

<u>AGENDA</u>

October 26, 2023 3:00 p.m.

Meeting will be held at: Workforce Assistance Center – Executive Conference Room 2037 W. Cleveland Avenue, Madera, CA 93637, 559-662-4589

REASONABLE ACCOMMODATION FOR ANY INDIVIDUAL WITH A DISABILITY Pursuant to the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, any individual with a disability who requires reasonable accommodation to attend or participate in a meeting or function of the Madera County Workforce Investment Corporation, may request assistance by contacting the Executive Assistant at Madera County Workforce Investment Corporation office, 2037 W. Cleveland Avenue, Madera, CA 93637; Telephone 559/662-4589; CRS 711; Fax 559/673-1794.

This agenda and supporting documents relating to the items on this agenda are available through the Madera County Workforce Investment Corporation (MCWIC) website at http://www.maderaworkforce.org/mcwic-meetings-and-agenda/. These documents are also available at the Workforce Assistance Center – office of the Executive Director. MCWIC is an equal Opportunity Employer/Program. Auxiliary aids and services are available upon request.

1.0 Call to Order

1.1 Pledge of Allegiance

2.0 Additions to the Agenda

Items identified after preparation of the agenda for which there is a need to take immediate action. Two-thirds vote required for consideration (Government Code Section 54954.2(b)(2))

3.0 Public Comment

This time is made available for comment from the public on matters within the Board's jurisdiction. The comment period will be limited to 15 minutes. Each speaker will be limited to 3 minutes.

4.0 Introductions and Recognitions

5.0 Adoption of Board Agenda

6.0 Consent Calendar

6.1 Consideration of approval of the September 28, 2023, Madera County Workforce Investment Corporation (MCWIC) meeting minutes.

7.0 Action Items

- 7.1 Consideration of approval of the MCWIC year-to-date financial reports for period ending July 31, 2023.
- 7.2 Consideration of approval of the MCWIC year-to-date financial reports for period ending August 31, 2023.
- 7.3 Consideration of approval of budget adjustment requests for fiscal year (FY) 2023-2024 to include:
 - Budget Adjustment: Correction to Quest National Dislocated Worker Grant (NDWG): \$50,931 incorrectly listed as year-end carryover into July 2024. \$50,931 should have been assigned to the direct training budget specific to the grant.

- Budget Adjustment: Kaiser–Pathways to Careers Community Benefit Program in the amount of \$75,000 to continue project implemented in the previous fiscal year.
- Budget Adjustment: United Way net amount of \$10,000 new grant received. Funds to support staff and overhead costs in connection to the Community Economic Resilience Funds (CERF) planning process.
- 7.4 Consideration of approval of the revised contract between the Chief Local Elected Official (CLEO), the WDB and the Madera County Workforce Investment Corporation for the administration of the Workforce Innovation and Opportunity Act (WIOA). Revisions to the CLEO align the roles and responsibilities of each entity under WIOA and current practices.
- 7.5 Consideration and approval of revised Employee Handbook to include updates to the Sick Leave and Bereavement Leave policies, Retirement Plan Benefits, and the addition of a Lactation Policy.

8.0 Information Items

- 8.1 Success Stories
- 8.2 Update on Workforce Development Board (WDB) of Madera County
- 8.3 Workforce Development Apprenticeship Professional (WDAP) Program
- 8.4 Beaudette Inc.'s One Stop Operator (OSO) report for the period of July 1, 2023, through September 30, 2023.
- 8.5 Workforce Assistance Center Quarterly Resource Fairs
- 8.6 Valley Community SBDC Business Workshops
- 8.7 Workforce Data Presentation
- 8.8 Unemployment Insurance (UI) Claims Information

9.0 Written Communication

10.0 Open Discussion/Reports/Information

- 10.1 Board Members
- 10.2 Staff

11.0 Next Meeting

December 7, 2023

12.0 Adjournment



MINUTES

September 28, 2023

Convened at the Workforce Assistance Center - Conference Room 2037 W. Cleveland Avenue, Madera, CA 93637 (559) 662-4589

- PRESENT: Ramona Davie, Mike Farmer, Roger Leach, Gabriel Mejia
- ABSENT: Debi Bray, Mattie Mendez, Tim Riche
- GUEST:
- STAFF: Nicki Martin, Jessica Roche, Maiknue Vang

1.0 Call to Order

Meeting called to order at 3:04 p.m. by Vice Chair Gabriel Mejia.

- 1.1 Pledge of Allegiance
- 2.0 Additions to the Agenda

None.

3.0 Public Comment

None.

4.0 Introductions and Recognitions

None.

5.0 Adoption of Board Agenda

Roger Leach moved to adopt the agenda, seconded by Mike Farmer.

Vote: Approved – unanimous

Yes: Ramona Davie, Mike Farmer, Roger Leach, Gabriel Mejia

6.0 Consent Calendar

6.1 Consideration of approval of the August 24, 2023, Madera County Workforce Investment Corporation (MCWIC) meeting minutes.

Ramona Davie moved to approve, seconded by Roger Leach.

Vote: Approved – unanimous

Yes: Ramona Davie, Mike Farmer, Roger Leach, Gabriel Mejia

7.0 Action Items

7.1 Consideration of approval of Mike Farmer's revised MCWIC Board Member application to include Jay Chapel.

Staff and the MCWIC Board were happy to know that Pastor Farmer is able to stay on the MCWIC Board. He will now represent Jay Chapel.

Roger Leach moved to approve, seconded by Ramona Davie.

Vote: Approved – unanimous

Yes: Ramona Davie, Mike Farmer, Roger Leach, Gabriel Mejia

7.2 MCWIC Chair Election

Debi Bray, current MCWIC Chair, is absent but she let staff know that she was available to continue to act as the MCWIC Chair but would be happy to step down if anyone else was interested in becoming the Chair.

Roger Leach nominated Debi Bray for MCWIC Chair, seconded by Gabriel Mejia.

Vote: Approved – unanimous

Yes: Ramona Davie, Mike Farmer, Roger Leach, Gabriel Mejia

7.3 MCWIC Vice Chair Election

Mike Farmer nominated Gabriel Mejia for MCWIC Vice Chair, seconded by Roger Leach.

Vote: Approved – unanimous

Yes: Ramona Davie, Mike Farmer, Roger Leach, Gabriel Mejia

8.0 Information Items

8.1 Success Stories

There were no success stories shared with the Board as the person who was scheduled to present had an emergency and was not able to attend the meeting.

8.2 Update on Workforce Development Board (WDB) of Madera County

Information provided within the agenda packet.

8.3 Funds Utilization Status Report Ending June 30, 2023, for Program Year (PY) 2021-22 and 2022-23

Information provided within the agenda packet.

- 8.4 Re-classification of Executive Assistant Confidential Position from Administrative Exempt to Non-Exempt Status
- 8.5 Revised Exempt and Non-Exempt Salary Schedules

8.6 Attorney Memo Regarding Agency Responsibility for Personnel Related Decisions

Information provided within the agenda packet. Agenda items 8.4, 8.5, and 8.6 were discussed as a group. Since being appointed as the Executive Director, Maiknue has been reviewing policies and processes, including staffing and salary schedules. After further review of the job classification of the Executive Assistant, staff question whether the position meets the qualifications for an exempt position. An exempt Executive Assistant would have the authority to make decisions and act on behalf of the Executive Director. MCWIC's Executive Assistant position does not exercise that type of

authority. Staff consulted with Sierra HR and the attorney and were advised that the position would not meet the threshold to be classified as exempt. It was recommended that the position be moved back to the non-exempt salary schedule. The reclassification does not affect the salary for the position. In speaking to the Attorney about personnel items and the Board agenda, the attorney provided the memo for the support and clarification to the Executive Director. The memo serves as a review of the responsibilities and roles of the MCWIC board. It also serves as a guide to how budgets, employee agenda items, and the employee handbook should be brought to the MCWIC Board. Personnel items will come to the Board as information items. The budget, salary schedules and employee handbook will come before the Board annually at the start of the program year. Personnel items that could have a financial impact can be discussed within the budget action items e.g. a new position funded through a new grant. Staffing and employees fall under the direction of the Executive Director. The Executive Director reports directly to the MCWIC Board. Should the Executive Director become incapacitated, the Board can assign another employee to the role.

8.7 Workforce Development Professionals Day – September 1, 2023

Information provided within the agenda packet. It was a fun day. Debi Bray, MCWIC, and Omair Javaid, WDB, came by and spoke to staff and joined them for lunch. Staff reviewed the program year's data and goals. Staff talked about marketing and possibly placing signage along highway 99.

8.8 Unemployment Insurance (UI) Claims Information

Information provided within the agenda packet. Madera's current unemployment is approximately 7%. It is now at pre-pandemic levels. UI numbers are based on the number of people participating in the labor force – it does not include all Madera County residents. For this reason, the UI numbers don't accurately represent the true number of unemployed people within the County. People ages 16-19 have the lowest labor force participation rate followed by 30-34 year olds.

9.0 Written Communication

None.

10.0 Open Discussion/Reports/Information

10.1 Board Members

None.

10.2 Staff

Maiknue reported that Madera Workforce was awarded another round of Kaiser Grant funds. These funds can be used for non-WIOA services and/or participants. Non-WIOA participants may not have right-to-work documents or have their selective services documents in place.

11.0 Next Meeting

October 26, 2023

12.0 Adjournment

Roger Leach moved to adjourn at 3:56 p.m., seconded by Mike Farmer.

Madera County Workforce Investment Corporation

Balance Sheet - Statement of Financial Position FY 2023-2024

As of 7/31/2023 (In Whole Numbers)

	Current Fiscal Year	Unaudited Prior Year Financials Ending Balance
N 40		
CURRENT ASSETS		
Cash and cash equivalents		
Cash in BA - Main	444,111	437,671
Cash in BA - Payroll	20,611	76,139
Total Cash and cash equivalents	464,723	513,811
Accounts Receivable		
Accounts Receivable	26,238	26,837
Grants/Program Contracts Receivable	293,674	329,007
Total Accounts Receivable	319,912	355,844
Prepaid Expenses		
Prepaid Expense	1,446	1,446
Total Prepaid Expenses	1,446	1,446
Total assets, net		
Computer & Software	161,493	161,493
Office Equipment	21,930	21,195
Vehicles	0	0
Furniture & Fixtures	550	550
Accumulated Depreciation	(168,269)	(168,269)
Total Total assets, net	15,704	14,969
Total CURRENT ASSETS	801,784	886,069
CURRENT LIABILITIES		
Accounts Payable	59,828	74,994
Accrued payroll and related expenses	65,453	65,352
Vacation Payable	62,435	31,449
Total CURRENT LIABILITIES	187,716	171,796
NET ASSETS		
Temporary restricted and unrestricted		
Unrestricted	(548,686)	(622,880)
Restricted	(65,383)	(91,393)
Total Temporary restricted and unrestricted	(614,069)	(714,273)
Total NET ASSETS	(614,069)	(714,273)
Total liabilities and net assets	801,784	886,069

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Madera County Workforce Investment Corporation Statement of Cash Flows - Board Report - Statement of Cash Flow As of 7/31/2023

(In Whole Numbers)

	Current Month	Current Fiscal Year
CASH FLOWS FROM OPERATING ACTIVITES	-	
Change in Net Assets		
-	(100,205)	(100,205)
Change in Operating Assets:	(100)200)	(100,200)
Accounts Receivable		
Accounts Receivable	599	599
Grants/Program Contracts Receivable	35,333	35,333
Total Accounts Receivable	35,932	35,932
Total Change in Operating Assets:	35,932	35,932
Change in Operating Liabilities:	55,552	55,552
Accounts payable		
Accounts Payable	(15,166)	(15,166)
Total Accounts payable	(15,166)	(15,166)
Accrued payroll and related expenses	31,086	31,086
Total Change in Operating Liabilities:	15,920	15,920
Total CASH FLOWS FROM OPERATING ACTIVITES	(48,353)	(48,353)
	(10/000)	(10,000)
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of Property and Equipment		
	(735)	(735)
Total Purchase of Property and Equipment	(735)	(735)
Total CASH FLOWS FROM INVESTING ACTIVITIES	(735)	(735)
Net Cash used in Investing Activities	(735)	(735)
Net Change in Cash and Cash Equivalents	(49,088)	(49,088)
Cash and Cash Equivalents at the Beginning of the Year		
	513,811	513,811
Total Cash and Cash Equivalents at the Beginning of the Year	513,811	513,811
Cash and Cash Equivalents as of Current Period End Date	464,723	464,723



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Madera County Workforce Investment Corporation Budget to Actual From 7/1/2023 Through 7/31/2023

		Bu	ıdget Board						
GL Code	² Account Title	Appr	oved 8.24.23		YTD Actual		YTD Enc	Budget Variance	
01	Revenue			-		-			
4000	Grant Revenue (Federal)	\$	3,618,850	\$	152,521	\$		\$	3,466,329
4100	Contribution Income	\$	5,000	\$		\$	-	\$	5,000
4100	Contribution In-Kind (goods)	\$	(+)	\$		\$	÷	\$	-
4300	Other Revenue (State or Local)	\$	762,145	\$	29,656	\$	-	\$	732,489
1500	Interest Revenue	\$	-	\$	0	\$	-	\$	(0)
1600	Sublease/Rental Income	\$	206,834	\$	16,597	\$		\$	190,237
Total 01	Revenue	\$	4,592,829	\$	198,774	\$		\$	4,394,055
)2	Personnel Costs								
100	Staff Salaries	\$	1,416,475	\$	135,025	\$	-	\$	1,281,450
5107	Temporary Worker WEX/TJT	\$	-	\$	8,511	\$		\$	(8,511)
5111	Employer Medicare Expense	\$	20,539	\$	1,710	\$	-	\$	18,829
5112	Social Security Employer Exp	\$	87,821	\$	7,314	\$		\$	80,507
115	CA Unemployment Insurance Exp	\$	4,732	\$	(1,361)	\$		\$	6,093
116	CA Training Tax Expense	\$	182	\$	8	\$		\$	174
120	Workers Compensation Expense	\$	17,564	\$	1,114	\$	÷	\$	16,450
130	Group Health Insurance Expense	\$	163,200	\$	14,406	\$	148,772	\$	22
140	Employers 457 Expense	\$	84,989	\$	5,915	\$	-	\$	79,074
160	Group Dental Insurance	\$	15,600	\$	894	\$	13,907	\$	799
170	Group Vision Insurance	\$	4,680	\$	207	\$	4,409	\$	64
180	Group Life Insurance	\$	4,680	\$	219	\$	4,462	\$	
5190	Employee Assistance Program Expense	\$	1,092	\$	46	\$	1,046	\$	+
Fotal 02	Personnel Costs	\$	1,821,554	\$	174,010	\$	172,595	\$	1,474,949
13	General Operating								
5200	Materials and Supplies	\$	15,000	\$	1,047	\$	1,121	\$	12,833
5210	Facility Materials and Supplies	\$	8,000	\$	32	\$	-	\$	7,968
300	Rent Expense	\$	223,071	\$	18,436	\$	209,229	\$	(4,594)
310	Common Area Maintenance	\$	27,346	\$		\$	27,346	\$	(0)
320	Telephone Expense	\$	15,650	\$	1,281	\$	13,659	\$	710
5330	Utilities Expense	\$	98,754	\$	8,773	\$	89,945	\$	36
5340	Property & Liability Insurance	\$	11,500	Ψ \$	0,775	₽ \$	4,467	\$	7,033
5400	Postage Expense	4					7,407	\$	
		≯	322	\$	30	\$	-	\$	292
5410	Printing Expense	\$	5,478	\$		\$		\$	5,478

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Madera County Workforce Investment Corporation Budget to Actual From 7/1/2023 Through 7/31/2023

GL Code	² Account Title		idget Board oved 8.24.23		YTD Actual		YTD Enc	Bud	lget Variance
5420	Advertising Expense	\$	11,500	\$	(350)	\$		\$	11,850
5440	Dues, Subscriptions, Fees Expense	\$		\$	4,130	\$	-	\$	49,957
5450	Publications	т	,	т	.,===	т		\$	
5500	Auditing Fees	\$	35,000	\$		\$	-	\$	35,000
5510	Legal Fees	\$	6,500	\$	-	\$	5,000	\$	1,500
5520	Contracting/Professional Services	\$	28,500	\$	150	\$	4,150	\$	24,200
5530	Taxes and Fees	\$	400	\$		\$.,	\$	400
5600	Office Equipment	\$	5,000	\$	-	\$		\$	5,000
5610	Equipment Maintenance	\$	18,663	\$	826	\$	12,465	\$	5,373
5620	Equipment Rental	\$	5,906	\$	380	\$	1,826	\$	3,700
5630	Software Expense	т	-,	т		т	_,	\$	
5632	Information Technology	\$	219,843	\$	8,400	\$	42,753	\$	168,690
5640	Internet Expense	\$	8,389	\$	922	\$	10,238	\$	(2,771)
5650	Computer Hardware		-,	1			,	\$	-
5710	Staff Training Expense	\$	7,950	\$	738	\$		\$	7,212
5720	Travel Expense	\$	66,800	\$	1,114	\$		\$	65,686
5730	Conference, Conventions & Meetings	\$	9,650	\$	2,123	\$		\$	7,527
5810	General Operating Services	\$	9,300	\$	5,308	\$	2,412	\$	1,580
5820	Facility Maintenance Services	\$	72,537	\$	801	\$	10,619	\$	61,116
5870	Depreciation Expense							\$	-
5980	Fixed Assets - Expense Offset	\$	-	\$	(735)	\$		\$	735
Total 03	General Operating	\$	965,146	\$	53,405	\$	435,231	\$	476,510
04	Direct Client Costs	1							
5800	Program Services	\$	1,464,531	\$	74,331	\$	217,434	\$	1,172,766
5801	Subagreement for Program Services	\$	110,000	\$	× .	\$	-	\$	110,000
Total 04	Direct Client Costs	\$	1,574,531	\$	74,331	\$	217,434	\$	1,282,766
Total Exp	penditures	\$	4,361,231	\$	301,746	\$	825,260	\$	3,234,226
Revenue	Less Expenditure	\$	231,598	\$	(102,971)	\$	(825,260)	\$	1,159,829

Notes: GL 5107 Temporary Workers are budgeted in direct client expenses and not operational staff. Budget offset is reflected in Direct Client Costs -Program Services, 9039 Paid Work Experience.

Madera County Workforce Investment Corporation Budget to Actual From 7/1/2023 Through 7/31/2023

	Budget Board			
GL Code Account Title	Approved 8.24.23	YTD Actual	YTD Enc	Budget Variance

Breakout of Program Services #04 above by Activitiy Description:

		udget Board Approved				
GL Code	Account Title	8.25.22	YTD Actual	YTD Enc	Bu	idget Variance
04	Direct Client Costs					
9020	Training - Other	\$ 192,642	\$ -	\$ ÷	\$	192,642
9021	Skills Training (ITA)	\$ 513,315	\$ 41,225	\$ 110,879	\$	361,211
9022	On-The-Job (OJT) Training	\$ 400,000	\$ 7,021	\$ 19,872	\$	373,107
9023	Transitional Job Training (TJT)	\$ 70,295	\$	\$ 46,852	\$	23,443
9039	Paid Work Experience	\$ 63,254	\$ 14	\$ 9,840	\$	53,414
9052	Client Supportive Services	\$ 206,485	\$ 17,179	\$ 26,716	\$	162,590
9056	Incentives	\$ 5,000	\$ 510	\$ 	\$	4,490
9554	Assessments	\$ 13,540	\$ 8,396	\$ · ·	\$	5,144
Total 04	Direct Client Costs	\$ 1,464,531	\$ 74,331	\$ 214,159	\$	1,176,042

Breakout of Program MCWIC Temporary Worker Employees Payroll Costs for WEX and TJT:

GL Code	A second se		YTD	Actual
5107	9039	Temporary Worker WEX/TJT	\$	-
5111	9039	Employer Medicare Expense	\$	
5112	9039	Social Security Employer Exp	\$	+
5115	9039	CA Unemployment Insurance Exp	\$	-
5116	9039	CA Training Tax Expense	\$	
5120	9039	Workers Compensation Expense	\$	
Reflected as	direct client program costs on State	e reports	\$	

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AGENDA ITEM 7.1

Madera County Workforce Investment Corporation

Aged Receivables by Invoice Date Aging Date - 7/31/2023 From 7/1/2023 Through 7/31/2023

Customer ID	Customer Name	Invoice Date	Invoice Number	Invoice/Credit Description	Total	Current	1 - 30 Days Past Due	31 - 60 Days Past Due	61 - 90 Days Past Due	Over 90 Da Past Due
1005	Madera County Probation Department	7/18/2023	ARDoc1824	MC Probation JDF Invoice May 2023	4,139.24	0.00	4,139.24	0.00	0.00	0.00
1005		7/18/2023	ARDoc1825	MC Probation JDF Invoices June 2023	3,027.40	0.00	3,027.40	0.00	0.00	0.00
1005		7/18/2023	ARDoc1826	MC Probation CCP May 2023 Invoices	6,164.15	0.00	6,164.15	0.00	0.00	0.00
1005		7/18/2023	ARDoc1827	MC Probation CCP June 2023 Invoice	5,150.53	0.00	5,150.53	0.00	0.00	0.00
1005		8/25/2023	ARDoc1843	July 2023 Invoice MCDC Mini AJCC	10,835.78	10,835.78	0.00	0.00	0.00	0.00
1005		8/25/2023	ARDoc1844	July 2023 Invoices CCP In-Custody	1,916.46	1,916.46	0.00	0.00	0.00	0.00
1005		8/28/2023	ARDoc1845	July 2023 Invoices JDF YY	2,052.37	2,052.37	0.00	0.00	0.00	0.00
Total 1005	Madera County Probation Department				33,285.93	14,804.61	18,481.32	0.00	0.00	0.00
Report Tota	1				33,285.93	14,804.61	18,481.32	0.00	0.00	0.00

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Aging Date -6/30/2023

Vendor ID	Vendor Name	Date Invoiced Invoice Number	Amount Due	1 - 30 Days Past Due	31 - 60 Days Past Due	Total
1007	ADVANCED CAREER INSTITUTE	8/9/2023 APDoc9345	2,274.94	0.00	0.00	2,274.94
	ADVANCED CAREER INSTITUTE	8/9/2023 APDoc9346	533.52	0.00	0.00	533.52
	ADVANCED CAREER INSTITUTE	8/9/2023 APDoc9349	470.34	0.00	0.00	470.34
	ADVANCED CAREER INSTITUTE	8/10/2023 APDoc9343	758.68	0.00	0.00	758.68
	ADVANCED CAREER INSTITUTE	8/11/2023 APDoc9344	2,265.98	0.00	0.00	2,265.98
	ADVANCED CAREER INSTITUTE	8/11/2023 APDoc9347	3,237.51	0.00	0.00	3,237.51
	ADVANCED CAREER INSTITUTE	8/11/2023 APDoc9348	1,528.26	0.00	0.00	1,528.26
	ADVANCED CAREER INSTITUTE	8/17/2023 APDoc9383	1,249.60	0.00	0.00	1,249.60
	ADVANCED CAREER INSTITUTE	8/23/2023 APDoc9409	2,894.33	0.00	0.00	2,894.33
Total 1007	ADVANCED CAREER INSTITUTE		15,213.16	0.00	0.00	15,213.16
1013	CENTRAL VALLEY OPPORTUNITY CENTER	8/11/2023 APDoc9350	784.00	0.00	0.00	784.00
	CENTRAL VALLEY OPPORTUNITY CENTER	8/11/2023 APDoc9351	105.00	0.00	0.00	105.00
	CENTRAL VALLEY OPPORTUNITY CENTER	8/11/2023 APDoc9352	931.00	0.00	0.00	931.00
	CENTRAL VALLEY OPPORTUNITY CENTER	8/11/2023 APDoc9353	931.00	0.00	0.00	931.00
	CENTRAL VALLEY OPPORTUNITY CENTER	8/23/2023 APDoc9410	1,099.50	0.00	0.00	1,099.50
	CENTRAL VALLEY OPPORTUNITY CENTER	8/23/2023 APDoc9411	2,833.29	0.00	0.00	2,833.29
	CENTRAL VALLEY OPPORTUNITY CENTER	8/30/2023 APDoc9424	166.67	0.00	0.00	166.67
Total 1013	CENTRAL VALLEY OPPORTUNITY CENTER		6,850.46	0.00	0.00	6,850.46
1017	INSTITUTE OF TECHNOLOGY	8/9/2023 APDoc9355	124.95	0.00	0.00	124.95
	INSTITUTE OF TECHNOLOGY	8/16/2023 APDoc9370	824.50	0.00	0.00	824.50
	INSTITUTE OF TECHNOLOGY	8/16/2023 APDoc9371	129.20	0.00	0.00	129.20
	INSTITUTE OF TECHNOLOGY	8/23/2023 APDoc9412	2,989.00	0.00	0.00	2,989.00
	INSTITUTE OF TECHNOLOGY	8/23/2023 APDoc9415	62.90	0.00	0.00	62.90
	INSTITUTE OF TECHNOLOGY	9/7/2023 APDoc9455	741.75	0.00	0.00	741.75
Total 1017	INSTITUTE OF TECHNOLOGY		4,872.30	0.00	0.00	4,872.30

Aging Date -6/30/2023

Vendor ID	Vendor Name	Date Invoiced Invoice Number	Amount Due	1 - 30 Days Past Due 31	- 60 Days Past Due	Total
1023	DIAMOND COMMUNICATIONS INC.	7/27/2023 24975	30.00	0.00	0.00	30.00
	DIAMOND COMMUNICATIONS INC.	7/31/2023 250163	161.25	0.00	0.00	161.25
	DIAMOND COMMUNICATIONS INC.	8/10/2023 APDoc9361	955.13	0.00	0.00	955.13
Total 1023	DIAMOND COMMUNICATIONS INC.		1,146.38	0.00	0.00	1,146.38
1031	ACT INC	7/31/2023 1301141	225.00	0.00	0.00	225.00
Total 1031	ACT INC		225.00	0.00	0.00	225.00
1082	MADERA CHAMBER OF COMMERCE	7/26/2023 26608	60.00	0.00	0.00	60.00
Total 1082	MADERA CHAMBER OF COMMERCE		60.00	0.00	0.00	60.00
1098	BANK OF AMERICA - VISA	7/27/2023 APDoc9291	425.00	0.00	0.00	425.00
	BANK OF AMERICA - VISA	7/28/2023 APDoc9288	275.20	0.00	0.00	275.20
	BANK OF AMERICA - VISA	7/28/2023 APDoc9289	250.20	0.00	0.00	250.20
	BANK OF AMERICA - VISA	7/28/2023 APDoc9290	25.00	0.00	0.00	25.00
	BANK OF AMERICA - VISA	7/31/2023 APDoc9293	640.00	0.00	0.00	640.00
Total 1098	BANK OF AMERICA - VISA		1,615.40	0.00	0.00	1,615.40
1187	CWA - CALIFORNIA WORKFORCE ASSOCIATION	7/31/2023 CWAM23-072023- 1087	<u>1,638.0</u> 0	0.00	_0.00	1,638.00
Total 1187	CWA - CALIFORNIA WORKFORCE ASSOCIATION		1,638.00	0.00	0.00	1,638.00
1194		8/16/2023 APDoc9390	20.83	0.00	0.00	20.83
Total 1194			20.83	0.00	0.00	20.83
1223	POLICE SCIENCE INSTITUTE INC.	8/1/2023 APDoc9318	6,000.00	0.00	0.00	6,000.00
Total 1223	POLICE SCIENCE INSTITUTE INC.		6,000.00	0.00	0.00	6,000.00
1283		7/31/2023 APDoc9292	31.18	0.00	0.00	31.18
Total 1283			31.18	0.00	0.00	31.18

Aging Date -6/30/2023

Vendor ID	Vendor Name	Date Invoiced Invoice Number	Amount Due	1 - 30 Days Past Due 31	- 60 Days Past Due	Total
1421	TRAINING INSTITUTE - SCCCD	8/9/2023 TI-24-0460	3,295.00	0.00	0.00	3,295.00
Total 1421	TRAINING INSTITUTE - SCCCD		3,295.00	0.00	0.00	3,295.00
1495	Clovis Unified School District- Clovis Adult	8/11/2023 71124003	_500.00	0.00	_0.00	500.00
Total 1495	Clovis Unified School District- Clovis Adult		500.00	0.00	0.00	500.00
1498	CAMARENA HEALTH CAMARENA HEALTH	7/31/2023 APDoc9319 7/31/2023 APDoc9320	921.11 995.36	0.00 0.00	0.00	921.11
	CAMARENA HEALTH	8/14/2023 APDoc9360	841.85	0.00	0.00 0.00	995.36 841.85
	CAMARENA HEALTH	8/17/2023 APDoc9384	<u>1,771.9</u> 2	0.00	0.00	<u>1,771.92</u>
Total 1498	CAMARENA HEALTH		4,530.24	0.00	0.00	4,530.24
1574	J & L T-Shirt Outlet	8/2/2023 APDoc9325	82.23	0.00	0.00	82.23
Total 1574	J & L T-Shirt Outlet		82.23	0.00	0.00	82.23
1711	Sierra HR Partners, Inc.	7/31/2023 73800	150.00	0.00	0.00	150.00
	Sierra HR Partners, Inc.	7/31/2023 74008	98.00	0.00	0.00	98.00
Total 1711	Sierra HR Partners, Inc.		248.00	0.00	0.00	248.00
1771		7/31/2023 APDoc9287	197.67	0.00	0.00	197.67
Total 1771			197.67	0.00	0.00	197.67
1876		8/7/2023 APDoc9327	95.83	0.00	0.00	_95.83
Total 1876			95.83	0.00	0.00	95.83
1926		7/31/2023 APDoc9286	29.27	0.00	0.00	29.27
Total 1926			29.27	0.00	0.00	29.27
1938		8/4/2023 APDoc9326	37.99	0.00	0.00	_37.99

Aging Date -6/30/2023

Vendor ID	Vendor Name	Date Invoiced Invoice Number	Amount Due	1 - 30 Days Past Due	31 - 60 Days Past Due	Total
Total 1938			37.99	0.00	0.00	37.99
1969	Guardian Mobile Shredding, Inc.	7/31/2023 13449	35.00	0.00	_0.00	35.00
Total 1969	Guardian Mobile Shredding, Inc.		35.00	0.00	0.00	35.00
2024	San Joaquin Valley College, Inc	8/9/2023 APDoc9358	514.23	0.00	0.00	514.23
	San Joaquin Valley College, Inc	8/9/2023 APDoc9359	135.98	0.00	0.00	135.98
	San Joaquin Valley College, Inc	8/11/2023 APDoc9356	153.79	0.00	0.00	153.79
	San Joaquin Valley College, Inc	8/11/2023 APDoc9357	505.63	0.00	0.00	505.63
	San Joaquin Valley College, Inc	8/23/2023 APDoc9413	161.00	0.00	0.00	161.00
Total 2024	San Joaquin Valley College, Inc		1,470.63	0.00	0.00	1,470.63
2165		8/11/2023 APDoc9337	45.00	0.00	_0.00	45.00
Total 2165			45.00	0.00	0.00	45.00
2174		8/3/2023 APDoc9321	60.00	0.00	0.00	60.00
Total 2174			60.00	0.00	0.00	60.00
2179		7/31/2023 APDoc9284	24.75	0.00	0.00	_24.75
Total 2179			24.75	0.00	0.00	24.75
2183		7/31/2023 APDoc9312	60.00	0.00	0.00	60.00
		8/2/2023 APDoc9313	100.00	0.00	0.00	100.00
Total 2183			160.00	0.00	0.00	160.00
2184		8/23/2023 APDoc9403	80.00	0.00	0.00	80.00
Total 2184			80.00	0.00	0.00	80.00
2185		8/1/2023 APDoc9324	135.00	0.00	0.00	135.00
Total 2185			135.00	0.00	0.00	135.00
2187		7/31/2023 APDoc9309	13.00	0.00	0.00	13.00

Aging Date -6/30/2023

Vendor ID	Vendor Name	Date Invoiced Invoice Number	Amount Due	1 - 30 Days Past Due 31 - 60	Days Past Due	Total
		7/31/2023 APDoc9310	26.00	0.00	0.00	26.00
Total 2187			39.00	0.00	0.00	39.00
2201		8/9/2023 APDoc9336	40.00	0.00	0.00	40.00
Total 2201			40.00	0.00	0.00	40.00
2202		9/7/2023 APDoc9448	40.00	0.00	0.00	40.00
Total 2202			40.00	0.00	0.00	40.00
2206		8/2/2023 APDoc9299	90.00	0.00	0.00	90.00
		8/7/2023 APDoc9323	80.00	0.00	0.00	80.00
Total 2206			170.00	0.00	0.00	170.00
2207		9/7/2023 APDoc9451	70.00	0.00	0.00	70.00
		9/7/2023 APDoc9452	80.00	0.00	0.00	80.00
Total 2207			150.00	0.00	0.00	150.00
2209		8/3/2023 APDoc9328	29.99	0.00	0.00	29.99
Total 2209			29.99	0.00	0.00	29.99
2211		8/11/2023 APDoc9339	80.00	0.00	0.00	80.00
		8/11/2023 APDoc9340	110.00	0.00	0.00	110.00
Total 2211			190.00	0.00	0.00	190.00
2212		8/11/2023 APDoc9341	80.00	0.00	0.00	80.00
	-	8/11/2023 APDoc9342	110.00	0.00	0.00	110.00
Total 2212			190.00	0.00	0.00	190.00
2215		8/2/2023 APDoc9296	108.00	0.00	0.00	108.00
Total 2215			108.00	0.00	0.00	108.00

Aging Date -6/30/2023

Vendor ID	Vendor Name	Date Invoiced Invoice Number	Amount Due	1 - 30 Days Past Due 31 - 60	Days Past Due	Total
2216		8/11/2023 APDoc9334	80.00	0.00	0.00	80.00
		8/11/2023 APDoc9335	80.00	0.00	0.00	80.00
Total 2216			160.00	0.00	0.00	160.00
2225		7/31/2023 APDoc9300	40.00	0.00	0.00	40.00
		8/2/2023 APDoc9301	90.00	0.00	0.00	90.00
Total 2225			130.00	0.00	0.00	130.00
2227		8/2/2023 APDoc9322	75.00	0.00	0.00	75.00
Total 2227			75.00	0.00	0.00	75.00
2230		7/31/2023 APDoc9306	80.00	0.00	0.00	80.00
		8/16/2023 APDoc9373	90.00	0.00	0.00	90.00
Total 2230			170.00	0.00	0.00	170.00
2232		7/31/2023 APDoc9307	70.00	0.00	0.00	70.00
	4	8/2/2023 APDoc9308	90.00	0.00	0.00	90.00
Total 2232			160.00	0.00	0.00	160.00
2233		7/31/2023 APDoc9285	66.94	0.00	0.00	66.94
Total 2233			66.94	0.00	0.00	66.94
2235		7/31/2023 APDoc9311	105.00	0.00	0.00	105.00
		8/11/2023 APDoc9338	105.00	0.00	0.00	105.00
Total 2235			210.00	0.00	0.00	210.00
2236		8/21/2023 APDoc9393	135.00	0.00	0.00	135.00
		8/21/2023 APDoc9394	135.00	0.00	0.00	135.00
Total 2236			270.00	0.00	0.00	270.00
2238		8/2/2023 APDoc9304	90.00	0.00	0.00	90.00
		8/2/2023 APDoc9305	110.00	0.00	0.00	110.00

Aging Date -6/30/2023

Vendor ID	Vendor Name	Date Invoiced Invoice Number	Amount Due	1 - 30 Days Past Due	31 - 60 Days Past Due	Total
Total 2238			200.00	0.00	0.00	200.00
2240		7/31/2023 APDoc9294	150.00	0.00	0.00	150.00
		8/1/2023 APDoc9295	150.00	0.00	0.00	150.00
		8/1/2023 APDoc9316	50.00	_0.00	0.00	50.00
Total 2240			350.00	0.00	0.00	350.00
22 4 4		8/10/2023 APDoc9331	150.00	0.00	0.00	150.00
Total 2244			150.00	0.00	0.00	150.00
2245		7/31/2023 APDoc9297	75.00	0.00	0.00	75.00
		8/1/2023 APDoc9315	50.00	0.00	0.00	50.00
	_	8/2/2023 APDoc9298	150.00	0.00	0.00	150.00
Total 2245			275.00	0.00	0.00	275.00
2247		8/1/2023 APDoc9314	50.00	0.00	0.00	50.00
		8/2/2023 APDoc9302	75.00	0.00	0.00	75.00
		8/2/2023 APDoc9303	135.00	0.00	0.00	135.00
Total 2247			260.00	0.00	0.00	260.00
2251		8/21/2023 APDoc9397	45.00	0.00	0.00	45.00
Total 2251			45.00	0.00	0.00	45.00
2252		8/10/2023 APDoc9332	90.00	0.00	0.00	90.00
Total 2252			90.00	0.00	0.00	90.00
2254		8/10/2023 APDoc9333	15.00	0.00	0.00	15.00
Total 2254			15.00	0.00	0.00	15.00
2255	Brown Legal	8/3/2023 APDoc9317	7,500.00	0.00	0.00	7,500.00
Total 2255	Brown Legal		7,500.00	0.00	0.00	7,500.00

Aging Date -6/30/2023

Vendor ID	Vendor Name	Date Invoiced Invoice Number	Amount Due	1 - 30 Days Past Due	31 - 60 Days Past Due	Total
2258		8/18/2023 APDoc9380	45.00	0.00	0.00	45.00
Total 2258			45.00	0.00	0.00	45.00
Report Total			59,828.25	0.00	0.00	59,828.25

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Madera County Workforce Investment Corporation

Balance Sheet - Statement of Financial Position FY 2023-2024

As of 8/31/2023 (In Whole Numbers)

	Current Fiscal Year	Unaudited Prior Year Financials Ending Balance
CURRENT ASSETS		
Cash and cash equivalents		
Cash in BA - Main	333,992 -	437,671
Cash in BA - Payroll	86,290	76,139
Total Cash and cash equivalents	420,282	513,811
Accounts Receivable		
Accounts Receivable	27,057	26,837
Grants/Program Contracts Receivable	316,624	329,007
Total Accounts Receivable	343,682	355,844
Prepaid Expenses		
Prepaid Expense	1,446	1,446
Total Prepaid Expenses	1,446	1,446
Total assets, net		
Computer & Software	166,044	161,493
Office Equipment	21,930	21,195
Vehicles	0	0
Furniture & Fixtures	550	550
Accumulated Depreciation	(168,269)	(168,269)
Total Total assets, net	20,255	14,969
Total CURRENT ASSETS	785,664	886,069
CURRENT LIABILITIES		
Accounts Payable	69,084	74,994
Accrued payroll and related expenses	68,136	65,352
Vacation Payable	61,612	31,449
Total CURRENT LIABILITIES	198,832	171,796
NET ASSETS		
Temporary restricted and unrestricted		
Unrestricted	(541,336)	(622,880)
Restricted	(45,496)	(91,393)
Total Temporary restricted and unrestricted	(586,832)	(714,273)
Total NET ASSETS	(586,832)	(714,273)
Total liabilities and net assets	785,664	886,069

Madera County Workforce Investment Corporation Statement of Cash Flows - Board Report - Statement of Cash Flow As of 8/31/2023

(In Whole Numbers)

	Current Month	Current Fiscal Year
CASH FLOWS FROM OPERATING ACTIVITES		
Change in Net Assets		
	(22,895)	(127,441)
Change in Operating Assets:		
Accounts Receivable		
Accounts Receivable	(550)	(220)
Grants/Program Contracts Receivable	(22,950)	12,383
Total Accounts Receivable	(23,500)	12,162
Total Change in Operating Assets:	(23,500)	12,162
Change in Operating Liabilities:		
Accounts payable		
Accounts Payable	2,981	(5,911)
Total Accounts payable	2,981	(5,911)
Accrued payroll and related expenses	3,524	32,947
Total Change in Operating Liabilities:	6,504	27,036
Total CASH FLOWS FROM OPERATING ACTIVITES	(39,890)	(88,243)
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of Property and Equipment		
	(4,551)	(5,286)
Total Purchase of Property and Equipment	(4,551)	(5,286)
Total CASH FLOWS FROM INVESTING ACTIVITIES	(4,551)	(5,286)
Net Cash used in Investing Activities	(4,551)	(5,286)
Net Change in Cash and Cash Equivalents	(44,441)	(93,529)
Cash and Cash Equivalents at the Beginning of the Year		
	464,723	513,811
Total Cash and Cash Equivalents at the Beginning of the Year	464,723	513,811
Cash and Cash Equivalents as of Current Period End Date	420,282	420,282

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AGENDA ITEM 7.2

Madera County Workforce Investment Corporation Budget to Actual From 7/1/2023 Through 8/31/2023

		Βι	ıdget Board					
GL Code Account Title		Appr	oved 8.24.23		YTD Actual	YTD Enc	Buc	lget Variance
01	Revenue	_						
4000	Grant Revenue (Federal)	\$	3,618,850	\$	346,844	\$ -	\$	3,272,006
4100	Contribution Income	\$	5,000	\$	500	\$ 	\$	4,500
4100	Contribution In-Kind (goods)	\$	-			\$ -	\$	100
4300	Other Revenue (State or Local)	\$	762,145	\$	74,901	\$ -	\$	687,244
4500	Interest Revenue	\$		\$	0	\$ ÷	\$	(0)
4600	Sublease/Rental Income	\$	206,834	\$	36,214	\$.9	\$	170,620
Totai 01	Revenue	\$	4,592,829	\$	458,459	\$ -	\$	4,134,370
02	Personnel Costs							
5100	Staff Salaries	\$	1,416,475	\$	244,418	\$	\$	1,172,057
5107	Temporary Worker WEX/TJT **	\$		\$	16,481	\$	\$	(16,481)
5111	Employer Medicare Expense	\$	20,539	\$	3,509	\$	\$	17,030
5112	Social Security Employer Exp	\$	87,821	\$	15,006	\$ ÷	\$	72,815
5115	CA Unemployment Insurance Exp	\$	4,732	\$	(1,074)	\$	\$	5,806
5116	CA Training Tax Expense	\$	182	\$	16	\$	\$	166
5120	Workers Compensation Expense	\$	17,564	\$	2,208	\$ -	\$	15,356
5130	Group Health Insurance Expense	\$	163,200	\$	28,834	\$ 134,348	\$	19
5140	Employers 457 Expense	\$	84,989	\$	12,294	\$ 	\$	72,695
5160	Group Dental Insurance	\$	15,600	\$	1,790	\$ 12,487	\$	1,323
5170	Group Vision Insurance	\$	4,680	\$	414	\$ 4,137	\$	129
5180	Group Life Insurance	\$	4,680	\$	437	\$ 4,243	\$	
5190	Employee Assistance Program Expense	\$	1,092	\$	93	\$ 999	\$	
Total 02	Personnel Costs	\$	1,821,554	\$	324,427	\$ 156,214	\$	1,340,913
03	General Operating							
5200	Materials and Supplies	\$	15,000	\$	1,930	\$ 1,837	\$	11,233
5210	Facility Materials and Supplies	\$	8,000	\$	685	\$ 1,067	\$	6,248
5300	Rent Expense	\$	223,071	\$	33,793	\$ 189,522	\$	(244)
5310	Common Area Maintenance	\$	27,346	\$	8,701	\$ 22,996	\$	(4,351)
5320	Telephone Expense	\$	15,650	\$	2,518	\$ 12,422	\$	710
5330	Utilities Expense	\$	98,754		21,102	\$ 77,616	\$	36
5340	Property & Liability Insurance	₽ \$	11,500	.₽ \$		\$ 4,467	↓ \$	7,033
					-	10F ₁ F		
5400	Postage Expense	\$	322	\$	70	\$ -	\$	252
5410	Printing Expense	\$	5,478	\$	-	\$ 	\$	5,478

Madera County Workforce Investment Corporation Budget to Actual From 7/1/2023 Through 8/31/2023

		Βι	idget Board						
GL Cod	e Account Title	Appr	Approved 8.24.23		YTD Actual	_	YTD Enc	Buc	lget Variance
5420	Advertising Expense	\$	11,500	\$	(350)	\$	-	\$	11,850
5440	Dues, Subscriptions, Fees Expense	\$	54,087	\$	4,130	\$		\$	49,957
5500	Auditing Fees	\$	35,000	\$	-	\$		\$	35,000
5510	Legal Fees	\$	6,500	\$	-	\$	5,000	\$	1,500
5520	Contracting/Professional Services	\$	28,500	\$	300	\$	4,000	\$	24,200
5530	Taxes and Fees	\$	400	\$		\$	-	\$	400
5600	Office Equipment	\$	5,000	\$		\$		\$	5,000
5610	Equipment Maintenance	\$	18,663	\$	2,119	\$	11,172	\$	5,373
5620	Equipment Rental	\$	5,906	\$	380	\$	1,826	\$	3,700
5632	Information Technology	\$	219,843	\$	16,122	\$	35,020	\$	168,701
5640	Internet Expense	\$	8,389	\$	1,337	\$	9,823	\$	(2,771)
5710	Staff Training Expense	\$	7,950	\$	738	\$	÷	\$	7,212
5720	Travel Expense	\$	66,800	\$	1,882	\$		\$	64,918
5730	Conference, Conventions & Meetings	\$	9,650	\$	2,413	\$	÷	\$	7,237
5810	General Operating Services	\$	9,300	\$	5,880	\$	2,207	\$	1,214
5820	Facility Maintenance Services	\$	72,537	\$	3,835	\$	9,969	\$	58,734
5980	Fixed Assets - Expense Offset	\$	÷	\$	(5,286)	\$	-	\$	5,286
Total 03	General Operating	\$	965,146	\$	102,295	\$	388,944	\$	473,907
04	Direct Client Costs	T.							
5800	Program Services *	\$	1,464,531	\$	159,177	\$	209,891	\$	1,095,462
5801	Subagreement for Program Services	\$	110,000	\$	-	\$		\$	110,000
Total 04	Direct Client Costs	\$	1,574,531	\$	159,177	\$	209,891	\$	1,205,462
Total Ex	penditures	\$	4,361,231	\$	585,900	\$	755,049	\$	3,020,282
Revenue Less Expenditure		\$	231,598	\$	(127,441)	\$	(755,049)	\$	1,114,088

Notes: GL 5107 Temporary Workers are budgeted in direct client expenses and not operational staff. Budget offset is reflected in Direct Client Costs -Program Services, 9039 Paid Work Experience and 9023 Transitional Job Training

Madera County Workforce Investment Corporation Budget to Actual From 7/1/2023 Through 8/31/2023

	Budget Board			
GL Code Account Title	Approved 8.24.23	YTD Actual	YTD Enc	Budget Variance

* Breakout of Program Services #04 above by Activitiy Description:

		Bu	udget Board					
GL Code	Account Title	Approved 8.24.23		YTD Actual	YTD Enc	Budget Variance		
04	Direct Client Costs							
9020	Training - Other	\$	192,642	\$		\$ -	\$	192,642
9021	Skills Training (ITA)	\$	513,315	\$	79,555	\$ 121,667	\$	312,094
9022	On-The-Job (OJT) Training	\$	400,000	\$	10,417	\$ 23,064	\$	366,519
9023	Transitional Job Training (TJT)	\$	70,295	\$	26,602	\$ 18,429	\$	25,264
9039	Paid Work Experience	\$	63,254	\$	× .	\$ 14,509	\$	48,745
9052	Client Supportive Services	\$	206,485	\$	33,486	\$ 32,222	\$	140,777
9056	Incentives	\$	5,000	\$	510	\$ -	\$	4,490
9554	Assessments	\$	13,540	\$	8,609	\$ 	\$	4,932
Total 04	Direct Client Costs	\$	1,464,531	\$	159,177	\$ 209,891	\$	1,095,462

** Breakout of Program MCWIC Temporary Worker Employees Payroll Costs for WEX and TJT:

GL Code	Activity Description Code	ity Description Code Account Title			
5107	9039/9023	Temporary Worker WEX/TJT	\$	16,481	
5111	9039/9023	Employer Medicare Expense	\$	239	
5112	9039/9023	Social Security Employer Exp	\$	1,022	
5115	9039/9023	CA Unemployment Insurance Exp	\$	477	
5116	9039/9023	CA Training Tax Expense	\$	16	
5120	9039/9023	Workers Compensation Expense	\$	214	
Reflected as	\$	18,449			

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AGENDA ITEM 7.2

Madera County Workforce Investment Corporation

Aged Receivables by Invoice Date Aging Date - 8/31/2023

From 7/1/2023 Through 8/31/2023

Customer ID	Customer Name	Invoice Date	Invoice Number	Invoice/Credit Description	Total	Current	1 - 30 Days Past Due	31 ~ 60 Days Past Due	61 - 90 Days Past Due	Over 90 Da Past Due
1000	Central Valley Opportunity Center	5/31/2022	ARDoc1571	AJCC Facility - April 2022	389.60	0.00	0.00	0.00	0.00	389.60
1000		8/1/2023	ARDoc1834	AJCC Facility Invoice August 2023	483.60	0.00	483.60	0.00	0.00	0.00
Total 1000	Central Valley Opportunity Center				873.20	0.00	483.60	0.00	0.00	389.60
1003	EDD - WIOA Cash Draw	8/31/2023	ARDoc1855	EDD Cash Draw	174,045.21	174,045.21	0.00	0.00	0.00	0.00
Total 1003	EDD - WIOA Cash Draw				174,045.21	174,045.21	0.00	0.00	0.00	0.00
1005	Madera County Probation Department	8/25/2023	ARDoc1843	July 2023 Invoice MCDC Mini AJCC	10,835.78	0.00	10,835.78	0.00	0.00	0.00
1005		8/25/2023	ARDoc1844	July 2023 Invoices CCP In-Custody	1,916.46	0.00	1,916.46	0.00	0.00	0.00
1005		8/28/2023	ARDoc1845	July 2023 Invoices JDF YY	2,052.37	0.00	2,052.37	0.00	0.00	0.00
1005		9/28/2023	ARDoc1861	August 2023 invoice CCP In-Custody	5,680.31	5,680.31	0.00	0.00	0.00	0.00
1005		9/29/2023	ARDoc1859	August 2023 invoice JDF	5,218.37	5,218.37	0.00	0.00	0.00	0.00
1005		9/29/2023	ARDoc1860	August 2023 Invoice CCP Mini AJCC	15,874.51	15,874.51	0.00	0.00	0.00	0.00
Total 1005	Madera County Probation Department				41,577.80	26,773.19	14,804.61	0.00	0.00	0.00

Madera County Workforce Investment Corporation Aged Receivables by Invoice Date

Aging Date - 8/31/2023 From 7/1/2023 Through 8/31/2023

Customer ID	Customer Name	Invoice Date	Invoice Number	Invoice/Credit Description	Total	Current	1 - 30 Days Past Due	31 - 60 Days Past Due	61 - 90 Days Past Due	Over 90 Da Past Due
1008	Department of Rehabilitation	6/6/2023	ARDoc1792	AJCC Facility Invoice June 2023	509.23	0.00	0.00	0.00	509.23	0.00
1008		7/17/2023	ARDoc1815	AJCC Facility Invoice July 2023	509.23	0.00	0.00	509.23	0.00	0.00
1008		8/1/2023	ARDoc1829	AJCC Facility Invoice August 2023	509.23	0.00	509.23	0.00	0.00	0.00
Total 1008	Department of Rehabilitation				1,527.69	0.00	509.23	509.23	509.23	0.00
1020	(CDCR) Californa Department Corrections and Rehab	8/12/2023	ARDoc1841	July 2023 Invoice CDCR	11,248.30	0.00	11,248.30	0.00	0.00	0.00
1020		8/31/2023	ARDoc1875	August 2023 CDCR Invoice	12,480.89	12,480.89	0.00	0.00	0.00	0.00
Total 1020	(CDCR) Californa Department Corrections and Rehab				23,729.19	12,480.89	11,248.30	0.00	0.00	0.00
1024	Fresno Regional Workforce Development Board	8/12/2023	ARDoc1839	July 2023 Invoice Fresno ESP	1,252.91	0.00	1,252.91	0.00	0.00	0.00
1024		9/28/2023	ARDoc1863	August 2023 Invoices Fresno ESP	3,944.44	3,944.44	0.00	0.00	0.00	0.00
Total 1024	Fresno Regional Workforce Development Board				5,197.35	3,944.44	1,252.91	0.00	0.00	0.00
1065	Madera Adult School	9/20/2023	ARDoc1856	AJCC Facility Invoice July 2023	4,313.30	4,313.30	0.00	0.00	0.00	0.00

Madera County Workforce Investment Corporation

Aged Receivables by Invoice Date Aging Date - 8/31/2023 From 7/1/2023 Through 8/31/2023

Customer ID	Customer Name	Invoice Date	Invoice Number	Invoice/Credit Description	Total	Current	1 - 30 Days Past Due	31 - 60 Days Past Due	61 - 90 Days Past Due	Over 90 Da Past Due
1065		9/20/2023	ARDoc1857	AJCC Facility Invoice August 2023	7,332.09	7,332.09	0.00	0.00	0.00	0.00
Total 1065	Madera Adult School				11,645.39	11,645.39	0.00	0.00	0.00	0.00
1072	Stanislaus County Workforce Development	8/28/2023	ARDoc1847	July 2023 Invoices Stan RERP	213.07	0.00	213.07	0.00	0.00	0.00
1072		9/28/2023	ARDoc1866	August 2023 Invoices SJCAV RERP	1,345.84	1,345.84	0.00	0.00	0.00	0.00
Total 1072	Stanislaus County Workforce Development				1,558.91	1,345.84	213.07	0.00	0.00	0.00
1073	EDD-DGS	8/1/2023	ARDoc1832	AJCC Facility Invoice August 2023	6,822.10	0.00	6,822.10	0.00	0.00	0.00
1073		8/1/2023	ARDoc1843	Phone Equipment Rental August 2023	270.00	0.00	270.00	0.00	0.00	0.00
1073		8/7/2023	ARDoc1836	EDD Addtl Phone Invoice July 2022-June 2023 #M68609-7100-A1	720.00	0.00	720.00	0.00	0.00	0.00
1073		9/25/2023	ARDoc1821	Phone Equipment Rental July 2023	270.00	270.00	0.00	0.00	0.00	0.00
Total 1073	EDD-DGS				8,082.10	270.00	7,812.10	0.00	0.00	0.00
1106	County of San Joaquin	8/12/2023	ARDoc1842	July 2023 Invoice P2E Invoice	1,865.59	0.00	1,865.59	0.00	0.00	0.00

Madera County Workforce Investment Corporation

Aged Receivables by Invoice Date Aging Date - 8/31/2023 From 7/1/2023 Through 8/31/2023

Customer ID	Customer Name	Invoice Date	Invoice Number	Invoice/Credit Description	Total	Current	1 - 30 Days Past Due	31 - 60 Days Past Due	61 - 90 Days Past Due	Over 90 Da Past Due
1106		9/28/2023	ARDoc1865	August 2023 Invoices P2E 2.0	4,645.11	4,645.11	0.00	0.00	0.00	0.00
Total 1106	County of San Joaquin				6,510.70	4,645.11	1,865.59	0.00	0.00	0.00
1118	P. Steve Ramirez Vocational Training Centers	8/1/2023	ARDoc1830	AJCC Facility Invoice August 2023	2,866.24	0.00	2,866.24	0.00	0.00	0.00
Total 1118	P. Steve Ramirez Vocational Training Centers				2,866.24	0.00	2,866.24	0.00	0.00	0.00
1120	GRID Alternatives	8/12/2023	ARDoc1840	July 2023 Invoice GRID	2,492.79	0.00	2,492.79	0.00	0.00	0.00
1120		9/28/2023	ARDoc1864	August 2023 Invoices GRID	559.44	559.44	0.00	0.00	0.00	0.00
Total 1120	GRID Alternatives				3,052.23	559.44	2,492.79	0.00	0.00	0.00
1130	EDC of Fresno County	7/5/2023	ARDoc1802	May 2023 Invoice GJC	16,582.68	0.00	0.00	16,582.68	0.00	0.00
1130		7/13/2023	ARDoc1809	June 2023 Invoice GJC	15,374.73	0.00	0.00	15,374.73	0.00	0.00
1130		8/12/2023	ARDoc1838	July 2023 Invoice GJC	15,284.64	0.00	15,284.64	0.00	0.00	0.00
1130		9/28/2023	ARDoc1858	August 2023 Invoice GJC	15,773.51	15,773.51	0.00	0.00	0.00	0.00
Total 1130	EDC of Fresno County				63,015.56	15,773.51	15,284.64	31,957.41	0.00	0.00
Report Tota	l				343,681.57	251,483.02	58,833.08	32,466.64	509.23	389.60
Date: 10/20/23	03:58:16 PM								Pa	je: 4 M

AGENDA ITEM 7.2

Madera County Workforce Investment Corporation Aged Payables by Invoice Date - Aged Payables From 7/1/2023 Through 8/31/2023

Aging Date - 8/31/2023

Vendor ID	Vendor Name	Date Invoiced Invoice Number	Amount Due	1 - 30 Days Past Due	31 - 60 Days Past Due	Total
1007	ADVANCED CAREER INSTITUTE	8/23/2023 APDoc9409	0.00	2,894.33	0.00	2,894.33
	ADVANCED CAREER INSTITUTE	9/12/2023 APDoc9502	4,933.68	0.00	0.00	4,933.68
	ADVANCED CAREER INSTITUTE	9/12/2023 APDoc9504	2,661.18	0.00	0.00	2,661.18
	ADVANCED CAREER INSTITUTE	9/13/2023 APDoc9509	1,590.40	0.00	0.00	1,590.40
	ADVANCED CAREER INSTITUTE	9/14/2023 APDoc9501	1,984.06	0.00	0.00	1,984.06
	ADVANCED CAREER INSTITUTE	9/14/2023 APDoc9505	3,441.29	0.00	0.00	3,441.29
	ADVANCED CAREER INSTITUTE	9/19/2023 APDoc9537	2,757.49	0.00	0.00	2,757.49
	ADVANCED CAREER INSTITUTE	9/20/2023 APDoc9536	22.69	0.00	0.00	22.69
	ADVANCED CAREER INSTITUTE	10/3/2023 APDoc9596	1,658.56	0.00	0.00	1,658.56
	ADVANCED CAREER INSTITUTE	10/3/2023 APDoc9597	492.48	0.00	0.00	492.48
	ADVANCED CAREER INSTITUTE	10/3/2023 APDoc9598	583.57	0.00	0.00	583.57
Total 1007	ADVANCED CAREER INSTITUTE		20,125.40	2,894.33	0.00	23,019.73
1013	CENTRAL VALLEY OPPORTUNITY CENTER	8/23/2023 APDoc9410	0.00	1,099.50	0.00	1,099.50
	CENTRAL VALLEY OPPORTUNITY CENTER	8/23/2023 APDoc9411	0.00	2,833.29	0.00	2,833.29
	CENTRAL VALLEY OPPORTUNITY CENTER	8/30/2023 APDoc9424	0.00	166.67	0.00	166.67
	CENTRAL VALLEY OPPORTUNITY CENTER	9/11/2023 APDoc9478	3,244.58	0.00	0.00	3,244.58
	CENTRAL VALLEY OPPORTUNITY CENTER	9/12/2023 APDoc9506	967.50	0.00	0.00	967.50
	CENTRAL VALLEY OPPORTUNITY CENTER	9/21/2023 APDoc9538	1,015.00	0.00	0.00	1;015.00
	CENTRAL VALLEY OPPORTUNITY CENTER	9/21/2023 APDoc9539	1,050.00	0.00	0.00	1,050.00
	CENTRAL VALLEY OPPORTUNITY CENTER	10/9/2023 APDoc9637	166.67	0.00	0.00	166.67
Total 1013	CENTRAL VALLEY OPPORTUNITY CENTER		6,443.75	4,099.46	0.00	10,543.21
1017	INSTITUTE OF TECHNOLOGY	8/23/2023 APDoc9412	0.00	2,989.00	0.00	2,989.00
	INSTITUTE OF TECHNOLOGY	8/23/2023 APDoc9415	0.00	62.90	0.00	62.90
	INSTITUTE OF TECHNOLOGY	9/5/2023 APDoc9434	921.50	0.00	0.00	921.50
	INSTITUTE OF TECHNOLOGY	9/6/2023 APDoc9437	70.03	0.00	0.00	70.03

Aging Date -8/31/2023

Vendor ID Vendor Name Date Invoiced Invoice Number Amount Due 1 - 30 Days Past Due 31 - 60 Days Past Due Total INSTITUTE OF TECHNOLOGY 9/7/2023 APDoc9455 741.75 0.00 0.00 741.75 INSTITUTE OF TECHNOLOGY 9/7/2023 APDoc9456 741.75 0.00 0.00 741.75 INSTITUTE OF TECHNOLOGY 9/7/2023 APDoc9457 139.65 0.00 0.00 139.65 INSTITUTE OF TECHNOLOGY 9/7/2023 APDoc9458 252.45 0.00 0.00 252.45 INSTITUTE OF TECHNOLOGY 9/7/2023 APDoc9459 282.15 0.00 0.00 282.15 INSTITUTE OF TECHNOLOGY 9/8/2023 APDoc9477 144.40 0.00 0.00 144.40 INSTITUTE OF TECHNOLOGY 9/12/2023 APDoc9507 1,651.25 0.00 0.00 1,651.25 INSTITUTE OF TECHNOLOGY 9/18/2023 APDoc9517 612.50 0.00 0.00 612.50 INSTITUTE OF TECHNOLOGY 9/19/2023 APDoc9543 243.95 0.00 0.00 243.95 Total 1017 INSTITUTE OF TECHNOLOGY 5,801.38 0.00 3,051.90 8,853.28 1023 DIAMOND COMMUNICATIONS INC. 8/25/2023 24969 0.00 30.00 0.00 30.00 DIAMOND COMMUNICATIONS INC. 9/20/2023 APDoc9542 2,014.88 0.00 0.00 2,014.88 Total 1023 DIAMOND COMMUNICATIONS INC. 2,014.88 30.00 0.00 2,044.88 1024 GENERAL BUILDERS SUPPLY 8/23/2023 49754 0.00 807.46 0.00 807.46 GENERAL BUILDERS SUPPLY 9/8/2023 55019 1,448.39 0.00 0.00 1,448.39 Total 1024 GENERAL BUILDERS SUPPLY 807.46 1,448.39 0.00 2,255.85 1031 ACT INC 8/31/2023 1302455 212.50 0.00 0.00 212.50 Total 1031 ACT INC 212.50 0.00 0.00 212.50 1098 BANK OF AMERICA - VISA 8/23/2023 APDoc9416 0.00 59.55 0.00 59.55 BANK OF AMERICA - VISA 8/23/2023 APDoc9417 0.00 100.95 0.00 100.95 BANK OF AMERICA - VISA 8/31/2023 APDoc9422 90.00 0.00 0.00 90.00 BANK OF AMERICA - VISA 8/31/2023 APDoc9423 8.65 0.00 0.00 8.65 BANK OF AMERICA - VISA 9/5/2023 APDoc9462 67.14 0.00 0.00 67.14 BANK OF AMERICA - VISA 9/5/2023 APDoc9463 125.00 0.00 0.00 125.00 Total 1098 BANK OF AMERICA - VISA 290.79 160.50 0.00 451.29 1126 9/12/2023 APDoc9496 236.95 0.00 0.00 236.95 Total 1126 236.95 0.00 0.00 236.95 1194 9/13/2023 APDoc9492 20.83 0.00 0.00 20.83

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Aging Date -8/31/2023

Vendor ID	Vendor Name	Date Invoiced Invoice Number	Amount Due	1 - 30 Days Past Due	31 - 60 Days Past Due	Total
Total 1194			20.83	0.00	0.00	20.83
1305	SHOE SHAK INC	8/30/2023 1611	0.00	190.52	0.00	190.52
Total 1305	Shoe shak inc		0.00	190.52	0.00	190.52
1495	Clovis Unified School District- Clovis Adult	9/11/2023 71124012	286.08	0.00	0.00	286.08
	Clovis Unified School District- Clovis Adult	9/11/2023 71124012PN	1,500.00	0.00	0.00	<u>1,500.0</u> 0
Total 1495	Clovis Unified School District- Clovis Adult		1,786.08	0.00	0.00	1,786.08
1498	CAMARENA HEALTH CAMARENA HEALTH	9/7/2023 APDoc9479 9/21/2023 APDoc9540	1,535.99 _1,380.63	0.00 0.00	0.00 <u>0.00</u>	1,535.99 _1,380.63
Total 1498	CAMARENA HEALTH		2,916.62	0.00	0.00	2,916.62
1520	CENTRAL VALLEY MEDICAL	8/28/2023 1839	0.00	65.80	0.00	65.80
Total 1520	CENTRAL VALLEY MEDICAL		0.00	65.80	0.00	65.80
1552	SPARKLETTS	8/21/2023 16188371082123	0.00	135.72	0.00	135.72
Total 1552	SPARKLETTS		0.00	135.72	0.00	135.72
1668	GLS US	8/23/2023 5107760	0.00	39.68	0.00	39.68
Total 1668	GLS US		0.00	39.68	0.00	39.68
1711	Sierra HR Partners, Inc.	8/31/2023 74214	150.00	0.00	0.00	150.00
Total 1711	Sierra HR Partners, Inc.		150.00	0.00	0.00	150.00
1748	Western Exterminator Company	8/31/2023 50100872	213.65	0.00	0.00	213.65
Total 1748	Western Exterminator Company		213.65	0.00	0.00	213.65
1771		8/31/2023 APDoc9421	131.78	0.00	0.00	131.78

Aging Date -8/31/2023

Vendor ID	Vendor Name	Date Invoiced Invoice Number	Amount Due	1 - 30 Days Past Due	31 - 60 Days Past Due	Total
Total 1771			131.78	0.00	0.00	131.78
1848	ACREVS	8/29/2023 CA2307256	0.00	530.00	0.00	530.00
	ACREVS	8/29/2023 CA2308316	0.00	240.00	0.00	240.00
Total 1848	ACREVS		0.00	770.00	0.00	770.00
1864	Follett Higher Education Group Inc	8/29/2023 1200195	0.00	446.09	0.00	446.09
	Follett Higher Education Group Inc	9/11/2023 1209248	137.33	0.00	0.00	137.33
Total 1864	Follett Higher Education Group Inc		137.33	446.09	0.00	583.42
1876		8/31/2023 APDoc9427	83.84	0.00	0.00	83.84
Total 1876			83.84	0.00	0.00	83.84
1938		8/31/2023 APDoc9426	83.64	0.00	_0.00	83.64
Total 1938			83.64	0.00	0.00	83.64
1939	American Business Machines	8/22/2023 698191	0.00	200.12	0.00	200.12
Total 1939	American Business Machines		0.00	200.12	0.00	200.12
2004	DENTAL ASSISTING INSTITUTE, INC	9/19/2023 APDoc9518	2,410.52	0.00	0.00	2,410.52
	DENTAL ASSISTING INSTITUTE, INC	9/26/2023 APDoc9555	1,663.82	_0.00	<u>0.0</u> 0	1,663.82
Total 2004	DENTAL ASSISTING INSTITUTE, INC		4,074.34	0.00	0.00	4,074.34
2006		8/31/2023 APDoc9419	94.58	0.00	0.00	94.58
Total 2006			94.58	0.00	0.00	94.58
2024	San Joaquin Valley College, Inc	8/23/2023 APDoc9413	0.00	161.00	0.00	161.00
	San Joaquin Valley College, Inc	9/6/2023 APDoc9438	410.06	0.00	0.00	410.06
	San Joaquin Valley College, Inc	9/7/2023 APDoc9460	157.60	0.00	0.00	157.60
	San Joaquin Valley College, Inc	9/7/2023 APDoc9461	1,316.15	0.00	0.00	1,316.15
	San Joaquin Valley College, Inc	9/8/2023 APDoc9476	124.95	0.00	0.00	124.95
	San Joaquin Valley College, Inc	10/6/2023 APDoc9606	2,003.76	0.00	0.00	2,003.76

Aging Date -8/31/2023

Vendor ID	Vendor Name	Date Invoiced Invoice Number	Amount Due	1 - 30 Days Past Due	31 - 60 Days Past Due	Total
Total 2024	San Joaquin Valley College, Inc		4,012.52	161.00	0.00	4,173.52
2159	Boot Barn	8/23/2023 INV00289891	0.00	233.77	0.00	233.77
Total 2159	Boot Barn		0.00	233.77	0.00	233.77
2165		9/8/2023 APDoc9499	145.00	0.00	0.00	145.00
Total 2165			145.00	0.00	0.00	145.00
2172		9/18/2023 APDoc9514	60.00	0.00	0.00	60.00
		9/18/2023 APDoc9515	80.00	0.00	0.00	80.00
Total 2172			140.00	0.00	0.00	140.00
2174		9/6/2023 APDoc9435	75.00	0.00	0	75.00
Total 2174			75.00	0.00	0.00	75.00
2179		8/31/2023 APDoc9418	104.66	0.00	0.00	104.66
Total 2179			104.66	0.00	0.00	104.66
2183		8/23/2023 APDoc9408	0.00	50.00	0.00	50.00
		9/7/2023 APDoc9454	70.00	0.00	0.00	70.00
Total 2183			70.00	50.00	0.00	120.00
2184		8/23/2023 APDoc9403	0.00	80.00	0.00	80.00
		9/7/2023 APDoc9440	70.00	0.00	0.00	70.00
		9/7/2023 APDoc9441	80.00	0.00	0.00	80.00
Total 2184			150.00	80.00	0.00	230.00
2185		8/28/2023 APDoc9407	0.00	135.00	0.00	135.00
		9/6/2023 APDoc9436	150.00	0.00	0.00	150.00
Total 2185			150.00	135.00	0.00	285.00
2201		8/23/2023 APDoc9404	0.00	50.00	0.00	50.00

Aging Date -8/31/2023

Vendor ID	Vendor Name	Date Invoiced Invoice Number	Amount Due	1 - 30 Days Past Due	31 - 60 Days Past Due	Total
		9/7/2023 APDoc9442	50.00	0.00	0.00	50.00
Total 2201			50.00	50.00	0.00	100.00
2202		9/7/2023 APDoc9448	40.00	0.00	0.00	40.00
		9/7/2023 APDoc9449	50.00	0.00	0.00	50.00
		9/7/2023 APDoc9450	50.00	0.00	0.00	_50.00
Total 2202			140.00	0.00	0.00	140.00
2206		9/1/2023 APDoc9428	150.00	0.00	0.00	_150.00
Total 2206			150.00	0.00	0.00	150.00
2207		9/7/2023 APDoc9451	70.00	0.00	0.00	70.00
		9/7/2023 APDoc9452	80.00	0.00	0.00	80.00
		9/7/2023 APDoc9453	90.00	0.00	0.00	90.00
		10/3/2023 APDoc9592	90.00	0.00	_0.00	90.00
Total 2207			330.00	0.00	0.00	330.00
2211		9/8/2023 APDoc9472	90.00	0.00	0.00	90.00
		9/8/2023 APDoc9473	90.00	0.00	0.00	90.00
Total 2211			180.00	0.00	0.00	180.00
2212		9/8/2023 APDoc9474	110.00	0.00	0.00	110.00
		9/8/2023 APDoc9475	110.00	0.00	0.00	<u>110.00</u>
Total 2212			220.00	0.00	0.00	220.00
2215		9/8/2023 APDoc9468	156.00	0.00	0.00	156.00
Total 2215			156.00	0.00	0.00	156.00
2216		9/8/2023 APDoc9466	90.00	0.00	0.00	90.00
		9/8/2023 APDoc9467	120.00	0.00	0.00	120.00
Total 2216	Summer of the local division of the local di		210.00	0.00	0.00	210.00

Aging Date -8/31/2023

Vendor ID	Vendor Name	Date Invoiced Invoice Number	Amount Due	1 - 30 Days Past Due 31 - 60	Days Past Due	Total
2225		9/5/2023 APDoc9431	100.00	_0.00	0.00	100.00
Total 2225			100.00	0.00	0.00	100.00
2230		9/5/2023 APDoc9432	100.00	0.00	0.00	100.00
Total 2230			100.00	0.00	0.00	100.00
2232		9/8/2023 APDoc9471	100.00	0.00	_0.00	100.00
Total 2232			100.00	0.00	0.00	100.00
2233		8/31/2023 APDoc9420	30.13	0.00	0.00	30.13
Total 2233			30.13	0.00	0.00	30.13
2235		9/13/2023 APDoc9500	150.00	0.00	0.00	150.00
Total 2235			150.00	0.00	0.00	150.00
2236		9/7/2023 APDoc9443	15.00	0.00	0.00	15.00
		9/7/2023 APDoc9444	105.00	0.00	0.00	105.00
		9/7/2023 APDoc9445	90.00	0.00	0.00	90.00
Total 2236			210.00	0.00	0.00	210.00
2238		8/23/2023 APDoc9406	0.00	90.00	0.00	90.00
		9/7/2023 APDoc9447	90.00	0.00	0.00	90.00
Total 2238			90.00	90.00	0.00	180.00
2239		9/19/2023 APDoc9528	135.00	0.00	0.00	135.00
		9/19/2023 APDoc9529	30.00	0.00	0.00	30.00
		9/21/2023 APDoc9526	60.00	0.00	0.00	60.00
		9/21/2023 APDoc9527	_135.00	0.00	0.00	135.00
Total 2239			360.00	0.00	0.00	360.00
2244		8/31/2023 APDoc9425	135.00	0.00	0.00	<u>135.0</u> 0

35

Aging Date -8/31/2023

Vendor ID	Vendor Name	Date Invoiced Invoice Number	Amount Due	1 - 30 Days Past Due	31 - 60 Days Past Due	Total
Total 2244			135.00	0.00	0.00	135.00
2245		8/23/2023 APDoc9405	0.00	135.00	0.00	135.00
		9/7/2023 APDoc9446	135.00	0.00	0.00	135.00
Total 2245			135.00	135.00	0.00	270.00
2251		9/20/2023 APDoc9533	30.00	0.00	0.00	30.00
		9/20/2023 APDoc9534	30.00	0.00	0.00	30.00
Total 2251			60.00	0.00	0.00	60.00
2252		9/5/2023 APDoc9433	135.00	0.00	0.00	135.00
Total 2252			135.00	0.00	0.00	135.00
2253		9/5/2023 APDoc9430	60.00	0.00	0.00	60.00
Total 2253			60.00	0.00	0.00	60.00
2254		8/23/2023 APDoc9414	0.00	165.00	0.00	165.00
		9/11/2023 APDoc9465	180.00	0.00	0.00	180.00
Total 2254			180.00	165.00	0.00	345.00
2256		9/11/2023 APDoc9469	150.00	0.00	0.00	150.00
		9/11/2023 APDoc9470	120.00	0.00	0.00	120.00
Total 2256			270.00	0.00	0.00	270.00
2257		9/15/2023 APDoc9512	60.00	0.00	0.00	60.00
Total 2257			60.00	0.00	0.00	60.00
2260		9/5/2023 APDoc9429	120.00	0.00	0.00	120.00
Total 2260			120.00	0.00	0.00	120.00
Report Total			54,845.04	13,991.35	0.00	68,836.39

Page: 8

Budget Adjustment Request

Request Date <u>10/3/2023</u>

Grant/Contract: Quest NDWG

Net Amount: <u>\$50,931.00</u>

Effective Date of Adjustment: <u>10/1/2023</u>

Requester: Jessica Roche

Board Approval Needed (as outlined in policy): (Yes) or No

Requested Budget Adjustment

Move projected FY 24-25 training carry-over and apply to client training for FY 23-24.

Rationale

Due to grant ending 9/31/2024, training will need to be 100% obligated by 6/30/2024, and fully expended by 8/31/2024.

Was not identified in current year operating budget so will increase expenditure and revenue accordingly.

Signatures

request approval for this budget adjustment:
Controller: Durle Date 10/3/23
Reviewed and Approved:
Executive Director Maisan m. Vary Date 10/4/23

Budget Adjustment Request

Request Date <u>9/24/2023</u>

Grant/Contract: Kaiser - Pathways to Careers

Net Amount: <u>\$75,000</u>

Effective Date of Adjustment: <u>10/1/2023</u>

Requester: Jessica Roche

Board Approval Needed (as outlined in policy): (Yes) or No

Requested Budget Adjustment

Kaiser Permanente Community Benefit Program awarded MCWIC a \$75,000 grant for the Pathways to Careers project.

Rationale

New grant received

Signatures

I request approval for this budget adjustment:
Controller: Price Date 9/20/23
Reviewed and Approved:
Executive Director Main Man Vang Date 9/28/23

AGENDA ITEM 7.3

DocuSign Envelope ID: EAC8DA69-9D71-4C89-BA DA467F4DC2

KAISER PERMANENTE.

Kaiser Foundation Hospitals Northern California Region

8/31/2023

Maiknue Vang Executive Director Madera County Workforce Investment Corporation 2037 W. Cleveland Ave Madera, California 93637

Re: Grant Award Letter for Grant Number 155399

Dear Maiknue Vang:

On behalf of Kaiser Permanente's Northern California Community Benefit Programs, we are pleased to inform you that a grant in the amount of \$75,000.00 has been awarded to Madera County Workforce Investment Corporation ("Grantee"). The purpose of these funds is to support the Pathways to Careers (the "Grant").

Kaiser Permanente has a 70-year history and our mission includes improving the health of the communities we serve. As a nonprofit integrated healthcare delivery organization, we make investments in our communities. We believe in supporting organizations like yours that make a difference in people's lives.

Grant Period

Start Date: 10/1/2023

End Date: 9/30/2024

Grant Reporting

Instructions for submitting report will be provided 30 days prior to the due date.

Final Report Due Date: 10/31/2024

Please review the enclosed Grant Agreement (pages 1-4) and Communications Guidelines (page 5) which describe the terms and conditions of your grant.

If you have questions or require additional information, please contact your grant manager, Kiran Sandhu at Harkiran.X.Sandhu@kp.org.

Sincerely,

hide AAL

Date: 8/31/2023

Jean Nudelman Senior Director, Community Health, Northern California Region

ACCEPTED AND AGREED

DocuSlaned by: Unterkant his Yauf

Maiknue Vano **Executive Director** 9/6/2023 Date

Kaiser Foundation Hospitals, Northern California Region

- Grant Agreement -

obtains any audited financial statements covering any part of the Grant period, Grantee shall provide a copy to KFH as well. Grantee is required to keep the financial records with respect to this Grant, along with copies of any reports submitted to KFH, for at least four years following the year in which all Grant funds are fully expended.

5. Required Notification

Grantee is required to provide KFH with immediate written notification of: (1) any changes in its tax-exempt status; (2) its inability to expend the Grant for the purposes described in the Grant Award Letter; (3) any expenditure from this Grant made for any purpose other than those for which the Grant was intended; (4) any modification of the budget, Scope of Work of timeline; and (5) any significant changes in Grantee's leadership or staffing.

6. Reasonable Access for Evaluation

Grantee is expected to actively participate in the evaluation of Kaiser Permanente's Community Benefit Program, including KFH's evaluation of Grantee's project within that program. At KFH's request, Grantee will permit KFH and its representatives to conduct site visits and have reasonable access during regular business hours to Grantee's files, records, accounts, personnel and clients or other beneficiaries for the purpose of making financial audits, verifications or program evaluations as KFH deems necessary or appropriate concerning this Grant award.

7. Publicity

Whenever possible, Grantee shall obtain KFH's prior written or oral consent of any proposed publicity concerning this Grant prior to the release of such publicity. When acknowledging this Grant, Grantee will incorporate the following text: "The project is supported by Kaiser Permanente Northern California Community Benefit Programs."

KFH may include information regarding this Grant, including the amount and purpose, photographs provided by Grantee, Grantee's logo or trademark, or other information or materials about Grantee's organization and activities, in KFH's periodic public reports, newsletters, online channels, and news releases.

8. Right to Modify or Revoke Payments

Payments made under this Grant are contingent upon Grantee's compliance with the terms of this Agreement. KFH reserves the right to discontinue, modify or withhold any payments to be made under this Grant award or to require a total or partial refund of any Grant funds if, in KFH's sole discretion, such action is necessary: (i) because Grantee has not fully complied with the terms and conditions of this Grant, including without limitation, Grantee's loss of tax-exempt status or Grantee's use of Grant funds for purposes other than those designated; (ii) to protect the purpose and objectives of the Grant or any other charitable activities of KFH or the Kaiser Permanente Medical Care Program; or (iii) to comply with the requirement of any law, regulation, or regulatory agency policy applicable to Grantee, KFH or this Grant.

9. Termination

KFH may terminate this Grant for convenience upon 30 days' written notice to Grantee and may terminate this Grant immediately for the reasons specified in Section 8 or for Grantee's engagement in willful misconduct or negligence.

Kaiser Foundation Hospitals, Northern California Region – Communications Guidelines –

Congratulations on your Kaiser Permanente Northern California Region grant. We appreciate the opportunity to partner with you and to help others learn about your important work. Please review the information below concerning communications and publicity and contact your grant manager if you have any questions.

How to acknowledge your grant. To make it easy to communicate about your grant, we have prepared language describing our partnership. This language can be used for newsletters, websites, or other communications. *Please use this description when acknowledging your Kaiser Permanente grant.*

Short credit:

The project is supported by Kaiser Permanente Northern California Community Benefit Programs.

Longer credit:

About the Kaiser Permanente Northern California Community Benefit Grants Program Kaiser Permanente's community involvement uniquely pairs grant funding with 70 years of clinical expertise, medical research, and volunteerism to support prevention-focused, evidence-based programs that are expanding access to care and creating healthy environments. Kaiser Permanente recently awarded Madera County Workforce Investment Corporation a \$75,000.00 grant that will help more people in this community get access to the resources they need to lead a healthy life. For more information about Kaiser Permanente's work in the community, visit <u>about kaiserpermanente.org/community-health</u>.

Logo. If you would like to use a Kaiser Permanente logo, please contact your grant manager. Tell them your preferred file type (JPEG or EPS) and color (blue or black). As a nonprofit organization, the Kaiser Permanente logo cannot be used on materials that imply endorsement of legislation or a candidate.

Promoting your Kaiser Permanente grant. Your new grant is an excellent time to tell the story of your important work—to your partners, the community, and the media. There are many ways to communicate, including via a press release, newsletter, Web site, social media, and donor communications. If you are interested in doing outreach or promotion, our communications team may be available to help. Please contact your grant manager to discuss this further.

Collecting stories about your work. Personal stories and testimonials are particularly effective ways to illustrate the value of your work—for fundraising, donor and board communications, and grant reports. The reporting requirements for this grant include capturing and relaying at least one story about your work, but we also appreciate your sharing stories with us at any point.

155399 Page 5

Pathways to Careers

Status:	Under_Consideration
Date:	6/28/2023

Organization Information

Your Proposal ID is 155399. Please make a note of it for future reference.

Madera County Workforce Investment Corporation
45-5243422
1200
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15
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0
A6E
Arts, Culture and Humanities
501(c)(3)
W9 Form_2023.pdf
www.maderaworkforce.org
2012
The mission of the Madera County Workforce Investment Corporation is to provide a comprehensive array of business and career services that promote economic health and prosperity for Madera County.
Madera County Workforce Investment Corporation (MCWIC) is the administrative and fiscal agent for the local workforce development area in Madera County. The Corporation was approved by the Secretary of State in May 2012 and is a private, non-profit with a 501c3 designation. Prior to that and for over 35 years, the Madera County Superintendent of Schools (MCSOS) was the designated administrative and fiscal agent of the workforce development system. Staff were employees of the MCSOS until the transition and are now employees of the Corporation. MCWIC staff have extensive experience providing career services to assist job seekers in accessing education, training, employment and supportive services while matching employers with the skilled workers they need to compete in the global economy.
Yes
Member List - MCWIC 2022.4.28.pdf
MCWIC Management Team,pdf
2037 W. Cleveland Ave
Madera
California

Organization Zip Code

93637

Contact Information

Organization Mailing Address (line 1)	PO Box 1205
Organization Mailing Address (line 2)	
Organization Mailing City	Madera
Organization Mailing State	California
Organization Mailing Zip Code	93639
Organization CEO/Executive Director Contact Prefix	Ms.
Organization CEO/Executive Director Contact First Name	Maiknue
Organization CEO/Executive Director Contact Last Name	Vang
Organization CEO/Executive Director Contact Title	Executive Director
Organization CEO/Executive Director Contact Phone Number	559-662-4503
Organization CEO/Executive Director Contact Email	mvang@maderaworkforce.org
Is the individual listed as CEO/Executive Director the correct signatory for grant agreements?	Yes
Fiscal Sponsor Information	
Does your application include a fiscal sponsor? i	Νο
KP Involvement	
Is your organization engaged in one or more active contractual agreements for supplier/vendor or member services with Kaiser Permanente?	Yes
Provide a description of your organization's contract(s) with Kaiser Permanente, including start and end dates.	Pathways to Careers Contract (10/1/2022 - 9/30/2023): Funds ensure that disconnected individuals who may not be eligible for Federal Workforce Innovation and Opportunity Act (WIOA) funds, are provided equitable access to the broader workforce system through referrals, job readiness, vocational training, work experience, employment assistance, and wrap around services.
Does Kaiser Permanente currently provide a significant amount of technical assistance, supplies, equipment, or other resources to support this organization and/or project?	No
Do any Kaiser Permanente employees or physicians serve as a Board member or employee of the organization?	No
Request Overview	
Project Contact Prefix	Ms.
Project Contact First Name	Maiknue

Project Contact Last Name	Vang						
Project Contact Title	Executive Director						
Project Contact Phone	559-662-4503						
Project Contact Email	mvang@maderaworkforce.org						
Please select the Kaiser Permanente Region in which your request will take place.	Northern California						
Please select the Kaiser Permanente Service Area where the activity to be funded will occur.	Northern CA - C	entral \	/alley				
Please select the Community Health Need which your project will address.	Income & Emplo	Income & Employment					
Enter the exact grant amount requested from Kaiser Permanente.	75,000.00						
Grant Term	Proposed start of grant term	date	Proposed grant term			ition of grant in months	
Enter Info	10/1/2023		- 9/30/2024		12	12	
Please select the city or cities within the Kaiser Permanente service area where your project activities will take place.	City	Cou	nty	Region		Percentage	
	Oakhurst	Made	era	NCAL		3	
	Madera	Made	era	NCAL		85	
	Coarsegold	Made	era	NCAL		2	
	Chowchilla	Made	era	NCAL		10	
What is the total cost of the project for which you are requesting support?	75,000.00						
Please attach the Project Budget	Pathways to C	areers	Budget 23-2	4.xis			
Grant Range	Tier 2						
Program Information							
Project Title	Pathways to Car	eers					
How many people will be directly served by this funding?	10						
Please provide a 1-2 sentence executive summary of your project, including your organization's full name, the project title, goal(s), and target population and communities.	MCWIC will provide referrals, job readiness, vocational training, work experience, employment assistance, and wrap around needs related services to Madera County individuals who do not qualify for Federal Workforce Innovation and Opportunity Act (WIOA) services through the Pathways to Careers project. This may include individuals who are low income, have not registered for Selective Service, do not have a high school diploma/GED, are limited English proficient, and/or are undocumented.						
Please provide an overview of the project activities and explain how the project will address the identified Community Health Need.						verse population. r leverage training, and assistance. the to expand shop, socialize, th care centers, unigration ts, churches, and arketing materials, prmational rate with migrant prksites in Madera	

system and progress through education, training, and work based activities that lead to gainful and long term employment. An Integrated Resource Team (IRT) of identified partners will meet regularly to implement co-enrollment and co-case management strategies and provide a network of supportive and wrap around services. Staff will work with local industry partners/employers to assist in obtaining and retaining quality jobs related to the participant's training and career path.

Please list key partners who have a significant role in this project, and indicate whether an MOU (Memorandum of Understanding) or a Letter of Agreement is in place.

Briefly describe the population(s) and location(s) who will be impacted by this project

Is your project intended to benefit a particular racial or ethnic group?

Is your project intended to benefit a particular age group?

Measurable Objectives: List up to 5 concise "SMART" objectives for the proposed request.

Objective 1

MCWIC continually strives to maintain a presence in the community to strengthen existing relationships with adult schools, Community Colleges, community based organizations, libraries, human service programs, immigration programs, and training providers to better align services and resources. We will continue to facilitate access to critical services, including, but not limited to CalWORKs, housing, financial literacy, and behavioral health, as needed. In addition, MCWIC will connect participants to Central Valley Opportunity Center (CVOC), Department of Social Services (DSS), Employment Development Department (EDD) the State Center Adult Education Consortium (SCAEC), Madera Unified School District (MUSD)/Madera Adult School (MAS) and their Parent Resource Centers, Madera Community College (MCC), Educational Leadership Foundation (ELF) and their work authorization services, American Legal Clinic, United Farmworker Foundation (UFWF), United Way's 2-1-1, Reading and Beyond, Employment Education and Outreach (EMPLEO), and Small Business

Development Center (SBDC) for entrepreneurial support, in order to provide a robust menu of wrap around and needs related services for each customer, based on their individual needs. These efforts will allow us to increase referrals, improve coordination of services in to Madera County, and expand education, training, work based learning and employment opportunities for individuals. MOUs are in place for CVOC,

MUSD/MAS, DSS, EDD, SCAEC, MCC, and SBDC. Other identified partners and/or training providers have a long standing relationship with us that would allow for an MOU, contract, or a letter of agreement should one be required. Individuals who are low income, have not registered for Selective Service, do not have a high school diploma/GED, are limited English proficient, and/or are undocumented are historically lower level learners who require intensive assistance and significant time to successfully complete adult literacy education. Specifically, these individuals may lack right to work documents and struggle with fees associated with the process; have low levels of educational attainment or need translation of professional/advanced degrees from their home countries; lack transportation, childcare, and housing assistance; are justice impacted;

experienced trauma; and are underemployed with a limited work history, all of which impact employment options. Services will be available to residents of Madera County with primary concentration on the city of Madera, Chowchilla, and parts of Eastern Madera County.

No

•	List of Objectives ⁱ	Activities i	Timeline ⁱ	Outcomes i	Measureme nt . ⁱ
	Convene Partner meeting to discuss project, roles, and processes. Ensure all partners are informed of new programs and services	Identify needs and employment gaps in services, including access to training and quality jobs faced by target populations. Coordinate	October 2023 and continuous	Enhanced collaboration s for wrap- around services. Increased alignment and integration that minimizes duplication of services.	Attendance and participation in partner meetings. Implementati on of Integrated Resource Teams.

	available to support target populations.	opportunities to leverage resources and services to respond to these needs.			
Objective 2	Conduct targeted outreach and marketing efforts to increase access to workforce services.	Coordinate targeted outreach at locations where target populations shop, socialize, and receive other services. Assess additional marketing platforms that target populations may be utilizing.	October/Nov ember 2023 and continuous	Increased referrals to and from community partners.	AJCC Referral Form
Objective 3	Improve skills with participation in education, training, and/or work based learning activities.	Assess participants' needs and employment goals. Provide comprehensi ve career counseling and enroll participants in education, training, and/or work based learning opportunities as appropriate.	November 2023 through August 2024	60% of participants engaged in education, training, or work based learning activity will successfully complete the activity.	Measurable skill gains, certificate of completion, attainment of certification
Objective 4	Connect to direct employment or entrepreneur ship opportunities for successful placement and retention.	Identify employment opportunities for participants. Provide guidance on soft skills, resume development , interviewing, and referrals to small business and entrepreneur ial resources and support.	December 2023 through September 2024	50% of participants will secure employment and/or entrepreneur ship opportunities	Follow-up through phone, email, letter with the participant. Follow up with employer through release of information
Objective 5	Provide supportive/n eeds related services and	Assess participants' barriers to accessing	November 2023 through August 2024	Access to timely supports that enable full	Number of supportive/n eeds related/wrap

	referrals to wrap-around services.	education, training, and/or employment. Utilize network of partnerships to support or remove barriers.	participation and completion of workforce activities.	around services provided.
Describe how you will evaluate the success of the program, including the methods that will be used to collect and analyze the data measurements listed in your workplan.	capture impor education or t populations w technical skills where they w success, and certifications v project. Additi	nonitor measurable skil tant progressions of pa raining services. Increa- ould equip them with the s necessary to move in ould establish recent w develop entry level skil will also be monitored to onally, customer surver byze the success of the	articipants who are en asing MSG for the targ he necessary education to work based learnin fork history, demonstra lls. Supportive Service o evaluate the succes ys and testimonials with	rolled in geted onal levels and g options ate work es and training as of the
Provide a brief overview of your organization's goals for the next three years. How does this project fit in with those goals?	that promote of residents. We services, accor- staff have extended development employment. and retention services; enal marketplace. participation in	s itself on developing a economic health and pu- value customer empor- ess for all, and professi ensive knowledge and system and serving po- This project will promot for individuals who oth- oling the worker to beco- Transitioning the target in the labor market will i a as they become contri-	rosperity for Madera C werment, customer ce onalism and innovatio experience in the wor pulations with multiple te equitable access, u erwise may not be eli- ome more competitive ted populations into w increase the self-worth	County entered on. MCWIC kforce barriers to pward mobility, gible for WIOA b in the ork and
Financial Information				
Indicate the start and end of your organization's fiscal year.	Start		End	
Fiscal Year start/end	July		June	
Did your organization have an operating surplus or an operating deficit on your income statement for the previous fiscal year?	Operating Sur	plus		
Enter the dollar amount of the surplus for the previous fiscal year, using only numbers, no currency symbols.	60,619.00			
What is the amount of your organization's total operating expenses for the current and previous fiscal year?	Current		Previous	
Enter Info	3,321,065.00		3,074,176.00	
Attestation				
Non-Discrimination Policy - Applicant: Does the applicant organization have a documented policy which prohibits discrimination in its programs, services, policies, hiring practices and administration on the basis of race, color, ethnicity, ancestry, national origin, age, gender, gender identity or expression, sexual orientation, marital status, or physical or mental disability?	Yes			
Non-Proselytizing Policy - Applicant: If the applicant organization is a religious or faith- based organization, will any portion of the grant	N/A - not a reli	igious or faith-based or	rganization	

be used to support general operations, services and programs of the congregation/membership/students, or to advance religious doctrine or philosophy?

Non-political activity policy: Will any portion of No the grant be used for political advocacy, partisan activities, gifts to or on behalf of state and federal government officials, lobbying, election campaigns, or participation in fundralsing events for the purpose of supporting a political action committee (PAC) or committee on political education (COPE)?

Upload any additional information that you would like Kaiser Permanente to consider (annual report, strategic plan, relevant media coverage, success stories, etc.) Success Story - Lucio.pdf Success Story - Juan.pdf CWA Warm Handoff Article 2.8.23.pdf Northern California Region GRANT APPLICATION

Budget Template

Organization Name: Madera County Workforce Investment Corporation Project Title: Pathways to Careers Budget Contact Name & Phone: Jessica Roche, 559-662-4590

		3	ources	(if applicable		Request from iser Permanente	Budget Justification (Narrative)
-							
S	6,318.00			s -	S	6,318.00	Case manager direct time charged to grant
			-	\$ -	S	3,304.00	Program Manager directly overseeing/approving
							Executive Director allocated based on DTC/CAP
							Controller/Fiscal allocated based on DTC/CAP
5	1,366.00	\$		- S -	\$	1.366.00	Program Manager allocated based on DTC/CAP
S	15,664.00	5		\$ -	5	15,664.00	Time Charged (DTC/CAP) Personnel Costs
\$	4,684.00	\$		s -	\$		Benefits and Taxes (med/den/vis retirement, applicable State/Fed taxes)
1		-					
2	1 006 00	c		6	10	1 000 00	Facility rent & CAM based on allocable DTC/CAP
							Utilities based on allocable DTC/CAP
\$	482.00	s			s		Facility maintenance and services based on allocable DTC/CAP
\$	395.00	\$		S -	\$	395.00	Communications based on allocable DTC/CAP
S	328.00	S		s .	S	328.00	Staff travel mileage reimbursment- allowable IRS rate
\$	900.00	S		S .	\$	900.00	Information tech services, maint, and equip, based on allocable DTC/CAP
S	534.00	S		s .	\$	534.00	Other office supplies, copier/printer maint, office maint, etc.
_		S	-	s -			
S	40,000,00	S		s .	\$	40,000.00	Vocational Training, Transitional Jobs Training, On the Job Training
s	10.000.00	s		\$.	s	10,000.00	Tools, books, mileage, child care, degree translations, right to work docs, immigration fees, adult basic education, other wrap around support and needs related costs, etc.
\$		s		s .	\$		MCWIC does not utilize an ICR. All indirect costs are allocated based on approved Cost Allocation Plan (CAP)
and the second second							
							none
							none
-	-	-					
		\$ 3,304.00 \$ 1,815.00 \$ 2,861.00 \$ 1.366.00 \$ 1.366.00 \$ 1,906.00 \$ 4,684.00 \$ 1,906.00 \$ 1,906.00 \$ 107.00 \$ 482.00 \$ 395.00 \$ 395.00 \$ 328.00 \$ 335.00 \$ 328.00 \$ 335.00 \$ 305.00 \$ 305.00	S 3,304 00 \$ S 1,815,00 \$ S 2,861,00 \$ S 1,366,00 \$ S 1,366,00 \$ S 1,5,664,00 \$ S 1,906,00 \$ S 1,906,00 \$ S 1,906,00 \$ S 107,00 \$ S 482,00 \$ S 395,00 \$ S 328,00 \$ S 534,00 \$ S 40,000,00 \$ S 10,000,00 \$ S 10,000,00 \$	\$ 3,304.00 \$ - \$ 1,815.00 \$ - \$ 2,861.00 \$ - \$ 1,366.00 \$ - \$ 1,366.00 \$ - \$ 1,366.00 \$ - \$ 1,5664.00 \$ - \$ 1,664.00 \$ - \$ 1,664.00 \$ - \$ 1,906.00 \$ - \$ 1,906.00 \$ - \$ 107.00 \$ - \$ 395.00 \$ - \$ 395.00 \$ - \$ 395.00 \$ - \$ 328.00 \$ - \$ 395.00 \$ - \$ 3900.00 \$ - \$ 395.00 \$ - \$ 3000.00 \$ - \$ 3000.00 \$ - \$ 10.000.00 \$ - \$ 10.000.00 \$ - \$ 10.000.00 \$ - \$ - \$ -	$\begin{array}{c ccccccccccccccccccccccccccccccccccc$	$\begin{array}{c ccccccccccccccccccccccccccccccccccc$	$\begin{array}{c ccccccccccccccccccccccccccccccccccc$

*Maximum of 15% of project's total direct costs

Note: Total Expenses for "Request from Kaiser Permanente" should match the request amount.

Budget Adjustment Request

Request Date <u>9/14/2023</u>

Grant/Contract: United Way – Madera County CERF Planning Process

Net Amount: <u>\$10,0000</u>

Effective Date of Adjustment: 7/1/2023

Requester: Jessica Roche

Board Approval Needed (as outlined in policy): (Yes) or No

Requested Budget Adjustment

United Way Fresno and Madera Counties presented MCWIC with award letter for \$10,000 to represent the local disinvested sector/stakeholder groups of Madera County, and assist in the local economic development and planning process as the liaison/ambassador for the local area.

Rationale

New grant received

Signatures

I request approval for this budget adjustment:
Controller: June Date 9/25/23
Reviewed and Approved:
Executive Director Mailing m. Yang Date Date



United Way Fresno and Madera Counties

Award Letter

August 14, 2023

Maiknue Vang, Executive Director Workforce Development Board of Madera County 2037 W. Cleveland Ave. Madera, CA 93637

Dear Ms. Vang,

Congratulations! United Way Fresno and Madera Counties has approved a grant of \$10,000 to Workforce Development Board of Madera County in support of the Madera County CERF, which is a group of local organizations and representative leaders that are committed to an inclusive economic development planning process for Madera County. This funding is part of a larger initiative to support CERF here in the Valley. The award of this grant and the payment of these funds are contingent upon your acceptance and agreement to:

- 1. Participate in monthly Madera County CERF local table meetings.
- 2. Provide input on content created within the Madera County CERF local table (I.e. the CERF plan).
- 3. Serve as a liaison, ambassador and champion between the Madera County CERF local table and representation of disinvested sector/stakeholder groups.
- 4. Support community outreach and engagement activities targeted at constituents of respective sector/stakeholder group.
- 5. Comply with requests for information about any activities related to the grant.

If your organization agrees to the above itemized requirements of this grant, please have an authorized representative sign below. The term of this grant is from March 1, 2023 through June 30, 2024. The organization is eligible to request a 50% advance payment upon execution of this award and the remaining 50% in June 2024. To receive payments, the organization is required to submit invoices to invoices@uwfm.org. Late invoices may result in a delay in payment.

Thank you for your partnership. We are grateful to partner with you on this effort and look forward to hearing of your progress.

Sincerely,

Kindoay S. Jap

Lindsay S. Fox President and CEO

4949 E. Kings Canyon Rd., Fresno, CA 93727 | 559.244.5710 | www.uwfm.org

I certify that the organization named above accepts and agrees to the terms outlined in this Grant Award Letter.

Maiknue Vang

Printed Name

DocuSigned by: Maisung M. Vary 1028126628BF468

Signature

Executive Director

Title

8/15/2023

Date



Certification of Good Standing and Compliance

I, [Maiknue Vang], representing [Madera County Workforce Investment Corporation], hereby certify, by signing this Attestation Form, that neither I nor the principals of [Madera County Workforce Investment Corporation] are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal department or agency. I understand that this certification is a material representation of fact upon which reliance was placed when this transaction was entered into.

Furthermore, I acknowledge and understand that if the certification status of [Madera County Workforce Investment Corporation] changes at any time, I must provide immediate written notice to the United Way Fresno Madera Counties. I undertake to promptly inform the United Way Fresno Madera Counties if I discover that the certification provided herein was erroneous when submitted or has become erroneous due to changed circumstances.

I affirm that I have read and understood the terms and obligations associated with participating in the Madera County CERF table, including the monthly invoicing process and the billable tasks outlined in the communication. I also acknowledge that attendance at the monthly Madera County CERF local table meetings is a requirement to be eligible for billing, and failure to attend three consecutive meetings may result in my stakeholder group proposing my removal and replacement.

By signing this Attestation Form, I confirm that I am fully committed to fulfilling my responsibilities as a participant in the Madera County CERF table and to upholding the highest standards of integrity, accountability, and compliance.

Participant Name: _	Maiken Mr. Vang
Participant Title:	Executive Director
Agency Name:	Madera County Workforce Investment Corporation
Date:	8/15/2023

Please sign and return this Attestation Form along with your first invoice to ensure compliance and proper financial management.

MADERA COUNTY CONTRACT NO. _____(Agreement for Administration of the Workforce Innovation and Opportunity Act)

This agreement for administration of WORKFORCE INNOVATION AND OPPORTUNITY ACT (this "Agreement") is made and entered into this ______ day of ______, 2023, by and between the COUNTY OF MADERA, a political subdivision of the State of California, hereinafter referred to as "COUNTY," the MADERA COUNTY WORKFORCE INVESTMENT CORPORATION, a California public benefit corporation, hereinafter referred to as "MCWIC," and the WORKFORCE DEVELOPMENT BOARD OF MADERA COUNTY, hereinafter referred to as "WDB", for the purpose of defining roles and responsibilities for the administration and operation of the WORKFORCE INNOVATION AND OPPORTUNITY ACT of July 2014 (Public Law 133-128) and its regulations, hereinafter also referred to as the "WIOA"; and any and all directives as may be prescribed by the Governor of the State of California regarding administration of the WIOA of 2014.

The purpose of this Agreement is to establish the programmatic, policy, administrative, and fiscal roles and responsibilities between the COUNTY, the WDB, and MCWIC.

RECITALS

WHEREAS, WIOA H.R. 803, was signed into law on July 22, 2014, and took effect on July 1, 2015 and supersedes Titles I and II of the Workforce Investment Act of 1998; and WHEREAS, the regulations implementing the WIOA, or the "Final Rule", was published in the Federal Register Volume 81, Number 161, Chapter 20, Parts 603, 675, and 679-688 on August 19, 2016, and such regulations took effect on October 18, 2016; and

WHEREAS, Madera County has met the eligibility requirements for initial designation as a Local Workforce Development Area, hereinafter referred to as "LWDA", for the two (2) year period of July 1, 2015, through June 30, 2017 and will reapply or otherwise request_subsequent and continuing designation as an LWDA once the State has issued guidance_related to that process;

and

WHEREAS, under this agreement the Chief Local Elected Official (CLEO) (referred to under WIOA as Chief Elected Official, CEO) of Madera County shall be the Chairperson of the Board of Supervisors; and

WHEREAS, Madera County Board of Supervisors, by Resolution No. 2000.178, dated August 22, 2000, designated the Madera County Private Industry Council as the WORKFORCE INVESTMENT BOARD, carried into the Workforce Investment Act of 1998, and now per the requirements of the new WIOA, the word Investment is to be stricken and replaced with the word Development, and the Workforce Development Board of Madera County has been <u>initially</u> certified by the Governor through June 30, 2018, and will reapply or otherwise request subsequent and continuing certification as the local board once the State has issued guidance related to that process;; Commented [MV1]: First LWDA designation under WIOA

Commented [MV2]: To minimize any confusion with industry standard usage of the acronym CEO, WDB and MCWIC propose the continued use of CLEO vs CEO.

Commented [MV3]: Clarifying the separation of LWDA designation and LWDB certification, of which both must be certified every two years.

and

WHEREAS, the WIOA amends the Workforce Investment Act of 1998, to strengthen the United States workforce development system through innovation in, and alignment and improvement of, employment, training, and education programs in the United States, and to promote individual and national economic growth, and for other purposes; and

WHEREAS, the WIOA requires COUNTY and WDB to establish standing committees as deemed appropriate and necessary, develop a Local Workforce Development Plan, and define a local one-stop delivery system for the LWDA; and

WHEREAS, the WIOA requires the WDB, in partnership with the CLEO, to develop and submit a local plan to the State that meets the requirements in WIOA Section 108. If the local area is part of a planning region that includes other local areas, the local board shall collaborate with the other local boards and CLEO's from such other areas in the preparation and submission of a regional plan as described in WIOA Section 106(c)(2); and

WHEREAS, the WDB has prepared a local plan and participated in the development of the regional plan, and COUNTY has approved such plans prior to their submission to the State; and

WHEREAS, the WDB has been designated by the COUNTY to provide policy guidance for administration and operations, while exercising oversight with respect to activities under the Local Workforce Plan for the LWDA; and WHEREAS, the WIOA requires that the scope and specific nature of the partnership in the LWDA be defined and determined by local agreement between the CLEO, and WDB; and

WHEREAS, the parties, including the MCWIC as the administrative and fiscal agent for the LWDA, have previously entered into an agreement, Madera County Contract No. <u>11113-18</u> <u>10561 C 2016</u>, dated <u>February 13</u>, <u>2018</u> <u>January 26</u>, <u>2016</u>, for the purposes described herein and said Contract is hereby superseded in full by this Contract.

AGREEMENT

NOW THEREFORE, in consideration of the recitals set forth above, which are incorporated herein by reference, and the mutual covenants and undertaking set forth herein, the mutual receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. <u>Roles and Responsibilities of County</u>: The CLEO, on behalf of the COUNTY, shall serve as the local grant recipient for, and shall be liable for any misuse of, the grant funds allocated to the local area under WIOA sections 128 and 133, unless the CLEO reaches an agreement with the Governor for the Governor to act as the local grant recipient and bear such liability. As grant recipient, COUNTY shall fulfill, or cause to be fulfilled, the following responsibilities:

1.01 COUNTY shall designate MCWIC to serve as the local fiscal agent/local grant recipient. Such designation shall not relieve the County of any misuse

of grant funds as described in WIOA Section 107 (d)(12)(B)(i)(1); COUNTY shall confirm adequate accounting, auditing, management information and reporting systems are in place to comply with the WIOA, and any and all regulations and/or those directives as may be prescribed by the Governor, and all other applicable, associated federal and state laws and regulations; COUNTY will provide a point of contact from the COUNTY Auditor/Controllers office for submission of administrative and fiscal related compliance and oversight documentation from MCWIC. COUNTY will maintain oversight documentation and record keeping for COUNTY audit purposes.

- 1.02 COUNTY shall in partnership with the WDB, approve local and regional plans and Partner Memoranda of Understanding that meet the requirements in WIOA section 108.
- 1.03 COUNTY shall designate one of the Board of Supervisors members as a liaison with the WDB, which will enhance COUNTY Board of Supervisors' familiarity with WIOA, programmatic oversight, and commitment to the WIOA, WDB activities, and encourage communication between the parties to this Agreement. This WDB member shall have the same rights as any other member. This member shall be responsible for keeping the COUNTY Board of Supervisors apprised on the programs/systems operating under the direction/administration of the WDB and report out to the COUNTY Board of Supervisors meeting following each WDB meeting.
- 1.04 COUNTY shall comply with the provisions of the California Unemployment Insurance Code 14000-14004.5, fiscal controls established by the State as

outlined in the WIOA section 184, and any and all regulations and/or directives that may be prescribed by the Governor, without compromise of its remedies against the WDB AND MCWIC, including but not necessarily limited to indemnification and contribution.

- 1.05 COUNTY shall, consistent with the WIOA, appoint all members of the WDB.
- 1.06 COUNTY's obligations under this Agreement shall be limited to making available to the MCWIC the funding that COUNTY receives from other agencies, entities, or jurisdictions, including federal and state funding sources, and which funds are intended for use in carrying out the intent and purpose of this Agreement. Under no circumstances shall COUNTY be responsible for providing funding under this Agreement that is unrelated to the WIOA purposes.

2. <u>Roles and Responsibilities of MCWIC</u>: MCWIC shall be designated herein as the administrative and fiscal agent and local grant recipient for programs and systems initiated pursuant to the WIOA and any and all regulations and/or those directives as may be prescribed by the Governor during the term of this Agreement. As the administrative and fiscal agent, MCWIC is hereby granted the authority to:

- 2.01 Carry out the required fiscal and administrative functions as determined by MCWIC and the WDB.
- 2.02 Negotiate and enter into separate agreements related to the provision of WIOA related services and other professional services consistent with, and deemed by MCWIC to be necessary to carry out its responsibilities as the local provider of WIOA Career Services without further approval of COUNTY, except as provided in this Agreement.

- 2.03 Expend funds sub-vented to MCWIC by COUNTY under the WIOA for the purpose of providing WIOA Career Services for the LWDA, as well as such other funds as may, from time to time, be made available to MCWIC, without further approval of COUNTY, except as provided for in this Agreement.
- 2.04 Take responsibility for the day-to-day management and operations of WIOA Career Services for the LWDA. In carrying out these responsibilities, MCWIC hereby agrees to:
 - 2.04.1 Establish and maintain an adequate fund accounting, auditing, and management information and reporting system on operations and expenditures.
 - 2.04.2 Provide written reports to COUNTY, pursuant to its request, regarding program operations, performance, and expenditures, as well as other activities being conducted. Reports shall include <u>quarterly</u> MCWIC financial reports approved by the MCWIC Board, quarterly expenditure reports submitted to EDD, annual monitoring guide and reports (completed by EDD and/or all other agencies as applicable to the WIOA), annual Schedule of Expenditures of Federal Awards, annual MCWIC Single Audit Report, and annual MCWIC 990 Financial report. Additional year end reports may be requested by the COUNTY auditor and will be provided upon request.
 - 2.04.3 Act as the provider of Career Services for WIOA Adult and Dislocated Worker_programs. Initially approved through June 30, 2019, as approved by COUNTY at their meeting on February 21, 2017 and subsequently approved by the State Workforce Board at

Commented [JR4]: Corporation is changing process to approve QUARTERLY financials since corporation has been designated as a low risk auditee.

their meeting on April 27, 2017. <u>MCWIC will reapply or otherwise</u> request continuing approval to act as the Career Services Provider, once the State has issued guidance related to that process.

- 2.04.32.04.4 Act as the provider of WIOA Youth programs as designated by the Local Workforce Development Board.
- 2.04.42.04.5 Procure audits of funds and program activities as required by the WIOA and work to resolve any questions or irregularities identifiedthrough such audits.
- <u>2.04.6</u> Develop and manage a system to hear and resolve grievances, which may be brought by participants, contract service providers, vendors/training providers, and interested parties, as required by the WIOA.
- 2.04.52.04.7 Develop a budget for the program activities in the area, consistent with the local plan and the duties of the local board under this section, subject to the approval of the WDB.

3. <u>Purpose of the WDB</u>: The WDB shall be organized to serve as Workforce Development Board of Madera County as established by the WIOA sec. 107 (d). It shall function in accordance with the provisions of the WIOA and any and all associated enabling legislation, regulations, and/or executive orders, to carry out the primary purposes of the WDB as follows:

3.01 Increase the involvement of the business community, educational institutions, organized labor, government agencies, community-based organizations and economic development agencies in WIOA activities authorized by the WDB. **Commented [MV5]:** 20 CFR 681.400 allows WDB to operate the Youth program, which MCWIC has been providing since January 2017.

Commented [JR6]: This is actually a function of MCWIC to the WDB. So moved from WDB resp. to under MCWIC Rules and Responsibilities

3.02 Identify, implement and administer effective approaches to increase employment opportunities for job seekers or anyone who wants to advance his or her career, including targeted populations.

- 3.03 Operate as the primary agency for implementation of various transitional needs as mandated by the WIOA prior to local designation by the State of California as a LWDA.
- 3.04 Provide WIOA activities, through statewide and local workforce development systems, that increase the employment, retention, and earnings of participants, while increasing occupational skills of participants, resulting in the improvement of the quality of the workforce, reduction of welfare dependency, and enhancement of the productivity and competitiveness of COUNTY.
- 3.05 Act as a catalyst for workforce retention and expansion, while a forum for all workforce policy.

4. **Roles and Responsibilities of the WDB**: In partnership with COUNTY in the implementation of the WIOA, WDB shall assume the following responsibilities:

- 4.01 Establish the respective roles and responsibilities of the COUNTY and the WDB, for implementation of the WIOA at the local level.
- 4.02 Develop, in partnership with the CLEO, a local workforce plan to the Governor that meets the requirements in section 108. If the local area is part of a planning region that includes other local areas, the local board shall collaborate with the other local boards and CLEO's from such other areas in the preparation and submission of a regional plan as described in section 106(c)(2). The plan will be prepared and submitted in accordance with the following conditions:

- WDB shall identify the employment needs of the LWDA's unemployed, the labor force needs of area employers and economic development activities in the area while conducting such other analyses as are required by the WIOA, which the WDB determines to be appropriate and necessary in order to discharge its responsibilities;
- WDB shall solicit the input and participation of the local business community regarding the provision of activities and workforce development system services to customers of the LWDA;
- WDB shall develop and maintain a process to secure public input and comment on the Local Workforce Development Plan and programs to be funded and provided under the WIOA, and shall insure that the COUNTY Board of Supervisors reviews and approves the plans prior to submission to the Governor; and
- WDB shall, upon approval and signature of the WDB and the COUNTY, be responsible for submittal of the Local Plan to the Governor for approval.
- 4.03 Carry out workforce research and regional labor market analysis to assist in the development of analyses of economic conditions in the region, assist in the developing of statewide workforce and labor market information, and assist in conducting research, data collection and analysis related to the workforce needs of the regional economy as the board.
- 4.04 Convene local workforce development system stakeholders to assist in the development of the local plan under section 108 and in identifying non-

Federal expertise and resources to leverage support for workforce development activities.

- 4.05 Lead efforts to engage with a diverse range of employers and with entities in the region involved to promote business representation on the local board, develop effective linkages with employers in the region to support employer utilization of the local workforce development system, ensure local workforce activities meet the needs of the employers and support economic growth, and to develop and implement proven or promising strategies for meeting the employment and skill needs of the workers and employers, that provide the skilled workforce needed by employers in the region, and that expand employment and career advancement opportunities for workforce development system participants in in-demand industries and sectors or occupations.
- 4.06 Identify and promote proven and promising strategies and initiative for meeting the needs of employers, workers, and job seekers, such as physical and programmatic accessibility, in accordance with section 188.
- 4.07 Develop strategies for using technology to maximize the accessibility and effectiveness of the local workforce development system for employers, workers, and job seekers.
- 4.08 Conduct oversight, in partnership with the CLEO for local Adult, Dislocated Worker, and Youth workforce development activities, and ensure appropriate use and management of funds for the activities and system.

- 4.09 Negotiate and reach agreement with the Governor on the local performance accountability measures as described in section 116(c), in collaboration with the CLEO.
- 4.10 With the agreement of the CLEO, designate and certify one-stop operators as described in section 121(d)(2)(A).
- 4.11 Identify eligible provider of Provide youth workforce development activities in the local area by awarding grants or contracts on a competitive basis, and identify eligible training providers in the local area that provide individuals with consumer choice options for training.
- 4.12<u>4.11 Develop a budget for the activities in the area, consistent with the local planand the duties of the local board under this section, subject to the approvalof the CLEO<u>C</u>.</u>
- 4.134.12 Assess the physical and programmatic accessibility, in accordance with section 188 and applicable provisions of the Americans with Disabilities Actof 1990, of all one-stop centers in the local area.
- 4.14<u>4.13</u> Work with the State to ensure that there are sufficient numbers and types of providers of career and training services serving the local area and providing the services in a manner that maximizes consumer choice, as well as providing opportunities that lead to competitive integrated employment for individuals with disabilities.
- 4.154.14 Coordinate activities with education and training providers in the local area, including reviewing applications to provide adult education and literacy activities under Title II to determine whether such applications are consistent with the local plan, making recommendations to the eligible

Commented [JR7]: Remove the requirement for procurement since the WDB has the authority to operate the Youth program as allowed under 20 CFR 681.400.

Commented [JR8]: Not a responsibility of WDB so moved 'Develop a budget......' under MCWIC Responsibilities 2.04.7

Commented [JR9]: This is actually a function of MCWIC to the WDB. So moved under MCWIC Rules and Responsibilities.

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agency to promote alignment with such plan, and replicating an implementing cooperative agreements to enhance the provision of services to individuals with disabilities and other individuals.

- 4.164.15 Lead efforts, in collaboration with secondary and post-secondary education program representatives, to develop and implement career pathways within the local area by aligning the employment, training, education, and supportive services needed by adults, and youth, particularly those with barriers to employment.
- 4.17<u>4.16</u> Make available to the public, on a regular basis through electronic means and open meetings, information regarding the activities of the local board, including information regarding the local plan, regular membership, designation and certification of one-stop operators.
- 4.184.17 In conjunction with Ensure that MCWIC, hires a director and other key staff to ensure and assist in carrying out the functions using funds available under sections 128(b) and 133(b) as described in section 128(b)(4), as desired. The board shall ensure the individuals selected have the requisite knowledge, skills, and abilities, to meet identified benchmarks and to assist in effectively carrying out the functions of the local board. The director and staff shall be subject to the limitations on the payment of salaries and bonuses described in section 194(15).

Commented [MV10]: Remove reference to Youth providers since MCWIC now provides Youth program in-house.

Commented [JR11R10]: WDB provides Youth program services

Commented [MV12]: MCWIC is responsible for hiring a director who manages personnel and agency operations. The Director reports directly to MCWIC board. 4.194.18 Provide career services described in section 134(c)(2) through a onestop delivery system or be designated or certified as a one-stop operator only with the agreement of the CLEO in the area and the Governor.

5. <u>Selection and Approval of One-Stop Operator</u>: The WDB will <u>ensure staff</u> competitively select an entity to act at the One-Stop Operator for the local system using a process that is consistent with the Federal Uniform Guidance set out at 2 CFR 200.318.The selected One-Stop Operator will, at minimum:

- 5.01 Coordinate the service delivery of required one-stop partners and service providers, as outlined in the established Memoranda of Understanding (MOU);
- 5.02 Provide reports to the Local WDB regarding the assessment of compliance with each MOU between the WDB and the one-stop partners;
- 5.03 Participate in the coordination of partner meetings no less than once per quarter, to review one-stop operations, compliance with MOUs, staff development training, and other items designated or requested by the WDB.
- 5.04 Provide an end of year comprehensive report to the WDB regarding all items listed above; and
- 5.05 Complete any other duties that may be necessary to fulfill the requirements of 20 CFR 678.620 to maintain compliance as the One-Stop Operator.

6. <u>Resolution of Disagreements</u>: It is the joint authority and responsibility of all parties to this Agreement to ensure effective delivery of WIOA activities to employers and job seekers. In the event the WDB and COUNTY cannot reach a mutually satisfactory agreement on approval of the Local Workforce Development Plan, WDB and COUNTY shall meet and attempt to resolve such disagreement. When one or more parties to this

Agreement concludes that consensus between WDB and COUNTY cannot be reached, any and all unresolved issues pertaining to the plans shall be submitted for a binding determination made by a four-member panel consisting of one representative of the MCWIC, one representative of COUNTY, one representative of the WDB, and one impartial representative of the Governor's office, or a designee, who is acceptable to the parties.

7. <u>Receipt of Other Funds</u>: This Agreement does not preclude or limit the receipt by MCWIC of other governmental or non-governmental funds, either directly or indirectly. Any funds received directly by MCWIC shall be accounted for in the same manner as, and subject to the same financial procedures and control as the WIOA funds expended by MCWIC, except that private funds may be accounted for separately by using accepted accounting procedures.

8. <u>Term of Agreement</u>: This Agreement, and its force and effect on the activities, responsibilities and relationships defined herein, shall be effective commencing with its execution by the parties and shall continue until terminated as provided for herein.

9. <u>Termination:</u> COUNTY, MCWIC or the WDB may terminate this Agreement upon one hundred-eighty (180) calendars day's prior written notice to all parties specifying the date of termination. Any party may terminate this Agreement for cause by giving all parties five (5) calendar day's prior written notice of its intent to so terminate. Cause shall include, but not be limited to, the material breach of this Agreement by any party hereto or the immediate loss of significant governmental or grant funding (greater than 50% of the total WDB budget) by any party hereto. The breaching party shall have five (5) days from receipt of written notice by the non-breaching party to cure all material breaches of this Agreement. 10. <u>Amendments:</u> COUNTY, MCWIC, or the WDB may propose amendments

to this Agreement at any time. Any amendment to this Agreement shall be in writing and require the written consent of each party hereto.

11. <u>Notices:</u> All notices hereunder shall be in writing served either by personal

delivery or by first class mail (postage pre-paid) as follows:

<u>County of Madera</u> Chairman, Board of Supervisors 200 West 4th Street Madera, CA 93637

Madera County Workforce Investment Corporation Executive Director 2037 West Cleveland Avenue Madera, CA 93637

Workforce Development Board of Madera County Board Chair 2037 West Cleveland Avenue Madera, CA 93637

12. <u>Indemnification/Hold Harmless:</u> To the fullest extent permitted by law, each party shall indemnify, defend (at the indemnifying party's sole cost and expense), protect and hold harmless the other parties and each of their officers, employees, agents, and volunteers, and all representatives, successors, and assigns, from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgment fines, penalties, forfeitures, liabilities, costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs, and any and all other professional, expert or consultants' fees and costs and general and administrative expenses) of every kind and nature whatsoever (individually, a "claim;" collectively,

"claims"), which may arise from or in any manner relate (directly or indirectly) to, and only to the extent of, the negligent and/or willful acts, errors and/or omissions of the indemnifying party, its officers, officials, agents, employees, person(s) under the supervision of the indemnifying party, vendors, suppliers, contractors, subcontractors, consultants, anyone employed directly or indirectly by any of them or for whose acts they may be liable, or any or all of them, in performing any work or services to be provided under this Agreement.

13. <u>Governing Law:</u> This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of California. Venue for the purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Madera County, California.

14. <u>Severability</u>: Should any part, term, portion, or provision of this Agreement be in conflict with any law of the United States or of the State of California, or otherwise unenforceable or ineffectual, the validity of the remaining parts, terms, portions or provisions shall be deemed severable, enforceable and in effect, provided that such remaining portions or provisions can be construed in substance to constitute the intended Agreement of the parties.

** * * * * * * * * * *

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of

By:

the date first above written:

Attest

County of Madera

By:

Clerk, Board of Supervisors

Chairman, Board of Supervisors

Approved as to Legal Form:

By:

1

County Counsel

Madera County Workforce Investment Corporation By: Debi Bray, Chair

Workforce Development Board of Madera County

By:

Brett Frazier, Chair

By:

Maiknue Vang, Executive Director



EMPLOYEE HANDBOOK

July 1, 2022October 26, 2023

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INTRODUCTION

WELCOME TO OUR ORGANIZATION!

We're very happy to welcome you to the Madera County Workforce Investment Corporation. Thank you for joining us! We want you to feel that your association with MCWIC will be a mutually beneficial and pleasant one.

You have joined an organization that has established an outstanding reputation for quality services. This is due to the dedication and commitment of our employees. We hope you too, will find satisfaction and take pride in your work here.

BACKGROUND / HISTORY

The Madera County Workforce Investment Corporation ("MCWIC") is the fiscal and administrative agent of the workforce development system within Madera County, and is the provider of career services for_the Madera County Workforce Assistance Center. We are authorized and primarily funded by the Federal Workforce Innovation and Opportunity Act of 2014. There are 45 local Workforce Development Areas in the State of California.

HANDBOOK PURPOSE

This MCWIC Employee Handbook (the "Employee Handbook" or "Handbook") is presented as a matter of information and has been prepared to inform you about MCWIC's philosophy, employment practices, policies, the benefits provided to you as a valued employee, as well as the conduct expected from you. While this handbook is not intended to be a book of rules and regulations, it does include some important guidelines about which you should know. The Handbook can be amended by MCWIC at any time.

Only authorized management may alter or modify any of the policies in this Handbook. No statement or promise by a supervisor is to be interpreted as a change in policy, nor will it constitute an agreement with an employee.

We ask that you read this handbook carefully, become familiar with MCWIC and our policies, and refer to it whenever questions arise.

EMPLOYMENT

EQUAL EMPLOYMENT

MCWIC is an equal opportunity employer and makes employment decisions on the basis of merit. MCWIC policy prohibits unlawful discrimination based on ancestry, age, color, disability, genetic information, gender, gender identity, or gender expression, transgender status, marital status, medical condition, military or veteran status, national origin, race, religion, sex (including pregnancy, childbirth, breastfeeding, and related medical conditions), sexual orientation, or any other protected classification, in accordance with applicable federal, state, and local laws. It also prohibits unlawful discrimination based on the perception that anyone has any of those characteristics or is associated with a person who has or is perceived as having any of those characteristics. All such discrimination is unlawful.

The MCWIC is committed to compliance with all applicable laws providing equal employment opportunities. This commitment applies to all persons involved in MCWIC operations and prohibits unlawful discrimination by any employee of MCWIC, including supervisors and coworkers.

If you believe that you have been subjected to any form of unlawful discrimination you should notify your supervisor or the Executive Director. It is preferred, but not required, that your complaint is submitted in writing. The complaint should be specific and include the names of the individuals involved and the names of any witnesses. If you need assistance with your complaint, contact the designated Equal Employment Opportunity Officer, or the Executive Director. Upon receipt of any such complaint, an immediate, thorough and objective investigation and an attempt to resolve the situation will be undertaken. To the extent reasonably possible, your complaint will be kept confidential.

If MCWIC determines that unlawful discrimination has occurred, effective remedial action will be taken commensurate with the severity of the offense. Appropriate action will also be taken to deter any future discrimination. MCWIC will not retaliate against any individual for filing a complaint or acting as a witness on behalf of a complainant and will not knowingly permit retaliation by management employees or coworkers.

Equal employment opportunity includes, but is not limited to, employment, training, promotion, demotion, transfer, leaves of absence, and termination.

AT-WILL NOTICE

Employment with MCWIC is at-will and may be terminated with or without cause and with or without notice at any time by the employee or MCWIC. Employee is not hired for any definite or specified period of time even though employee's wages are paid regularly. The terms and conditions of employment with MCWIC may be modified at the sole discretion of the MCWIC with or without cause and with or without notice. MCWIC also retains the right to demote, transfer, change job duties, and change compensation of any employee, at any time, with or without notice, and with or without cause, in its sole discretion.

The Handbook, the plans, policies, and procedures described herein, and the language used herein, are not intended to create, nor is it to be construed to constitute, a contract between MCWIC and any or all of its employees. Likewise, neither is this Employee Handbook, the plans, policies

and procedures described herein, nor the language used herein, intended to be or is, a guarantee or promise of employment or continuing employment.

MCWIC's policy requires all employees to be hired at-will and this policy cannot be changed except by a written document signed by you and the Executive Director of MCWIC. There have been no implied or verbal agreements or promises to you that you will be discharged only under certain circumstances or after certain procedures are followed. There is no implied employment contract created by this Handbook or any other MCWIC document or written or verbal statement or policy.

When deciding to work for MCWIC, or continuing to work for MCWIC, employee must understand and accept these terms of employment.

ANNIVERSARY DATE

The employee's date of hire is that employee's official employment anniversary date.

**Individuals hired on 1/1/2013 by MCWIC, who were previously employed by the Madera County Superintendent of Schools ("MCSOS"), will use their hire date from MCSOS.

IMMIGRATION LAW COMPLIANCE

Each individual offered employment by MCWIC will be required to produce proof of his/her identity and eligibility to work in the United States prior to start of employment and will be required to certify the same on the appropriate Form I-9 his/her identity.

EMPLOYMENT CLASSIFICATIONS

MCWIC has established the following Employee Classifications for compensation and benefit purposes only. Management will inform you of your classification, status, and responsibilities at the time of hire, rehire, promotion, or at any time a change in status occurs. **These classifications do not alter your at-will employment status**.

- <u>Regular Full-Time Employee</u>: An employee who is scheduled to work no less than 100% of the scheduled work hours in a work week on a fixed work schedule (not less than 40 hours). The employee will be exempt or non-exempt and is eligible for all employment benefits offered by MCWIC.
- <u>Part-Time Employee</u>: An employee who is generally scheduled to work less than 40 hours in a work week. Simply because a part-time employee works more than 40 hours does not make the employee full-time. Full-time designation will be made by MCWIC and will be made in writing. The employee may or may not be eligible for all employment benefits offered by MCWIC.
- <u>Temporary Program Employee:</u> An employee who is scheduled to work for a specific period of time, with a specific start and end date determined upon hire. The employee is not eligible for employer paid benefits except for mandated sick leave as outlined by the California Paid Sick Leave Law.

**Individuals hired on 1/1/2013 by the MCWIC, who were previously employed by the MCSOS, will retain their eligibility for health and retirement plan benefits.

DEFINITIONS

- <u>Exempt</u>: An employee whose position meets specific tests established by the Fair Labor Standards Act (FLSA) and applicable state law and who are exempt from overtime pay requirements. The basic premise of exempt status is that the exempt employee is to work the hours required to meet his/her work responsibilities. This includes the Executive Director and other designated management/administrative staff.
- <u>Non-exempt</u>: An employee whose position does not meet FLSA and state exemption tests and who are paid a multiple of their regular rate of pay for overtime hours worked. Unless notified otherwise in writing by management, all employees of MCWIC, with the exception of designated management and supervisory staff, are non-exempt.

PERSONNEL RECORDS

MCWIC will maintain various employment files while you remain an employee of MCWIC. Examples of these files are: your personnel file, your attendance file, and your I-9 file. If you should have any changes with respect to personal information, such as a change in your home address and telephone number or a change of name, you are required to notify your supervisor so the appropriate changes can be made in your files.

Your files have restricted access. You and management, or its designated agents, may have access. In the event that you wish to review or copy your personnel file, you (or your authorized designee) must submit the request in writing to your supervisor. A form will be provided for this purpose. You will receive a response to your request within a reasonable time. The response will include the time, date, and location that the inspection will occur or the copies be provided, no later than 30 calendar days from the date of employee's written request. If you have not requested a copy of your personnel file, you may review your personnel file at the administrative office location. If the location is not your regularly assigned work location, there will be no loss of wages for the time needed to travel to the designated location.

EMPLOYEE REFERENCES

MCWIC restricts the information provided to people outside MCWIC about current and former employees. This information is restricted to the employment dates and positions held in MCWIC for that person. This is done to protect MCWIC and its employees. This information will only be released by authorized management.

JOB VACANCIES

MCWIC will make every effort to promote qualified individuals from within rather than to select persons from outside MCWIC to fill vacancies in established positions or to fill newly created positions. When job openings occur, MCWIC will, at its discretion, post such openings internally in order to provide MCWIC employees the opportunity to submit an application.

TRANSFERS

Management reserves its right to place you wherever and in whatever jobs it deems necessary. All job transfers, job changes, reassignments, promotions, or lateral transfers are at the sole discretion of MCWIC.

EMPLOYMENT OF RELATIVES

MCWIC does not have a general prohibition against hiring relatives. However, a few restrictions have been established to help prevent potential problems with safety, security, supervision, and morale.

While MCWIC will accept and consider applications for employment from relatives, close family members such as parents, grandparents, children, spouses, brothers and sisters, or in-laws, generally will not be hired into positions where they have access to sensitive information regarding a close family member, would be supervised by a close family member, or where there is an actual or apparent conflict of interest.

CONDUCT AND BEHAVIOR

GENERAL GUIDELINES

Orderly and efficient operation of MCWIC requires that employees maintain proper standards of conduct and observe certain procedures. These guidelines are provided for informational purposes only and are not intended to be all-inclusive. Nothing herein is intended or shall be construed to change or replace, in any manner, the "at-will" employment relationship between MCWIC and you. MCWIC views the following as inappropriate behavior which could result in disciplinary action:

- (1) Negligence, carelessness or inconsiderate treatment of MCWIC clients or employees and/or their matters/files.
- (2) Theft, misappropriation, or unauthorized possession or use of property, documents, records, or funds belonging to MCWIC, or any client or employee; removal of same from MCWIC premises without authorization.
- (3) Divulging confidential information, of any kind, to any unauthorized person(s) or without an official need to know.
- (4) Obtaining unauthorized confidential information pertaining to clients or employees.
- (5) Changing or falsifying client records, MCWIC records, personnel or pay records, including time sheets without authorization.
- (6) Willfully or carelessly damaging, defacing or mishandling property of a client, MCWIC, or other employees.
- (7) Taking or giving bribes of any nature, or anything of value, as an inducement to obtain special treatment, to provide confidential information or to obtain a position. Acceptance of any gratuities or gifts must be reported to Management.
- (8) Entering MCWIC premises without authorization.
- (9) Willfully or carelessly violating security, safety, or fire prevention equipment or regulations.
- (10) Unauthorized use of a personal vehicle for MCWIC business.
- (11) Rude, discourteous, or unbusiness-like behavior; creating a disturbance on MCWIC premises or creating discord with clients or fellow employees; use of abusive language.
- (12) Insubordination or refusing to follow instructions of the immediate supervisor; refusal or unwillingness to accept a job assignment or to perform job requirements.
- (13) Failure to observe scheduled work hours, failure to contact a supervisor in the event of illness or any absence within thirty (30) minutes of the scheduled start of work; failure to report to work when scheduled; unauthorized use of sick leave or any other leave of absence.

- (14) Leaving the office during scheduled work hours without permission; unauthorized absence from assigned work area during regularly scheduled work hours.
- (15) Sleeping or loitering during regular working hours.
- (16) Recording time for another employee or having time recorded to or by another employee.
- (17) Use or possession of intoxicating beverages or illegal use or possession of narcotics or drugs, on MCWIC premises during working hours or reporting to work under the influence of intoxicants or drugs so as to interfere with job performance.
- (18) Unauthorized possession of a weapon on MCWIC premises.
- (19) Gambling on MCWIC premises.
- (20) Soliciting, collecting money, vending, and posting or distributing bills or pamphlets on MCWIC property. These activities are closely controlled in order to prevent disruption of MCWIC services and to avoid unauthorized implication of MCWIC sponsorship or approval. However, this general rule is not intended to hinder or in any way curtail the rights of free speech or free expression of ideas. Therefore, such activity by employees during non-working time, including meal and rest periods, is not restricted so long as such activity does not interfere with the orderly and regular conduct of MCWIC business, is lawful, in good taste, conducted in an orderly manner, and does not create safety hazards or violate general good housekeeping practices. Any person who is not an employee of MCWIC is prohibited from any and all forms of solicitation, collecting money, vending, and posting or distributing bills or pamphlets on MCWIC property at all times. However, nothing in this subsection 20 shall be construed to limit concerted activity in contravention of state or federal law.
- (21) Falsification of one's employment application, medical or employment history.
- (22) Unlawful or unbusiness-like conduct, on or off MCWIC premises, which adversely affects MCWIC services, property, reputation or goodwill in the community, or interferes with work.

ANTI-HARASSMENT POLICY

MCWIC is committed to providing a work environment that is free of harassment, discrimination, retaliation, and disrespectful or unprofessional conduct based on sex (including pregnancy, childbirth, breastfeeding or related medical conditions), race, religion (including religious dress and grooming practices), color, gender (including gender identity and gender expression), national origin (including language use restrictions and possession of a driver's license issued under California Vehicle Code section 12801.9), ancestry, physical or mental disability, medical condition, genetic information, marital status, registered domestic partner status, age, sexual orientation, military and veteran status or any other basis protected by federal, state or local law or ordinance or regulation. MCWIC is committed to complying with all aspects of the Fair Employment and Housing Act (FEHA). To find out more about the requirements of the FEHA, visit this website: <u>http://www.dfeh.ca.gov/Publications_FEHADescr.htm</u>.

MCWIC prohibits discrimination, harassment, disrespectful or unprofessional conduct based on a perception that someone has any of the above characteristics or is associated with a person who has or is perceived as having any of the above characteristics.

Additionally, MCWIC prohibits retaliation against individuals who raise complaints of discrimination or harassment or who participate in workplace investigations.

All such conduct violates MCWIC policy.

HARASSMENT PREVENTION

MCWIC's anti-harassment policy applies to all employees of MCWIC. MCWIC prohibits harassment, disrespectful or unprofessional conduct by any employee of the Company, including supervisors, managers and co-workers. MCWIC's anti-harassment policy also applies to vendors, customers, independent contractors, unpaid interns, volunteers, persons providing services pursuant to a contract, and other persons with whom MCWIC employees come into contact while working.

Prohibited harassment, discrimination, retaliation, and disrespectful or unprofessional conduct includes, but is not limited to, the following behavior:

- Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations, comments, posts, or messages;
- Visual displays such as derogatory and/or sexually oriented posters, photography, cartoons, drawings, or gestures;
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement, or interfering with work because of sex, race, or any other protected basis;
- Threats and demands to submit to sexual requests or sexual advances as a condition of continued employment, or to avoid some other loss and offers of employment benefits in return for sexual favors;
- Retaliation for reporting or threatening to report harassment; and
- Communication via electronic media of any type that includes any conduct that is prohibited by state and/or federal law or by MCWIC policy.
- •

Sexual harassment does not need to be motivated by sexual desire to be unlawful or to violate this policy. For example, hostile acts toward an employee because of his/her gender can amount to sexual harassment, regardless of whether the treatment is motivated by sexual desire.

Prohibited harassment is not just sexual harassment, but harassment based on any protected category.

NON-DISCRIMINATION

MCWIC is committed to compliance with all applicable laws providing equal employment opportunities including WIOA Section 188. In furtherance of compliance with Section 188, all MCWIC employees will receive and be required to acknowledge receipt of the notice entitled Equal Opportunity is the Law. This commitment applies to all persons involved in MCWIC operations. MCWIC prohibits unlawful discrimination against any job applicant, employee, or unpaid intern by any employee of MCWIC, including supervisors and coworkers.

Pay discrimination between employees of the opposite sex performing substantially similar work, as defined by the California Fair Pay Act and federal law, is prohibited. MCWIC does not ask for previous salary history during the application and interview process during recruitment for any positions. Pay differentials may be valid in certain situations defined by law. Employees will not be retaliated against for inquiring about or discussing wages. However, MCWIC is not obligated to disclose the wages of other employees.

ANTI-RETALIATION

Whistleblowers are protected by the public policy of the State of California to encourage

employees to notify an appropriate government or law enforcement agency, person with authority over the employee, or another employee with authority to investigate, discover, or correct the violation or noncompliance, and to provide information to and testify before a public body conducting an investigation, hearing or inquiry, when they have reason to believe their employer is violating a state or federal statue, or violating or not complying with a local , state of federal rule or regulation. MCWIC refers all employees to its required posting, pursuant to Labor Code section 1102.8, regarding Whistleblowers' protections. This posting is located with all other required postings in the copy room and employee breakroom.

COMPLAINT PROCESS

If you believe that you have been the subject of harassment, discrimination, retaliation or other prohibited conduct, or believe you have observed such prohibited conduct against another employee, bring your complaint to your supervisor or to any other MCWIC supervisor, the designated Equal Employment Opportunity officer, or the MCWIC Executive Director, as soon as possible after the incident. You can bring your complaint to any of these individuals. If you need assistance with your complaint, or if you prefer to make a complaint in person, contact any of the MCWIC employees listed above. Please provide all known details of the incident or incidents, names of individuals involved and names of any witnesses. It would be best to communicate your complaint in writing, but it is not mandatory that you do so.

MCWIC encourages all individuals to report any incidents of harassment, discrimination, retaliation, or other prohibited conduct forbidden by this policy immediately so that complaints can be quickly and fairly resolved.

You also should be aware that the Federal Equal Employment Opportunity Commission and the California Department of Fair Employment and Housing investigate and prosecute complaints of prohibited harassment, discrimination, and retaliation in employment. If you think you have been harassed or discriminated against or that you have been retaliated against for resisting, complaining, or participating in an investigation, you may file a complaint with the appropriate agency. The nearest office can be found by visiting the agency websites at <u>www.dfeh.ca.gov</u> and <u>www.eeoc.gov</u>.

Supervisors must refer all complaints involving harassment, discrimination, retaliation, or other prohibited conduct to the Executive Director of MCWIC so MCWIC can try to resolve the complaint.

When MCWIC receives allegations of misconduct, it will immediately undertake a fair, timely, thorough, and objective investigation of the allegations in accordance with all legal requirements. MCWIC will reach reasonable conclusions based on the evidence collected.

MCWIC will maintain confidentiality to the extent possible. However, MCWIC cannot promise complete confidentiality. MCWIC's duty to investigate and take corrective action may require the disclosure of information to individuals with a need to know.

Complaints will be:

- Responded to in a timely manner
- Kept confidential to the extent possible
- Investigated impartially by qualified personnel in a timely manner
- Documented and tracked for reasonable progress
- Given appropriate options for remedial action and resolution

• Closed in a timely manner

If MCWIC determines that harassment, discrimination, retaliation or other prohibited conduct has occurred, appropriate and effective corrective and remedial action will be taken in accordance with the circumstances involved. MCWIC also will take appropriate action to deter future misconduct.

Any employee determined by MCWIC to be responsible for harassment, discrimination, retaliation, or other prohibited conduct will be subject to appropriate disciplinary action, up to, and including termination. Certain employees can be held personally liable for unlawful misconduct.

COMPENSATION

PAY PERIODS

The standard workweek for MCWIC will begin at 12:01 a.m. Sunday and end at midnight the following Saturday.

The designated pay period for all employees is semi-monthly. Generally, the first pay period extends from the first day of the month through the fifteenth day of the month. The second pay period of the month generally extends from the sixteenth of the month through the end of the month.

Paychecks are distributed on the 20th day of the month, for the first pay period, and on the 5th day of the following month, for the second pay period. Except as otherwise provided, if any date of paycheck distribution falls on a Saturday, Sunday or holiday, you will be paid on the preceding scheduled workday.

If you have questions about your paycheck, or notice an error in your pay, please notify your supervisor and the Controller immediately. Every effort will be made to answer all questions and resolve any errors in pay as soon as possible, and not later than the next regular payroll cycle.

PAY ADJUSTMENTS

All pay increases are at the sole discretion of MCWIC but are generally based upon performance and funding factors. There may be one-time cost of living allowances based on available funding and these one-time allowances do not increase the base salary. There are not automatic annual cost of living salary adjustments or allowances to reflect current economic conditions.

Your pay also may be adjusted downward. Salary decreases are at the sole discretion of MCWIC but are generally considered in situations such as job restructuring, job duty changes, job transfers, or adverse business economic conditions.

**Individuals hired on 1/1/2013 by the MCWIC, who were previously employed by the MCSOS, will retain their eligibility for step and longevity pay increases consistent with MCSOS policies based on their original date of hire by MCSOS.

OVERTIME

MCWIC complies with all applicable federal and state laws with regard to payment for 2276462v1/17727.0002

overtime work.

Any overtime you work must be authorized by management, in advance. Working unauthorized overtime is not acceptable work performance, subject to disciplinary action, up to and including dismissal. Overtime must be reflected on employee time sheets and accompanied by an Overtime Request.

PERFORMANCE EVALUATION

You will receive an appraisal of your job performance within the first six (6) months of employment and annually thereafter on or around the anniversary date of hire. This evaluation will be written. Evaluations may occur at any time if deemed necessary due to performance issues, changes in assignment, classification, etc.

If in this appraisal you are given an evaluation sheet or other written document, you will be required to sign it. Your signature does not necessarily indicate that you agree with all the comments, but merely that you have had the opportunity to examine the evaluation and fully discuss the contents of it with your supervisor. The completed and signed evaluation form will be placed in your personnel file. You will receive a copy of the performance evaluation, and will have the opportunity to submit additional documents or information for inclusion in your personnel file.

Because pay increases are based in part on performance, the performance evaluation is an important element in the review. In addition to the annual performance review, performance coaching sessions may be conducted from time to time. Employees are encouraged to ask questions and/or seek assistance if they have any concerns at any time during their employment.

CORRECTIVE ACTION

A high level of job performance is expected of you. In the event that your job performance does not meet the standards established for your position, you should seek assistance from your supervisor to attain an acceptable level of performance. If you fail to respond to or fail to make positive efforts toward improvement, corrective action may ensue, including termination of employment.

It is the policy of MCWIC to regard discipline as an instrument for developing total job performance rather than as punishment. Corrective action is one tool MCWIC may select to enhance job performance. Corrective action may be in the form of a written or oral reprimand, notice(s) of inadequate job performance which could include a Personnel Improvement Plan, suspension, discharge or in any combination of the above, if MCWIC so elects. MCWIC reserves its prerogative to discipline, and the manner and form of discipline, at its sole discretion.

If you violate established MCWIC procedures, guidelines, or exhibit behavior that violates commonly accepted standards of honesty and integrity or creates an appearance of impropriety, MCWIC may elect to administer disciplinary action.

PERFORMANCE AND SALARY POLICY

The performance appraisal provides a means for discussing, planning and reviewing the performance of each employee. Regular performance appraisals:

- Help employees clearly define and understand their responsibilities, provide criteria by which their performance will be evaluated and suggest ways in which they can improve performance.
- Identify employees with potential for advancement within MCWIC.
- Help managers distribute and achieve departmental goals.
- Provide a fair basis for awarding compensation based on performance.

Performance appraisals influence salaries, promotions and transfers, so it is critical that supervisors be objective in conducting performance reviews and in assigning overall performance ratings.

PROCEDURE:

• Performance Review Schedule

Performance appraisals are conducted on an annual cycle. Employees will receive a performance review annually based on their established anniversary date each year. Performance increases are not guaranteed and are based upon organization performance and financials. When provided, a performance increase may accompany a performance review if the employee's performance and salary level so warrant, budget permits and at the discretion of MCWIC.

• Performance Reviews-Salary Increases

Each MCWIC supervisor is responsible for the timely and equitable assessment of the performance and contribution of his/her employees. A performance review does not always result in a salary increase. The employee's overall performance and salary level relative to his/her position responsibilities must be evaluated to determine if a salary increase is warranted and budget allows.

Responsibility •

> The performance evaluation will be discussed and signed both by the employee and the supervisor to ensure that all strengths, areas for improvement and job goals for the next review period are clearly communicated. Salary increases must be supported by a performance appraisal for salary change processing. The supervisor will not discuss any proposed action with the employee until all written approvals are obtained.

> The Executive Director and Controller will review all salary increase/adjustment requests to determine fiscal feasibility and ensure compliance with MCWIC's performance increase policy and that they fall within the provided guidelines.

PROMOTIONS

MCWIC is interested in providing maximum opportunity for your advancement within MCWIC if advancement opportunities are available. Accordingly, present employees of MCWIC may be considered for promotions before any new employees are hired to fill vacancies that may arise. Notwithstanding the foregoing, MCWIC retains sole discretion to determine the factors to be applied in any promotion decision, and the relative weight of the factors.

**Individuals hired on 1/1/2013 by the MCWIC, who were previously employed by the MCSOS, will retain their eligibility for step and longevity pay increases consistent with MCSOS policies based on their original date of hire by MCSOS.

DEMOTION

Demotion is a reduction in responsibility usually accompanied by a reduction in salary. Demotions are based on performance evaluations or the needs of MCWIC as determined by 2276462v1 / 17727.0002 18

MCWIC.

WORK ASSIGNMENTS

From time to time, you may be required to perform duties or tasks of a fellow employee who is absent or for a position that is temporarily vacant. Work assignments may also occur at satellite offices or other locations where work is being performed.

MILEAGE REIMBURSEMENT

With prior approval from a supervisor, MCWIC will reimburse employees at the business standard mileage rate per IRS requirements for miles traveled by the employee in the employee's car while traveling to and returning from work related activities. Mileage reimbursement requests are to be submitted by the fifth day of the following month the mileage was traveled.

TRAVEL POLICY

All MCWIC travel arrangements will be made by authorized personnel only. MCWIC travel shall be properly authorized, reported, and reimbursed; under no circumstances shall expenses for personal travel be charged to, or be temporarily funded by, MCWIC. It is the employee's responsibility to report his or her actual travel expenses in a responsible and ethical manner, in accordance with the regulations set forth in the Policy. Any exceptions to the Policy must be submitted to the supervisor, as defined in the Policy, for approval.

Approval of Travel

Employees may not approve the reimbursement of their own travel expenses. All travel expenses must be approved by your supervisor.

Payment of Travel Expenses

Payments of all travel will be done through normal requisition and purchase order process. Certain prepaid expenses such as transportation tickets and conference fees may be billed directly to MCWIC with approval.

Transportation Expenses

Transportation expenses shall be reimbursed based on the most economical mode of transportation and the most commonly traveled route consistent with the authorized purpose of the trip.

Transportation tickets should be procured in advance in order to obtain any discounts offered by the carrier or negotiated by MCWIC. Such tickets shall be purchased by authorized personnel only from the MCWIC contracted travel agency or on-line resource, whichever is most cost effective.

Mileage Expenses

Mileage shall ordinarily be computed between the employee's primary work location and the destination. Expenses for travel between the employee's residence and primary work location (commuting expense) shall not be allowed. If using a personal vehicle, with prior approval from a

supervisor, only the driver may claim mileage reimbursement. Passengers are not allowed to claim reimbursement.

Air Travel

Coach class or any discounted class airfare shall be used in the interest of economy.

Automobile Travel

• Private Vehicles

Employees may use their private vehicle for business purposes if it is less expensive than renting a car or using alternative transportation. Use of private vehicle must be approved in advance by supervisor. Employees are required to have appropriate insurance coverage, as required by the State of CA, on their vehicles to be used for business purposes.

• Mileage Reimbursement Rate

The standard mileage reimbursement rate increases or decreases in accordance to the IRS regulations, which takes into account all actual automobile expenses such as fuel and lubrication, towing charges, repairs, replacements, tires, depreciation, insurance, etc. Under IRS regulations, employees who claim this rate are not required to substantiate the actual costs of operating the vehicle.

• Surface Transportation Used in Lieu of Air Travel

If advance approval has been obtained, a traveler may use surface transportation for personal reasons even though air travel is the appropriate mode of transportation. The cost of meals and lodging, parking, mileage, tolls, taxis, and ferries incurred while in transit by surface transportation may be reimbursed.

Rental Cars

A vehicle may be rented when renting would be more advantageous to MCWIC than other means of commercial transportation, such as using a taxi. Advance reservations should be made whenever possible and a compact or economy model requested. MCWIC is responsible for obtaining the best available rate commensurate with the requirements of the trip. The discount negotiated with car rental agencies by MCWIC should be requested when available.

Travel Advances

Advances for travel costs may be authorized for specific situations that might cause undue financial hardship for business employees. These situations require the supervisor's approval and are limited to staff traveling on behalf of MCWIC.

Conference Registration Fees

Conference registration fees can be prepaid with a check with approval from the supervisor. Business related banquets or meals that are considered part of the conference can be paid with the registration fees; however, such meals must be deducted from the employee's per diem allowance.

Per Diem Reimbursement

The cost of meals during travel will be reimbursed based on the federal GSA reimbursement rates, located at https://www.gsa.gov/travel/plan-book/per-diem-rates. The Travel Reimbursement Claim form will be updated accordingly as the listed rates change.

When a trip begins at 7:00 a.m. or later and ends at 6:00 p.m. or earlier only lunch will be allowed.

Miscellaneous Expenses

Employees shall be reimbursed for the actual costs for authorized miscellaneous expenses such as parking, taxi, baggage fees, internet/phone costs, etc. Receipts must be provided.

All requests for reimbursement for travel or other approved work-related expenses must be submitted within 90 days of the expense in order to be reimbursed.

ADVANCES AND LOANS

MCWIC does not give salary advances or loans to its employees.

BENEFITS

HOLIDAYS

Regular full-time employees are entitled to the following paid holidays observed by MCWIC:

Independence Day Holiday Labor Day Holiday Veterans Day Holiday Thanksgiving Holiday Christmas Holiday New Year's Holiday Martin Luther King Day Holiday Presidents Day Holiday Memorial Holiday Juneteenth Holiday Floating Holiday (Employee's Birthday or other day so long as scheduled with supervisor)

Other days or parts of days may be designated as holidays with pay in MCWIC's sole discretion. Employees are provided with a floating holiday wherein they may take their actual birthday off with pay or a day within the month of their birthday and must give proper notice, and receive prior approval, from their supervisor. This day must be used within the birthday month and may not be transferred to another month. An employee still on the Introductory Period is eligible for floating birthday holiday. No holiday pay will be paid to an employee who is on an unpaid status, or on any leave of absence. If a holiday falls on a Sunday, the holiday will be observed on 2276462v1 / 17727.0002

the following Monday. If the holiday falls on a Saturday, the holiday will be observed on the preceding Friday. An annual calendar reflecting actual days will be provided each year.

NON-PAID DAYS

Other days or parts of days may be designated as closure days without pay. These days will be included in the annual calendar of days off.

VACATION

All full-time regular exempt or non-exempt employees will accrue paid vacations according to the following schedule.

Employment Years	Vacation Earned
Years One through Two	8 hours per month
Years Three through Five	10 hours per month
Years Six through Ten	12 hours per month
Years Eleven and above	14 hours per month

Employees may use accrued vacation after successful completion of their six (6) month introductory period.

Vacations provide a break beneficial to both MCWIC and the employee. Therefore employees are encouraged to take vacations annually. Vacation time no longer accrues once that employee's accrual reaches 200 hours. When that point is reached the employee must take vacation to begin accruing again.

Employees are not paid wages in lieu of unused vacation time. All accrued vacation not taken at the time an employee leaves employment will be paid upon departure.

Vacations need to be scheduled with the appropriate supervisor with sufficient notice so as to not disrupt the workplace.

Employees will be required to use any vacation leave on the books prior to any unpaid requests. Vacation accruals may not be used to supplement any time for being tardy. Sick leave may not be used in lieu of vacation time, and cannot be used to extend or augment vacation leave requests.

Employees will not accrue vacation for any pay period they do not work and do not receive a payroll check.

**Individuals hired on 1/1/2013 by the MCWIC, who were previously employed by the MCSOS, will begin to accrue vacation as of 1/1/2013 at the rate of accrual based on their date of initial hire with MCSOS.

***Individuals hired on 1/1/2013 by the MCWIC, who were previously employed by the MCSOS, and were part-time on that date or became part-time after that date, will continue to accrue vacation leave but on a pro-rated basis.

Regular Full-Time Employee Accrual Rate

Sick leave for regular full-time employees is earned at a rate of 4 hours per pay period. All full-time regular employees are eligible to receive a maximum of twelve (12) days of paid sick leave per calendar year. Sick leave accrual does not have a cap and may be carried over from year to year. Sick leave is not paid out upon departure from MCWIC.

New regular full-time employees may use accrued sick leave at any time after it has been accrued.

Part-time Employee Sick Leave Accrual Rate

Sick leave for part-time employees is earned based on a pro-rated calculation of the rate earned by regular full-time employees. For example, a part-time employee working 20 hours per week would accrue 50% of the sick leave accrual of an employee who works 40 hours per week. In no event will the sick leave accrual be less than the statutory requirement of 1 hour of leave for each 30 hours worked. To qualify for sick leave, all part-time employees must work for MCWIC for at least thirty (30) days within a year. Sick leave accrual does not have a cap and may be carried over from year to year. Sick leave is not paid out upon departure from MCWIC.

New part-time employees may use accrued sick leave at any time after it has been accrued.

Temporary Employee Sick Leave

Sick leave for temporary employees is earned based on the California Paid Sick Leave Law. An employee who works for 30 or more days within a year from the beginning of employment is entitled to accrue paid sick leave. Sick leave is earned at one hour of paid leave for every 30 hours worked. Sick leave is to be paid at the employee's current rate of pay. Sick leave is not paid out upon departure from MCWIC.

Use of Sick Leave

You can take paid sick leave for yourself or a family member, for preventive care or diagnosis, care or treatment of an existing health condition, <u>death of an immediate family member</u> (see Bereavement Leave) or for specified purposes if you are a victim of domestic violence, sexual assault or stalking. Family members include the employee's parent, child, spouse, registered domestic partner, grandparent, grandchild, and sibling. Preventive care includes annual physicals or flu shots.

You may decide how much paid sick leave you want to use in a given circumstance (for example, whether you want to take an entire day or only part of a day). Notwithstanding the foregoing, MCWIC can require you to take a minimum of at least two (2) hours of paid sick leave at a time.

If the need for paid sick leave is foreseeable, employees must provide advance oral or written notification to their supervisor. If the need for paid sick leave is not foreseeable, employees must provide notice to their supervisor as soon as practicable. On the third day of consecutive absence, you will be required to submit, in writing, documentation from a physician for your continued sick leave and the estimated date of return.

If your absence extends beyond your period of accrued sick leave, you may submit a request for a leave of absence. Before your return to work, a written statement from your physician will be required stating your ability to return to your regular duties with or without

accommodations.

Employees will be required to use any sick/vacation leave on the books prior to any unpaid requests.

Employees will not accrue sick leave for any pay period they do not work and do not receive a payroll check. For previous MCSOS employees, this is effective July 1, 2013 when they begin to accrue sick leave each pay period rather than receiving a lump sum of sick leave at the beginning of each year.

**Individuals hired on 1/1/2013 by the MCWIC, who were previously employed by the MCSOS, will begin to accrue sick leave on 7/1/2013 since 96 hours of sick leave was credited to them on 7/1/2012.

***Individuals hired on 1/1/2013 by the MCWIC, who were previously employed by the MCSOS, and were part-time on that date or became part-time after that date, will continue to accrue sick leave but on a pro-rated basis.

California State Disability Insurance

MCWIC and its employees contribute to the California State Disability Insurance Program. State Disability Insurance provides a partial wage replacement to eligible California workers who are unable to work due to a non-work related illness, injury, or pregnancy. If an employee experiences a non-work related illness or injury that is anticipated to result in an inability to work for more than eight days, the employee may wish to explore their eligibility for State Disability Insurance benefits. Information regarding this program is available from your supervisor or on the Employment Development Department website at: www.edd.ca.gov/disability.

CALIFORNIA FAMILY AND MEDICAL LEAVE

Provided an employee has worked more than 12 months with MCWIC, and has provided at least 1,250 hours of service within the last 12-month period, the employee is eligible for a leave of absence under this policy. An eligible employee may take an unpaid leave pursuant to the California Family Rights Act ("CFRA Leave") due to:

- The birth of a child of the employee or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee;
- To care for a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner who has a serious health condition;
- Because of an employee's own serious health condition that makes the employee unable to perform the functions of the position of that employee, except for leave taken for disability on account of pregnancy, childbirth, or related medical conditions; and
- Because of a qualifying exigency related to the covered active duty or call to covered active duty of an employee's spouse, domestic partner, child, or parent in the Armed Forces of the United States (as specified in Section 3302.2 of the Unemployment Insurance Code).

When approving CFRA Leave, MCWIC will guarantee employment in the same or a comparable position upon the termination of the leave. During CFRA Leave, the employee will retain employment status. CFRA Leave is not a break in service for any purpose.

CFRA Leave is separate and distinct from Pregnancy Disability Leave (leave taken for disability on account of pregnancy, childbirth, or related medical conditions.) In addition to CFRA Leave, an employee is entitled to Pregnancy Disability Leave, if the employee is otherwise qualified for that leave.

Vacation and Sick Leave

The employee may elect, or the company may require the employee, to substitute the employee's accrued vacation leave or other accrued time off during the CFRA Leave. The employee may also elect to take Paid Sick Leave (PSL). All time off will count toward the employee's maximum CFRA Leave total.

Continuation of Benefits

During the employee's absence for CFRA Leave, MCWIC will maintain coverage under its group health plans for the duration of the leave, not to exceed 12 workweeks in a 12-month period, at the same level and under the same conditions that coverage would have been provided if the employee were working. MCWIC may require the employee to pay premiums, at the group rate.

If the employee fails to return from CFRA Leave after the period of leave has expired and the employee's failure to return is for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to CFRA Leave or other circumstances beyond the control of the employee, MCWIC may recover the premium that it paid as required for maintaining coverage under the group health plans.

An employee taking CFRA Leave is entitled to participate in health plans for any period when MCWIC does not provide coverage (such as beyond the 12-week period); and other employee welfare benefit plans including life insurance, short-term or long-term disability, accident insurance; and retirement plans and supplemental unemployment benefit plans *on the same conditions and terms as an employee on an unpaid leave for any purpose*. The employee will be required to pay premiums, at the group rate, as a condition of continued coverage.

The nonpayment of premiums by an employee does not constitute a break in service.

To the extent it is consistent with the plan terms for any retirement plan or pension, MCWIC will not make plan payments for an employee during the CFRA Leave, and the CFRA Leave will not be counted for purposes of time accrued under the plan. An employee covered by a pension plan may continue to make contributions in accordance with the terms of the plan during a CFRA Leave.

<u>Notice</u>

An employee must provide reasonable advance notice of the need for CFRA Leave if it is foreseeable. If the employee's need for CFRA Leave is foreseeable due to a planned medical treatment or supervision, the employee must make a reasonable effort to schedule the treatment or supervision to avoid disruption to our operations, subject to the approval of the health care provider of the individual requiring the treatment or supervision.

Certification

MCWIC may require that an employee's request for leave to care for a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner who has a serious health condition be supported by a certification issued by the health care provider of the individual requiring care. Certification should include all of the following information:

- The date on which the serious health condition commenced;
- The probable duration of the condition;
- An estimate of the amount of time that the health care provider believes the employee needs to care for the individual: and
- A statement that the serious health condition warrants the participation of a family member to provide care during a period of the treatment or supervision.

If the estimate of time for the employee to care for the individual expires, we will require the employee to obtain recertification if additional CFRA Leave is required.

MCWIC will require that an employee's request for leave because of the employee's own serious health condition be supported by a certification issued by the employee's health care provider. Certification should include:

- The date on which the serious health condition commenced;
- The probable duration of the condition; and
- A statement that, due to the serious health condition, the employee is unable to perform the function of the employee's position.

MCWIC will require that the employee obtain recertification regarding the employee's serious health condition if additional CFRA Leave is required.

If MCWIC has reason to doubt the validity of the certification provided by the employee due to the employee's own serious health condition, MCWIC will require, at the company's expense, that the employee obtain the opinion of a second health care provider, designated by the company. If the second opinion differs from the opinion in the original certification, we may require, at our expense, that the employee obtain the opinion of a third health care provider, approved jointly by the company and the employee. The opinion of the third health care provider shall be considered final and binding.

Return to Work

Consistent with standard practice, we will request, as a condition of a return from CFRA Leave taken due to the employee's own serious health condition, certification from the employee's health care provider that the employee is able to resume work.

PAID FAMILY LEAVE (PFL)

Employees are eligible for extended disability compensation if they must take time off work to care for a seriously ill child, spouse, parent, domestic partner, to bond with a new child or a child in connection with an adoption or foster care placement, parent-in-law, grandparent, grandchild or sibling.

PFL is administered by the Employment Development Department's (EDD) Disability Insurance Branch. The maximum claim benefit is six times the weekly benefit amount and no more than six (6) weeks of PFL benefits may be paid within any 12 month period.

PREGNANCY DISABILITY LEAVE

Employees disabled by pregnancy are entitled to up to four months of disability leave. Leave can be taken before or after birth during any period of time the employee is physically unable to work due to pregnancy or a pregnancy-related condition. All leave taken in connection with a specific pregnancy counts toward computing the four-month period. If possible, the 2276462v1 / 17727 0002 26

employee must provide MCWIC with at least 30 days advance notice of the date for which pregnancy disability leave is sought and the estimated duration of the leave. If advance notice is not possible due to a change in circumstance or medical emergency, the notice must be given as soon as practical.

If an employee is disabled as the result of a condition related to pregnancy and requests reasonable accommodation upon the advice of her health care provider, MCWIC will provide reasonable accommodation.

Health insurance coverage for employees who take leave for pregnancy will be provided for the same duration as that provided for other types of leave, and the employee will be reinstated to the same position. If the same position is not available, MCWIC will offer a comparable, substantially similar position upon the employee's return to work.

ORGAN/BONE MARROW DONATION LEAVE

California Labor Code Section 1510 requires that employees be provided leave for the purposes of organ and/or bone marrow donation. The law provides up to 30 days of paid leave for organ donation and up to 5 days of paid leave for bone marrow donation. Employees must request this leave as far in advance as is practical, and will be required to use any accrued leave available for the leave. This type of leave does not run concurrently with any available leave that might be available under FMLA/CFRA.

SCHOOL AND CHILD CARE ACTIVITIES LEAVE

California's Family School Partnership Act requires employers with 25 or more employees working at the same location to allow employees to take job protected time off to attend or participate in school and child care activities, enrollment, and emergencies. Employees who are the parents (or any person standing *in loco parentis*) of a child of kindergarten age through grade 12 with a licensed child care provider are eligible for this leave.

The covered employee may take up to 40 hours of total time off each year, and up to a maximum of 8 hours per month, of school/child care leave. The employee must provide reasonable advance notice of the leave request, and must provide documentation that the leave is for school or child care activities.

The 8 hour per month maximum does not apply in emergency situations, such as:

- The school or child care provider requests that the child be picked up, or has an attendance policy (excluding planned holidays) prohibiting the child from attending for requiring that the child be picked up;
- Behavior or discipline problems;
- Closure or unexpected unavailability of the school or child care provider, excluding planned holidays; or
- A natural disaster such as a fire, earthquake, or flood.

Employees will be required to use any available accrued leave time for school and child care activities leave. If no paid leave is available, the employee may take unpaid, job protected leave for purposes allowed under this Act, up to the maximums allowed by law.

TIME OFF FOR COURT

MCWIC is prohibited from discharging or in any manner discriminating or retaliating against an employee who is a victim, as defined, of specified offenses, as described, for taking time off from work, upon the victim's request, to appear in court to be heard at any proceeding, including any delinquency proceeding, involving a post-arrest release decision, plea, sentencing, post-conviction release decision, or any proceeding in which a right of the victim is at issue. MCWIC also extends those aforementioned protections, including, but not limited to, reinstatement and reimbursement, to an employee who is a victim of specified offenses for taking time off from work to appear at such a court proceedings.

MCWIC may not discharge or in any manner discriminate or retaliate against an employee who is a victim for taking time off from work, upon the victim's request, to appear in court to be heard at any proceeding for the following offenses:

- A. Vehicular manslaughter while intoxicated.
- B. Felony child abuse likely to produce great bodily harm or a death.
- C. Assault resulting in the death of a child under eight years of age.
- D. Felony domestic violence.
- E. Felony physical abuse of an elder or dependent adult.
- F. Felony stalking.
- G. Solicitation for murder.
- H. A serious felony, such as kidnapping, rape, or assault.
- I. Hit and run causing death or injury.
- J. Felony driving under the influence causing injury.

A proceeding includes any delinquency proceeding, involving a post-arrest release decision, plea, sentencing, post-conviction release decision or any proceeding in which a right of the victim is at issue.

CRIME VICTIMS LEAVE OF ABSENCE

Employees may take time off to attend judicial proceedings for a crime against the employee or an "immediate family member" of the employee. The leave is unpaid; however, employees are allowed to use accrued vacation, personal time off and compensatory time off for this purpose. The following offenses apply to this policy:

- A. Vehicular manslaughter while intoxicated.
- B. Felony child abuse likely to produce great bodily harm or a death.
- C. Assault resulting in the death of a child under eight years of age.
- D. Felony domestic violence.
- E. Felony physical abuse of an elder or dependent adult.
- F. Felony stalking.
- G. Solicitation for murder.
- H. A serious felony, such as kidnapping, rape, or assault.
- I. Hit and run causing death or injury.
- J. Felony driving under the influence causing injury.

LEAVE FOR VICTIMS OF DOMESTIC VIOLENCE, SEXUAL ASSAULT, OR STALKING

A victim of crime may take time off from work to obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety or welfare of the victim or his or her child. Information about leave available, and conditions of the use of leave for these purposes, will be provided both at time of hire and upon request at any time during employment with the organization. A victim includes:

- 1) a victim of stalking, domestic violence, or sexual assault;
- 2) a victim of a crime that caused physical injury or that caused mental injury and a threat of physical injury; and
- 3) a person whose immediate family member is deceased as the direct result of a crime.

A victim also includes a person who requires time off to:

- 4) seek medical attention for injuries caused by crime or abuse;
- 5) obtain services from a domestic violence shelter, program, rape crisis center, or victim services organization or agency as a result of the crime or abuse;
- 6) obtain psychological counseling or mental health services related to an experience of crime or abuse; or
- 7) participate in safety planning and take other actions to increase safety from future crime or abuse, including temporary or permanent relocation.

For purposes of this paragraph only, it also includes any person against whom any crime has been committed.

As a condition of taking time off under this policy the employee shall give MCWIC reasonable advance notice of the employee's intention to take time off, unless the advance notice is not feasible. When an unscheduled absence occurs, MCWIC will not take any action against the employee if the employee, within reasonable time after the absence, provides a certification to the employer.

Certification shall be sufficient in the form of any of the following:

- 1. A police report indicating that the employee was a victim of domestic violence, sexual assault or stalking.
- 2. A court order protecting or separating the employee from the perpetrator of an act of domestic violence, sexual assault or stalking, or other evidence from the court or prosecuting attorney that the employee has appeared in court.
- 3. Documentation from a medical professional, domestic violence advocate or advocate for victims of sexual assault, health care provider or counselor that the employee was undergoing treatment for physical or mental injuries or abuse resulting in victimization from an act of domestic violence, sexual assault or stalking.
- 4. An employee may use vacation, PTO, or comp time during time off.

Existing law prohibits an employer from taking adverse employment action against a victim of domestic violence or sexual assault who takes time off from work to attend to issues arising as a result of the domestic violence or sexual assault as long as the employee complies with certain conditions. It also provides protections to employees who are discharged, or discriminated or retaliated against. California Senate Bill 400 amended Labor Code Section 230 to extend the

above referenced protections to victims of stalking, and includes additional accommodations described below:

- 1. Extends specified existing protections for victims of domestic violence and sexual assault to also include victims of stalking.
- 2. Prohibits an employer from discharging, discriminating or retaliating against an employee because of the employee's known status as a victim of domestic violence, sexual assault, or stalking, if the victim provides notice to the employer of the status or if the employer has actual knowledge of the status.
- 3. Requires an employer to provide reasonable accommodations for a victim of domestic violence, sexual assault or stalking who requests an accommodation while at work.
- 4. Specifies that reasonable accommodations may include the implementation of safety measures, including a transfer, reassignment, modified schedule, changed work telephone, changed work station, installed lock, assistance in documenting domestic violence, sexual assault or stalking, an implemented safety procedure or another adjustment in job structure, as specified.
- 5. Specifies that an employer is not required to provide a reasonable accommodation to an employee who has not disclosed his/her status as a victim of domestic violence, sexual assault or stalking.
- 6. Provides that an employer shall engage in a timely, good faith, and interactive process with the employee to determine effective reasonable accommodations.
- 7. Specifies that these requirements do not require an employer to undertake an action that constitutes an undue hardship on the employer's business operations, as specified, including when an action would violate an employer's duty to furnish and maintain a place of employment that is safe and healthful.
- 8. Requires an employee requesting a reasonable accommodation, upon request of the employer, to provide a written statement by the employee or an individual acting on the employee's behalf, certifying that the accommodation is for an authorized purpose.
- 9. Authorizes an employer to also request certification demonstrating the employee's status as a victim of domestic violence, sexual assault, or stalking, as specified, and authorizes the employer to request recertification every six months.
- 10. Specifies that if circumstances change and an employee needs a new accommodation, the employee shall request a new accommodation from the employer.
- 11. Specifies that if an employee no longer needs an accommodation, the employee shall notify the employer that the accommodation is no longer needed.
- 12. Provides that an employer shall not retaliate against a victim of domestic violence, sexual assault, or stalking for requesting a reasonable accommodation, regardless of whether the request was granted.
- 13. Provides that an employee who is discharged or in any other manner discriminated or retaliated against is entitled to reinstatement and reimbursement for lost wages and work benefits caused by the acts of the employer, as well as appropriate equitable relief.
- 14. Provides that an employer who willfully refuses to rehire, promote or otherwise restore an employee or former employee who has been determined to be eligible for rehiring or promotion is guilty of a misdemeanor.

MEDICAL/DENTAL/VISION BENEFITS

All full-time regular employees are entitled to benefits under MCWIC's paid medical plan, as may be in effect. Any health insurance plan offered will be compliant with the requirements of the Affordable Care Act. MCWIC reserves the right to change or terminate medical plans or other benefits at any time, with required written notice as mandated by law.

New full-time employees joining MCWIC will be eligible for coverage on the first day of the month that occurs after the first thirty (30) days from the date of employment. New employees, with the permission of MCWIC, may elect not to be covered, provided the percentage of employees not covered is within the plan and they have other medical coverage elsewhere.

**Individuals hired on 1/1/2013 by the MCWIC, who were previously employed by the MCSOS, and are less than full-time will retain eligibility for medical benefits.

FLEXIBLE SPENDING ACCOUNTS (FSA)

MCWIC does not provide Flexible Spending Accounts for employees.

EMPLOYEE ASSISTANCE PROGRAM (EAP)

MCWIC offers an Employee Assistance Program through Halcyon at no cost to all fulltime regular employees. This valuable benefit offers confidential, professional assistance for problems of concern to employees and their immediate family members. Benefits through Halcyon EAP include, but are not limited to, the following:

- Short-Term Counseling: Employees and benefit- eligible family members may receive up to three (3) in-person sessions, every six (6) months with a licensed clinician to address issues such as marriage and family problems, substance abuse, stress, anxiety or other behavioral health concerns.
- **Legal Services**: Halcyon EAP provides free telephonic or (30-minute) face-to-face consultation with a local attorney.
- **Dependent Care Referral Services**: Halcyon EAP's knowledgeable specialists provide referrals to resources that help address a wide range of issues such as child or elder care, adoption, pet care, home repair, education and housing needs.
- **Financial Services**: Halcyon EAP provides expert financial planning and consultation through a network of licensed financial counselors.

In addition to in-person and telephonic services, a wide array of resources are available to employees on the Halcyon EAP website. Through this site, employees will have access to thousands of articles, tip sheets and videos covering a wide array of behavioral health and work-life topics. The site also contains dependent care search engines, reference libraries, legal and financial resources, self-improvement programs and educational training modules.

CONTINUATION OF BENEFITS

Under the federal Consolidated Omnibus Budget Reconciliation Act (COBRA), employees may be allowed to continue their health insurance benefits, at the employee's expense, for up to 18 months after either voluntary or involuntary termination, if the employer has 20 or more employees.

To qualify for COBRA continuation coverage, an employee must have a qualifying event that causes the employee to lose group health coverage. The following are qualifying events for:

Employees

- Voluntary or involuntary termination of employment for reasons other than gross misconduct
- Reduction in numbers of hours worked

Spouses [

- Loss of coverage by the employee because of one of the qualifying events listed above
- Covered employee becomes eligible for Medicare
- Divorce or legal separation of the covered employee
- Death of the covered employee

Dependent Children

- Loss of coverage because of any of the qualifying events listed for spouses
- Loss of status as a dependent child under the plan rules

RETIREMENT PLAN BENEFITS

All full-time non-exempt and exempt employees will be eligible to participate in a deferred compensation 457 retirement plan after successful completion of the six (6) month introductory period of employment. Employee has 30 days to enroll in the 457 from the date of eligibility. Employee contribution of minimum 3% will receive employer contribution of 6% and is based on salary excluding any stipends. If employee chooses to "opt-out" within first 30 days of enrollment, the employer contribution will be reduced to 2%. Employees may contribute additional monies beyond the 3% up to a maximum of combined contributions totaling \$19,000 per year and if over the age of 50 may contribute \$25,000 maximum per year. Employees may contribute additional monies beyond the 3%. Annual contribution limits may be found at https://www.irs.gov/retirement-plans/plan-participant-employee/retirement-topics-401k-andprofit-sharing-plan-contribution-limits. You may also contact your retirement specialist to obtain additional information on contribution limits and your plan.

*Employer contribution percentage is subject to change based on funding.

**Individuals hired on 1/1/2013 by the MCWIC, who were previously employed by the MCSOS, and are less than full-time will retain eligibility for retirement benefits.

***Individuals hired on 1/1/2013 by the MCWIC, who were previously employed by the MCSOS, will use their original hire date from MCSOS for the purposes of determining the vesting period.

LIFE INSURANCE BENEFIT

All full-time employees are eligible for a \$50,000 life insurance policy with a reduced policy payout starting at age 70. New employees are eligible for the life insurance policy 30 days after start of employment with MCWIC.

MILITARY LEAVE

Employees serving in the military will be provided with 30 days paid military leave per fiscal year. Unpaid leave must be requested and approved. Upon the approval of the Executive Director, a request will be considered to provide the pay difference between the military pay and the MCWIC pay if the military pay is less and the employee is on approved unpaid leave. If the $^{2276462v1/17727.0002}$ 32

employee is on an extended military leave of absence, you are entitled to be restored to your previously held position or similar position, if available, without loss of any rights, privileges or benefits provided you meet the requirements specified in the Uniformed Services Employment and Reemployment Rights Act (USERRA).

An employee who is a member of the reserve corps of the armed forces of the United States or of the National Guard or the Naval Militia will be granted temporary leave of absence without pay while engaged in military duty as required by state employment law. A letter from your commanding officer is required to establish the dates of duty.

Any employee working more than 20 hours per week who has a spouse serving the military is entitled to unpaid leave. The employee shall provide notice to the Executive Director of any such request for unpaid leave.

JURY SERVICE LEAVE

If you are summoned to report for jury duty, you will be granted up to 5 days of leave with pay. Anything beyond the 5 days the employee is permitted to use vacation or any accrued compensatory time. If the employee does not have accrued time, a leave of absence without pay will be approved when you notify and submit a copy of the original summons for jury duty to your supervisor. MCWIC reserves the right to request that you seek to be excused from or request postponement of jury service if the absence from work would create a hardship to MCWIC.

Any fees received for jury duty, including travel fees, are to be retained by you. You are to report to work on any day, or portion thereof, that is not actually spent in the performance of jury service. For each week of jury duty, a certificate of jury service shall be certified by the Court and filed with MCWIC no later than Wednesday of the following week.

WITNESS LEAVE

If you are requested to serve as a witness on behalf of MCWIC, you will be granted a witness leave at regular pay for such time as it is necessary to comply with the request. Paid witness leave shall not be granted to an employee subpoenaed as an expert witness, as a party in a case, or as a lay witness other than as delineated above.

VOTING LEAVE

If you cannot vote because of your scheduled work hours, you will be given up to two hours to vote in any state or federal election. The two hours shall be compensated at your regular rate of pay.

BEREAVEMENT LEAVE

A <u>fF</u>ull-<u>and part-</u>time employees with at least 30 days of employment with-of MCWIC may request a leave of absence with pay for a maximum of three (3) working days upon the death of a member of his or her immediate family. Employees may request for two (2) additional unpaid days for a total of five (5) days of bereavement. An employee may elect to use other available time off such as vacation or sick leave during their leave. The requested days do not have to be consecutive and must be used within a 3-month period. If traveling further than 350 miles, the employee may request a leave of absence with pay for a maximum of five (5) working days upon

the death of a member of his or her immediate family. Members of the immediate family are defined as: father, mother, spouse, <u>domestic partner</u>, child, sister, brother, grandmother, grandfather, <u>grandchild</u>, father-in-law, or mother-in-law. Proof of death may be required.

DISASTER/EMERGENCY LEAVE

MCWIC offers each employee 40 hours per year of Disaster/Emergency Leave. This leave does not carry-over from year to year, if not used, and is not paid-out to employees when leaving the organization. The 40 hours of leave will be placed into staff's accrual balances at the beginning of each fiscal year on July 1 and will be available for use from that date through the following June 30. Any unused leave balance at the end of each program year will be zeroed out, and the new balance of 40 hours for the new year will be made available.

The Disaster/Emergency Leave is only available for use when the office must be closed due to an emergency or disaster situation, as determined by the Executive Director. Examples of such situations may include, but are not limited to, power outages, water shut-offs, plumbing/sewer issues, severe storms or weather events, earthquakes, or flooding. Other circumstances may include bomb threats, other threats to employees or property, or situations where civil authorities recommend that work not begin or continue. This leave is not applicable to, and may not be used for, individual leave related to the 2020 COVID pandemic, as the Federal Families First Coronavirus Response Act legislation made additional leave types available to individuals specific to the pandemic.

HEALTH, SAFETY, AND SECURITY

USE OF TOBACCO AND OTHER NICOTINE PRODUCTS

Smoking and use of tobacco and other nicotine products, including e-cigarettes, is not permitted in any MCWIC buildings, facilities, work sites, or vehicles. Employees wishing to smoke or use other tobacco or nicotine products should do so during their break times, outside MCWIC buildings, in designated areas, and in accordance with local ordinances.

DRUG AND ALCOHOL

MCWIC is dedicated to providing employees with a workplace that is free of drugs and alcohol. MCWIC discourages drug and alcohol abuse by its employees. MCWIC has a vital interest in maintaining safe and efficient working conditions for its employees. Substance abuse is incompatible with health, safety, efficiency, and success at MCWIC. Employees who are under the influence of a drug or alcohol on the job compromise MCWIC interests, endanger the employees own health and safety and the health and safety of others, and can cause a number of other work-related problems, including absenteeism and tardiness, substandard job performance, increased workloads for coworkers, behavior that disrupts other employees, delays in the completion of jobs, inferior quality in our services, and disruption of customer relations. Any identified usage of drugs, including medicinal or recreational use of marijuana or alcohol on MCWIC premises, or being under the influence of same during working hours will be grounds for discipline up to and including termination.

Any employee found to use, sell, possess or distribute any illegal or unauthorized drugs (including excessive quantities of prescription or over-the-counter drugs and marijuana) while on MCWIC premises, performing MCWIC-related duties, or while operating any MCWIC equipment, is subject to disciplinary action, up to and including termination of employment. Any suspected illegal drug confiscated will be turned over to the appropriate law enforcement agency.

Any employee taking medication should consult a medical professional to determine whether the drug may affect his or her personal safety or ability to perform the essential functions of the job and should advise his or her supervisor of any job limitations. Upon notification of job limitations, MCWIC will make reasonable efforts to accommodate the limitation.

To the extent any federal, state or local law, rule or regulation limits or prohibits the application of any provision of this policy, then to the minimum extent necessary and only for that geographical area, this policy is deemed to be amended to be in compliance.

REASONABLE ACCOMMODATIONS

It is the policy of MCWIC to comply with all the relevant and applicable provisions of the federal Americans with Disabilities Act (ADA), as well as state and local laws concerning the employment of persons with disabilities. MCWIC will not discriminate against any qualified employee or job applicant because of a person's physical or mental disability with respect to any terms, privileges, or conditions of employment, including but not limited to hiring, advancement, discharge, compensation, and training.

Employees with a disability should notify their supervisor if the conditions of the disability impair their ability to perform the essential functions of their position. MCWIC will then engage in a good faith interactive process with the employee or applicant to determine what, if any, effective accommodations can be made for the employee. Where necessary and feasible, reasonable accommodations will be made for qualified employees with a disability to perform the essential functions of the job in question, as long as the accommodation does not cause MCWIC undue hardship.

LACTATION ACCOMMODATION

MCWIC provides a reasonable amount of break time to accommodate an employee's need to express breast milk for the employee's infant child. The company will make a reasonable effort to provide the employee with the use of a room or other location in close proximity to the employee's work area for the employee to express milk in private. Such space will meet the requirements of the California Labor Code including a surface to place a breast pump and personal items, a place to sit, access to electricity, a sink with running water, and a refrigerator for storing breast milk.

Process to request lactation accommodations:

- An employee may request accommodation for lactation breaks by submitting a lactation accommodation request form to the department supervisor.
- The department supervisor must approve or deny the request in writing. The completed request form must be returned to the employee and a copy sent to the human resources department.
- The requested break time should, if possible, be taken concurrently with other scheduled break periods. Nonexempt employees must clock out for any lactation

breaks that do not run concurrently with normally scheduled rest periods. Any such breaks will be unpaid.

- The company reserves the right to deny, in writing, an employee's request for a lactation break if the additional break time seriously disrupts operations or creates an undue hardship.
- Employees have the right to file a complaint with the labor commissioner for any violation of rights provided under Chapter 3.8 of the California Labor Code regarding lactation accommodations.

SAFETY POLICY

It is the policy of MCWIC to encourage safe working conditions and comply with set standards of safety established by management or by federal, state, and local law. Employees must do everything possible to safeguard co-workers, visitors, and themselves against accidents. All employees are required to comply with safety standards. Current employees who pose a direct threat to the health of safety of the other individuals in the workplace will be placed on appropriate leave until a management decision has been made in regard to the employee's immediate employment situation.

All employees are covered by Workers' Compensation unless excluded from coverage by applicable law.

- 1. It is the responsibility of each employee that all tasks be conducted in a safe and efficient manner complying with all local, state and federal safety and health regulations, programmatic standards, and with any special safety concerns identified by MCWIC for use in a particular area or with a client.
- 2. It is the responsibility of the employee to complete an "Accident and/or Incident Report" for any safety and health infraction that involves an employee or that the employee witnesses.
- 3. Any incident occurring at work that results in personal injury to an employee of MCWIC, no matter how minor, must be immediately reported to their direct supervisor. Failure to do so may result in disciplinary action up to and including termination.
- 4. Work related accidents, whether they result in injury or not, <u>may</u> be followed by a postaccident drug screen, subject to state and federal law.
- 5. Any fraudulent report of a work injury will result in immediate termination of all Employees involved.
- 6. Failure to follow MCWIC's safety and health guidelines or conduct which places the employee, volunteer, client or agency property at risk will lead to employee disciplinary action, up to and including termination.
- 7. Management requires that every person in MCWIC assumes the responsibility for individual and organizational safety.
- 8. Management will be responsible for investigating all workplace accidents and injuries. management will maintain an accident investigation kit which will include, at a minimum:

- First-aid kit.
- Disposable gloves.
- Camera for taking pictures of the accident scene, NOT pictures of any injured person.
- Accident investigation forms and witness statements.
- Instructions for handling possible blood-borne pathogens/bodily fluid clean-up.
- Emergency contact instructions.
- Instructions for investigating accidents and proper reporting procedures (esp. Worker's Compensation).
- 9. Management shall have the responsibility to develop, and authority to implement, a safety and health program in the interest of maintaining a safe work environment.
- 10. Reporting Instructions. In addition to reporting accidents and injuries to management, supervisors must also ensure compliance with the state's Worker's Compensation policies and file the necessary documentation.
- 11. Customer Accidents and Injuries. Customer accidents and/or injuries will be reported to the supervisor on duty immediately. The supervisor will initiate any first response actions necessary to ensure the safety and health of the customer (i.e. first aid, calling for medical response). The supervisor on duty will complete the Accident/Incident report and call the incident into the liability insurance carrier. Incidents may be called in as injury or incident only and should be called in immediately even if the information is not complete. Additional information can be provided as it is obtained. The supervisor on duty will:
 - Ensure the safety of all customers and employees.
 - Ensure all safety guidelines for blood-borne pathogens are followed.
 - Preserve the accident scene until the accident investigation has been completed.
 - Fill out all accident report paperwork and fax/send to the insurance carrier.
 - Obtain witness statements from every witness and the victim (if possible). The supervisor should not write the victim's statement for him or her.
 - Assemble the investigation packet and cooperate with the insurance carrier to resolve the issue.

SAFETY

In the event you become injured or witness an injury during your work hours, you are to report it immediately to the nearest available supervisor or management personnel. You are to render any assistance requested by your management. Any questions asked by law enforcement or fire officials making an investigative report should be answered giving only factual information and avoiding speculation. You should report all nonfunctioning hazardous office equipment and or building issues to your immediate supervisor.

WORKER'S COMPENSATION PROGRAM

MCWIC provides Worker's Compensation insurance for all work-related injuries or illness. The name of MCWIC's workers' compensation insurance carrier and other pertinent information is posted. The carrier governs all Workers' Compensation insurance benefits provided by MCWIC. These contracts shall not be limited, expanded or modified by any statements of MCWIC personnel or MCWIC documents. Any discrepancies shall be determined by reference to the insuring contracts.

SECURITY/VIOLENCE IN THE WORKPLACE POLICY

It is the intent of MCWIC to provide a safe workplace for employees and to provide a comfortable and secure atmosphere for customers and others with whom we do business. MCWIC has zero tolerance for violent acts or threats of violence.

MCWIC expects all employees to conduct themselves in a non-threatening, non-abusive manner at all times. No direct, conditional or veiled threat of harm to any employee or MCWIC property will be considered acceptable behavior. Acts of violence or intimidation of others will not be tolerated. Any employee, who commits or threatens to commit a violent act against any person while on MCWIC premises, will be subject to immediate discharge.

Employees within MCWIC share the responsibility in identification and alleviation of threatening or violent behaviors. Any employee who is subjected to or threatened with violence, or who is aware of another individual who has been subjected to or threatened with violence, should immediately report this information to their supervisor or a member of management. Any threat reported to a supervisor should be brought to the attention of the Executive Director. All reports will be carefully investigated and employee confidentiality will be maintained to the fullest extent possible.

HEAT ILLNESS PREVENTION STANDARD

Heat Illness Prevention training is required for all employees working at outdoor locations. MCWIC will take necessary steps to prevent outdoor heat illnesses, including (1) a written heat illness prevention plan that will be provided to employees during orientation; (2) heat illness prevention training that will be provided each year to all employees working in outdoor places of employment; (3) access to fresh water that will provide employees with at least 4 cups per hour (1 quart per hour). Employees are encouraged to consume water on a frequent basis in order to stay hydrated; and (4) access to shade for at least 5 minutes of rest. Employees should not wait until they feel sick to cool down. Supervisors must evaluate work conditions before sending employees to perform outdoor work in hot conditions. Cal/OSHA defines a trigger temperature and "shade up" provisions when temperatures reach 80 degrees Fahrenheit or higher.

WORKPLACE GUIDELINES

HOURS OF WORK

The standard workweek for MCWIC will begin at 12:01 a.m. Sunday, and end at midnight the following Saturday. The normal workweek for a full-time employee will be forty (40) hours.

MCWIC's office hours are 8:00 a.m. to 5:00 p.m., Monday through Friday. You are expected to be at your desk, ready to work at 8:00 a.m.

You will be given your individual duty hours upon hire and at the time of any change in position. If your normal duty hours are changed or if MCWIC changes its operating hours, you will be given written notice at least one (1) week prior to the change in schedule.

TIME-KEEPING

All employees are required to accurately record their time worked and requested paid leave through the use of the online payroll system via their work computer or payroll app provided. If employees are calling in an absence (not on work premises) and are requesting <u>paid</u> leave to be used, they must utilize the payroll app provided to process the paid leave. Employees are required to accurately record their work hours daily to ensure that they are paid for all hours worked as required by applicable law. Employees are also required to submit their time records promptly, immediately following the close of the pay period so that their time records can be reviewed by management before their time is submitted for payroll processing.

Personnel Activity Reporting (PAR) is used to record time and effort reporting by grant. Personnel activity reporting must allocate all time worked every day to all specific funding sources (programs) and activities that the staff person worked on that day. Employees must enter personnel activity reporting for payroll to be processed. Time entry and allocation must be completed DAILY. Leave time (sick, vacation, etc.) are not considered "time worked."

At no time may any employee perform off-the-clock work or otherwise alter, falsify or manipulate any aspect of their time-keeping records to inaccurately reflect or hide hours worked, meal periods taken or time spent working during meal periods. Falsifying recording time may result in disciplinary action, up to and including termination of employment.

MEAL PERIODS

You will be provided a non-compensated meal period for each workday of one (1) hour. Your one hour meal period should be completed between the hours of 11:00 am and 2:00 pm, and shall not be commenced any later than 1:00 pm. No work may be performed during your meal period. There must be at least one employee working during this period. Your supervisor must approve any variation in the normal schedule in advance and should be notified immediately if you are unable for whatever reason to take at least a thirty (30) minute uninterrupted meal period. An employee's failure to comply with this meal period policy is will be grounds for discipline up to and including termination.

All employees scheduled to work more than five (5) hours in a workday will take at least a 30 minute meal period. In no case may any meal period be waived to shorten an employee's work hours or be used in lieu of time without pay. Any employee who is scheduled to work not more than six (6) hours in any workday, may, by mutual written agreement between MCWIC and the employee, work without a meal period. All employees that work (10) hours are entitled to a second 30 minute meal period. The second meal period may be waived by mutual written agreement so long as the employee did not waive the first meal period and the employee will not work longer than twelve hours. During your meal period you are free to leave the premises and there will be no control over your activities.

Rest Periods

Employees will be provided a 15 fifteen minute rest period for every four hours of work (or major fraction thereof). A rest break is not authorized if you work less than 3.5 hours. You will receive one rest break if you work between 3.5 hours and 6 hours. You will receive two rest breaks if you work between 6 hours and 10 hours. You will receive three rest breaks if you work between 10 hours and fourteen hours. If you leave the premises during the fifteen-minute rest period, you must notify your supervisor.

MCWIC provides a supportive environment to enable lactating employees to express milk during work hours. Discrimination against, or harassment of, lactating employees in any form is unacceptable and will not be tolerated by MCWIC.

ATTENDANCE / TARDINESS POLICY

Regular attendance and consistent punctuality are expected from all employees. Unsatisfactory attendance, including tardiness and leaving work early, is unacceptable performance. You will be rated in your performance appraisal in the categories of attendance and punctuality.

If you are ill, injured or an unexpected emergency arises which prevents you from coming to work, you must notify your supervisor prior to the start of your scheduled work day. If your supervisor is not available, you must speak directly with a member of management. If you are physically unable to contact MCWIC, you should direct another person to make the contact on your behalf. Leaving a message with a fellow employee or with the answering service is not considered proper notification.

When you notify MCWIC of an absence, you are to advise MCWIC of your expected date of return. Management reserves the right to require proof of illness, injury or accident, including a doctor's statement(s) or notice(s), for any absences due to illness, injury, or accident.

Repeated absences, excessive absences (excused or unexcused) or a pattern of absences are unacceptable job performance. If you are absent for three (3) consecutive days and have not provided proper notification, MCWIC will assume that you have abandoned your position and you may be presumed to have voluntarily terminated your employment with MCWIC.

If you become ill at work, notify your supervisor immediately. If you are unable to perform your job task, you will be either sent to a doctor or your home. You will be paid only for time actually worked and may receive paid sick time if eligible.

You shall be at your workstation, prepared to begin work at the start of your scheduled work time or resumption of your work duties. If you are not, you will be considered tardy. Excessive tardiness, whether excused or unexcused, constitute unacceptable work performance. MCWIC does not categorize tardiness as excused or unexcused. Your wages are based on actual time worked, therefore, if you are tardy, your wages will be reduced accordingly. Calculation is based on the one-tenth of an hour (6 minute) calculation rule. Any time up to 3 minutes will be rounded down; 4-6 minutes will be rounded up to the next tenth increment. For example, time punched at 8:03am will record as 0.00 tenths of an hour reduction, whereas time punched at 8:04am will record 0.10 tenths of an hour reduction.

All absences are to be arranged for as far in advance as possible. This includes vacations and time off for other reasons. If a doctor or dental appointment must be scheduled during the workday, it should be scheduled as early in the morning or as late in the afternoon as possible.

Employees who use all of their allotted sick time for the year may not make up the time (including doctor's appointments).

In order to fairly and consistently enforce this policy, the following guidelines will be used: All occurrences of absences will be tracked per each evaluation period whether the absence is paid or unpaid time.

- Not reporting or not working the schedule you have been assigned including regular work hours, and other required hours such as training, mandatory meetings, etc.
- Absences due to illnesses for three or more consecutive days may require a physician's certification of the need for the absence, and if necessary, confirmation that employee is fit to return to work.
- Absences due to Family Medical Leave, Jury Service, Military Leave, Bereavement Leave, Vacation, Pregnancy Disability Leave, or any other protected leave or company-approved leave will not be considered an absence under this policy.

Late Arrival and Leave Early:

• Late arrivals and leaving work early require proper notification and /or authorization by a supervisor under the absence reporting procedure.

PERSONAL APPEARANCE

MCWIC is a professional business based on the trust and goodwill it engenders from its clients. In addition to providing excellent services, clients only do business with MCWIC if they are also treated with courtesy, patience and appropriate deference. You are to treat all clients with the utmost courtesy. You will be evaluated in your performance appraisal in this category.

Since clients tend to think in terms of the individual employees with whom they come in contact with at MCWIC, the way you perform your job and treat the individual client will determine, in part, the client's satisfaction with MCWIC. A good employee will approach his / her job duties and responsibilities with a positive attitude and respect. A neat personal appearance and good grooming habits reflect respect for yourself and your workplace.

Expensive clothing is not necessary for a well-groomed appearance. You are to wear clothing appropriate for a professional business office. If you have any questions, you should contact your supervisor/manager for counseling.

Examples of inappropriate attire are:

Tank tops, tube tops, halter tops, denim jeans, casual leisure, "weekend wear", bare midriff, bare back tops, camisoles, "net wear", athletic sweatshirts, bare shouldered or low cut tops, leotards, shorts, leggings, mini-skirts or mid-thigh length or shorter skirts, logo or screen printed shirts, flip flops, Birkenstocks, athletic shoes.

The supervisor of an employee has the authority to request that an employee go home and change into appropriate attire if he/she reports to duty dressed in an unacceptable manner. Time required to effect the necessary change may be without pay.

Employees who need a reasonable accommodation to MCWIC's dress requirements because of religious beliefs, observances, or practices should contact their supervisor to discuss the need for the accommodation.

CONFIDENTIALITY POLICY

Our clients and other parties with whom we do business entrust MCWIC with important information. It is our policy that all information considered confidential will not be disclosed to external or internal parties or to employees without an appropriate signed release. If there is a question of whether certain information is considered confidential, the employee should first check with his/her immediate supervisor.

It is your duty and responsibility to safeguard all confidential information. This includes the dissemination of information by any available means, including but not limited to telephone, fax and e-mail. When any inquiry is made regarding an employee or any former employee, the inquiry must be forwarded to your supervisor without comment on your part. When any inquiry is made regarding any client, the inquiry must be forwarded to management.

Confidential information shall be disclosed and/or discussed only on a "need to know" basis. Conversation of a confidential nature must never be held within earshot of the public, clients or unauthorized employees.

Employees shall not seek to use personal or confidential information for their own use or personal gain. Employees must take all reasonable precautions to ensure privacy is maintained under the law while handling information in any form, including, but not limited to: voice, electronic (disk file, diskette, CD ROM, magnetic tape, E-mail, etc.), paper, photograph, and microfiche information. Included under this precaution is the disposal of any related materials as previously described.

This policy is intended to alert employees to the need for discretion at all times and is not intended to inhibit normal business communications.

All inquiries from the media must be referred to the Executive Director or designee.

RELEASE OF EMPLOYEE INFORMATION

MCWIC maintains strict confidentiality of employee records. However, operating requirements of MCWIC do necessitate disclosure of employee information. The purpose of this policy is to outline circumstances in which employee information will be disclosed to external organizations.

GARNISHMENTS/LEVIES/SUPPORT ORDERS

Upon receipt of a properly authorized request to release information or initiate deductions from employee pay, the company will release salary/wage information and begin deductions from pay.

LENDERS/CREDIT ORGANIZATIONS

Upon receipt of an authorized request that includes the employee's signature, the company will release information. The company will not respond to any telephone requests for information.

PROSPECTIVE EMPLOYERS

The company will provide information for reference purposes which will be limited to job title(s) held, work status (i.e. full-time, part-time, etc.), and dates of employment.

LETTERS OF RECOMMENDATION

Letters of recommendation will be completed by, and at the sole discretion of, the Executive Director or designee.

BUSINESS GIFTS

We want at all times to avoid the appearance of impropriety in the acceptance of gifts from business contacts or clients. It is the express policy of MCWIC that you are prohibited from, either directly or indirectly, asking, demanding, exacting, soliciting, or seeking, anything of value for yourself or for any other person or entity.

It is the express policy of MCWIC that you are prohibited from, either directly or indirectly, accepting, receiving, or agreeing to receive anything of value for yourself or for any other person or entity (other than your pay check from MCWIC) for or in connection with any transaction or business of MCWIC that has a value of \$50 or more. If you are promised, offered, or given anything of value from any member, perspective member, customer, or perspective customer for or in connection with any transaction or business of MCWIC, you are to advise your immediate supervisor at once.

CONFLICT OF INTEREST

MCWIC is judged by the collective and individual performance of its officers and employees. MCWIC has a particular interest in preserving its reputation and the reputation of its employees for the utmost honesty and integrity. Thus, MCWIC holds itself and its employees to the highest standards of lawful and ethical conduct.

Therefore, you must be very careful that your relationship with clients or vendors or other activities do not subject you or MCWIC to question or undue criticism. You must refrain from engaging in any activity that could be in conflict with your status as an MCWIC employee. This includes the use of your position with MCWIC for personal profit or advantage or entering into transactions or relationships where it may appear you have a conflict of interest, are improperly benefiting from your affiliation with MCWIC, or are violating laws governing fiduciary relationships. Good judgment and common sense are to supplement these provisions to avoid even the appearance of impropriety. To the extent there is a conflict or ambiguity between permissive conduct and that which is not permitted, the latter shall have precedence.

If you question the propriety of a transaction or activity, you should seek guidance from your supervisor or a member of management of MCWIC. If necessary, you should seek written approval.

OUTSIDE ACTIVITIES

You may engage in outside employment or personal educational activities during nonworking hours, provided that such activities do not interfere with your job performance or constitute a conflict of interest. If the position constitutes a conflict of interest or interferes with your MCWIC job, at any time, you may be required to curtail or terminate such activity.

REPORTING IRREGULARITIES

It is the responsibility of each employee of MCWIC to report, immediately, any and all 2276462v1 / 17727.0002 43

irregularities indicating actual or suspected existence of a loss, fraud, embezzlement or similar impairment of MCWIC funds or property, or suspicious persons or activity.

If you have actual or constructive knowledge of any irregularity, and do not report it to your supervisor, you have engaged in unacceptable job performance.

INSPECTIONS / SEARCHES

Your desk, workstation, work area, computer terminal, memory, files, etc. and your voice mail are subject to inspection/search at any time. MCWIC may monitor any telephone conversation you have on MCWIC owned or controlled equipment. Any inspection/search conducted by MCWIC or its designee may occur at any time, with or without notice.

You are prohibited from placing any passwords or restrictors on any document, computer or computer software without the prior authority of management. Any password or restrictor must be revealed to and maintained by a second authorized source. Removing, changing, deleting or erasing any MCWIC information, without the appropriate authorization, is strictly prohibited, nor does having a password create any privacy.

ELECTRONIC ASSETS USAGE/COMPUTER POLICY

MCWIC recognizes that use of the Internet has many benefits for MCWIC and its employees. The Internet and e-mail make communication more efficient and effective. Therefore, employees are encouraged to use the Internet appropriately. Unacceptable usage of the Internet can place MCWIC and others at risk.

The following guidelines have been established for using the Internet and e-mail in an appropriate, ethical and professional manner:

- MCWIC Internet and e-mail access may not be used for transmitting, retrieving or storing of any communications of a defamatory, discriminatory or harassing nature or materials that are obscene or X-rated. No messages with derogatory or inflammatory remarks about an individual's race, age, disability, religion, national origin, physical attributes or sexual preference shall be transmitted. Harassment or cyber bullying of any kind is prohibited.
- Disparaging, abusive, profane, or offensive language; and any illegal activities including piracy, cracking, extortion, blackmail, copyright infringement, and unauthorized access to any computers on the Internet or e-mail are forbidden.
- Copyrighted materials belonging to entities other than MCWIC may not be transmitted by employees on MCWIC's network. All employees obtaining access to other companies' or individual's materials must respect all copyrights and may not copy, retrieve, modify or forward copyrighted materials, except with permission or as a single copy to reference only. If you find something on the Internet that may be interesting to others, do not copy it to a network drive. Instead, give the URL (uniform resource locator or "address") to the person who may be interested in the information and have that person look at it on his / her own.
- Do not use the system in a way that disrupts its use by others. This includes excessive sending or receiving many large files and "spamming" (sending e-mail messages to thousands of users.)
- The Internet is full of useful programs that can be downloaded, but some of them may contain computer viruses that can extensively damage our computers. Be sure to virus-check downloaded files immediately. Instructions on how to check for viruses are available

through the IT Support. Also, many browser add-on packages (called "plug-ins") are available to download. There is no guarantee that such will be compatible with other programs on the network and such may cause problems; therefore, please refrain from downloading such plug-ins.

- Each employee is responsible for the content of all text, audio or images that he/she places or sends over MCWIC's Internet and e-mail system. No e-mail or other electronic communications may be sent which hides the identity of the sender or represents the sender as someone else. Also, be aware that MCWIC's name is attached to all messages so use discretion in formulating messages.
- E-mail is not private or confidential. All electronic communications are MCWIC property. • Therefore, MCWIC reserves the right to examine, monitor and regulate e-mail messages, directories and files, as well as Internet usage. Also, the Internet is not secure so don't assume that others cannot read or possibly alter your messages.
- Internal and external e-mail messages are considered business records and may be subject to discovery in the event of litigation. Be aware of this possibility when sending e-mail within and outside MCWIC.
- Use of company resources including time or equipment for personal reasons, or outside of your regular work hours, is prohibited.

All MCWIC-supplied technology, including computer systems and MCWIC-related work records, belong to MCWIC and not the employee. MCWIC routinely monitors usage patterns for its e-mail and Internet communications. Although encouraged to explore the resources available on the Internet, employees should use discretion in the sites that are accessed.

Since all the computer systems and software, as well as the e-mail and Internet connection, are MCWIC-owned, all MCWIC policies are in effect at all times. Any employee who abuses the privilege of MCWIC-facilitated access to e-mail or the Internet, may be denied access to the Internet and, if appropriate, be subject to disciplinary action up to and including termination.

SOCIAL MEDIA POLICY

MCWIC recognizes that employees may have personal accounts on Facebook, Linked-In, Myspace, Twitter, Web-based email accounts such as Gmail, Hotmail and Yahoo! mail and the like (collectively, "Social Media"), and understands that employees may elect to review those accounts. Personal use of Social Media should be reserved for break times and meal periods on personal electronic equipment only.

MCWIC therefore notifies its employees that should employees log onto or access Social Media from MCWIC electronic assets of technology, computers or internet access that such employees shall have no expectation of privacy as to any information that they input or review while in contact with Social Media, including passwords, codes or other information that is reviewed or that enables access to the Social Media.

To the extent employees are posting comments to Social Media outside the scope of their employment responsibilities, including an on-line forum, such as a blog, employees may not include any client or confidential information and may not make any statements that would give the impression that the views they have expressed are the opinions of MCWIC.

Employees may not post to any on-line forums using any official MCWIC e-mail address or providing any MCWIC telephone number or extension. Employees may not utilize any of MCWIC logos, drawings, trademarks, copyrights or other images or photographs of MCWIC or 2276462v1 / 17727.0002 45

typically associated with MCWIC in conjunction with such activities. In all postings, employees are responsible for ensuring compliance with all of the company's policies, including its MCWIC Social Media Policy, Anti-Harassment Policy, Electronic Assets Usage/Computer Policy, Confidentiality Policy, and Workplace Violence Policy.

Social Media Policy Exceptions:

MCWIC understands that social networking, when used properly, can be an effective marketing and business tool. Therefore, some exceptions exist to the above policy for certain employees (generally those with marketing responsibilities) who have been designated in advance by the MCWIC's Executive Director. However, in order to protect our brand image in the community, we have developed the following guidelines for MCWIC posts on Social Media sites:

- 1. Only staff authorized to do so by the Executive Director may speak for MCWIC.
- 2. Designated staff may spend time adding content as determined by their job position and authorized by their supervisor.
- 3. All photos or videos posted to any of MCWIC social media outlets must have a signed Visual/Audio Image Release Form on file prior to posting photos.
- 4. All MCWIC and contract provider rules of confidentiality apply.
- 5. Representing personal opinions as those of the company is prohibited.
- 6. All copyright laws must be respected, and employees must reference or cite sources appropriately. (Plagiarism applies online as well.)

PHONE USAGE

The telephones of MCWIC are to be restricted to business calls for MCWIC business. All employees are required to be professional and conscientious at all times when using MCWIC phones and to refrain from usage of personal cell phones including texting and downloading of web content unless subject to emergency situations and / or as authorized by your supervisor/manager. Use of personal cell phones and other personal electronic devices should be limited to meal and rest periods and should not be used for the purpose of work unless prior approval has been provided.

PERSONAL PROPERTY

MCWIC is not liable for lost, misplaced or stolen property. You should take all precautions necessary to safeguard your personal possessions. Having personal mail sent to MCWIC is prohibited.

Your work area and any other MCWIC property are subject to inspection / search at any time, with or without notice. Desks and office areas are to be kept as neat and organized as possible.

EMPLOYMENT SEPARATION

RESIGNATION

Non-exempt employees are requested, but not required, to provide a minimum of two (2) weeks written notice of their intent to resign. Exempt employees are requested, but not required to provide a minimum of four (4) weeks written notice. Your notice of resignation to voluntarily terminate employment with MCWIC should be submitted to your supervisor or a member of management. An exit interview may be requested.

TERMINATION

All employment with MCWIC is "at will" employment. This means that you have not been hired for a specified duration, but that you can terminate your employment or MCWIC can terminate your employment at any time, with or without cause, and with or without prior notice.

Upon separation of your employment you are to remove your personal possessions. You will be paid for all unused vacation time. Upon separation, you are not entitled to severance pay.

RETURN OF ORGANIZATION PROPERTY

Any MCWIC property issued to employees, such as computer equipment, keys, tools, parking passes or MCWIC credit cards, must be returned to MCWIC at the time of termination. Employees will be responsible for any lost or damaged items. All work product is the property of MCWIC and will remain at MCWIC at all times and at time of termination of employment.

MISCELLANEOUS

AUTOMOBILE ACCIDENT

If you are involved in an automobile accident while on MCWIC business, you must report the accident to your supervisor immediately. You should request and obtain a police report and police investigation at the scene of the accident.

USE OF PERSONAL VEHICLE

Employees are not to drive a personal vehicle for MCWIC business unless authorized to do so. If your job requires you to operate your personal vehicle, you shall be required to submit proof of a current and valid state driver's license.

If you use your own vehicle, either by authorization or requirement, to carry out the business of MCWIC, insurance must be maintained current as a term and condition of continuing employment. Employees are not authorized to drive their own vehicle for work purposes if their insurance lapses.

If you use your own vehicle, either by authorization or requirement, to carry out the business of MCWIC and you incur damage to your vehicle, primary insurance is the employee's vehicle insurance. In addition, the currently approved Internal Revenue Service mileage reimbursement rate includes gas, maintenance, insurance, service costs, etc.

Cell phone use is prohibited when driving. Attention to the road and safety should always

take precedence over conducting business. If necessary, you should find a safe place and stop before you take/place a call, text, or retrieve voice messages. MCWIC will not be responsible for any fines or penalties incurred by an employee who is using a cell phone in violation of the law California Vehicle Code, Section 23123 & 23123.5, and such violations may result in disciplinary action.

PARKING

MCWIC provides you with parking at no cost. All parking is at your own risk. It is recommended that you lock your car and take other appropriate safeguards. You are not to park in areas reserved for visitors.

ACKNOWLEDGEMENT

The contents of the Employee Handbook are presented as a matter of information. Except for the at-will provisions, the Handbook can be amended at any time. I agree to read the Handbook and to follow the guidelines and policies set forth in the Handbook and any amendments to the Handbook along with the other policies and procedures of MCWIC.

It is specifically understood and agreed that the Handbook is for informational purposes only and is not intended to create a contract, nor is it a contract, of employment or continuing employment between myself and MCWIC. It is further understood that neither the Handbook nor any policy of MCWIC is a guarantee or promise of employment or continuing employment.

I understand that I am not being hired for any definite period of time even though my wages are paid regularly. I further understand that I am an at-will employee and my employment can be terminated at any time, with or without cause and with or without prior notice either by MCWIC or myself. No promises or representations have been made to me that I can be disciplined or discharged from my employment with MCWIC only under certain circumstances or after certain events.

MCWIC policy requires all employees to be hired at-will and this policy cannot be changed except by a written document signed by me and the Executive Director of MCWIC, specifically changing my at-will employment status. I have neither been requested nor have I signed any such document.

My at-will employment status with MCWIC has been fully explained and I have been given an opportunity to ask any questions regarding MCWIC policies and my at-will employment status. No representative of MCWIC has made any promise or other statements implying employment will be other than what has been stated above.

The undersigned acknowledges receipt of MCWIC's Employee Handbook and Policies and agrees that a manager/supervisor of MCWIC fully reviewed the Handbook and Policies with me. I also agree that I was provided ample opportunity to ask any questions, get clarification or ask for any other information as was needed.

Dated

Signature of Employee

Print Name

Signature of Manager/Supervisor

Print Name



Agenda Item 8.1

Consent

Action

⊠ Information

- To: Madera County Workforce Investment Corporation
- From: Maiknue Vang, Executive Director
- Date: October 26, 2023
- Subject: Success Stories

Information:

Successful program participants have been invited to share information about their experience working with our system, and how their participation contributed to positive results.

Financing:

Workforce Innovation and Opportunity Act

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	VEST	MENT (CORPO	DRATION

Agenda Item 8.2

Consent

Action

⊠ Information

To: Madera County Workforce Investment Corporation

From: Maiknue Vang, Executive Director

Date: October 26, 2023

Subject: Update on Workforce Development Board (WDB) of Madera County

Information:

The WDB met on October 19, 2023. The agenda for their latest meeting and minutes for the August 17, 2023, meeting is provided for the Boards review.

An action planning session with Bob Lanter/CWA will be scheduled during the month of January, 2024, as a follow up to the Real Role of Workforce Boards Retreat. This half-day session will assist members and selected partners in identifying practical actions that the WDB can take over the next 24 months to capitalize on and solve socio-economic opportunities and challenges for Madera County.

Financing:

Workforce Innovation and Opportunity Act/James Irvine Foundation



AGENDA ITEM 8.2

WORKFORCE DEVELOPMENT BOARD OF MADERA COUNTY

AGENDA

October 19, 2023 3:00 p.m.

Meeting will be held at:

Workforce Assistance Center - Executive Conference Room 2037 W. Cleveland Avenue, Madera, CA 93637 (559) 662-4589

REASONABLE ACCOMMODATION FOR ANY INDIVIDUAL WITH A DISABILITY Pursuant to the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, any individual with a disability who requires reasonable accommodation to attend or participate in a meeting or function of the Workforce Development Board of Madera County, may request assistance by contacting the Executive Assistant at Madera County Workforce Investment Corporation office, 2037 W. Cleveland Avenue, Madera, CA 93637; Telephone 559/662-4589; CRS 711; Fax 559/673-1794.

If a quorum of the Workforce Development Board is not present at the time of the meeting BUT a quorum of the Workforce Development Board Executive Committee IS present, an Executive Committee board meeting will be conducted in place of the Workforce Development Board.

This agenda and supporting documents relating to the items on this agenda are available through the Workforce Development Board website at http://www.maderaworkforce.org/workforce-board-meetings/. These documents are also available at the Madera County Workforce Assistance Center – office of the Executive Director. The Workforce Development Board is an equal Opportunity Employer/Program. Auxiliary aids and services are available upon request.

1.0 Call to Order/

1.1 Pledge of Allegiance

2.0 Additions to the Agenda

Items identified after preparation of the Agenda for which there is a need to take immediate action. Two-thirds vote required for consideration (Government Code Section 54954.2(b)(2))

3.0 Public Comment

This time is made available for comment from the public on matters within the Board's jurisdiction but not appearing on the agenda. The Board will not take action on any items presented under public comment. The comment period will be limited to 15 minutes.

4.0 Introductions and Recognitions

5.0 Adoption of Board Agenda

6.0 Consent Calendar

- 6.1 Consideration of approval of the August 17, 2023, Workforce Development Board (WDB) meeting minutes.
- 6.2 Consideration of approval of the re-appointment of Chuck Riojas, IBEW #100, to the WDB for an additional 3year term: 12/6/23 to 12/6/26

7.0 Action Items

- 7.1 Consideration of approval of Beaudette Inc.'s One Stop Operator (OSO) report for the period of July 1, 2023, through September 30, 2023.
- 7.2 Consideration of approval of the revised contract between the Chief Local Elected Official (CLEO), the WDB and the Madera County Workforce Investment Corporation for the administration of the Workforce Innovation

and Opportunity Act (WIOA). Revisions to the CLEO align the roles and responsibilities of each entity under WIOA and current practices.

7.3 Discussion and consideration to schedule an Action Planning half-day session on 11/29, 11/30, or 12/13 with Bob Lanter, CWA, as a follow up to the Real Role of Workforce Boards Retreat.

8.0 Information Items

- 8.1 Success Stories
- 8.2 Madera County Workforce Investment Corporation (MCWIC) Update
- 8.3 Workforce Development Professionals Day September 1, 2023
- 8.4 Eligible Training Provider Compliance Monitoring Results PY 2022-23 Results
- 8.5 Workforce Data Presentation
- 8.6 Valley Community SBDC Business Workshops
- 8.7 Workforce Assistance Center Quarterly Resource Fairs
- 8.8 Information on Weekly Unemployment Insurance (UI) Initial Claims for Madera County

9.0 Written Communication

10.0 Open Discussion/Reports/Information

- 10.1 Board Members
- 10.2 Staff

11.0 Next Meeting

December 21, 2023

12.0 Adjournment



AGENDA ITEM 8.2

WORKFORCE DEVELOPMENT BOARD OF MADERA COUNTY



August 17, 2023 3:00 p.m.

Convened at the Workforce Assistance Center - Conference Room 2037 W. Cleveland Avenue, Madera, CA 93637 (559) 662-4589

- **PRESENT:** Aaron Chambers, Brett Frazier, Chuck Riojas, Darren Rose, Donald Foster, Dr. Lucia F. Robles, Joe Perez, Jorge DeNava, Ladislao (Lalo) Lopez, Lanie Suderman, Laura Gutile, Michelle Brunetti, Nichole Mosqueda, Omair Javaid, Robert Poythress
- ABSENT: Debi Bray, Deborah Martinez, Mark Choe, Mattie Mendez, Mike Fursman, Mike Lopez, Wendy Lomeli
- **GUEST:** Ara Keledjian, Madera Unified School District, Gary Beaudette, Beaudette Consulting Inc.
- STAFF: Bertha Vega, Maiknue Vang, Nicki Martin

1.0 Call to Order

Meeting called to order at 3:03 p.m. by Chair Brett Frazier.

1.1 Pledge of Allegiance

2.0 Additions to the Agenda

None.

3.0 Public Comment

None.

4.0 Introductions and Recognitions

Roundtable introductions were done by everyone in attendance.

5.0 Adoption of Board Agenda

Laura Gutile moved to adopt the agenda, seconded by Omair Javaid.

Vote: Approved – unanimous

Yes: Aaron Chambers, Brett Frazier, Chuck Riojas, Darren Rose, Donald Foster, Dr. Lucia F. Robles, Joe Perez, Jorge DeNava, Ladislao (Lalo) Lopez, Lanie Suderman, Laura Gutile, Michelle Brunetti, Nichole Mosqueda, Omair Javaid, Robert Poythress

6.0 Consent Calendar

- 6.1 Consideration of ratification of the February 16, 2023, Workforce Development Board (WDB) meeting minutes.
- 6.2 Consideration of ratification of the April 21, 2023, WDB Executive Committee meeting minutes.
- 6.3 Consideration of ratification of the May 10, 2023, WDB Executive Committee meeting minutes.

- 6.4 Consideration of approval of the June 15, 2023, WDB Executive Committee meeting minutes.
- 6.5 Consideration of ratification of the application of Brett Frazier, Papa Murphy's Pizza, to the WDB for a 3-year term representing the Private Sector.
- 6.6 Consideration of ratification of the application of Aaron Chambers, Hometown Tax Pros, to the WDB for a 3-year term representing the Private Sector.
- 6.7 Consideration of ratification of the re-appointment of Wendy Lomeli, Employment Development Department, to the WDB for an additional 3-year term: 6/6/23 to 6/6/26.
- 6.8 Consideration of ratification of the re-appointment of Deborah Martinez, Madera County Department of Social Services, to the WDB for an additional 3-year term: 8/8/23 to 8/8/26.
- 6.9 Consideration of ratification of the resignation of Joseph Giles, Operating Engineers Local 3, from the WDB.

Consideration of approval of the reappointment of Nichole Mosqueda, Camarena Health, to an additional 3-year term: 10/21/23 to 10/21/26.

- 6.10 Consideration of ratification of the application for subsequent local area designation and local board recertification for the 2023-25 program year.
- 6.11 Consideration of ratification of EDD Subgrant AA311014 Year of Authorization (YOA) 2022 transfer of funds request in the amount of \$180,000 from the Dislocated Worker funding stream to the Adult funding stream in order to maximize customer service and provide more flexibility of services in the areas of greatest need as allowed by WIOA Section 113(b)(4).
- 6.12 Consideration of ratification of Beaudette Inc.'s One Stop Operator (OSO) report for the period of January 1, 2023, through March 31, 2023.
- 6.13 Consideration of ratification of the revised application for subsequent local area designation and local board recertification for the 2023-25 program year and authorize staff to submit to the Madera County Board of Supervisors (BOS) for approval and signature. Since the WDB and BOS approval of Madera's recertification application, the State EDD issued a different set of performance requirements for the application. Per EDD's guidance, staff submitted a new application reflecting the revised performance data along with the original signed and approved application, which has been accepted by EDD and determined to have met the application deadline as outlined in EDD's final directive. Per the BOS, a revised application will be submitted as a ratification of the amended application for their records.

Omair Javaid moved to approve the Consent Calendar, seconded by Darren Rose.

Vote: Approved – unanimous

Yes: Aaron Chambers, Brett Frazier, Chuck Riojas, Darren Rose, Donald Foster, Dr. Lucia F. Robles, Joe Perez, Jorge DeNava, Ladislao (Lalo) Lopez, Lanie Suderman, Laura Gutile, Michelle Brunetti, Nichole Mosqueda, Omair Javaid, Robert Poythress

7.0 Action Items

7.1 Consideration of approval of Beaudette Inc.'s One Stop Operator (OSO) report for the period of April 1, 2023, through June 30, 2023.

7.2 Consideration of approval of Beaudette Inc.'s OSO Annual Report for fiscal year 2023.

Agenda items 7.1 and 7.2 were discussed as a group. Gary Beaudette reviewed the report with the Board. Partners meet to make sure everything is aligned and programs are integrated and that all of the Partners are meeting within the MOU requirements. There are also shared Mission and Vision statements that they work towards. Many objectives fall under those categories. The report provides meeting dates as well as attendance. The meetings are still taking place via Zoom. Each Partner has their own goals and share their progress and what they are working on. There will be an in-person meeting in September. Metrix are still being collected and shared with all Partners. This helps identify gaps and opportunities to improve. Staff will check in and fill out the Service Metrix to make sure all services are included. This will help Partner agencies know what services are provided and available and will help with referrals to other agencies. A universal referral system has been slightly delayed but staff are still hopeful to be able to implement. Mr. Beaudette uses the DMAIC (Define, Measure, Analyze, Improve and Control) method to move through the goals and objectives and to keep everything on track. This method is used to identify, analyze, and solve existing processes that are inefficient or ineffective. Staff are working on having quarterly Resource Fairs that will bring partner agencies together in the Center to provide information and recourses from their agencies.

Omair Javaid moved to approve item 7.1, seconded by Chuck Riojas. Laura Gutile moved to approve item 7.2, seconded by Omair Javaid.

Vote: Approved – unanimous

Yes: Aaron Chambers, Brett Frazier, Chuck Riojas, Darren Rose, Donald Foster, Dr. Lucia F. Robles, Joe Perez, Jorge DeNava, Ladislao (Lalo) Lopez, Lanie Suderman, Laura Gutile, Michelle Brunetti, Nichole Mosqueda, Omair Javaid, Robert Poythress

7.3 Discussion on The Real Role of Workforce Boards retreat and consideration to continue working with the California Workforce Association and Bob Lanter on developing an action plan of priorities for the next 24 months.

Bob Lanter facilitated a retreat in June. The session was very in-depth and engaging. Discussions were held around the local economic hardships and how to turn them into economic opportunities. The focus was on the Workforce Development Board (WDB) members' roles on the WDB and how we can continue to drive the economic success of Madera County and how the members' roles are that of community development. Everyone was challenged to identify at least 2 challenges and opportunities that they wanted to prioritize and focus on. The Madera WDB has an opportunity to continue the work with Bob and the California Workforce Association (CWA) to move beyond the general conversation and really take a deeper dive into what the WDB wants to prioritize as a Boord. The decision to continue to work with Bob and create an action plan to work on Madera's challenges is up to the WDB. Continuing the work would involve possibly meeting for another halfday session to develop an Action Plan to be followed by follow up meetings and possibly creating committees or subgroups. The Action Plan would be an item on future agendas to be worked on and discussed by the WDB. Those members who were in attendance at the retreat stated that the session was very beneficial and Bob Lanter was able to show how the WDB can make an impact in the community. He understood the challenges Madera is facing and it was one of the most engaging conversations and dialogues that have taken place during a Board meeting in some time. Staff may want to consider inviting some community stakeholders to future sessions. Bob Lanter comes from a similar community and is familiar with what Madera needs to work on. He is working with 8 Workforce Boards. His services are being paid out of James Irvine Foundation funds and there will be no cost to the WDB.

Laura Gutile moved to move forward and continue to work with Bob Lanter, seconded by Omair Javaid.

Vote: Approved – unanimous

Yes: Aaron Chambers, Brett Frazier, Chuck Riojas, Darren Rose, Donald Foster, Dr. Lucia F. Robles, Joe Perez, Jorge DeNava, Ladislao (Lalo) Lopez, Lanie Suderman, Laura Gutile, Michelle Brunetti, Nichole Mosqueda, Omair Javaid, Robert Poythress

7.4 WDB Chair Election

Darren Rose nominated Brett Frazier for Chair, Seconded by Laura Gutile.

Vote: Approved – unanimous

Yes: Aaron Chambers, Brett Frazier, Chuck Riojas, Darren Rose, Donald Foster, Dr. Lucia F. Robles, Joe Perez, Jorge DeNava, Ladislao (Lalo) Lopez, Lanie Suderman, Laura Gutile, Michelle Brunetti, Nichole Mosqueda, Omair Javaid, Robert Poythress

7.5 WDB Vice Chair Election

Nichole Mosqueda nominated Omair Javaid for Vice Chair, Seconded by Rob Poythress.

Vote: Approved – unanimous

Yes: Aaron Chambers, Brett Frazier, Chuck Riojas, Darren Rose, Donald Foster, Dr. Lucia F. Robles, Joe Perez, Jorge DeNava, Ladislao (Lalo) Lopez, Lanie Suderman, Laura Gutile, Michelle Brunetti, Nichole Mosqueda, Omair Javaid, Robert Poythress

7.6 Discussion and consideration of the Program Impact and Data Reports

Staff previously worked with the Board on developing the Program Impact and Data Reports. The finished reports were provided for review. The Program Impact report contains information that would be for the Board of Supervisors, the WDB, the Workforce Investment Corporation or agencies like the CWA or other Workforce Boards. Staff invited the Board to provide input for any other information they would like to see on the report. The report provided represents data from July 1, 2022, to June 30, 2023. It was suggested that the numbers for each of the age groups represented in the AGE section be provided. It was also suggested that the sections be separated in a way that they don't seem to overlap with each other in order to make it easier to read. The infographics made the information easy to understand. The reports show that the number of people coming to the Center is still lower than before the pandemic. It helps demonstrate where we can provide services to ensure that performance and outcomes will increase. The Educational Attainment section shows where there may be opportunities to review policies and check to see if the current policies may be creating unintentional barriers for individuals who have a lower educational attainment. This could create an opportunity to review and possibly revise the policy to diminish those barriers and expand services. The Data Report is intended for local businesses and possibly other workforce area business services teams, Partners and the WDB. This report's data help staff gather information on local industries and areas of growth when looking for and applying for grants. This report provided labor market information. Staff invited the Board to provide input for the report, if any. Staff will work with Madera County Economic Development Commission to link the 2 websites so that the data is easily found by the community.

Nichole Mosqueda moved to approve the reports as presented, seconded by Omair Javaid.

Vote: Approved – unanimous

Yes: Aaron Chambers, Brett Frazier, Chuck Riojas, Darren Rose, Donald Foster, Dr. Lucia F. Robles, Joe Perez, Jorge DeNava, Lanie Suderman, Laura Gutile, Michelle Brunetti, Nichole Mosqueda, Omair Javaid, Robert Poythress

8.0 Information Items

8.1 Madera County Workforce Investment Corporation (MCWIC) Update

Information provided within the agenda packet.

8.2 National Workforce Development Month

September is National Workforce Development Month. Staff have planned a Workforce Development Professionals Day on September 1, 2023, and will celebrate Workforce Professionals annually in September. There will be a full day of staff development activities and planning for the coming year. Staff will receive logo engraved polo shirts. A marketing campaign focusing on Workforce Development Month has been planned and will include First Job Friday posts and Workforce Wednesday posts. First Job Friday will feature WDB members and what their first jobs were. Workforce Wednesday posts will feature line staff and resources. WDB members were invited to attend.

8.3 Small Business Development Center (SBDC) Ribbon Cutting Event

Information provided within the agenda packet.

8.4 EDD Funds Utilization Status Report for Period Ending March 31, 2023, for Program Year 2021-22 and Program Year 2022-2023.

Information provided within the agenda packet.

8.5 Information on Weekly Unemployment Insurance (UI) Initial Claims for Madera County

Information provided within the agenda packet.

9.0 Written Communication

None.

10.0 Open Discussion/Reports/Information

10.1 Board Members

10.2 Staff

Maiknue shared information on the mini-America's Job Center of California (AJCC) at the Justice Center. This is a dedicated space inside the Justice Center. A ribbon cutting took place on July 21st. There is a fully dedicated staff member at the mini-AJCC Monday through Thursday. That staff member comes back to the office on Fridays. All AJCC services are provided at the Justice Center by this employee. The mini-AJCC contract covers a 3-year time period. Information on the Wildfires National Dislocated Worker Grant (NDWG) was provided. The grant was specific to the Creek fires. The grant provided \$300,000 in funds. \$218,000 was dedicated to temporary worker salaries for participants who cleaned up the various worksites around Whiskey Falls and the Beasore Medows Area. The work was initially delayed due to the weather, but the grant was extended and will end in December 2023. A letter in support of funding for Madera Community Hospital was submitted on behalf of the WDB. There was no time to agendize the letter due to its short turn-around deadline. It was requested that staff forward the letter to Secretary Ghaly as well. Staff will research his contact information and provide it if possible.

11.0 Next Meeting

October 19, 2023

12.0 Adjournment

Meeting adjourned at 4:19 p.m.

		DERACO DRKFO STMENT CORP	RCE
	Age	enda Item 8.3	
	Consent	☐ Action	⊠ Information
To: From:	Madera County Workford Maiknue Vang, Executive	•	oration
Date: Subject:	October 26, 2023 Workforce Development	Apprenticeship Pro	ofessional (WDAP) Program

Information:

We have 2 staff participating in an online Workforce Development Apprenticeship Program (WDAP). This apprenticeship opportunity is provided through the Kern County Employers' Training Resource (ETR), in partnership with the California Workforce Association (CWA), Butte County Office of Education, and California State University, Sacramento, College of Continuing Education.

The WDAP is funded under the Chancellor's Office of the California Apprenticeship Initiative. The program involves 144 hours of in-person and online classroom training, which will be held during working hours and 2080 hours of On-the-Job Training, which must be completed within 18 months of the last day of class. During the last course of the WDAP, each participant will be required to collaborate within a team to present a Workforce Development Professional Capstone Project, which benefits the local workforce development area.

Each participant is required to attend every class and pass each course. Upon the successful completion of the WDAP, each participant will receive the California State University, Sacramento - Workforce Development Professional Certificate issued from the California Apprenticeship Council, which is an industry recognized credential, and an increase in their annual salary of 5%.

The WDAP is aimed at strengthening skills of workforce professionals and providing opportunities of advancement within the Workforce System. The WDAP is taught by leaders in the workforce development industry with subject matter expertise; ensuring that the System has high quality standards for upskilling workforce development professionals.

Financing:

Workforce Innovation and Opportunity Act



Workforce Development Apprenticeship Professional (WDAP) Program KIM Bakersfield Cohort II – 2023–2024 Course Schedule

Kern, Inyo & Mono Counties (KIM) Workforce Development Board, Workforce Development Board of Madera County, Garden Pathways, Inc. (CBO), The Open Door Network (CBO), San Juaquín County WorkNet, and Workforce Investment Board of Tulare County

	October 16, 2023 Orie	ntatior	n – November [,]	1, 2023 – April 4, 2024 Progra	m	
	Orientation Presenters & Facilitat	ors		Date	Time	Location
	me by CWA, KIM-WDB & Sacramento State's College of Presenters & Facilitators: Ion Anderson, JOURWDP, Deputy Director, California Wor Xue Lor, Program Analyst, CWA Paulo Pinto, Ed.D., Senior Program Management S	kforce A	ssociation (CWA)	Mon., Oct. 16, 2023	1 – 3 pm	Virtual Zoom https://csus.z oom.us/j/831 <u>79327808</u>
WDP	Course Title	Hours	Instructor	Day(s) & Date(s)	Time	Location
101	The Future of Workforce Development	8.0	Bob Lanter	Wed., Nov. 1, 2023	8:00 am – 5:00 pm	Virtual
102	The Art & Science of Leadership	16.0	Nicole Welch	Tue. & Wed., Nov. 7 & 8, 2023	8:00 am – 5:00 pm	Virtual
108	Relationship Development & Negotiation Skills	12.0	Bob Lanter	Tue., Nov. 14, 2023 Wed., Nov. 15, 2023	8:00 am – 5:00 pm 8:00 am – 12:00 pm	Virtual
104	Service Excellence	8.0	Julie Davis-Jaffe	Tue. & Wed., Nov. 28 & 29, 2023	8:00 am – 12:00 pm	Virtual
109	Business Engagement & Sector Strategies	12.0	Patti Castro	Wed. & Thu., Dec. 6 & 7, 2023	8:00 am – 3:00 pm	Virtual
106	Managing Successful Projects	16.0	Gary Slavit	Mon. & Tue., Dec. 11 & 12, 2023	8:00 am – 5:00 pm	Virtual
103	Communicating for Results	8.0	David Agran	Tue. & Wed., Jan. 16 & 17, 2024	8:00 am – 12:00 pm	Virtual
110	Career Coaching	8.0	Julie Davis-Jaffe	Wed., Jan. 24 & 31, 2024	8:00 am – 12:00 pm	Virtual

WDP	Course Title	Hours	Instructor	Day(s) & Date(s)	Time	Location
105	Building High-Performing Teams	8.0	Nicole Welch	Tue. & Wed., Feb. 6 & 7, 2024	8:00 am – 12:00 pm	Virtual
107	Facilitation Skills	12.0	Bob Lanter	Tue., Feb. 20, 2024 Wed., Feb. 21, 2024	8:00 am – 5:00 pm 8:00 am – 12:00 pm	Virtual
111	Leading Organizational Change	16.0	Nicole Welch	Tue. & Wed., Mar. 12 & 13, 2024	8:00 am – 5:00 pm	Virtual
112*	Workforce Development Professional Capstone Presentations & Graduation*	8.0*	Bob Lanter	Wed. & Thu., Apr. 3 & 4, 2024	8:00 am – 5:00 pm	Virtual

* Allocated over two days to allow the number of participants to present.

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	Age	enda Item 8.4	
	Consent	Action	⊠ Information
To: From:	Madera County Workford Maiknue Vang, Executive	· · · ·	oration
Date: Subject:	October 26, 2023 Beaudette Inc.'s One Sto 2023, through Septembe	••••	report for the period of July 1,

Information:

Beaudette Inc. is the One-Stop Operator (OSO) for our local area – a role that is required in the law and by state policy. The OSO plans, develops agendas, and facilitates monthly partner meetings in our area. The OSO provides quarterly reports on progress to the Workforce Development Board. The quarterly report for the period of 7/1/23 to 9/30/23 is attached for the Board's review.

Financing:

Workforce Innovation and Opportunity Act

Madera Workforce Assistance Center AJCC Q1 23-24 Report:

Report created by One Stop Operator, Gary Beaudette of Beaudette Consulting Inc.

The Madera Workforce Assistance Center Partnership convenes on a monthly basis. Orchestrated and guided by Beaudette Consulting Inc., these meetings aim to bring all AJCC partners to the table. This forum fosters collaboration, communication, and coordination among stakeholders. It is designed to optimize the performance of the AJCC, to ensure the delivery of holistic workforce services to job seekers, employers, and the community at large.

Madera County Partners:

California Indian Manpower Consortium, Inc.Madera County Workforce Investment CorporationCentral Valley Opportunity CenterMadera Unified School District Madera Adult SchoolHousing Authority of Madera CountyReading and BeyondJob CorpsState Center Adult Education ConsortiumMadera Community College CenterState of California Department of RehabilitationMadera County Department of Social ServicesState of California Employment Development DepartmentMadera County Economic Development CommissionState of California Employment Development Department

1. Aligning and Integrating Programs

2. Increasing Demand Driven Skills Attainment 3. Increasing Upward Mobility for all Californians

Partner Meetings:

The purpose of our meetings is to get all partners aligned to a shared vision, enhance crossagency communication flow, and accomplish our objectives and goals.

- We met on the following dates this quarter:
 - o July 12, 2023
 - o August 9, 2023
 - o September 11, 2023

The Aims of AJCC Meetings Include:

- 1. Information Sharing: Partners offer updates concerning their distinct programs, activities, and services, which enrich the entire workforce development ecosystem.
- 2. Challenge Identification: Bottlenecks, hurdles, or issues affecting the AJCC or service delivery are openly discussed.
- 3. Solution Formulation: A collaborative effort to pinpoint and execute strategies for overcoming identified challenges.

- 4. Activity Alignment: Coordination among partners to mitigate service overlap, optimize resource allocation, and guarantee streamlined service delivery.
- 5. Outcome Review: Analysis of performance metrics and outcomes to align with predetermined goals.
- 6. Initiative Planning: Strategic discussions regarding the inception of new programs or projects to boost regional workforce development.
- 7. Policy Discussion: Conversations around impending legislative changes or policy shifts that could influence workforce development.
- 8. Feedback Collection: Constructive critiques and suggestions are welcomed to refine AJCC operations.
- 9. Inclusivity and Equality: Addressing matters pertaining to equity, diversity, and community-wide accessibility of services.
- 10. Resource Leverage: Identifying avenues for mutual benefits through resource, partnership, and funding opportunities.

Q1 Highlights:

- Steadfast unity among partners as we navigate post-pandemic recovery and adjust to evolving circumstances
- Partners sharing job opportunities.
- Culture of mutual assistance within the partnership.
- Safe environment to express ideas or ask for help.

Opportunities:

- Attendance: Ensuring all key decision-makers from partner agencies are present
- Business Outreach: Actively engaging local businesses in identifying skill requirements and business service needs
- Consulting: Leverage the One-Stop-Operator for problem-solving, continuous improvement methods such as Six Sigma, and best practices in industry training
- Performance Data Submission: We continue to collect Key Performance Indicators from each agency. This data aids in setting and reviewing performance and goals, helping the AJCC identify challenges and successes

Strategy and Approach Moving Forward into Q2 for Fiscal Year 23/24

- Define:
 - o Compliance with CA state/WIOA requirements
 - o Define AJCC Collective Goals
 - Set internal goals for each partner agency
 - o Define Partner Services Current State
 - o Identify and define problems or challenges for any or all partners
 - o Understand client/customer needs and expectations
- Measure:
 - Compliance to State / WIOA Requirements
 - Performance against AJCC objectives
 - Sustained performance monitoring
- Analyze:
 - o Disparities between current state and goals
 - o Opportunities to close the gaps
 - o Evaluate current methods for inefficiencies or improvement potential
 - New opportunities for continuous improvement
- Improve:
 - o Formulate action plans
 - o Test potential solutions
- Control / Sustain:
 - o Standardize effective practices
 - o Succession strategy
 - Cross-functional training
 - o Implement the PDCA Continuous Improvement Cycle

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		Agenda Item 8.5	
	Consent	☐ Action	⊠ Information
To: From:	Madera County Wo Maiknue Vang, Exe	orkforce Investment C ecutive Director	Corporation
Date: Subject:	October 26, 2023 Workforce Assista	nce Center Quarterly	Resource Fairs

Information:

The Workforce Assistance Center will host quarterly resource fairs to showcase community and partner agencies. Attendees will have the opportunity to tour the Center and learn about programs and resources that will assist them with education, training, support service, and employment opportunities.



Financing:

Workforce Innovation and Opportunity Act



QUARTERLY RESOURCE FAIR

Wednesday, October 25, 2023 10:00 am - 1:00pm 2037 W. Cleveland Ave., Madera

Come tour the Center and learn about programs and resources that will assist with education, training, employment, and other opportunities.



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	Ag	enda Item 8.6	
	Consent	Action	☑ Information
To: From:	Madera County Workfo Maiknue Vang, Executiv	•	oration
Date: Subject:	October 26, 2023 Valley Community SBD	C Business Worksh	ops

Information:

In partnership with Valley Community Small Business Development Centers (SBDC), we will be hosting a series of business workshops here at the Center. The first workshop, *The Basics of Starting a Successful Small Business*, is scheduled for October 25, the second workshop, *Creating the Best Business Plan*, is scheduled for November 1, and the third workshop, *The Basics of Business Financing*, will be scheduled for November 9. These workshops are provided at No Cost and are open to any entrepreneur, small business owner, or individual interested in this path. Please feel free to share with your networks.

Financing:

Workforce Innovation and Opportunity Act

AGENDA ITEM 8.6







The Basics of Starting a Successful Small Business

Buckle up as we reveal tips, techniques, and examples of how you can keep your business profitable and thriving during this FREE workshop

Date: October 25, 2023 Time: 5:30-7:30 PM 2037 W. Cleveland Ave, Madera, CA 93637

Equal opportunity employer/program. Auxiliary aids and services available upon request to individuals with Disabilities.

Register Here!

https://bit.ly/MaderaBusinessStart



Funded in part through a Cooperative Agreement with the U.S. Small Business Administration and a Grant with the Governor's Office of Business and Economic Development. All opinions, conclusions, and/or recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the SBA of the Governor's Office of Business and Economic Development. Reasonable accommodations for persons with disabilities will be made if requested at least two weeks in advance. Contact the California SBDC closest to you. Contact your local SBDC. This no cost workshop is open to any entrepreneur or small business owner. Please feel free to share with any interested parties in your network!



CREATING THE BEST BUSINESS PLAN...FOR YOU! FREE WORKSHOP REGISTER https://bit.ly/maderabusinessplan

- What is a Business Plan
- **Types of a Business Plans**
- Sources of Assistance Available

Nov 1, 2023 5:30-7:30 PM

Workforce Development **Board of Madera County** 2037 W. Cleveland Ave. Madera, CA 93637

This no cost workshop is open to any entrepreneur or small business owner. Please feel free to share with any interested parties in your network!

> Equal opportunity employer/program. Auxiliary aids and services available upon request to individuals with Disabilities















Funded in part through a Cooperative Agreement with the U.S. Small Business Administration and a Grant with the Governor's Office of Business and Economic Development. All opinions, conclusions, and/ or recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the SBA of the Governor's Office of Business and Economic Development.





FREE WORKSHOP

REGISTER

https://bit.ly/MaderaBusinessFinance

and More!

Date: November 9, 2023 Time: 5:30pm - 7:30 pm Workforce Development Board 2037 W. Cleveland Ave. Madera, CA 93637



5











Equal opportunity employer/program. Auxiliary aids and services available upon request to individuals with Disabilities.

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	Age	nda Item 8.7	
	Consent	☐ Action	⊠ Information
To: From:	Madera County Workford Maiknue Vang, Executive	•	oration
Date: Subject:	October 26, 2023 Workforce Data Presenta	ation	

Information:

WDB staff provided an LMI presentation at the last local Valley Economic Resilience Fund (CERF) meeting to help Madera stakeholders identify economic priorities that may be submitted as project ideas for CERF Catalyst funding. The Central Valley Community Foundation serves as the regional convener and fiscal lead for the Valley CERF project, and United Way is the local convener for Madera County. \$14 million of Catalyst funds are available for the Valley CERF region (Madera, Fresno, Tulare, Kings) with \$9 million available for funded projects.

<u>Financing:</u>

Workforce Innovation and Opportunity Act

Labor Market Information Data 2023

Workforce Development Board of

Madera County



AGENDA ITEM 8.7



Total Population: 159,410

Unemployment Rate: 7.0 Percent

California Unemployment Rate: 5.1 Percent

U.S. Unemployment Rate: 3.9 Percent

	la ser a	Madera C	ountv Aae	Labor Force P	articipation	ו		
	Madera County	, California			0			
	Total		Labor Force Par	rticipation Rate	Employment/P	Population Ratio	Unemploymen	it rate
Label	Estimate	Margin of Error	Estimate	Margin of Error	Estimate	Margin of Error	Estimate	Margin of Error
Population 16 years and over	120,503	±1,111	55.0%	±3.0	47.4%	±3.2	13.9%	±3.7
AGE								
16 to 19 years	9,284	±1,095	34.7%	±10.3	22.0%	±8.2	36.6%	±23.5
20 to 24 years	10,552	±893	63.5%	±9.3	52.9%	±10.5	16.7%	±10.7
25 to 29 years	9,869	±823	78.2%	±8.6	62.9%	±12.1	19.6%	±10.8
30 to 34 years	10,733	±301	53.3%	±10.8	44.1%	±11.0	17.0%	±11.3
35 to 44 years	21,215	±690	72.9%	±6.6	68.7%	±7.2	5.7%	±3.8
45 to 54 years	17,681	±609	72.2%	±5.8	61.7%	±6.7	14.7%	±9.3
55 to 59 years	8,365	±1,148	61.0%	±10.3	51.3%	±10.7	15.9%	±9.9
60 to 64 years	9,090	±1,467	52.1%	±10.2	47.8%	±10.7	8.3%	±6.6
65 to 74 years	15,174	±1,098	29.0%	±7.7	26.5%	±7.2	8.5%	±9.2
75 years and over	8,540	±298	5.3%	±3.8	4.5%	±3.7	15.2%	±27.4

54.29 % of Madera County Residents Speaks English

> 41.45% of Madera County Speaks Spanish

possess a Bachelors Degree (10.3% below national average) 22.1% of Madera residents have less than a 9th grade education

8.4 % of Madera County residents

Madera population is expected to expand more quickly than CA avg; Has a young population and high birth rate; Expected to expand at an average annual rate of 1% from 2022-2027

Retirement risk is low in Madera; 6k less than the national average based on area size

21.8% of people live below poverty California is 12.3%

Total workers who live and work in Madera: 30,551 or 19% (Total Population: 159,410)

Madera County Commute Patterns 9,859 commuters from Madera to Fresno 10,446 commuters from Fresno to Madera 1,425 commuters from Madera to Merced 1,667 commuters from Merced to Madera

Top Industry Sector Employment Gains Hospitality - 10.0% Farming - 8.3% Education - 7.7% Healthcare - 5.5% Government - 4.3%

Business Characteristics 1 - 4 employees 41.9% 5 - 9 employees 25.3% 10 - 19 employees 17.9% 20 - 49 employees 10.8% 50 - 99 employees 2.9% 100 - 249 employees 0.9% 250 - 499 employees 0.2%

Job Growth will average 2.5% annually between 2022-2025

Monthly Labor Forc	e Data fo	r Cities and	Census Des	ignated	Places (CD	P)
-		st 2023 - Pr				
	-		Ily Adjusted			
	Data N	JI Seasona	ny Aujusteu			
						-
	Labor	Employ-	Unemploy		Census	Ratios
Area Name	Force	ment	Number	Rate	Emp	Unemp
Madera County	64,700	60,100	4,600	7.0%	1.000000	1.000000
inducial county	04,100	00,100	4,000	1.070	1.000000	1.000000
Bonadelle Ranchos Madera Ra	2,600	2,500	100	2.7%	0.041281	0.014871
				5.1%	0.077097	0.055110
Chowchilla city	4,900	4,600	300			
Madera Acres CDP	4,500	4,300	200	4.6%	0.070969	0.045050
Madera city	29,200	27,200	2,100	7.0%	N/A	N/A
Oakhurst CDP	2,700	2,500	100	5.1%	0.041928	0.029742
Parksdale CDP	1,000	900	200	15.4%	0.014657	0.035136
Parkwood CDP	1,200	1,000	200	18.0%	0.015951	0.046362
Yosemite Lakes CDP	2,100	2,000	100	4.8%	0.033331	0.022452
Top Occupations	2,100	2,000	100		And a state of the	0.022432 hth-Over Change
				200		
Registered Nurses Medical and Health Services Managers First-Line Supervisors of Retail Sales Workers					86 35 33	-17 4 -6
Retail Salespersons					32	-14
Food Service Managers					30	-7
Sales Representatives, Wholesale and Manufa	cturing, Except	Technical and So	cientific Products		29 29	-1
Teaching Assistants, Except Postsecondary Heavy and Tractor-Trailer Truck Drivers					29	9 10
Maids and Housekeeping Cleaners					26	-10
Fast Food and Counter Workers					25	-6
Top Cities				Job	Postings Mor	hth-Over Change
Madera					1,116	-165
Chowchilla					139	24
Oakhurst Coarsegold					136 54	-39 -36
North Fork					22	-30
O Neals					19	0
Bass Lake					15	-2
Raymond					8	0
Wishon Ahwahnee					4	-1 -2
				lah		and the second second second
Top Employment Sectors				JOD		hth-Over Change
Health Care and Social Assistance Retail Trade					251 133	-55 -30
Private Educational Services					131	7
Accommodation and Food Services					96	-6
Manufacturing					91	0
Public Administration					78	-9
Construction Arts, Entertainment, and Recreation					39 35	0 -57 147
And, Entertainment, and Necreation					35	-57 1-77

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	NOR	REO	RCE
	VESTME	NT CORP	ORATION

Agenda Item 8.8

Consent

Action

⊠ Information

- To: Madera County Workforce Investment Corporation
- From: Maiknue Vang, Executive Director
- Date: October 26, 2023

Subject: Unemployment Insurance (UI) Claims Information

Information:

The most recent data on UI Claims for the period of September 23, 2023, through October 14, 2023, for Madera County is being provided for the Board's review.

Financing:

Workforce Innovation and Opportunity Act

AGENDA ITEM 8.8

California Unemployment Industry & Demographics Data Dashboard (Dashboard appears better when viewed in full screen mode. Click the icon in the bottom right-hand corner of screen next to download icon.)

Weekly	Initial Clair	ms by	County				Claim Type UI Claims PUA Claims
	Septem 2023 (Week End		Octobe 2023 (Week End	5			County Madera
	22	30	7	14			
County	23	00					
Madera The data provided and transitional cla	in these reports a ins. Data include	151 are the n es regula	ar Unemploy	220 itial claim co /ment Insura	ance program and fee	r claims, additional claims, deral extended benefit lid addresses in California	

From: Jason Sent: Wednesday, October 18, 2023 6:59 AM To: Jorge Subject: Testimonial Paragraph

Jorge,

I wanted to thank you and Erick for taking the time to discuss our company's workforce needs and to discuss possible job training incentives to help assist us with hiring and training for over 20 employees at our 8th location in the State of California. Our company has 165 locations and over 4,500 employees across the country. I want to commend you and the Workforce Development Board of Madera County for providing us with the most information we have received from any organization for a project in California. The On the Job Training Reimbursement Program and the Paid Work Experience can be very helpful to our company and we hope can in some way be duplicated at the approximately 20 + additional locations we are looking to expand to in California. Incentives and Job Recruitment and Training Funds for our existing California locations have been almost nonexistent. Not only will this help to speed this project to market but it has encouraged our team to commit more resources to the Madera Site to face challenges that have arisen.

I also want to commend Madera County Supervisor Bobby Macaulay who introduced us to the Workforce Development Board. His leadership is much appreciated. I was unable to participate in a Zoom Workforce Meeting that the Supervisor held on September 7, 2023 but he quickly helped to arrange a meeting with you.

Again thank you for your assistance and the work of your organization is very much appreciated. --



Jason **Contract Second Second**

