

VILLAGE OF McDONALD, OHIO

ORDINANCE NO. 3292-24

A ORDINANCE AMENDING THE McDONALD FIRE DEPARTMENT TUITION ASSISTANCE PROGRAM TO PROMOTE THE BETTERMENT OF THE McDONALD FIRE DEPARTMENT.

WHEREAS, the Village of McDonald seeks to improve the qualifications of the members of the McDonald Fire Department;

WHEREAS, in 2009, Village Council previously established a Tuition Assistance Program to promote the training of paramedics as members of the Department;

WHEREAS, upon the recommendation of the Fire Chief, Village Council desires to expand the Tuition Assistance Program to allow the Village to pay directly to an accredited Fire I, Fire II, EMT, paramedic, or other training institution, which institution is subject to the approval of the Fire Chief and the Mayor, tuition assistance in an amount of up to Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) for a member of the Fire Department, to promote the betterment of the McDonald Fire Department; and

WHEREAS, it is in the best interest of the Village to amend the McDonald Fire Department Tuition Assistance Program to aid qualified members of the McDonald Fire Department with the cost of various types of training.

BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF McDONALD, TRUMBULL COUNTY, STATE OF OHIO, that:

Section I. The Fire Department Tuition Assistance Program to aid qualified members of the McDonald Fire Department is hereby amended to allow the Village to pay directly to an accredited Fire I, Fire II, EMT, paramedic, or other training institution, which institution is subject to the approval of the Fire Chief and the Mayor, an amount of up to Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) for a member's tuition, books, material, classes, and/or examination fees for the training program.

Section II. To qualify for the Tuition Assistance Program, a member of the McDonald Fire Department must apply to the Fire Chief and Mayor in writing.

Section III. The Fire Chief, subject to the approval of the Mayor, shall select qualified members of the McDonald Fire Department to participate in the Tuition Assistance Program. All members selected are subject to approval by Village Council. The Mayor and Village Council have the right to select or reject any member that may qualify.

Section IV. If chosen to participate in the program, a member is entitled to receive the tuition assistance provided the member enters into and complies with the Tuition Assistance Agreement, the form of which is attached as Exhibit A.

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Section V. The Mayor and Clerk are hereby authorized to enter into a Tuition Assistance Agreement with those members selected to participate in the Tuition Assistance Program, the form of which Agreement is attached as Exhibit A.

Section VI. The Tuition Assistance Program shall be governed in accordance with further rules and regulations established by Council, the Mayor, and/or the McDonald Fire Department.

Section VII. Any Ordinance or Resolution, or parts thereof, including Resolution No. 1627-09, inconsistent or in conflict with the provisions of this amending Ordinance are hereby repealed.

Section VIII. The passage of this Ordinance and all deliberations relating to the passage of this Resolution were held in open meetings in accordance with the provisions of Ohio Revised Code Section 121.22.

Section IX. This Ordinance shall be in full legal force and effect from and after the earliest period allowed by law.

Passed in Council this 21st day of March, 2024.

Mayor

Attest to:

Fiscal Officer

EXHIBIT A

McDONALD FIRE DEPARTMENT TUITION ASSISTANCE AGREEMENT

This Tuition Assistance Agreement (the "Agreement") is made and entered into on this _____ day of _____, 20____ (the "Effective Date"), by and between the Village of McDonald, Ohio (the "Village"), and [name of Member], an individual residing at [address of Member] (the "Member").

WHEREAS, the Village seeks to improve the qualifications of the members of the McDonald Fire Department;

WHEREAS, the Member desires to further the Member's [Fire I, Fire II, EMT, paramedic or other training] training for the benefit of the Member and for the benefit of the McDonald Fire Department; and

WHEREAS, the Village and the Member both acknowledge the benefits to be derived by the Member seeking the training.

NOW, THEREFORE, in consideration of these premises, and the covenants contained herein, the parties agree as follows:

1. The Village shall pay directly to an accredited [Fire I, Fire II, EMT, paramedic, or other training] training institution, which institution is subject to the approval of the Fire Chief and the Mayor, an amount of [up to Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00)] for the Member's tuition, books, material, classes, and/or examination fees for the training program (the "Tuition Assistance").

2. After the Village has paid all or part of the Tuition Assistance, the Member shall complete the training program within the standard time for the training program. The Fire Chief shall monitor the Member's progress during the training program.

3. It is expressly acknowledged, understood and agreed by the Member that, in consideration for the Village paying the Tuition Assistance, that:

a. The Member shall work for the McDonald Fire Department for an average of sixteen (16) hours per week for a period of three (3) years from the Effective Date; and

b. The Village is entitled to impose reasonable requirements, rules and regulations upon the Member when participating in this Tuition Assistance program.

4. It is expressly acknowledged, understood and agreed by the Member that, if the Member fails to complete the training program, fails to comply with this Agreement, or dissociates from or leaves the McDonald Fire Department, whether the Member resigns or is terminated (all which are referred to as a "Breach"), then the Member shall repay the Village as follows:

a. If the Breach occurs on or before the one (1) year anniversary of the Effective Date, the Member shall repay the Village 100% of the Tuition Assistance;

b. If the Breach occurs after the one (1) year anniversary of the Effective Date and

on or before the two (2) year anniversary of the Effective Date, the Member shall repay the Village 66.66% of the Tuition Assistance; or

c. If the Breach occurs after the two (2) year anniversary of the Effective Date and on or before the three (3) year anniversary of the Effective Date, the Member shall repay the Village 33.33% of the Tuition Assistance.

Notwithstanding the foregoing, if the Member demonstrates to the Mayor, in the Mayor's sole discretion, that a Breach was the result of events or circumstances beyond the control of the Member, the Mayor may waive all or part of the Member's obligation to repay the Village.

5. It is expressly acknowledged, understood and agreed by the Member that the Village may make the appropriate deduction from the Members's final paycheck(s) for the repayment obligation set forth in this Agreement.

The undersigned have executed this Agreement to be effective as of the Effective Date.

VILLAGE OF McDONALD, OHIO:

Mayor

Fiscal Officer

MEMBER:

Approved as to form:

Solicitor for the Village

CERTIFICATE OF AVAILABILITY OF FUNDS

It is certified that **up to Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00)**, the amount required to meet the contract, agreement, obligation, payment or expenditure herein, has been lawfully appropriated, authorized, or directed for such purpose, and is in the treasury or in process of collection to the credit of the fund, free from any obligation or certification now outstanding.

Date

Fiscal Officer