



NAPA VALLEY
UNIFIED SCHOOL DISTRICT

This **Memorandum of Understanding** ("MOU") is between the Napa Valley Unified School District ("NVUSD") and the County of Napa. It shall serve as the Operational Agreement as required pursuant to the California Governor's Office of Emergency Services ("Cal OES") Bullying & School Violence Advocacy (XB) Program for Grant period January - December, 2020, as stated in its Request for Proposal.

1. **NVUSD** and community nonprofit project partner, **Mentis**, will assist students harmed by bullying and other crimes and coordinate services through its Student Services Department as follows:
 - Identify and make appropriate referrals to **County of Napa Victim/Witness Services Division – Office of the District Attorney; and**
 - Coordinate and receive training on victims' rights and services from **County of Napa Victim/Witness Services Division – Office of the District Attorney.**
2. **County of Napa Victim/Witness Services Division - Office of the District Attorney** agrees to:
 - Provide training to school social workers, counselors, parent liaisons, nurses, and other personnel on crime victims' rights and services;
 - Provide primary services to victims of bullying, school violence, and other related crimes as outlined in Penal Code Section 13835.5 (a):
 - Crisis intervention; emergency assistance; resource and referral counseling, direct peer counseling, assistance with state compensation claims, property return assistance, orientation to the criminal justice system, court escort, presentations to and training of criminal justice system agencies, public presentation and publicity, case status information, notification to friends, relatives and employers, and restitution assistance.
 - Optional services outlined in Penal Code Section 13835.5 (b) will be provided in conjunction with primary services as staffing permits;
 - Provide comprehensive criminal justice information and advocacy; and
 - Assist victims in completing the California Victim Compensation Program applications to ensure they have the best chance of receiving compensation.
3. **Hold Harmless/Defense/Indemnification.** To the full extent permitted by law, NVUSD shall defend at its own expense, indemnify, and hold harmless the County of Napa and its officers, agents, employees, volunteers or representatives from and against any and all liability, claims, actions, proceedings, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred in connection therewith, brought for or on account of, personal injury (including death), including but not limited to County of Napa employees, and the public, or damage to the property of any person or entity, which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of NVUSD, its officers, agents, employees, volunteers, representatives, contractors and subcontractors. This duty of NVUSD includes the duty of defense, inclusive of that set forth in California Civil Code Section 2778. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this MOU. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this MOU, provided that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.
4. **Term.** This MOU shall be in effect upon funding of the *Cal OES Bullying and School Violence*

Advocacy (XB) Program with an anticipated commencement date of January 1, 2020. This MOU shall terminate on December 31, 2020.

The signatures below indicate acknowledgement of and agreement with the terms and commitments under this MOU.

Allison Haley, District Attorney
County of Napa

Date

Paul Gero
County of Napa Victim/Witness Services

Date

Rosanna Mucetti, Superintendent
Napa Valley Unified School District

Date

Jose Hurtado, President
Napa Valley Unified School District Board

Date