

**AGREEMENT BETWEEN THE CITY OF LA HABRA  
AND THE LA HABRA CITY SCHOOL DISTRICT  
TO PARTICIPATE IN THE SCHOOL RESOURCE OFFICER PROGRAM  
FOR THE 2021/22 SCHOOL YEAR**

This Agreement ("AGREEMENT") is made and entered into this 20<sup>th</sup> day of September, 2021 (Effective Date) by and between the City of La Habra, a municipal corporation ("CITY"), located at 110 East La Habra Boulevard, La Habra, California, 90631, and the La Habra City School District ("DISTRICT"), located at 500 North Walnut Street, La Habra, California, 90631.

**MISSION STATEMENT**

It is the stated goal of this AGREEMENT to have a working partnership between the CITY and the DISTRICT so as to provide a safe and secure learning environment for all students and to encourage a positive learning experience.

**RECITALS**

- A. CITY is a municipal corporation duly organized and validly existing under the Constitution and the laws of the State of California.
- B. DISTRICT is a political subdivision of the State of California located in Orange County, California and is organized and exists pursuant to the laws of the State of California.
- C. DISTRICT is in need of special services and advice available through the School Resource Officer Program, as more fully described herein below in Section 2 and, hereinafter referred to as "SERVICES."
- D. DISTRICT is authorized to enter into this AGREEMENT pursuant to the laws of the State of California.
- E. CITY employs sworn peace officers specially trained, experienced and competent to provide the SERVICES required and the CITY is willing to provide SERVICES to DISTRICT on the terms and in the manner provided in this AGREEMENT.
- F. CITY and DISTRICT are joining together in a collaborate effort to provide limited SERVICES on a limited basis.

**AGREEMENT**

NOW, THEREFORE, the parties hereto agree as follows:

**1. TERM**

The term of this AGREEMENT shall commence in accordance with the Student Calendar for 2021/22 (Exhibit A) beginning on August 16, 2021 and continue for a period of one (1) Student Calendar year, ending on June 16, 2022, unless previously terminated as specified in Section 5. At the end of the term period, DISRICT and CITY may

mutually agree, in writing, to renew the contract for up to three (3) term periods of one (1) Student Calendar year each.

## 2. CITY SERVICES

- a. The CITY will provide one (1) full-time School Resource Officer (SRO) to provide SERVICES under this AGREEMENT at District School sites within the City of La Habra, in accordance with the Student Calendar for 2021/22 (Exhibit A). The officer works a 9/80 work schedule. The 9/80 work week occurs over a 2-week period as follows: employees work seven 9-hour days in a 2-week period, one 8- hour day and then receive one "free" day off every other week. A "9/80 schedule" means that on 4 days per week the SRO works 9 hours, and on the 5th day the SRO will either work 8 hours or have a day off. Should the DISTRICT need an SRO on a day he/she is not present for school related business or an incident, the DISTRICT shall notify the police dispatch center (562-383-4300). Requests for additional services will be charged in accordance with section 4 (c) in this AGREEMENT. In the absence of the assigned DISTRICT SRO, either one of the high school SROs, or a Patrol Officer, will respond in a timely manner to render appropriate service.
- b. The School Resource Officer is involved in a variety of activities, such as working with administration to resolve campus incidents, providing supervision at afternoon activities, visiting classrooms to discuss juvenile and law enforcement issues, and ensuring that unauthorized personnel are kept off school grounds.
- c. The CITY will perform said SERVICES as an Independent contractor and not as an employee of the DISTRICT. The CITY shall be under the control of the DISTRICT as to the result to be accomplished and not as to the means, or manner, by which such results are to be accomplished. The services performed by the Officer pursuant to this AGREEMENT are not intended to supplant those provided by existing DISTRICT security personnel.

## 3. DISTRICT DUTIES

- a. **Information/Work Space.** DISTRICT will prepare and furnish to the CITY upon request such information as is reasonably necessary to the performance by the CITY hereunder. DISTRICT will provide availability to a work space when applicable, and CITY will provide all law enforcement related materials.
- b. **Staff Liaison.** DISTRICT will designate a staff member to serve as liaison to the La Habra Police Department to facilitate communication between DISTRICT personnel and the SRO and coordinate the SRO's activities with DISTRICT activities and events.
- c. **District Personnel - Cooperation.** DISTRICT personnel shall cooperate with the Officer to facilitate his/her performance of Services pursuant to this AGREEMENT.

#### 4. FUNDING

- a. **Personnel.** CITY is required to maintain one (1) full time School Resource Officer to provide the Services required by this AGREEMENT. CITY will provide a substitute sworn officer on school days when the assigned officer is unavailable due to pre-scheduled leave, CITY-required training, etc.
- b. **Funding of Personnel.** The cost of the one (1) School Resource Officer, including all expenses such as mileage, parking, transportation, lodging, meals, and materials for the services will not exceed One Hundred Fifty-Six Thousand Two Hundred Forty-One Dollars (\$156,241). Payment shall be made after submission of an invoice and shall be due within thirty days.
- c. **Funding-Supplemental Services.** Additional Services may be secured by the DISTRICT. The DISTRICT may request the services of a School Resource Officer during evening events such as PTA meetings, Back-to-School night(s), Open House(s), sporting event(s), dance(s), prom(s) or other school-sponsored events. DISTRICT agrees to provide additional compensation to CITY at a rate equal to one and one-half (1/2) times the base hourly salary of the officer(s), for actual hours worked after the conclusion of the normal work day (5:00 p.m.).

#### 5. TERMINATION

DISTRICT or CITY may terminate this AGREEMENT without cause any time after the Effective Date, by giving a thirty (30) day written notice to the other party. CITY shall continue to provide Services after notice to terminate and during the thirty (30) day notice period unless DISTRICT, in the notice, requests CITY not perform Services. The notice shall be deemed given when personally delivered to the DISTRICT or CITY representative or three (3) days after the date the notice is deposited in the United States mail, first-class postage paid, and addressed to the appropriate representative as specified in this AGREEMENT.

#### 6. INDEMNIFICATION

- a. **District Obligations.** DISTRICT agrees to defend, indemnify and hold CITY, its elected and appointed officials, officers, and employees harmless against and from any and all losses, claims, actions, damages, expenses or liabilities, including reasonable attorney's fees, arising out of or in any way connected with the District's negligent performance of this AGREEMENT. DISTRICT assumes workers' compensation liability for injury or death of its officers, agents, employees and volunteers, and assumes no workers' compensation responsibility for the elected and appointed officials, officers, and employees of the CITY.
- b. **City's Obligations.** CITY agrees to defend, indemnify and hold DISTRICT, its officers, agent, employees and volunteers harmless against and from any and all losses, claims, actions, damages, expenses or liabilities, including reasonable attorney's fees, arising out of or in any way connected with City's negligent performance of this AGREEMENT. CITY assumes worker's compensation liability for injury or death of its elected and

for injury or death of its elected and appointed officials, officers, and employees, and assumes no workers' compensation responsibility for the officers, agents, employees and volunteers of the DISTRICT.

**7. AMENDMENTS**

Only writing executed by the parties hereto or their respective successors and assigns may amend this AGREEMENT.

**8. ASSIGNMENT**

This AGREEMENT may not be assigned or transferred by either Party without the written consent of the parties hereto.

**9. NOTICE/REPRESENTATIVES**

The CITY and DISTRICT have designated the following representatives to receive notices and act in their agency's behalf in the administration of this AGREEMENT.

CITY	Chief of Police La Habra Police Department 150 North Euclid Street La Habra, CA 90631
DISTRICT	Superintendent of Schools La Habra City School District 500 North Walnut Street La Habra, CA 90631

**10. NO THIRD PARY BENEFICIARY**

This AGREEMENT, Including, but not limited to, the indemnification provisions, is for the benefit of the Parties only and does not create, nor is it intended to create, any benefit or liability to third parties.

**11. MISCELLANOUS**

CITY shall comply with all applicable Federal, State, and local laws, rules, regulations, and ordinances including workers' compensation while performing pursuant to this AGREEMENT.

This AGREEMENT constitutes the entire agreement between the parties with respect to the subject matter herein. No promise or representation not set forth herein shall be binding or of any force or effect.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed.

CITY OF LA HABRA

A Municipal Corporation

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

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

Jim Sadro, City Manager

LA HABRA CITY SCHOOL DISTRICT

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

Date: 8/12/21

Joanne Culverhouse, Superintendent

**Trimesters**  
 1st - 8/16/2021 - 11/12/2021  
 2nd - 11/15/2021 - 2/25/2022  
 3rd - 2/28/2022 - 6/3/2022

**LA HABRA CITY SCHOOL DISTRICT**  
**School Year 2021 - 2022**

**August 2021**

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	(13)	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

8/10 - 8/11 Professional Develop. Days  
 8/12 - Pre-Service Day  
 8/13 - TK/Kindergarten Orientation Day  
 8/16 - TK,K-6 gr. First Day of Instruction  
 8/16 - IMS 6-7 gr. and WMS 7 gr. only Min. Day  
 8/17 - IMS & WMS 8 gr. First Day of Instruction

TK,K-7th - 12 Days  
 8th - 11 Days

**February 2022**

S	M	T	W	T	F	S
			[1 2 3 4]	5		
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	[25]	26
27	28					

2/1 ~ 2/4 - Min. Days Parent Conferences K-8  
 2/14 - Lincoln Day  
 2/21 - Washington Day  
 2/25 - Min. Day Teacher Prep. for 2nd trimester Report Cards

18 Days

**September 2021**

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

9/6 - Labor Day

21 Days

**March 2022**

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

3/21- 3/25 - Spring Break

18 Days

**October 2021**

S	M	T	W	T	F	S
					[1]	2
3	[4 5 6 7 8]	9				
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

10/1 - Min. Day Teach Prep. for K-8 Parent Conferences  
 10/4 ~ 10/8 - Min. Days Parent Conferences K-8

21 Days

**April 2022**

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

21 Days

**November 2021**

S	M	T	W	T	F	S
	1	2	3	4	[5]	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

11/1 - No School Professional Development Day  
 11/5 - Min. Day Teacher Prep. for 1st trimester Report Cards  
 11/11 - Veteran's Day  
 11/22 ~ 11/26 - Thanksgiving Recess

15 Days

**May 2022**

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	[20]	21
22	23	24	25	26	27	28
29	30	31				

5/20 - Min. Day Teacher Prep. for 3rd trimester Report Cards  
 5/30 - Memorial Day

21 Days

**December 2021**

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

12/20 - 12/31 - Winter Recess

13 Days

**June 2022**

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

6/2 - Last Day of Instruction for grades TK/K-6th (Min. Day)  
 IMS 6 & 7 and WMS 7 (Full Day)  
 6/3 - Last Day of Instruction for 8th grade (Min. Day)

2 Days for TK,K through 7  
 3 Days for 8th

**January 2022**

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	[28]	29
30	[31]					

1/3 - No School/Professional Development Day  
 1/4 - Students Return  
 1/17 - Martin Luther King  
 1/28 - Min. Day Teacher Prep. for K-8 Parent Conferences  
 1/31 - Min. Days Parent Conferences K-8

19 Days

**July 2022**

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

2021-2022