

**NAPA VALLEY UNIFIED SCHOOL DISTRICT
MEMORANDUM OF UNDERSTANDING**

**Between Napa County Probation Department (Juvenile Probation)
And
Napa Valley Unified School District (NVUSD)**

**Regarding
School-Based Juvenile Probation Services**

**Effective Dates: November 15, 2024 until MOU is terminated by either party upon 30 days
written notice.**

The Napa County Probation Department (Juvenile Probation) desires to provide and/or facilitate school-based juvenile probation services at selected sites in the Napa Valley Unified School District. The Napa Valley Unified School District (NVUSD) desires to cooperate with the Juvenile Probation in delivering services to students at selected school sites. These services may include any or all of the following:

- Provide information about Juvenile Probation Services to school officials, including Child Welfare and Attendance staff.
- Meet with juvenile probationers during school hours on the school campus.
- Monitor student academic and behavioral progress.
- Co-facilitate prevention groups with NVUSD staff on school sites.
- Provide presentations for the purpose of education and prevention on school sites.

The Napa Valley Unified School District agrees that each site identified for the delivery of services will designate an area for use by Juvenile Probation staff. NVUSD also agrees to appoint a contact person to work with the case carrier for Juvenile Probation and provide access to electronic student academic records for the purpose of case management. Napa Valley Unified School District will process all required attendance release forms for probationers to be excused from class without penalty in order to meet with Juvenile Probation case carriers during the school day.

It is understood that the Napa County Probation Department is a county agency authorized to provide probation services to the residents of Napa County under the direction of the Board of Supervisors. Accordingly, Napa County Probation Department will be responsible for all compensation and local, state and federal employment withholding taxes and workers compensation for its employees. Napa Valley Unified School District will be responsible for all compensation and local, state, and federal withholding taxes and workers compensation for its employees.

It is the intention of the Napa County Probation Department and the Napa Valley Unified School District that this memorandum of understanding be renewed annually until one of the parties calls for termination or review upon 30 days of written notice.

Napa Valley Unified School District will provide a safe workplace for Juvenile Probation employees working on NVUSD premises to the same extent that it provides a safe workplace for NVUSD employees and students under the District's Safety/Injury and Illness Prevention Program. Juvenile Probation employees working on NVUSD premises are expected to be familiar with the Code of Safe Practices and Safe Work Practices Handbook of the NVUSD Safety Program. Juvenile Probation's failure to adhere to NVUSD safety workplace rules and regulations shall be cause for termination of this agreement.

All Juvenile Probation employees who provide services on NVUSD campus shall comply with the fingerprinting requirements set forth in Ed Code § 45125 or as amended, and the tuberculosis testing and risk assessment requirements of California Health and Safety Code § 121525 or as amended.

In addition to any other prohibition or provision, no Juvenile Probation employee who has been convicted of a violent or serious felony, or any sex offenses as defined in Ed Code § 87010 or as amended, shall be eligible to provide services on an NVUSD site.

Juvenile Probation agrees to indemnify and save NVUSD, its agents and employees, harmless from any and all claims, damage, costs in expenses in law or equity, including costs of suits and expenses for legal services caused by the independent acts of Juvenile Probation, its agents or employees, in connection with the performance of this agreement and the use of NVUSD property. NVUSD agrees to indemnify and save Juvenile Probation, its agents and employees, harmless from any and all claims, damage, costs, or expenses in law or equity, including cost of suits and expenses for legal services, caused by the independent acts of NVUSD, its agents or employees, in connection with the performance of this agreement and the use of property.

Napa County Probations Department:

Amanda Gibbs

Chief Probation Officer
Amanda Gibbs
212 Walnut Street
Napa, CA 94559

12-10-24

Date Signed

Board Approval: Vera Morales

Napa Valley Unified School District:

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Rosanna Mucetti
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Superintendent's Signature
Rosanna Mucetti
2425 Jefferson Street
Napa, CA 94558

11/15/2024

Date Signed

Date: 11/14/24

IN WITNESS WHEREOF, this Memorandum of Understanding is executed by County, acting by and through the Chair of the Board of Supervisors, and by Consultant through its duly authorized officer(s).

NAPA COUNTY, a political subdivision of
the State of California

By _____
JOELLE GALLAGHER, Chair of the Board of
Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>/S/ Corey S. Utsurogi</u> Deputy County Counsel</p> <p>Date: <u>11/20/2024</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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