

## RECORD OF RESOLUTIONS

Resolution No 25-010 Passed on March 3<sup>rd</sup>, 2025

### RESOLUTION 25-010, CREATING THE POSITION OF POLICE CADET AND SETTING THE PAY RATE.

**WHEREAS,** Council wishes to approve creating the position of Police Cadet ; and,

**WHEREAS,** the rate of pay needs to be established and added to the 2025 Employee Pay Scale;

**NOW THEREFORE, BE IT ORDAINED,** by the Council, Village of West Jefferson, County of Madison, State of Ohio, with a majority of duly elected members thereof concurring as follows:

**SECTION I:** Council hereby revises the 2025 Employee Pay Scale (attached) by adding the position of Police Cadet.

**SECTION II:** Council hereby sets the salary as follows:

**Start**  
**\$28.12**

**SECTION III:** This Resolution shall take effect at the earliest time allowed by law.

**Passed this 3rd day of March, 2025**

  
Jennifer Warner  
President of Council

3-3-25  
Date

Date received by Mayor 3-4-25

Date Approved by Mayor 3-4-25

  
Ray A. Martin, Mayor

ATTEST:

  
Tisha Edwards  
Clerk of Council

3-4-25  
Date

Sections Vetoed: \_\_\_\_\_

Approved as to Form:

  
J. Michael Murray, Director of Law, or  
Joshua W. Beasley, Assistant Director of Law

\_\_\_\_\_  
Date

## WEST JEFFERSON POLICE CADET EMPLOYMENT AGREEMENT

This **EMPLOYMENT AGREEMENT** ("**Agreement**") is executed and made effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ ("**Effective Date**"), and is entered into by and between the **Village of West Jefferson** ("**Employer**") and \_\_\_\_\_, an individual ("**Cadet**"), hereafter collectively known as "**the Parties**".

WHEREAS **Employer** is an Ohio municipal corporation that operates a municipal police department known as the **West Jefferson Police Department** ("**WJPD**"); and

WHEREAS **Employer** desires to offer **Cadet**, as incentive to acceptance of full-time employment with **Employer**, employment and compensation as a Police cadet as well as full payment of tuition, expenses, and necessary equipment relating to **Ohio Peace Officer Training Academy** ("**OPOTA**") attendance, subject to the terms, provisions and conditions set forth herein; and

WHEREAS, **Employer** desires to employ **Cadet** and **Cadet** desires to be employed by **Employer** as hereinafter provided under the same terms, provisions, and conditions set forth herein and below; and

WHEREAS **Employer** extends a conditional offer of employment to **Cadet** subject to **Cadet's** successful completion of **OPOTA** training and **OPOTA** certification as a peace officer; and

NOW THEREFORE in consideration of the mutual covenants herein contained and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the **Parties** hereto, intending to be legally bound, hereby acknowledge and agree as follows:

### AGREEMENT

#### **1. Term of Employment as Cadet**

- a. **Employment.** Subject to the provisions of this **Agreement**, **Employer** hereby agrees to employ **Cadet**, subject to the conditions set forth herein, and **Cadet** hereby accepts such employment as a West Jefferson Cadet.
- b. **Terms.** The term of this **Agreement** shall be until **Cadet** 1) successfully completes **OPOTA** training and certification, at which time the provisions of Section 3 become operative, or 2) **Cadet** does not successfully complete **OPOTA** training and certification. The reimbursement provisions set forth in Section 3(c), 3(d) and 3(e) shall survive the term of this **Agreement**.
- c. **Successful completion of OPOTA.** Successful completion of **OPOTA** shall mean that **Cadet** has completed an Ohio approved **OPOTA** and obtained and maintained the necessary licenses and certifications required by the State of Ohio and/or the **WJPD** to serve as an Ohio peace officer. **Cadet** understands and agrees that failure to successfully complete the **OPOTA** training and/or obtain and maintain the necessary licenses and certifications will result in **Employer** rescinding the conditional offer of employment and termination of **Cadet's** employment.

## 2. Compensation

- a. **Cadet Compensation.** Cadet shall be classified as an “Intermittent Employee” for the duration of time as a West Jefferson Police Cadet. Employer will pay Cadet an hourly rate of compensation until Cadet’s completion of OPOTA training and certification as peace officer. The hourly rate of pay shall be \$28.12 per hour less than the Step 1 wage of the current West Jefferson Police Department pay scale. As of the date of this Agreement, the wage will be Twenty Eight and 12/100 Dollars (\$28.12) per hour for all hours worked while in the classification of West Jefferson Police Cadet.
- b. **Cadet Employment Status.** Cadet acknowledges that during OPOTA training and during classification as a West Jefferson Police Cadet, Cadet shall have no legal authority to exercise any legal authority or powers vested in a certified Ohio peace officer. Cadet shall at all times conduct himself/herself with the highest professionalism and adherence to the standards set forth in the WJPD policies and procedures. Cadet acknowledges that, as a West Jefferson Police Cadet, Cadet will not begin his/her one-year probationary period until Cadet has successfully completed OPOTA training and certification and started Cadet’s field training program with Employer. Cadet further acknowledges that West Jefferson Police Cadet’s **ARE NOT** fully OPOTA certified sworn peace officers and therefore, Cadet will not start accruing classification seniority until Cadet has successfully completed OPOTA training and certification, and begun Cadet’s full-time employment in the classification of West Jefferson Police Officer/ Patrolman.
- c. **OPOTA.** Employer shall designate an Ohio Peace Officer Training Academy for Cadet to attend. Employer shall pay the cost of OPOTA training to include all tuition, fees and expenses for Cadet’s attendance at said academy. Employer shall purchase and/or provide all required equipment and uniform items as necessary for OPOTA with the exception of items deemed personal by the Chief of Police. A list of these items will be provided to the Cadet prior to execution of this Agreement.

## 3. WJPD Full-Time Employment Conditions

- a. **Completion of OPOTA.** Employer agrees to employ Cadet as a full-time police officer upon Cadet’s successful completion of OPOTA training and certification as a peace officer. In exchange for Employer’s compensation paid to Cadet and payment of OPOTA training expenses, Cadet agrees to accept full-time employment with Employer upon successful completion of OPOTA training and certification as a peace officer. Cadet will be subject to all terms and conditions of the effective WJPD policies and procedures, including probationary periods. Cadet acknowledges that as a West Jefferson Police Cadet, Cadet will not begin the one-year probationary period until Cadet has successfully completed OPOTA training and started Cadet’s field training program with the Employer.
- b. **WJPD Compensation.** Upon Cadet’s successful completion of OPOTA training and certification as a peace officer, Cadet’s classification status will change to that of West Jefferson Police Officer/ Patrolman and Cadet’s rate of pay will be Step 1 of the current West Jefferson Police Department pay scale.

- c. **OPOTA Reimbursement.** In the event **Cadet** does not successfully complete the **OPOTA** training, testing, or certification as a peace officer, or otherwise fails to qualify for employment as a Police Officer, Patrolman for **WJPD**, **Cadet** understands that **Cadet** shall reimburse **Employer** the entire cost of **Cadet's** **OPOTA** training, equipment, and uniform items paid for by **Employer** as set forth in Section 2(c).
  - d. **Resignation from Full-Time Employment.** In the event **Cadet** voluntarily resigns from **Employer** within three (3) years of the successful completion of the **OPOTA** training, **Cadet** agrees to reimburse **Employer** all costs and expenses paid for **Cadet's** attendance, training, equipment, and uniforms as forth in section 2(c), pro rata, according to the following schedule:
    - i. Voluntarily resigns with less than one (1) year of service: **100%**
    - ii. Voluntarily resigns with more than one (1) year, but less than two (2) years of service: **66%**
    - iii. Voluntarily resigns with more than two (2), but less than three (3) years of service: **33%**
    - iv. Voluntarily resigns with more than three (3) years of service: **0%**
  - e. **Determination of Costs.** The amount the **WJPD** paid for **Cadet's** **OPOTA** training, uniforms and equipment will be determined at the time of resignation or failure to complete **OPOTA** training.
  - f. **Termination for Cause.** In the event that **Cadet's** full-time employment with **WJPD**, as set forth in Section 3(a), is terminated during **Cadet's** probationary period for unsatisfactory performance, or for "just cause," as required by Ohio Revised Code, during the first three years of **Cadet's** employment, **Cadet** will not be required to reimburse **Employer** for any costs or expenses as set forth in Section 2(c).
4. **Governing Law.** This **Agreement** has been executed and delivered and shall be interpreted, construed, and enforced in accordance with the laws of the State of Ohio. The Common Pleas Court of Madison County (Ohio) shall have exclusive jurisdiction in this respect.
5. **Enforcement.** In the event that **Employer** shall be required to enforce the terms of this **Agreement**, whether with or without arbitration or litigation, **Employer** shall be entitled to recover all of its costs and expenses attendant to such enforcement, including but not limited to reasonable attorneys' fees and experts' fees.
6. **Entire Agreement.** This **Agreement** shall constitute the entire agreement on the subject matter between the **Parties** hereto and may not be amended except in writing signed by all the **Parties** hereto. No oral statements or prior written materials not specifically incorporated herein shall be of any force or effect unless the same shall be in writing and signed by both **Parties** herein.
7. **Severability.** In the event any provision of this **Agreement** is held to be unenforceable or void for any reason, the remainder of this **Agreement** shall be unaffected and shall remain in full force and effect in accordance with its terms.

8. **Waiver.** The waiver by either **Employer** or **Cadet** of a breach of any provision of this **Agreement** shall not operate or be construed as a waiver of any subsequent breach by either **Employer** or **Cadet**.
9. **Headings.** The headings used herein are for convenience only and do not limit the contents of this **Agreement**.
10. **Counterparts.** This **Agreement** may be executed in counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same agreement.
11. **Third Parties.** Nothing in this **Agreement** expressed or implied is intended or shall be construed to confer upon or give any person other than the **Parties** hereto, and their permitted successors and assigns any rights or remedies under or by reason of this **Agreement**.

IN WITNESS WHEREOF, the **Parties** hereto have signed this **Agreement** as of the day and year first written above.

Village of West Jefferson:

Cadet:

\_\_\_\_\_  
Mr. Brandon Smith, Chief  
West Jefferson Police Department

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Hon. Ray Martin, Mayor  
Village of West Jefferson

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
J. Michael Murray,  
Law Director