



CALIFORNIA INDIAN MANPOWER CONSORTIUM, INC.

INTRODUCTION TO THE DELEGATE HANDBOOK

The California Indian Manpower Consortium, Inc. (CIMC) is pleased to provide this *Delegate Handbook* to assist you in fulfilling your responsibilities as a Delegate to the California Indian Manpower Consortium, Inc.

The Delegate Handbook contains:

- ☞ CIMC Delegate Responsibilities
- ☞ CIMC Consortium Agreement
- ☞ CIMC Travel Policies for Board Members, Native American Workforce Investment Council (NAWIC) and GSA Delegates

Other information that you will receive from CIMC throughout the year include:

- ☞ CIMC NAWIC List
- ☞ CIMC Board of Directors List
- ☞ CIMC Membership List
- ☞ CIMC Membership Bulletins

Updates of the lists, documents and information will be distributed whenever there are changes. CIMC membership bulletins, which are used for both general and action-required information, are issued throughout the program year also. These documents should be maintained by you.

For further information, please do not hesitate to contact me at the CIMC Central Office, 916-920-0285.

Thank you for the contribution of your time and effort towards achieving the goals of the California Indian Manpower Consortium, Inc., and the *CIMC Movement: Making Positive Change in Native Communities*.

Lorenda T. Sanchez

Lorenda T. Sanchez
Executive Director

November 6, 2010



CALIFORNIA INDIAN MANPOWER CONSORTIUM, INC.

DELEGATE RESPONSIBILITIES

Attend Meetings

- **Quarterly Geographic Service Area (GSA) Meetings**

Program updates are provided at these meetings. The meetings also give you the opportunity to provide input into the operation of the various CIMC programs.

- **Annual Meeting**

The business of the Consortium is conducted at the Annual Meeting.

(NOTE: If you are unable to attend a quarterly or the annual meeting, it is your responsibility to notify your Alternate Delegate to attend the meeting so that your reservation/organization will be represented.)

Be Familiar with the Organization

As the CIMC Delegate, you should read and be familiar with the information in this handbook and all other information distributed by CIMC. If you have questions regarding employment and training program services, contact one of our CIMC offices. For CIMC's other programs, our staff members can provide you with information or refer you to the proper individual(s) or program staff by contacting us at 1-800-640-CIMC.

Take the Information Back to Your Reservation/Organization

As the CIMC Delegate, you alone will receive all information distributed by CIMC. It is your responsibility to share and discuss the information received in the mail and at meetings with your reservation/organization.

Respond to Questionnaires/Bulletins/Requests

As the representative from your reservation/organization assigned to deal with CIMC matters, it is your responsibility to insure that action is taken as necessary on questionnaires, bulletins, and requests distributed by CIMC.

(NOTE: Should you be replaced as Delegate to CIMC, it is your responsibility to give this handbook and all other pertinent information to your reservation/organization to be given to the new Delegate.)



CALIFORNIA INDIAN MANPOWER CONSORTIUM, INC.

TRAVEL POLICIES FOR BOARD MEMBERS, NAWIC MEMBERS AND GSA DELEGATES

1. Mileage:

- (a) Reimbursement for CIMC related business is paid at a rate not exceed the Federal Travel Regulations. The current approved rate is fifty cents (50 ¢) per mile.
- (b) Only miles driven for CIMC business may be claimed. If a privately-owned vehicle is used for CIMC business, and personal miles are also driven, the personal miles must be deducted. When travel does not begin and end at the same point, the shorter distance will be paid.
- (c) The fee for parking an automobile at a common carrier terminal or other parking area while away on official CIMC travel shall be allowed only to the extent that the fee plus the allowable reimbursement to and from the terminal or other parking area does not exceed the estimated cost for the use of a taxicab to and from the terminal.
- (d) Payment will not be made for claims made on estimated mileage. All mileage claims must show a beginning and ending odometer reading. If odometer readings are not provided, only map mileage will be paid.
- (e) Mileage is only allowable for the driver of the privately-owned vehicle. If any passengers are in the car, they are not entitled to mileage reimbursement.
- (f) If the mileage claimed appears to be excessive, justification will be required before any payment is made.

2. Per Diem:

- (a) Per diem is a payment to cover all costs for meals and incidentals.
 - (b) Per diem is based on three-fourths (3/4) of the M&IE on the first and last days of travel, with four (4) quarters on the remaining travel days. The per diem rate will vary depending on location of travel, not to exceed federal travel regulations.
 - (c) When CIMC determines in advance that the per diem rate should be reduced due to known facts that will cause the per diem in a specific situation to be less than maximum, the per diem rate may be reduced. A reduced per diem rate will be established in advance of the travel and reflected on the travel authorization /travel advance form. The reduced per diem rate will apply for each full and partial day while on travel status.
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The M&IE rate will be adjusted for meals furnished by CIMC or included in the cost of registration fees unless allowed in advance due to medical requirements or religious beliefs. The M&IE rate is not reduced for complimentary meals provided by common carriers or hotels/motels.

- d) CIMC Board Members are entitled to a flat rate per diem/honorarium of \$150.00 per day, only on days that CIMC business is conducted at Board or Committee meetings. Board Members attending GSA meetings will be compensated on the basis of quarters or daily per diem, not the \$150.00 per day per diem/honorarium. Board Members' travel time on non-business days will be paid by quarters or daily per diem and will be limited to a maximum of one day prior to the first meeting attended and one day after the last meeting.

For all Board Members claiming per diem/honorarium for Committee meetings, attendance at the Committee meeting will be verified before payment is made.

- (e) Quarters will not be paid for excessive travel time. Quarters for travel time will be paid based on the most expeditious mode of transportation.

3. **Transportation**

- (a) Transportation costs will be reimbursed based on the least expensive mode of travel.
- (b) Reimbursement of alternate modes of transportation will require the approval of the Executive Director.

4. **Other Travel Costs**

- (a) All costs to be reimbursed must have the appropriate receipts attached to the travel voucher (e.g. luggage fees, taxi/shuttle, tolls, parking). Mileage and meals are the only exception.
- (b) Receipts must also be attached for all pre-paid or direct bill items (eg., airfare, car rental).
- (c) If items listed on the travel voucher or attached receipts appear excessive, justification will be required before payment is made.

5. **Submission of Travel Vouchers:**

Travel vouchers should be submitted as soon as possible after the travel is completed. In no event should a travel voucher be submitted later than thirty (30) days after the travel. In addition, all travel vouchers should be completely filled out in terms of name, address, etc. The dates, departure and arrival times need to be accurately recorded on the travel voucher.

6. Lost Receipts

If a travel cost is incurred and the receipt for that expenditure is lost, a CIMC "Lost Receipt" form may be used in place of the receipt. It is the responsibility of the traveler to have this form filled out and approved by the Executive Director.

7. Travel Advance:

If the need for a travel advance occurs, the appropriate CIMC travel authorization/travel advance form must be filled out and approved.

Once a travel advance is paid to an individual, that individual has thirty (30) days to submit a travel voucher to clear the advance. Once a travel advance has been issued, no travel reimbursement will be made until the advance is cleared. A travel advance must be cleared before another advance will be issued.

8. Guaranteed Rooms:

If CIMC guarantees the cost of any lodging and the individual does not utilize the guaranteed room, that charge shall be deducted from any money due to that individual, unless waived by the Executive Director.

9. Rental Cars:

All rental cars must be approved in advance by the Executive Director.



CALIFORNIA INDIAN MANPOWER CONSORTIUM, INC.

CONSORTIUM AGREEMENT

We, the undersigned, do hereby agree to enter into this Consortium Agreement and to designate the California Indian Manpower Consortium, Inc., a non-profit corporation under the laws of the State of California, hereinafter referred to as CIMC, Inc., as the Administrative Unit of the Consortium.

We agree to operate during Program Year 2011 in accordance with the provisions of the Workforce Investment Act (Public Law 105-220, the successor program to JTPA) Section 166, Native American Programs and the regulations promulgated thereunder, and we collectively meet the requirements of 20 CFR 688.200 (b) and (c). Public Law 105-220 and any amendments thereto shall hereinafter be referred to as WIA.

We understand that this Agreement creates the California Indian Manpower Consortium (hereinafter referred to as CIMC) and binds each individual member mutually to the actions of the majority of the Consortium. We also understand that we, as members of the Consortium, shall elect a representative Board of Directors (hereinafter referred to as the CIMC Board) consisting of a Chairman, Vice-Chairman, Secretary and Treasurer, and a representative, geographically distributed, one from each of the service areas as set forth by the Board of Directors. The CIMC Board shall act in a representative capacity for the entire Consortium membership as the Board of Directors of CIMC and CIMC, Inc. (hereinafter jointly referred to as the CIMC Board) subject to any limitations which are placed upon the CIMC Board by this Agreement. Within the authority delegated to the CIMC Board by the respective members of the Consortium, they shall act by majority vote.

This Agreement shall bind us to the Consortium for the period of the grant issued by the U.S. Department of Labor (hereinafter referred to as DOL).

We accept, as CIMC members, the designation by DOL, Division of Indian and Native American Programs, Employment and Training Administration, of CIMC as the Native American grantee of the WIA Program.

We agree to operate the WIA Program in the State of California; the State of Illinois and the counties in Iowa (Clinton, Muscatine and Scott) and to serve the Indian and Native American population in the counties and on the reservations listed in Attachment A. Other reservations, counties or organizations may also join the Consortium, subject to approval by the CIMC Board.

We recognize CIMC, Inc. as a private non-profit agency incorporated for the purpose of working for the social welfare, educational and economic advancement of its member tribes, groups, and organizations and/or Indians and other Native Americans.

Subject to the specific limitations as outlined herein, the CIMC Board shall set policy to carry out the functions and responsibilities necessary to effectively administer the program consistent with the Workforce Investment Act and regulations, and CIMC, Inc. shall administer the program in accordance with such policies, rules and regulations.

We recognize the membership requirements set forth in the By-Laws of the CIMC, Inc. as also constituting the requirements for membership in the Consortium and delegate to the CIMC Board the authority to certify membership in the Consortium.

Organizational Structure of the Administrative Unit

We hereby agree that CIMC, Inc., subject to the limitations and delegations hereinafter provided, shall serve as the Administrative Unit to this Consortium. The WIA Program will be administered in accordance with the organizational structure as determined and approved by the CIMC Board of Directors.

The Administrative Unit shall be delegated all powers necessary to administer the program effectively.

We further agree that the grant agreement with DOL shall be signed by the Chairman of the CIMC Board.

Authority Delegated to the CIMC Board

The CIMC Board shall:

1. Hire the Executive Director.
2. Participate in the development of the comprehensive services and supplemental youth services plan with staff and shall, by majority vote, approve or reject the plan or any parts thereof.
3. Participate with staff in the establishment of an allocation formula or system for distributing available WIA funds among the various geographic areas covered by the grant.
4. Review and approve all personnel policies applicable to the administration of the WIA Program.
5. Review and approve all matters pertaining to the WIA program's administrative budget.
6. Approve plans for the evaluations of program performance and participate in such evaluations.
7. Utilize any advisory and/or planning councils it deems necessary to effectively plan the development of plans and policies.
8. Hold quarterly meetings chaired by the representative elected from each specific geographic service area with Consortium members from that geographic service area to discuss program goals and progress.

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9. Have the right to review and comment on the hiring and/or firing of key personnel.
 10. Have the authority to authorize training and technical assistance to those areas which want to form their own consortium.
 11. Review and approve applications for membership and for renewal of membership in the Consortium pursuant to the By-Laws of CIMC, Inc.

Authority Delegated to the Executive Director

The Executive Director shall:

1. Have the authority to hire, organize and terminate all administrative staff.
2. Have the authority to review and comment on all actions proposed by the CIMC Board, within its authority, and by the Consortium members within their authority.
3. Have the authority to receive, approve and disburse funds received pursuant to the WIA grant. Shall designate not less than two or more than six members of the administrative staff to disburse funds to cover authorized costs incurred in the operation of the program.
4. Prepare and sign all documents relating to the WIA Program except that the prime grant between the Consortium and DOL and all modifications thereto shall be signed by the Chairman of the CIMC Board.
5. Provide to the CIMC Board members a monthly report on the progress and current status of the WIA Program.
6. Establish or arrange for proper administrative, financial, accounting, personnel and record-keeping policies, systems and procedures in accordance with the Workforce Investment Act and regulations.
7. Assure that all required WIA reports are prepared correctly and submitted to DOL timely.
8. Arrange for and authorize all necessary staff training. Such arrangements shall be coordinated with DOL to assure that all available free training is utilized to the maximum extent.
9. Develop and implement procedures for program planning, evaluation of program performance and the reallocation of resources except that reallocation of funds must be approved by the CIMC Board.
10. Determine the need to reallocate funds and to modify the grant agreement with DOL according to a reallocation plan approved by the CIMC Board.
11. Establish and carry out procedures for coordinating all activities with other local WIA areas as well as other relevant agencies.

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12. Maintain all necessary records pertaining to the Consortium activities and business under the WIA grant.
 13. Have the right to enter into contracts and subgrants and other necessary agreements on behalf of the Consortium.

Authority Reserved to Consortium Members

We, as individual members of the Consortium, reserve to the entire Consortium all powers, functions, and responsibilities not specifically granted to the CIMC Board or the Administrative Unit. We agree to convene and elect an official body to represent the Consortium, which shall be the CIMC Board and which shall have the powers granted to it by this Agreement. We understand that we, as members of the Consortium are jointly and separately responsible for the use of funds under the WIA grants, and for claims established against the Consortium. We also understand that rights of evaluating the program and reallocating funds shall be reserved to the Consortium's members through input to their respective geographical service area representative.

Certification

We certify that acceptance of this Consortium Agreement was formally approved by a majority vote of the Board of Directors or the proper governing body of each organization listed as Attachment B and has been further ratified and that we are duly authorized to enter our respective organizations into this Consortium Agreement on November 6, 2010. Copies of the resolutions which have been ratified authorizing us to execute this Agreement are attached hereto and made a part thereof.

ATTACHMENT A
California Indian Manpower Consortium
Service Area

California Counties

Reservations

Amador
Butte
Calaveras
Colusa
El Dorado
Fresno
Glenn
Imperial
Inyo
Kern
Kings
Lake
Lassen
Madera
Mariposa
Mendocino
Merced
Modoc
Mono
Napa
Nevada
Placer
Plumas
Riverside
Sacramento
San Bernardino
San Joaquin
Shasta
Sierra
Solano
Stanislaus
Sutter
Tehama
Tuolumne
Yolo
Yuba

Agua Caliente
Alturas
Auburn
Augustine
Barona
Benton-Paiute
Berry Creek
Big Bend
Big Pine
Big Sandy
Big Valley
Bishop
Bridgeport
Buena Vista
Cabazon
Cahuilla
Campo
Capitan Grande
Cedarville
Chemehuevi
Chicken Ranch
Chico
Cloverdale
Cold Springs
Colusa
Cortina
Coyote Valley
Cuyapaipe
Dry Creek
Enterprise
Fort Bidwell
Fort Independence
Fort Mojave
Graton
Greenville
Grindstone
Guidiville
Hopland
Inaja & Cosmit
Ione
Jackson
Jamul
La Jolla
La Posta
Laytonville
Likely
Lone Pine
Lookout
Los Coyotes
Lytton
Manchester/Point Arena

Manzanita
Mesa Grande
Middletown
Montgomery Creek
Mooretown
Morongo
North Fork
Pala
Paskenta
Pauma
Pechanga
Picayune
Pinoleville
Pit River
Potter Valley
Ramona
Redding
Redwood Valley
Rincon
Roaring Creek
Robinson
Round Valley
Rumsey
San Manuel
San Pasqual
Santa Rosa Rancheria
Santa Rosa Reservation
Santa Ynez
Santa Ysabel
Scotts Valley
Sheep Ranch
Sherwood Valley
Shingle Springs
Soboba
Stewarts Point
Sulphur Bank
Susanville
Sycuan
Table Mountain
Timbisha
Torres-Martinez
Tuolumne
Twenty-Nine Palms
Upper Lake
Viejas
X-L Ranch

**California Indian Manpower Consortium
Service Area**

Illinois Counties

Adams
Alexander
Bond
Boone
Brown
Bureau
Calhoun
Carrol
Cass
Champaign
Christian
Clark
Clay
Clinton
Coles
Cook
Crawford
Cumberland
DeKalb
De Witt
Douglas
DuPage
Edgar
Edwards
Effingham
Fayette
Ford
Franklin
Fulton
Gallatin
Greene
Grundy
Hamilton
Hancock
Hardin
Henderson
Henry
Iroquois
Jackson
Jasper
Jefferson
Jersey
Jo Davies
Johnson

Kane
Kankakee
Kendall
Knox
Lake
La Salle
Lawrence
Lee
Livingston
Logan
McDonough
McHenry
McLean
Macon
Macoupin
Madison
Marion
Marshall
Mason
Massac
Menard
Mercer
Monroe
Montgomery
Morgan
Moultrie
Ogle
Peoria
Petty
Piatt
Pike
Pope
Pulaaski
Putnam
Randolph
Richland
Rock Island
St. Clair
Saline
Sangamon
Schuyler
Scott
Shelby
Stark

Stephenson
Tazewell
Union
Vermillion
Wabash
Warren
Washington
Wayne
White
Whiteside
Will
Williamson
Winnebago
Woodford

Iowa Counties

Clinton
Muscatine
Scott