nd</sup> floor Conference Room  
January 8, 2016  
3:30pm

1. Call to order
2. Roll Call/ determination of quorum
3. Approval of the agenda
4. Approval of the October 15, 2015 minutes
5. Public Comment
6. Items of Business
  - a. Stanard & Associates Contract Approval
  - b. Finalize Merit Commission Rules
  - c. Meeting date and time
  - d. Sheriffs' Update
7. Next meeting date
8. Adjourn

**Minutes of the Kendall County Sheriff's Office Merit Commission Meeting**  
**Held Thursday, October, 15, 2015**  
**5pm**

Present were Bryon Abramowitz, Shawn Flaherty, Jack Westphall, Amy Cesish. Also present were Scott Koster, Tracy Page and Michael Anderson from Stanard & Associates

The meeting was called to order at 5:00p.m. and a roll call was taken of the members. Present were Bryan Abramowitz, Jack Westphall, Amy Cesich and Shawn Flaherty. Four members present created the necessary quorum for voting purposes.

Abramowitz presented the agenda, motion was made by Westphall to approve the agenda, second by Flaherty, all in favor, motion approved.

Abramowitz presented the minutes from September 10, 2015, motion was made by Cesich to approve minutes, second by Westphall, all in favor, motion approved

Abramowitz called for public comment. There was no public present to comment. It was noted by Abramowitz that the doors were open for the public. Since no public was present Koster took the opportunity to express Sheriff's Baird's sadness of not being able to attend, there was a finance meeting at the same time which he was at.

Items of Business:

Michael Anderson, Senior Consultant of Stanard & Associates to talk about Stanard & Associates (S&A) host the Sheriff's Office Deputy Sheriff and Corrections Officer application process. S&A prepares the online application packet using existing Kendall County or S&A application forms and provides documents to Kendall County for review. Anderson reviewed the letter sent to Sheriff Baird dated September 10, 2015. Stanard takes over the application process and collects all the documents, they also administer the testing. The fee for this service is \$45 to be paid by the candidate directly to Stanard & Associates. Other agencies that have used this include Grundy County, Lockport, Yorkville, Coal City, Joliet to name a few. Abramowitz posed the question is there is a minimum number of applicants, the answer is no. Abramowitz asked if there were any setup fees, the answer is no. The only cost is the \$45 paid by the applicant, unless an applicant claimed hardship then the county is given the opportunity to pay it for the applicant if they so choose. Abramowitz asked if there was presumption of liability regarding protected personal identification and credit card use and fraud and that would be the only concern. The contract will be requested and will be sent to the States Attorney's Office for advisement. Motion to move forward with Stanard and Associates pending SA's Office review was made by Westphall, second by Flaherty, all in favor, motion approved.

Corrections Sergeant Interviews Page mentioned that the interviews will be conducted on October 28, 2015. Three outside members will be conducting the interviews; no members of the merit commission are able to attend the interviews.

Promotional Interview Data was reviewed to see if it is worth interviewing all candidates on the list for promotion and reviewed the differences if there was a cutoff point, this was only for information. Also discussed was the length of the promotional list, currently the list is valid for 12 months, discussion was made about extending the length of the promotional list. This provision has been added to the draft merit commission rules. No action was needed

Historical data was given regarding the Merit Commission rules, topics of how testing, interviews, background checks were given. This was given to the commission to give them an overview of how things have been done and for the revisions of the merit commission rules. No action was needed

There is a need for more entry level interviews, a motion was made to by Westphall to proceed with entry level interviews and backgrounds and seconded by Westphall. All in favor, motion approved. It was stated that Members of the Commission would be interested in participating in the interviews if scheduling allows.

Review of the second draft of the merit commission rules was tabled for further review by the members and to have the opportunity to discuss the rules with Sheriff Baird. No action needed, will be placed on the agenda for next meeting.

Next meeting date is December 10, 2015 at 5pm

Motion to adjourn by Westphall second by Cesich, all in favor motion passes

Meeting adjourned 6:24pm

Respectfully submitted,

Tracy Page  
Recording Secretary



Exhibit 2

September 10, 2015

Sheriff Dwight Baird  
Kendall County Sheriff's Department  
1102 Cornell Lane  
Yorkville, Illinois 60560

Sent via email: [dbaird@co.kendall.il.us](mailto:dbaird@co.kendall.il.us)

Dear Sheriff Baird,

Below is the methodology and costs for Stanard & Associates, Inc. to host your Deputy Sheriff and Corrections Officer application processes.

1. Stanard & Associates, Inc. (S&A) prepares the online application packet (using existing Kendall County or S&A application forms) and provides documents to Kendall County for review.
2. Kendall County provides feedback to S&A on minimum hiring requirements, application documents, etc. and S&A revises documents accordingly.
3. Stanard & Associates, Inc. creates a landing page on its website to host the Kendall County Deputy Sheriff or Corrections Officer application. Kendall County includes the dedicated S&A website landing page information in all advertisements for the Deputy Sheriff or Corrections Officer process, and on Kendall County's website, instructing candidates to visit [www.applytoserve.com](http://www.applytoserve.com) to purchase an application.
4. S&A accepts applications on behalf of Kendall County through the application deadline date. (S&A will provide a Job Applicant Help Desk email address for candidates to email S&A with any questions on the application process. S&A will respond to candidate's emails during normal business hours (Monday-Friday 8:30 a.m. to 5:00 p.m.).
5. S&A will review all applications, including submission of all required documents. S&A will prepare a digital PDF file of each candidate's application packet for Kendall County.
6. Once the application deadline has passed, S&A will schedule a meeting with Kendall County to review all applications. S&A will provide a list of candidates who have submitted required documentation as well as those candidates who have incomplete applications. As a group, we will review all incomplete applications. Ultimately, we will defer to Kendall County on those candidates who are ineligible to move on in the testing process.



7. After the application deadline has passed, S&A will send an e-mail to all individuals letting them know their status in the process. Individuals who have successfully submitted their application will receive instructions on attending any mandatory orientation, and the written examination. Those individuals that have submitted incomplete or late applications, or do not submit their application, will also receive an e-mail letting them know they are no longer eligible to proceed in the testing process.
8. Prior to any mandatory orientation, S&A will turn over all submitted application documents on a USB flash drive to Kendall County for their records. S&A will also prepare a list of candidate names to assist Kendall County with check in at the orientation, written test, etc.

The fee for this service is \$45.00 to be paid by the candidate directly to Stanard & Associates, Inc. However, for any candidates granted a fee waiver by Kendall County, S&A will invoice Kendall County for those waived fees. This \$45.00 fee covers S&A hosting the application process as stated above, the written exam booklets, and S&A administering and scoring the written exams. S&A will not invoice Kendall County for any travel related fees for the two scheduled meetings with Kendall County or for the written test administration.

General terms:

Any additional consulting (responding to candidate grievances, litigation support, expert witness testimony, depositions, attend special meetings, etc.) will be billed at our current hourly rates.

S&A does not anticipate any shipping and handling costs with this method, but if incurred, Kendall County would be invoiced for those actual costs.

Thanks again for your time and consideration. We look forward to working with you again. If you have any questions on the application process, please do not hesitate to contact me at 1- 800-367-6919 or via e-mail at [mike.anderson@stanard.com](mailto:mike.anderson@stanard.com)

Best Regards,  
Michael J. Anderson  
Senior Consultant  
Public Safety Sales



## SERVICES AGREEMENT

This contract is entered into by and between Stanard & Associates, Inc. ("Stanard") and Kendall County Sheriff's Merit Commission (the "Client").

### 1. Scope of Services.

(a) Professional Services. During the Term of this Agreement, Stanard agrees to provide to Client with the Services identified in the attached Exhibit 1 (also referred to herein as the "Services"), for the fees set forth in the attached Exhibit 2, on the terms and conditions set forth in this Agreement.

(b) Client Records. Stanard & Associates, Inc. will remit to the Client all applications, exam scores and client application documents, records and materials related to the application process for recordkeeping, although Standard will not be required to provide any proprietary test content/test materials as part of these records.

(c) Additional Support. Stanard will provide validation information and studies and litigation support related to the exams provided under this Agreement. Any additional consulting or litigation support will be billed at applicable hourly rates under separate terms.

(d) Services are Not Legal Advice. Standard provides Clients with professional testing services and information on the hiring process. The services provided under this Agreement do not encompass legal advice and are not intended to entail legal advice to Clients regarding application of Stanard's service under specific conditions. Clients are solely responsible for their compliance with the law in every specific instance.

### 2. Client Responsibilities.

(a) Cooperation and Assistance. Upon Stanard's reasonable request, Client will dedicate necessary resources and designate and make reasonably available a contact for consultation and cooperation to the extent necessary in order to facilitate Stanard's performance of the Services. Stanard's performance of its obligations hereunder shall be excused to the extent its performance is adversely impacted by such failure or delay; but Client will nonetheless remain obligated, subject to the terms of this Agreement, to pay Stanard as though they had been fully performed during such period.

(b) Client to Set Standards for Recruitment. In order to facilitate performance of the Services under this Agreement, Client shall provide Stanard with the eligibility requirements for the positions and shall inform Stanard & Associates of any requirements provided under rules, policies, contracts or other provisions by which Client is bound that apply to the recruitment or testing process.

(c) Client to Establish Fees and Processes. Client is solely responsible for determining and setting an application or examination fee, if applicable, and for determining the application processes. Client also shall have sole responsibility to determine if and when a fee waiver will be granted for candidates with financial hardship. Stanard and the Client will determine a mutually agreeable time and date for each stage of the application process.

**3. Payments.**

(a) Fees. Fees as set forth in Exhibit 2 will be invoiced to Client on a monthly basis in advance and are due and payable by Client thirty (30) days from the date of Client's receipt of an invoice that is not the subject of a good faith dispute. In the event Client disputes an invoice in good faith, Client shall pay the undisputed portion, if any, by the due date of such invoice.

(b) Expenses. Unless otherwise set forth in Exhibit 2, Client will also reimburse Stanard for actual and reasonable travel and living expenses incurred in providing Client with the Services under this Agreement, with reimbursement to be on an as-incurred basis. Expenses will be invoiced to Client on a monthly basis in arrears and are due and payable by Client thirty (30) days from the date of the invoice.

**4. Insurance and Indemnification.** (a) Insurance. Stanard shall purchase and maintain at all times during the term of this Contract professional liability insurance with coverage limits of no less than two million dollars (\$2,000,000.00) per occurrence and four million dollars (\$4,000,000.00) in the aggregate.

(b) Indemnification. Subject to applicable law, Client will defend, indemnify, hold Stanard, its agents and employees, officers and directors harmless from and against any loss, cost and expenses (including settlement and fees) incurred by Stanard from any third party claim arising out of or related to eligibility requirements, qualifications, establishment of the hiring process, determination and collection of application or examination fees, interviews, evaluation, pre-employment and employment decisions, and all other aspects of the Client's hiring and employment functions related to the Services, except such claims arising out of Stanard's sole negligence or willful misconduct in providing services under this Agreement. This obligation will survive termination or expiration of this Agreement for any reason.

**5. Independent Contractor.** It is understood and agreed that Client and each employee, on the one hand, and Stanard and each Stanard employee, on the other hand, are acting as independent contractors in performance of its obligations hereunder. Nothing herein contained shall be construed as creating the relationship of principal and agent, or employer and employee, or partnership or joint venture between Stanard and Client, or between a party and any employee of the other party. Both parties acknowledge that Stanard is not an employee for state or federal tax purposes or for any other purpose.

KENDALL COUNTY SHERIFF'S  
MERIT COMMISSION

STANARD & ASSOCIATES, INC.

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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



## Exhibit 1

### Scope of Services

The services Stanard & Associates, Inc. provide in administering the application process to the extent authorized by applicable laws are set forth below. In all regards, the Client retains sole and final authority to make decisions regarding the application process and selection of candidates for employment for Deputy Sheriff and Corrections Officer.

#### 1. Application

Client will notify Stanard of applicable Merit Commission requirements and procedures.

Stanard will prepare the application packet.

Client will review the application packet.

Stanard prepares final application packet per Client's direction.

Stanard creates a landing page on its website to host application.

Client directs applicants to Stanard website landing page, [ApplytoServe.com](http://ApplytoServe.com) including through published notices and on Client's website, informing candidates of process for obtaining an application.

Stanard collects fees established by Client pursuant to one or more of the following as applicable: 55 ILCS 5/3-8010 of the Illinois Counties Code; 65 ILCS 5/10-1-9 of the Illinois Municipal Code, Civil Service in Cities; 65 ILCS 5/10-1-7.1(c) of the Illinois Municipal Code, Board of Fire and Police Commissioners Act; or pursuant to Client's authority under Article VII of the Illinois Constitution.

Stanard will screen applications broadly to determine if the application was timely filed and is complete per Client's requirements and will prepare a file on each candidate application packet reflecting all information received.

Client will identify those individuals eligible to participate in the respective testing process.

Stanard will communicate with all individuals eligible to participate in the testing process and will include directions per Client regarding attendance at any mandatory orientation and written examinations.

Stanard will communicate to ineligible candidates that Client has determined the individuals are no longer eligible to proceed in the testing process.

## 2. Written Examination

Client will use The National Police Officer Selection Test (POST) for the position of Deputy Sheriff. Stanard will administer and score the POST and provide the results to Client.

Client will use The National Corrections Officer Test (NCST) for the position of Corrections Officer. Stanard will administer and score the NCST and provide results to client.

Client will arrange the date, time and place of the written examinations.

Stanard will publicized the examination dates, time and place to candidates determined by Client to be eligible to participate in the written examinations

RULES, REGULATIONS AND PROCEDURES  
OF THE  
KENDALL COUNTY SHERIFF'S OFFICE  
MERIT COMMISSION

Pursuant to its responsibility for the administration and operation of a merit system for all Deputy Sheriff's of the Kendall County Sheriff's Office, as authorized under the Sheriff's Merit Commission Act, and the Illinois Compiled Statutes Chapter 55 ILCS 5/3-8001 et. seq., the Merit Commission of the Kendall County Sheriff's Office (hereafter, "the Commission") adopts the following Rules, Regulations and Procedures.

These adopted Rules, Regulations and Procedures supersede all other Rules, Regulations and Procedures previously adopted by the Commission.

**ARTICLE 1  
ADMINISTRATION**

- A. MEMBERSHIP:** The Commission shall be composed of five members appointed by the Sheriff and approved by the Kendall County Board. Members of the Commission shall serve for six years upon their appointment. No more than three members shall be affiliated with the same political party.
  
- B. ORGANIZATION OF THE COMMISSION:** The officers of the Merit Commission shall be: Chairman, Vice-Chairman and Secretary. All officers shall be elected by a simple majority vote of the Commission. The term of office shall be two years or until the term of office as a member of the Commission shall expire, whichever period is shorter. The Chairman shall preside at all meetings and shall perform all duties required by these Rules, Regulations and Procedures. The Vice-Chairman shall preside at meetings in the absence of the Chairman. The Secretary shall keep the minutes and records of the Commission.
  
- C. OFFICE AND STAFF:** The Commission shall maintain an office in Yorkville, Illinois, where its staff, assistants, and clerks shall function and where its files and records shall be maintained.
  
- D. MEETINGS:** Regular meetings of the Commission shall be held quarterly unless no business or activity exists for consideration during any given quarter. Other meetings may be called, as necessary, by the Chairman. The Chairman shall also call other meetings upon the request of three members of the Commission, or at the request of the Sheriff and at least two members of the Commission. All meetings shall be conducted in compliance with the provisions of the Illinois Open Meetings Act (5 ILCS 120/1 et. seq.).

**E. QUORUM:** Attendance of at least three members of the Commission at meetings shall constitute a quorum. When considering changes or amendments to the Commission's Rules, Regulations and Procedures at least four members must be present to take action on any change or amendment.

1. Members of the Commission may attend meetings by video or audio conference subject to the following conditions:
  - a. A quorum of the members of the Commission must be physically present at the meeting location.
  - b. The member requesting to attend by video or audio conference must be unable to physically attend the meeting because of: (1) personal illness or disability, (2) employment purposes or business of the Commission or (3) a family or other personal emergency.
  - c. The member requesting to attend by video or audio conference must notify the recording secretary before the meeting, if practical.
  - d. A majority of the members of the Commission must approve the member's request to attend by video or audio conference.
  - e. Equipment must be available that will permit the member to participate in the meeting so that the member can hear and/or see the other members of the Commission and the other members of the Commission can hear and/or see the member attending by video or audio conference.
2. If a member of the Board attends a meeting by video or audio conference in accordance with these rules, the minutes of that meeting shall reflect that the member was present via video or audio conference.
3. Members attending by video or audio conference shall be permitted to participate in the meeting as if they were physically present to the extent permitted by the equipment used including the right to vote on any matters that come before the Commission.
4. Members attending by video or audio conference shall not be eligible for any per diem or stipend that would otherwise be authorized for members physically present at the meeting.

**F. VOTING:** On all matters brought before the Commission, the concurrence of at least three members of the Commission shall be necessary for a decision, and the action of such a majority shall be considered the act of the Commission. For changes to the Commission's Rules, Regulations and Procedures, all Commissioners must have received notice of

proposed changes and the date of the meeting that such changes will be considered for action. At least four members must be present to act on proposed changes.

**G. MINUTES AND RECORDS:** The Commission shall:

1. Maintain such personnel records and files as are necessary to execute its responsibilities. These records and files shall be confidential except that the Sheriff (or his designees) may examine such files at any time, and any member of the Sheriff's Office shall be permitted on request to examine their personal graded written examination. The Commission shall comply with the provisions of the Illinois Personnel Record Review Act (820 ILCS 40/1 et. seq.).
2. Keep and maintain the minutes of all meetings. Commission agendas and meeting minutes shall be posted on the Kendall County government website.
3. Keep and maintain all other records and files necessary for the proper administration and operation of the Commission's business.
4. All Commission minutes and records shall be maintained in compliance with the Illinois Open Meetings Act (5 ILCS 120/1 et. seq.) and shall be disposed only pursuant to the provisions of the Illinois Local Records Act (50 ILCS 205 et. seq.).

**H. CHANGES IN RULES, REGULATIONS AND PROCEDURES:** No change in the Commission's Rules, Regulations and Procedures shall be made until the Sheriff has been notified of the proposed changes in writing and has been afforded an opportunity to formally comment on the proposed changes, and the requirements in Section F of this Article have been met. The Commission shall report adopted changes to the County Board.

**I. ETHICS: Members of the Commission shall be subject to the provisions of the Kendall County Ethics Ordinance (Ordinance number 12-18).**

## ARTICLE II RANK STRUCTURE

- A. RANK:** For the purpose of the administration and operation of the merit system of the Kendall County Sheriff's Office, the ranks in the Sheriff's Office as denoted by the Sheriff of Kendall County are:

Deputy Sheriff-Corrections  
Deputy Sheriff- Police Officer  
Sergeant - Corrections  
Sergeant – Police Officer

- B. POSITION:** Persons meeting the requirements of the qualifications and procedures stated in these Rules and Regulations can attain certification of tenure in these ranks.
- C. EXEMPTION OF CERTAIN POSITIONS:** Personal assistants of the Sheriff shall be exempt from the Rules and Regulations of this Commission. Personal assistants of the Sheriff shall be defined as "Chief Deputy", "Undersheriff", "Administrative Assistant", "Jail Administrator" and any and all other equivalent positions consistent with the intent of the sheriff's merit system law, regardless of the title which is assigned by the Sheriff, and shall include, without limitation, the following titles: "Corrections Commander", "Corrections Deputy Commander", "Operations Commander" and "Operations Deputy Commander". While personal assistants of the sheriff shall be at will positions, any employee who is under the jurisdiction of the Commission at the time of his or her appointment as a personal assistant of the sheriff shall, upon termination of such appointment, be returned to the last highest merited rank achieved by the employee immediately prior to accepting the appointment as a personal assistant, at which time the employee shall be subject to the sheriff's merit system law and the jurisdiction of the Commission.
1. Time spent in the position of Sheriff or personal assistant to the sheriff shall count toward seniority provided the Sheriff or personal assistant to the sheriff came from a tenured position within the merit system.



**ARTICLE III**  
**APPOINTMENT TO THE SHERIFF'S OFFICE**

**A. ENTRY INTO MERIT SYSTEM:** The rank of Deputy Sheriff is the sole point of entry into the Sheriff's merit system.

**B. APPOINTMENT TO THE SHERIFF'S OFFICE:** Applicants for certification for appointment to the Sheriff's Office as a Deputy Sheriff, in addition to meeting all standards prescribed by the Illinois Compiled Statutes, must;

1. Be no younger than 21 years of age.
2. Be a high school graduate, or have a certification of equivalency.
3. Possess a valid Illinois Drivers License at the time of application.
4. Must be a citizen of the United States, or an alien admitted for permanent residence or lawfully admitted for temporary residence who produces evidence of intention to become a citizen of the United States.
5. Successfully complete all examinations, physical, written and oral, as prescribed by the Commission.
6. Meet such mental, medical and physical standards as prescribed by the Commission.
7. Subsequent to successful completion of all examinations prescribed by the Commission, must be judged acceptable to the Sheriff following an investigation of background, reputation and character.
8. Be appointed from the certified list of qualified applicants by the Sheriff when a vacancy or vacancies exist.
9. Any qualified applicant who declines to accept an appointment will be replaced for said appointment by another qualified applicant. A refusal to accept an appointment may constitute grounds for removal from the list of certified applicants.

**C. TESTING PROCEDURES**

1. Types of Examinations: applicants may be required to submit to the following

examinations including, but not limited to:

- a. Orientation
- b. Physical Agility
- c. Written Test
- d. Oral Interview

2. **Scoring of Examinations:** Applicants must pass all phases of the examinations independently. Scoring standards shall be set by the Commission. Failure to meet minimum passing requirements on any eliminates the applicant from further consideration in that testing cycle.
3. **Ranking of Scores:** Each applicant who has successfully advanced in the testing process by meeting at least the minimum passing requirements on all phases of examinations as prescribed by the Commission will receive a final numeric score calculated by using scores achieved on the written examination and the oral interview. All final scores are based on a maximum of 100%.
4. **Quorum for Testing Procedures:** A quorum of the Commission is required for conducting all oral interview examinations. The Commission reserves the right to assign or delegate any portion of other required examinations to the Sheriff and/or his designee(s) including those instances where a quorum of the Commission is not possible.

**D. OTHER CONSIDERATIONS BY THE COMMISSION:** In considering applicants, the Commission:

1. May give preference to persons who have honorably served in the military or naval services of the United States.
2. Is authorized to waive one or more of the requirements set forth herein for applicants who have served with another Sheriff's Office, police department or any other law enforcement agency, and who are certified as a Law Enforcement or Corrections Officer by the Illinois Law Enforcement Training and Standards Board.

**E. RIGHT OF REFUSAL:** The Commission may refuse to examine an applicant or, after examination to certify him as eligible if applicant:

1. Is found lacking in any of the established preliminary requirements for the position for which he or she applies.
2. Illegally, or to excess, uses controlled substances, cannabis or alcoholic beverages.

3. Has been convicted of a felony or any misdemeanor involving moral turpitude, or convicted of any offenses listed in the Illinois Police Training Act (50 ILCS 705/6(e))
4. Has been dismissed from any previous employment for good cause.
5. Has attempted to practice any deception or fraud in his or her application.
6. Whose character and employment references are unsatisfactory.
7. For other good and sufficient cause.

**F. APPOINTMENT PROCEDURE:** The responsibilities of the Merit Commission include:

1. Preparing and posting in a prominent location in the Public Safety Center a list of all qualified applicants at the completion of each entry screening process. The name of each qualified applicant shall remain on the posted list for a period of eighteen months.
2. Notifying all qualified applicants of their acceptance, and that they are being placed on the certified list of qualified applicants.
3. Nothing in these Rules shall diminish the authority of the Commission to certify for appointment or promote individuals who possess prior law enforcement experience as authorized in 55 ILCS 5/3-8010 or 5/3-8011.
4. The Sheriff shall appoint individuals from the certified list provided by the Commission. Prior to appointment, the Sheriff may conduct a background investigation, psychological and medical testing that may disqualify candidates from appointment. The Sheriff shall notify the Commission in writing when a candidate is so disqualified. A candidate who is so disqualified may appeal to the Commission, in writing, within thirty days of having received notice of disqualification.

**G. PROBATIONARY PERIOD:** All qualified applicants appointed by the Sheriff must successfully complete a probationary period. The length of the probationary period shall be as stipulated in the collective bargaining agreement that governs the position appointed. If no collective bargaining agreement exists for the appointed position, the probationary period shall be twelve months. During this probationary period these persons are subject to removal by the Sheriff as at-will employees. The Commission shall be notified by the Sheriff in writing whenever an individual is discharged during that individual's probationary period.

**H. CERTIFICATION OF TENURE:** After successfully completing the entire probationary period, the Commission shall certify the individual as being tenured as a Deputy Sheriff.

## **ARTICLE IV PROMOTION**

**A. PROMOTION:** To be eligible for promotion to the following ranks, an individual must have served continuously with the Kendall County Sheriff's Office for the minimum time period indicated for the particular rank sought, prior to taking the competitive examinations for that rank:

Sergeant – Corrections: Three years service as Deputy Sheriff – Corrections  
Sergeant – Police Officer: Three Years service as Deputy Sheriff – Police Officer

1. In addition to the minimum standards denoted above, a candidate for promotion must:
  - a. File a formal application with the Commission
  - b. Successfully complete and pass any written and/or oral promotional examinations for said rank as prescribed by the Commission
  - c. Be adjudged by the Commission to be eligible for promotion and placed upon a list of persons certified as eligible for promotion.
  - d. Not be under suspension.
  - e. Not be on a leave of absence, except for military service.
  
2. All certified lists for promotions shall be valid for two years, or until the list is exhausted, whichever time period is shorter. If the list is no longer valid, the Commission will establish a new list when there is a need as determined by the Sheriff.
  
3. Whenever the Sheriff desires to fill a vacant rank under the jurisdiction and rules of merit system, the person selected shall be taken from the list of persons certified for promotion in accordance with Article IV of these Rules, Regulations and Procedures. If the Sheriff rejects all persons so certified, the Sheriff shall state the reason for such refusal in writing to the Commission.

**B. PROBATIONARY PERIOD:** All qualified applicants appointed by the Sheriff must successfully complete a probationary period. The length of the probationary period shall be as stipulated in the collective bargaining agreement that governs the rank/position appointed. If no collective bargaining agreement exists for the appointed rank/position, the probationary period shall be six months. During this probationary period the promoted individual shall be subject to be returned to the individual's previously held tenured rank if, in the opinion of the Sheriff, the individual has failed to demonstrated the ability perform satisfactorily in the promoted rank.

The Commission shall be notified by the Sheriff in writing whenever an individual returned to a previously held tenured rank during that individual's probationary period.

**C. CERTIFICATION OF TENURE:** After successfully completing the entire probationary period, the promoted individual shall be certified as tenured at the appropriate rank by the Commission.

Hereby adopted this 8<sup>th</sup> day of January, 2016:

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Brian Abramowitz  
Chairman, Kendall County Merit Commission

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Richard Gaffney  
Secretary, Kendall County Merit Commission