

**AGREEMENT BETWEEN
NEVADA COUNTY SUPERINTENDENT OF SCHOOLS,
JOHN MUIR CHARTER SCHOOL AND
NEVADA COUNTY PROBATION**

This Agreement is among the Nevada County Superintendent of Schools (NCSOS), John Muir Charter School (JMCS), and Nevada County Probation (NC Probation), together the "Parties." The purpose is to set forth the terms by which NC Probation will provide School Liaison Officer services to JMCS and NCSOS at the Earle Jamieson campus on McCourtney Road.

NC Probation provides services to youth in the school setting, including direct service, case management and service referrals. The program objective is to increase school safety through providing emotional and behavioral support in an effort to prevent young people from being pulled into the criminal justice system by identifying and addressing risks/needs at early stages in their lives, rather than after they become justice involved. The SLO program targets issues and behaviors including truancy, anti-social behaviors, drug and alcohol use, students with anti-social peers, bullying, family stressors, mental health concerns, lack of pro-social recreation or activity and students that appear to be struggling in some capacity.

A. TERM OF AGREEMENT

The term of the agreement shall become effective upon final execution by all parties hereto and shall expire on June 30, 2025. Any party may terminate this agreement by giving 30 days written notice to the other parties.

B. SCOPE OF SERVICES

Nevada County Probation School Liaison Officer will:

1. Help sustain an inclusive, safe, and drug free environment.
2. Provide social emotional supports throughout the day by utilizing a trauma informed approach.
3. Create a place to process emotions safely, away from other students, and maintain balance on campus.
4. Provide law enforcement knowledge to assist students, who are on probation, to maintain good standing with their terms and conditions and to keep assigned probation officers up to date on school behavior and attendance and anything relevant that may arise.
5. Support the Principal in any activities, groups, and presentations as needed.
6. Maintain a strong connection to high-risk youth who are not on probation yet.
7. Provide a trauma informed approach to youth in the school setting.
8. Create pro social activities for John Muir students.

All Parties agree that JMCS, NCSOS and PC Probation staff may remove and/or dismiss any program participant due to behavior, safety concerns, or other extenuating circumstances without prior written notice. JMCS, NCSOS and PC Probation staff may notify local law enforcement of any incident or behavior that may jeopardize public safety immediately.

C. FISCAL

- a. JMCS and NCSOS agree to pay NC Probation up to \$100,000 for the provision of services under this Agreement during the term outlined in Section A.
- b. JMCS and NCSOS will split the cost of the Agreement equally, each responsible for 50% of incurred costs.
- c. NC Probation will bill JMCS and NCSOS monthly according to the terms of the Agreement.

D. GENERAL TERMS

1. Hold Harmless and Indemnification Agreement. To the fullest extent permitted by law, each Party (the "Indemnifying Party") hereby agrees to protect, defend, indemnify, and hold the other Party (the "Indemnified Party"), its officers, agents, employees, and volunteers, free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character resulting from the Indemnifying Party's negligent act, willful misconduct, or error or omission, including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the Indemnified Party arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the Indemnified Party) and without limitation, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the Agreement. The Indemnifying Party agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Indemnifying Party, using legal counsel approved in writing by Indemnified Party. Indemnifying Party also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against either Party or to enlarge in any way either Party's liability but is intended solely to provide for indemnification of the Indemnified Party from liability for damages, or injuries to third persons or property, arising from or in connection with Indemnifying Party's performance pursuant to this Agreement. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this Agreement.
2. Independent Agents. This Agreement is by and between independent agents and does not create the relationship of agent, servant, employee, partnership, joint venture and/or association between the independent agents.

3. Notice. All notices or demands to be given under this Agreement shall be in writing and given by 1) personal service or 2) US Mail, mailed either by registered or certified mail, return receipt requested with postage prepaid. Service shall be considered given when received, if personally served, or if mailed on the third day after deposit in any U.S. Post Office. The addresses for the parties are:

Nevada County Superintendent of Schools:

380 Crown Point Circle
Grass Valley, CA 95945
Attn: Scott Lay, Superintendent

John Muir Charter School:

960 McCourtney Road
Grass Valley, CA 95949
Attn: R. J. Guess

Nevada County Probation:

109 ½ N. Pine Street
Nevada City, CA 95959
Attn: Chief Jeff Goldman

4. Nondiscrimination. Any service provided by the parties pursuant to this Agreement shall be without discrimination based on the actual or perceived race, religious creed, color, national origin, nationality, immigration status, ethnicity, ethnic group identification, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, gender, gender identity, gender expression, sex, or sexual orientation, in accordance with all applicable Federal and State laws and regulations.
5. Confidentiality. The parties may be exposed to confidential client information in providing services under this Agreement and agree to abide by applicable confidentiality laws, including the Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR, Part 2); the Health Insurance Portability and Accountability Act (HIPAA) and its implementing regulations (42 U.S.C. § 1320d, et seq., 45 CFR, Parts 142, 160, 162, and 164); and federal and state laws regarding the confidentiality of criminal justice records (including, but not limited to, California Penal Code §§ 11105 et seq. and 13300 et seq.). The parties will implement security measures to protect the confidentiality of such data.
6. Insurance. All parties shall maintain in full force insurance or self-insure against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by either party, its agents, representatives, or employees. Insurance requirements may be satisfied by coverage through a joint powers authority. It is agreed that All Parties shall each maintain at all times during the performance of this Agreement insurance coverage or self-insurance in the amounts of not less than one million dollars (\$1,000,000) to cover all of its operations, specifically, but not limited to, not less than one million dollars (\$1,000,000) general liability, one million dollars (\$1,000,000) automobile liability, one million dollars (\$1,000,000) workers' compensation, one million dollars

(\$1,000,000) professional liability (Errors and omissions), and one million dollars (\$1,000,000) cyber liability.

7. Entire Agreement. This Agreement constitutes the entire understanding of the parties. All prior understandings, terms or conditions are deemed merged into this Agreement. Any changes to this Agreement must be agreed to in writing by all parties.
8. Execution. The undersigned represent that they are authorized representatives of the parties. This Agreement may be executed in counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same document. Photographic copies of the signed counterparts may be used in lieu of the originals for any purpose.

Scott Lay
Superintendent
Nevada County Superintendent of Schools

Date:

Jeff Goldman
Chief Probation Officer
Nevada County Probation

Date:

R. J. Guess
Chief Executive Officer
John Muir Charter School

Date:

Hardy Bullock
Chair, Board of Supervisors

Date:

Attest: Clerk of the Board of Supervisors

Date:

Approved as to Form – County Counsel

Date: