

VILLAGE OF WINDHAM  
OHIO  
RESOLUTION NO. R-2009-25

A RESOLUTION AMENDING A CONTRACT BETWEEN THE VILLAGE OF WINDHAM  
AND THE WINDHAM EXEMPTED VILLAGE SCHOOL DISTRICT TO PROVIDE FOR A  
SCHOOL RESOURCE OFFICER AND DECLARING AN EMERGENCY

WHEREAS, the Council of the Village of Windham has previously authorized the execution of a contract between the Village of Windham and the Windham Exempted Village School District to provide for a school resource officer which authorization is set forth in Resolution R-2009-14; and

WHEREAS, the Windham Exempted Village School District has requested that the previously authorized agreement be amended; and

WHEREAS, the Council of the Village of Windham has determined that the requested amended contract is satisfactory to the Village of Windham Council.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Village of Windham, Portage County, Ohio, two thirds or more of the members thereto concurring that:

Section 1: That the contract between the Village of Windham authorized by Resolution R-2009-14 is hereby rescinded and held for naught, said rescission being at the request of the Windham Exempted Village School District.

Section 2: That a new contract providing for a school resource officer between the Village of Windham and the Windham Exempted Village School District, in substantial conformity with the Exhibit attached hereto, and marked for identification as Exhibit "A", is hereby approved, and the Mayor and the Fiscal Officer are authorized and directed to execute the contract on behalf of the Village of Windham.

Section 3: This Ordinance is declared to be an emergency measure effective immediately upon its passage by Council and approval by the Mayor, to preserve the health, safety and general welfare of the citizens of the Village of Windham, and for the reason that Windham Exempted Village School District has requested that the contract be executed at the earliest time provided by law.

Section 4: It is hereby found and determined that all actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal actions were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Passed in Council as an emergency this the 28th day of July, 2009.

Vote of Council: Ayes: Mr. Snyder, Mr. Garrett, Mrs. Barrett, Mrs. Meszaros, Mr. Slusher

Nays: Mrs. Rininger.

Adopted: \_\_\_\_\_

Approved: \_\_\_\_\_

Effective: \_\_\_\_\_

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

Robert W. Donham, II, Mayor

Attest:

\_\_\_\_\_  
Fiscal Officer - Lloyd Billman

Approved as to form:

\_\_\_\_\_  
Village Solicitor – Thomas Reitz

**Exhibit "A" Resolution No. 2009-25**

**AGREEMENT BETWEEN THE WINDHAM EXEMPTED VILLAGE SCHOOL DISTRICT AND THE VILLAGE OF WINDHAM**

THIS AGREEMENT, made the \_\_\_\_ day of \_\_\_\_\_, 2009, between the Village of Windham, 9621 East Center Street, Windham, Ohio 44288, (hereinafter "Village"), and the Windham Exempted Village School District, 9530 Bauer Avenue, Windham, Ohio 44288, (hereafter referred to as "School District") is to provide for a School Resource Officer to the School District.

WHEREAS, the School District is interested in fostering a positive learning environment through the establishment of community policing and educational programs; and

WHEREAS, the Village, through a School Resource Officer desires to promote safety and security within the Village and the School District; and

WHEREAS, the School District and the Village have previously entered into a Memorandum of Understanding setting forth their mutual commitment to improving the educational process and the whole of the community through a School Resource Officer.

IT IS NOW THEREFORE AGREED as follows:

1. School Resource Officer. The Village of Windham will provide a School Resource Officer to the School District for up to an average of twenty four (24) hours per week, and paid crossing guards at two locations for up to an average of 10 man hours per week, during the 2009-2010 school year, but only during those times when students are attending school. The School Resource Officer shall contribute to the positive learning environment of the School District through involvement in programs generally designed to promote the goals and objectives set forth in the Memorandum of Understanding between the Village and the School District previously executed between the Parties. The program areas shall include, but are not limited to the following:

- a. Student self-worth
- b. Conflict management
- c. Conduct skills
- d. Unity and diversity (embracing and understanding differences)
- e. Drug, alcohol and tobacco awareness training
- f. Referral to and participation in a juvenile diversion program in conjunction with the Portage County Juvenile Court.

2. Present Enrollment and Location of School District. The schools in the District consist of the Katherine Thomas Elementary School which houses grades pre-school through five, Windham Junior High, serving grades six through eight, and Windham High School, serving grades nine through twelve. Katherine Thomas Elementary presently has an enrollment of approximately Four Hundred Twenty Four (424) students served by forty five (45) staff members. The Windham Junior High has approximately One Hundred Eighty Two (182) students who are served by twenty four (24) staff members, and the Windham High School has approximately Two Hundred Forty (240) students who are served by twenty eight (28) staff. Both the Junior High and the High School are located in the same building, while Katherine Thomas Elementary School is at a separate location.

3. Coordination of School Resource Officer Assignments. The School Resource Officer will report to the two building principals on a daily basis in order to coordinate any specific assignments or address specific concerns. The School District has the authority to designate a representative to serve in the place of the school building principals to coordinate services with the School Resource Officer.

The Parties will participate in an evaluation meeting held quarterly. The meeting will be attended by the Chief of Police or his designee, the School Resource Officer, the School District Superintendent, or his or her designated representative. The purpose of the meeting will be to evaluate the program and determine what changes or improvements need to be made.

4. Authority. The School Resource Officer will report directly to the building principals or their representatives, and will submit to the building principals' authority on all school related matters. In all matters having to do with law enforcement, the School Resource Officer will have the final say over investigation and any charges which may result. The School Resource Officer remains an employee of the Windham Police Department, and shall at all times remain subject to the departmental rules and regulations as well as the departmental chain of command.

5. Community Policing Activities. The Windham Police Department and the Windham Exempted Village School District have partnered in a variety of community policing activities. The School Resource Officer will be actively involved in daily campus life. By coordinating already existing programs and implementing new programming, the School Resource Officer will contribute to a more efficient programming system. The following is a summation of the Parties mutual program expectations.

Current Programs:

A. *Emergency Action Response Plan:* The School Resource Officer will be involved in the district's comprehensive safety plan to insure safety and security for students and staff in the event of any emergency situations.

B. *Alcohol and Drug Awareness Programs*: The School Resource Officer will provide on-going programs focusing on underage alcohol consumption, drug use and tobacco. A Pre-Prom Assembly is held every spring to encourage a safe and sober Prom experience. The programs are coordinated with other experts and counselors in the field.

C. *Skills for Growing*: The School Resource Officer will use this program to encourage and promote self esteem, respect and positive peer pressure.

D. *School Health Fair*: The School Resource Officer will meet annually with the 4th graders to discuss safety issues, gun safety, self esteem and respect.

E. *Safety Town*: The School Resource Officer will be involved with this 2 week program offered to district children entering Kindergarten in the Fall.

F. *D.A.R.E.*: Drug Abuse Resistance and Education.

Planned Programs:

A. *Mock Trials/Civics Day*: The School Resource Officer and Volunteer Magistrates will meet with the students to explain the Juvenile Diversion Program.

B. *Mentorship Program*: The School Resource Officer will coordinate a program which offers students opportunities to be involved in classroom instruction and field training in law enforcement. This can be coordinated with the Senior Class Project program.

C. *Police Panel*: Students and Staff will be given an opportunity to meet and discuss current events and legal issues with representatives from the Police Department. Topics will include legal rights, information on laws, and police procedures.

D. *Crime Prevention and Awareness*: Training for students and staff.

E. *Critical Incident Management*: Training for staff.

F. *Race Relations Forum*: A forum on race relations in conjunction with the Unity and Diversity Program.

In addition to the Community Policing Activities set forth in this section, the School Resource Officer shall oversee up to two citizen volunteer crossing guards.

6. Compensation. The School District will pay directly to the Village the sum of Twenty Five Thousand Dollars (\$25,000.00) on an annual basis as compensation to the Village for the School Resource Officer. The entire annual amount shall be paid within a month of execution of this agreement and each subsequent payment shall be due one year after the previous payment. All amounts shall be made payable to the Village of Windham, Attention Village Fiscal Officer.

With respect to the payment set forth in this section, the School District and the Village agree that even in the event the Village incurs costs in excess of Twenty Five Thousand Dollars (\$25,000.00) to provide the services set forth in this Agreement, the Village shall not be entitled to payment in addition to Twenty Five Thousand Dollars (\$25,000.00). In the same fashion, in

the event the Village is able to provide the services set forth in this Agreement at a cost less than Twenty Five Thousand Dollars (\$25,000.00), the School District shall not be entitled to a refund of any amounts paid to the Village under this Agreement. The School District and the Village agree that in the event the Village is able to perform the services set forth in this Agreement at a cost less than Twenty Five Thousand Dollars (\$25,000.00), then in that event, the Village may use the balance of the funds not applied toward performance under this Agreement for any permissible public purpose.

AGREED TO ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2009.

WINDHAM EXEMPTED VILLAGE SCHOOL DISTRICT

\_\_\_\_\_  
Carol Kropinak, Windham Schools Superintendent

\_\_\_\_\_  
Treasurer

VILLAGE OF WINDHAM

\_\_\_\_\_  
Robert W. Donham, II Mayor

\_\_\_\_\_  
Lloyd Billman, Fiscal Officer

Approved as to legal form:

Approved as to legal form:

\_\_\_\_\_  
Thomas Reitz, Interim Village Solicitor

\_\_\_\_\_  
Legal Counsel,  
Windham Exempted Village School District