

**AGREEMENT BETWEEN THE CITY OF LA HABRA  
AND THE FULLERTON JOINT UNION HIGH SCHOOL DISTRICT  
TO PARTICIPATE IN THE SCHOOL RESOURCE OFFICER PROGRAM  
FOR THE 2023/24 SCHOOL YEAR**

This Agreement ("AGREEMENT") is made and entered into this 1<sup>st</sup> day of July, 2023, (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 Fullerton Joint Union High School District ("DISTRICT"), located at 1051 West Bastanchury Road, California, 92833.

**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**

- a. The term of this AGREEMENT shall commence in accordance with the Student Calendar for 2023/24 (Exhibit A) beginning on August 14, 2023 and continue for a period of one (1) Student Calendar year, ending on May 31, 2024, unless previously terminated as specified in Section 5. At the end of the term period, DISTRICT 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 two (2) full-time School Resource Officers (SRO) to provide SERVICES under this AGREEMENT at District School sites within the City of La Habra, in accordance with the Student Calendar for 2023/24 to cover 180 days over a 36-week period (Exhibit A). The SRO's work a "9/80 schedule." A "9/80 schedule" means that within a two-week period the SRO will work five (5) nine (9) hour days one week and three (3) nine (9) hour days with one (1) eight (8) hour day the other week as part of an 80-hour work schedule [nine days worked in two weeks for 80 hours]. This equates to 162 days, or 1,440 hours, of coverage per SRO over the 36-week period. The School Resource Officers shall work on the campuses from approximately 7:30 a.m. to 4:00 p.m. daily.

- b. The DISTRICT requests that SRO services be provided for the entire 180 scheduled school days, leaving a coverage shortage of 18 school days per SRO (36 total school days). The CITY agrees to provide coverage for this shortage in the form of 18 additional eight (8) hour workdays, per SRO.
- c. 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.
- d. Requests for additional services not covered here will be charged in accordance with section 4 (c) in this AGREEMENT.
  - i. The SRO is involved in a variety of activities, such as:
    1. Working with administration to resolve campus incidents
    2. Providing supervision at afternoon activities
    3. Visiting classrooms to discuss juvenile and law enforcement issues
    4. Ensuring that unauthorized personnel are kept off school grounds
    5. Discussing appropriate safety procedures for the school site
    6. Investigate situations that arise from student conduct at school
    7. Work with school administrators on student absenteeism
    8. Work with school staff on safety drills
    9. Assist with medical emergencies that occur on campus
    10. Educate staff on the latest drugs and paraphernalia being used by students
    11. Discuss gang activity in the area
    12. Work with students and staff on dispute medication
    13. Work with students on de-escalating aggression between students or between students and staff
    14. May perform personal or property searches when illegal activities have taken place, or have reasonable suspicion that illegal activity may have taken place, in accordance with applicable law or as directed by school administration in accordance with school policies
    15. Review video footage when conducting an investigation
    16. Be the liaison during police activity taking place on or near the campus
    17. Assist with necessity of 911 calls.
- e. 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 two (2) 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 two (2) full time School Resource Officers (SRO), including all expenses such as mileage, parking, transportation, lodging, meals, and materials for the services, will not exceed Two Hundred Seventy – One Thousand Nine Hundred Forty – Six Dollars (\$271,946) per school year, unless additional special event hours beyond the negotiated 250 hours are requested by the DISTRICT.
- c. **Cost.** The cost of the SRO program is broken down as follows: Cost per SRO for the original 162 days/1,440 hours of coverage on the “9/80 schedule” will be divided between the DISTRICT and the CITY on a 75% / 25% basis, with the DISTRICT responsible for 75% of these costs. The additional requested 18 days/144 hours of coverage per SRO will be charged at \$102.00 per hour with the DISTRICT paying 100% these costs. The CITY will also provide an additional 250 hours of SRO coverage for Special Events at \$89.00 per hour, as requested by the DISTRICT each school year. Payment shall be made after submission of an invoice and shall be due within thirty days.

**SCHOOL RESOURCE OFFICER FUNDING – 36 WEEKS**

	Hours Per Week / Total Weeks / Total Hours	Hourly Rate	Hours Charged	Total Contract Cost/Savings
SRO 1 @ 75% Cost	40/36/1,440	\$102.00	1,080	\$110,160.00
SRO 2 @ 75% Cost	40/36/1,440	\$102.00	1,080	\$110,160.00
<i>Sub-Total</i>				<i>\$220,320.00</i>
SRO 1 Extra Coverage	8/18/144	\$102.00	144	\$14,688.00
SRO 2 Extra Coverage	8/18/144	\$102.00	144	\$14,688.00
<i>Sub-Total</i>				<i>\$29,376.00</i>
Special Events	250 Total Hours	\$89.00	250	\$22,250.00
<i>Sub-Total</i>				<i>\$22,250.00</i>
<b>Grand Total</b>				<b>\$271,946.00</b>

- d. **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**

- a. 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

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

## 8. ASSIGNMENT

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

## 9. NOTICE/REPRESENTATIVES

- a) 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
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DISTRICT	Superintendent of Schools Fullerton Joint Union High School District 1051 West Bastanchury Road Fullerton, CA 92833
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## 10. NO THIRD-PARTY BENEFICIARY

- a) 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. MISCELLANEOUS

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

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

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

Jim Sadro  
City Manager

FULLERTON JOINT UNION HIGH SCHOOL DISTRICT

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

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

Ruben Hernandez  
Assistant Superintendent, Business Services

APPROVED AS TO FROM:

\_\_\_\_\_  
La Habra City Attorney

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

**Exhibit A**

FULLERTON JOINT UNION HIGH SCHOOL DISTRICT

**BP 6310**

**PUPIL ATTENDANCE CALENDAR FOR 2023/24**

Staff Development Day (*students do not attend*)..... Thursday, August 10, 2023  
 Staff Development Day (*students do not attend*)..... Friday, August 11, 2023  
 First Day of Student Attendance..... Monday, August 14, 2023  
 Staff Development Day (*students do not attend*)..... Wednesday, November 1, 2023  
 Semester Records Day (*students do not attend*)..... Friday, December 22, 2023  
 Staff Development Day (*students do not attend*)..... Friday, March 29, 2024  
 Last Day of Student Attendance..... Thursday, May 30, 2024  
 Summer School Commences..... Monday, June 3, 2024

**HOLIDAYS**

Labor Day ..... Monday, September 4, 2023  
 Veterans' Day ..... Friday, November 10, 2023  
 Thanksgiving Holiday..... Monday, November 20 through Friday, November 24, 2023  
 Winter Recess ..... Monday, December 25, 2023 through Friday, January 5, 2024  
 Martin Luther King Day ..... Monday, January 15, 2024  
 Lincoln Day ..... Monday, February 12, 2024  
 Washington Day ..... Monday, February 19, 2024  
 Spring Recess (Easter, March 31)..... Monday, March 18 through Friday, March 22, 2024  
 Memorial Day ..... Monday May 27, 2024

**DAYS SCHOOL WILL BE IN SESSION**

<u>Calendar Months</u>	<u>Student Days Attended</u>	<u>School Months</u>	<u>Student Days Attended</u>	<u>Holidays</u>	
				<u>Legal</u>	<u>Local</u>
August	14	August 14 - September 8	19	1	0
September	20	September 11 - October 6	20	0	0
October	22	October 9 - November 3	19	0	1
November	15	November 6 - December 1	14	2	4
December	15	December 4 - January 12	19	2	8
January	17	January 15 - February 9	19	1	0
February	19	February 12 - March 8	18	2	0
March	15	March 11 - April 5	14	0	6
April	22	April 8 - May 3	20	0	0
May	21	May 6 - May 30	18	1	0
June	0		180	9	19
	180				

**QUARTERS**

			<u>Weeks Taught</u>	<u>Days Taught</u>
First Quarter:	August 14, 2023	- October 20, 2023	10	49
Second Quarter:	October 23, 2023	- December 22, 2023	8	37
Third Quarter:	January 8, 2024	- March 15, 2024	10	47
Fourth Quarter:	March 25, 2024	- May 31, 2024	10	47
			38	180

Reference: Education Code Sections 37201, 37220-37223

Adopted: November 9, 2021; Revised December 13, 2022

\*Beginning 2021/22, The Fall Staff Development Day will be held on the first weekday following Halloween