

## Regular Commission Meeting and Public Hearing

### AGENDA

October 20, 2016, 2:30-4:30 p.m.

Mammoth Lakes Library, Ellie Randol Room, Mammoth Lakes

1. **Public Comment** Members of the public are given the opportunity to address the Commission on items of interest and within the jurisdiction of the Commission as such items are discussed. This time is allowed for public input on any item not on the agenda. Time may be limited, depending on the number of speakers and items of business.
2. **Minutes** Consideration of minutes for the June 3, 2016 Commission meeting. **(ACTION)**
3. **Closed Session - Public Employee Performance Evaluation** Closed Session - PUBLIC EMPLOYMENT PERFORMANCE EVALUATION. Government Code section 54957. Title: Executive Director.

--open public hearing--

4. **Commissioner Reports** Commissioners may report about various matters; however, there will be no discussion except to ask questions. No action will be taken unless listed on a subsequent agenda. **(INFORMATION)**
5. **Director Report** This information may be reported elsewhere on agenda. **(INFORMATION)**
  - a. Preschool Update
6. **Annual Review of the County Ordinance** Staff will inform the Commission on the findings of the formal review with County Counsel of adherence to the County Ordinance. **(PUBLIC HEARING)**
7. **MyTeachstone Agreement** Discussion and consideration of the MyTeachstone agreement in the amount of **\$5000** for access to the MyTeachstone online training portal to be used by child care providers and peapod leaders to support their acquisition of skills pertaining to teacher-child interactions and the Childcare Quality Matrix. *The Commission shall first determine whether the subject matter of the proposed agreements is consistent with the Commission's strategic plan and fiscal plan. The Commission may then authorize the Director to sign and administer the agreements.* **(ACTION)**
8. **Meeting Schedule Change** Discussion and consideration of changing the current meeting schedule of every other month on the third Thursday to quarterly on the third Thursday beginning in FY 2017-18. This alternate meeting schedule is provided for in Article VII of the Mono County Children and Families Commission Bylaws. **(ACTION)**

9. **Safe Kids Resignation** Staff will update the Commission on a letter of resignation from Didi Tergesen, former Safe Kids Coordinator. **(INFORMATION)**
10. **Reappointment of Commissioner Adler** The Commission will accept the Board of Supervisors reappointment of Commissioner Stacey Adler, PhD, to serve a subsequent three-year term on the First 5 Commission expiring July 31, 2019. **(INFORMATION)**
11. **Hub Fiscal Lead** Discussion of the IMPACT Hub regional application submitted to First 5 California with the fiscal lead designation of First 5 Mono for Region 6—Alpine, Mono and Inyo Counties. **(INFORMATION)**
12. **Program Updates** Staff and Commissioners will report on the following programs. **(INFORMATION)**  
**Commission-run Programs**
  - a. *Child Care Quality: IMPACT Program*
  - b. *Home Visiting: Welcome Baby!, Parenting Partners (CAPIT Grant), and Child Care Provider Home Visitor*
  - c. *Breastfeeding Promotion and Outreach*
  - d. *Oral Health Initiative*
  - e. *Peapod Playgroups (Prop. 63 MHSA)*
  - f. *School Readiness Activities*

--public hearing ends--

13. **Year to Date Budget** Staff will report on the First 5 Mono Revenue and Expenditures-to-date. **(INFORMATION)**
14. **FY 2016-17 Proposed Budget Revision** The Commission will review and consider approval of the Fiscal Year 2016-17 proposed budget revision. **(ACTION)**

**Next Commission Meeting: Thursday, December 15th, 2016** Mono County Office of Education, Mammoth Lakes Conference Room.

*Note: If you need disability modification or accommodation in order to participate in this meeting, please contact the Commission office at (760) 924-7626 at least 48 hours prior to the start of the meeting. Government Code Section 54954.2(a).*

## Regular Commission Meeting

### Minutes

**Friday, June 3, 2016**

Mono County Office of Education Conference Room  
451 Sierra Park Rd., Mammoth Lakes, California

Commissioners Present: Jeanne Sassin, Chair  
Stacey Adler, Vice Chair  
Rick Johnson  
Tim Alpers  
Bertha Jimenez

Staff Present: Molly DesBaillets, Executive Director  
Kaylan Johnson, Administrative Assistant/Fiscal Specialist  
Didi Tergesen, CARES Coordinator  
Annaliesa Calhoun, Home Visitor & Peapod Leader

**Commission Chair Sassin called the meeting to order at 2:32 p.m.**

#### **1. Public Comment**

Annaliesa Calhoun, a First 5 employee, addresses the Commission, introducing herself as a First 5 Home Visitor and Peapod Leader.

No other public comment.

#### **2. Minutes (ACTION)**

Consideration of minutes for the March 10, 2016 Commission meeting.

**ACTION:** Approve the March 10, 2016 minutes, for which a quorum is present.

**MOTION:** Commissioner Adler

**SECOND:** Commissioner Alpers

**VOTE:** Unanimous

**ABSTENTIONS:** none

#### **3. Commissioner Reports (INFORMATION)**

Commissioner Sassin thanks First 5 and says she is excited that the Benton and Bridgeport preschools are happening, as this is an ongoing need in the community.

Commissioner Johnson reports the new immunization requirements for Preschool Providers are coming out this fall. There are also now 300 pregnant females in the US with Zika Virus, and he advises to be aware if you are pregnant and/or crossing the border often.

#### 4. Director Report (INFORMATION)

Ms Desbaillets presents the selections from the *Child Abuse Prevention Council* and *The Five Protective Factors* bookmark contest. Ms Tergesen has printed and distributed the bookmarks at each library.

Ms Desbaillets distributes a flyer for the *2016 Child Health, Education, and Care Summit*. Commissioner Sassin and 2 Peapod Leaders have previously attended. First 5 has funding for 2016 if any Commissioner is interested in attending this November. Commissioner Sassin supports the conference saying it opened up her community and education.

Ms Desbaillets confirms that the Mammoth Lakes Welcome Center with the Eastern Sierra Interpretive Service has a *Fur and Bones* program, catered to ages 0-5, on Saturdays. The leader, John Silva, also recently attended two Peapod Playgroups and presented his program.

The Behavioral Health *Mini-Me Bonding Class*, led by Sophia Flores, has not had any attendance, thus the class has been cancelled.

Ms Desbaillets reports the CA Governor has passed the following tobacco bills: The legal age for purchase of tobacco was changed from 18 to 21 years, except for military members. E-cigarettes are now classified as tobacco products with the same restrictions as actual tobacco products. The licensing fee structure for tobacco retailers has been increased from a one-time fee to an annual fee. The tobacco-free-school law has been expanded to cover all school property at all time. The smoke-free-workplace law now includes self-employed work spaces and removes exemptions on lobbies, warehouses, and bars.

The CA Governor has also released a May Budget revision, involving Early Childhood Education funding. If passed, the Early Education Block Grant Proposal will consolidate all current funding streams into one Block Grant. This affects funding for the Local Planning Committee, the Quality Rating Improvement System, CA State Preschool Funds, and funding for Transitional Kindergarten (although T-K is proposed to be eliminated in 2017). Much opposition has been expressed, including the Women's Caucus and Early Childhood Education groups. Overall, the Block Grant would decrease the total funding for all areas. Commissioner Adler adds that if the Block Grant is passed, it begins FY 2017-2018. Another bill proposed is the Childcare Trailer Bill that will consolidate funding streams that assist families in childcare (resource and referral, alternative payment, single-system provider reimbursement, single-set provider guidelines, etc).

##### a. Preschool Update

Ms Desbaillets reports:

- The Childcare License Applications for the Benton and Bridgeport Preschools are almost ready for submission. ESUSD has been very helpful in completing the required paperwork.
- The building of the preschool playgrounds may need to be postponed until next year due to contracting and architectural delays. There also needs to be a bathroom built for the Benton Preschool. However, there is a waiver process that allows these delays while still getting licensed.
- Mono County would like to spend at least half of funding by March 2017; therefore, the playgrounds are a priority, and then the Benton bathroom.
- The interviews for the preschool teacher positions are in July.

- Preschool Parent Night's are going to be held 6/7 in Benton and 6/9 in Bridgeport for information and enrollment into the preschools.
- The Preschools were also granted CA State Preschool funding, an ongoing annual amount.
- The Mammoth Preschool is still in process.

#### **5. Annual Review—First 5 California Annual Report 2014-2015 (PUBLIC HEARING)**

Ms Desbaillets presents the annual review. It shows that First 5 CA investments and First 5 County investments align in topics like quality early care, child safety, and family engagement. For future reports, First 5 CA and the County Commission's are working together to create 3-5 data indicators in order to streamline the report to show more actual results in each investment area.

#### **6. First 5 Mono Annual Report 2014-2015 Update (PUBLIC HEARING)**

Ms Desbaillets presents the annual report. She states the commission has already approved the annual report; however, there have been minor changes since a First 5 CA administrator reviewed the report. No data has changed other than the graph titles, a new Rationale page, and more narrative included in the report.

#### **7. Welcome Commissioner Jimenez (ACTION)**

The commission welcomes Bertha Jimenez as the new commissioner.

**ACTION:** Approve the appointment of Commissioner Jimenez

**MOTION:** Commissioner Adler

**SECOND:** Commissioner Johnson

**VOTE:** Unanimous

**ABSTENTIONS:** None

#### **8. Election of Officers (ACTION)**

**ACTION:** Commission will decide and approve new positions for Fiscal Year 2016-17: Stacey Adler as Chair, Rick Johnson as Vice-Chair, and Jeanne Sassin as Secretary.

**MOTION:** Commissioner Alpers

**SECOND:** Commissioner Jimenez

**VOTE:** Unanimous

**ABSTENTIONS:** None

#### **9. Contract Approvals**

Commission agrees to approve items 9a, 9b, 9c, and 9e in one Action, and item 9d separately.

##### **a. Agreement with Eastern Sierra Unified School District for the provision of Summer Bridge Services in FY 2016-17 in the amount of \$8,675 (ACTION)**

Ms Desbaillets notes a change to the Summer Bridge Contracts: ESUSD (and MUSD) wish to administer the Kindergarten Readiness Assessments within the first month of the start of school instead of in the summer, prior to Kindergarten. It is intended to bring up the assessment completion rate of 60% to 100% of entering Kindergartners, providing a clearer picture of Kindergarten Readiness.

Commissioner Johnson remarks that the readiness data for Kindergartners pre Summer Bridge to post Summer Bridge will be lost. Ms Desbaillets says Summer Bridge attendance has not been full, so the data is not always an accurate representation of whole county Kindergarten Readiness. Transportation has also been an issue for families wanting to attend Summer Bridge, and is being addressed by First 5 and the school systems.

**b. Agreement with Mammoth Unified School District for the provision of Summer Bridge Services in FY 2016-17 in the amount of \$10,000. (ACTION)**

Discussed in 9a.

**c. Agreement with Mono County Libraries for the provision of Raising a Reader in FY 2016-17 in the amount of \$38,000. (ACTION)**

The contract now includes that the RAR coordinator visit Childcare Provider sites to provide Story Time.

**e. Agreement with Mono County Behavioral Health for First 5 to provide the Peapod Program in FY 2016-17 in the amount of \$35,000. (ACTION)**

**ACTION:** Commission to approve items for FY 2016-17 9a: ESUSD Summer Bridge Contract, 9b: MUSD Summer Bridge Contract, 9c: RAR Contract, and 9e: Behavioral Health Peapod Contract.

**MOTION:** Commissioner Alpers

**SECOND:** Commissioner Sassin

**VOTE:** Unanimous

**ABSTENTIONS:** None

**d. Lease agreement with Carlton Briggs for July 1, 2016-June 31, 2018 in the amount of \$28,800. (ACTION)**

Ms Desbaillets explains the approval of the rental lease is pending the opening of the Mammoth Preschool, in which the current First 5 office space will be used for the Preschool; and with the approval of the lease by Mono County Risk Management.

**ACTION:** Commission to table item 9d to the August 18 meeting and Commission is willing to call an emergency meeting to complete the vote prior to August 18, if needed.

**MOTION:** Commissioner Adler

**SECOND:** Commissioner Sassin

**VOTE:** Unanimous

**ABSTENTIONS:** None

**10. FY 2016-17 Meeting Schedule (INFORMATION)**

Commission agrees with Ms Desbaillets to reschedule Commission Meetings to quarterly next fiscal year. Next meeting remains August 18, 2016, all other meeting schedules will be determined at that time.

## 11. Program Updates (INFORMATION)

**a. Child Care Quality: CARES Plus and IMPACT:** Ms. Tergesen shares updates on CARES. In 2015-16 CARES had 34 people enrolled and 26 completed the program between Mono and Alpine County. Participants completed various trainings and/or higher education in Childhood Development, earning stipends for hours completed and also developing a provider community. The Provider Appreciation Dinner at Toomey's and the Provider Training Day took place on May 20, with 47 participants and a trainer from CalTac.

First 5's IMPACT program also provided stipends to providers who conducted Ages and Stages Questionnaire's, a developmental tool, with their children. The providers completed a total of sixty-six ASQ's.

Ms Desbaillets reports that First 5 has renamed the community's various childcare quality areas to the Childcare Quality System, so providers have a uniform system to refer to, bringing in a new stipend structure, site scores, training involvement, and a rating matrix.

Ms Desbaillets is also in process of finalizing other regional IMPACT funding with Mono, Inyo, and Alpine County.

Ms. Desbaillets reports:

**b. Home Visiting, WBI and Parenting Partners (CAPIT Grant):** First 5 is currently serving 133 families in the Home Visiting Program.

**c. Breastfeeding Promotion and Outreach:** First 5 is attending the Maternal Child Wellness Meetings at Mammoth Hospital, coordinating Breastfeeding efforts between Labor and Delivery, Women's Clinic, and Pediatrics. Amber Hise at WIC is now the chair of the Breastfeeding Taskforce.

**d. Oral Health Initiative:** The Tooth Tutor has recently visited Lee Vining, Mammoth, and Coleville Headstart Preschools, administering fluoride varnish and health information.

**e. Peapod Playgroups:** Peapod Groups are continuing in Mammoth, Crowley, Walker, and Bridgeport. Mammoth Spanish is currently facing a challenge of older siblings (age 5+) also attending the group.

**f. School Readiness Activities:** Ms Desbaillets shares a complimentary email on First 5's recent Mammoth Elementary Kindergarten Round-up.

Kindergarten Round-up data shows that fewer children may be attending MES K-Roundup over the years. First 5 is open to suggestions for increasing attendance.

---public hearing ends at 4:00 pm---

## 12. First 5 Mono County FY 2014-15 Annual Report Update (ACTION)

Previously discussed in Agenda Item 6.

**ACTION:** Commission to approve First 5 Mono County FY 2014-15 Annual Report Update

**MOTION:** Commissioner Adler

**SECOND:** Commissioner Jimenez

**VOTE:** Unanimous

**ABSTENTIONS:** None

## 13. 2015-2016 Fiscal Audit Engagement Letter (ACTION)



**ACTION:** Commission to approve the 2015-2016 Fiscal Audit Engagement Letter from auditor Tom Neely.

**MOTION:** Commissioner Adler

**SECOND:** Commissioner Alpers

**VOTE:** Unanimous

**ABSTENTIONS:** None

#### **14. Year to Date Budget (INFORMATION)**

Ms Desbaillets reports First 5 is on target for the budget, and still awaits the last fiscal quarter program income.

#### **15. FY 2015-16 Proposed Budget Revision (ACTION)**

Ms Desbaillets reminds the Commission that this Budget Revision was previously presented at the last meeting, but now has a few minor changes.

**ACTION:** Commission to approve the FY 2015-16 Proposed Budget Revision

**MOTION:** Commissioner Alpers

**SECOND:** Commissioner Johnson

**VOTE:** Unanimous

**ABSTENTIONS:** None

#### **16. FY 2016-17 Proposed Budget (ACTION)**

Ms Desbaillets states the budget for next year is substantially larger due to the CDBG grant for provision of Preschool services. Other income is expected as similar to the current budget, salaries and benefits have been appropriately increased, CARES has been eliminated/replaced by IMPACT, and a few other line items have been increased or decreased.

**ACTION:** Commission to approve the FY 2016-17 Proposed Budget

**MOTION:** Commissioner Alpers

**SECOND:** Commissioner Adler

**VOTE:** Unanimous

**ABSTENTIONS:** None

**---Meeting adjourned at 4:14 pm---**

**Next meeting scheduled for August 18, 2016.**



**County Counsel**  
Stacey Simon

**Assistant County Counsel**  
Christian E. Milovich

**Deputy County Counsel**  
Stephen M. Kerins

**OFFICE OF THE  
COUNTY COUNSEL**

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**Paralegal**  
Jenny Senior

October 11, 2016

**Re: Mono County Children & Families Commission; Mono County Ordinance Chapter 7.90**

Dear Commission Members:

This letter is written pursuant to Section 7 of the Mono County Children and Families Commission's ("Commission") Policies and Procedures and the requirement therein that the Commission's Executive Director annually review the applicable Mono County Ordinance, in consultation with legal counsel.

This letter will serve to confirm that I have reviewed Mono County Ordinance Chapter 7.90 with the Commission's Executive Director and the requirements therein, including but not limited to, the Commission's trust fund establishment, membership and composition, vacancy and removal, quorum and voting, procedural and compensation rules, and required duties. It is my considered opinion, as legal counsel for the Commission, and based on my consultation with its Executive Director, that, as of the date of this letter, the Commission is adhering to the requirements set forth in Chapter 7.90 of the Mono County Code and that no changes are presently requested or recommended.

Sincerely yours,



Christian E. Milovich

Cc: Molly DesBaillets  
First 5 Mono County Executive Director  
P.O. Box 130  
Mammoth Lakes, CA 93546

**Contact Information**

**Licensee: First 5 Mono County**

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Fax \_\_\_\_\_  
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**Service Description and Fees**

	Product Description	cost	subscriptions	Total per year
<input checked="" type="checkbox"/>	myTeachstone	\$100 each	50	\$5,000
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				

**Term**

☒ 1 Years  
☐ 2 Years  
☐ 3 Years

Contract Effective Date \_\_\_\_\_  
Subscription Start Date \_\_\_\_\_  
Contract/Subscription Expiration Date \_\_\_\_\_

Subtotal per year \_\_\_\_\_

Initial Activation \_\_\_\_\_

8/15/16

8/16/16

8/16/17

Total

\$5,000

**Notes**

**Important Notice**

The terms and conditions that are attached to this Agreement are part of this Agreement and will become legally binding on Licensee upon the execution of this Agreement. By signing this Agreement, you acknowledge and agree that you have read, understood and agree to comply with all the terms and conditions contained within this Agreement

**Accepted By Teachstone Training, LLC**

\_\_\_\_\_  
Teachstone Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Accepted by Licensee**

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## 1. LICENSE.

1.1 License Grant. Subject to Licensee and all Users' compliance with the terms of this Customer Service and Licensing Agreement (this "Agreement"), including Licensee's full and timely payment of all fees set forth on the cover page of this Agreement (the "Cover Page"), Teachstone Training LLC, a Virginia limited liability company ("Teachstone"), hereby grants to Licensee and all authorized Users a limited, revocable, non-exclusive, non-transferable, non-sublicensable license (the "License") to access and use the object code of the My Teachstone Software solely in connection with the collection of observation data, the provision of professional development programs and the completion of on-line training and education of Users.

1.2 My Teachstone Software. The term "My Teachstone Software" means the proprietary web-based computer system owned by Teachstone with functionality that is designed to enable the collection of CLASS observation data, the provisioning of teacher PD, the completion of online PD and reporting of CLASS observation data and PD completion. User access to the My Teachstone Software is provided through a web (and application) interface provided by Teachstone at a URL designated by Teachstone (the "Site"). As used in this Agreement, the term "My Teachstone Software" includes all modifications, enhancements, upgrades and new versions of the Software hereafter released or made available to Licensee by Teachstone.

1.3 Content. "Content" means all content and materials provided or posted by Teachstone, including training courses, tests, text, images, graphics, audio and sound recordings, and videos, that can be accessed by User using the My Teachstone Software, together with any other courses or curricula licensed by Licensee, now or in the future, as set forth on the Cover Page (each, an "Additional Curriculum"). During the term of this Agreement, Teachstone grants Licensee and Users the limited, non-exclusive, revocable, non-transferable, non-sublicensable rights and license to access and use Content solely in connection with each User's use of the My Teachstone Software for personal education and training purposes.

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2.1 Ownership. Teachstone owns (or has the right to license to Licensee and the Users) the My Teachstone Software, the Content and the Site, together with all Teachstone Intellectual Property. The term "Teachstone Intellectual Property" means all of the following: (a) all intellectual property associated with, or incorporated or embodied within, the My Teachstone Software, the Content and the Site, including the source code and object code of the My Teachstone Software; (b) all intellectual property rights associated with the My Teachstone Software, the Content and the Site; and (c) all proprietary rights in and to the My Teachstone Software, the Content and the Site. This Agreement does not grant to Licensee or any User, and neither Licensee nor any User shall acquire, any right, title, or interest in and to the My Teachstone Software, the Content, the Site or any Teachstone Intellectual Property, except for the limited licenses thereto expressly granted by Teachstone in this Agreement. This Agreement does not grant any rights to the Licensee to use the trademarks or service marks of Teachstone.

2.2 Restrictions. Licensee and all Users shall comply at all times with the terms of this Agreement, together with any terms, guidelines and notices posted at the Site or otherwise provided by Teachstone, as Teachstone deems reasonably necessary to protect the integrity and security of the My Teachstone Software, the Content and the Teachstone Intellectual Property. Neither Licensee nor User shall (a) directly or indirectly, sell, rent, license, sublicense or offer for sale the My Teachstone Software, any Content, or access thereto, to any other person or entity; (b) disclose or distribute Content to any other person or entity; (c) in connection with any access or use of the Software or the Content, violate (whether intentionally or unintentionally) any applicable federal, state, county, municipal, local or other statute, law, regulation, rule, ordinance, order, or custom (collectively, "Laws"); or (d) commit any act in violation of the intellectual property or proprietary rights of Teachstone in the My Teachstone Software, the Content, or any Teachstone Intellectual Property. Each User shall only use Content for his/her personal education and training purposes only, and may download or print one (1) copy of each page of Content for such personal education and training purposes only. Licensee warrants that neither Licensee nor any User will utilize the My Teachstone Software in any manner that could, damage, disable, overburden or impair such software or interfere with any other party's use and enjoyment of the software. Neither the Licensee nor any User shall reverse engineer, decompile or disassemble the My Teachstone Software.

3. **SERVICES.** Teachstone shall provide the following services (the "Services") to Licensee during the term of this Agreement:



3.1 Hosting. Teachstone shall host, or arrange for the hosting of, the My Teachstone Software on an Internet server of Teachstone's designation. Except for scheduled maintenance, Teachstone will use commercially reasonable efforts to ensure that its Internet server will be available 24 hours a day, seven days a week, but does not represent or warrant that there will be no interruptions in service or that Users will be able to access the My Teachstone Software at all times without interruption. Licensee acknowledges and agrees that Users may experience occasional temporary interruption of service and occasionally may not be able to access and/or use the My Teachstone Software. Licensee is solely responsible, at its sole cost and expense, for procuring all necessary hardware, software, equipment and services necessary for Users to access the Internet and to access and use the My Teachstone Software and the Site, including without limitation, the services of an Internet Service Provider.

3.2 Maintenance Windows. Licensee acknowledges and agrees that from time to time Teachstone may limit or suspend Teachstone and Users' access to the My Teachstone Software or Site to perform necessary maintenance or upgrades. Teachstone shall attempt to provide Licensee with forty eight (48) hours notice of such periods and a good faith estimate of the length of time Licensee and Users' access will be limited or suspended.

3.3 Training. Teachstone shall provide its standard on-line My Teachstone Software training services to designated administrators appointed by Licensee who will have responsibility for monitoring and administering Licensee and Users' access and use of the My Teachstone Software.

#### **4. FEES.**

4.1 License Fee. Licensee acknowledges and agrees that the amount designated on the Cover Page as "Total Fee" (the "License Fee") has been calculated based on the number of Users designated on the Cover Page under the heading "Census." If Licensee desires for additional Users to access and use the My Teachstone Software and the Content (or, if applicable, any Additional Curriculum), Teachstone shall make the My Teachstone Software and the Content (or, if applicable, the Additional Curriculum) available at the per User rate specified as "Rate" on the Cover Page ("Additional Fees").

4.2. Payments. Licensee shall pay Teachstone the designated portion of the License Fee on the date designated on the Cover Page as "Contract Date" (the "Effective Date"). In addition, if, as designated on the Cover Page, the Initial Term of this Agreement is more than one year, Licensee shall pay Teachstone an additional amount equal to the entire amount of the License Fee in each subsequent year. All Additional Fees shall be paid by Licensee to Teachstone within

thirty (30) days of receipt by Licensee of an invoice therefor from Teachstone.

4.3 Taxes. Each party shall be responsible for paying any applicable federal, state or local use, franchise, excise, sales or privilege taxes, duties, fees or similar liabilities chargeable to or against such party as a result of this Agreement.

#### **5. WARRANTIES.**

5.1 Teachstone. Teachstone represents and warrants to Licensee as follows:

a. Teachstone owns all right, title and interest in and to the My Teachstone Software and the Content, or has the right to license the My Teachstone Software and the Content to Licensee and Users under the terms set forth in this Agreement.

b. To Teachstone's best knowledge, the My Teachstone Software and the Content do not infringe any patent, copyright, or other intellectual property or proprietary rights of any third party.

c. If, during the Term, any Content becomes materially obsolete or erroneous in light of changes in applicable Laws, Teachstone shall use commercially reasonable efforts to promptly update such Content within a reasonable period following the date on which Teachstone first becomes aware that any Content is materially obsolete or erroneous.

d. Teachstone warrants that the performance and functionality of the My Teachstone Software shall be free of Material Errors. A "Material Error" is any reproducible material error or defect within the Software that materially impairs the operation or functional performance of the Software, excluding any errors or defects caused by, or arising as a result of, the negligence of any User. Teachstone shall use commercially reasonable efforts to promptly correct all Material Errors in the My Teachstone Software that are reported by Licensee to Teachstone. Licensee shall provide information and cooperation reasonably necessary for Teachstone to correct all reported Material Errors. If Teachstone is unable to correct any Material Error within ninety (90) days following the date on which such Material Error is first reported to Teachstone, Licensee shall be entitled to terminate this Agreement, and Teachstone's entire liability, and Licensee's exclusive remedy, arising out, or as a result, of such termination shall be a *pro rata* refund to Licensee of the License Fees actually paid by Licensee with respect to the year of the Term in which such Material Error is reported, and, if applicable, a *pro rata* refund of any Additional Fees paid by Licensee during such year of the Term.

5.2 Licensee. In addition to its other warranties set forth in this Agreement, Licensee represents and warrants to Teachstone as follows: (a) Licensee has full legal right and authority to enter into this Agreement; (b) Licensee's execution and performance of this

Agreement will not violate any other agreement or obligation by which Licensee is bound; and (c) Licensee will only permit Users to access and use the My Teachstone Software and the Content.

**5.3 EXCLUSION OF WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTIES, AND TEACHSTONE EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER STATUTORY, EXPRESS, OR IMPLIED, RELATING TO THE MY TEACHSTONE SOFTWARE, THE CONTENT AND THE SITE, INCLUDING WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE MY TEACHSTONE SOFTWARE, THE SITE AND THE CONTENT ARE LICENSED AND PROVIDED TO LICENSEE AND ALL USERS "AS IS" AND "WITH ALL FAULTS."**

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#### **6. Limitation of Liability.**

**IN NO EVENT, SHALL TEACHSTONE, OR ANY OF ITS AFFILIATES, SUCCESSORS, OFFICERS, DIRECTORS, MANAGERS, MEMBERS, EMPLOYEES, AGENTS, SUPPLIERS, CONTRACTORS OR LICENSEES (EACH, AN "SLS PARTY") BE LIABLE TO LICENSEE, USER, OR ANY OTHER PARTY, FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA OR BUSINESS INFORMATION, OR OTHER PECUNIARY OR NON-PECUNIARY LOSS) WHETHER BASED ON BREACH OF CONTRACT, BREACH OF EXPRESS OR IMPLIED WARRANTY, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY EVEN IF TEACHSTONE WAS, OR HAS BEEN ADVISED, ABOUT THE POSSIBILITY OF SUCH LOSS OR DAMAGE.**

**IN NO EVENT SHALL TEACHSTONE'S LIABILITY UNDER ANY AND ALL CLAIMS ARISING OUT OF, OR RELATING TO (A) THIS AGREEMENT; (B) LICENSEE OR ANY AUTHORIZED USER'S USE OF THE MY TEACHSTONE SOFTWARE, THE SITE, ANY CONTENT, OR ANY MY TEACHSTONE INTELLECTUAL PROPERTY; (C) ANY SERVICES PROVIDED BY TEACHSTONE PURSUANT TO THIS AGREEMENT, EXCEED THE AGGREGATE LICENSE FEES AND ADDITIONAL LICENSE FEES ACTUALLY PAID BY LICENSEE TO TEACHSTONE UNDER THIS AGREEMENT.**

#### **7. Indemnity.**

7.1 Teachstone. Provided that Licensee and each User comply at all times with the terms of this Agreement, Teachstone agrees to indemnify and hold Licensee harmless from and against all liability, claims, damages, fines, losses, expenses (including reasonable attorney's fees and court costs, and the cost of enforcing this indemnity) suffered or incurred by Licensee in connection with any third-party claim, cause of action, suit or legal proceeding filed against Licensee alleging that the My Teachstone Software or the Content violates the copyright, patent, trademark, or trade secret rights of such third-party. Licensee shall promptly notify Teachstone if any such claim is threatened or commenced against Licensee. Licensee shall not settle or compromise any such actual or threatened claim without Teachstone's prior consent, which consent shall not be unreasonably withheld. Teachstone is permitted to control fully, at its sole expense, the defense and settlement of any such claim.

7.2 Licensee. Licensee agree to indemnify and hold Teachstone harmless from and against all liability, claims, damages, fines, losses, expenses (including reasonable attorney's fees and court costs, and the cost of enforcing this indemnity) suffered or incurred by Teachstone or any affiliate thereof arising out of, or in connection with (a) any material breach by Licensee or any User of any of the terms of this Agreement; (b) any use or reliance by Licensee or any User of or on any Content, including, all third-party claims, causes of action, suits, and legal proceedings asserted or filed against Teachstone or an affiliate thereof arising out of, or relating to, the use or reliance by Licensee or User of or on any Content.

#### **8. TERM AND TERMINATION.**

8.1 Term. The term (the "Term") of this Agreement shall consist of the Initial Term and each Renewal Term. The initial term (the "Initial Term") shall commence on the Effective Date and shall continue in full force and effect until the "Contract Expires" date stated on the Cover Page, unless terminated sooner as provided herein. Upon the expiration of the Initial Term, this Agreement shall automatically renew for successive terms of one (1) year (each, a "Renewal Term") at the then current rate, unless either party informs the other party in writing of its intention to terminate this Agreement at least thirty (30) days prior to the expiration of the Initial Term or any Renewal Term. Unless otherwise agreed in writing by the parties, the fees payable by Licensee during each Renewal Term shall be equal to the License Fee payable during the Initial Term, and shall be paid by Licensee to Teachstone within thirty (30) days following the commencement of each Renewal Term.

8.2 Termination. Either party (the "Terminating Party") may terminate this Agreement upon providing written notice to the other party (the "Non-Terminating Party") in the event of (a) a material breach of any term

of this Agreement by the Non-Terminating Party, which breach is not cured with thirty (30) days of the Non-Terminating Party's receipt of written notice from the Terminating Party specifying such breach (and, Teachstone may terminate this Agreement upon written notice to Licensee in the event of a material breach of any term of this Agreement by any User, which breach is not cured within ten (10) days of Licensee's receipt of written notice from Teachstone specifying such breach); or (b) immediately upon (i) the filing of any petition by or against the Non-Terminating Party under the federal bankruptcy laws or the Laws of any state relating to relief of debtors, for reorganization, arrangement, or other similar relief provided therein; (ii) the making by the Non-Terminating Party of a general assignment for the benefit of creditors; or (iii) the appointment of any receiver, trustee, sequestration, or similar officer to take charge of the Non-Terminating Party's business or assets.

**8.3 Obligations upon Termination.** Upon any expiration or termination of this Agreement, the licenses granted by Teachstone under this Agreement shall automatically terminate, and Licensee and all Users shall immediately cease any and all access and use of the My Teachstone Software and all Content, and shall promptly return to Teachstone any and all materials, documents, and information in their possession, existing in any and all formats and residing on any media, relating to the My Teachstone Software, the Content, and any Teachstone Intellectual Property.

**8.4 Survival.** All provisions of this Agreement which expressly, or by their nature, survive the termination of the License and this Agreement shall so survive, including without limitation the provisions of Sections 2.1, 5.3, 6, 7.2, 8.3 and 9.6.

## **9. PROVISIONS OF GENERAL APPLICATION.**

**9.1 Assignment.** Licensee shall not assign any or all of its rights or obligations under this Agreement without the prior written consent of Teachstone, which consent Teachstone may withhold in its absolute discretion. Teachstone may freely assign or transfer any or all of its rights under this Agreement to any third party.

**9.2 Status as Independent Contractor.** Teachstone and Licensee are contractors independent of one another and neither party, nor its employees or agents, will be considered employees or agents of the other party for any purpose. This Agreement does not create a joint venture, agency or partnership, and neither party has the authority to bind the other to any third party.

**9.3 Notices.** Any notice or other communication required or permitted under this Agreement shall be given in writing and delivered by hand or by registered or certified mail, postage prepaid and return receipt

requested, or by facsimile transmission as appropriate, (a) in the case of Licensee, to the person designated on the Cover Page under the heading "Contact Information" at the address or facsimile number designated under such heading; and (b) in the case of Teachstone, to Director of Finance, 105 Monticello Avenue, Suite 201 Charlottesville VA 22902. Each party may change the person, address, or facsimile number to whom or where notices should be delivered by the other party, upon providing written notice thereof in accordance with the provisions of this Section 9.3.

**9.4 No Waiver.** No waiver or failure by either party to exercise any option, right or privilege under the terms of this Agreement on any occasion or occasions will be construed to be a waiver of the same on any other occasion or of any other option, right or privilege.

**9.5 Severability.** If any provision of this Agreement, or the application thereof, is for any reason and to any extent be determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement will be interpreted so as best to reasonably effect the intent of the parties. The parties further agree to replace any such invalid or unenforceable provisions with valid and enforceable provisions designed to achieve, to the extent possible, the business purposes and intent of such invalid and unenforceable provisions.

**9.6 Applicable Law and Forum.** This Agreement shall be construed under, and governed by, the laws of the Commonwealth of Virginia, without regard to the conflict of laws principles of any jurisdiction. Any and all claims arising out of, or relating to, this Agreement, or Licensee or any User's access or use of the My Teachstone Software, shall be commenced and maintained solely in a state or federal court of competent subject matter jurisdiction situated in the City of Charlottesville or Albemarle County, Virginia. Licensee consents to the exclusive personal jurisdiction and venue of such courts.

**9.7 Binding Nature.** This Agreement will be binding on and inure to the benefit of the parties and their respective heirs, successors and permitted assigns.

**9.8 Entire Agreement.** This Agreement comprise the entire agreement between the parties with respect to the subject matter of this Agreement, and it supersedes all prior representations and agreements with respect to the subject matter hereof. This Agreement can be amended or modified only by written instrument signed by Licensee and a duly authorized officer of Teachstone. In the event of conflict between this Agreement and the Cover Page, then this Agreement shall control.

## **BYLAWS MONO COUNTY CHILDREN AND FAMILIES COMMISSION**

### *Article I. Name*

The Commission shall be known as the First 5 Mono County Children and Families Commission. As used in these Bylaws, the word "Commission" means and refers to the First 5 Mono County Children and Families Commission.

### *Article II. Purpose and Legal Authority*

The purposes of the Commission are to work with the First 5 California Children and Families Commission (hereinafter referred to as the "State Commission" in the implementation of the "California Children and Families First Act of 1998" (hereinafter referred to as the "Act", which was enacted by the California electorate as Proposition 10 at the November 3, 1998 general election (See Health and Safety Code sections 130100-130150 and Revenue and Taxation Code sections 30131-30131.6), and to develop and adopt an adequate and complete county strategic plan for the support and improvement of early childhood development within Mono County.

### *Article III. Commission Members*

- A. No member of the Commission shall take any action on behalf of, or in the name of, the Commission unless specifically authorized to do so by the Commission.
- B. When a vacancy occurs, the Commission shall appoint a Commission member and staff to begin the process necessary to fill the position.
- C. The Commission shall not pay any salaries to the members of the Commission. Reasonable reimbursement for Commission related training and activities may be available upon prior approval of the Commission, according to County travel policies. If it is not possible to obtain prior authorization from the Commission, expenses may be submitted for possible reimbursement after the fact, at the discretion of the Commission.

### *Article IV. Termination*

Membership shall terminate upon any of the following events:

- 1. The member's resignation.
- 2. Expiration of the member's two year term
- 3. Automatically after 2 absences within a 12 month period. The termination shall become effective after written notice is deposited in the U.S. Mail repository and



addressed separately to the member and appointing agency. An "Absence" is the failure to attend a meeting of the Council without giving notice to the First 5 Mono Director or Administrative Assistant.

#### *Article V. Officers and Duties*

- A. President: shall be elected from candidates nominated from the Commission at the June meeting for the first election. Thereafter, the Vice President from the prior year will succeed to the President effective the June meeting each year. The term of office shall be for one year. No member shall serve two consecutive terms as President. The President shall:
  - 1. Preside at all meetings of the Commission.
  - 2. Decide on all points of order. Unless two thirds of those present vote to the contrary, the President's decision shall stand.
- B. Vice President: shall be elected from candidates nominated from the Commission at the June meeting for the first election. The term of office as Vice president shall be for one year with the expectation that the Vice President will serve the subsequent year as President. The Vice President shall act in the absence of the President.
- C. In the event that the President is unable to carry forth his/her duty as an officer, the Vice President shall succeed to complete the term, then serve his/her own full year term. In the event that the Vice President is unable to carry forth his/her duty as an officer, a special election may be called to fill the vacancy at the next scheduled Commission meeting.
- D. Secretary: shall be elected from candidates nominated from the Commission at the June meeting for the first election. The term of office as Secretary shall be for one year with the expectation that the Secretary will serve the subsequent year as Vice President. The Secretary shall act in the absence of the President and Vice President.

#### *Article VI. Committees*

Standing or ad hoc committees may be established by the Commission.

#### *Article VII. Meetings*

- A. The Commission shall hold regular monthly meetings on the third Thursday of every other [or quarterly] month from 2:30-4:30 p.m. in the Mono County Office of Education Conference Room. Meetings may be adjourned or canceled as provided in the Brown Act.

- B. A quorum shall be a majority of the total membership of the Commission. A meeting may not be held unless a quorum is present at the time and place of the meeting.
- C. Action may be taken by an affirmative vote of a majority of a quorum.
- D. Special meetings of the Commission may be held on call of the President or by a majority of the members.
- E. Unless otherwise indicated by these Bylaws, all Commission meetings shall be governed by Robert's Rules of Order Revised.
- F. All meetings shall be conducted in compliance with the Ralph M. Brown Act (Government Code Section 54950 et. seq.).

#### *Article VIII. Conflict of Interest*

The Commission, its members and staff shall comply with the conflict of interest laws of the State of California.

#### *Article IX. Amendments*

These bylaws may be amended by a majority vote of the full Commission. Intention to amend these bylaws, setting forth the specific amendments to be proposed, is to be made in writing at least ten days prior to the meeting. Amendments are subject to review and comment by the Mono County Board of Supervisors.

#### *Article X. Adoption*

These bylaws may be adopted by a majority vote of the full Commission. Adoption is subject to review and comment by the Mono County Board of Supervisors.

**REVIEWED BY:** The Mono County  
Board of Supervisors at the meeting of  
Date:\_\_\_\_\_.

\_\_\_\_\_  
President

# Didi Tergesen

Item #9  
Mtg. Date 10/20/2016

Mono County Office of Education • PO Box 130, Mammoth Lakes, CA 93546 • Phone: (760) 934-0031  
E-Mail: dtergesen@monocoe.org

Date: 8.9.16

Molly DesBaillets  
Executive Director

First 5 Mono  
PO Box 130, 365 Sierra Park Road, Building M  
Mammoth Lakes, CA 93546-0130

Dear Molly:

To follow-up from earlier discussions, this is my formal letter of resignation as the Safe Kids Mono Partners Coordinator. Recently, I increased to full time and am managing an additional program for MCOE. I simply do not have the time required to continue to be the coordinator of Safe Kids Mono Partners with my current work load.

I have greatly appreciated the collaborative spirit of the Safe Kids project. It has been an honor to work with you, First 5 staff, the First 5 Commission, Safe Kids Mono Partners, Safe Kids California, California Department of Public Health, Vehicle Occupant Safety Program and Safe Kids Worldwide.

I will share my resignation in-person at the next Safe Kids meeting on August 17, 2016 and will follow-up with the other partners mentioned above after. My last day will be September 19, 2016.

Many thanks for the wonderful opportunity!

Sincerely,



Didi Tergesen  
Program Specialist, Mono County Office of Education

3:34 PM

10/11/16

Accrual Basis

**First 5 Mono County**  
**Profit & Loss Budget vs. Actual**  
July 2016 through June 2017

	Jul '16 - Jun 17	Budget	\$ Over Budget	% of Budget
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
Prop 10 Tax Revenue	0.00	90,397.00	-90,397.00	0.0%
Small County Augmentation	0.00	259,603.00	-259,603.00	0.0%
SMIF (Surplus Money Inv Fund)	0.00	25.00	-25.00	0.0%
CAPIT (Parenting Partners)	0.00	30,000.00	-30,000.00	0.0%
IMPACT	0.00	57,145.00	-57,145.00	0.0%
CDBG Administration	0.00	6,975.00	-6,975.00	0.0%
CDBG	0.00	187,500.00	-187,500.00	0.0%
Peapod Program (Prop 63 Funds)	0.00	35,000.00	-35,000.00	0.0%
Raising a Reader	0.00	5,000.00	-5,000.00	0.0%
<b>Misc Inc</b>				
Breast Pump Attachments	0.00	100.00	-100.00	0.0%
Total Misc Inc	0.00	100.00	-100.00	0.0%
Interest on F5 Mono Fund Bal	0.00	5,384.00	-5,384.00	0.0%
<b>Total Income</b>	<b>0.00</b>	<b>677,129.00</b>	<b>-677,129.00</b>	<b>0.0%</b>
<b>Expense</b>				
<b>Home Visiting (Resource 9037)</b>				
<b>Welcome Baby! Home Visiting</b>				
Home Visitors Salary	12,740.82	51,373.00	-38,632.18	24.8%
Home Visitors Benefits	1,470.08	4,155.00	-2,684.92	35.4%
Admin Assistant Salary	1,677.87	6,604.00	-4,926.13	25.4%
Admin Assistant Benefits	286.13	1,035.00	-748.87	27.6%
Office Supplies	59.54	1,500.00	-1,440.46	4.0%
Postage	0.00	350.00	-350.00	0.0%
Mileage Reimbursement Personal	4,043.07	10,500.00	-6,456.93	38.5%
Educational Support Materials	140.24	2,500.00	-2,359.76	5.6%
MCOE Indirect	0.00	6,317.00	-6,317.00	0.0%
<b>Total Welcome Baby! Home Visiting</b>	<b>20,417.75</b>	<b>84,334.00</b>	<b>-63,916.25</b>	<b>24.2%</b>
<b>CAPIT Grant Parenting Partners</b>				
Home Visiting Staff	9,165.84	37,000.00	-27,834.16	24.8%
Home Visiting Supervision	1,233.99	4,610.00	-3,376.01	26.8%
Office Supplies	633.16	1,545.00	-911.84	41.0%
Counseling	0.00	2,000.00	-2,000.00	0.0%
Grant Administration	100.00	850.00	-750.00	11.8%
Training & Travel	4,564.58	9,000.00	-4,435.42	50.7%
Educational Materials	0.00	1,000.00	-1,000.00	0.0%
MCOE Indirect	0.00	4,495.00	-4,495.00	0.0%
<b>Total CAPIT Grant Parenting Partners</b>	<b>15,697.57</b>	<b>60,500.00</b>	<b>-44,802.43</b>	<b>25.9%</b>
<b>Lactation Counseling/Childbirth</b>				
Breast Pump Attachments	0.00	100.00	-100.00	0.0%
Lactation Counseling/Childbirth - Other	0.00	2,000.00	-2,000.00	0.0%
<b>Total Lactation Counseling/Childbirth</b>	<b>0.00</b>	<b>2,100.00</b>	<b>-2,100.00</b>	<b>0.0%</b>
<b>Facilities</b>	<b>0.00</b>	<b>3,800.00</b>	<b>-3,800.00</b>	<b>0.0%</b>
<b>Total Home Visiting (Resource 9037)</b>	<b>36,115.32</b>	<b>150,734.00</b>	<b>-114,618.68</b>	<b>24.0%</b>

3:34 PM

10/11/16

Accrual Basis

**First 5 Mono County**  
**Profit & Loss Budget vs. Actual**  
July 2016 through June 2017

	Jul '16 - Jun 17	Budget	\$ Over Budget	% of Budget
<b>School Readiness</b>				
Director Salary	1,586.58	6,113.00	-4,526.42	26.0%
Director Benefits	824.37	3,416.00	-2,591.63	24.1%
Admin Assistant Salary	1,677.90	6,604.00	-4,926.10	25.4%
Admin Assistant Benefits	287.86	1,035.00	-747.14	27.8%
Advertising	0.00	250.00	-250.00	0.0%
Office Supplies/Postage	0.00	1,000.00	-1,000.00	0.0%
Motorpool	0.00	300.00	-300.00	0.0%
MCOE Indirect	0.00	1,717.00	-1,717.00	0.0%
Preschool to K Transition	235.87	3,500.00	-3,264.13	6.7%
Promotional Messaging	243.35	500.00	-256.65	48.7%
Early Literacy	0.00	3,000.00	-3,000.00	0.0%
ESUSD Transition to School	0.00	8,675.00	-8,675.00	0.0%
MUSD Transition to School	0.00	10,000.00	-10,000.00	0.0%
<b>Raising a Reader Mo Co Library</b>				
Story Time				
Leader Salary	390.09	3,600.00	-3,209.91	10.8%
Leader Benefits	45.63	500.00	-454.37	9.1%
Supplies	0.00	250.00	-250.00	0.0%
First 5 Indirect	0.00	435.00	-435.00	0.0%
MCOE Indirect	0.00	215.00	-215.00	0.0%
<b>Total Story Time</b>	<b>435.72</b>	<b>5,000.00</b>	<b>-4,564.28</b>	<b>8.7%</b>
<b>Raising a Reader Mo Co Library - Other</b>	<b>0.00</b>	<b>33,000.00</b>	<b>-33,000.00</b>	<b>0.0%</b>
<b>Total Raising a Reader Mo Co Library</b>	<b>435.72</b>	<b>38,000.00</b>	<b>-37,564.28</b>	<b>1.1%</b>
<b>Facilities</b>	<b>0.00</b>	<b>3,800.00</b>	<b>-3,800.00</b>	<b>0.0%</b>
<b>Total School Readiness</b>	<b>5,291.65</b>	<b>87,910.00</b>	<b>-82,618.35</b>	<b>6.0%</b>
<b>Peapod (Resource 9039)</b>				
Director Salary	352.56	1,308.00	-955.44	27.0%
Director Benefits	183.19	722.00	-538.81	25.4%
Admin Assistant Salary	1,677.90	6,604.00	-4,926.10	25.4%
Admin Assistant Benefits	286.17	1,035.00	-748.83	27.6%
Peapod Leaders Salary	3,486.38	13,958.00	-10,471.62	25.0%
Peapod Leaders Benefits	309.74	925.00	-615.26	33.5%
Office Supplies	701.28	2,000.00	-1,298.72	35.1%
Advertising	0.00	683.00	-683.00	0.0%
Training	55.00	2,537.00	-2,482.00	2.2%
Playgoup Materials	10.79	1,046.00	-1,035.21	1.0%
Mileage Reimbursement Personal	0.00	1,000.00	-1,000.00	0.0%
MCOE Indirect	0.00	2,455.00	-2,455.00	0.0%
First 5 Indirect	113.00	726.63	-613.63	15.6%
<b>Total Peapod (Resource 9039)</b>	<b>7,176.01</b>	<b>34,999.63</b>	<b>-27,823.62</b>	<b>20.5%</b>
<b>Child Care Quality</b>				
<b>IMPACT</b>				
Director Salary	1,233.99	4,275.00	-3,041.01	28.9%
Director Benefits	641.18	1,322.00	-680.82	48.5%
Coordinator Salary	7,036.32	28,742.00	-21,705.68	24.5%
Coordinator Benefits	3,564.68	7,496.00	-3,931.32	47.6%
Materials & Supplies	414.87	900.00	-485.13	46.1%
Travel	138.46	2,000.00	-1,861.54	6.9%
Equipment	0.00	1,000.00	-1,000.00	0.0%
Incentives	0.00	14,000.00	-14,000.00	0.0%
Contractual	1,058.00	1,405.00	-347.00	75.3%

**First 5 Mono County**  
**Profit & Loss Budget vs. Actual**  
July 2016 through June 2017

	Jul '16 - Jun 17	Budget	\$ Over Budget	% of Budget
<b>Indirect</b>				
MCOE Indirect	0.00	4,184.00	-4,184.00	0.0%
First 5 Indirect	508.50	4,988.00	-4,479.50	10.2%
<b>Total Indirect</b>	508.50	9,172.00	-8,663.50	5.5%
<b>Total IMPACT</b>	14,596.00	70,312.00	-55,716.00	20.8%
<b>Total Child Care Quality</b>	14,596.00	70,312.00	-55,716.00	20.8%
<b>Oral Health (Resource 9038)</b>				
Director Salary	352.56	1,308.00	-955.44	27.0%
Director Benefits	183.37	722.00	-538.63	25.4%
Tooth Tutor Part-time Emp	0.00	2,938.00	-2,938.00	0.0%
Tooth Tutor Benefits	0.00	149.00	-149.00	0.0%
Educational Support Materials	0.00	1,000.00	-1,000.00	0.0%
MCOE Indirect	0.00	512.00	-512.00	0.0%
<b>Total Oral Health (Resource 9038)</b>	535.93	6,629.00	-6,093.07	8.1%
<b>Safe Kids Coalition</b>	0.00	7,000.00	-7,000.00	0.0%
<b>CDBG Admin Expense</b>	2,145.91	6,975.00	-4,829.09	30.8%
<b>CDBG-ESUSD</b>	691.39	187,500.00	-186,808.61	0.4%
<b>Evaluation</b>	0.00	1,319.00	-1,319.00	0.0%
<b>F5 Operations</b>				
<b>F5 Operations (Resource 9300)</b>				
Director Salary	11,634.90	37,308.00	-25,673.10	31.2%
Director Benefits	6,686.58	28,259.00	-21,572.42	23.7%
Admin Assistant Salary	4,287.93	16,875.00	-12,587.07	25.4%
Admin Assistant Benefits	740.86	2,400.00	-1,659.14	30.9%
Office Supplies/Postage	493.04	2,500.00	-2,006.96	19.7%
Advertising	366.91	500.00	-133.09	73.4%
Rent	1,000.00	8,100.00	-7,100.00	12.3%
Phones	59.06	500.00	-440.94	11.8%
Commisioner Travel	0.00	1,000.00	-1,000.00	0.0%
Staff Travel	288.78	4,000.00	-3,711.22	7.2%
MCOE Indirect	0.00	8,484.00	-8,484.00	0.0%
<b>Total F5 Operations (Resource 9300)</b>	25,558.06	109,926.00	-84,367.94	23.3%
<b>Total F5 Operations</b>	25,558.06	109,926.00	-84,367.94	23.3%
<b>Miscellaneous</b>				
F5 Association Dues	3,163.00	2,875.00	288.00	110.0%
Fiscal Audit	3,900.00	5,950.00	-2,050.00	65.5%
Mono County Counsel	0.00	5,000.00	-5,000.00	0.0%
<b>Total Miscellaneous</b>	7,063.00	13,825.00	-6,762.00	51.1%
<b>Total Expense</b>	99,173.27	677,129.63	-577,956.36	14.6%
<b>Net Ordinary Income</b>	-99,173.27	-0.63	-99,172.64	15,741,788.9%
<b>Net Income</b>	<u>-99,173.27</u>	<u>-0.63</u>	<u>-99,172.64</u>	<u>15,741,788.9%</u>

## FY 2016-17 Budget Revision Proposal

	YTD October 1	Current Budget	Revised Budget Proposal	Change +/-
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
Prop 10 Tax Revenue	0.00	90,397.00	90,397.00	
Small County Augmentation	0.00	259,603.00	259,603.00	
SMIF (Surplus Money Inv Fund)	0.00	25.00	25.00	
CAPIT (Parenting Partners)	0.00	30,000.00	30,000.00	
IMPACT	0.00	57,145.00	57,145.00	
CDBG Administration	0.00	6,975.00	9,887.28	
CDBG	0.00	187,500.00	224,102.00	36,602.00
Peapod Program (Prop 63 Funds)	0.00	35,000.00	35,000.00	
Raising a Reader	0.00	5,000.00	2,048.82	-2,951.18
Misc Inc				
Breast Pump Attachments	0.00	100.00	100.00	
Total Misc Inc	0.00	100.00	100.00	
Interest on F5 Mono Fund Bal	0.00	5,384.00	6,200.00	
<b>Total Income</b>	<b>0.00</b>	<b>677,129.00</b>	<b>714,508.10</b>	<b>37,379.10</b>
<b>Expense</b>				
<b>Home Visiting (Resource 9037)</b>				
<b>Welcome Baby! Home Visiting</b>				
Home Visitors Salary	8,801.02	51,373.00	56,229.25	4,856.25
Home Visitors Benefits	961.20	4,155.00	4,672.92	517.92
Admin Assistant Salary	1,118.58	6,604.00	6,711.48	107.48
Admin Assistant Benefits	190.46	1,035.00	1,142.76	107.76
Office Supplies	0.00	1,500.00	1,500.00	
Postage	0.00	350.00	200.00	-150.00
Mileage Reimbursement Personal	1,449.18	10,500.00	6,100.00	-4,400.00
Educational Support Materials	0.00	2,500.00	2,200.00	-300.00
MCOE Indirect	0.00	6,317.00	6,811.93	494.93
<b>Total Welcome Baby! Home Visiting</b>	<b>12,520.44</b>	<b>84,334.00</b>	<b>85,568.34</b>	<b>1,234.34</b>
<b>CAPIT Grant Parenting Partners</b>				
Home Visiting Staff	6,557.36	37,000.00	37,000.00	
Home Visiting Supervision	822.66	4,610.00	4,610.00	
Office Supplies	0.00	1,545.00	1,545.00	
Counseling	0.00	2,000.00	2,000.00	
Grant Administration	0.00	850.00	850.00	
Training & Travel	4,587.10	9,000.00	9,000.00	
Educational Materials	0.00	1,000.00	1,000.00	
MCOE Indirect	0.00	4,495.00	4,495.00	
<b>Total CAPIT Grant Parenting Partners</b>	<b>11,967.12</b>	<b>60,500.00</b>	<b>60,500.00</b>	
<b>Lactation Counseling/Childbirth</b>				
Breast Pump Attachments	0.00	100.00	100.00	
Lactation Counseling/Childbirth - Other	0.00	2,000.00	2,000.00	
<b>Total Lactation Counseling/Childbirth</b>	<b>0.00</b>	<b>2,100.00</b>	<b>2,100.00</b>	
<b>Facilities</b>	<b>0.00</b>	<b>3,800.00</b>	<b>0.00</b>	<b>-3,800.00</b>
<b>Total Home Visiting (Resource 9037)</b>	<b>24,487.56</b>	<b>150,734.00</b>	<b>148,168.34</b>	<b>-2,565.66</b>



**School Readiness**

Director Salary	1,057.72	6,113.00	6,346.32	233.32
Director Benefits	547.39	3,416.00	3,284.34	-131.66
Admin Assistant Salary	1,118.60	6,604.00	6,711.60	107.60
Admin Assistant Benefits	190.49	1,035.00	1,142.94	107.94
Advertising	0.00	250.00	250.00	
Office Supplies/Postage	0.00	1,000.00	1,000.00	
Motorpool	0.00	300.00	300.00	
MCOE Indirect	0.00	1,717.00	1,591.15	-125.85
Preschool to K Transition	235.87	3,500.00	3,500.00	
Promotional Messaging	243.35	500.00	500.00	
Early Literacy	0.00	3,000.00	3,000.00	
ESUSD Transition to School	0.00	8,675.00	8,675.00	
MUSD Transition to School	0.00	10,000.00	10,000.00	
Preschool Support			4,000.00	4,000.00
Raising a Reader Mo Co Library				
Story Time				
Leader Salary	304.97	3,600.00	1,366.13	-2,233.87
Leader Benefits	40.51	500.00	215.45	-284.55
Supplies	0.00	250.00	200.00	-50.00
First 5 Indirect	0.00	435.00	123.31	-311.69
MCOE Indirect	0.00	215.00	143.92	-71.08
Total Story Time	345.48	5,000.00	2,048.82	-2,951.18
Raising a Reader Mo Co Library - Other	0.00	33,000.00	33,000.00	0.00
Total Raising a Reader Mo Co Library	345.48	38,000.00	35,048.82	-2,951.18
Facilities	0.00	3,800.00	0.00	-3,800.00
Total School Readiness	3,738.90	87,910.00	85,350.17	-2,559.83
Peapod (Resource 9039)				0.00
Director Salary	235.04	1,308.00	1,410.24	102.24
Director Benefits	121.64	722.00	731.00	9.00
Admin Assistant Salary	1,118.60	6,604.00	6,711.60	107.60
Admin Assistant Benefits	190.49	1,035.00	1,142.94	107.94
Peapod Leaders Salary	2,393.75	13,958.00	18,584.00	4,626.00
Peapod Leaders Benefits	213.42	925.00	1,490.54	565.54
Office Supplies	0.00	2,000.00	200.00	-1,800.00
Advertising	0.00	683.00	300.00	-383.00
Training	55.00	2,537.00	1,000.00	-1,537.00
Playgoup Materials	10.79	1,046.00	200.00	-846.00
Mileage Reimbursement Personal	0.00	1,000.00	200.00	-800.00
MCOE Indirect	0.00	2,455.00	2,754.60	299.60
First 5 Indirect	0.00	726.63	275.08	-451.55
Total Peapod (Resource 9039)	4,338.73	34,999.63	35,000.00	0.37
Child Care Quality				
IMPACT				
Director Salary	822.66	4,275.00	4,935.96	660.96
Director Benefits	425.75	1,322.00	2,554.50	1,232.50
Coordinator Salary	4,690.88	28,742.00	28,145.28	-596.72
Coordinator Benefits	2,364.37	7,496.00	4,778.34	-2,717.66
Materials & Supplies	0.00	900.00	900.00	
Travel	86.86	2,000.00	2,000.00	
Equipment	0.00	1,000.00	1,000.00	
Incentives	0.00	14,000.00	14,000.00	
Contractual	460.00	1,405.00	2,827.00	1,422.00
Indirect				
MCOE Indirect	0.00	4,184.00	681.63	-3,502.37
First 5 Indirect	0.00	4,988.00	8,489.53	3,501.53
Total Indirect	0.00	9,172.00	9,171.16	
Total IMPACT	8,850.52	70,312.00	70,312.24	
Total Child Care Quality	8,850.52	70,312.00	70,312.24	

<b>Oral Health (Resource 9038)</b>				
Director Salary	235.04	1,308.00	1,410.24	102.24
Director Benefits	121.64	722.00	729.84	7.84
Tooth Tutor Part-time Emp	0.00	2,938.00	1,900.00	-1,038.00
Tooth Tutor Benefits	0.00	149.00	126.96	-22.04
Educational Support Materials	0.00	1,000.00	1,000.00	
MCOE Indirect	0.00	512.00	379.20	-132.80
<b>Total Oral Health (Resource 9038)</b>	<b>356.68</b>	<b>6,629.00</b>	<b>5,546.24</b>	<b>-1,082.76</b>
Safe Kids Coalition	0.00	7,000.00	7,000.00	
CDBG Admin Expense	1,443.55	6,975.00	9,887.28	2,912.28
CDBG-ESUSD	32.00	187,500.00	224,102.00	36,602.00
Evaluation	0.00	1,319.00	1,319.00	
<b>F5 Operations</b>				
<b>F5 Operations (Resource 9300)</b>				
Director Salary	7,756.60	37,308.00	46,539.60	9,231.60
Director Benefits	4,439.95	28,259.00	26,639.70	-1,619.30
Admin Assistant Salary	2,858.62	16,875.00	17,151.72	276.72
Admin Assistant Benefits	486.74	2,400.00	2,920.44	520.44
Office Supplies/Postage	307.76	2,500.00	2,500.00	
Advertising	0.00	500.00	500.00	
Rent	500.00	8,100.00	6,000.00	-2,100.00
Phones	-5.19	500.00	200.00	-300.00
Commisioner Travel	0.00	1,000.00	1,000.00	
Staff Travel	-419.84	4,000.00	4,000.00	
MCOE Indirect	0.00	8,484.00	9,838.08	1,354.08
<b>Total F5 Operations (Resource 9300)</b>	<b>15,924.64</b>	<b>109,926.00</b>		
<b>Total F5 Operations</b>	<b>15,924.64</b>	<b>109,926.00</b>	<b>117,289.54</b>	<b>7,363.54</b>
<b>Miscellaneous</b>				
F5 Association Dues	3,163.00	2,875.00	3,163.00	288.00
Fiscal Audit	0.00	5,950.00	5,950.00	
Mono County Counsel	0.00	5,000.00	3,000.00	-2,000.00
<b>Total Miscellaneous</b>	<b>3,163.00</b>	<b>13,825.00</b>	<b>12,113.00</b>	<b>-1,712.00</b>
<b>Total Expense</b>	<b>62,335.58</b>	<b>677,129.63</b>	<b>716,087.82</b>	<b>38,958.19</b>
<b>Net Ordinary Income</b>	<b>-62,335.58</b>	<b>-0.63</b>	<b>-1,579.72</b>	<b>-1,579.09</b>
<b>Net Income</b>	<b>-62,335.58</b>	<b>-0.63</b>	<b>-1,579.72</b>	<b>-1,579.09</b>