

**MEMORANDUM OF UNDERSTANDING BETWEEN  
COUNTY OF MONTEREY PROBATION DEPARTMENT AND  
MONTEREY COUNTY OFFICE OF EDUCATION FOR  
UNITED WAY MONTEREY COUNTY CHILDREN’S COORDINATOR POSITION**

**DECLARATION**

This Memorandum of Understanding (“MOU”) is between the County of Monterey Probation Department (“Probation”) on behalf of the County of Monterey (“County”) and Monterey Office of Education (“MCOE”).

**PURPOSE**

The purpose of this MOU is to identify the roles and responsibilities of the affected parties in support of the Children’s Council Coordinator position, and to create a means for invoicing salary and administrative costs to the funding parties.

**BACKGROUND**

The Children’s Council of Monterey County requires the services of a Coordinator. United Way of Monterey County has agreed to employ the services of a professional and provide administrative supervision to the Children’s Council Coordinator.

The Children’s Council has agreed to pay its share of the expenses through four (4) local entities represented on the Council: Probation, Department of Social Services (DSS), Health Department, and MCOE. The County is entering into a separate agreement with United Way of Monterey County for the provision of a Children’s Council Coordinator for the period of July 1, 2026 through June 30, 2027. Probation will serve as the fiscal agent for the agreement and will invoice each partner separately. Individual payments by Probation, DSS, Health Department, and MCOE shall not exceed **\$14,050** annually.

This MOU covers the agreement between MCOE and Probation. A separate MOU will be developed between DSS, Health Department, and Probation.

United Way of Monterey County shall be the employer of record for the Children’s Council Coordinator and provide administrative supervision to the position. A position description is attached as **Exhibit A** of this MOU. United Way of Monterey County will provide an office, furniture, phone, computer, and other office support.

**GENERAL PROVISIONS**

The Children’s Council will pay its share of expenses through four (4) entities represented on the Council: Probation, DSS, Health, and MCOE. The four entities each agree to pay one-quarter of the total actual expenditures amount: a maximum contribution of **\$14,050** each annually, to be paid in quarterly installments of up to **\$3,512.50**, for a total maximum of **\$56,200** to cover salary

and benefits costs for a half-time position (25 hours per week), and the operating expense to support the position. A budget for this position is attached to this MOU as **Exhibit B**. Probation will receive an interdepartmental electronic transfer (IET) at the end of each quarter from DSS in the amount of up to \$3,512.50; and will create an IET at the end of each quarter on behalf of Health to Probation for the agreed upon share of actual costs. Probation will submit an invoice to MCOE each quarter and process the deposit of their payment to the County Auditor-Controller's Office upon receipt.

## **DISPLACEMENT**

The parties to this MOU agree that the employment of the Children's Council Coordinator will not result in displacement.

Displacement is defined as:

- a) Displacement or partial displacement of current employees, etc.
- b) The filling of positions, which would otherwise be promotional opportunities for current employees.
- c) The filling of a position, prior to compliance with applicable personnel procedures or provisions of collective bargaining Agreements.
- d) The filling of established unfilled public agency positions, unless the positions are unfunded in a public agency budget.
- e) The filling of a position created by termination, layoff, or reduction in work force, etc.
- f) A strike, lockout or other bona fide labor dispute, or violation of any existing collective bargaining agreement between employees and employers.
- g) The filling of a work assignment customarily performed by a worker in a job classification within a recognized collective bargaining unit in that specific work site, or funded positions are vacant or regular employees laid off.
- h) The termination of a contract for services, prior to expiration date, that results in displacement full or partial of workers performing contracted services.
- i) The denial to a participant or employee of protection afforded other workers on the work site by state and federal laws governing workplace health, safety, and representation. WELFARE & INSTITUTIONS CODE §11324.6.

## **INDEMNIFICATION AND INSURANCE**

**Mutual Indemnification:** Except as otherwise required by applicable law, the County of Monterey and MCOE agree that each party shall be responsible for their own actions, including

but not limited to any negligent and/or intentional acts and/or omissions of its officers, agents and employees; and neither party shall be responsible for the acts and/or omissions of the other. Each party therefore agrees to hold harmless and indemnify the other party against any and all claims, demands, suits, judgments, expenses and costs of any and every kind, insofar as it may legally do so, on account of the injury to or death of persons or loss of property arising in any manner out of the indemnifying party's performance of the terms of this MOU.

During the term of this MOU, both parties shall obtain and maintain or provide proof of (a) commercial general liability insurance or a program of self-insurance, including but not limited to premises, personal injuries, products, and completed operations, with a combined single limit of not less than \$1,000,000 per occurrence and (b) workers' compensation insurance in accordance with California Labor Code section 3700 or an authorized program of self-insurance, with a minimum of \$1,000,000 per occurrence for employer's liability.

### **FISCAL**

Probation will invoice MCOE quarterly for payment of reimbursement, and will submit a statement of expenses to:

Monterey County Office of Education  
P.O. Box 80851  
Salinas, CA 93912

### **TERM**

This MOU shall commence effective **July 1, 2026** and remain in full force and effect through **June 30, 2027**. If funding is available for subsequent years, this MOU will be reviewed and may be updated or revised by mutual consent.

Either party may terminate this MOU upon giving at least thirty days written notice of such termination to the other party. Upon such termination, Probation shall be reimbursed for all services provided to MCOE, up to and including the date of termination.

Neither party shall assign, sell, mortgage, hypothecate or otherwise transfer its interest or obligations in this MOU without the prior consent of the other party.

No alteration, modification, or variation of the terms of this MOU shall be valid unless made in writing and signed by the parties hereto. No oral understanding or agreement not incorporated herein shall be binding on either party hereto.

### **NOTICES**

Notices to the parties in connection with this MOU shall be given personally or by regular mail addressed as follows:

To County of Monterey:

Jose Ramirez, Chief Probation Officer  
Monterey County Probation Department  
20 E. Alisal Street  
Salinas, CA 93901

To Monterey County Office of Education:

Colleen Stanley, Chief Business Official  
Monterey County Office of Education  
901 Blanco Circle  
Salinas, CA 93912-0851

We, the undersigned, as authorized representatives of the **COUNTY OF MONTEREY PROBATION DEPARTMENT AND MONTEREY COUNTY OFFICE OF EDUCATION** do hereby approve this document:

**COUNTY OF MONTEREY**

**PROBATION DEPARTMENT**

Signature of Chief Contracts &  
Procurement Officer

Date:

*Approved as to Content:*

Signed by:  


Signature of Chief Probation Officer

Date: 7/31/2026

*Approved as to Form:*

Signed by:  


Anne K. Brereton  
Deputy County Counsel

Date: 7/31/2026

*Approved as to Fiscal Provisions:*

DocuSigned by:  


Deputy Auditor/Controller

Date: 7/31/2026

**MONTEREY COUNTY OFFICE OF  
EDUCATION**

**CONTRACTOR**

Signed by:  
By: 

Colleen Stanley, Associate Superintendent/  
Chief Business Official, MCOE

Date: 7/10/2026

## **EXHIBIT A**

### **CHILDREN'S COUNCIL COORDINATOR Position Description**

This position functions as the Coordinator and technical administrator for the Monterey County Children's Council and will work towards the achievement of an integrated system of children's services. The Coordinator is the information and communications liaison to organizations that directly address children's issues and provide services to Monterey County children and families.

The Children's Council Coordinator will work under the administrative direction of the President of United Way of Monterey County and will receive policy and program direction from the Executive Committee of the Monterey County Children's Council. The following items represent the Scope of Work and specific responsibilities of this position:

1. Serves as an administrative and information resource to the Children's Council and as a liaison to United Way.
2. Promotes and assists with the development of collaboration between member organizations, school districts and community-based organizations. Initiates and participates in countywide planning for the provision of children's services in an integrated system.
3. Establishes and maintains effective working relationships with community organizations, government agencies and the general public; represents the Children's Council at a variety of meetings and functions; serves as an information resource to the community.
4. Prepares and delivers presentations regarding children's services, activities and needs to the Council, County Board of Supervisors, Children and Families Commission and other agencies, councils, commissions and /or community groups.
5. Facilitates support as needed (including expense reimbursement or stipends) to help community members participate or present community perspectives to the Council.
6. Reviews and reports to the Children's Council on proposed and existing legislation related to children's issues, services and programs.
7. Assists the Children's Council in the development of a countywide plan for children's services that identifies unmet needs, duplication of services, new programs and resources to address the needs of children and their families.
8. Assists in the preparation of the Children's Council annual report to the County Board of Supervisors.
9. Provides support to the Children's Council's standing and ad hoc committees.
10. Assists in the development of program services standards (benchmarks/best practices) and in setting priorities for policy development.

11. Identifies and recommends potential candidates for membership for current and/or anticipated vacancies on the Council.
12. Provides orientation to new Council members related to membership responsibilities.
13. Prepares meeting agendas and completes meeting minutes and correspondence for the Children's Council.
14. Maintains Children's Council website integrity and acts as liaison to website technical consultants, overseeing any professional support services to maintain online information.
15. Facilitates Children's Council site reviews and participates in the development of outcome evaluation methodology and procedures for program services and system evaluation.
16. Other duties as assigned.

**EXHIBIT B**

**BUDGET**

| <b><u>Budget Line Item</u></b>                                                           | <b><u>Budget Amount</u></b> |
|------------------------------------------------------------------------------------------|-----------------------------|
| Salary Part-time Coordinator*<br>(Includes employee benefits and employer payroll taxes) | \$43,459.00                 |
| Consulting Fees                                                                          | \$11,000.00                 |
| Travel including mileage/parking**                                                       | \$600.00                    |
| Meetings<br>(Includes presenter stipends and incidental expenses)                        | \$1,000.00                  |
| Printing                                                                                 | \$141.00                    |
| <b>TOTAL</b>                                                                             | <b>\$56,200.00</b>          |

\* Not to exceed twenty-five (25) hours per week.

\*\* Must comply with County Travel Policy.