



MADERA COUNTY WORKFORCE INVESTMENT CORPORATION

A G E N D A

**December 6, 2018
2:00 p.m.**

Meeting will be held at:

***Workforce Assistance Center
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 and only one speaker per subject matter.

4.0 Introductions and Recognitions

5.0 Adoption of Board Agenda

6.0 Consent Calendar

6.1 Consideration of approval of the Madera County Workforce Investment Corporation (MCWIC) meeting minutes – October 25, 2018.

7.0 Closed Session

7.1 Request for Closed Session: Public Employee Employment Pursuant to Government Code 54957 – Title of Position: MCWIC Executive Director

8.0 Action Items

- 8.1 Consideration of approval of the compensation package for the MCWIC Executive Director.
- 8.2 Consideration of approval of the Request for Proposals (RFP) document, process and timeline for MCWIC Insurance Services.
- 8.3 Consideration of approval of the Request for Proposals (RFP) document, process and timeline for MCWIC Legal Services.
- 8.4 Consideration of approval to obtain quotes for a new phone system per EDD WSD17-18 Procurement of Equipment and Related Services directive and submit quotes to the State and the Board for final approval.

9.0 Information Items

- 9.1 Workforce Development Board (WDB) of Madera County Update
- 9.2 MCWIC Year-to-Date Financial Reports Update for the Period Ending October 31, 2018
- 9.3 Program Update
- 9.4 Facilities Update
- 9.5 MCWIC Employee Handbook Update

10.0 Written Communication

11.0 Open Discussion/Reports/Information

- 11.1 Board Members
- 11.2 Staff

12.0 Next Meeting

January 24, 2019

13.0 Adjournment



MINUTES

October 25, 2018

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

PRESENT: Debi Bray, Gabriel Mejia, Lindsay Callahan, Mattie Mendez, Mike Farmer
ABSENT: Bob Carlson, Zaven Kalebjian, Roger Leach, Robyn Smith
GUEST: Elizabeth Millan, Erick Flores, Scott Miller
OTHERS: Gail Lopez, Jessica Roche, Nicki Martin, Sarahi Cuellar, Tracie Scott-Contreras

1.0 Call to Order

Meeting called to order at 2:10 p.m. by Chair Debi Bray.

1.1 Pledge of Allegiance

2.0 Additions to the Agenda

None.

3.0 Public Comment

None.

4.0 Introductions and Recognitions

Tracie Scott-Contreras introduced Erick Flores and Elizabeth Millan to the Board. Erick is a Business Specialist and has been with the Workforce Investment Corporation (MCWIC) for approximately 4 months. Elizabeth is a Career Specialist and has been with MCWIC for approximately a month. Elizabeth worked previously with Central Valley Opportunity Center and Reading and Beyond.

5.0 Adoption of Board Agenda

Mattie Mendez moved to adopt the agenda, seconded by Gabriel Mejia.

Vote: Approved – unanimous

Yes: Debi Bray, Gabriel Mejia, Lindsay Callahan, Mattie Mendez, Mike Farmer

6.0 Consent Calendar

6.1 Consideration of approval of the Madera County Workforce Investment Corporation (MCWIC) meeting minutes – September 27, 2018.

Lindsay Callahan noted that Roger Leach's last name is misspelled on the minutes within the motion for item 10.1. Staff will correct the minutes.

Lindsay Callahan moved to approve the minutes with the correction to Roger Leach's name, seconded by Gabriel Mejia.

Vote: Approved – unanimous

Yes: Debi Bray, Gabriel Mejia, Lindsay Callahan, Mattie Mendez, Mike Farmer

7.0 Closed Session

Lindsay Callahan moved to close open session and go into closed session at 2:16 p.m., seconded by Mattie Mendez.

Vote: Approved – unanimous

Yes: Debi Bray, Gabriel Mejia, Lindsay Callahan, Mattie Mendez, Mike Farmer

7.1 Request for Closed Session: Public Employee Employment Hiring Process Pursuant to Government Code 54957 – Title of Position: MCWIC Executive Director

a. Closed Session Report-out by MCWIC Chair

Open session reconvened at 2:49 p.m. Debi Bray reported that there were no reportable actions taken in closed session.

8.0 Action Items

8.1 Consideration of approval of the revised MCWIC Executive Director Job Description

Lindsay Callahan moved to approve, seconded by Mike Farmer.

Vote: Approved – unanimous

Yes: Debi Bray, Gabriel Mejia, Lindsay Callahan, Mattie Mendez, Mike Farmer

8.2 Consideration of approval of the revised exempt staff salary schedule.

Staff provided the exempt and non-exempt salary schedules. The only change to the schedules was the revised rate for the Executive Director. The new range is \$101,000 to \$115,000 per the ad hoc committee recommendation.

Mattie Mendez moved to approve, seconded by Gabriel Mejia.

Vote: Approved – unanimous

Yes: Debi Bray, Gabriel Mejia, Lindsay Callahan, Mattie Mendez, Mike Farmer

8.3 Consideration of approval of the MCWIC year to date financial reports for the quarter ending September 30, 2018.

The budget and expenditures are on track. Expenditures for trainings have increased since July 1, 2018 due to staff ramping up training expenses and also due to the Workforce Development Board increasing the limits on certain training activities. The newest options for trainings are Transitional Job Trainings (TJT) which was created with WIOA. Staff are starting to utilize that for special populations through grants. TJT allows part time, subsidized employment while participants are in other activities. The incumbent worker training is new training being used in Madera. The reports provided are grouped by funds that shows where we're at related to budget for each grant for each quarter of the year. There is nothing out of the ordinary when comparing expenditures to budget. We are in the process of getting an extension on DEA grant which was due to close at the end of December. Madera received an extension through the end of March, 2019. This will allow us to expend the work-based learning funds before the end of the grant. Jessica Roche, Fiscal manager, stated that there have been more expenditures for facility repairs than anticipated. When unexpected issues come up, staff obtain prior approval from the partners since this will cause expenses above and beyond what was budgeted. Jessica asked the board for their input as to how they preferred to view the quarterly report actual details. Information can be provided to include year to date totals are just the quarter's information. The Board preferred to receive the information broken out by most recent quarter actual details. For December, the Board will see October, November and December details along with year to date information.

Mattie Mendez moved to approve, seconded by Mike Farmer.

Vote: Approved – unanimous

Yes: Debi Bray, Gabriel Mejia, Lindsay Callahan, Mattie Mendez, Mike Farmer

9.0 Information Items

9.1 Presentation by Circles USA

Lindsay Callahan provided some information on Circles USA. Circles USA works nationwide with local organization and many United Ways to reduce poverty. Their strategy is relational and individualized but also systemic. Scott Miller, provided a presentation on Circles USA. Tracie Scott-Contreras, Interim Executive Director stated that she would take Circles USA information to the Workforce Development Board.

9.2 Workforce Development Board (WDB) of Madera County Update

Information provided within the agenda packet.

9.3 Program Update

Staff are continuing to see individuals with significant barriers. MCWIC will apply for the next round of Disability Employment Accelerator (DEA) grant funds.

9.4 Employee Handbook Review by Legal Counsel Update

Staff have submitted the employee handbook to legal counsel and are waiting to hear back from them and will provide an update to the Board once they receive input from counsel.

9.5 Insurance Services and Legal Services Procurements Update

Staff are currently preparing procurements for health and legal services. It will be important that any organization submitting a proposal have non-profit experience. Insurance procurements will include health and business insurances. The procurements should be ready to go shortly after the beginning of next year. Staff will prepare and bring the documents to the Board for review. Staff will post and review any proposals received and provide a recommendation to the Board for their consideration.

9.6 MCWIC Representation on the Workforce Development Board of Madera County Update

The Workforce Board approved Debi Bray's and Mattie Mendez's applications at their October 18th board meeting. Staff will forward the applications to the Board of Supervisors for appointment.

9.7 Executive Director Ad Hoc Committee Update

No new updates at this time.

9.8 Facilities Update

A parking permit system will be implemented to help with the parking in front of the building. Center staff will be issuing parking passes to anyone spending more than an hour at the Center. Visitors will be asked to use the parking stalls farther away from the front of the building as designated in a map provided by the complex manager. Customers will not be parking in the back of the building. There have not been any additional complaints about parking.

10.0 Written Communication

None.

11.0 Open Discussion/Reports/Information

11.1 Board Members

None.

11.2 Staff

Tracie Scott-Contreras spoke about the local and regional forums taking place for the update to the local and regional workforce plans. Reading and Beyond has participated in some of the meetings. Staff are considering a membership with the National Council of Non-Profits.

12.0 Next Meeting

December 6, 2018

13.0 Adjournment

Mattie Mendez moved to adjourn the meeting at 3:53 p.m., seconded by Lindsay Callahan.

Insurance Brokerage Services

REQUEST FOR PROPOSAL

**Madera County Workforce Investment Corporation
 2037 West Cleveland Avenue
 Madera, CA 93637
 (559) 662-4500**

Issue Date	
Deadline for Submissions	
Jessica Roche, Fiscal Manager E-mail: jroche@maderaworkforce.org Fax: (559) 673-1794	
<p>Technical Assistance: Written questions only, except for oral questions at bidders' conference. For fastest service, please use e-mail or fax. Questions and answers will be available to bidders' by e-mail or for pick up at the Madera County Workforce Investment Corporation. Questions may not be answered in the order received.</p>	

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Insurance Brokerage Services application for the Madera County Workforce Investment Corporation

DEADLINE AND TIMEFRAME FOR INITIAL SUBMISSION

An original proposal, five (5) hard copies of each proposal, and one (1) electronic copy on a CD-Rom or USB flash drive (Microsoft Word or Excel format as appropriate) of each proposal must be submitted in a sealed container, labeled on the outside with the name of your agency and the proposed activity. **Proposals not in a sealed package will be rejected.**

The original must be marked as "Original" and must bear the actual "wet" signature(s), in **blue ink**, of the person(s) authorized to sign the proposal. An agency representative who has contract binding authority must sign the proposal. All costs shall remain firm for at least 60 days from the closing date for submitting proposals.

All proposals must be received in the administrative office of the Madera County Workforce Investment Corporation (MCWIC) on or before **4:00 p.m., January 31, 2019.** Send or deliver to:

Jessica Roche, Fiscal Manager
Madera County Workforce Investment Corporation
2037 West Cleveland Avenue
Madera, CA 93637

This deadline applies to all methods of submittal, whether hand-delivered or mailed, to the MCWIC administrative office. **NOTE:** Faxed copies of proposals will **NOT** be accepted. Deposit of a proposal into the mail, or delivery to a different person or address, **does not** constitute proposal submission unless the proposal is, in fact, received and stamped by the MCWIC administrative office on or before the deadline. Persons who hand-deliver proposals will be issued a receipt. Late proposals will not be accepted. The MCWIC reserves the right to determine the timeliness of all proposal submissions. Timely submission of proposals is the sole responsibility of the bidder.

Technical assistance questions must be submitted in writing only. All questions should be directed to Jessica Roche, Fiscal Manager, at the address listed above, via facsimile to 559-673-1794, or via e-mail to jroche@maderaworkforce.org.

The deadline for submission of questions is **4:00 p.m. on January 15, 2019**. All questions will be answered in writing only via email and will be posted on our website at www.maderaworkforce.org. Questions may not be answered in the order they are received.

Tracie Scott-Contreras, Interim Executive Director

Competitive Procurement Time Table				
Activities		Responsible Party	Date	Time/Place
1	Release of Request for Proposals	MCWIC Staff	12/7/18	By 5:00 pm MCWIC 2037 W. Cleveland Ave. Madera, CA 93637
2	Mandatory Bidders' Conference	MCWIC Staff	12/19/18	At 10:00 am MCWIC 2037 W. Cleveland Ave. Madera, CA 93637
3	Deadline for Submission of Questions	Bidder	1/15/19	By 4:00 pm MCWIC 2037 W. Cleveland Ave. Madera, CA 93637
4	Submission of Proposal	Bidder	1/31/19	By 4:00 pm MCWIC 2037 W. Cleveland Ave. Madera, CA 93637
5	Board Review & Award Recommendation	MCWIC Board	2/28/19	By 5:00 pm MCWIC 2037 W. Cleveland Ave. Madera, CA 93637
6	Panel Review for Responsiveness and Quality	MCWIC Staff	3/1/19	MCWIC 2037 W. Cleveland Ave. Madera, CA 93637
7	Preliminary Award Announcement	MCWIC Staff	3/8/19	By 5:00 pm Posted on Website/email
8	Written Protest Due	Bidder	2/22/19	By 5:00 pm MCWIC 2037 W. Cleveland Ave. Madera, CA 93637
9	Protest Hearing – If Necessary	MCWIC Executive Director	TBD	TBD
10	Award of Contract	MCWIC	3/28/19	By 5:00 pm Posted on Website/email
11	Contract Negotiations	MCWIC Staff	By 4/1/19	MCWIC 2037 W. Cleveland Ave. Madera, CA 93637

SECTION I: INTRODUCTION

A. Request for Proposals Overview

The MCWIC is seeking an experienced, responsible, capable and professional firm to serve as the Property & Casualty Insurance Consultant/Broker of Record. The broker will work directly with the MCWIC on all renewal strategies, placements, and serve in an advisory capacity for claims. The successful broker will assume immediate responsibility for marketing the various insurance placements and providing services that insure that MCWIC is being serviced at the highest level of quality while employing an expected level of fiscal responsibility. Proposals will be evaluated to ascertain which proposer best meets the needs of MCWIC.

B. Selection of Vendor

The primary consideration in selecting a broker to deliver services will be an evaluation of the applicant's past experience in providing the services being requested, or similar services, cost reasonableness (if applicable) and administration and oversight of such services.

All proposals will receive equal consideration and determinations will be based upon the applicant's history and experience in providing the proposed services outlined in Section II - Scope of Services.

Selection of vendor documentation will be held in compliance of procurement standards outlined in the Office of Management and Budget 2 CFR 200.318-323, et seq.

The bidder must comply with all federal, state, and local laws applicable to its business and remain in compliance throughout the term of service under this RFP. The broker will maintain, in full force and effect, all policies, certification and licensures applicable to its business from the submission of the bid through the term of the service.

C. Term of Services

The term of the services will be from April 1, 2019 to June 30, 2020, with options for up to four (4) additional years of services, for a term not to exceed five (5) years.

Approval of the vendor services contract is contingent upon final MCWIC approval, and continued funding from the United States Department of Labor and the State of California.

D. Solicitation

The MCWIC reserves the right to extend the submission deadline if such action is in the best interest of the MCWIC. In the event the deadline is extended, bidders have

the right to revise their proposals.

The MCWIC reserves the right to make changes to the policies contained in this RFP based on changes and/or clarifications in the regulations, state legislation, local policy, or other guidance provided by the state or federal government.

The MCWIC makes no representation that any contract will be awarded to any offer responding to this RFP.

The MCWIC reserves the right to request additional information or documentation.

Proposals shall be reviewed and rated as submitted. The bidder may make no changes or additions after the deadline for receipt of proposals.

The MCWIC reserves the right to verify all information in the proposal. If the information cannot be verified, and if the errors are not willful, the MCWIC reserves the right to reduce the rating points awarded.

This RFP was developed pursuant to 20 CFR Part 679, et al, the Workforce Innovation and Opportunity Act Final Rule, and the Workforce Innovation and Opportunity Act of 2014.

E. Issuing Broker/Authorized Contact

This RFP has been issued by the MCWIC. The authorized representative of the MCWIC shall be the bidder's sole point of contact with regard to this RFP, its content, and all issues concerning it.

Contact information for the authorized representative for this RFP is identified on page 3. This person will be the primary point of contact for discussion or information pertaining to this RFP. Contact with any other MCWIC staff or board members for the purpose of discussing this RFP, its content, or any other issue concerning it, is prohibited unless approved by the authorized representative. Violation of this clause, by the bidder having unauthorized contact (verbally or in writing) with such other MCWIC staff or board members, may constitute grounds for rejection by the MCWIC of the bidder's proposal.

The above stated restriction on bidder contact with MCWIC staff or board members shall apply until the MCWIC has awarded and signed a contract with a provider of service(s).

F. Technical Assistance

Request for technical assistance may be made only in writing, either by U.S. Mail, fax at (559) 673-1794 or **preferably by e-mail to jroche@maderaworkforce.org**.

The MCWIC advises that prospective bidders should periodically check the MCWIC

website www.maderaworkforce.org for modification to the bid documents or questions and answers (Q&A) issued relating to this RFP.

It shall be the bidder's sole responsibility to inquire as to whether any Q&A and/or addenda to this RFP have been issued.

G. Best Value Evaluation Process

Cost is an important factor in the evaluation process, but the MCWIC is not obligated to accept the lowest cost response. At the MCWIC's discretion, considerations other than price may factor into a decision as to which services (and product, if applicable) provide the best value to the MCWIC. Such considerations may include:

- Qualifications of key staff
- Relevant project experience
- Environmental considerations
- Value added services
- Any other relevant factors listed in the solicitation

H. Proposal Review and Evaluation Process

The proposal review process will include the following activities to ensure the MCWIC procurement system meets required standards:

1. Awards are to be made to bidder(s) possessing the demonstrated ability to perform successfully under the terms and conditions of this proposal.
2. Bidders may be invited, at the discretion of the MCWIC, to answer specific questions; general presentations will not be permitted.
3. All proposals will be reviewed, scored and ranked. The selection of a proposal is to be made through a two (2)-phase process.
 - a. Phase I: MCWIC staff will initially evaluate each proposal for acceptability, with emphasis placed on responsiveness to the RFP specifications and to the degree to which the proposal meets the format specifications outlined in Section IV of this RFP.

Note: proposals that do not conform to the format identified in this RFP may not be considered for award.

- b. Phase II: A rating team will evaluate for acceptability all proposals forwarded from MCWIC staff for consideration, with emphasis placed on the proposal's ability to meet the requested performance and costs that are reasonable, allowable, necessary, and competitive as measured by the review of the cost structure and in comparison to all other proposals. All proposals will be scored on a 100- point scale and must receive a minimum rating of 70 points to be considered for funding.

I. Rating Criteria

Proposals will be evaluated on the following technical criteria:

Experience and Qualifications

This category will evaluate the bidder's experience in providing the requested services, or similar services.

- a. Overview of business, background information, including date established;
- b. Capabilities and experience in providing the requested services, or similar services;
- c. Experience in working with other non-profit/social service agencies;
- d. Quality of past or present services performed by the broker (to be rated by one of the brokers references).
- e. Willingness of the broker to perform and obtain competitive pricing for reference on a year-to-year basis (to be rated by one of the broker's references)
- f. Broker Fee(s)

In the event there is a tie between two (2) or more bidders and at least one (1) of the bidders is a local business, the contract will be awarded to the local business. A local business is defined as a business that has a physical location in Madera County.

Funding recommendations will be presented to the MCWIC Board for award consideration. The MCWIC Board will make all final decisions.

J. Failed Competition

The MCWIC reserves the right to reject any or all proposals when they are not responsive to the specifications of this RFP. Competitive negotiation requires that at least three (2) responsive proposals for the same scope of services be received in response to this RFP. A competition is considered failed if two (1) or less responsive proposals are received, or if two (1) or less proposals received the minimum 70 point required score. If a competition has been declared failed, the MCWIC then has the option to re-compete the procurement or enter into a sole-source procurement.

K. Appeals Process

If a bidder has submitted a proposal and is not recommended during the review process, the bidder may appeal the recommendation to the MCWIC. Appeals may not dispute the particular score received by the petitioning bidder, or the scores assigned to a competing bidder. The scores given by the rating panel are final and are not subject to question by an appealing bidder. An appealing bidder may appeal the recommendation of the evaluators if it can show that any substantial portion of the MCWIC-approved RFP process has not been followed.

All appeals must be submitted in writing to the MCWIC within five (5) working days of the notification of refusal. All appeals are to be addressed to Tracie Scott-Contreras, Interim Executive Director. Only appeals that cite the specific section(s) of the RFP that have been violated will be considered. Once reviewed by the Interim Executive Director for merit, the appeal will be elevated to the MCWIC. Appeals received after the established deadline will not be accepted.

The decision made by the MCWIC as to which proposal(s) are selected will be final.

L. General Proposal Conditions

1. The format in which the proposals are to be submitted is included in this package. Proposals that do not conform to this format will be rejected by the MCWIC.
2. The bidder certifies, by submission of a proposal, all specifications listed in this RFP will be met and further understands that these specifications may become part of the provision of services, should the proposal be awarded.
3. The MCWIC will only accept proposals for the service(s) requested. Proposals submitted for services not included in this RFP will be rejected.
4. The proposal submitted in response to this solicitation is not a legally binding document; however, the contract based on the proposal after negotiation becomes legally binding once both parties have signed it. All proposals submitted become the exclusive property of the MCWIC.
5. All responses received are subject to the "California Public Records Act". While the MCWIC takes every measure permissible to keep all "proprietary information" identified, Bidders are asked to label the information "PROPRIETARY" and enclose it in a separate envelope marked as such.
6. No funds provided under this RFP shall be used, or proposed for use, to encourage or induce the relocation of an establishment, or part thereof, that results in a loss of employment for any employee of such establishment at the original location.

M. Costs Incurred by Bidders

All costs of the proposal preparation shall be borne by the bidder. The MCWIC shall not, in any event, be liable for any pre-contractual expenses incurred by bidders in the preparation and/or submission of the proposal. The proposals shall not include any such expenses as part of the proposed budget.

N. Accuracy and Completeness

The proposal must set forth accurate and complete information as required in this RFP. Unclear, incomplete, and/or inaccurate documentation may not be considered for contract award. Falsification of any information may result in disqualification.

O. Withdrawal of Proposals

Proposals may be withdrawn by written request of the authorized signatory, on the bidder's letterhead, at any time prior to the scheduled deadline for receipt of the proposals.

P. Standing of Bidder

Regardless of the merits of a submitted proposal, a bidder may not be recommended for funding if it has a history of agreement non-compliance with the MCWIC or any other funding source; poor past or current service performance with the MCWIC or any other funding source; or current disputed or disallowed costs with the MCWIC or any other funding source.

The MCWIC will not enter into an agreement with any entity not in good standing with the California Secretary of State.

SECTION II: SCOPE OF SERVICES

A. Requested Services

The MCWIC is seeking an experienced, responsible, capable and professional firm to serve as the Property & Casualty Insurance Consultant/Broker of Record for the following insurance coverage listed below:

- General Liability Insurance
- Property Insurance
- Director's and Officers' Liability and Employment Practice Liability Insurance
- Hired/Non-Owned Auto Coverage Insurance
- Professional Liability Insurance

The successful bidder will be required to provide all services of an insurance broker in administering the above policies.

The bidder shall include the following information, outlined on the Proposal Worksheet (page 17), in their proposal. Failure to do so will disqualify the bidder.

B. General Information Requirements:

1. Provide the name of the broker, address, phone number, and contact person.
2. Provide a copy of the Broker's License.
3. Describe the background of the broker/agency to include:
 - The number of years in service;
 - Number of employees;
 - Insurance provided;
 - Dollar amount of the insurance in force and the qualifications of staff.
4. Provide three (3) references for whom the broker has provided similar insurance services, preferably non-profit agencies.
5. Describe the services the broker will perform and broker fees charged.
6. Describe additional services and products offered.
7. Describe any additional services or training provided at no additional cost.

Examples of service to be provided at minimum:

- Process claims for each coverage.
- Review renewal coverage annually, contact insurance companies, obtain price proposals and submit them to MCWIC for approval.
- Provide annually packet of all renewed/new policies and review any changes/updates noted within policies.
- Obtain additional or reduce insurance coverage at the request of MCWIC.
- Provide proof of insurance to third parties at the request of MCWIC.

- Add additional insured to policy at the request of MCWIC.
- Any other services relating to the administration of the policy.

C. Insurance Information Requirements:

8. Provide the name of the carrier recommended for each policy and its reputation in the industry. The insurance carrier must not be rated less than “A-VII” in “A.M. Best’s Insurance Rating Guide.”
2. Provide a summary of coverage that will be provided. At minimum, the coverage must meet the requirements stated in Exhibit A.

D. Invoicing:

The MCWIC will pay its premiums, and all related fees and costs for insurance coverage through the insurance broker.

SECTION III: AGREEMENT REQUIREMENTS

A. General Agreement Conditions

Should your agency be selected, you will then complete contract negotiations. In order for an agreement to be executed, you must meet certain requirements with the MCWIC. These requirements include, but are not limited to:

1. All agencies are required to be an Affirmative Action/Equal Employment Opportunity Employer (AA/EEO) as defined by the WIOA Section 188 and the implementing regulations. If selected for funding, an agency may be required to submit its AA/EEO plan. Agencies without an approved plan may adopt the MCWIC's AA/EEO plan.
2. An authorized official of the proposing agency must sign the agreement.

B. Contract Negotiations

Should your agency be selected, you will then complete contract negotiations. In order for a contract to be executed, you must meet certain requirements with the MCWIC.

All contracts will be effective on a date specified, or on the date the final contract is signed. All contractors must be able to provide services within 30 days of the beginning of the contract period.

The contract offer of the MCWIC may contain additional terms or terms different from those set forth in this RFP. The MCWIC reserves the right to make changes to the policies at any time during the contract period, based on changes and/or clarifications in the regulations, state legislation, local policy, or other guidance provided by the state of federal government.

As a result of the negotiation process, the MCWIC reserves the right to:

3. Recommend appropriate action to be taken if contract negotiations fail and the contract is not finalized by the deadline date. Action may include reissuing of the RFP, recommending the next qualifying proposal or any other actions deemed reasonable or necessary as decided by the MCWIC staff or Board, as applicable. Services may not begin until execution of a formal agreement has been finalized.
4. Fund all or portions of, a proposal; and/or require that one (1) bidder collaborate with another for the provision of specific services, either prior to the execution of an agreement or at any point during the life of the agreement.
5. Use sources of funds other than the WIOA to fund all, or portions of, a bidder's proposal.

6. Require all or some collaborators identified in the proposal to become co-signatories to any contract with the MCWIC.
7. Re-negotiate provisions of the contract at the time of each annual contract renewal, up to a total of three (3) annual renewals.

C. Agreement Modifications

All agencies, if chosen to provide services, are ensuring by signing the agreement that the negotiated services provided in the agreement cannot be changed without the MCWIC's approval and a modification to the agreement. All requests for modification must be submitted to the MCWIC with written justification.

SECTION IV: PROPOSAL FORMAT

A. General Preparation Guidelines

The following is a list of all the components of your proposal that must be included in the same order as presented in this RFP. All proposals must be submitted using the Worksheets provided in Section V of this RFP. All pages in the proposal must be typed in no smaller than 12-point font, with at least one (1)-inch margins on each side.

Each page of the proposal page must be numbered sequentially at the bottom of the page. These page numbers must then be inserted into your Table of Contents (Proposal Checklist).

B. Proposal Cover Page

The Proposal Cover Page to be used in the submission of all proposals is included in this RFP on page 18. The Proposal Cover Page must be completed in full and signed by an agency officer authorized to bind the agency to all commitments made in the proposal.

C. Proposal Checklist/Table of Contents

The Proposal Checklist on page 17 identifies all narratives, exhibits, forms and certifications that must be submitted with your proposal. This sequence must be followed in assembling the completed proposal. The Proposal Checklist will serve as your Table of Contents.

D. Proposal Worksheet

Complete the Proposal Worksheet on page 19. Provide the information requested in items A through C on the Proposal Worksheet. Responses must be inserted after each of the items that you are responding to. Keep responses as concise as possible while providing all the information requested.

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This Proposal Checklist identifies all the narratives, exhibits (forms) and certifications that must be submitted with your proposal. Follow this sequence in presenting your proposal, with the checklist serving as the Table of Contents. In the second column, indicate the page number where that information can be found in your proposal.

PROPOSAL TABLE OF CONTENTS	Page #	Verified (√)
Proposal Cover Page		
Proposal Checklist/Table of Contents		
Proposal Worksheet		
Assurance and Certifications		
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions		

Proposal Worksheet

A. General Information Requirements:

9. Provide the name of the broker, address, phone number, and contact person.
10. Provide a copy of the Broker's License.
11. Describe the background of the broker/agency to include:
 - The number of years in service;
 - Number of employees;
 - Insurance provided;
 - Dollar amount of the insurance in force and the qualifications of staff.
12. Provide three (3) references for whom the broker has provided similar insurance services, preferably non-profit agencies.
13. Describe the services the broker will perform.
14. Describe additional services and products offered.
15. Describe any additional services or training provided at no additional cost.

B. Insurance Information Requirements:

1. Provide the name(s) of the carrier recommended for each policy and its reputation in the industry. The insurance carrier must not be rated less than "A-VII" in "A.M. Best's Insurance Rating Guide."
2. Provide a summary of coverage that will be provided. At minimum, the coverage must meet the requirements stated in Exhibit A.

Example of service to be provided at minimum:

1. Process claims for each coverage.
2. Review renewal coverage annually, contact insurance companies, obtain price proposals and submit them to MCWIC for approval.
3. Provide annually packet of all renewed/new policies and review any changes/updates noted within policies.
4. Obtain additional or reduce insurance coverage at the request of MCWIC.
5. Provide proof of insurance to third parties at the request of MCWIC.
6. Add additional insured to policy at the request of MCWIC.
7. Any other services relating to the administration of the policy.

C. Insurers:

Provide a list of insurers' broker feels would be best suited for MCWIC. If possible, estimated costs of policies may be submitted.

NOTE: MCWIC understands markets are 'locked' from more than one broker/agent from obtaining costs on policies for the same business entity.

SECTION VI: REQUIRED CERTIFICATIONS INSTRUCTIONS FOR CERTIFICATION

By signing and submitting this proposal, the prospective recipient of federal-assistance funds is providing the certification as set out below:

- A. The certification in this clause is a material representation of fact upon which reliance was placed upon transaction. If it is later determined that the prospective recipient of federal-assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the MCWIC may pursue available remedies, including suspension and/or debarment.
- B. The prospective recipient of federal-assistance funds shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective recipient of federal-assistance funds learns that its certification was erroneous when submitted, or has become erroneous by reason of changed circumstances.
- C. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- D. The prospective recipient of federal-assistance funds agrees, by submitting this proposal, that should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the MCWIC.
- E. The prospective recipient of federal-assistance funds further agrees, by submitting this proposal, that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- F. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction, that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non- Procurement Programs.

ASSURANCES AND CERTIFICATIONS

The bidder provides all assurances and certifications set forth below:

A. GENERAL

ASSURANCES The

bidder assures that it:

1. Has the legal authority to apply for federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of any project costs) to ensure proper planning, management and completion of the project described in this agreement;
2. Has adequate administrative controls, personnel standards, evaluation procedures, availability of in-service training and other policies as may be necessary to promote the effective use of WIOA funds.

B. DRUG FREE WORKPLACE

The bidder certifies that it will provide a drug-free workplace by implementing the provisions of 29 CFR 98.630.

C. CERTIFICATION OF NON-DELINQUENCY

The bidder certifies that it is not delinquent on any federal debt.

D. NONDISCRIMINATION AND EQUAL OPPORTUNITY REQUIREMENTS OF WIOA (29 CFR, PART 38) and WIOA Section 188

1. The bidder assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the WIOA of 2014, as amended, including the Nontraditional Employment for Women Act of 1991 (where applicable); Title IV of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including, but not limited to, 29 CFR, Part 38. The bidder understands that the United States has the right to seek judicial enforcement of this assurance;
2. The bidder certifies that it has developed and will maintain a system for recordkeeping and documentation of other affirmative obligations compliant with 29 CFR Part 38, Subpart B.
3. The bidder certifies that during the two (2) years preceding this agreement, it has incurred no findings of noncompliance with laws or regulations regarding civil rights or discrimination based on race, color, religion, sex,

national origin, age, disability, political affiliation or belief, citizenship or participation in the WIOA.

E. CONFIDENTIAL INFORMATION AND DATA

The bidder understands the necessity to protect all customer information and will establish special precautions to protect it from unauthorized use, access, disclosure, modification, and destruction.

F. SUBMISSION OF DOCUMENTATION UPON AWARD

Should the bidder be selected for funding, the proposing bidder provides the specific assurance that all required documents specified in this RFP, including but not limited to, required proof of insurance coverage, and any supporting documents, including but not limited to, an original signed Memorandum of Understanding (if applicable). Additionally the bidder, if selected for funding, assures that it will negotiate and finalize the contract for services, in good faith.

These assurances are made with the full knowledge and consent of the signing bidder. In the event that all required documentation is not submitted as required herein, the MCWIC, at its option, may rescind any previous award and immediately proceed and make an award to the next highest scoring bidder.

Name and Title of Authorized Representative (please type)

Name

Title

Signature

Date

Legal Services

REQUEST FOR PROPOSAL

**Madera County Workforce Investment Corporation
 2037 West Cleveland Avenue
 Madera, CA 93637
 (559) 662-4500**

Issue Date	
Deadline for Submissions	
Jessica Roche, Fiscal Manager E-mail: jroche@maderaworkforce.org Fax: (559) 673-1794	
<p>Technical Assistance: Written questions only, except for oral questions at bidders' conference. For fastest service, please use e-mail or fax. Questions and answers will be available to bidders' by e-mail or for pick up at the Madera County Workforce Investment Corporation. Questions may not be answered in the order received.</p>	

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**Legal Services application for the
Madera County Workforce Investment Corporation**

DEADLINE AND TIMEFRAME FOR INITIAL SUBMISSION

An original proposal, five (5) “paper” copies of each proposal, and one (1) electronic copy on a CD-Rom or USB flash drive (Microsoft Word or Excel format as appropriate) of each proposal must be submitted in a sealed container, labeled on the outside with the name of your agency and the proposed activity. **Proposals not in a sealed package will be rejected.**

The original must be marked as “Original” and must bear the actual “wet” signature(s), in **blue ink**, of the person(s) authorized to sign the proposal. An agency representative who has contract binding authority must sign the proposal. All costs shall remain firm for at least 60 days from the closing date for submitting proposals.

All proposals must be received in the administrative office of the Madera County Workforce Investment Corporation (MCWIC) on or before **4:00 p.m., January 31, 2019.** Send or deliver to:

Jessica Roche, Fiscal Manager
Madera County Workforce Investment Corporation
2037 West Cleveland Avenue
Madera, CA 93637

This deadline applies to all methods of submittal, whether hand-delivered or mailed, to the MCWIC administrative office. **NOTE:** Faxed copies of proposals will **NOT** be accepted. Deposit of a proposal into the mail, or delivery to a different person or address, **does not** constitute proposal submission unless the proposal is, in fact, received and stamped by the MCWIC administrative office on or before the deadline. Persons who hand-deliver proposals will be issued a receipt. Late proposals will not be accepted. The MCWIC reserves the right to determine the timeliness of all proposal submissions. Timely submission of proposals is the sole responsibility of the bidder.

Technical assistance questions must be submitted in writing only. All questions should be directed to Jessica Roche, Fiscal Manager, at the address listed above, via facsimile to 559-673-1794, or via e-mail to jroche@maderaworkforce.org.

The deadline for submission of questions is **4:00 p.m. on January 15, 2019.** All questions will be answered in writing only via email and will be posted on our website at www.maderaworkforce.org. Questions may not be answered in the order they are received.

Tracie Scott-Contreras, Interim Executive Director

Competitive Procurement Time Table

Activities		Responsible Party	Date	Time/Place
1	Release of Request for Proposals	MCWIC Staff	12/7/18	By 5:00 pm MCWIC 2037 W. Cleveland Ave. Madera, CA 93637
2	Mandatory Bidders' Conference	MCWIC Staff	12/19/18	At 10:00 am MCWIC 2037 W. Cleveland Ave. Madera, CA 93637
3	Deadline for Submission of Questions	Bidder	1/15/19	By 4:00 pm MCWIC 2037 W. Cleveland Ave. Madera, CA 93637
4	Submission of Proposal	Bidder	1/31/19	By 4:00 pm MCWIC 2037 W. Cleveland Ave. Madera, CA 93637
5	Panel Review for Responsiveness and Quality	MCWIC Staff	2/20/19	MCWIC 2037 W. Cleveland Ave. Madera, CA 93637
6	Board Review & Award Recommendation	MCWIC Board	2/28/19	By 5:00 pm MCWIC 2037 W. Cleveland Ave. Madera, CA 93637
7	Preliminary Award Announcement	MCWIC Staff	3/8/19	By 5:00 pm Posted on Website/email
8	Written Protest Due	Bidder	3/22/19	By 5:00 pm MCWIC 2037 W. Cleveland Ave. Madera, CA 93637
9	Protest Hearing – If Necessary	MCWIC Executive Director	TBD	TBD
10	Award of Contract	MCWIC	3/28/19	By 5:00 pm Posted on Website/email
11	Contract Negotiations	MCWIC Staff	By 4/1/19	MCWIC 2037 W. Cleveland Ave. Madera, CA 93637

SECTION I: INTRODUCTION

A. Request for Proposals Overview

The MCWIC is seeking a provider of legal services to advise the Madera County Workforce Investment Corporation (MCWIC) and Workforce Development Board of Madera County (WDB), the MCWIC and WDB Board of Directors, MCWIC's Executive Director, and MCWIC's employees on all legal issues they may encounter.

B. Description of Entity

The MCWIC is a public benefit non-profit with a 501c3 designation. The MCWIC serves the County of Madera Chief Local Elected Official (CLEO) to operate as the administrative and fiscal agent and program operator of the local Workforce Development and AJCC System of Madera County. MCWIC is governed by a corporate Board (MCWIC Board) and a WIOA policy Board (WDB).

MCWIC mission is to make investments in job training and skills development to support the economic success of residents, businesses, and communities in Madera County.

C. Term of Services

The term of the services will be from April 1, 2019 to June 30, 2020, with options for up to four (4) additional years of services, for a term not to exceed five (5) years.

Approval of the vendor services contract is contingent upon final MCWIC approval, and continued funding from the United States Department of Labor and the State of California.

D. General Reservations

The MCWIC reserves the right to extend the submission deadline if such action is in the best interest of the MCWIC. In the event the deadline is extended, bidders have the right to revise their proposals.

The MCWIC reserves the right to make changes to the policies contained in this RFP based on changes and/or clarifications in the regulations, state legislation, local policy, or other guidance provided by the state or federal government.

The MCWIC makes no representation that any contract will be awarded to any offer responding to this RFP.

The MCWIC reserves the right to request additional information or documentation.

Proposals shall be reviewed and rated as submitted. The bidder may make no changes or additions after the deadline for receipt of proposals.

The MCWIC reserves the right to verify all information in the proposal. If the information cannot be verified, and if the errors are not willful, the MCWIC reserves the right to reduce the rating points awarded.

This RFP was developed pursuant to 20 CFR Part 679, et al and the Workforce Innovation and Opportunity Act Final Rule. Selection of bidder will be held in compliance of procurement standards outlined in the Office of Management and Budget 2 CFR 200.318-323, et seq.

E. Authorized Contact

This RFP has been issued by the MCWIC. The authorized representative of the MCWIC shall be the bidder's sole point of contact with regard to this RFP, its content, and all issues concerning it.

Contact information for the authorized representative for this RFP is identified on page 3. This person will be the primary point of contact for discussion or information pertaining to this RFP. Contact with any other MCWIC staff or board members for the purpose of discussing this RFP, its content, or any other issue concerning it, is prohibited unless approved by the authorized representative. Violation of this clause, by the bidder having unauthorized contact (verbally or in writing) with such other MCWIC staff or board members, may constitute grounds for rejection by the MCWIC of the bidder's proposal.

The above stated restriction on bidder contact with MCWIC staff or board members shall apply until the MCWIC has awarded and signed a contract with a provider of service(s).

F. Technical Assistance

Request for technical assistance may be made only in writing, either by U.S. Mail, fax at (559) 673-1794, or **preferably by e-mail to iroche@maderaworkforce.org**.

The MCWIC advises that prospective bidders should periodically check the MCWIC website www.maderaworkforce.org for modification to the bid documents or questions and answers (Q&A) issued relating to this RFP.

It shall be the bidder's sole responsibility to inquire as to whether any

Q&A and/or addenda to this RFP have been issued.

G. Best Value Evaluation Process

Cost is an important factor in the evaluation process, but the MCWIC is not obligated to accept the lowest cost response. At the MCWIC's discretion, considerations other than price may factor into a decision as to which services provide the best value to the MCWIC/WDB.

H. Proposal Review and Evaluation Process

The proposal review process will include the following activities to ensure the MCWIC procurement system meets required standards:

1. All proposals will be screened for compliance with the Workforce Innovation and Opportunity Act (WIOA), federal regulations, state policy, and with the specifications of this RFP.
2. A single award will be made to the law firm possessing the demonstrated ability to perform successfully under the terms and conditions outlined in this RFP.
3. Bidders may be requested to answer specific questions; general presentations will not be permitted.
4. All proposals will be reviewed, scored and ranked. The selection of a proposal is to be made through a two (2)-phase process.
 - a. Phase I: MCWIC staff will initially evaluate each proposal for acceptability, with emphasis placed on responsiveness to the RFP specifications and to the degree to which the proposal meets the format specifications outlined in Section IV of this RFP.

Note: proposals that do not conform to the format identified in this RFP may not be considered for award.

- b. Phase II: A rating team will evaluate for acceptability all proposals forwarded from MCWIC staff for consideration, with emphasis placed on the proposal's ability to meet the requested performance and costs that are reasonable, allowable, necessary, and competitive as measured by the review of the cost structure and in comparison to all other proposals. All proposals will be scored on a 100 point scale and must receive a minimum rating of 70 points to be considered for funding.
5. Funding recommendations will be presented for consideration to the full MCWIC Board of Directors. The MCWIC Board of Directors will make all

final funding decisions.

6. The MCWIC staff shall negotiate and execute a contract with the law firm whose proposal was approved for funding. These discussions will take place after final funding approval by the MCWIC Board of Directors.

I. Rating Criteria

Proposals will be evaluated on the following technical criteria:

1. Relevant experience with non-profits and the WIOA	75 Points
2. Price Analysis	<u>25 Points</u>
Total	100 Points

J. Failed Competition

The MCWIC reserves the right to reject any or all proposals when they are not responsive to the specifications of this RFP. Competitive negotiation requires that at least two (2) responsive proposals for the same scope of services be received in response to this RFP. A competition is considered failed if one (1) or less responsive proposals are received, or if two (2) or more proposals received less than the minimum 70 point required score. If a competition has been declared failed, the MCWIC then has the option to re-compete the procurement or enter into a sole-source procurement.

K. Appeals Process

If a bidder has submitted a proposal and is not recommended during the review process, the bidder may appeal the recommendation to the MCWIC. Appeals may not dispute the particular score received by the petitioning bidder, or the scores assigned to a competing bidder. The scores given by the rating panel are final and are not subject to question by an appealing bidder. An appealing bidder may appeal the recommendation of the evaluators if it can show that any substantial portion of the MCWIC-approved RFP process has not been followed.

All appeals must be submitted in writing to the MCWIC within five (5) working days of the notification of refusal. All appeals are to be addressed to Tracie Scott-Contreras, Interim Executive Director. Only appeals that cite the specific section(s) of the RFP that have been violated will be considered. Once reviewed by the Interim Executive Director for merit, the appeal will be elevated to the MCWIC. Appeals received after the established deadline will not be accepted.

The decision made by the MCWIC as to which proposal is selected will be final.

L. General Proposal Conditions

1. The bidder certifies, by submission of a proposal, all specifications listed in this RFP will be met and further understands that these specifications may become part of the provision of services, should the proposal be awarded.
2. The MCWIC will only accept proposals for the service(s) requested. Proposals submitted for services not included in this RFP will be rejected.
3. The proposal submitted in response to this solicitation is not a legally binding document; however, the contract based on the proposal after negotiation becomes legally binding once both parties have signed it. All proposals submitted become the exclusive property of the MCWIC.
4. All responses received are subject to the "California Public Records Act". While the MCWIC takes every measure permissible to keep all "proprietary information" identified, Bidders are asked to label the information "PROPRIETARY" and enclose it in a separate envelope marked as such.
5. No funds provided under this RFP shall be used, or proposed for use, to encourage or induce the relocation of an establishment, or part thereof, that results in a loss of employment for any employee of such establishment at the original location.

M. Costs Incurred by Bidders

All costs of the proposal preparation shall be borne by the bidder. The MCWIC shall not, in any event, be liable for any pre-contractual expenses incurred by bidders in the preparation and/or submission of the proposal. The proposals shall not include any such expenses as part of the proposed budget.

N. Accuracy and Completeness

The proposal must be complete and the format in which the proposals are to be submitted, is included in this package. Unclear, incomplete, and/or inaccurate documentation may cause the proposal to be rejected. Falsification of any information may result in disqualification.

O. Withdrawal of Proposals

Proposals may be withdrawn by written request of the authorized signatory, on the bidder's letterhead, at any time prior to the scheduled deadline for receipt of the proposals.

P. Standing of Bidder

Regardless of the merits of a submitted proposal, a bidder may not be recommended for funding if it has a history of agreement non-compliance with the MCWIC or any other funding source; poor past or current service performance with the MCWIC or any other funding source; or current disputed or disallowed costs with the MCWIC or any other funding source.

The MCWIC will not enter into an agreement with any entity not in good standing with the California Secretary of State.

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SECTION II: SCOPE OF SERVICES

A. Requested Services

The MCWIC is seeking counsel to advise the MCWIC and WDB Board of Directors and staff on all legal issues they may encounter, and attend Board meetings as necessary. These legal issues include, but are not limited to, corporate and tax-exempt organization issues, matters pertaining to the WIOA, the Brown Act, the Public Records Act, employment law and the preparation and/or review of contracts and other legal documents.

B. Expectations of Law Firm:

The MCWIC/WDB expects its legal advisor to provide the highest quality of legal services that are in the best interest of the MCWIC/WDB.

The legal advisor's demonstrated expertise in general municipal law, and in WIOA law in particular, is an important factor that will be used in evaluating its quality of service. At a minimum, the MCWIC/WDB expects its legal advisor to provide its services in the following manner:

1. At least one (1) senior attorney will act as the law firm's lead attorney;
2. Tasks will be assigned to the appropriately skilled attorney (e.g., senior attorneys handle relatively complex tasks while relatively simple tasks are assigned to junior attorneys);
3. Only one (1) attorney can bill on a project, unless the law firm has prior authorization from MCWIC;
4. Efficiently conduct internal communications between attorneys (e.g., counsel ensures that its senior attorneys are adequately supervising junior attorneys, while avoiding unnecessary conferences between them);
5. Junior attorneys have sufficient knowledge and experience to handle assigned tasks;
6. Timely follow-through in resolving outstanding issues; and

C. Invoicing:

Thorough and accurate organized billing statements, with summary of services performed, should provide the MCWIC a clear and complete

understanding of how much time was devoted to specific tasks and projects, and the cost associated therewith. Billing for services should be billed at an hourly rate, broken down into time increments of no more than a quarter hour.

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SECTION III: AGREEMENT REQUIREMENTS

A. General Agreement Conditions

Should your agency be selected, you will then complete contract negotiations. In order for an agreement to be executed, you must meet certain requirements with the MCWIC. These requirements include, but are not limited to:

1. All agencies are required to be an Affirmative Action/Equal Employment Opportunity Employer (AA/EEO) as defined by the WIOA Section 188 and the implementing regulations. If selected for funding, an agency may be required to submit its AA/EEO plan. Agencies without an approved plan may adopt the MCWIC's AA/EEO plan.
2. An authorized official of the proposing agency must sign the agreement.

B. Contract Negotiations

All contracts will be effective on a date specified, or on the date the final contract is signed. All contractors must be able to provide services within 30 days of the beginning of the contract period.

The contract offer of the MCWIC may contain additional terms or terms different from those set forth in this RFP. The MCWIC reserves the right to make changes to the policies at any time during the contract period, based on changes and/or clarifications in the regulations, state legislation, local policy, or other guidance provided by the state or federal government.

As a result of the negotiation process, the MCWIC reserves the right to:

1. Recommend appropriate action to be taken if contract negotiations fail and the contract is not finalized by the deadline date. Action may include reissuing of the RFP, recommending the next qualifying proposal or any other actions deemed reasonable or necessary as decided by the MCWIC staff or Board, as applicable. Services may not begin until execution of a formal agreement has been finalized.
2. Fund all or portions of, a proposal; and/or require that one (1) bidder collaborate with another for the provision of specific services, either prior to the execution of an agreement or at any point during the life of the agreement.
3. Use sources of funds other than the WIOA to fund all, or portions of, a bidder's proposal.
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5. Re-negotiate provisions of the contract at the time of each annual contract renewal, up to a total of four (4) annual renewals.

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Original
Copy

Agency Name:	
Address:	
Agency Telephone #:	Agency Fax #:
Contact Person:	Contact Phone #:
Contact Fax #:	Contact E-mail:
<p>CERTIFICATION OF PROPOSAL CONTENT</p> <p><u>Duplication of Services and Conflict of Interest</u></p> <p>This organization, its members and collaborators are not now, and will not in the future, be engaged in any activity resulting in a conflict of interest, real or apparent, in the selection, award, or administration of a subcontract by WIOA funds.</p> <p><u>Proposal Content</u></p> <p>This is to certify that, to the best of my knowledge and belief, the proposal data submitted, either actually or by specific identification, in writing to the MCWIC in support of this proposal, is accurate, complete, and current as of the date below. This certification includes the cost/pricing data supporting any agreements/contracts that may be agreed upon between the offeror and the MCWIC that are part of the result of submitting this proposal.</p> <p>_____ Signature of Authorized Representative</p> <p>_____ Date</p> <p>_____ Title of Authorized Representative</p>	

Proposal Worksheet

A. General Information Requirements:

Your firm's proposal, in response to this RFP, may include any information that you believe will assist the MCWIC/WDB in evaluating your proposal. However, at a minimum, we **require** that your proposal include at least the following information:

1. Identify the lead attorney(s) on your team.
2. Identify the other attorney(s) on your team.
3. Identify what legal services the lead attorney(s) will provide and what legal services the other attorney(s) will provide.
4. Provide information concerning your firm's experience (including the attorneys assigned to your team) in non-profit law in general, and WIOA in particular, and its qualifications to provide the proposed services. Provide the professional and educational background of each attorney that may be assigned to MCWIC. The information must include each attorney's place of legal employment or law firm membership (including the period of time for such employment or membership) for the last ten (10) years, or since graduation from law school, whichever is less.
5. Provide, as references, the names (including a contact person and his or her title), addresses, and telephone numbers of at least three (3) non-profit agencies.
6. Provide proof of insurance coverage.
7. Address the potential for conflicts of interest, including:
 - a. Are any of your firm's directors, officers or staff related to any of the current MCWIC/WDB directors? If yes, please explain.
 - b. Is any MCWIC/WDB director, or a member of his/her immediate family, employed by your firm? If yes, please explain.
 - c. Will any MCWIC/WDB director, or a member of hi/her immediate family, have a special interest or personal gain if this RFP is awarded to your firm? If yes, please explain.
 - d. Will your firm's representation of the MCWIC/WDB conflict with your firm's past, current or possible future representation of another client? If yes, please explain.

SECTION VI: REQUIRED CERTIFICATIONS INSTRUCTIONS FOR CERTIFICATION

By signing and submitting this proposal, the prospective recipient of federal-assistance funds is providing the certification as set out below:

- A. The certification in this clause is a material representation of fact upon which reliance was placed upon transaction. If it is later determined that the prospective recipient of federal-assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the MCWIC may pursue available remedies, including suspension and/or debarment.
- B. The prospective recipient of federal-assistance funds shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective recipient of federal-assistance funds learns that its certification was erroneous when submitted, or has become erroneous by reason of changed circumstances.
- C. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- D. The prospective recipient of federal-assistance funds agrees, by submitting this proposal, that should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the MCWIC.
- E. The prospective recipient of federal-assistance funds further agrees, by submitting this proposal, that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- F. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction, that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non-Procurement Programs.

ASSURANCES AND CERTIFICATIONS

The bidder provides all assurances and certifications set forth below:

A. GENERAL

ASSURANCES

The bidder assures

that it:

1. Has the legal authority to apply for federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non- federal share of any project costs) to ensure proper planning, management and completion of the project described in this agreement;
2. Has adequate administrative controls, personnel standards, evaluation procedures, availability of in-service training and other policies as may be necessary to promote the effective use of WIOA funds.

B. DRUG FREE WORKPLACE

The bidder certifies that it will provide a drug-free workplace by implementing the provisions of 29 CFR 98.630.

C. CERTIFICATION OF NON-DELINQUENCY

The bidder certifies that it is not delinquent on any federal debt.

D. NONDISCRIMINATION AND EQUAL OPPORTUNITY REQUIREMENTS OF WIOA (29 CFR, PART 38) and WIOA Section 188

1. The bidder assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the WIOA of 2014, as amended, including the Nontraditional Employment for Women Act of 1991 (where applicable); Title IV of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including, but not limited to, 29 CFR, Part 38. The bidder understands that the United States has the right to seek judicial enforcement of this assurance;

2. The bidder certifies that it has developed and will maintain a system for recordkeeping and documentation of other affirmative obligations compliant with 29 CFR Part 38, Subpart B.
3. The bidder certifies that during the two (2) years preceding this agreement, it has incurred no findings of noncompliance with laws or regulations regarding civil rights or discrimination based on race, color, religion, sex, national origin, age, disability, political affiliation or belief, citizenship or participation in the WIOA.

E. CONFIDENTIAL INFORMATION AND DATA

The bidder understands the necessity to protect all customer information and will establish special precautions to protect it from unauthorized use, access, disclosure, modification, and destruction.

F. SUBMISSION OF DOCUMENTATION UPON AWARD

Should the bidder be selected for funding, the proposing bidder provides the specific assurance that all required documents specified in this RFP, including but not limited to, required proof of insurance coverage, and any supporting documents, including but not limited to, an original signed Memorandum of Understanding (if applicable). Additionally the bidder, if selected for funding, assures that it will negotiate and finalize the contract for services, in good faith.

These assurances are made with the full knowledge and consent of the signing bidder. In the event that all required documentation is not submitted as required herein, the MCWIC, at its option, may rescind any previous award and immediately proceed and make an award to the next highest scoring bidder.

Name and Title of Authorized Representative (please type)

Name	Title
Signature	Date

**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, "Debarment and Suspension," 29 CFR Part 98, Section 98.510, "Participants' Responsibilities." The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

- A. The prospective recipient of federal assistance funds certifies, by submission of this proposal, the Instructions (page 22) have been read and understood, and that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- B. Where the prospective recipient of federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative (please print or type)

_____	_____
Name	Title
_____	_____
Signature	Date



Agenda Item 9.1

Consent

Action

Information

To: Madera County Workforce Investment Corporation
From: Tracie Scott-Contreras, Interim Executive Director
Date: December 6, 2018
Subject: Workforce Development Board of Madera County Update

Information:

The Workforce Development Board has not met since the last MCWIC Board meeting; their next meeting is scheduled on December 20, 2018.

Activities in support of the local/regional plan modification process are continuing. A Community Stakeholder Input Forum for the local plan modification was held on October 25. A convening of partner agencies specific to the development of a new partnership with the Local Child Support Agency to serve non-custodial parents was held on October 26.

Regional forums were held on November 6, 7 and 8 in Kings, Tulare, and Madera counties in support of required content modifications for the regional plan modification. The topics for the regional forums included Identifying Programs, Services, and Approaches that Reflect Business and Community Priorities, Workforce-Corrections Services, and Workforce-Corrections Partnerships. All required stakeholder input sessions for the local and regional plan modifications have been completed. We anticipate a review draft of the local plan modification will be available in late November.

The Workforce Development Board is also working on an initiative – Skill Up Madera County – that we anticipate will be launched early in 2019. Planning is underway for a resource/training provider event in Spring of 2019.

Financing:

Workforce Innovation and Opportunity Act



**MADERA COUNTY
WORKFORCE
INVESTMENT CORPORATION**

Agenda Item 9.2

Consent

Action

Information

To: Madera County Workforce Investment Corporation

From: Tracie Scott-Contreras, Interim Executive Director

Date: December 6, 2018

Subject: MCWIC Year-to-Date Financial Reports Update for the Period Ending October 31, 2018

Information:

Information for financial reports for the October 31, 2018 period end will be provided to include the corporation's summarized Balance Sheet, Statement of Cash Flows, Revenues and Expense Report, MCWIC Recap Financial Report by Grant, and Bank Reconciliation summary sheets for both the main and payroll accounts.

Financing:

Workforce Innovation and Opportunity Act

Madera County Workforce Investment Corporation
Balance Sheet - Statement of Financial Position FY 2018-2019

As of 10/31/2018

(In Whole Numbers)

	Current FY 2017-2018	Prior Year Ending Balance
CURRENT ASSETS		
Cash and cash equivalents		
Cash in BA - Main	261,375	202,179
Cash in BA - Payroll	7,502	6,204
Total Cash and cash equivalents	<u>268,877</u>	<u>208,383</u>
Accounts Receivable		
Accounts Receivable	72,319	217,496
Total Accounts Receivable	<u>72,319</u>	<u>217,496</u>
Prepaid Expenses		
Prepaid Expense	3,757	3,757
Total Prepaid Expenses	<u>3,757</u>	<u>3,757</u>
Total assets, net		
Computer & Software	97,651	94,220
Office Equipment	17,788	17,788
Furniture & Fixtures	550	550
Accumulated Depreciation	(85,608)	(85,608)
Total Total assets, net	<u>30,381</u>	<u>26,951</u>
Total CURRENT ASSETS	<u><u>375,334</u></u>	<u><u>456,587</u></u>
CURRENT LIABILITIES		
Accounts Payable	39,434	75,451
Accrued payroll and related expenses	66,370	59,140
Vacation Payable	42,248	42,248
Total CURRENT LIABILITIES	<u>148,052</u>	<u>176,839</u>
NET ASSETS		
Temporary restricted and unrestricted	(227,282)	(279,748)
Total NET ASSETS	<u>(227,282)</u>	<u>(279,748)</u>
Total liabilities and net assets	<u><u>375,334</u></u>	<u><u>456,587</u></u>

Madera County Workforce Investment Corporation
Statement of Cash Flows - Statement of Cash Flows FY 2018-2019
As of 10/31/2018

	Current Year
CASH FLOWS FROM OPERATING ACTIVITIES	
Change in Net Assets	(52,465.76)
Change in Operating Assets:	
Accounts Receivable	145,176.92
Total Change in Operating Assets:	145,176.92
Change in Operating Liabilities:	
Accounts Payable	(36,017.85)
Other	7,230.37
Total Change in Operating Liabilities:	(28,787.48)
Total CASH FLOWS FROM OPERATING ACTIVITIES	63,923.68
CASH FLOWS FROM INVESTING ACTIVITIES	
Purchase of Property and Equipment	
Computer & Software	(3,430.20)
Total Purchase of Property and Equipment	(3,430.20)
Total CASH FLOWS FROM INVESTING ACTIVITIES	(3,430.20)
Net Cash used in Investing Activities	(3,430.20)
Net Change in Cash and Cash Equivalents	60,493.48
Cash and Cash Equivalents at the Beginning of the Year	
Cash in BA - Main	202,179.17
Cash in BA - Payroll	6,204.32
Total Cash and Cash Equivalents at the Beginning of the Year	208,383.49
Cash and Cash Equivalents as of Current Period End Date	268,876.97

Madera County Workforce Investment Corporation
 Encumbrance Budget - MCWIC Board Budget Fund 01
 From 7/1/2018 Through 10/31/2018

Account Code	Account Title	Budget	YTD Actuals	YTD Enc's	Budget Variance	Variance %
REV	REVENUE					
4000	Grant Revenue	3,593,843.15	630,325.97	0.00	(2,963,517.18)	82.46%
4100	Contribution In-Kind (goods)	0.00	(60.64)	0.00	(60.64)	(100.00)%
4300	Other Income	876,102.17	198,290.71	0.00	(677,811.46)	77.36%
4500	Interest Revenue	0.00	0.44	0.00	0.44	(100.00)%
Total REV	REVENUE	4,469,945.32	828,556.48	0.00	(3,641,388.84)	81.46%
EXP	EXPENDITURES					
5100	Staff Salaries	1,468,740.81	406,034.31	0.00	1,062,706.50	72.35%
5105	Vacation	0.00	33,976.38	0.00	(33,976.38)	(100.00)%
5111	Employer Medicare Expense	21,296.74	6,673.62	0.00	14,623.12	68.66%
5112	Social Security Employer Exp	91,061.93	28,535.65	0.00	62,526.28	68.66%
5115	CA Unemployment Insurance Exp	6,468.30	1,097.07	0.00	5,371.23	83.03%
5116	CA Training Tax Expense	196.02	24.37	0.00	171.65	87.56%
5120	Workers Compensation Expense	13,659.27	4,913.80	0.00	8,745.47	64.02%
5130	Group Health Insurance Expense	175,976.12	30,067.02	(8,689.77)	154,598.87	87.85%
5140	Employers 457 Expense	88,124.45	24,128.32	0.00	63,996.13	72.62%
5160	Group Dental Insurance	14,396.03	2,932.38	0.00	11,463.65	79.63%
5170	Group Vision Insurance	3,194.79	690.20	(19.72)	2,524.31	79.01%
5180	Group Life Insurance	1,014.17	135.52	0.00	878.65	86.63%
5200	Materials and Supplies	23,607.74	6,030.46	656.37	16,920.91	71.67%
5210	Facility Materials and Supplies	2,199.51	12.02	0.00	2,187.49	99.45%
5220	Client Materials and Supplies	30,000.00	4,343.87	883.29	24,772.84	82.57%
5300	Rent Expense	213,853.01	71,284.32	(18,046.70)	160,615.39	75.10%
5310	Common Area Maintenance	22,737.23	9,317.71	0.00	13,419.52	59.02%
5320	Telephone Expense	9,346.20	3,443.30	0.00	5,902.90	63.15%
5330	Utilities Expense	76,495.89	34,526.61	0.00	41,969.28	54.86%
5400	Postage Expense	550.01	578.38	0.00	(28.37)	(5.15)%
5410	Printing Expense	12,849.99	1,111.78	62.03	11,676.18	90.86%
5420	Advertising Expense	9,565.70	0.00	0.00	9,565.70	100.00%
5430	Bank Charges	70.00	22.00	0.00	48.00	68.57%
5440	Dues and Membership Expense	4,790.01	2,008.00	1,900.00	882.01	18.41%
5450	Publications Expense	195.01	525.00	0.00	(329.99)	(169.21)%
5500	Auditing Fees	19,000.01	2,000.00	17,000.00	0.01	0.00%
5510	Legal Fees	20,000.02	13.83	0.00	19,986.19	99.93%
5520	Consulting/Professional Services	35,798.01	2,400.00	25,500.00	7,898.01	22.06%
5530	Taxes and Fees	176.00	4.00	151.00	21.00	11.93%
5600	Office Equipment	183.00	0.00	0.00	183.00	100.00%
5610	Equipment Maintenance	2,336.14	162.80	2,630.70	(457.36)	(19.57)%
5620	Equipment Rental	7,500.02	2,666.74	670.00	4,163.28	55.51%
5630	Software Expense	4,999.98	504.91	0.00	4,495.07	89.90%
5631	Software Maintenance	4,999.98	4,862.00	0.00	137.98	2.75%
5640	Internet Expense	6,350.00	3,803.24	(56.88)	2,603.64	41.00%
5650	Computer Hardware	31,600.00	5,846.53	941.78	24,811.69	78.51%
5660	Furniture & Fixtures	2,500.01	1,316.32	0.00	1,183.69	47.34%
5700	Client Transportation Assistance	39,992.83	5,832.50	20,501.99	13,658.34	34.15%
5710	Employee Education Expense	4,250.03	1,795.00	299.00	2,156.03	50.72%
5720	Staff Travel Expense	9,624.79	10,616.40	0.00	(991.61)	(10.30)%
5730	Conference & Meetings	3,000.01	3,822.71	1,110.41	(1,933.11)	(64.43)%
5800	Subcontracted Program Services	1,347,265.55	129,127.85	411,440.35	806,697.35	59.87%
5810	General Operating Services	164,312.20	30,637.33	56,001.09	77,673.78	47.27%
5820	Facility Maintenance Services	7,097.17	6,495.80	0.00	601.37	8.47%
5900	Insurance Expense	12,804.99	132.39	0.00	12,672.60	98.96%
5980	Fixed Assets - Expense Offset	0.00	(3,430.20)	0.00	3,430.20	(100.00)%
Total EXP	EXPENDITURES	(4,014,179.67)	(881,022.24)	(512,934.94)	2,620,222.49	65.27%
Report Total		455,765.65	(52,465.76)	(512,934.94)	(1,021,166.35)	224.05%

Madera County Workforce Investment Corporation
 Encumbrance Budget - MCWIC Board Budget to Actual **by Grant** Report
 From 7/1/2018 Through 10/31/2018

0000 -
 General
 Corporate

Account Code	Account Title	Budget	YTD Actuals	YTD Enc's	Budget Variance	Variance %
REV	REVENUE					
4000	Grant Revenue	0	27,504	0	27,504	(100.00)%
4500	Interest Revenue	0	0	0	0	(100.00)%
Total REV	REVENUE	0	27,504	0	27,504	(100.00)%
EXP	EXPENDITURES					
5200	Materials and Supplies	0	303	0	(303)	(100.00)%
5720	Staff Travel Expense	0	3,094	0	(3,094)	(100.00)%
5800	Subcontracted Program Services	0	138	0	(138)	(100.00)%
5980	Fixed Assets - Expense Offset	0	(3,430)	0	3,430	(100.00)%
Total EXP	EXPENDITURES	0	(105)	0	(105)	(100.00)%
	Total 0000 - General	0	27,400	0	27,400	(100.00)%

Madera County Workforce Investment Corporation
 Encumbrance Budget - MCWIC Board Budget to Actual by Grant Report
 From 7/1/2018 Through 10/31/2018

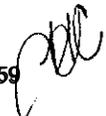
● 5900 - Costs
 to be Allocated

Account Code	Account Title	Budget	YTD Actuals	YTD Enc's	Budget Variance	Variance %
EXP	EXPENDITURES					
5130	Group Health Insurance Expense	0	0	0	0	(100.00)%
5170	Group Vision Insurance	0	0	0	0	(100.00)%
5200	Materials and Supplies	0	0	251	(251)	(100.00)%
5300	Rent Expense	0	0	0	0	(100.00)%
5410	Printing Expense	0	0	62	(62)	(100.00)%
5500	Auditing Fees	0	0	17,000	(17,000)	(100.00)%
5530	Taxes and Fees	0	0	151	(151)	(100.00)%
5610	Equipment Maintenance	0	0	1,110	(1,110)	(100.00)%
5620	Equipment Rental	0	0	670	(670)	(100.00)%
5650	Computer Hardware	0	0	942	(942)	(100.00)%
5710	Employee Education Expense	0	0	299	(299)	(100.00)%
5810	General Operating Services	0	0	698	(698)	(100.00)%
Total EXP	EXPENDITURES	0	0	<u>21,183</u>	<u>(21,183)</u>	0
	Total 5900 - Costs to be Allocated	0	0	21,183	(21,183)	(100.00)%

Madera County Workforce Investment Corporation
 Encumbrance Budget - MCWIC Board Budget to Actual by Grant Report
 From 7/1/2018 Through 10/31/2018

● 5910 - WIOA
 Adult #201
 #202

Account Code	Account Title	Budget	YTD Actuals	YTD Enc's	Budget Variance	Variance %
REV	REVENUE					
4000	Grant Revenue	1,178,578	183,994	0	(994,584)	84.38%
Total REV	REVENUE	1,178,578	183,994	0	(994,584)	84.39%
EXP	EXPENDITURES					
5100	Staff Salaries	509,553	121,533	0	388,019	76.14%
5105	Vacation	0	10,224	0	(10,224)	(100.00)%
5111	Employer Medicare Expense	7,292	1,988	0	5,304	72.74%
5112	Social Security Employer Exp	31,179	8,499	0	22,680	72.74%
5115	CA Unemployment Insurance Exp	2,201	642	0	1,559	70.81%
5116	CA Training Tax Expense	67	14	0	52	78.63%
5120	Workers Compensation Expense	4,665	1,394	0	3,271	70.12%
5130	Group Health Insurance Expense	60,343	9,248	0	51,095	84.67%
5140	Employers 457 Expense	30,079	6,893	0	23,186	77.08%
5160	Group Dental Insurance	4,912	923	0	3,990	81.21%
5170	Group Vision Insurance	1,090	213	0	877	80.49%
5180	Group Life Insurance	345	42	0	303	87.69%
5200	Materials and Supplies	3,849	1,810	0	2,039	52.96%
5210	Facility Materials and Supplies	306	1	0	305	99.76%
5220	Client Materials and Supplies	10,000	1,876	0	8,124	81.23%
5300	Rent Expense	30,453	9,872	0	20,581	67.58%
5310	Common Area Maintenance	3,158	1,177	0	1,981	62.73%
5320	Telephone Expense	1,312	667	0	646	49.19%
5330	Utilities Expense	3,088	1,267	0	1,822	58.97%
5400	Postage Expense	171	55	0	117	68.08%
5410	Printing Expense	2,903	369	0	2,535	87.30%
5420	Advertising Expense	2,809	0	0	2,809	100.00%
5430	Bank Charges	22	7	0	16	69.77%
5440	Dues and Membership Expense	1,509	1,342	792	(625)	(41.39)%
5450	Publications Expense	61	351	0	(289)	(471.09)%
5500	Auditing Fees	5,987	699	0	5,288	88.32%
5510	Legal Fees	6,349	4	0	6,344	99.93%
5520	Consulting/Professional Services	18,178	0	15,642	2,536	13.95%
5530	Taxes and Fees	55	1	0	54	97.71%
5600	Office Equipment	58	0	0	58	100.00%
5610	Equipment Maintenance	669	(1,071)	0	1,740	260.13%
5620	Equipment Rental	2,386	819	0	1,567	65.66%
5630	Software Expense	1,576	146	0	1,430	90.72%
5631	Software Maintenance	1,576	1,480	0	95	6.03%
5640	Internet Expense	1,923	1,057	0	866	45.05%
5650	Computer Hardware	25,662	1,632	0	24,030	93.63%
5660	Furniture & Fixtures	788	264	0	524	66.47%
5700	Client Transportation Assistance Exp	30,000	1,995	6,084	21,922	73.07%
5710	Employee Education Expense	832	1,200	0	(368)	(44.19)%
5720	Staff Travel Expense	1,715	1,481	0	234	13.64%
5730	Conference, Conventions & Meetings	950	1,774	742	(1,565)	(164.71)%
5800	Subcontracted Program Services	372,027	22,428	100,069	249,530	67.07%
5810	General Operating Services	72,292	7,125	37,896	27,271	37.72%
5820	Facility Maintenance Services	886	1,240	0	(354)	(39.89)%
5900	Insurance Expense	2,779	42	0	2,738	98.49%
Total EXP	EXPENDITURES	(1,258,058)	(222,720)	(161,225)	874,113	69.48%
	Total 5910 - WIOA Adult #201 #202	(79,480)	(38,726)	(161,225)	(120,471)	(151.57)%

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Madera County Workforce Investment Corporation
 Encumbrance Budget - MCWIC Board Budget to Actual by Grant Report
 From 7/1/2018 Through 10/31/2018

5920 - WIOA
 Youth #301

Account Code	Account Title	Budget	YTD Actuals	YTD Enc's	Budget Variance	Variance %
REV	REVENUE					
4000	Grant Revenue	926,074	124,239	0	(801,835)	86.58%
Total REV	REVENUE	926,074	124,239	0	(801,835)	86.58%
EXP	EXPENDITURES					
5100	Staff Salaries	367,241	69,846	0	297,395	80.98%
5105	Vacation	0	6,137	0	(6,137)	(100.00)%
5111	Employer Medicare Expense	5,325	1,161	0	4,164	78.19%
5112	Social Security Employer Exp	22,769	4,964	0	17,805	78.19%
5115	CA Unemployment Insurance Exp	1,617	61	0	1,556	96.21%
5116	CA Training Tax Expense	49	1	0	48	97.26%
5120	Workers Compensation Expense	3,415	882	0	2,534	74.18%
5130	Group Health Insurance Expense	44,001	5,265	0	38,736	88.03%
5140	Employers 457 Expense	22,034	4,437	0	17,597	79.86%
5160	Group Dental Insurance	3,600	500	0	3,099	86.09%
5170	Group Vision Insurance	799	121	0	678	84.85%
5180	Group Life Insurance	254	25	0	229	90.33%
5200	Materials and Supplies	2,918	997	0	1,922	65.84%
5210	Facility Materials and Supplies	239	0	0	238	99.81%
5220	Client Materials and Supplies	10,000	46	0	9,954	99.54%
5300	Rent Expense	23,593	5,667	0	17,926	75.98%
5310	Common Area Maintenance	2,466	753	0	1,714	69.47%
5320	Telephone Expense	1,014	382	0	632	62.32%
5330	Utilities Expense	2,391	766	0	1,626	67.97%
5400	Postage Expense	135	432	0	(296)	(219.04)%
5410	Printing Expense	1,132	184	0	948	83.77%
5420	Advertising Expense	1,673	0	0	1,673	100.00%
5430	Bank Charges	17	4	0	13	77.30%
5440	Dues and Membership Expense	1,179	408	240	531	45.02%
5450	Publications Expense	48	107	0	(59)	(122.34)%
5500	Auditing Fees	4,675	367	0	4,309	92.16%
5510	Legal Fees	4,921	2	0	4,919	99.95%
5520	Consulting/Professional Services	7,887	0	4,740	3,147	39.90%
5530	Taxes and Fees	43	1	0	43	98.54%
5600	Office Equipment	45	0	0	45	100.00%
5610	Equipment Maintenance	527	(31)	0	558	105.91%
5620	Equipment Rental	1,846	466	0	1,380	74.76%
5630	Software Expense	1,230	92	0	1,138	92.49%
5631	Software Maintenance	1,230	893	0	337	27.41%
5640	Internet Expense	1,476	599	0	878	59.46%
5650	Computer Hardware	1,575	1,007	0	568	36.03%
5660	Furniture & Fixtures	615	141	0	474	77.05%
5700	Client Transportation Assistance Exp	5,000	1,458	6,322	(2,780)	(55.60)%
5710	Employee Education Expense	160	365	0	(205)	(128.04)%
5720	Staff Travel Expense	1,353	711	0	642	47.46%
5730	Conference, Conventions & Meetings	738	538	226	(26)	(3.48)%
5800	Subcontracted Program Services	273,450	30,451	48,217	194,782	71.23%
5810	General Operating Services	29,158	4,258	10,542	14,358	49.24%
5820	Facility Maintenance Services	770	444	0	326	42.37%
5900	Insurance Expense	2,160	22	0	2,138	98.98%
Total EXP	EXPENDITURES	(856,770)	(144,927)	(70,287)	641,556	74.88%
	Total 5920 - WIOA Youth #301	69,304	(20,688)	(70,287)	(160,279)	231.27%

Madera County Workforce Investment Corporation
 Encumbrance Budget - MCWIC Board Budget to Actual by Grant Report
 From 7/1/2018 Through 10/31/2018

5930 - WIOA ●
 Dislocated
 Worker (DW)
 #501 #502

Account Code	Account Title	Budget	YTD Actuals	YTD Enc's	Budget Variance	Variance %
REV	REVENUE					
4000	Grant Revenue	719,782	74,267	0	(645,515)	89.68%
Total REV	REVENUE	719,782	74,267	0	(645,515)	89.68%
EXP	EXPENDITURES					
5100	Staff Salaries	119,494	51,080	0	68,414	57.25%
5105	Vacation	0	3,881	0	(3,881)	(100.00)%
5111	Employer Medicare Expense	1,733	831	0	902	52.04%
5112	Social Security Employer Exp	7,410	3,553	0	3,857	52.04%
5115	CA Unemployment Insurance Exp	526	265	0	261	49.66%
5116	CA Training Tax Expense	16	6	0	10	63.00%
5120	Workers Compensation Expense	1,111	579	0	533	47.91%
5130	Group Health Insurance Expense	14,319	3,869	0	10,450	72.98%
5140	Employers 457 Expense	7,171	2,814	0	4,357	60.75%
5160	Group Dental Insurance	1,171	439	0	732	62.49%
5170	Group Vision Insurance	260	89	0	171	65.80%
5180	Group Life Insurance	83	14	0	69	83.34%
5200	Materials and Supplies	943	585	0	359	38.02%
5210	Facility Materials and Supplies	77	0	0	77	99.63%
5220	Client Materials and Supplies	10,000	951	50	8,999	89.98%
5300	Rent Expense	7,626	4,148	0	3,477	45.60%
5310	Common Area Maintenance	797	463	0	334	41.91%
5320	Telephone Expense	328	273	0	55	16.83%
5330	Utilities Expense	773	559	0	214	27.70%
5400	Postage Expense	44	41	0	3	6.21%
5410	Printing Expense	366	115	0	251	68.60%
5420	Advertising Expense	541	0	0	541	100.00%
5430	Bank Charges	6	3	0	3	47.12%
5440	Dues and Membership Expense	381	258	568	(445)	(116.73)%
5450	Publications Expense	16	67	0	(52)	(334.42)%
5500	Auditing Fees	1,511	179	0	1,332	88.15%
5510	Legal Fees	1,591	3	0	1,588	99.83%
5520	Consulting/Professional Services	4,056	0	3,318	738	18.20%
5530	Taxes and Fees	14	1	0	13	94.35%
5600	Office Equipment	15	0	0	15	100.00%
5610	Equipment Maintenance	170	(435)	0	605	355.08%
5620	Equipment Rental	597	379	0	217	36.44%
5630	Software Expense	398	58	0	340	85.39%
5631	Software Maintenance	398	581	0	(183)	(45.98)%
5640	Internet Expense	477	412	0	65	13.57%
5650	Computer Hardware	509	594	0	(85)	(16.75)%
5660	Furniture & Fixtures	199	120	0	79	39.55%
5700	Client Transportation Assistance Exp	5,003	544	2,734	1,725	34.48%
5710	Employee Education Expense	52	230	0	(179)	(345.58)%
5720	Staff Travel Expense	434	504	0	(69)	(15.99)%
5730	Conference, Conventions & Meetings	239	359	143	(263)	(110.12)%
5800	Subcontracted Program Services	261,619	1,097	6,759	253,763	96.99%
5810	General Operating Services	15,909	3,662	7,170	5,076	31.90%
5820	Facility Maintenance Services	249	307	0	(58)	(23.35)%
5900	Insurance Expense	698	26	0	672	96.33%
Total EXP	EXPENDITURES	(469,326)	(83,503)	(20,742)	365,081	77.79%
	Total 5930 - WIOA Dislocated Worker	250,456	(9,236)	(20,742)	(280,434)	111.97%

Madera County Workforce Investment Corporation
 Encumbrance Budget - MCWIC Board Budget to Actual by Grant Report
 From 7/1/2018 Through 10/31/2018

5932 - WIOA -
 Rapid Resp.
 (RR) #540
 #541

Account Code	Account Title	Budget	YTD Actuals	YTD Enc's	Budget Variance	Variance %
REV	REVENUE					
4000	Grant Revenue	160,492	34,182	0	(126,310)	78.70%
Total REV	REVENUE	160,492	34,182	0	(126,310)	78.70%
EXP	EXPENDITURES					
5100	Staff Salaries	108,102	25,627	0	82,475	76.29%
5105	Vacation	0	1,547	0	(1,547)	(100.00)%
5111	Employer Medicare Expense	1,568	411	0	1,157	73.79%
5112	Social Security Employer Exp	6,703	1,756	0	4,946	73.79%
5115	CA Unemployment Insurance Exp	476	15	0	461	96.91%
5116	CA Training Tax Expense	14	0	0	14	97.71%
5120	Workers Compensation Expense	1,005	354	0	651	64.78%
5130	Group Health Insurance Expense	12,953	2,254	0	10,699	82.59%
5140	Employers 457 Expense	6,486	1,235	0	5,251	80.95%
5160	Group Dental Insurance	1,060	198	0	862	81.30%
5170	Group Vision Insurance	235	52	0	183	77.96%
5180	Group Life Insurance	75	12	0	63	84.30%
5200	Materials and Supplies	838	339	0	498	59.48%
5210	Facility Materials and Supplies	68	0	0	68	99.75%
5300	Rent Expense	6,771	2,079	0	4,693	69.30%
5310	Common Area Maintenance	708	314	0	393	55.58%
5320	Telephone Expense	291	149	0	142	48.74%
5330	Utilities Expense	686	264	0	422	61.52%
5400	Postage Expense	39	1	0	38	96.70%
5410	Printing Expense	325	115	0	210	64.49%
5420	Advertising Expense	480	0	0	480	100.00%
5430	Bank Charges	5	1	0	4	71.65%
5440	Dues and Membership Expense	338	0	150	188	55.66%
5450	Publications Expense	14	0	0	14	100.00%
5500	Auditing Fees	1,342	199	0	1,143	85.20%
5510	Legal Fees	1,413	1	0	1,412	99.95%
5520	Consulting/Professional Services	1,116	733	624	(242)	(21.68)%
5530	Taxes and Fees	12	0	0	12	98.63%
5600	Office Equipment	13	0	0	13	100.00%
5610	Equipment Maintenance	151	(248)	0	399	263.88%
5620	Equipment Rental	530	160	0	370	69.86%
5630	Software Expense	353	34	0	319	90.39%
5631	Software Maintenance	353	407	0	(53)	(15.13)%
5640	Internet Expense	424	660	(57)	(179)	(42.34)%
5650	Computer Hardware	452	325	0	127	28.11%
5660	Furniture & Fixtures	177	56	0	120	68.12%
5700	Client Transportation Assistance Exp	(2)	0	0	(2)	100.00%
5710	Employee Education Expense	46	0	0	46	100.00%
5720	Staff Travel Expense	391	629	0	(238)	(60.85)%
5730	Conference, Conventions & Meetings	212	290	0	(78)	(36.87)%
5810	General Operating Services	3,429	1,536	(45)	1,938	56.51%
5820	Facility Maintenance Services	221	90	0	131	59.49%
5900	Insurance Expense	620	6	0	613	98.96%
Total EXP	EXPENDITURES	(160,492)	(41,601)	(672)	118,218	73.66%
	Total 5932 - WIOA - Rapid Resp. (RR)	0	(7,419)	(672)	(8,092)	(100.00)%

Madera County Workforce Investment Corporation
 Encumbrance Budget - MCWIC Board Budget to Actual by Grant Report
 From 7/1/2018 Through 10/31/2018

5933 - Rapid
 Response
 Layoff
 Aversion

Account Code	Account Title	Budget	YTD Actuals	YTD Enc's	Budget Variance	Variance %
REV	REVENUE					
4000	Grant Revenue	58,187	14,847	0	(43,340)	74.48%
Total REV	REVENUE	58,187	14,847	0	(43,340)	74.48%
EXP	EXPENDITURES					
5100	Staff Salaries	39,302	12,058	0	27,245	69.32%
5105	Vacation	0	1,036	0	(1,036)	(100.00)%
5111	Employer Medicare Expense	570	199	0	371	65.07%
5112	Social Security Employer Exp	2,436	850	0	1,585	65.08%
5115	CA Unemployment Insurance Exp	173	12	0	161	92.98%
5116	CA Training Tax Expense	5	0	0	5	94.85%
5120	Workers Compensation Expense	365	183	0	182	49.86%
5130	Group Health Insurance Expense	4,707	851	0	3,856	81.92%
5140	Employers 457 Expense	2,357	756	0	1,601	67.91%
5160	Group Dental Insurance	385	52	0	333	86.56%
5170	Group Vision Insurance	85	19	0	67	78.12%
5180	Group Life Insurance	27	4	0	23	84.14%
5200	Materials and Supplies	299	163	0	136	45.46%
5210	Facility Materials and Supplies	24	0	0	24	99.50%
5300	Rent Expense	2,413	975	0	1,438	59.60%
5310	Common Area Maintenance	252	162	0	90	35.71%
5320	Telephone Expense	104	63	0	41	39.33%
5330	Utilities Expense	245	141	0	103	42.21%
5400	Postage Expense	14	(5)	0	19	136.82%
5410	Printing Expense	116	40	0	75	65.07%
5420	Advertising Expense	171	0	0	171	100.00%
5430	Bank Charges	2	1	0	1	61.93%
5440	Dues and Membership Expense	121	0	0	121	100.00%
5450	Publications Expense	5	0	0	5	100.00%
5500	Auditing Fees	478	0	0	478	100.00%
5510	Legal Fees	503	0	0	503	100.00%
5520	Consulting/Professional Services	398	0	0	398	100.00%
5530	Taxes and Fees	4	0	0	4	100.00%
5600	Office Equipment	5	0	0	5	100.00%
5610	Equipment Maintenance	54	(108)	0	162	301.15%
5620	Equipment Rental	189	65	0	123	65.31%
5630	Software Expense	126	23	0	103	81.84%
5631	Software Maintenance	126	0	0	126	100.00%
5640	Internet Expense	151	110	0	41	27.18%
5650	Computer Hardware	161	200	0	(39)	(24.02)%
5660	Furniture & Fixtures	63	16	0	47	75.19%
5700	Client Transportation Assistance Exp	(1)	0	0	(1)	100.00%
5710	Employee Education Expense	16	0	0	16	100.00%
5720	Staff Travel Expense	139	70	0	69	49.78%
5730	Conference, Conventions & Meetings	76	0	0	76	100.00%
5800	Subcontracted Program Services	0	0	1,394	(1,394)	(100.00)%
5810	General Operating Services	1,222	517	0	706	57.73%
5820	Facility Maintenance Services	79	77	0	1	1.84%
5900	Insurance Expense	221	0	0	221	100.00%
Total EXP	EXPENDITURES	(58,187)	(18,530)	(1,394)	38,263	65.76%
	Total 5933 - Rapid Response Layoff Av	0	(3,683)	(1,394)	(5,077)	(100.00)%

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Madera County Workforce Investment Corporation
 Encumbrance Budget - MCWIC Board Budget to Actual by Grant Report
 From 7/1/2018 Through 10/31/2018

5972 - MCDC ●
 Realignment
 Services - Post
 Release
 (probation)

Account Code	Account Title	Budget	YTD Actuals	YTD Enc's	Budget Variance	Variance %
REV	REVENUE					
4300	Other Income	19,185	2,333	0	(16,852)	87.83%
Total REV	REVENUE	19,185	2,333	0	(16,852)	87.84%
EXP	EXPENDITURES					
5100	Staff Salaries	12,638	1,332	0	11,306	89.46%
5105	Vacation	0	102	0	(102)	(100.00)%
5111	Employer Medicare Expense	185	22	0	164	88.33%
5112	Social Security Employer Exp	792	92	0	700	88.34%
5115	CA Unemployment Insurance Exp	56	1	0	55	98.04%
5116	CA Training Tax Expense	2	0	0	2	98.83%
5120	Workers Compensation Expense	119	18	0	101	84.88%
5130	Group Health Insurance Expense	1,531	95	0	1,436	93.77%
5140	Employers 457 Expense	767	84	0	683	89.07%
5160	Group Dental Insurance	125	8	0	117	93.29%
5170	Group Vision Insurance	28	2	0	26	92.15%
5180	Group Life Insurance	9	1	0	8	93.99%
5200	Materials and Supplies	353	16	0	337	95.53%
5210	Facility Materials and Supplies	8	0	0	8	99.88%
5300	Rent Expense	833	108	0	725	87.04%
5310	Common Area Maintenance	87	13	0	75	85.63%
5320	Telephone Expense	36	7	0	28	79.38%
5330	Utilities Expense	84	14	0	71	83.85%
5400	Postage Expense	5	0	0	5	96.65%
5410	Printing Expense	40	3	0	37	92.49%
5420	Advertising Expense	59	0	0	59	100.00%
5430	Bank Charges	1	0	0	1	88.52%
5440	Dues and Membership Expense	42	0	0	42	100.00%
5450	Publications Expense	2	0	0	2	100.00%
5500	Auditing Fees	165	10	0	155	94.10%
5510	Legal Fees	174	0	0	174	99.98%
5520	Consulting/Professional Services	137	0	0	137	100.00%
5530	Taxes and Fees	2	0	0	2	99.34%
5600	Office Equipment	2	0	0	2	100.00%
5610	Equipment Maintenance	19	73	0	(55)	(292.90)%
5620	Equipment Rental	65	8	0	57	87.14%
5630	Software Expense	43	2	0	42	96.20%
5631	Software Maintenance	43	15	0	28	64.57%
5640	Internet Expense	52	12	0	40	77.15%
5650	Computer Hardware	56	18	0	38	68.18%
5660	Furniture & Fixtures	22	3	0	19	88.30%
5710	Employee Education Expense	6	0	0	6	100.00%
5720	Staff Travel Expense	48	206	0	(159)	(332.12)%
5730	Conference, Conventions & Meetings	26	0	0	26	100.00%
5810	General Operating Services	422	65	0	357	84.58%
5820	Facility Maintenance Services	27	4	0	23	85.65%
5900	Insurance Expense	76	0	0	76	99.65%
Total EXP	EXPENDITURES	(19,185)	(2,333)	0	16,851	87.84%
	Total 5972 - MCDC Realignment Servic	0	0	0	(0)	0.00%

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Madera County Workforce Investment Corporation
 Encumbrance Budget - MCWIC Board Budget to Actual by Grant Report
 From 7/1/2018 Through 10/31/2018

5973 - MCDC
 Realignment
 Services- In
 Custody

Account Code	Account Title	Budget	YTD Actuals	YTD Enc's	Budget Variance	Variance %
REV	REVENUE					
4300	Other Income	29,445	10,483	0	(18,962)	64.39%
Total REV	REVENUE	29,445	10,483	0	(18,962)	64.40%
EXP	EXPENDITURES					
5100	Staff Salaries	17,251	6,632	0	10,620	61.55%
5105	Vacation	0	461	0	(461)	(100.00)%
5111	Employer Medicare Expense	252	107	0	145	57.63%
5112	Social Security Employer Exp	1,076	456	0	620	57.62%
5115	CA Unemployment Insurance Exp	76	6	0	70	91.90%
5116	CA Training Tax Expense	2	0	0	2	93.53%
5120	Workers Compensation Expense	161	88	0	74	45.65%
5130	Group Health Insurance Expense	2,080	488	0	1,592	76.53%
5140	Employers 457 Expense	1,042	413	0	629	60.33%
5160	Group Dental Insurance	170	37	0	133	77.98%
5170	Group Vision Insurance	38	11	0	27	70.28%
5180	Group Life Insurance	12	3	0	9	73.97%
5200	Materials and Supplies	2,645	74	0	2,571	97.18%
5210	Facility Materials and Supplies	12	0	0	12	99.83%
5300	Rent Expense	1,174	536	0	639	54.39%
5310	Common Area Maintenance	123	110	0	13	10.75%
5320	Telephone Expense	50	40	0	11	20.94%
5330	Utilities Expense	119	80	0	39	32.66%
5400	Postage Expense	7	4	0	3	44.80%
5410	Printing Expense	56	22	0	34	60.75%
5420	Advertising Expense	83	0	0	83	100.00%
5430	Bank Charges	1	0	0	1	58.13%
5440	Dues and Membership Expense	59	0	0	59	100.00%
5450	Publications Expense	2	0	0	2	100.00%
5500	Auditing Fees	233	40	0	193	82.99%
5510	Legal Fees	245	0	0	245	99.92%
5520	Consulting/Professional Services	194	0	0	194	100.00%
5530	Taxes and Fees	2	0	0	2	97.68%
5600	Office Equipment	2	0	0	2	100.00%
5610	Equipment Maintenance	26	266	0	(240)	(914.63)%
5620	Equipment Rental	92	47	0	45	49.30%
5630	Software Expense	61	8	0	53	86.46%
5631	Software Maintenance	61	35	0	26	42.84%
5640	Internet Expense	73	55	0	18	24.77%
5650	Computer Hardware	78	136	0	(57)	(72.87)%
5660	Furniture & Fixtures	31	12	0	19	61.78%
5710	Employee Education Expense	8	0	0	8	100.00%
5720	Staff Travel Expense	1,067	31	0	1,037	97.14%
5730	Conference, Conventions & Meetings	37	0	0	37	100.00%
5810	General Operating Services	595	341	0	254	42.72%
5820	Facility Maintenance Services	38	(57)	0	95	247.70%
5900	Insurance Expense	107	2	0	106	98.39%
Total EXP	EXPENDITURES	(29,445)	(10,483)	0	18,962	64.40%
	Total 5973 - MCDC Realignment Servic	0	0	0	(0)	0.00%

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Madera County Workforce Investment Corporation
 Encumbrance Budget - MCWIC Board Budget to Actual by Grant Report
 From 7/1/2018 Through 10/31/2018

5978 - WP ●
 DEI Round 7

Account Code	Account Title	Budget	YTD Actuals	YTD Enc's	Budget Variance	Variance %
REV	REVENUE					
4000	Grant Revenue	3,160	0	0	(3,160)	100.00%
4300	Other Income	0	1,332	0	1,332	(100.00)%
Total REV	REVENUE	3,160	1,332	0	(1,828)	57.85%
EXP	EXPENDITURES					
5720	Staff Travel Expense	3,160	1,332	0	1,828	57.85%
Total EXP	EXPENDITURES	<u>(3,160)</u>	<u>(1,332)</u>	0	<u>1,828</u>	<u>57.88%</u>
	Total 5978 - WP DEI Round 7	0	0	0	0	0.00%

Madera County Workforce Investment Corporation
 Encumbrance Budget - MCWIC Board Budget to Actual by Grant Report
 From 7/1/2018 Through 10/31/2018

5979 - ELL
 Navigator

Account Code	Account Title	Budget	YTD Actuals	YTD Enc's	Budget Variance	Variance %
REV	REVENUE					
4000	Grant Revenue	258,113	68,217	0	(189,896)	73.57%
Total REV	REVENUE	258,113	68,217	0	(189,896)	73.57%
EXP	EXPENDITURES					
5100	Staff Salaries	34,983	19,897	0	15,086	43.12%
5105	Vacation	0	2,246	0	(2,246)	(100.00)%
5111	Employer Medicare Expense	507	342	0	166	32.65%
5112	Social Security Employer Exp	2,169	1,461	0	708	32.65%
5115	CA Unemployment Insurance Exp	154	21	0	133	86.39%
5116	CA Training Tax Expense	5	0	0	4	89.93%
5120	Workers Compensation Expense	325	246	0	79	24.38%
5130	Group Health Insurance Expense	4,192	1,426	0	2,766	65.98%
5140	Employers 457 Expense	2,099	1,286	0	813	38.73%
5160	Group Dental Insurance	343	150	0	193	56.17%
5170	Group Vision Insurance	76	33	0	43	56.92%
5180	Group Life Insurance	24	6	0	18	74.91%
5200	Materials and Supplies	260	232	0	28	10.90%
5210	Facility Materials and Supplies	21	0	0	21	99.34%
5220	Client Materials and Supplies	0	1,024	0	(1,024)	(100.00)%
5300	Rent Expense	2,101	1,620	0	482	22.91%
5310	Common Area Maintenance	220	127	0	93	42.22%
5320	Telephone Expense	90	124	0	(33)	(37.03)%
5330	Utilities Expense	213	190	0	23	10.90%
5400	Postage Expense	12	4	0	8	69.54%
5410	Printing Expense	101	35	0	66	65.56%
5420	Advertising Expense	149	0	0	149	100.00%
5430	Bank Charges	2	1	0	0	28.75%
5440	Dues and Membership Expense	105	0	0	105	100.00%
5450	Publications Expense	4	0	0	4	100.00%
5500	Auditing Fees	416	121	0	296	71.02%
5510	Legal Fees	438	1	0	438	99.84%
5520	Consulting/Professional Services	346	0	0	346	100.00%
5530	Taxes and Fees	4	0	0	4	94.81%
5600	Office Equipment	4	0	0	4	100.00%
5610	Equipment Maintenance	47	375	0	(328)	(697.97)%
5620	Equipment Rental	164	128	0	36	21.93%
5630	Software Expense	110	23	0	86	78.72%
5631	Software Maintenance	110	271	0	(161)	(146.91)%
5640	Internet Expense	132	174	0	(42)	(32.09)%
5650	Computer Hardware	140	166	0	(26)	(18.30)%
5660	Furniture & Fixtures	55	43	0	11	20.91%
5700	Client Transportation Assistance Exp	(9)	568	1,894	(2,471)	28,237.14%
5710	Employee Education Expense	14	0	0	14	100.00%
5720	Staff Travel Expense	129	801	0	(672)	(519.79)%
5730	Conference, Conventions & Meetings	66	0	0	66	100.00%
5800	Subcontracted Program Services	206,466	50,160	148,972	7,334	3.55%
5810	General Operating Services	1,064	1,001	0	63	5.89%
5820	Facility Maintenance Services	69	137	0	(68)	(99.78)%
5900	Insurance Expense	192	6	0	186	96.75%
Total EXP	EXPENDITURES	(258,113)	(84,444)	(150,866)	22,804	8.83%
	Total 5979 - ELL Navigator	(0)	(16,227)	(150,866)	(167,092)	(100.00)%

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Madera County Workforce Investment Corporation
 Encumbrance Budget - MCWIC Board Budget to Actual by Grant Report
 From 7/1/2018 Through 10/31/2018

5980 - ●
 Disability
 Employment
 Accelerator
 Phase III

Account Code	Account Title	Budget	YTD Actuals	YTD Enc's	Budget Variance	Variance %
REV	REVENUE					
4000	Grant Revenue	115,728	72,014	0	(43,714)	37.77%
Total REV	REVENUE	115,728	72,014	0	(43,714)	37.77%
EXP	EXPENDITURES					
5100	Staff Salaries	26,563	32,507	0	(5,944)	(22.37)%
5105	Vacation	0	2,225	0	(2,225)	(100.00)%
5111	Employer Medicare Expense	365	526	0	(161)	(44.08)%
5112	Social Security Employer Exp	1,561	2,249	0	(688)	(44.07)%
5115	CA Unemployment Insurance Exp	111	31	0	80	72.38%
5116	CA Training Tax Expense	3	1	0	3	79.46%
5120	Workers Compensation Expense	234	413	0	(178)	(76.20)%
5130	Group Health Insurance Expense	3,016	2,477	0	540	17.89%
5140	Employers 457 Expense	1,601	2,004	0	(403)	(25.15)%
5160	Group Dental Insurance	247	216	0	31	12.63%
5170	Group Vision Insurance	55	57	0	(2)	(3.92)%
5180	Group Life Insurance	17	12	0	6	33.87%
5200	Materials and Supplies	701	370	0	332	47.26%
5210	Facility Materials and Supplies	57	0	0	57	99.65%
5220	Client Materials and Supplies	0	447	833	(1,280)	(100.00)%
5300	Rent Expense	5,670	2,630	0	3,040	53.61%
5310	Common Area Maintenance	593	467	0	126	21.25%
5320	Telephone Expense	244	178	0	65	26.83%
5330	Utilities Expense	575	403	0	171	29.81%
5400	Postage Expense	33	16	0	17	51.49%
5410	Printing Expense	272	103	0	169	62.27%
5420	Advertising Expense	402	0	0	402	100.00%
5430	Bank Charges	4	2	0	2	55.07%
5440	Dues and Membership Expense	283	0	150	133	47.04%
5450	Publications Expense	12	0	0	12	100.00%
5500	Auditing Fees	1,124	115	0	1,009	89.78%
5510	Legal Fees	1,183	1	0	1,182	99.91%
5520	Consulting/Professional Services	934	1,667	1,176	(1,908)	(204.22)%
5530	Taxes and Fees	10	0	0	10	97.11%
5600	Office Equipment	11	0	0	11	100.00%
5610	Equipment Maintenance	127	75	0	51	40.60%
5620	Equipment Rental	444	226	0	218	49.06%
5630	Software Expense	296	49	0	247	83.36%
5631	Software Maintenance	296	432	0	(136)	(46.15)%
5640	Internet Expense	355	265	0	90	25.35%
5650	Computer Hardware	379	555	0	(176)	(46.60)%
5660	Furniture & Fixtures	148	58	0	90	60.87%
5700	Client Transportation Assistance Exp	0	1,268	3,468	(4,736)	(100.00)%
5710	Employee Education Expense	38	0	0	38	100.00%
5720	Staff Travel Expense	325	612	0	(287)	(88.28)%
5730	Conference, Conventions & Meetings	177	800	0	(623)	(350.90)%
5800	Subcontracted Program Services	77,173	32,893	50,659	(6,378)	(8.26)%
5810	General Operating Services	2,871	1,736	0	1,136	39.54%
5820	Facility Maintenance Services	185	(13)	0	198	106.84%
5900	Insurance Expense	519	10	0	509	98.06%
Total EXP	EXPENDITURES	(129,213)	(88,080)	(56,286)	(15,152)	(11.73)%
	Total 5980 - Disability Employment Acc	(13,485)	(16,066)	(56,286)	(58,866)	(436.52)%

Madera County Workforce Investment Corporation
 Encumbrance Budget - MCWIC Board Budget to Actual by Grant Report
 From 7/1/2018 Through 10/31/2018

5986 - WAF ●
 6.0 Ex
 Offender

Account Code	Account Title	Budget	YTD Actuals	YTD Enc's	Budget Variance	Variance %
REV	REVENUE					
4000	Grant Revenue	125,000	23,074	0	(101,926)	81.54%
Total REV	REVENUE	125,000	23,074	0	(101,926)	81.54%
EXP	EXPENDITURES					
5100	Staff Salaries	80,963	17,414	0	63,549	78.49%
5105	Vacation	0	1,434	0	(1,434)	(100.00)%
5111	Employer Medicare Expense	1,174	284	0	890	75.80%
5112	Social Security Employer Exp	5,019	1,214	0	3,805	75.80%
5115	CA Unemployment Insurance Exp	357	15	0	341	95.68%
5116	CA Training Tax Expense	11	0	0	10	96.85%
5120	Workers Compensation Expense	753	238	0	515	68.42%
5130	Group Health Insurance Expense	9,700	1,341	0	8,359	86.17%
5140	Employers 457 Expense	4,857	1,101	0	3,757	77.33%
5160	Group Dental Insurance	794	116	0	678	85.40%
5170	Group Vision Insurance	176	31	0	145	82.49%
5180	Group Life Insurance	56	7	0	49	87.74%
5200	Materials and Supplies	2,144	242	0	1,902	88.73%
5210	Facility Materials and Supplies	56	0	0	56	99.76%
5300	Rent Expense	5,519	1,412	0	4,107	74.41%
5310	Common Area Maintenance	577	191	0	386	66.90%
5320	Telephone Expense	237	95	0	142	59.76%
5330	Utilities Expense	559	184	0	376	67.14%
5400	Postage Expense	32	0	0	31	98.70%
5410	Printing Expense	265	46	0	219	82.69%
5420	Advertising Expense	391	0	0	391	100.00%
5430	Bank Charges	4	1	0	3	76.67%
5440	Dues and Membership Expense	276	0	0	276	100.00%
5450	Publications Expense	11	0	0	11	100.00%
5500	Auditing Fees	1,094	112	0	982	89.74%
5510	Legal Fees	1,151	0	0	1,151	99.96%
5520	Consulting/Professional Services	909	0	0	909	100.00%
5530	Taxes and Fees	10	0	0	10	98.91%
5600	Office Equipment	11	0	0	11	100.00%
5610	Equipment Maintenance	123	(154)	0	278	225.20%
5620	Equipment Rental	432	108	0	324	75.09%
5630	Software Expense	288	24	0	263	91.50%
5631	Software Maintenance	288	261	0	27	9.25%
5640	Internet Expense	686	158	0	529	77.03%
5650	Computer Hardware	1,927	226	0	1,702	88.29%
5660	Furniture & Fixtures	144	33	0	111	76.97%
5700	Client Transportation Assistance Exp	(1)	0	0	(1)	100.00%
5710	Employee Education Expense	37	0	0	37	100.00%
5720	Staff Travel Expense	317	199	0	118	37.25%
5730	Conference, Conventions & Meetings	173	0	0	173	100.00%
5800	Subcontracted Program Services	0	88	0	(88)	(100.00)%
5810	General Operating Services	2,795	912	0	1,883	67.37%
5820	Facility Maintenance Services	180	72	0	109	60.29%
5900	Insurance Expense	505	4	0	502	99.29%
Total EXP	EXPENDITURES	(125,000)	(27,408)	0	97,592	78.07%
	Total 5986 - WAF 6.0 Ex Offender	(0)	(4,334)	0	(4,334)	(100.00)%

Madera County Workforce Investment Corporation
 Encumbrance Budget - MCWIC Board Budget to Actual by Grant Report
 From 7/1/2018 Through 10/31/2018

5987 - Merced ●
 Regional
 Training
 Contract #3

Account Code	Account Title	Budget	YTD Actuals	YTD Enc's	Budget Variance	Variance %
REV	REVENUE					
4000	Grant Revenue	0	625	0	625	(100.00)%
Total REV	REVENUE	0	625	0	625	(100.00)%
EXP	EXPENDITURES					
5720	Staff Travel Expense	0	563	0	(563)	(100.00)%
5730	Conference, Conventions & Meetings	0	62	0	(62)	(100.00)%
Total EXP	EXPENDITURES	0	(625)	0	(625)	(100.00)%
	Total 5987 - Merced Regional Training	0	0	0	0	0.00%

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Madera County Workforce Investment Corporation
 Encumbrance Budget - MCWIC Board Budget to Actual by Grant Report
 From 7/1/2018 Through 10/31/2018

5988 - FRWDB
 WAF6.0 VIPER

Account Code	Account Title	Budget	YTD Actuals	YTD Enc's	Budget Variance	Variance %
REV	REVENUE					
4000	Grant Revenue	10,696	9,518	0	(1,178)	11.01%
Total REV	REVENUE	10,696	9,518	0	(1,178)	11.01%
EXP	EXPENDITURES					
5100	Staff Salaries	7,271	6,114	0	1,157	15.91%
5105	Vacation	0	488	0	(488)	(100.00)%
5111	Employer Medicare Expense	103	101	0	2	1.89%
5112	Social Security Employer Exp	440	431	0	8	1.91%
5115	CA Unemployment Insurance Exp	45	6	0	39	87.01%
5116	CA Training Tax Expense	1	0	0	1	90.44%
5120	Workers Compensation Expense	78	70	0	8	9.68%
5130	Group Health Insurance Expense	760	467	0	293	38.50%
5140	Employers 457 Expense	429	386	0	43	9.96%
5160	Group Dental Insurance	86	49	0	37	43.38%
5170	Group Vision Insurance	19	11	0	9	44.38%
5180	Group Life Insurance	7	2	0	5	76.38%
5200	Materials and Supplies	2	67	0	(65)	(3,300.51)%
5210	Facility Materials and Supplies	6	0	0	6	99.17%
5300	Rent Expense	363	497	0	(134)	(36.81)%
5310	Common Area Maintenance	63	60	0	4	5.64%
5320	Telephone Expense	12	32	0	(20)	(167.11)%
5330	Utilities Expense	35	70	0	(35)	(98.91)%
5400	Postage Expense	6	3	0	2	43.98%
5410	Printing Expense	10	15	0	(5)	(46.05)%
5420	Advertising Expense	43	0	0	43	100.00%
5430	Bank Charges	0	0	0	(0)	(29.62)%
5440	Dues and Membership Expense	30	0	0	30	100.00%
5450	Publications Expense	1	0	0	1	100.00%
5500	Auditing Fees	120	21	0	99	82.73%
5510	Legal Fees	80	0	0	79	99.66%
5520	Consulting/Professional Services	99	0	0	99	100.00%
5530	Taxes and Fees	1	0	0	1	92.79%
5600	Office Equipment	1	0	0	1	100.00%
5610	Equipment Maintenance	19	(50)	0	69	358.46%
5620	Equipment Rental	24	43	0	(19)	(75.80)%
5630	Software Expense	31	9	0	23	72.59%
5631	Software Maintenance	31	96	0	(65)	(205.84)%
5640	Internet Expense	15	50	0	(36)	(245.71)%
5650	Computer Hardware	37	71	0	(35)	(95.50)%
5660	Furniture & Fixtures	16	13	0	3	18.10%
5700	Client Transportation Assistance Exp	7	0	0	7	100.00%
5710	Employee Education Expense	3	0	0	3	100.00%
5720	Staff Travel Expense	4	26	0	(23)	(642.45)%
5730	Conference, Conventions & Meetings	14	0	0	14	100.00%
5810	General Operating Services	306	334	0	(28)	(9.21)%
5820	Facility Maintenance Services	119	34	0	86	71.86%
5900	Insurance Expense	41	2	0	39	94.10%
Total EXP	EXPENDITURES	(10,779)	(9,518)	0	1,261	11.70%
	Total 5988 - FRWDB WAF6.0 VIPER	(83)	0	0	83	100.00%

Madera County Workforce Investment Corporation
 Encumbrance Budget - MCWIC Board Budget to Actual by Grant Report
 From 7/1/2018 Through 10/31/2018

5989 - Fresno
 State Financial
 Lit

Account Code	Account Title	Budget	YTD Actuals	YTD Enc's	Budget Variance	Variance %
REV	REVENUE					
4000	Grant Revenue	38,033	0	0	(38,033)	100.00%
4300	Other Income	0	16,219	0	16,219	(100.00)%
Total REV	REVENUE	38,033	16,219	0	(21,814)	57.36%
EXP	EXPENDITURES					
5100	Staff Salaries	19,023	10,217	0	8,806	46.29%
5105	Vacation	0	1,181	0	(1,181)	(100.00)%
5111	Employer Medicare Expense	276	174	0	102	37.05%
5112	Social Security Employer Exp	1,179	742	0	437	37.06%
5115	CA Unemployment Insurance Exp	84	4	0	80	94.96%
5116	CA Training Tax Expense	3	0	0	2	96.45%
5120	Workers Compensation Expense	177	80	0	97	54.58%
5130	Group Health Insurance Expense	2,279	791	0	1,488	65.29%
5140	Employers 457 Expense	1,141	675	0	466	40.85%
5160	Group Dental Insurance	186	132	0	54	29.00%
5170	Group Vision Insurance	41	18	0	23	56.05%
5180	Group Life Insurance	13	1	0	12	95.05%
5200	Materials and Supplies	148	65	0	83	56.20%
5210	Facility Materials and Supplies	12	0	0	12	99.75%
5300	Rent Expense	1,192	838	0	355	29.75%
5310	Common Area Maintenance	125	36	0	89	71.01%
5320	Telephone Expense	51	53	0	(2)	(3.76)%
5330	Utilities Expense	121	112	0	9	7.61%
5400	Postage Expense	7	33	0	(26)	(383.91)%
5410	Printing Expense	6,873	10	0	6,863	99.86%
5420	Advertising Expense	85	0	0	85	100.00%
5430	Bank Charges	1	1	0	0	26.43%
5440	Dues and Membership Expense	60	0	0	60	100.00%
5450	Publications Expense	2	0	0	2	100.00%
5500	Auditing Fees	236	1	0	235	99.38%
5510	Legal Fees	249	1	0	248	99.54%
5520	Consulting/Professional Services	196	0	0	196	100.00%
5530	Taxes and Fees	2	0	0	2	84.47%
5600	Office Equipment	2	0	0	2	100.00%
5610	Equipment Maintenance	27	(60)	0	86	323.42%
5620	Equipment Rental	93	99	0	(5)	(5.60)%
5630	Software Expense	62	6	0	57	90.91%
5631	Software Maintenance	62	63	0	(1)	(1.17)%
5640	Internet Expense	75	70	0	4	5.72%
5650	Computer Hardware	80	48	0	32	40.21%
5660	Furniture & Fixtures	31	35	0	(4)	(13.09)%
5700	Client Transportation Assistance Exp	(1)	0	0	(1)	100.00%
5710	Employee Education Expense	2,982	0	0	2,982	100.00%
5720	Staff Travel Expense	70	104	0	(35)	(49.65)%
5730	Conference, Conventions & Meetings	37	0	0	37	100.00%
5810	General Operating Services	604	655	0	(51)	(8.42)%
5820	Facility Maintenance Services	39	24	0	15	39.32%
5900	Insurance Expense	109	11	0	98	90.15%
Total EXP	EXPENDITURES	(38,033)	(16,219)	0	21,814	57.36%
	Total 5989 - Fresno State Financial Lit	(0)	0	0	0	0.00%

Madera County Workforce Investment Corporation
 Encumbrance Budget - MCWIC Board Budget to Actual by Grant Report
 From 7/1/2018 Through 10/31/2018

9905 - DSS
 Assessment
 Services
 Contract

Account Code	Account Title	Budget	YTD Actuals	YTD Enc's	Budget Variance	Variance %
REV	REVENUE					
4300	Other Income	205,200	5,215	0	(199,985)	97.45%
Total REV	REVENUE	205,200	5,215	0	(199,985)	97.46%
EXP	EXPENDITURES					
5100	Staff Salaries	14,654	0	0	14,654	100.00%
5111	Employer Medicare Expense	212	0	0	212	100.00%
5112	Social Security Employer Exp	909	0	0	909	100.00%
5115	CA Unemployment Insurance Exp	65	0	0	65	100.00%
5116	CA Training Tax Expense	2	0	0	2	100.00%
5120	Workers Compensation Expense	136	0	0	136	100.00%
5130	Group Health Insurance Expense	1,756	0	0	1,756	100.00%
5140	Employers 457 Expense	879	0	0	879	100.00%
5160	Group Dental Insurance	144	0	0	144	100.00%
5170	Group Vision Insurance	32	0	0	32	100.00%
5180	Group Life Insurance	10	0	0	10	100.00%
5200	Materials and Supplies	119	0	0	119	100.00%
5210	Facility Materials and Supplies	10	0	0	10	100.00%
5300	Rent Expense	961	0	0	961	100.00%
5310	Common Area Maintenance	101	0	0	101	100.00%
5320	Telephone Expense	41	0	0	41	100.00%
5330	Utilities Expense	97	0	0	97	100.00%
5400	Postage Expense	6	0	0	6	100.00%
5410	Printing Expense	46	0	0	46	100.00%
5420	Advertising Expense	68	0	0	68	100.00%
5430	Bank Charges	1	0	0	1	100.00%
5440	Dues and Membership Expense	48	0	0	48	100.00%
5450	Publications Expense	2	0	0	2	100.00%
5500	Auditing Fees	191	0	0	191	100.00%
5510	Legal Fees	201	0	0	201	100.00%
5520	Consulting/Professional Services	158	0	0	158	100.00%
5530	Taxes and Fees	2	0	0	2	100.00%
5600	Office Equipment	2	0	0	2	100.00%
5610	Equipment Maintenance	21	0	0	21	98.60%
5620	Equipment Rental	75	0	0	75	100.00%
5630	Software Expense	50	0	0	50	100.00%
5631	Software Maintenance	50	0	0	50	100.00%
5640	Internet Expense	60	0	0	60	100.00%
5650	Computer Hardware	64	0	0	64	100.00%
5660	Furniture & Fixtures	25	0	0	25	100.00%
5700	Client Transportation Assistance Exp	5	0	0	5	100.00%
5710	Employee Education Expense	7	0	0	7	100.00%
5720	Staff Travel Expense	50	227	0	(177)	(353.38)%
5730	Conference, Conventions & Meetings	30	0	0	30	100.00%
5800	Subcontracted Program Services	0	2,795	0	(2,795)	(100.00)%
5810	General Operating Services	487	0	0	487	100.00%
5820	Facility Maintenance Services	31	0	0	31	100.00%
5900	Insurance Expense	88	0	0	88	100.00%
Total EXP	EXPENDITURES	(21,896)	(3,023)	0	18,873	86.20%
	Total 9905 - DSS Assessment Services	183,304	2,192	0	(181,112)	98.80%

Madera County Workforce Investment Corporation
 Encumbrance Budget - MCWIC Board Budget to Actual by Grant Report
 From 7/1/2018 Through 10/31/2018

9906 - DSS ●
 Job Fair
 Contract

Account Code	Account Title	Budget	YTD Actuals	YTD Enc's	Budget Variance	Variance %
REV	REVENUE					
4300	Other Income	22,898	0	0	(22,898)	100.00%
Total REV	REVENUE	22,898	0	0	(22,898)	100.00%
EXP	EXPENDITURES					
5100	Staff Salaries	13,661	0	0	13,661	100.00%
5111	Employer Medicare Expense	198	0	0	198	100.00%
5112	Social Security Employer Exp	847	0	0	847	100.00%
5115	CA Unemployment Insurance Exp	60	0	0	60	100.00%
5116	CA Training Tax Expense	2	0	0	2	100.00%
5120	Workers Compensation Expense	127	0	0	127	100.00%
5130	Group Health Insurance Expense	1,637	0	0	1,637	100.00%
5140	Employers 457 Expense	820	0	0	820	100.00%
5160	Group Dental Insurance	134	0	0	134	100.00%
5170	Group Vision Insurance	30	0	0	30	100.00%
5180	Group Life Insurance	9	0	0	9	100.00%
5200	Materials and Supplies	104	0	0	104	100.00%
5210	Facility Materials and Supplies	8	0	0	8	100.00%
5300	Rent Expense	840	0	0	840	100.00%
5310	Common Area Maintenance	88	0	0	88	100.00%
5320	Telephone Expense	36	0	0	36	100.00%
5330	Utilities Expense	85	0	0	85	100.00%
5400	Postage Expense	5	0	0	5	100.00%
5410	Printing Expense	40	0	0	40	100.00%
5420	Advertising Expense	2,159	0	0	2,159	100.00%
5430	Bank Charges	1	0	0	1	100.00%
5440	Dues and Membership Expense	42	0	0	42	100.00%
5450	Publications Expense	2	0	0	2	100.00%
5500	Auditing Fees	166	0	0	166	100.00%
5510	Legal Fees	175	0	0	175	100.00%
5520	Consulting/Professional Services	138	0	0	138	100.00%
5530	Taxes and Fees	2	0	0	2	100.00%
5600	Office Equipment	2	0	0	2	100.00%
5610	Equipment Maintenance	19	0	0	19	100.00%
5620	Equipment Rental	66	0	0	66	100.00%
5630	Software Expense	44	0	0	44	100.00%
5631	Software Maintenance	44	0	0	44	100.00%
5640	Internet Expense	53	0	0	53	100.00%
5650	Computer Hardware	56	0	0	56	100.00%
5660	Furniture & Fixtures	22	0	0	22	100.00%
5700	Client Transportation Assistance Exp	(1)	0	0	(1)	100.00%
5710	Employee Education Expense	6	0	0	6	100.00%
5720	Staff Travel Expense	50	0	0	50	100.00%
5730	Conference, Conventions & Meetings	26	0	0	26	100.00%
5810	General Operating Services	994	450	0	544	54.74%
5820	Facility Maintenance Services	27	0	0	27	100.00%
5900	Insurance Expense	77	0	0	77	100.00%
Total EXP	EXPENDITURES	(22,899)	(450)	0	22,449	98.03%
	Total 9906 - DSS Job Fair Contract	(1)	(450)	0	(449)	(44,900.00)%

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Madera County Workforce Investment Corporation
 Encumbrance Budget - MCWIC Board Budget to Actual by Grant Report
 From 7/1/2018 Through 10/31/2018

9907 - DSS
 TJT Contract

Account Code	Account Title	Budget	YTD Actuals	YTD Enc's	Budget Variance	Variance %
REV	REVENUE					
4300	Other Income	250,000	30,631	0	(219,369)	87.74%
Total REV	REVENUE	250,000	30,631	0	(219,369)	87.75%
EXP	EXPENDITURES					
5100	Staff Salaries	73,934	19,492	0	54,442	73.63%
5105	Vacation	0	1,636	0	(1,636)	(100.00)%
5111	Employer Medicare Expense	1,188	320	0	868	73.03%
5112	Social Security Employer Exp	5,079	1,369	0	3,709	73.03%
5115	CA Unemployment Insurance Exp	361	18	0	343	95.14%
5116	CA Training Tax Expense	11	0	0	11	96.43%
5120	Workers Compensation Expense	762	264	0	497	65.29%
5130	Group Health Insurance Expense	9,815	1,496	0	8,318	84.75%
5140	Employers 457 Expense	4,915	1,224	0	3,690	75.08%
5160	Group Dental Insurance	803	111	0	692	86.13%
5170	Group Vision Insurance	178	34	0	144	80.69%
5180	Group Life Insurance	57	8	0	48	85.09%
5200	Materials and Supplies	736	256	0	480	65.22%
5210	Facility Materials and Supplies	60	0	0	60	99.73%
5300	Rent Expense	5,947	1,578	0	4,369	73.46%
5310	Common Area Maintenance	622	235	0	386	62.12%
5320	Telephone Expense	256	107	0	149	58.19%
5330	Utilities Expense	603	207	0	395	65.58%
5400	Postage Expense	34	(5)	0	39	115.30%
5410	Printing Expense	285	56	0	229	80.22%
5420	Advertising Expense	422	0	0	422	100.00%
5430	Bank Charges	4	1	0	3	75.80%
5440	Dues and Membership Expense	297	0	0	297	100.00%
5450	Publications Expense	12	0	0	12	100.00%
5500	Auditing Fees	1,179	138	0	1,041	88.30%
5510	Legal Fees	1,241	0	0	1,240	99.98%
5520	Consulting/Professional Services	980	0	0	980	100.00%
5530	Taxes and Fees	11	0	0	11	99.54%
5600	Office Equipment	11	0	0	11	100.00%
5610	Equipment Maintenance	133	(83)	0	216	162.75%
5620	Equipment Rental	465	111	0	355	76.21%
5630	Software Expense	310	30	0	280	90.17%
5631	Software Maintenance	310	328	0	(18)	(5.71)%
5640	Internet Expense	372	182	0	191	51.22%
5650	Computer Hardware	397	278	0	119	29.94%
5660	Furniture & Fixtures	155	32	0	123	79.24%
5700	Client Transportation Assistance Exp	(2)	0	0	(2)	100.00%
5710	Employee Education Expense	40	0	0	40	100.00%
5720	Staff Travel Expense	343	25	0	318	92.61%
5730	Conference, Conventions & Meetings	186	0	0	186	100.00%
5800	Subcontracted Program Services	133,741	100	30,289	103,353	77.27%
5810	General Operating Services	3,012	985	0	2,027	67.29%
5820	Facility Maintenance Services	194	93	0	101	52.06%
5900	Insurance Expense	544	2	0	543	99.70%
Total EXP	EXPENDITURES	(250,000)	(30,631)	(30,289)	189,081	75.63%
	Total 9907 - DSS TJT Contract	(0)	0	(30,289)	(30,288)	(100.00)%

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Madera County Workforce Investment Corporation
 Encumbrance Budget - MCWIC Board Budget to Actual by Grant Report
 From 7/1/2018 Through 10/31/2018

9909 - Wells
 Fargo -
 Veterans
 Grant

Account Code	Account Title	Budget	YTD Actuals	YTD Enc's	Budget Variance	Variance %
REV	REVENUE					
4300	Other Income	5,970	0	0	(5,970)	100.00%
Total REV	REVENUE	5,970	0	0	(5,970)	100.00%
	Total 9909 - Wells Fargo - Veterans Gr	5,970	0	0	(5,970)	100.00%

Madera County Workforce Investment Corporation
 Encumbrance Budget - MCWIC Board Budget to Actual by Grant Report
 From 7/1/2018 Through 10/31/2018

9910 - Wells
 Fargo - Single
 Female Parent
 Grant

Account Code	Account Title	Budget	YTD Actuals	YTD Enc's	Budget Variance	Variance %
REV	REVENUE					
4300	Other Income	1,060	0	0	(1,060)	100.00%
Total REV	REVENUE	1,060	0	0	(1,060)	100.00%
	Total 9910 - Wells Fargo - Single Fem:	1,060	0	0	(1,060)	100.00%

Madera County Workforce Investment Corporation
 Encumbrance Budget - MCWIC Board Budget to Actual by Grant Report
 From 7/1/2018 Through 10/31/2018

9911 - One-Stop Partners

Account Code	Account Title	Budget	YTD Actuals	YTD Enc's	Budget Variance	Variance %
REV	REVENUE					
4200	Contribution In-Kind (goods)	0	(61)	0	(61)	(100.00)%
4300	Other Income	296,452	109,922	0	(186,530)	62.92%
Total REV	REVENUE	296,452	109,861	0	(186,591)	62.94%
EXP	EXPENDITURES					
5100	Staff Salaries	17,720	8,759	0	8,962	50.57%
5105	Vacation	0	956	0	(956)	(100.00)%
5111	Employer Medicare Expense	257	149	0	108	41.95%
5112	Social Security Employer Exp	1,099	638	0	460	41.90%
5115	CA Unemployment Insurance Exp	78	0	0	78	100.00%
5116	CA Training Tax Expense	2	0	0	2	100.00%
5120	Workers Compensation Expense	165	75	0	90	54.70%
5130	Group Health Insurance Expense	2,123	0	0	2,123	100.00%
5140	Employers 457 Expense	1,063	583	0	480	45.18%
5160	Group Dental Insurance	174	0	0	174	100.00%
5170	Group Vision Insurance	39	0	0	39	100.00%
5180	Group Life Insurance	12	0	0	12	100.00%
5200	Materials and Supplies	7,498	514	405	6,579	87.74%
5210	Facility Materials and Supplies	1,230	10	0	1,220	99.22%
5300	Rent Expense	117,976	39,325	0	78,651	1
5310	Common Area Maintenance	12,714	5,210	0	7,504	59.02%
5320	Telephone Expense	5,226	1,274	0	3,953	75.63%
5330	Utilities Expense	66,778	30,270	0	36,508	54.67%
5610	Equipment Maintenance	194	1,614	1,521	(2,941)	(1,513.90)%
5620	Equipment Rental	0	9	(0)	(9)	(100.00)%
5650	Computer Hardware	0	591	0	(591)	(100.00)%
5660	Furniture & Fixtures	0	490	0	(490)	(100.00)%
5810	General Operating Services	28,941	7,061	2,558	19,322	66.76%
5820	Facility Maintenance Services	3,969	4,045	0	(76)	(1.92)%
5900	Insurance Expense	4,029	0	0	4,029	100.00%
Total EXP	EXPENDITURES	(271,287)	(101,573)	4,484	165,230	1
	Total 9911 - One-Stop Partners	25,165	8,289	4,484	(21,361)	1

Madera County Workforce Investment Corporation
 Encumbrance Budget - MCWIC Board Budget to Actual by Grant Report
 From 7/1/2018 Through 10/31/2018

9913 - Wells
 Fargo Hi-Set
 Prep Class

Account Code	Account Title	Budget	YTD Actuals	YTD Enc's	Budget Variance	Variance %
REV	REVENUE					
4300	Other Income	33,251	20,000	0	(13,251)	39.85%
Total REV	REVENUE	33,251	20,000	0	(13,251)	39.85%
EXP	EXPENDITURES					
5800	Subcontracted Program Services	22,790	0	25,081	(2,291)	(10.05)%
Total EXP	EXPENDITURES	(22,790)	0	(25,081)	(2,291)	(10.05)%
	Total 9913 - Wells Fargo Hi-Set Prep C	10,461	20,000	(25,081)	(15,542)	148.57%

9920 -
Assessment
Services

Madera County Workforce Investment Corporation
Encumbrance Budget - MCWIC Board Budget to Actual by Grant Report
From 7/1/2018 Through 10/31/2018

Account Code	Account Title	Budget	YTD Actuals	YTD Enc's	Budget Variance	Variance %
REV	REVENUE					
4300	Other Income	12,641	0	0	(12,641)	100.00%
Total REV	REVENUE	12,641	0	0	(12,641)	100.00%
EXP	EXPENDITURES					
5100	Staff Salaries	6,389	3,529	0	2,860	44.76%
5105	Vacation	0	423	0	(423)	(100.00)%
5111	Employer Medicare Expense	93	61	0	32	34.60%
5112	Social Security Employer Exp	396	259	0	137	34.61%
5115	CA Unemployment Insurance Exp	28	0	0	28	100.00%
5116	CA Training Tax Expense	1	0	0	1	100.00%
5120	Workers Compensation Expense	59	31	0	29	48.33%
5130	Group Health Insurance Expense	765	0	0	765	100.00%
5140	Employers 457 Expense	383	236	0	147	38.31%
5160	Group Dental Insurance	63	0	0	63	100.00%
5170	Group Vision Insurance	14	0	0	14	100.00%
5180	Group Life Insurance	4	0	0	4	100.00%
5200	Materials and Supplies	52	0	0	52	100.00%
5210	Facility Materials and Supplies	4	0	0	4	100.00%
5300	Rent Expense	419	0	0	419	100.00%
5310	Common Area Maintenance	44	0	0	44	100.00%
5320	Telephone Expense	18	0	0	18	100.00%
5330	Utilities Expense	42	0	0	42	100.00%
5400	Postage Expense	2	0	0	2	100.00%
5410	Printing Expense	20	0	0	20	100.00%
5420	Advertising Expense	30	0	0	30	100.00%
5430	Bank Charges	0	0	0	0	100.00%
5440	Dues and Membership Expense	21	0	0	21	100.00%
5450	Publications Expense	1	0	0	1	100.00%
5500	Auditing Fees	83	0	0	83	100.00%
5510	Legal Fees	87	0	0	87	100.00%
5520	Consulting/Professional Services	69	0	0	69	100.00%
5530	Taxes and Fees	1	0	0	1	100.00%
5600	Office Equipment	1	0	0	1	100.00%
5610	Equipment Maintenance	9	0	0	9	100.00%
5620	Equipment Rental	33	0	0	33	100.00%
5630	Software Expense	22	0	0	22	100.00%
5631	Software Maintenance	22	0	0	22	100.00%
5640	Internet Expense	26	0	0	26	100.00%
5650	Computer Hardware	28	0	0	28	100.00%
5660	Furniture & Fixtures	11	0	0	11	100.00%
5700	Client Transportation Assistance Exp	0	0	0	0	100.00%
5710	Employee Education Expense	3	0	0	3	100.00%
5720	Staff Travel Expense	24	0	0	24	100.00%
5730	Conference, Conventions & Meetings	13	0	0	13	100.00%
5800	Subcontracted Program Services	0	(11,021)	0	11,021	(100.00)%
5810	General Operating Services	212	0	0	212	100.00%
5820	Facility Maintenance Services	14	0	0	14	100.00%
5900	Insurance Expense	38	0	0	38	100.00%
Total EXP	EXPENDITURES	(9,546)	6,483	0	16,028	167.92%
	Total 9920 - Assessment Services	3,095	6,483	0	3,387	(109.47)%
Report Total		455,766	(52,466)	(512,935)	(1,021,166)	224.05%

Madera County Workforce Investment Corporation
Reconcile Cash Accounts

Summary

Cash Account: 1010 Cash in BA - Main
Reconciliation ID: Bank Reconciliation for 1010 for 10/31/2018
Reconciliation Date: 10/31/2018
Status: Open

Bank Balance	263,849.39
Less Outstanding Checks/Vouchers	2,474.41
Plus Deposits in Transit	0.00
Plus or Minus Other Cash Items	0.00
Plus or Minus Suspense Items	<u>0.00</u>
Reconciled Bank Balance	261,374.98
Balance Per Books	<u>261,374.98</u>
Unreconciled Difference	<u><u>0.00</u></u> 

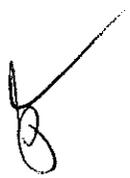
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Madera County Workforce Investment Corporation
Reconcile Cash Accounts

Summary

Cash Account: 1020 Cash in BA - Payroll
Reconciliation ID: Bank Reconciliation for 1020 for 10/31/18
Reconciliation Date: 10/31/2018
Status: Open

Bank Balance	7,501.99
Less Outstanding Checks/Vouchers	0.00
Plus Deposits in Transit	0.00
Plus or Minus Other Cash Items	0.00
Plus or Minus Suspense Items	<u>0.00</u>
Reconciled Bank Balance	7,501.99
Balance Per Books	<u>7,501.99</u>
Unreconciled Difference	<u><u>0.00</u></u> 

Click the Next Page toolbar button to view details.



Madera County Workforce Investment Corporation

Aged Payables by Invoice Date - Aged Payables

Aging Date - 7/1/2018

From 7/1/2018 Through 10/31/2018

Vendor ID	Vendor Name	Invoice Date	Invoice Number	Invoice Description	Amount Due	1 - 30 Days Past Due	31 - 60 Days Past Due
1007	ADVANCED CAREER INSTITUTE	10/16/2018	APDoc2274	ITA Sofia Rodriguez, Aug 2018, Final	874.40	0.00	0.00
		10/24/2018	APDoc2312	ITA: Truck Driver, Carlos Bermudez, 8/1-8/31- Final	42.96	0.00	0.00
Total 1007	ADVANCED CAREER INSTITUTE				917.36	0.00	0.00
1013	CENTRAL VALLEY OPPORTUNITY CENTER	10/11/2018	APDoc2271	ITA: Welding, Robert Carrillo, 9/1-9/31	452.73	0.00	0.00
		10/11/2018	APDoc2272	ITA-Shane Jones-Welding-9/1-9/30	325.33	0.00	0.00
Total 1013	CENTRAL VALLEY OPPORTUNITY CENTER				778.06	0.00	0.00
1016	CAL VALLEY PRINTING	10/12/2018	25245	Name Plates and Name Badges	42.22	0.00	0.00
Total 1016	CAL VALLEY PRINTING				42.22	0.00	0.00
1017	INSTITUTE OF TECHNOLOGY	10/17/2018	APDoc2275	ITA: Medical Assistant, Terrie Wilson, 9/1-9/30	989.80	0.00	0.00
Total 1017	INSTITUTE OF TECHNOLOGY				989.80	0.00	0.00
1031	ACT INC	10/20/2018	1208411	Act (Workkeys) Assessments for Oct 2018	492.00	0.00	0.00
		11/7/2018	1209271	Act (Workkeys) Assessments for Oct 2018	528.00	0.00	0.00
Total 1031	ACT INC				1,020.00	0.00	0.00
1045	MADERA ADULT SCHOOL	10/15/2018	7135524	Support Services: Microsoft Excel Retake Exam, Lydia Cortez	50.00	0.00	0.00

Madera County Workforce Investment Corporation

Aged Payables by Invoice Date - Aged Payables

Aging Date - 7/1/2018

From 7/1/2018 Through 10/31/2018

Vendor ID	Vendor Name	Invoice Date	Invoice Number	Invoice Description	Amount Due	1 - 30 Days Past Due	31 - 60 Days Past Due
		10/15/2018	7135541	Support Services: Microsoft Word Retake Exam, Diana Polly	50.00	0.00	0.00
		10/29/2018	19305	HiSet Exams for Sept 2018	390.00	0.00	0.00
Total 1045	MADERA ADULT SCHOOL				490.00	0.00	0.00
1086	ZOOM IMAGING SOLUTIONS INC	10/2/2018	2003979	Monthly TOS/2550 Copier Maintenance Contract, 10/5-11/4	213.86	0.00	0.00
		10/15/2018	2008595	Qrly 757 Copier Maint and Overages Charges for 7/18-10/17	533.14	0.00	0.00
Total 1086	ZOOM IMAGING SOLUTIONS INC				747.00	0.00	0.00
1098	BANK OF AMERICA - VISA	10/23/2018	APDoc2322	Lodging Deposit: Tracie Scott-Contreras, NAWB Conf.	364.39	0.00	0.00
		10/23/2018	APDoc2323	Lodging Deposit: Maiknue Vang, NAWB Conf.	364.39	0.00	0.00
		10/24/2018	APDoc2320	OverNight shipping for Documents	28.38	0.00	0.00
		10/24/2018	APDoc2324	Food for MCWIC Board Meeting, 10/25/18	194.90	0.00	0.00
Total 1098	BANK OF AMERICA - VISA				952.06	0.00	0.00
1120	HOLIDAY INN - SACRAMENTO	10/4/2018	29960316	Lodging: Sophia, Angelica, and Maiknue, ELL, 11/13-11/14	515.44	0.00	0.00
Total 1120	HOLIDAY INN - SACRAMENTO				515.44	0.00	0.00
1123	COMCAST	10/15/2018	71236294	Monthly Full Channel PRI (Local & Long Distance),10/15-11/14	417.46	0.00	0.00
Total 1123	COMCAST				417.46	0.00	0.00

Madera County Workforce Investment Corporation

Aged Payables by Invoice Date - Aged Payables

Aging Date - 7/1/2018

From 7/1/2018 Through 10/31/2018

Vendor ID	Vendor Name	Invoice Date	Invoice Number	Invoice Description	Amount Due	1 - 30 Days Past Due	31 - 60 Days Past Due
1139	COMMUNITY ACTION PARTNERSHIP OF MADERA INC.	10/9/2018	APDoc2273	OJT: Program Assistant, Joann Korthuis, July 2018	846.24	0.00	0.00
Total 1139	COMMUNITY ACTION PARTNERSHIP OF MADERA INC.				846.24	0.00	0.00
1141	CHEVRON AND TEXACO BUSINESS CARD SERVICES	10/21/2018	679794	Gas Card Charges: Jorge Espinosa, Innovators Meeting, 10/3	30.80	0.00	0.00
Total 1141	CHEVRON AND TEXACO BUSINESS CARD SERVICES				30.80	0.00	0.00
1152	WELLS FARGO FINANCIAL LEASING	10/19/2018	5005342298	Toshiba 2550 Copier Lease, 10/19-11/18	262.84	0.00	0.00
Total 1152	WELLS FARGO FINANCIAL LEASING				262.84	0.00	0.00
1206	LPI - LOSS PROTECTION & INVESTIGATIONS INC	10/15/2018	103456	Monthly File Purge Shredding Service: Oct 2018	35.00	0.00	0.00
Total 1206	LPI - LOSS PROTECTION & INVESTIGATIONS INC				35.00	0.00	0.00
1237	STEEL STRUCTURES INC.	10/15/2018	APDoc2276	OJT: Josefina Marquez, September 2018	1,176.00	0.00	0.00

Madera County Workforce Investment Corporation

Aged Payables by Invoice Date - Aged Payables

Aging Date - 7/1/2018

From 7/1/2018 Through 10/31/2018

Vendor ID	Vendor Name	Invoice Date	Invoice Number	Invoice Description	Amount Due	1 - 30 Days Past Due	31 - 60 Days Past Due
Total 1237	STEEL STRUCTURES INC.				1,176.00	0.00	0.00
1262	NAWB - NATIONAL ASSOC WORKFORCE BOARDS	10/23/2018	200000265	Registration:NAWB 2019 Conf, Tracie & Maiknue, 3/23-3/26	1,600.00	0.00	0.00
Total 1262	NAWB - NATIONAL ASSOC WORKFORCE BOARDS				1,600.00	0.00	0.00
1353	FRESNO REGIONAL WORKFORCE INVESTMENT BOARD	10/15/2018	11	FRWDB-CESELL charges for Sept 2018	9,786.35	0.00	0.00
Total 1353	FRESNO REGIONAL WORKFORCE INVESTMENT BOARD				9,786.35	0.00	0.00
1530	AT&T MOBILITY	10/18/2018	APDoc2303	Monthly 4GB Data Plan, 9/19-10/18	81.80	0.00	0.00
Total 1530	AT&T MOBILITY				81.80	0.00	0.00
1552	SPARKLETTS	10/22/2018	1618837110...	Monthly Water Bottle Rental & Service, Oct 2018	101.17	0.00	0.00
Total 1552	SPARKLETTS				101.17	0.00	0.00
1566	Moss Adams LLP	10/12/2018	3643525	MCWIC Single Audit Services FY 17/18	2,000.00	0.00	0.00
Total 1566	Moss Adams LLP				2,000.00	0.00	0.00

Madera County Workforce Investment Corporation

Aged Payables by Invoice Date - Aged Payables

Aging Date - 7/1/2018

From 7/1/2018 Through 10/31/2018

Vendor ID	Vendor Name	Invoice Date	Invoice Number	Invoice Description	Amount Due	1 - 30 Days Past Due	31 - 60 Days Past Due
1600	Clovis Adult Education	10/15/2018	900104	ITA: Vocational Nursing, Maria Gutierrez, Other Costs, Books	155.52	0.00	0.00
Total 1600	Clovis Adult Education				155.52	0.00	0.00
1601	FCCC: Foundation for California Community Colleges	10/5/2018	Madera-1907	PWEX Wages for 9/16-9/29	6,426.61	0.00	0.00
Total 1601	FCCC: Foundation for California Community Colleges				6,426.61	0.00	0.00
1669	Aguilar, Sophia	10/29/2018	APDoc2321	Reimbursement:Supplies Sophia Aguilar, National Night Out	52.92	0.00	0.00
		10/30/2018	APDoc2329	Advancement for Travel: Sophia Aguilar, ELL Convening, 11/13	15.00	0.00	0.00
Total 1669	Aguilar, Sophia				67.92	0.00	0.00
1698	Marisol Armenta	10/12/2018	APDoc2291	Mileage Reimbursement: Marisol Armenta, 9/1-9/15	40.00	0.00	0.00
		10/12/2018	APDoc2293	Mileage Reimbursement: Marisol Armenta, 9/16-9/31	40.00	0.00	0.00
		10/22/2018	APDoc2311	Mileage Reimbursement: Marisol Armenta, 10/1-10/15	50.00	0.00	0.00
Total 1698	Marisol Armenta				130.00	0.00	0.00
1711	Sierra HR Partners, Inc.	10/31/2018	51534	HR Hotline Service, Oct 2018	600.00	0.00	0.00
Total 1711	Sierra HR Partners, Inc.				600.00	0.00	0.00
1726	ATHENIX BODY SCULPTING INSTITUTE	10/22/2018	APDoc2317	OJT: Vocational Nurse, Cassandra Costa, September 2018,Final	1,774.85	0.00	0.00

Madera County Workforce Investment Corporation

Aged Payables by Invoice Date - Aged Payables

Aging Date - 7/1/2018

From 7/1/2018 Through 10/31/2018

Vendor ID	Vendor Name	Invoice Date	Invoice Number	Invoice Description	Amount Due	1 - 30 Days Past Due	31 - 60 Days Past Due
		10/25/2018	APDoc2316	OJT: Vocational Nurse, Cassandra Costa, August 2018	2,575.65	0.00	0.00
Total 1726	ATHENIX BODY SCULPTING INSTITUTE				4,350.50	0.00	0.00
1729	BERMUDEZ, CARLOS	10/15/2018	APDoc2294	Mileage Reimbursement: Carlos Bermudez, 9/1-9/15	30.00	0.00	0.00
		10/16/2018	APDoc2277	Mileage Reimbursement: Carlos Bermudez, 9/16-9/31	20.00	0.00	0.00
Total 1729	BERMUDEZ, CARLOS				50.00	0.00	0.00
1731	Prentice, Lori	10/18/2018	APDoc2280	Mileage Reimbursement: Lori Prentice, 10/1-10/15	60.00	0.00	0.00
		10/18/2018	APDoc2281	Mileage Reimbursement: Lori Prentice, 9/16-9/30	30.00	0.00	0.00
Total 1731	Prentice, Lori				90.00	0.00	0.00
1735	JONES, SHANE	10/23/2018	APDoc2313	Mileage Reimbursement: Shane Jones, 10/1-10/15	90.00	0.00	0.00
Total 1735	JONES, SHANE				90.00	0.00	0.00
1739	Gomez, Janet	10/16/2018	APDoc2285	Mileage Reimbursement: Janet Gomez, 10/1-10/15	90.00	0.00	0.00
Total 1739	Gomez, Janet				90.00	0.00	0.00
1740	Mata, Veronica	10/18/2018	APDoc2269	Mileage Reimbursement: Veronica Mata, 10/1-10/15	80.00	0.00	0.00
Total 1740	Mata, Veronica				80.00	0.00	0.00
1741	Lumbreras, Flaudia	10/12/2018	APDoc2290	Mileage Reimbursement: Flaudia Lumbreras, 9/16-9/31	100.00	0.00	0.00

Madera County Workforce Investment Corporation

Aged Payables by Invoice Date - Aged Payables

Aging Date - 7/1/2018

From 7/1/2018 Through 10/31/2018

Vendor ID	Vendor Name	Invoice Date	Invoice Number	Invoice Description	Amount Due	1 - 30 Days Past Due	31 - 60 Days Past Due
		10/12/2018	APDoc2292	Mileage Reimbursement: Flaudia Lumbreras, 10/1-10/15	20.00	0.00	0.00
Total 1741	Lumbreras, Flaudia				120.00	0.00	0.00
1742	Walker, Chelsea	10/15/2018	APDoc2288	Mileage Reimbursement: Chelsea Walker, 9/16-9/31	100.00	0.00	0.00
		10/15/2018	APDoc2289	Mileage Reimbursement: Chelsea Walker, 10/1-10/15	20.00	0.00	0.00
Total 1742	Walker, Chelsea				120.00	0.00	0.00
1744	Pena, Enriqueta	10/16/2018	APDoc2286	Mileage Reimbursement: Enriqueta Pena, 10/1-10/15	60.00	0.00	0.00
Total 1744	Pena, Enriqueta				60.00	0.00	0.00
1745	Galvan, Eduardo	10/15/2018	APDoc2287	Mileage Reimbursement: Eduardo Galvan, 9/1-9/15	90.00	0.00	0.00
Total 1745	Galvan, Eduardo				90.00	0.00	0.00
1747	47TH PLACE CARPET ONE FLOOR & HOME	9/24/2018	5080918	Walkoff Carpet Tiles Installation for all Entrances	2,527.56	0.00	0.00
Total 1747	47TH PLACE CARPET ONE FLOOR & HOME				2,527.56	0.00	0.00
1749	Mata, Ernesto	10/16/2018	APDoc2283	Mileage Reimbursement: Ernesto Mata, 9/1-9/15	90.00	0.00	0.00
		10/24/2018	APDoc2318	Mileage Reimbursement: Ernesto Mata, 9/16-9/30	100.00	0.00	0.00
		10/26/2018	APDoc2319	Mileage Reimbursement: Ernesto Mata, 10/1-10/15	100.00	0.00	0.00
Total 1749	Mata, Ernesto				290.00	0.00	0.00

Madera County Workforce Investment Corporation

Aged Payables by Invoice Date - Aged Payables

Aging Date - 7/1/2018

From 7/1/2018 Through 10/31/2018

Vendor ID	Vendor Name	Invoice Date	Invoice Number	Invoice Description	Amount Due	1 - 30 Days Past Due	31 - 60 Days Past Due
1751	Gutierrez, Maria	10/16/2018	APDoc2278	Mileage Reimbursement: Maria Gutierrez, 10/1-10/15	70.00	0.00	0.00
		10/18/2018	APDoc2282	Mileage Reimbursement: Maria Gutierrez, 9/16-9/31	60.00	0.00	0.00
Total 1751	Gutierrez, Maria				130.00	0.00	0.00
1752	Wilson, Terrie	10/22/2018	APDoc2310	Mileage Reimbursement: Terrie Wilson, 10/1-10/15	90.00	0.00	0.00
Total 1752	Wilson, Terrie				90.00	0.00	0.00
1753	Doradea, Jose	10/18/2018	APDoc2305	Mileage Reimbursement: Jose Doradea, 9/16-9/30	40.00	0.00	0.00
		10/18/2018	APDoc2306	Mileage Reimbursement: Jose Doradea, 10/1-10/15	30.00	0.00	0.00
Total 1753	Doradea, Jose				70.00	0.00	0.00
1754	Rodriguez, Andrina	10/29/2018	APDoc2326	Mileage Reimbursement: Andrina Rodriguez, 10/1-10/15	70.00	0.00	0.00
Total 1754	Rodriguez, Andrina				70.00	0.00	0.00
1755	Gutierrez, Adrian	10/16/2018	APDoc2284	Mileage Reimbursement: Adrian Gutierrez, 10/1-10/15	110.00	0.00	0.00
Total 1755	Gutierrez, Adrian				110.00	0.00	0.00
1758	Josephine Ramos Orozco	10/22/2018	APDoc2304	Mileage Reimbursement: Josephine Ramos-Orozco, 10/1-10/15	40.00	0.00	0.00
Total 1758	Josephine Ramos Orozco				40.00	0.00	0.00
1759	Ricardo Aguilar Martinez	10/25/2018	APDoc2315	Mileage Reimbursement: Ricardo Aguilar Martinez, 10/1-10/15	100.00	0.00	0.00
		10/26/2018	APDoc2314	Mileage Reimbursement: Ricardo Aguilar Martinez, 9/16-9/30	60.00	0.00	0.00

Madera County Workforce Investment Corporation

Aged Payables by Invoice Date - Aged Payables

Aging Date - 7/1/2018

From 7/1/2018 Through 10/31/2018

Vendor ID	Vendor Name	Invoice Date	Invoice Number	Invoice Description	Amount Due	1 - 30 Days Past Due	31 - 60 Days Past Due
Total 1759	Ricardo Aguilar Martinez				160.00	0.00	0.00
1761	Meza, Antonio	10/16/2018	APDoc2279	Mileage Reimbursement: Antonio Meza, 9/16-9/30	20.00	0.00	0.00
Total 1761	Meza, Antonio				20.00	0.00	0.00
181	ESPINOSA, JORGE	10/18/2018	APDoc2270	Travel Reimbursement: Parking Fee, Jorge Espinosa, 10/2	7.00	0.00	0.00
Total 181	ESPINOSA, JORGE				7.00	0.00	0.00
276	MURILLO-VIRGEN, ANGELICA	10/31/2018	APDoc2330	Travel Advancement:Angelica Murillo-Virgen,ELL conven,11/3	15.00	0.00	0.00
Total 276	MURILLO-VIRGEN, ANGELICA				15.00	0.00	0.00
366	OFFICE DEPOT BUSINESS DIVISION	10/12/2018	217285497001	Office Supplies: 20 Ft. HDMI	43.91	0.00	0.00
		10/12/2018	217291002001	Office Supplies: Oct 2018	72.06	0.00	0.00
		10/12/2018	217291004001	Office Supplies: Binder Clips	1.13	0.00	0.00
		10/15/2018	217291001001	Office Supplies: Mesh Back Supports for Chairs	230.80	0.00	0.00
		10/15/2018	217291005001	Office Supplies: Chart	84.94	0.00	0.00
		10/17/2018	2239782800	24 x36 Posters for MCWIC Public Form	43.08	0.00	0.00
Total 366	OFFICE DEPOT BUSINESS DIVISION				475.92	0.00	0.00
368	VEGA, BERTHA	10/4/2018	APDoc2307	Travel Reimbursement:Per Diem,Bertha Vega, DEI/DEA,11/6-11/8	118.00	0.00	0.00
Total 368	VEGA, BERTHA				118.00	0.00	0.00
Report Total					39,433.63	0.00	0.00

Madera County Workforce Investment Corporation

Aged Receivables by Invoice Date - Aged accounts Receivable

Aging Date - 7/1/2018

From 7/1/2018 Through 10/31/2018

Custom... ID	Customer Name	Invoice Date	Invoice Number	Invoice/Credit Description	Current	Total
1000	Central Valley Opportunity Center	9/30/2018	ARDoc887	CVOC AJCC - SEPTEMBER 2018	520.06	520.06
		10/31/2018	ARDoc904	CVOC AJCC - October 2018	450.77	450.77
Total 1000	Central Valley Opportunity Center				970.83	970.83
1002	EDD - WP	10/31/2018	ARDoc908	DEI Round 7 - October 2018	491.06	491.06
Total 1002	EDD - WP				491.06	491.06
1005	Madera County Probation Department	9/30/2018	ARDoc894	CCP Post Release - September 2018	600.97	600.97
		9/30/2018	ARDoc895	CCP - In Custody - September 2018	4,151.10	4,151.10
		10/31/2018	ARDoc909	CCP Post Release - October 2018	880.93	880.93
		10/31/2018	ARDoc910	CCP In Custody - October 2018	2,972.74	2,972.74
Total 1005	Madera County Probation Department				8,605.74	8,605.74
1024	Fresno Area Workforce Investment Corporation	8/31/2018	ARDoc875	CSU Fresno WAF Class August 2018	2,018.26	2,018.26
		9/30/2018	ARDoc897	Fresno Financial Literacy - September 2018	1,444.57	1,444.57
		10/31/2018	ARDoc905	Fresno Workforce VIPER - October 2018	1,620.26	1,620.26
Total 1024	Fresno Area Workforce Investment Corporation				5,083.09	5,083.09
1041	Madera County Department of Social Services	9/30/2018	ARDoc892	DSS TJT - September 2018	9,038.16	9,038.16
		9/30/2018	ARDoc899	DSS Assessments - September 2018	1,710.00	1,710.00
		10/31/2018	ARDoc903	DSS AJCC - October 2018	12,834.65	12,834.65
		10/31/2018	ARDoc907	DSS TJT - October 2018	9,785.84	9,785.84
		10/31/2018	ARDoc913	DSS Assessments - October 2018	2,125.00	2,125.00
Total 1041	Madera County Department of Social Services				35,493.65	35,493.65
1059	Merced County Dept. of Workforce Investment	9/30/2018	ARDoc896	Merced Regional Planning - September 2018	126.44	126.44

Madera County Workforce Investment Corporation
Aged Receivables by Invoice Date - Aged accounts Receivable
Aging Date - 7/1/2018
From 7/1/2018 Through 10/31/2018

Custom... ID	Customer Name	Invoice Date	Invoice Number	Invoice/Credit Description	Current	Total
Total 1059	Merced County Dept. of Workforce Investment				126.44	126.44
1065	Madera Adult School	10/31/2018	ARDoc902	MAS AJCC - October 2018	<u>6,407.28</u>	6,407.28
Total 1065	Madera Adult School				6,407.28	6,407.28
1073	EDD-DGS	8/31/2018	ARDoc869	EDD Phone - August 2018	135.00	135.00
		9/30/2018	ARDoc888	EDD PHONE - SEPTEMBER 2018	135.00	135.00
		10/31/2018	ARDoc911	EDD Phone - October 2018	<u>135.00</u>	<u>135.00</u>
Total 1073	EDD-DGS				405.00	405.00
1091	CSU Fresno	7/31/2018	ARDoc861	Fresno State Financial Literacy - WAF CLASS	12,611.90	12,611.90
		10/31/2018	ARDoc906	Fresno Literacy - October 2018	<u>144.04</u>	144.04
Total 1091	CSU Fresno				12,755.94	12,755.94
Report Total					<u>70,339.03</u>	<u>70,339.03</u>



MADERA COUNTY WORKFORCE INVESTMENT CORPORATION

Agenda Item 9.3

Consent

Action

Information

To: Madera County Workforce Investment Corporation

From: Tracie Scott-Contreras, Interim Executive Director

Date: December 6, 2018

Subject: Program Update

Information:

A grant application will be submitted on December 10, 2018 for a new round of funding under the California Workforce Development Board's Workforce Accelerator solicitation. The funds, if awarded, will be used to continue and expand our services to English Language Learners, Immigrants, and Refugees. This work was started under the English Language Learner Navigator Pilot Project grant which ends on December 31, 2018.

Another grant application for Disability Employment Accelerator funds will be submitted on December 13, 2018 to expand our work in this area. This project will focus on identifying individuals who will be, or have recently, completed a degree program through our local community college system, and who need assistance obtaining and retaining employment.

• CCP/AB109:

Grant award: \$48,630

Grant term: 7/1/2018 - 6/30/2019

Scope: Provide a 4 week workshop for In-Custody Pre-Release customers at Department of Corrections. Also provide a 3 hour group Orientation and CalJOBS system registration workshop to Post-Release individuals four times a month at the Center.

of Participants to be Served: Open

of Participants Served: 43

• Department of Social Services (DSS) – Transitional Job Training (TJT):

Grant award: \$764,400

Grant term: 7/1/2018 – 6/30/2021

Scope: Provide TJT opportunities for DSS participants.

of Participants to be Served: 90

of Participants Served: 23

• Department of Social Services (DSS) – Assessments

Grant award: \$205,200 Annually

Grant term: 7/1/2017 – 6/30/2020

Scope: Provide WorkKeys assessments for DSS participants.
of Assessments: Max 720 per year

- **Department of Social Services (DSS) – Job Fair**

Grant award: \$22,898 Annually
Grant term: 7/1/2017 – 6/30/2020
Scope: Coordinate an annual Job Fair each spring.
of Participants to be Served: Approximately 1,500 per event

- **Disability Employment Accelerator (DEA) 3 Grant:**

Grant award: \$275,000
Grant term: 6/30/2017 - 12/31/2018
Scope: Increase work based learning opportunities for persons with disabilities (PWD) through paid work experience, transitional job training, and/or one the job training. Also educate employers about hiring and retaining PWD, including an HR hotline, a business newsletter, a customized job fair, and a mental health workshop.
of Participants to be Served: 31
of Participants Served: 105

- **Disability Employment Initiative (DEI) -Technical Assistance:**

Grant award: \$7,000
Grant term: 10/1/2016 – 4/1/2020
Scope: Provide technical assistance to new grantees of the DEI project. Travel and attend quarterly meetings provided by State EDD.

- **English Language Learner (ELL) Pilot Project:**

Grant award: \$500,000
Grant term: 7/1/2017 - 12/31/2019
Scope: Connect ELLs to the Center, increase enrollments among Title I and II programs, and make referrals to appropriate resources, services, and training opportunities.
Funded Partners: Fresno Regional Workforce Development Board and the State Center Adult Education Consortium
of Participants to be Served: 150 Fresno, 75 Madera
of Participants Served: 200+ Fresno, 160 Madera

- **Ticket-to-Work:**

Scope: Provide employment and training support to SSI/SSDI beneficiaries.
Ticket Payments Received 7/2017 - 6/2018: \$26,256
Ticket Payments Received 1st Quarter 2018/2019: \$27,504
of Tickets Assigned: 19

- **Workforce Accelerator 6.0 Grants:**

- Accelerating Reintegration and Improving Access for Ex-Offenders (ARIA)**

Grant award: \$150,000
Grant term: 2/1/2018 - 7/31/2019
Scope: Place an AJCC at the Department of Corrections. Career Specialist meets with participants at both the Department of Corrections and Probation. Assist with the transition to the Center for training and employment services.
Funded Partners: Madera County Department of Corrections & Madera County Probation
of Participants to be Served: 75
of Participants Served: 222

Virtual Placement and Employment Retention (VIPER)

Grant award: \$15,000

Grant lead: Fresno Regional Workforce Development Board

Grant term: 2/1/2018 - 7/31/2019

Scope: Job ready and retention services for ex-offenders and long term unemployed using a mentoring platform called Mentored.

Other Partners: Merced County Workforce Development Board and Kern County Workforce Development Board

of Participants to be Served: 10 Job Ready, 25 Retention

of Participants Served: 25 Job Ready; 68 Retention

Comprehensive Literacy Activities Supporting Success (CLASS)

Grant award: \$36,563

Grant lead: Office of Community and Economic Development, CSU, Fresno

Grant term: 3/1/2018 – 8/31/2019

Scope: Offers digital and financial literacy programs via OCED/CSUF Parent University; financial capability orientations offered by MCWIC staff and individual financial coaching provided by OCED staff members. Services are combined with ESL, ABE, and HiSET Preparation or other literacy activities.

Other Partners: Mission Economic Development Agency, San Francisco, CA

Participants to be Served: 200

of Participants Served: 31

• **Veteran’s Employment Assistance Project:**

Grant award: \$17,521

Grant lead: Stanislaus Alliance WorkNet

Grant term: 4/1/2017 - 12/31/2018

Scope: Recruitment, training, and employment services or veterans.

Other Partners: Merced County Worknet

of Participants to be Served: 11

of Participants Served: 32 served; 14 enrolled

• **Wells Fargo Grant:**

Grant award: \$20,000

Grant term: 6/2018 until expended

Scope: Support an open entry/open exit HiSET Class in partnership with the Department of Social Services and the Madera Adult School.

of Participants to be Served: Open

of Participants Served: 129

Financing:

Workforce Innovation and Opportunity Act



**MADERA COUNTY
WORKFORCE
INVESTMENT CORPORATION**

Agenda Item 9.4

Consent

Action

Information

To: Madera County Workforce Investment Corporation

From: Tracie Scott-Contreras, Interim Executive Director

Date: December 6, 2018

Subject: Facilities Update

Information:

Staff have been informally notified that a number of the DSS staff currently stationed at the Center will be relocating to the new County Campus for Public Health and Social Services near the end of calendar year 2019. Staff have requested that the DSS leadership team provide an estimate of the number and type of spaces to be vacated, so that we can begin to talk with other partners about additional staff and/or seek out new partners to sublease the vacant space in the Center.

Staff is requesting input from the Board as to any organizations that we might not have identified as potential partners here at the Center.

Financing:

Workforce Innovation and Opportunity Act

Common Area Maintenance Charges 2018																		
Item	Madera Complex Budget	Q1 (Jan - Mar)			Q2 (Apr - May)			Q3 (June - Aug)			Q4 (Sep - Dec)			Total			Madera Complex Budget Balance	
		Total	MUSD	MCW	Total	MUSD	MCW	Total	MUSD	MCW	Total	MUSD	MCW	Total	MUSD	MCW		
Sweeping	5232.22		\$ -	\$ -		\$ -	\$ -	\$ 882.38	\$ 476.06	\$ 406.32		\$ -	\$ -	\$ 882.38	\$ 476.06	\$ 406.32	\$ 4,349.84	
Landscape	4343.02	\$ 767.59	\$ 414.13	\$ 353.46	\$ 1,224.31	\$ 660.54	\$ 563.77	\$ 1,288.08	\$ 694.94	\$ 593.14		\$ -	\$ -	\$ 3,279.98	\$ 1,769.61	\$ 1,510.37	\$ 1,063.04	
Janitorial	3302.52	\$ 1,827.32	\$ 985.88	\$ 841.44		\$ -	\$ -	\$ 559.42	\$ 301.82	\$ 257.60		\$ -	\$ -	\$ 2,386.74	\$ 1,287.70	\$ 1,099.04	\$ 915.78	
Pressure washing			\$ -	\$ -	\$ 1,661.83	\$ 896.59	\$ 765.24	\$ 225.72	\$ 121.78	\$ 103.94		\$ -	\$ -	\$ 1,887.55	\$ 1,018.37	\$ 869.18	\$ (1,887.55)	
Electricity	4651.64	\$ 1,437.76	\$ 775.70	\$ 662.06	\$ 1,610.85	\$ 869.09	\$ 741.76	\$ 1,430.15	\$ 771.59	\$ 658.56		\$ -	\$ -	\$ 4,478.76	\$ 2,416.38	\$ 2,062.38	\$ 172.88	
Water	1017.18	\$ 28.04	\$ 15.13	\$ 12.91	\$ 546.89	\$ 295.06	\$ 251.83	\$ 959.14	\$ 517.48	\$ 441.66		\$ -	\$ -	\$ 1,534.07	\$ 827.67	\$ 706.40	\$ (516.89)	
Parking	27021.96		\$ -	\$ -	\$ 9,050.20	\$ 4,882.76	\$ 4,167.44	\$ 21,569.76	\$ 11,637.31	\$ 9,932.45		\$ -	\$ -	\$ 30,619.96	\$ 16,520.07	\$ 14,099.89	\$ (3,598.00)	
Trash	987.38	\$ 271.53	\$ 146.50	\$ 125.03	\$ 271.53	\$ 146.50	\$ 125.03	\$ 271.53	\$ 146.50	\$ 125.03		\$ -	\$ -	\$ 814.59	\$ 439.49	\$ 375.10	\$ 172.79	
Electrical Repair	675.55	\$ 530.79	\$ 286.37	\$ 244.42	\$ 29.05	\$ 15.67	\$ 13.38	\$ 28.66	\$ 15.46	\$ 13.20		\$ -	\$ -	\$ 588.50	\$ 317.50	\$ 271.00	\$ 87.05	
Security	20266.47	\$ 3,562.43	\$ 1,922.00	\$ 1,640.43	\$ 5,538.61	\$ 2,988.19	\$ 2,550.42	\$ 5,512.00	\$ 2,973.83	\$ 2,538.17		\$ -	\$ -	\$ 14,613.04	\$ 7,884.02	\$ 6,729.02	\$ 5,653.43	
Pest control	0	\$ 53.08	\$ 28.64	\$ 24.44		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -	\$ 53.08	\$ 28.64	\$ 24.44	\$ (53.08)	
Plumbing	0		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Property tax	0		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Liability insurance	382.1	\$ 1,518.06	\$ 819.02	\$ 699.04		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -	\$ 1,518.06	\$ 819.02	\$ 699.04	\$ (1,135.96)	
Handicap repair			\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Backflow test			\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Other	6749.79		\$ -	\$ -	\$ 301.49	\$ 162.66	\$ 138.83		\$ -	\$ -		\$ -	\$ -	\$ 301.49	\$ 162.66	\$ 138.83	\$ 6,448.30	
		\$ 74,629.83	\$ 9,996.60	\$ 5,393.36	\$ 4,603.24	\$ 20,234.76	\$ 10,917.05	\$ 9,317.71	\$ 32,726.84	\$ 17,656.77	\$ 15,070.07	\$ -	\$ -	\$ -	\$ 62,958.20	\$ 33,967.19	\$ 28,991.01	\$ 11,671.63
														\$ 1.89	ACTUAL CAM Cost Per Sq Ft			

Insurance premium				
	Total	MUSD	MCW	
Q1	\$ 1,599.25	\$ 2,110.47	\$ 736.42	
Q2	\$ 1,599.25	\$ 446.95	\$ 736.42	
Q3	\$ 1,599.25	\$ 446.95	\$ 736.42	
Q4	\$ 1,599.25	\$ 446.95	\$ 736.42	
Total	\$ 6,397.00	\$ 3,451.32	\$ 2,945.68	

Allocation			CAP	2018 Madera Complex CAM Budget
Tenant	Acres	Share	\$ 49,377.24	\$74,629.84
MUSD	18,000	53.95%	\$ 26,640.00	\$ 40,264.28
MCW	15,363	46.05%	\$ 22,737.24	\$ 34,365.56
Total	33,363	100.00%	\$ 49,377.24	\$ 74,629.84
CAM Cap @ \$1.48 per MCWIC Lease with Creekside Farming				Madera Market Place Budget OVER \$1.48 cap by \$11,628.32

OVER BUDGET per LEASE AGREEMENT
\$ (6,253.77)



**MADERA COUNTY
WORKFORCE
INVESTMENT CORPORATION**

Agenda Item 9.5

Consent

Action

Information

To: Madera County Workforce Investment Corporation
From: Tracie Scott-Contreras, Interim Executive Director
Date: December 6, 2018
Subject: Employee Handbook Review by Legal Counsel Update

Information:

Legal counsel has provided a draft of the Employee Handbook with their recommended revisions; a copy is attached for the Board's review and final direction to staff.

Financing:

Workforce Innovation and Opportunity Act



EMPLOYEE HANDBOOK

December , 2018

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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 operates the Madera County Workforce Assistance Centers. We are authorized and primarily funded by the Federal Workforce Innovation and Opportunity Act of 2014. There are 48 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.

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We hope this guide will help you feel comfortable with us. We depend on you – your success is our success. Please don't hesitate to ask questions. Your supervisor will gladly answer them. We believe you will enjoy your work and your fellow employees here. We also believe you will find MCWIC a good place to work.

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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

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Prior to making an offer of employment, MCWIC may conduct a job-related background check. A comprehensive background check may consist of prior employment verification, professional reference checks, education confirmation, employment physical/drug test, DMV printout, and/or criminal record and credit checks. If MCWIC decides to conduct a background check, you will be notified of such decision. MCWIC will comply with federal, state, and local laws relating to job-related background checks, including but not limited to the federal Fair Credit Reporting Act (FCRA) and the California Information Privacy Act (CIPA). Third-party services may be hired to perform these checks.

Deleted: The contents of the Employee Handbook are presented as a matter of information. While this Handbook is not intended to be a book of rules and regulations it does include some important guidelines, which you should know. Except for the at-will employment provisions, the Handbook can be amended at any time.

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.

Deleted: You are not hired for any definite or specified period of time even though your wages are paid regularly. You are an at-will employee of MCWIC and your employment can be terminated at any time, with or without cause and with or without prior notice.

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.

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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.**

- **Regular Full-Time Employee:** 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.
- **Part-Time Employee:** 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.

**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

- **Exempt:** 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.
- **Non-exempt:** 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.

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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.

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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.

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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, it 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 is an actual or apparent conflict of interest.

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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: http://www.dfeh.ca.gov/Publications_FEHADescr.htm.

Field Code Changed

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.

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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 statute, or violating or not complying with a local, state or 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 [INSERT LOCATION OF POSTING].

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 www.dfeh.ca.gov and www.eeoc.gov.

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

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Pursuant to California Labor code Section 1102.5, employee are the protected class of individuals. 'Employee' means any person employed by an employer, private or public, including, but not limited to, individuals employed by the state or any subdivision thereof, any county, city, city and county, including any charter city or county, and any school district, community college district, municipal or public corporation, political subdivision, or the University of California. [California Labor Code Section 11063] ¶

What is a whistleblower?¶

A "whistleblower" is an employee who discloses information to a government or law enforcement agency, person with authority over the employee, or to another employee with authority to investigate, discover, or correct the violation or noncompliance, or who provides information to or testifies before a public body conducting an investigation, hearing or inquiry, where the employee has reasonable cause to believe that the information discloses:¶

A violation of a state or federal statute.¶

A violation or noncompliance with a local, state or federal rule or regulation, or ¶

With reference to employee safety or health, unsafe working conditions or work practices in the employee's employment or place of employment. ¶

A whistleblower can also be an employee who refuses to participate in an activity that would result in a violation of a state or federal statute, or a violation of or noncompliance with a local, state or federal rule or regulation. ¶

What protections are afforded to whistleblowers?¶

An employer may not make, adopt, or enforce any rule, regulation, or policy preventing an employee from being a whistleblower.¶

An employer may not retaliate against an employee who is a whistleblower. ¶

An employer may not retaliate against an employee for refusing to participate in an activity that would result in a violation of a state or federal statute, or a violation or noncompliance with a state or federal rule or regulation. ¶

An employer may not retaliate against an employee for having exercised his or her rights as a whistleblower in any former employment. ¶

¶ Under California Labor code Section 1102.5, if an employer retaliates against a whistleblower, the employer may be required to reinstate the employee's employment and work benefits, pay lost wages, and take other steps necessary to comply with the law. ¶

How to report improper acts¶

If you have information regarding possible violations of state or federal statutes, rules, or regulations, or violations of fiduciary responsibility by a corporation or limited liability company to its shareholders, investors, or employees, call the California State Attorney General's Whistleblower hotline at 1-800-952-5225. The Attorney General will refer your call to the appropriate government authority for review and possible investigation.

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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.

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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 Fiscal Manager 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.

Commented [A4]: This term is capitalized but not defined herein. Will employee know what this position means?

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 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 Form.

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 Fiscal Manager 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.

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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.

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**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

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.

• 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

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The cost of meals during travel will be reimbursed at the following rates:

Breakfast	\$15.00
Lunch	\$16.00
Dinner	\$28.00

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

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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, on any leave or absence due to workers' compensation. If a holiday falls on a Sunday, the holiday will be observed on 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 completing six (6) months of employment.

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. 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.

SICK LEAVE

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.

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, 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.

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FAMILY MEDICAL LEAVE ACT

The Federal Family & Medical Leave Act of 1993 (FMLA) as amended in 2008 requires employers with 50 or more employees or public agencies with any number of employees to provide eligible employees with unpaid leave. The following provides a general overview of two types of leave available, including the basic 12-week leave entitlement (Basic FMLA Leave), as well as the military family leave entitlements (Military Family Leave) described in this policy. (Note: Employees with any further questions about their eligibility for FMLA leave should contact their immediate supervisor).

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Employees are eligible for FMLA leave if they:

1. Have worked for MCWIC for at least 12 months in the last 7 years; or
2. Have worked at least 1,250 hours for MCWIC during the 12 calendar months immediately preceding the request for leave; and
3. Are employed at a work site that has 50 or more employees within a 75-mile radius or a public agency.

FMLA Leave. Employees who meet the eligibility requirements described above are eligible to take up to 12 weeks of unpaid leave during any 12-month period, designated as the 12 month period measured forward from the first date an employee takes FMLA leave. The next 12 month period would begin the first time FMLA leave is taken after completion of the prior 12 month period, and for one of the following reasons:

1. To care for the employee's son or daughter during the first 12 months following birth;
2. To care for a child during the first 12 months following placement with the employee for adoption or foster care;
3. To care for a spouse, son, daughter, or parent ("covered relation") with a serious health condition;
4. For incapacity due to the employee's pregnancy, prenatal medical or child birth; or
5. Because of the employee's own serious health condition that renders the employee unable to perform an essential function of his or her position.

Military Family Leave. There are two types of Military Family Leave available:

1. *Qualifying exigency leave.* Employees meeting the eligibility requirements described above may be entitled to use up to 12 weeks of their Basic FMLA Leave entitlement to address certain qualifying exigencies. Leave may be used if the employee’s spouse, son, or daughter, is on active duty or called to active duty status in the National Guard or Reserves in support of a contingency operation. Qualifying exigencies may include:
 - Short-notice deployment (up to 7 days of leave)
 - Attending certain military events
 - Arranging for alternative childcare
 - Addressing certain financial and legal arrangements
 - Periods of rest and recuperation for the service member (up to 5 days of leave)
 - Attending certain counseling sessions
 - Attending post-deployment activities (available for up to 90 days after the termination of the covered service member’s active duty status)
 - Other activities arising out of the service member’s active duty or call to active duty and agreed upon by MCWIC and the employee

2. *Leave to care for a covered service member.* There is also a special leave entitlement that permits employees who meet the eligibility requirements for FMLA leave to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has been rendered medically unfit to perform his or her duties due to a serious injury or illness incurred in the line of duty while on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

After the leave, the employee must be restored to the same or essentially-same position held before the leave. Health care benefits will be maintained during the leave.

CALIFORNIA FAMILY RIGHTS ACT (CFRA)

The Fair Employment and Housing Act, enforced by the Department of Fair Employment and Housing (DFEH), contains family care and medical leave provisions for California employees. These leave provisions, known as the California Family Rights Act (CFRA) as amended by the New Parent Leave Act, cover employers who do business in California and employ 20 or more part-time or full-time employees or public agencies with any number of employees.

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All such employers must provide information about the CFRA provisions to their employees and post this information in a conspicuous place where employees tend to gather. Employers who provide employee handbooks must include information about CFRA leave in the handbook.

CFRA Leave Requirements:

- To be eligible for CFRA leave, an employee must have more than 12 months of service with the employer and have worked at least 1,250 hours for that employer in the 12 month period before the leave begins. An eligible employee may take an unpaid leave to bond with an adopted or foster child or to bond with a newborn.

- An eligible CFRA employee may take unpaid leave to care for a parent, spouse, or child with a serious health condition. CFRA leave may also be taken for the employee’s own serious health condition.
- Full-time employees may take leave of up to 12 work weeks in a 12-month period. Part-time employees may take leave on a proportional basis. The leave does not need to be taken in one continuous period of time.
- An employer may require a 30-day advance notice of the need for a CFRA-qualifying leave. When this is not possible due to the unexpected nature of the leave, notice should be given as soon as practicable. Notice can be written or verbal and should include the timing and the anticipated duration of the leave. An employer must respond to a leave request within 10 calendar days.
- The employer may require written communication from the health care provider of the child, parent, spouse, or employee with a serious health condition stating the reasons for the leave and the probable duration of the condition.
- Employees are entitled to take CFRA leave in addition to any leave entitlement they might have under Pregnancy Disability Leave (PDL). Leave taken for the birth or adoption of a child must be completed within one year of the event.
- In addition to the family care and medical leave requirements of the CFRA, employers of five or more persons have additional obligations pertaining to PDL. Please refer to the DFEH publication “Facts on Pregnancy Disability Leave” for more information.

Salary and Benefits During CFRA Leave

- Employers are not required to pay employees during a CFRA leave. An employer may require an employee to use accrued vacation time or other accumulated paid leave other than sick time. If the CFRA leave is for the employee’s own serious health condition, the use of sick time can be required.
- If the employer provides health benefits under a group plan, the employer must continue to make these benefits available during the leave. The employee is also entitled to accrual of seniority and participation in other benefits plans.

Return Rights After CFRA Leave

- After CFRA leave, employees are guaranteed a return to the same or comparable position and can request the guarantee in writing.
- If the same position is no longer available, such as in a layoff or closure, the employer must offer a position that is comparable in terms of pay, location, job content, and promotional opportunities, unless the employer can prove that no comparable position exists. An employee is not entitled to reinstatement if the employee would have been otherwise laid off or terminated.

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

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Deleted: The New Parent Leave Act amends the California Family Rights Act (CFRA) to allow employees who work for an employer with at least 20 employees to take 12 weeks of unpaid leave for new child bonding purposes within one year if the child’s birth, adoption or foster care placement so long as the employee works at a worksite that employs at least 20 employees within a 75 mile radius. Eligible employees must have 12 months of service plus at least 1,250 hours of service with the employer during the 12 month period preceding the leave. Leave is unpaid, although employees may use accrued vacation or paid sick time and can apply for California Paid Family Leave Benefits. Employees are guaranteed reinstatement to the same or comparable position following the leave. Employee health coverage will also be maintained and paid for during parental leave. Employees are still eligible under California law to take up to four months of leave for pregnancy related disability, in addition to the 12 weeks of parental leave. This law does not apply to employees who are already subject to the FMLA and CFRA. While MCWIC is not required by law to adhere to the FMLA or CFRA due to the 50 employee threshold, MCWIC offers and complies with FMLA and CFRA.

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.

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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 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.

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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

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A victim of domestic violence, sexual assault or stalking 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.

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.

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STALKING PROTECTION

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 addition accommodation described below.

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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.

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 and required 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 mandatory 457 from the date of eligibility. Mandatory employee contribution is 3% with employer contribution of 6% and is based on salary excluding any stipends. Employees may contribute additional monies beyond the 3% up to a maximum of \$17,000 per year and if over the age of 50 may contribute \$22,000 maximum per year.

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*Employer contribution percentage is subject to change based on funding. The vesting period for employer contributions begins at 5 years for 50% of employer contributions and increases 10% for each additional year of service, reaching 100% of employer contributions at ten (10) years.

**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, under the age of 65, are eligible for a \$10,000 life insurance policy. Over the age of 65 is in the amount of \$7,500. 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 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 full-time employee 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. 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, child, sister, brother, grandmother, grandfather, father-in-law, or mother-in-law. Proof of death may be required.

PERSONAL LEAVE OF ABSENCE

Once you have been employed as a full-time regular employee of MCWIC for more than one (1) year, you may request a personal leave of absence without pay. You must submit your request in writing and state the date the leave is to begin, the date of return to work and the reasons for the leave. You will receive either written approval or denial of the request. If approved, you must use your leave of absence for the approved reason or purpose. Sick leave, vacation time and seniority and other benefits are not earned during an unpaid leave of absence. Any paid holidays that fall within the leave of absence are not paid. If you fail to return to work on the scheduled date of return, you will be considered to have abandoned your position and voluntarily terminated your employment.

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.

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,

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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, may be followed by a post-accident 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:

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- 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.

Deleted: Liability for personal injury or property damage should never be admitted in answering an investigatory question asked by law enforcement or fire officials.

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.

Deleted: Workers' Compensation programs ensure that employees who are injured or disabled on the job are provided with monetary benefits, thus avoiding the need for litigation. Dependents of workers who are killed due to work-related accidents or illnesses are also provided benefits. While Federal statutes deal primarily with federal employees or workers greatly involved in interstate commerce, state Workers' Compensation statutes establish such a framework for most employment relationships. Each state has its own Workers' Compensation laws to handle claims from employees who are injured on the job. ¶ The primary purpose of state Workers' Compensation Act is to restore an income stream to an injured worker to the extent it has been severed by industrial work-related injury or occupational illness; to provide timely medical services for the cure or relief of the injury or illness; and to provide rehabilitation and retraining services to injured workers unable to return to their former jobs.

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.

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.

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.

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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.

Breastfeeding. As part of our policies and benefits, MCWIC provides a supportive environment to enable breastfeeding employees to express their milk during work hours. Discrimination against, or harassment of, breastfeeding 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. If you are tardy, your wages may be reduced by the amount of time you are tardy, calculated in whole minutes according to MCWIC's clock or vacation time will be decreased accordingly.

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).

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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.

Absence Definition

- 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.

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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.

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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.

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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.

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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 non-working 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 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.

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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 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:

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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.

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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.

Deleted: Your at-will employment status can only be changed by a written agreement between you and MCWIC, signed by both you and an Officer of MCWIC.

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.

Deleted: Vacation accrual balance will be calculated and based on pay periods worked in full.

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.

Deleted: If an employee is transported for work purposes by a non-employee, the non-employee must be fully licensed and adequately insured, and the employee agrees to indemnify and hold harmless MCWIC for any incidents that occur when being transported by a non-employee.

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.

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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.

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Dated

Signature of Employee

Print Name

Signature of Manager/Supervisor

Print Name