

**MEMORANDUM OF UNDERSTANDING
BETWEEN
FIRST 5 COMMISSION OF TUOLUMNE COUNTY
AND
TUOLUMNE COUNTY SUPERINTENDENT OF SCHOOLS
FOR
DIRECTOR SERVICES**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into this 18th day of May, 2021, by and between the First 5 Tuolumne County Commission, (“Commission”), and the Tuolumne County Superintendent of Schools, (“TCSOS”).

WITNESSETH:

WHEREAS, the voters of the State of California have enacted the California Children and Families First Act of 1998 (hereinafter “the Act”), codified in Health and Safety Code Section 130100 et seq.; and

WHEREAS, the Board of Supervisors of the County of Tuolumne pursuant to the Act established the First 5 Tuolumne County Commission, and the First 5 Tuolumne County Trust Fund through enactment of Tuolumne County Ordinance Code Chapter 8.40; and

WHEREAS, the Commission, by County ordinance, has the power to enter into contracts necessary to implement its strategic plan for the purposes of promoting, supporting, and improving the early development of children within the County as outlined in the Act; and

WHEREAS, the Commission requires “Director Services” including but not limited to administrative, internal fiscal services, evaluation, facilitation, and planning services in order to operate effectively as a Commission and implement its strategic plan; and

WHEREAS, TCSOS has special expertise in the management of governmental entities and has worked with the Commission in mobilizing the community to develop the strategic plan that is required to expend First 5 funds in Tuolumne County; and

WHEREAS, TCSOS proposes to provide staff support (1) to assist the Commission in supporting early childhood development programs and services for eligible Tuolumne County children ages birth to five; (2) to assist the Commission in developing and maintaining community partnerships to support families; and (3) to assist the Commission with maintaining an updated and relevant strategic plan. In furtherance of these objectives, TCSOS proposes to provide to the Commission, and the Commission agrees to accept, certain services set forth herein.

NOW, THEREFORE, in consideration of their mutual covenants and conditions, the parties hereto agree as follows:

1. PURPOSE

- 1.1 The purpose of this MOU is for the TCSOS to provide Director Services to the Commission as set forth herein and in more detail in Exhibit A, attached hereto and incorporated herein.

2. TERM

- 2.1 The term of this MOU shall commence on July 1, 2021, and terminate on June 30, 2025 unless extended as provided by this MOU.

3. COMMISSION'S RESPONSIBILITIES

- 3.1 The Commission shall reimburse the TCSOS for services, equipment, staff time, and ancillary support provided to the Commission pursuant to this MOU. Each fiscal year the Commission shall budget an annual compensation for the Director services based on the funding it receives. The annual compensation paid to the TCSOS shall be negotiated between the Commission and the TCSOS and shall be set forth in an amendment to this MOU.
- 3.2 Oversight: The Commission, acting through the majority will of its Commissioners, shall at all times exercise ultimate control over the assets and operations of the Commission. TCSOS shall perform the functions described in this MOU in accordance with the policies, directives, and bylaws adopted by the Commission to the extent they are consistent with the policies of state law, including but not limited to Health and Safety Code Section 130100 et seq. and the County of Tuolumne Ordinance Code, Chapter 8.40. Commission retains the final authority and responsibility regarding the powers, duties, and responsibilities vested in the Commission by law and applicable regulation including but not limited to: Strategic plan development, implementation and evaluation, contractual terms of all Commission contracts and operating and capital budgets.
- 3.3 Commission shall continue to seek legal services from the County of Tuolumne, Office of the County Counsel for all Commission related legal advice or representation and shall be charged directly to the Commission. TCSOS shall continue to seek all personnel and employment related legal advice and/or representation from its counsel of record.
- 3.4 First 5 Funds shall be received and held by the County of Tuolumne Treasurer. First 5 accounting shall be provided by the County of Tuolumne Auditor's Office, under the provisions of the MOU between the County of Tuolumne and the Commission. The required outside annual fiscal and performance audit shall be contracted for by the County of Tuolumne Auditor and shall be charged directly to the Commission.

4. OBLIGATIONS RELATED TO TCSOS PERSONNEL:

- 4.1 TCSOS shall recruit and employ a qualified individual for the classified management position of Director.
- 4.2 TCSOS shall include at least two members of the Commission on the Interview Screening Committee.
- 4.3 TCSOS retains final authority to employ the individual it deems best able to perform the duties of this assignment.
- 4.4 TCSOS shall develop a job description for the position of Director based on Exhibit "A." TCSOS shall provide a copy of the job description to the Commission for their review and approval.
- 4.5 The individual employed by TCSOS for the Director shall be a classified employee of TCSOS and shall be subject to all policies and procedures of TCSOS. TCSOS shall be responsible for evaluating and making all employment-related decisions.
- 4.6 The Commission retains the right to provide input to TCSOS regarding the Director's performance. If the Commission and TCSOS shall disagree regarding the quality of the Director's performance, the Commission retains the right to terminate this MOU by providing written notice to TCSOS pursuant to Section 7.2.

5. COMPENSATION

- 5.1 Payment Schedule: Funds shall be provided through a reimbursement schedule. TCSOS shall submit quarterly reimbursement requests. The Commission shall reimburse TCSOS within thirty (30) days of approved reports. The funds shall be reimbursed for line items attached as Exhibit B in this MOU, and in annual approved budgets thereafter.
- 5.2 Accounting and Cash Management: TCSOS shall have in place established fiscal controls, record keeping and fund accounting procedures to ensure the proper disbursement of, and accounting for, program funds paid to it and disbursed by it, under this Agreement.
- 5.3 Audit and Access to Records: TCSOS shall maintain and make available to auditors, accounting and program records including supporting source documentation and shall cooperate with the County's auditor. TCSOS and/or auditors performing audits of the TCSOS or its subcontracting service providers shall immediately report to the Commission any incidents of fraud, abuse, or other criminal activity in relation to this MOU, or to the Children and Families Act of 1998. TCSOS shall retain all records pertinent to this MOU for a period of three years from the date of final payment of this MOU. If, at the end of three years, there is litigation or an audit involving those records, TCSOS will retain the

records until the resolution of such litigation or audit. The Commission or their designee will have access to and right to examine, monitor, and audit all records, documents, conditions, and activities related to services provider under this MOU, unless such records or documents are confidential pursuant to State or Federal law.

6.TCSOS'S RESPONSIBILITIES

- 6.1 Provide a staff member to function as the Director to support the Commission activities and be a central contact person for the Commission, who in conjunction with TCSOS and the Commissioners, will liaison with County of Tuolumne staff, community partners, state representatives, and other counties. The Director will support and oversee the work of other staff and consultants serving the Commission and will be responsible for overall coordination of the planning, implementation, evaluation, and administrative activities including annual budget management.
- 6.2 The Director shall assume the responsibility for arranging and supporting meetings of the Commission and its committees.
- 6.3 TCSOS shall provide office and meeting space, telephone, internet access, voice mail service, copy and fax machine, desktop, computers, materials and supplies for TCSOS staff carrying out assignments for the Commission.
- 6.4 Under the direction of the Director, TCSOS shall purchase any equipment required by it (TCSOS) to carry out its contractual obligations under this Agreement in accordance with the policies adopted by the Commission and will then be reimbursed by the Commission for those purchases. Title to such property shall be held by the Commission.
 - 6.4.1 Fixed Asset Provision: Fixed assets are those tangible assets of significant value having a utility which extends beyond the current year that are broadly classified as land, buildings and improvements, and equipment. Significant value is defined as a cost of \$5,000.00 or more. Commission shall consider those items costing less than \$5,000.00 per unit, but whose total cost for units purchased for the project exceeds an aggregate amount of \$5,000.00, to qualify for this provision. This MOU shall not be used for the purchase of any fixed assets without prior consent by the Commission.
 - 6.4.2 Other Property: All property which is not considered a fixed asset, including finished or unfinished documents, data, studies and reports prepared or purchased by the TCSOS under this MOU, will be disposed of in accordance with the direction of the Commission. Any small tools and/or equipment (not considered fixed assets) furnished to the TCSOS by the Commission and/or purchased by the TCSOS with funds pursuant to

this MOU, will be limited to use within the activities outlined in this MOU and will remain the property of the Commission. Upon termination of this MOU, TCSOS shall dispose of such small tools and/or equipment in accordance with the direction of the Commission.

- 6.5 The Director will oversee preparation, negotiation, coordination and management of the terms of the Commission agreements.
- 6.6 The Director shall provide supervision for Consultants hired by the Commission that provide services to the Commission.
- 6.7 TCSOS shall provide support necessary to carry out its functions, including computer or technical support.
- 6.8 The Director shall prepare an annual budget that sets forth major spending categories, anticipated revenue, expenses and capital expenditures to be presented to the Commission for its approval; shall coordinate the preparation of required fiscal audits and provide internal fiscal and accounting functions of the Commission with direction provided by the Chair of the Commission. The Director will coordinate with the County of Tuolumne Auditor/Controller for all financial transactions and reports and provide additional accounting services if needed to carry out Commission business.
- 6.9 The Director shall monitor the fiscal activity of the Tuolumne County First 5 trust account and shall work closely with the Tuolumne County Auditor to make deposits, prepare disbursement documents, and prepare other accounting documents in accordance with the policies and procedures of the County of Tuolumne. The Director shall be assisted in these actions by TCSOS fiscal staff, as allowed by the annual budget agreement.

7. TERMINATION

- 7.1 If either party materially breaches any covenant, term, and/or condition of this MOU in any manner, the breaching party shall have a period of thirty (30) business days in which to cure the breach after written notice thereof is presented specifying the nature of the breach and requesting it be cured. In the event the breach remains uncured at the end of the 30-day period after written notice is given, this MOU may be terminated by either party by giving 30 days written notice of termination to the other party.
- 7.2 This MOU may be terminated without cause by either party by giving a minimum of sixty (60) days written notice of termination to the other party.
- 7.3 Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation: This MOU is entered into with the assumption that the first source of funding will come from that portion of the Commission's trust fund that is committed for expenditures under this MOU. The remainder of the funding will come from tobacco tax revenues that are projected to be available in future

fiscal years, under the provisions of the guiding state legislation, Health and Safety Code Section 130100-130155, and through Agreements with the California Children and Families Commission. This information is published in the annually adopted First 5 Tuolumne County Commission Long Term Financial Plan.

- 7.4 If there is a legal ruling that renders the Commission unable to disburse the funds in the Commission's trust fund, this MOU will terminate, without penalty, liability or expense of any kind on the date defined by that legal ruling.
- 7.5 If sufficient tobacco tax funds are not made available to the Commission at the funding level provided in this MOU, and if there are no longer Commission trust funds committed for this MOU, this MOU will terminate, without penalty, liability or expense of any kind, at the end of the term for which sufficient funds are appropriated.
- 7.6 This MOU will terminate, without penalty, liability or expense of any kind to the Commission, at the end of any fiscal year in the event that: (1) funds are not appropriated for the next succeeding fiscal year; and (2) there are no remaining Commission trust funds committed for this MOU. If funds are appropriated for a portion of the fiscal year, this MOU will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated, when there are no remaining trust funds committed for this Agreement.
- 7.7 If the Commission's budget precludes the continued employment of the Director's position, the Commission needs to provide notice in writing to TCSOS. TCSOS agrees to immediately discontinue the services of the Director's position pursuant to this MOU. Since the Director would be entitled to sixty (60) calendar days' notice of the discontinuation of his or her position, the Commission agrees to reimburse TCSOS for the Director's position through the end of those 60-calendar day period.

8. NON-ASSIGNMENT

- 8.1 Neither party shall assign, transfer or sub-contract this MOU nor their rights or duties under this MOU without the prior written consent of the other party.

9. RECORDS

- 9.1 All Parties subject to this MOU shall maintain a record of services provided in sufficient detail to permit an evaluation of the MOU. All such records shall be made available during normal business hours to authorized representatives of Commission, TCSOS, State, and Federal governments during the term of this MOU and during the period of record retention for the purpose of program review and/or fiscal audit.

10. COMPLIANCE WITH LAWS/POLICIES

10.1 The parties shall comply with all applicable rules and regulations set forth in Health and Safety Code Section 130100 et seq. and Tuolumne County Ordinance Code Chapter 8.40 and any subsequent reporting requirements as directed by the State.

11. CONFIDENTIALITY

11.1 The parties shall act in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality, including but not limited to, California Civil Code section 56 et seq., Welfare and Institutions Code sections 5328, 10850 and 14100.2, Health and Safety sections 11977 and 11812, 22 California Code of Regulations section 51009, and 42 Code of Federal Regulations sections 2.1 et seq., and Education Code Section 44031. The parties shall ensure that no list of persons receiving services under this MOU is published, disclosed, or used for any other purpose except for the direct administration of the program or other uses authorized by law that are not in conflict with requirements for confidentiality.

12. NON-DISCRIMINATION

12.1 During the performance of this MOU, the parties shall not unlawfully discriminate against any employee or applicant for employment, or recipient of services, because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age, gender or sexual orientation or identity, pursuant to all applicable State and Federal statutes and regulations.

13. RELATIONSHIP OF PARTIES

13.1 It is understood that this is a Memorandum of Understanding by and between two (2) separate public agencies and is not intended to and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture or association.

14. NO THIRD PARTY BENEFICIARIES

14.1 The Commission and TCSOS agree it is their specific intent that no other person or entity shall be a party to or a third-party beneficiary of this MOU or and attachment or addenda to this MOU.

15. INDEMNIFICATION

15.1 Each party hereto agrees to be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees to the full extent required by law.

16. NOTICE

16.1 Any and all notices, reports or other communications to be given to Commission or TCSOS shall be given to the persons representing the respective parties at the following addresses:

TCSOS:	COMMISSION:
Cathy Parker County Superintendent of Schools Tuolumne County Superintendent of Schools 175 Fairview Lane Sonora, CA 95370 (209) 536-2000	Michelle Clark First 5 Commission Chair (current) 20111 Cedar Road North Sonora, CA 95370 (209) 533-5774 <i>All communications should be provided to the current First 5 Chair. This information shall be available and current on the First 5 website at www.first5tuolumne.org or can be provided by the First 5 Director.</i>

17. PUBLIC RECORDS ACT

17.1 TCSOS is aware that this MOU and any documents provided to the Commission may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of TCSOS to clearly identify information in those documents that it considers to be confidential under the California Public Records Act. To the extent that the Commission agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

18. ENTIRE AGREEMENT AND MODIFICATION

18.1 This MOU contains the entire agreement of the parties relating to the subject matter of this MOU and supersedes all prior agreements and representations with respect to the subject matter hereof. This MOU may only be modified by a written amendment hereto, executed by both parties. If there are exhibits attached hereto, and a conflict exists between the terms of this MOU and any exhibit, the terms of this MOU shall control.

19. ENFORCEABILITY AND SEVERABILITY

19.1 The invalidity or enforceability of any term or provisions of this MOU shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

20. DISPUTES

20.1 The parties agree to use good faith efforts to resolve any disputes prior to bringing any action to enforce the terms of this MOU.

- 20.2 Should it become necessary for a party to this MOU to enforce any of the provisions hereof, the prevailing party in any claim or action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees.
- 20.3 It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the Commission of Tuolumne, State of California.

21. CAPTIONS

- 21.1 The captions of this MOU are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this MOU.

22. COUNTERPARTS

- 22.1 This MOU may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

23. OTHER DOCUMENTS

- 23.1 The parties agree that they shall cooperate in good faith to accomplish the object of this MOU and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

24. CONTROLLING LAW

- 24.1 The validity, interpretation and performance of this MOU shall be controlled by and construed under the laws of the State of California.

25. AUTHORITY

- 25.1 Each party and each party's signatory warrant and represent that each has full authority and capacity to enter into this MOU in accordance with all requirements of law. The parties also warrant that any signed amendment or modification to the MOU shall comply with all requirements of law, including capacity and authority to amend or modify the MOU.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding on the day and year first herein above written.

First 5 Tuolumne County Commission:	Tuolumne County Superintendent of Schools:
<hr/> Michelle Clark First 5 Commission Chair	<hr/> Cathy Parker County Superintendent of Schools Tuolumne County Superintendent of Schools
APPROVED AS TO LEGAL FORM:	
<hr/> Maria Sullivan Commission Counsel	<hr/> Byron C. Smith General Counsel for TCSOS

Exhibit A

PAYMENT FOR SERVICES UNDER THIS AGREEMENT

All costs incurred by the TCSOS for salary and benefits for the Director and staff authorized by the Commission shall be reimbursed by the Commission. The Director shall report percentage of time spent in activities considered administrative, program, or evaluation, as described by the Commission Policy and Procedure Manual, and these percentages shall be broken down in the invoice.

Copying, postage, travel reimbursement, supplies and other direct charges incurred for office support of Commission staff shall be reimbursed by the Commission. Fiscal services, not to exceed budgeted amounts, shall be reimbursed to TCSOS by the Commission. TCSOS will apply an indirect support charge to all direct costs. Indirect rate will be determined each year starting at 8.81 percent (8.81%).

Invoices shall be attached to prepared warrants, signed by an authorized Commission Officer, and submitted to the County of Tuolumne's Auditor's Office for payment.

Charges incurred as part of the normal work of the Director or the Commission and identified in the Commission operating budget, such as First 5 Association dues, meeting costs, public notices, outside website maintenance fees and other costs not directly linked to personnel or office support shall be charged directly to the Commission by approved staff through claims and warrants to the County Auditor's Office.

All charges to the Commission will be billed quarterly under this agreement and shall be paid by the Commission within 30 days of presentation of an invoice by the TCSOS.

SERVICE INDICATORS

Indicators for all duties and responsibilities under this agreement.

ADMINISTRATIVE SERVICES

Commission Operations Support. Work with the Commission to fulfill the responsibilities outlined in the Children and Families First Act, Tuolumne County Ordinance Chapter 8.40, and the Commission's bylaws.

Indicators/Deliverables:

- Commission meeting agendas set and distributed in a timely manner;
- Commission meeting minutes taken and maintained;
- All Commission records maintained according to the provisions regarding records retention in the Commission's *Policy and Procedure Manual*;

- All public meeting notice requirements met, including posting of the agenda according to the Ralph M. Brown Act, and required public hearing notices;
- Evidence of smooth coordination of services with other contractors, as applicable;
- Training opportunities, technical assistance and consultation provided, as appropriate, to members of the Commission and any committees established by the Commission.
- Systems in place to promote timely and effective communication between the Commission, the Director, and other contractors;
- Policies and procedures manual for the Commission monitored and updated.
- Recruitment of new commissioners and Ex-Officio Commissioners, advisement of deadlines for terms and renewals, coordination with the Board of Supervisors in advertising new openings, and ensuring Commission process for input.
- Orientation for New Commissioners
- All Commissioners advised and assisted with requirements of holding office, including required filings of Form 700.
- Services provided by other contractors are directed and reviewed for quality and timely completion.

Planning. Annually update the Commission’s Strategic Plan and the Long-Term Financial Plan.

Indicators/Deliverables:

- Strategic Plan updated annually.
- Long-term Financial Plan updated annually.
- Appropriate level of research conducted and shared with the Commission on local indicators, as well as promising practices and programs with demonstrated successful outcomes for young children and their families.

Fiscal Management. Provide overall tracking and management of funds in the County’s Children and Families Trust Fund.

Indicators/Deliverables:

- Annual budget developed and administered according to the guidelines established by the Commission.
- All expenditures, including those incurred by other contractors, entered into the county accounting system by approved budget category.
- Accurate and appropriate records maintained regarding income, expenditures, and the balance of the Trust Fund, in close cooperation with the County of Tuolumne’s Auditor’s office. Financial status report provided at Commission meetings in an easily accessible format.
- Outside Auditor is provided with all the financial and programmatic information necessary to respond to the audit guidelines issued by the State Controller’s Office, including prepared year-end financial statements.
- Explore opportunities to blend or obtain innovative funding for new and existing programs and projects.
- Applications for public and private funds completed, as requested by the Commission
- Ensure compliance with grant regulations and requirements

- Maintain compliance with the First 5 California Small Population County Funding Augmentation (SPCFA)

Fund Allocation. Assist the Commission in the allocation of funds accumulated in the County's Children and Families Trust Fund.

Indicators/Deliverables:

- Documented process and timetable in place for making funding decisions on programs and services outlined in the strategic plan.
- Fund allocation process conducted smoothly, through Commission directed strategies, which may include: collaborative community processes, issuance of competitive RFPs, receiving and managing proposals and applications, and coordination of the proposal review process.

Contract Management – Financial Monitoring. Administer grants and contracts to ensure strict accountability over the use of funds and ensure compliance with contract provisions.

Indicators/Deliverables:

- Draft, with counsel review, all legally binding documents, such as contracts for services, MOUs, and other documents as needed.
- Contracts established in a timely manner with each organization funded by the Commission.
- Documentation recorded on quarterly contract monitoring for financial accountability.

Oversight of Outside Funding Initiatives, As Needed. Ensure that all initiatives with outside funding are implemented in a timely fashion, are monitored and evaluated, and meet the conditions of the contract agreement.

Indicators/Deliverables:

- Appropriate subcontracts for services negotiated in a timely manner, and monitored for contract compliance.
- Contract deliverables completed in accordance with contract stipulations and in a timely manner.

Public and Provider Relations. Oversee the development of a communication system that facilitates information sharing between the Commission, the general public, policy makers, stakeholders, and with consumers and providers of early childhood development services.

Indicators/Deliverables:

- FIRST 5 Tuolumne Website maintained with current information.
- Commission funding opportunities, training events and planning efforts are widely publicized, through mailings, website announcements, social media, and other outreach, as appropriate.
- Communicate the vision of First 5 with local media and legislators.

Legal Requirements, Tracking, and Compliance. Ensure that the Commission is in compliance with all state statutes and local ordinances.

Indicators/Deliverables:

- An annual fiscal and compliance audit is completed, in cooperation with the County of Tuolumne's Auditor's Office and the outside auditor.
- Commission is informed on changes in state and local laws and regulations affecting the Commission. New policies and practices are implemented to ensure compliance.

State-level Involvement and Advocacy. Access information from the First 5 California Children and Families Commission, and the First 5 Children and Families Association. Link the Commission with resources and programs available through these entities and represent the Commission at state-wide meetings.

Indicators/Deliverables:

- Commission is informed regarding activities of the State Commission, the First 5 Association of California, and regional First 5 workgroups, with specific focus on rural county issues.
- Commission is informed about all relevant state Commission and Association resources for counties, and linked, where appropriate, to these resources.
- Rural issues and concerns are represented in statewide planning efforts to guide program development, training events, augmentations, evaluation requirements and/or financial reporting requirements.
- Actively participate in regional and statewide First 5 networks.

PROGRAM SERVICES

Contract Management -- Program Monitoring Administer grants and contracts to ensure compliance with contract provisions for quarterly benchmarks.

Indicators/Deliverables:

- Documentation recorded on quarterly contract monitoring for performance.
- Documentation on site visits, contract performance meetings, technical assistance, and other program related monitoring and assistance activities provided where indicated.

Collaboration and Integration of Services. As time permits, assist the Commission in promoting coordinated planning, service delivery, information sharing and other initiatives with and among providers of early childhood development, health services, and family support services.

Indicators/Deliverables:

- As, directed, represent the Commission through involvement in local initiative planning, convening of groups or other collaborative planning efforts for critical 0-5 efforts.
- Collaborate across multiple counties with systems-change initiatives.

Program Duties For Outside Funding Initiatives, As Needed. Ensure that coordination and program monitoring for all initiatives with outside funding meet the conditions of the contract agreement. These duties can be jointly assumed by TCSOSs or wholly assumed by Commission staff.

Indicators/Deliverables:

- Act as the lead agency for Tuolumne County QRIS.
- Coordinate seamless services and integration between sites, funding sources, evaluation requirements and database.

Technical Assistance. Directly provide (or link) grantees with the technical assistance resources necessary to provide quality and responsive 0-5 services.

Indicators/Deliverables:

- As directed or prioritized by the Commission, grantees are assisted with requests for grant writing, fundraising, or other capacity-building activities.
- Grantees are provided with information on technical assistance resources appropriate to their service strategies.
- Co-administer the multi-agency database for QRIS/Quality Counts Initiative

EVALUATION SERVICES

Evaluation. Define and report measurable outcomes of the commission's programs, services and projects using appropriate, reliable indicators.

Indicators/Deliverables:

- Work with the Commission to annually review the best strategy for providing evaluation services and to ensure that either contracts or an internal staffing plan is in place for full coverage of evaluation needs and responsibilities outlined in the guiding legislation. Develop an evaluation strategy that seamlessly links with the state commission evaluation strategy.
- Develop criteria to evaluate the performance of each funded project. Provide technical assistance to all grantees in the development of an evaluation strategy specific to their project that will provide outcome information to the Commission as well as meet the First 5 California criteria for evaluation reporting.
- Develop or acquire data collection instruments, information systems and other tools necessary to implement the County's evaluation plan.
- Where necessary or appropriate, conduct data analysis of funded programs for year-end report.
- Generate timely, reliable periodic reports that show the performance of individual contracts, as well as the outcomes being achieved for young children and their families.
- Ensure that subcontractors participate in all required state evaluation systems.
- Prepare an annual report in compliance with the state statues and guidelines for the First 5 California Children and Families Commission and submit in a timely fashion.

**Exhibit B
BUDGET**

The budget, following, is for the period of July 1, 2021 through June 30, 2025. An annual budget for the subsequent years covered under this agreement shall be mutually agreed upon annually, no later than May 15th of each fiscal year, by Commission action.

For the period of July 1, 2021 through June 30, 2025:

Budget Detail

		First 5 Tuolumne				
		Classified Management Salary Schedule				
		Step 1	Step 2	Step 3	Step 4	Step 5
Director First Five	Daily Rate	\$359.13	\$369.90	\$381.00	\$392.43	\$404.20
Days/Year	225	\$80,804.25	\$83,228.38	\$85,725.23	\$88,296.99	\$90,945.90
	180	\$64,643.40	\$66,582.70	\$68,580.18	\$70,637.59	\$72,756.72
	190	\$68,234.70	\$70,281.74	\$72,390.19	\$74,561.90	\$76,798.76

MOU TCSOS & First 5 Commission May 2021, Director Services

BUDGET				
First 5 Director				
Expenditures				
	21/22	22/23	23/24	24/25
	<i>Budget</i>	<i>Budget</i>	<i>Budget</i>	<i>Budget</i>
Expenditures	Step 1	Step 2	Step 3	Step 4
Total Salaries & Wages	\$68,234.70	\$68,580.00	\$70,281.00	\$72,390.00
Total Benefits	\$28,056.14	\$30,550.91	\$31,801.61	\$32,863.96
<i>Total Salaries and Related expenses</i>	\$96,290.84	\$99,130.91	\$102,082.61	\$105,253.96
Office Supplies	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
Non-Capital Equipment	\$750.00	\$750.00	\$750.00	\$750.00
Travel and Conference	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
Dues and Memberships	\$60.00	\$60.00	\$60.00	\$60.00
Professional/Consulting Svcs.	\$250.00	\$250.00	\$250.00	\$250.00
Transfer of Indirect Costs	\$8,923.72	\$9,173.93	\$9,433.98	\$9,713.37
Total Administration Expenses	\$110,274.56	\$113,364.84	\$116,576.59	\$120,027.33
PROGRAM				
Salaries/Benefits First 5	\$ 52,059.71	\$ 53,651.66	\$ 55,307.12	\$ 57,090.73
Salaries/Benefits IMPACT	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
Salaries/Benefits QCC 10 days/yr	\$3,591.30	\$3,699.00	\$3,810.00	\$3,924.30
Total Program Costs	\$ 60,651.01	\$ 62,350.66	\$ 64,117.12	\$ 66,015.03
EVALUATION	\$ 16,541.18	\$ 17,004.73	\$ 17,486.49	\$ 18,004.10
ADMINISTRATIVE	\$ 33,082.37	\$ 34,009.45	\$ 34,972.98	\$ 36,008.20

The Director shall be hired and start at a contract for 190 days (84%).

180 days shall be compensated by First 5 funds.

10 days shall be compensated by Quality Counts grant funding.

The Commission will compensate TCSOS for the Director position based on the annual funding it receives. Upon the mutual agreement of the Commission and TCSOS, the Director's assignment may be reduced or increased on an annual basis. Any such adjustment shall be made in writing and signed by both Parties as an amendment to the MOU. If any such adjustment results in a reduction in the Director's assignment, the reduction shall not be effective for sixty (60) calendar days from the date of the signed addendum so that TCSOS may provide the Director with notice pursuant to Education Code section 45117.