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Board of Supervisors,  
El Dorado County

KIRK UHLER  
Board of Supervisors,  
Placer County

JASON BUCKINGHAM  
Executive Director

Golden Sierra Job Training Agency  
1919 Grass Valley Hwy, Suite 100  
Auburn, CA 95603

(530) 823-4635

**GOLDEN SIERRA JOB TRAINING AGENCY**

**GOVERNING BODY  
REGULAR MEETING  
AGENDA**

**Wednesday, August 6, 2014 – 10:00 a.m.**

**Golden Sierra Job Training Agency  
1919 Grass Valley Hwy, Suite 100  
Auburn, CA 95603**

- I. ROLL CALL AND INTRODUCTION OF GUESTS
- II. APPROVAL OF AGENDA 1-2
- III. CONSENT AGENDA
- All matters listed under the Consent Agenda are considered to be routine in nature and will be approved by one blanket motion.
- For Approval
- A. Approval of Minutes from June 4, 2014 3-9  
GB Meeting
- B. Approval of Minutes from June 20, 2014 10-12  
GB Special Meeting
- C. Approval of WIB Application(s); 13-17
- Robert Ward, IBEW Local 340  
*Representing Labor Organization*
- IV. PUBLIC COMMENT – FOR ITEMS NOT ON THE AGENDA
- V. APPROVAL OF MOUs 18-43
- 49er ROP
  - Experience Works
  - Employment Development Department (EDD)
  - Department of Rehabilitation (DOR)
- VI. DIRECTOR'S UPDATE
- VII. CLOSED SESSION

**PUBLIC EMPLOYMENT: PERFORMANCE EVALUATION &  
EMPLOYMENT AGREEMENT  
(Government Code §54957)**

**EQUAL OPPORTUNITY**

Golden Sierra is an equal opportunity employer/program. Auxiliary aids and services are available upon request. Special requests for services, aids and/or special formats need to be made by calling (530) 823-4635 (Voice). TTY users please call the California Relay Service at 711.

VIII. FUTURE AGENDA ITEMS/NEW BUSINESS

IX. NEXT MEETING: October 1, 2014 – Auburn Connections

X. ADJOURNMENT

**GOLDEN SIERRA JOB TRAINING AGENCY**

**GOVERNING BODY  
REGULAR MEETING  
MINUTES**

**Wednesday, June 4, 2014 – 10:00 a.m.**

**California Conservation Corps  
Tahoe Center  
1949 Apache Ave  
South Lake Tahoe, CA 96150**

**I. ROLL CALL AND INTRODUCTION OF GUESTS**

Quorum was established and the meeting called to order at 10:05 am by the Chair Rakow

Present: Katherine Rakow, Norma Santiago, Kirk Uhler

Absent: None

Guests: Ron Hames, Nichole Williamson, Jenny Wilson, Michael Indiveri,  
Terrie Trombley, Lorna Magnussen

**II. APPROVAL OF AGENDA**

**Motion** to approve the agenda as presented by Santiago, second by Uhler.

**Motion** approved unanimously.

**III. CONSENT AGENDA**

All matters listed under the Consent Agenda are considered to be routine in nature and will be approved by one blanket motion.

For Approval

A. Approval of Minutes from April 2, 2014 GB Meeting

B. Approval of WIB Applications;

1. JULIA BURROWS, Enable Energy  
*Representing Local Business (Placer County)*
2. STEWART SCHURR, Doctor PC  
*Representing Local Business (Placer County)*
3. JOHN TWEEDT, District 16 Council  
*Representing Labor Organization*
4. MARK FRAZIER, Department of Rehabilitation  
*Representing One-Stop Partner*

**Motion** to approve Consent Agenda items A & B by Uhler, second by Santiago.

**Motion** approved unanimously.

IV. PUBLIC COMMENT – FOR ITEMS NOT ON THE AGENDA

Trombley notified the board that Golden Sierra had just received notification from the state this morning that fund utilization for the K4 funding has been waived and Rapid Response will be given another year on the K4 funding.

Williamson shared that Alpine has been running their program for about 3 years now; key staff person Elyse Neiman has been with us from the beginning, but will be leaving shortly. We are currently recruiting for her replacement.

V. APPROVAL OF FISCAL YEAR 2013/2014 BUDGET REVISIONS

Trombley presented a budget revision that allow for the release of sequestered funding and adjusted line items to reflect actuals.

**Motion** to approve the 2013/2014 budget revisions by Uhler, second by Santiago.

**Motion** approved unanimously.

VI. APPROVAL OF FISCAL YEAR 2014/2015 DRAFT BUDGET

Trombley presented the following highlights:

- 9.5% cut in K5 funding for 2014/2015
- SB 734 required 30% of WIA funding to be spent on direct training for adult and dislocated workers. To implement this change up until 2016/2017 only 25% of the requirement needed to be met and 10% could be used for leverage. K3 funding was at 25%, K4 20% and K5 will be at 15%. The goal for the next fiscal year is to expend 15% of WIA funds for direct training and 10% for leverage. Finance Committee will be monitoring this.
- Schedule 5L figures need to be corrected. The funding allocation should say 15/10% and not 20/5%.
- If funding is further reduced or impacted by WIOA, all the One Stops may not be able to be maintained. The Roseville office is currently collocated and subleased from the EDD and may be required in the reauthorization of WIOA.
- Schedule 1 is an estimate of roll over.
- Prop 39 is not included
- Incorporated the assumption that Rapid Response would be extended. Schedule 1 \$60,000.
- Schedule 1 reflects the plan to carry over \$770,763 into the first quarter of 2015/2016.

**Motion** to adopt the draft budget with the 5L correction by Santiago, second by Uhler.

**Motion** approved unanimously.

VII. APPROVAL OF OPEB ACTUARIAL UPDATE

*Information Only*

Trombley met with John Bartel, who calculates the actuarial liabilities for healthcare for retirees. He recommended that the report be revised prior to presenting. Actuarial standards have changed and they are requiring that an "Implied Liability" be reflected. While the standards do not go into effect until 2015, our actuarial period includes the implementation period; therefore, we have applied the new standards now to provide a better picture of our true liability. The impacts of these changes are currently being researched and a conference call special meeting of the Governing Body will take place by the end of the month to approve the revised report.

APPROVAL OF OUT OF STATE TRAVEL

- *2014 National Employment Network Association (NENA) Annual Training Conference*  
September 16, 2014 – September 18, 2014  
Las Vegas, Nevada
- *In-Depth Review of OMB's New Super Circular*  
August 5, 2014 – August 6, 2014  
Seattle, Washington

**Motion** to approve out of state travel by Santiago, second by Uhler.

**Motion** approved unanimously.

VIII. UPDATE RESOLUTION FOR SIGNATURE AUTHORITY

Magnussen presented annual Resolution #13-06 for approval.

**Motion** to approve Resolution #13-06 by Santiago, second by Uhler.

**Motion** approved unanimously by roll call vote.

IX. WIA SERVICE PROVIDER PERFORMANCE

Magnussen noted that the performance reports included in the packet contained the requested changes from the last meeting to incorporate time periods as well as numerators/denominators. A few of the areas are in the red, like Auburn and South Lake Tahoe could be due to small pools. Wilson stated that El Dorado has been working very closely with the MIS to review any inconsistencies in these areas, as well as meeting with Jason and Darlene monthly. It was discovered that some of the activity information was entered incorrectly and has been identified. We will be doing some training as well as developing operating manuals. The more recent reports are already reflecting the corrections and are looking better. Williamson noted that while she has not been exposed to the report Alpine numbers are most likely also impacted by small pools.

Santiago inquired on how are we doing with the Long Term Unemployed (LTU); are we capturing or measuring this information. She stated that this seemed to be a focus at the recent NAWB conference. Magnussen stated that this was also a strong theme at the CWA Meeting of the Minds Conference Trombley noted that we received a \$50,000 award from SETA targeting LTU Veterans, but are not necessarily tracking outside of this. The labor market analysis that comes from EDD might provide some LTU information. Magnussen stated there is a WIB meeting taking place on July 17<sup>th</sup> at Folsom Lake College in Placerville where the EDD Labor Market Information Division will be providing a report out; we can inquire if LTU data can be included. Magnussen will attempt to bring back information.

X. DIRECTOR'S REPORT

El Dorado County (Wilson):

- In the last 2 months in the Placerville & South Lake Tahoe One Stops, over:
  - 2,000 people have been served.
  - 50 workshops were offered, including the NextSkills program which is tied into the DEI Grant. It is a soft skills training program which was developed by Los Rios Community College. It consists of about six, one week training modules, including diversity, employability and communication skills. At the end of the program a certificate is awarded to the students that complete the program and it has been very popular.
- The Business Services staff participated in:
  - Elevate El Dorado in May - The Economic Development group invited 250 brokers to participate to showcase what El Dorado had to offer; 50-60 people attended this event.
  - Skill Trades Job Fair in Sacramento and offered resume help.
  - Syncing with all the Chambers and trying to tie in with Economic Development Departments through the county.
  - Two business walks in Camino and El Dorado Hills that took place, that provided a lot of valuable information. Businesses Services is meeting one on one with businesses and helping them with things like referrals to SEDCorp for business loans and providing them with information about job training programs.
- A NextSkills training was rolled out to veterans onsite at the Veteran's office but no one attended. A meeting is set up to explore other options and other strategies to get the word out to veterans to increase attendance. About 18-26 year old veteran population is at 18% unemployment, nationally.
- Currently working with realignment funds to serve people recently released from correctional facilities. The goal is to coordinate bringing this population into the One Stop, providing services to them and also providing training programs onsite.

Placer County (Magnussen):

- Participated in three job fairs. Two of these fairs were multi-regional. The Tri-County Job Fair was very successful, serving El Dorado, Sacramento and Placer counties. Also, there was a Placer County only job fair that was at the Roseville Connections and the final job fair was the Skilled Trades Job Fair held at McClellan. There were 41 employers, 8 training providers and community partners, 200 job seekers. The partners included Golden Sierra, Sacramento Works and BIA.
- National Emergency Grant, \$50,000 was awarded to help with the Long Term Unemployed targeting veterans. Emphasis on Healthcare (Pharmacy Tech, Medical Assistant and Home Health Aides).
- Working on a collaborative effort with neighboring LWIA and North Lake Tahoe Family Resource Center to expand job seeker and business service in the north part of Placer County. Will be assisting in a job fair in October.

- Projects include: working with CVS to help with recruitment assistance; partnering with Julia Burrows from Enable Energy to create some paid summer internships; and employer based seminars through the DEI grant. These seminars are to provide some information and tools for working with persons with disabilities.
- An application has been submitted for a Workforce Accelerator funding

Consortium (Magnussen):

- Still working with EDD, at the Equal Employment Opportunity Compliance Division, as far as accessibility for the One Stops and are still trying to resolve issues at the South Lake Tahoe and Alpine locations. If this is unable to be resolved, the EDD funding could be impacted for the centers that are not able to comply. The main issue at Alpine is that one of the center's parking lots would need to be resurfaced due to a slope that could cause a snowmelt issue and it is not wheelchair accessible. Alpine has provided supporting documentation to the EDD and are hopeful that they will grant a waiver.
- Slingshot is currently putting together stakeholder groups. The three topics discussed are business assistance and layoff aversion, youth employment and adult skill building. SlingShot is a multi-regional approach to identify and address issues.

Hames inquired if this could be used for collaboration between California & Nevada. Magnussen stated that this was state funding so she doesn't believe this would be an option. Santiago noted that the Lake Tahoe Sustainability Collaborative has several working groups that have been holding workforce roundtables; one of the efforts is to collaborate with Nevada LWIA counterparts to leverage dollars.

- There were 17 attendees at the Roseville 2014 BOSS Workshop, but due to lack of sign-ups, the Auburn BOSS Workshop was cancelled. The next workshops coming up are: June 12<sup>th</sup> in Lincoln, June 19<sup>th</sup> in El Dorado Hills and June 26<sup>th</sup> in Shingle Springs.
- DEI - there have been significant increases in both identified registered, as well as those receiving services through DEI. The increase could be either more incoming traffic or the outreach to the population with disabilities is more successful. Those registered have gone from 8% to 10%. The WIA enrollment has gone from 5% to 16%. 30 Tickets assigned to through Employment Network.

XI. FUTURE AGENDA ITEMS/NEW BUSINESS

Indiveri provided the following Workforce Innovation & Opportunity Act (WIOA) information.

Summary/history:

- WIA passed in 1998, was operational in 2000, the House passed reauthorization in 2005.
- The committee and sub-committee responsible for WIA in the House and Senate have received clearance from the Senate Majority Leader and the Speaker that WIOA is being put on the calendar, as early as next week.
- WIAO does make possible Workforce Investment activities.

Significant changes in the local areas:

- The 49 workforce development areas will be local areas in the new bill. The state is required to consult with local elected officials and local WIB Boards that are in existence now in order to identify local areas and planning regions that are in alignment with labor markets and regional economic development.
- The bill allows for initial and subsequent designation based on performance, fiscal integrity and participation in regional coordination activities, including regional planning, information sharing, pooling of administrative costs and coordination of service delivery. The Golden Sierra region would fit in with the Sacramento region. They will not force any local area to join or leave a region.
- While they are retaining the local area designation criteria of 500,000 political jurisdictions, the state will provide incentives to areas to encourage them to join regions.

Significant changes to the One Stop infrastructure:

- Maintains requirements for mandatory One Stop partners in a local area, to reach a voluntary agreement to fund the costs of the One Stop. There will be mandatory partner program contributions at a state level. The state core programs like adult education, rehabilitation for disabilities and employment service, EDD, will have to submit one unified plan to the Federal Board.
- Current Law (WIA): Universal access for all Core services for anyone in the community is light touch. For Intensive services and tracking of members, they must currently be eligible and enrolled.
- New Law (WIOA): Program is called Career Services Strategy and will facilitate people going through the centers faster and to get into training faster. They can also get incumbent worker training. Right now to go into the intensive program you have to meet the adult dislocated worker eligibility. The new program will not be as restrictive and will have universal access and may be eligible for one on one job coaching.

Youth Services:

- 75% of the funds are for out of school youth. This could include drop-outs or youth that are beyond high school age. New age is up to 24.
- The manager's statement of the bill states it is aimed towards drop out recovery efforts and educational training that leads to diploma or secondary credential.

Local Workforce Boards:

- Still have to have a majority of private sector members with chair being from private sector.
- Only the core groups that are mandated representing community colleges, economic development and or community development are required community members.
- Workforce representatives must make up 20% of your board (bargaining unit, trade agent or other entity representing workers). There is also an emphasis on defined industries and focused sectors.
- All the partners have the same performance metrics for evaluation.



As far as use of funds, the act does not break out businesses as a specific customer but the language of the activities that the bill has, businesses will be involved. The term layoff aversion has made it in to the act. In addition to incumbent worker training, customized training is emphasized. The employer may have to provide some of these services.

There may be some mandates regarding colocation with EDD but it is not clear yet. SB 734 and SB 293 are not in the new act, so it is uncertain if these will remain the same. In the manager's statement it states they encourage pay for performance contracts utilizing non-federal funds but it is not clear where the funding will be allocated from.

XII. NEXT MEETING: August 6, 2014 – Auburn Connections

- Special Meeting - conference call; OPEB & Side Fund
- Invitation to July 17<sup>th</sup> WIB meeting from 1-3pm at the Placerville Folsom Lake College campus.

XIII. ADJOURNMENT

**Motion** to adjourn at 11:56 am by Rakow, second by Santiago.

**Motion** passed unanimously

**GOLDEN SIERRA JOB TRAINING AGENCY**

**GOVERNING BODY  
SPECIAL MEETING  
MINUTES**

**Friday, June 20, 2014 – 11:00 a.m.**

**Golden Sierra Job Training Agency  
1919 Grass Valley Hwy, Suite 100  
Auburn, CA 95603**

**Teleconferencing Locations**

**Alpine Connections (1)**  
75-A Diamond Valley Road  
Markleeville, CA 96120

**Placer County District Office (2)**  
1700 Eureka Road, Suite 160  
Roseville, CA 95661

**El Dorado County (3)**  
**Department of Transportation Engineering**  
924 B Emerald Bay Road  
South Lake Tahoe, CA 96150

I. **ROLL CALL AND INTRODUCTION OF GUESTS**

Quorum was established and the meeting was called to order at 11:00 am by

**Present:** Katherine Rakow (1), Norma Santiago ( 3), Kirk Uhler (2)

**Absent:** None

**Guests:** Jason Buckingham, Terrie Trombley, Lorna Magnussen

*(#) indicates teleconferencing location*

II. **APPROVAL OF AGENDA**

**Motion** to approve the agenda by Santiago, second by Uhler

**Motion** approved unanimously by roll call vote.

III. **PUBLIC COMMENT – FOR ITEMS ON THE AGENDA**

Buckingham provided the following reports:

- Unemployment figures were released today with Placer County at 6%, El Dorado County at 7% and Alpine County at 13%. These do not take into account the Long Term Unemployed statistics, which might make the percentage higher if they were included. Otherwise, they appear low in comparison, nationwide.

- The Workforce Innovation & Opportunity Act (WIOA) will continue to move forward despite Canter's defeat. Kevin McCarthy from California was appointed as Canter's replacement as the Majority Leader. With the passing of the WIOA, we may be required to procure the One Stop service providers within each county. As of now, the requirement will need to be met by July of 2015; we will monitor the timeline to ensure that RFP's are submitted to meet the deadlines.

Santiago inquired what impact in terms of legislation was there due to Canter's defeat.

Buckingham's stated that to his understanding there was a feeling that not a lot was going to move, at least for the reauthorization piece, that is not the case. It is a piece of legislation that is bipartisan and is written by both houses; that is why it is moving forward.

Santiago asked for confirmation that we are definitely moving forward with reauthorization this year. Buckingham confirmed that approval should take place by the end of July. Santiago also asked if she understood correctly that the One Stop would have to go under a private contract. Buckingham's responded that it would not necessarily require a private contract, but instead of having individual One Stop operators you may have a single One Stop operator and service providers within the counties. These One Stop operators and service providers would need to be competitively procured.

- The application for the Workforce Accelerator grant was awarded to a number of agencies throughout California, but unfortunately we did not receive any of the grant funds awarded.

#### IV. APPROVE RESOLUTION 13-07 SETA PROP 39 CONTRACT

Buckingham stated that this resolution allows us to accept funding from Sacramento Employment Training Agency from Prop 39 based on a collaborative application. This funding would provide MC3 training to Veterans under the age of 25 or California Conservation Corp members; this funding would allow applicants to attend a state approved pre-apprenticeship program and then continue on to energy efficiency occupations, construction or apprenticeship programs.

**Motion** to approve Resolution 13-07 by Uhler, second by Santiago

**Motion** approved unanimously by roll call vote.

#### V. APPROVE RESOLUTION 13-08 SIDE FUND PAYMENTS

Buckingham stated that the agency is trying to address a pension liability that was in part caused by an increase from 2% at 55 Pension Benefit to 2.5% at 55 Pension Benefit around 10 years ago. Since that time we have been working to pay off the liability. Approval of this resolution would allow us to make prepayments and reduces the amortization period and the total liability for pension. The resolution would allow up to \$100,000 annually of prepayments.

**Motion** to approve Resolution 13-08 by Santiago, second by Uhler

**Motion** approved unanimously by roll call vote.

VI. APPROVAL OF OPEB ACTUARIAL

Every two years there is a requirement to complete an actuarial of Other Post Employment Benefits (OPEB). Currently we are at the end of the second year and have completed the report. We are looking for approval so we can make our annual required contribution payment.

**Motion** to approve OPEB Actuarial by Uhler, second by Santiago

**Motion** approved unanimously by roll call vote.

VII. FUTURE AGENDA ITEMS/NEW BUSINESS

1. Update on WIOA
2. EMSI reporting updates requested
3. Negotiations for bargaining agreement

Rakow inquired if a Youth Council member from Alpine County had been identified. Magnussen stated that she had provided the Alpine Center with a Youth Council recruitment flyer

VIII. NEXT MEETING: August 6, 2014 – Auburn Connections

IX. ADJOURNMENT

Meeting adjourned at 11:20 am.

# Golden Sierra Job Training Agency Governing Body

## MEMORANDUM

**DATE:** August 6, 2014  
**TO:** Governing Body members  
**FROM:** Jason Buckingham, GSJTA Executive Director  
**SUBJECT:** WIB Applications

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Resolution       Action Item       Information

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Your approval is requested for the attached WIB membership applications from:

Robert Ward, IBEW Local 340, *Representing Labor Organization*

With your approval, the applicants shall carry the member **term of July 1, 2014 to June 30, 2018.**



**Golden Sierra**  
Workforce Investment Board

**MEMBERSHIP  
APPLICATION FORM**

**Person Nominated:** Bob Ward **Title:** Assistant Bus. Manager

**Business Name:** IBEW Local 340

**Business Address:** 2840 El Centro Road #115, Sacramento, CA 95833

**Telephone:** 916-995-1464 **FAX:** 916-627-1074 **E-mail:** bward@ibewlocal340.org

**Organization submitting nomination:** Sacramento Central Labor Council, AFL-CIO  
(ie: Chamber of Commerce, Manufacturing Association, etc.)

**Contact Person:** Bill Camp **Title:** Executive Secretary

**Business Address:** 2840 El Centro Road #111, Sacramento, CA 95833

**Telephone:** 916-937-9772 **FAX:** 916-927-1643 **E-mail:** bill.camp@sacramentolabor.org

**(A letter of nomination is required and must be attached to this application or forwarded under separate cover.)**

**Area of Representation (check all that apply):**

- |  |   |
|--|---|
| <input type="checkbox"/> Local Business                | <input type="checkbox"/> Economic Development |
| <input type="checkbox"/> Local Education               | <input type="checkbox"/> One-Stop Partners    |
| <input checked="" type="checkbox"/> Labor Organization | <input type="checkbox"/> Other                |
| <input type="checkbox"/> CBO                           |   |

  
\_\_\_\_\_  
Signature

7-17-14  
\_\_\_\_\_  
Date

I hereby submit my application for membership on the Local Workforce Investment Board to Golden Sierra Job Training Agency. I have completed and included the following – narrative questions, conflict of interest and nomination letter.

Return all information to: **Lorna Magnussen, WIB ANALYST**  
Golden Sierra Job Training Agency  
1919 Grass Valley Hwy Ste. 100  
Auburn, CA 95603

## **NARRATIVE QUESTIONS**

**What specific experience/expertise do you possess which would be of value to the Workforce Investment Board?**

Former Apprenticeship Instructor for IBEW / Inside Wireman Foreman & Journeyman /  
Currently a Membership Development Representative for IBEW Local 340

**Why would you be a good candidate to serve on the Workforce Investment Board?**

I am currently working on the International Construction Wireman/Construction Electrician program. (Recruiting, Slotting them into the program / sending out to Union Electrical Employers, Follow up with member & employer, etc.) w/ultimate goal that these members become Inside Wireman Apprentices.

**You may attach additional information, including your resume or biography. Further questions should be directed to Lorna Magnussen at Golden Sierra Job Training Agency at (530) 823-4635.**

**CONFLICT OF INTEREST INFORMATION**

1. Does your employer/company provide goods and/or services to Golden Sierra Job Training Agency, or have any plans to provide goods and/or services to Golden Sierra Job Training Agency in the future?    Yes  No     If yes, please describe below:
  
2. You will be setting policy for and possibly allocating funds to community-based organizations, profit and non-profit corporations, school districts and other governmental entities or program operators. Do you or any member of your immediate family have any affiliation with such entities (i.e., ownership; employment; contractual relationships, including Golden Sierra-funded On-the-Job Training (OJT) program participation; commission, board or committee membership)?    Yes  No     If yes, identify below the name of the entity and the nature of the affiliation. *(Immediate family members are: wife, husband, son, daughter, mother, father, brother, brother-in-law, sister-in-law, father-in-law, mother-in-law, aunt, uncle, niece, nephew, step-parent or step-child.)*
  
3. Do you, or any member of your immediate family (as defined above), have any ownership interest in any commercial real property that is currently leased/rented by Golden Sierra Job Training Agency?    Yes  No     If yes, please describe such property by size and location.

**If your nomination or application is approved, you will be required to file a limited conflict of interest form with Golden Sierra Job Training Agency prior to assumption of Workforce Investment Board membership.**

  
\_\_\_\_\_  
Signature of Applicant

7-17-14  
\_\_\_\_\_  
Date





## SACRAMENTO CENTRAL LABOR COUNCIL AFL - CIO

*Embracing Amador, El Dorado, Nevada, Placer, Yolo and Sacramento Counties*

2840 El Centro Road, Suite 111 • Sacramento, California 95833

Telephone: (916) 927-9772 • Fax: (916) 927-1643

[www.sacramentolabor.org](http://www.sacramentolabor.org)

July 21, 2014

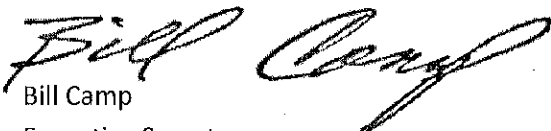
Lorna Magnussen  
WIB Analyst  
Golden Sierra Workforce Investment Board  
1919 Grass Valley Hwy, Suite 100  
Auburn, CA 95603

Dear Ms. Magnussen:

This is to certify that the Sacramento Central Labor Council, AFL-CIO, which covers the area represented by the Golden Sierra Workforce Investment Board, has nominated Bob Ward for a labor representative position on the board. Bob is a key leader in the Sacramento Central Labor Council's jurisdiction and IBEW 340. He is respected by other leaders in the labor movement throughout the region.

Thank you for your interest in a successful workforce preparation strategy. We look forward to working with you and your staff.

Sincerely,

  
Bill Camp  
Executive Secretary

**Golden Sierra  
Governing Body**

**MEMORANDUM**

**DATE:** August 6, 2014  
**TO:** Governing Body members  
**FROM:** Jason Buckingham, GSJTA Executive Director  
**SUBJ:** Memorandum of Understanding (MOU)

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Resolution       Action Item       Information

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Your approval is requested for the attached Memorandum of Understanding (MOUs) between Golden Sierra Job Training Agency, Golden Sierra Workforce Investment Board and:

- 49er ROP
- Department of Rehabilitation
- Employment Development Department (EDD)
- Experience Works

The term of MOUs are: July 1, 2014 – June 30, 2017

The purpose of these MOUs is to ensure a continued cooperative working relationship among the parties and to define roles and responsibilities of interested parties with respect to continuation of services within the One-Stop Career Center Delivery System.

# **Memorandum of Understanding**

Between

**Golden Sierra Job Training Agency**

And

**The Golden Sierra Workforce Investment Board**

And

**Placer County Office of Education: 49er Regional Occupational Program**

**I. Purpose**

The purpose of this Memorandum of Understanding (MOU) is to define the roles and responsibilities as mutually agreed by the parties for the operation of the America's Job Centers of California (AJCC) located within Placer County as required under the Workforce Investment Act (WIA).

It is expressly understood by all parties that this MOU does not constitute a binding financial commitment, but rather the intent to work cooperatively to improve services to the community.

**II. Term of Agreement**

This MOU will be in effect from **July 1, 2014 to June 30, 2017**. In the event that it becomes necessary for a party to cease being a part of this MOU, said party shall notify the other parties, in writing, 60 days in advance of that intention. The other parties to this MOU shall then determine how to replace or offset the loss of participation and resources to the AJCCs.

**III. Modification**

This MOU may be modified, altered, or revised, as necessary, by the issuance of a written amendment signed and dated by all parties.

If any provision of this MOU is held invalid or otherwise stricken, the remainder of this MOU shall remain in full force and effect.

**IV. Resource Sharing Agreement**

WIA 121(c)(2)(A)(ii) and 20 CFR 662.270 require that the funding arrangements for services and operating costs of the AJCCs be described in this MOU. Placer County Office of Education (PCOE) will negotiate any financial participation in the operating costs of those AJCCs in which PCOE staff is co-located. Allocation and payment of the operating costs of the AJCC that is attributable to PCOE, if any, will be addressed in a

separate Resource Sharing Agreement (RSA). Such financial participation agreements shall be done in conformance with all state and federal guidelines as outlined in EDD Monitoring Guide (WIAMG-13). This MOU shall be referenced in such financial participation contracts.

**V. Agreements/Functions**

- A. Parties to this MOU mutually agree to coordinate and perform the activities and services described herein as authorized by applicable laws and regulations governing the parties' respective programs and agencies. All parties agree to:
1. Acknowledge Auburn Connections and/or Roseville Connections as the AJCCs operating in Placer County.
  2. Participate in good faith in routine partner meetings devoted to the continuous improvement of the AJCCs in Placer County.
  3. Share data, information, and resources (consistent with confidentiality requirements) that will enhance services to customers.
  4. Support the three strategic goals of the AJCC network:
    - i. Meet the workforce needs of high demand sectors of the state and regional economies, by providing quality training, employment services, and business resources to California's workforce system with integrity, accountability, and fiscal responsibility.
    - ii. Ensure the services and resources throughout the network meet the needs of an evolving economic climate.
    - iii. Strengthen awareness of network services and resources to California's workforce by supporting system alignment and continuous improvement efforts.
- B. Golden Sierra Job Training Agency agrees to:
1. Determine eligibility for WIA services.
  2. Provide priority of service to veterans and covered spouses for any qualified job training program pursuant to the Jobs for Veterans Act as prescribed in 38 USC 4215.
  3. Provide outreach, recruitment, intake, and orientation activities.
  4. Provide job search, placement assistance, and career guidance.
  5. Provide labor market information and information on job vacancies.
  6. Provide information on local and regional training providers.
  7. Provide information on community support services.
  8. Provide information and services to employers which may include:
    - i. Labor market information
    - ii. Wage and benefit information
    - iii. Local labor pool information
    - iv. Internet talent search and job posting
    - v. Financial assistance for employee training
    - vi. Employee recruitment and pre-screening services
    - vii. Employee assessment and testing services
    - viii. Job fairs

- ix. Tax credit information
- x. Outplacement assistance
- xi. Local economic development efforts
- xii. Employer workshops and seminars

C. Placer County Office of Education: 49er Regional Occupational Program agrees to:

1. Determine eligibility for career and educational opportunities funded by the 49er Regional Occupational Program.
2. Provide outreach, recruitment, intake, and orientation activities for the individuals attributable to the 49er Regional Occupational Program.
3. Provide information on community support services.
4. Provide information about course offerings and upcoming events.
5. Provide brochure holders and literature about the 49er Regional Occupational Program for both Auburn Connections and Roseville Connections.
6. Provide a training session (once a year) to AJCC staff. Topics may include eligibility criteria, program changes, outreach strategies, etc.

**VI. Referral Process**

After an initial interview, evaluation, or assessment of a customer's needs, AJCC staff will recommend a referral to one or more partner agencies as appropriate. The referral recommendation will be discussed with the customer in a courteous and professional manner to ensure agreement. Parties to the MOU agree to accept a variety of referral methods including in-person, telephone, Internet, and hard copy referral forms.

**VII. Identity**

The physical locations of Roseville Connections and Auburn Connections will be identified with signage indicating, "Connections - A Proud Partner of America's Job Centers of California." Public information products shall reflect all invested partners, as agreed to by the partners.

**VIII. Supervision**

All parties shall maintain operational responsibility and fiscal control for their staff assigned to Roseville Connections and/or Auburn Connections. All parties shall ensure their staff adheres to the job center's policies and procedures.

**IX. Method of Dispute Resolution**

The parties shall first attempt to resolve all disputes informally. Either party may call a meeting of all parties to discuss and resolve disputes. Should informal resolution efforts fail, the dispute shall be referred in writing to the Executive Director of Golden Sierra Job Training Agency (the designated job center operator). The Executive Director shall issue his/her resolution in writing within ten working days to both parties. If the Executive Director's resolution is not acceptable, the parties may then request in writing that Golden Sierra's Executive Director place a dispute on the agenda of the next regular or special meeting of the Workforce Investment Board's Executive Committee. The decision of the Executive Committee shall be final.

**X. Confidentiality**

Client information shall be shared solely for the purpose of registration, referral or provision of services. In carrying out their respective responsibilities, each party shall respect and abide by the confidentiality policies of the other party.

**XI. Press Release and Communications**

Each party shall acknowledge Connections when communicating with the press, television, radio or any other form of media regarding the duties or performance under this MOU. Participation of the parties in press/media presentations will be determined by each party's public relations policies.

**XII. Insurance**

Each party agrees to maintain in full force and effect during the term of this MOU and any extension thereof, commercial general liability insurance, or self-insurance, with limits of not less than \$1,000,000 single limit coverage per occurrence for bodily injury, personal injury, and property damage. Upon request from either party, the other party shall provide an appropriate certificate evidencing such insurance, or self-insurance, to the requesting party.

**XIII. Hold Harmless/Indemnification**

In accordance with provisions of Section 895.4 of the California Government Code, all parties to this MOU hereby agrees to indemnify, defend and hold harmless the other parties to this MOU from and against any and all claims, demands, damages and cost arising out of or resulting from any acts of omissions which arise from the performance of the obligations by such indemnifying party pursuant to this MOU. Such an indemnification includes any attorney's fees and costs. It is understood and agreed that all indemnity provided herein shall survive the termination of this MOU as long as the disputed acts or omission occurred during the term of the MOU.

**XIV. Discrimination Clause**

Parties to this MOU shall not unlawfully discriminate, harass, or allow harassment against any employee, customer or applicant due to gender, race, color, ancestry, religion, national origin, physical disability, mental disability, medical conditions, age, or marital status. Parties shall comply with provisions of the Fair Employment and Housing Act (Government Code Section 12990), the Americans with Disabilities Act of 1990 (ADA), and related applicable regulations.

**XV. Authority and Signatures**

<p><b>THE GOLDEN SIERRA WORKFORCE INVESTMENT BOARD</b></p>	<p><b>GOLDEN SIERRA JOB TRAINING AGENCY</b></p>
<p><b>Signature and Date</b></p>	<p><b>Signature and Date</b></p>
<p><b>Susan “Tink” Miller, Chairperson</b></p>	<p><b>Jason Buckingham, Executive Director</b></p>
<p><b>Name and Title</b></p>	<p><b>Name and Title</b></p>
<p><b>CHIEF ELECTED OFFICIAL</b></p>	<p><b>PLACER COUNTY OFFICE OF EDUCATION</b></p>
<p><b>Signature and Date</b></p>	<p><b>Signature and Date</b></p>
<p><b>Katherine Rakow, Chairperson</b></p>	<p><b>Sheryl Ryder, Executive Director</b></p>
<p><b>Name and Title</b></p>	<p><b>Name and Title</b></p>

# **Memorandum of Understanding**

Between

**Golden Sierra Job Training Agency**

And

**The Golden Sierra Workforce Investment Board**

And

**Experience Works**

**I. Purpose**

The purpose of this Memorandum of Understanding (MOU) is to define the roles and responsibilities as mutually agreed by the parties for the operation of the America's Job Centers of California (AJCC) located within Placer County as required under the Workforce Investment Act (WIA).

It is expressly understood by all parties that this MOU does not constitute a binding financial commitment, but rather the intent to work cooperatively to improve services to the community.

**II. Term of Agreement**

This MOU will be in effect from **July 1, 2014 to June 30, 2017**. In the event that it becomes necessary for a party to cease being a part of this MOU, said party shall notify the other parties, in writing, 60 days in advance of that intention. The other parties to this MOU shall then determine how to replace or offset the loss of participation and resources to the AJCCs.

**III. Modification**

This MOU may be modified, altered, or revised, as necessary, by the issuance of a written amendment signed and dated by all parties.

If any provision of this MOU is held invalid or otherwise stricken, the remainder of this MOU shall remain in full force and effect.

**IV. Resource Sharing Agreement**

WIA 121(c)(2)(A)(ii) and 20 CFR 662.270 require that the funding arrangements for services and operating costs of the AJCCs be described in this MOU. Experience Works will negotiate any financial participation in the operating costs of those AJCCs in which Experience Works staff is co-located. Allocation and payment of the operating costs of the AJCC that is attributable to Experience Works, if any, will be addressed in a separate



Resource Sharing Agreement (RSA). Such financial participation agreements shall be done in conformance with all state and federal guidelines as outlined in EDD Monitoring Guide (WIAMG-13). This MOU shall be referenced in such financial participation contracts.

**V. Agreements/Functions**

- A. Parties to this MOU mutually agree to coordinate and perform the activities and services described herein as authorized by applicable laws and regulations governing the parties' respective programs and agencies. All parties agree to:
1. Acknowledge Auburn Connections and/or Roseville Connections as the AJCCs operating in Placer County.
  2. Participate in good faith in routine partner meetings devoted to the continuous improvement of the AJCCs in Placer County.
  3. Share data, information, and resources (consistent with confidentiality requirements) that will enhance services to customers.
  4. Support the three strategic goals of the AJCC network:
    - i. Meet the workforce needs of high demand sectors of the state and regional economies, by providing quality training, employment services, and business resources to California's workforce system with integrity, accountability, and fiscal responsibility.
    - ii. Ensure the services and resources throughout the network meet the needs of an evolving economic climate.
    - iii. Strengthen awareness of network services and resources to California's workforce by supporting system alignment and continuous improvement efforts.
- B. Golden Sierra Job Training Agency agrees to:
1. Determine eligibility for WIA services.
  2. Provide priority of service to veterans and covered spouses for any qualified job training program pursuant to the Jobs for Veterans Act as prescribed in 38 USC 4215.
  3. Provide outreach, recruitment, intake, and orientation activities.
  4. Provide job search, placement assistance, and career guidance.
  5. Provide labor market information and information on job vacancies.
  6. Provide information on local and regional training providers.
  7. Provide information on community support services.
  8. Provide information and services to employers which may include:
    - i. Labor market information
    - ii. Wage and benefit information
    - iii. Local labor pool information
    - iv. Internet talent search and job posting
    - v. Financial assistance for employee training
    - vi. Employee recruitment and pre-screening services
    - vii. Employee assessment and testing services
    - viii. Job fairs

- ix. Tax credit information
  - x. Outplacement assistance
  - xi. Local economic development efforts
  - xii. Employer workshops and seminars
  - 9. Offer meeting room space to Experience Works (based on availability).
- C. Experience Works agrees to:
- 1. Have staff or participant assistants co-located at both Auburn Connections and Roseville Connections (based on availability).
  - 2. Determine eligibility for the training and employment programs administered by Experience Works (formerly known as Green Thumb).
  - 3. Provide outreach, recruitment, intake, and orientation activities.
  - 4. Provide job search, placement assistance, and career guidance.
  - 5. Provide labor market information and information on job vacancies.
  - 6. Provide information on local and regional training providers.
  - 7. Provide information on community support services.
  - 8. Provide brochure holders and literature about Experience Works for both Auburn Connections and Roseville Connections.
  - 9. Provide a training session (once a year) to AJCC staff. Topics may include eligibility criteria, program changes, outreach strategies, etc.

**VI. Referral Process**

After an initial interview, evaluation, or assessment of a customer's needs, AJCC staff will recommend a referral to one or more partner agencies as appropriate. The referral recommendation will be discussed with the customer in a courteous and professional manner to ensure agreement. Parties to the MOU agree to accept a variety of referral methods including in-person, telephone, Internet, and hard copy referral forms.

**VII. Identity**

The physical locations of Roseville Connections and Auburn Connections will be identified with signage indicating, "Connections - A Proud Partner of America's Job Centers of California." Public information products shall reflect all invested partners, as agreed to by the partners.

**VIII. Supervision**

All parties shall maintain operational responsibility and fiscal control for their staff assigned to Auburn Connections and/or Roseville Connections. All parties shall ensure their staff adheres to the job center's policies and procedures.

**IX. Method of Dispute Resolution**

The parties shall first attempt to resolve all disputes informally. Either party may call a meeting of all parties to discuss and resolve disputes. Should informal resolution efforts fail, the dispute shall be referred in writing to the Executive Director of Golden Sierra Job Training Agency (the designated job center operator). The Executive Director shall issue his/her resolution in writing within ten working days to both parties. If the Executive Director's resolution is not acceptable, the parties may then request in writing that

Golden Sierra's Executive Director place a dispute on the agenda of the next regular or special meeting of the Workforce Investment Board's Executive Committee. The decision of the Executive Committee shall be final.

**X. Confidentiality**

Client information shall be shared solely for the purpose of registration, referral or provision of services. In carrying out their respective responsibilities, each party shall respect and abide by the confidentiality policies of the other party.

**XI. Press Release and Communications**

Each party shall acknowledge Connections when communicating with the press, television, radio or any other form of media regarding the duties or performance under this MOU. Participation of the parties in press/media presentations will be determined by each party's public relations policies.

**XII. Insurance**

Each party agrees to maintain in full force and effect during the term of this MOU and any extension thereof, commercial general liability insurance, or self-insurance, with limits of not less than \$1,000,000 single limit coverage per occurrence for bodily injury, personal injury, and property damage. Upon request from either party, the other party shall provide an appropriate certificate evidencing such insurance, or self-insurance, to the requesting party.

**XIII. Hold Harmless/Indemnification**

In accordance with provisions of Section 895.4 of the California Government Code, all parties to this MOU hereby agrees to indemnify, defend and hold harmless the other parties to this MOU from and against any and all claims, demands, damages and cost arising out of or resulting from any acts of omissions which arise from the performance of the obligations by such indemnifying party pursuant to this MOU. Such an indemnification includes any attorney's fees and costs. It is understood and agreed that all indemnity provided herein shall survive the termination of this MOU as long as the disputed acts or omission occurred during the term of the MOU.

**XIV. Discrimination Clause**

Parties to this MOU shall not unlawfully discriminate, harass, or allow harassment against any employee, customer or applicant due to gender, race, color, ancestry, religion, national origin, physical disability, mental disability, medical conditions, age, or marital status. Parties shall comply with provisions of the Fair Employment and Housing Act (Government Code Section 12990), the Americans with Disabilities Act of 1990 (ADA), and related applicable regulations.

**XV. Authority and Signatures**

<p><b>THE GOLDEN SIERRA WORKFORCE INVESTMENT BOARD:</b></p> <hr/> <p><b>Signature and Date</b></p> <p><b>Susan “Tink” Miller, Chairperson</b></p> <hr/> <p><b>Name and Title</b></p>	<p><b>GOLDEN SIERRA JOB TRAINING AGENCY:</b></p> <hr/> <p><b>Signature and Date</b></p> <p><b>Jason Buckingham, Executive Director</b></p> <hr/> <p><b>Name and Title</b></p>
<p><b>CHIEF ELECTED OFFICIAL:</b></p> <hr/> <p><b>Signature and Date</b></p> <p><b>Katherine Rakow, Chairperson</b></p> <hr/> <p><b>Name and Title</b></p>	<p><b>EXPERIENCE WORKS:</b></p> <hr/> <p><b>Signature and Date</b></p> <p><b>Stephanie Cabral, State Director CA/ID</b></p> <hr/> <p><b>Name and Title</b></p>

# **Memorandum of Understanding**

Between

**Golden Sierra Job Training Agency**

And

**The Golden Sierra Workforce Investment Board**

And

**Employment Development Department**

## **I. Purpose**

The purpose of this Memorandum of Understanding (MOU) is to define the roles and responsibilities as mutually agreed by the parties for the operation of the America's Job Centers of California (AJCC) located within Placer County as required under the Workforce Investment Act (WIA).

It is expressly understood by all parties that this MOU does not constitute a binding financial commitment, but rather the intent to work cooperatively to improve services to the community.

## **II. Term of Agreement**

This MOU will be in effect from **July 1, 2014 to June 30, 2017**. In the event that it becomes necessary for a party to cease being a part of this MOU, said party shall notify the other parties, in writing, 60 days in advance of that intention. The other parties to this MOU shall then determine how to replace or offset the loss of participation and resources to the AJCCs.

## **III. Modification**

This MOU may be modified, altered, or revised, as necessary, by the issuance of a written amendment signed and dated by all parties.

If any provision of this MOU is held invalid or otherwise stricken, the remainder of this MOU shall remain in full force and effect.

## **IV. Resource Sharing Agreement**

WIA 121(c)(2)(A)(ii) and 20 CFR 662.270 require that the funding arrangements for services and operating costs of the AJCCs be described in this MOU. The Employment Development Department (EDD) will negotiate any financial participation in the operating costs of those AJCCs in which EDD staff is co-located. Allocation and payment of the operating costs of the AJCC that is attributable to EDD, if any, will be addressed in a

separate Resource Sharing Agreement (RSA). Such financial participation agreements shall be done in conformance with all state and federal guidelines as outlined in EDD Monitoring Guide (WIAMG-13). This MOU shall be referenced in such financial participation contracts.

**V. Agreements/Functions**

- A. Parties to this MOU mutually agree to coordinate and perform the activities and services described herein as authorized by applicable laws and regulations governing the parties' respective programs and agencies. All parties agree to:
1. Acknowledge Auburn Connections and/or Roseville Connections as the AJCCs operating in Placer County.
  2. Participate in good faith in routine partner meetings devoted to the continuous improvement of the AJCCs in Placer County.
  3. Share data, information, and resources (consistent with confidentiality requirements) that will enhance services to customers.
  4. Support the three strategic goals of the AJCC network:
    - i. Meet the workforce needs of high demand sectors of the state and regional economies, by providing quality training, employment services, and business resources to California's workforce system with integrity, accountability, and fiscal responsibility.
    - ii. Ensure the services and resources throughout the network meet the needs of an evolving economic climate.
    - iii. Strengthen awareness of network services and resources to California's workforce by supporting system alignment and continuous improvement efforts.
- B. Golden Sierra Job Training Agency agrees to:
1. Determine eligibility for WIA services.
  2. Provide priority of service to veterans and covered spouses pursuant to the Jobs for Veterans Act as prescribed in 38 USC 4215.
  3. Contribute information and printed materials necessary for job center staff to actively participate in the delivery of local employment services.
  4. Provide outreach, recruitment, intake, and orientation activities.
  5. Provide job search, placement assistance, and career guidance.
  6. Provide labor market information and information on job vacancies.
  7. Provide information on local and regional training providers.
  8. Provide information on community support services.
  9. Provide information and services to employers which may include:
    - i. Labor market information
    - ii. Wage and benefit information
    - iii. Local labor pool information
    - iv. Internet talent search and job posting
    - v. Financial assistance for employee training
    - vi. Employee recruitment and pre-screening services
    - vii. Employee assessment and testing services

- viii. Job fairs
- ix. Tax credit information
- x. Outplacement assistance
- xi. Local economic development efforts
- xii. Employer workshops and seminars

C. The Employment Development Department agrees to:

1. Determine eligibility for Wagner Peyser (WP), Trade Adjustment Assistance (TAA) and Veterans' employment programs.
2. Provide priority of service to veterans and covered spouses pursuant to the Jobs for Veterans Act as prescribed in 38 USC 4215.
3. Contribute information and printed materials necessary for job center staff to actively participate in the delivery of local employment services.
4. Provide outreach, recruitment, intake, and orientation activities.
5. Provide job search, placement assistance, and career guidance.
6. Provide labor market information and information on job vacancies.
7. Provide information on local and regional training providers.
8. Provide information on community support services.
9. Provide information and services to employers which may include:
  - xiii. Labor market information
  - xiv. Wage and benefit information
  - xv. Local labor pool information
  - xvi. Internet talent search and job postings in CalJOBS.ca.gov
  - xvii. Financial assistance for employee training
  - xviii. Employee recruitment and pre-screening services
  - xix. Employee assessment and testing services
  - xx. Job fairs
  - xxi. Tax credit information
  - xxii. Outplacement assistance
  - xxiii. Local economic development efforts
  - xxiv. Employer workshops and seminars

**VI. Referral Process**

After an initial interview, evaluation, or assessment of a customer's needs, AJCC staff will recommend a referral to one or more partner agencies as appropriate. The referral recommendation will be discussed with the customer in a courteous and professional manner to ensure agreement. Parties to the MOU agree to accept a variety of referral methods including in-person, telephone, Internet, and hard copy referral forms.

**VII. Identity**

The physical locations of Roseville Connections and Auburn Connections will be identified with signage indicating, "Connections - A Proud Partner of America's Job Centers of California." Public information products shall reflect all invested partners, as agreed to by the partners.

**VIII. Supervision**

All parties shall maintain operational responsibility and fiscal control for their staff assigned to Auburn Connections and/or Roseville Connections. All parties shall ensure their staff adheres to the job center's policies and procedures.

**IX. Method of Dispute Resolution**

The parties shall first attempt to resolve all disputes informally. Either party may call a meeting of all parties to discuss and resolve disputes. Should informal resolution efforts fail, the dispute shall be referred in writing to the Executive Director of Golden Sierra Job Training Agency (the designated job center operator). The Executive Director shall issue his/her resolution in writing within ten working days to both parties. If the Executive Director's resolution is not acceptable, the parties may then request in writing that Golden Sierra's Executive Director place a dispute on the agenda of the next regular or special meeting of the Workforce Investment Board's Executive Committee. The decision of the Executive Committee shall be final.

**X. Confidentiality**

Client information shall be shared solely for the purpose of registration, referral or provision of services. In carrying out their respective responsibilities, each party shall respect and abide by the confidentiality policies of the other party.

**XI. Press Release and Communications**

Each party shall acknowledge Connections when communicating with the press, television, radio or any other form of media regarding the duties or performance under this MOU. Participation of the parties in press/media presentations will be determined by each party's public relations policies.

**XII. Insurance**

Each party agrees to maintain in full force and effect during the term of this MOU and any extension thereof, commercial general liability insurance, or self-insurance, with limits of not less than \$1,000,000 single limit coverage per occurrence for bodily injury, personal injury, and property damage. Upon request from either party, the other party shall provide an appropriate certificate evidencing such insurance, or self-insurance, to the requesting party.

**XIII. Hold Harmless/Indemnification**

In accordance with provisions of Section 895.4 of the California Government Code, all parties to this MOU hereby agrees to indemnify, defend and hold harmless the other parties to this MOU from and against any and all claims, demands, damages and cost arising out of or resulting from any acts of omissions which arise from the performance of the obligations by such indemnifying party pursuant to this MOU. Such an indemnification includes any attorney's fees and costs. It is understood and agreed that all indemnity provided herein shall survive the termination of this MOU as long as the disputed acts or omission occurred during the term of the MOU.



**XIV. Discrimination Clause**

Parties to this MOU shall not unlawfully discriminate, harass, or allow harassment against any employee, customer or applicant due to gender, race, color, ancestry, religion, national origin, physical disability, mental disability, medical conditions, age, or marital status. Parties shall comply with provisions of the Fair Employment and Housing Act (Government Code Section 12990), the Americans with Disabilities Act of 1990 (ADA), and related applicable regulations.

**XV. Authority and Signatures**

<p><b>THE GOLDEN SIERRA WORKFORCE INVESTMENT BOARD:</b></p> <hr/> <p><b>Signature and Date</b></p> <hr/> <p><b>Susan “Tink” Miller, Chairperson</b></p> <hr/> <p><b>Name and Title</b></p>	<p><b>GOLDEN SIERRA JOB TRAINING AGENCY:</b></p> <hr/> <p><b>Signature and Date</b></p> <hr/> <p><b>Jason Buckingham, Executive Director</b></p> <hr/> <p><b>Name and Title</b></p>
<p><b>CHIEF ELECTED OFFICIAL:</b></p> <hr/> <p><b>Signature and Date</b></p> <hr/> <p><b>Katherine Rakow, Chairperson</b></p> <hr/> <p><b>Name and Title</b></p>	<p><b>EMPLOYMENT DEVELOPMENT DEPARTMENT:</b></p> <hr/> <p><b>Signature and Date</b></p> <hr/> <p><b>Martha Escobedo, Employment Program Manager III</b></p> <hr/> <p><b>Name and Title</b></p>

# **Memorandum of Understanding**

Between

**Golden Sierra Job Training Agency**

And

**The Golden Sierra Workforce Investment Board**

And

**Department of Rehabilitation**

## **I. Purpose**

The purpose of this Memorandum of Understanding (MOU) is to define the roles and responsibilities as mutually agreed by the parties for the operation of the America's Job Centers of California (AJCC) located within Placer County as required under the Workforce Investment Act (WIA).

It is expressly understood by all parties that this MOU does not constitute a binding financial commitment, but rather the intent to work cooperatively to improve services to the community.

## **II. Term of Agreement**

This MOU will be in effect from **July 1, 2014 to June 30, 2017**. In the event that it becomes necessary for a party to cease being a part of this MOU, said party shall notify the other parties, in writing, 60 days in advance of that intention. The other parties to this MOU shall then determine how to replace or offset the loss of participation and resources to the AJCCs.

## **III. Modification**

This MOU may be modified, altered, or revised, as necessary, by the issuance of a written amendment signed and dated by all parties.

If any provision of this MOU is held invalid or otherwise stricken, the remainder of this MOU shall remain in full force and effect.

## **IV. Resource Sharing Agreement**

WIA 121(c)(2)(A)(ii) and 20 CFR 662.270 require that the funding arrangements for services and operating costs of the AJCCs be described in this MOU. Department of Rehabilitation (DR) will negotiate any financial participation in the operating costs of those AJCCs in which DR staff is co-located. Allocation and payment of the operating costs of the AJCC that is attributable to DR, if any, will be addressed in a separate

Resource Sharing Agreement (RSA). Such financial participation agreements shall be done in conformance with all state and federal guidelines as outlined in EDD Monitoring Guide (WIAMG-13). This MOU shall be referenced in such financial participation contracts.

**V. Agreements/Functions**

- A. Parties to this MOU mutually agree to coordinate and perform the activities and services described herein as authorized by applicable laws and regulations governing the parties' respective programs and agencies. All parties agree to:
1. Acknowledge Auburn Connections and/or Roseville Connections as the AJCCs operating in Placer County.
  2. Participate in good faith in routine partner meetings devoted to the continuous improvement of the AJCCs in Placer County.
  3. Share data, information, and resources (consistent with confidentiality requirements) that will enhance services to customers.
  4. Support the three strategic goals of the AJCC network:
    - i. Meet the workforce needs of high demand sectors of the state and regional economies, by providing quality training, employment services, and business resources to California's workforce system with integrity, accountability, and fiscal responsibility.
    - ii. Ensure the services and resources throughout the network meet the needs of an evolving economic climate.
    - iii. Strengthen awareness of network services and resources to California's workforce by supporting system alignment and continuous improvement efforts.
- B. Golden Sierra Job Training Agency agrees to:
1. Determine eligibility for WIA services.
  2. Provide priority of service to veterans and covered spouses for any qualified job training program pursuant to the Jobs for Veterans Act as prescribed in 38 USC 4215.
  3. Provide outreach, recruitment, intake, and orientation activities.
  4. Provide job search, placement assistance, and career guidance.
  5. Provide labor market information and information on job vacancies.
  6. Provide information on local and regional training providers.
  7. Provide information on community support services.
  8. Provide information and services to employers which may include:
    - i. Labor market information
    - ii. Wage and benefit information
    - iii. Local labor pool information
    - iv. Internet talent search and job posting
    - v. Financial assistance for employee training
    - vi. Employee recruitment and pre-screening services
    - vii. Employee assessment and testing services
    - viii. Job fairs

- ix. Tax credit information
- x. Outplacement assistance
- xi. Local economic development efforts
- xii. Employer workshops and seminars

C. Department of Rehabilitation agrees to:

1. Provide the following vocational rehabilitation services to individuals whom DR determines to be eligible for such services, and for whom such services are necessary and appropriate, consistent with federal and state law.

- i. Core Services:

As a general rule, DR may not participate in the provision of core services, as defined in WIA Section 134(d)(2), 29 U.S.C. Section 2864(d)(2), to customers of the AJCCs, because such core services generally are not authorized and provided under DR's vocational rehabilitation programs. Federal law authorizes DR to provide vocational rehabilitation services only to persons who are determined to be eligible for such services, and DR's funding accordingly cannot be utilized to pay for core services that are available to every job center customer.

- ii. Intensive Services:

DR agrees to provide intensive services, as defined by WIA Section 134(d)(3), 29 U.S.C. Section 2864(d)(3), to an eligible individual who is:

- a. Determined by Golden Sierra to be eligible for such services under WIA Section 134(d)(3)(A), 29 U.S.C. Section 2864(d)(3)(A), because the individual is:
        - i. underemployed and unable to obtain employment through core services;
        - ii. in need of intensive services to obtain employment: or
        - iii. employed but in need of intensive services to obtain or retain employment that allows for self-sufficiency; and
      - b. Determined by DR to be eligible for vocational rehabilitation services under the Rehabilitation Act, and applicable federal and state regulations.

Intensive services that DR may provide to individuals eligible for vocational rehabilitation services include but are not limited to:

- a. Assessment for determining priority for services under Order of Selection
      - b. Vocational rehabilitation counseling, guidance and referral services
      - c. Comprehensive and specialized disability related assessments

- d. Development of Individual Plan or Employment (PE)
  - e. Group rehabilitation counseling
  - f. Individual disability related counseling and career planning
  - g. Case management
  - h. Short –term prevocational services
  - i. Job search and placement services
  - j. Physical and mental restoration services necessary to participate in intensive services (medical or medically related rehabilitation services, e.g., hearing aides, eyeglasses, and visual services)
  - k. Transportation services necessary to participate in intensive services, including mobility evaluation, vehicle purchase, vehicle modification, vehicle maintenance and vehicle insurance
  - l. Services to family members
  - m. Supported employment services
  - n. Rehabilitation technology, including assistive technology/devices
  - o. Job coaching
  - p. Maintenance services
  - q. Post-employment services
  - r. Personal assistance services (e.g., personal care services and the more traditional reader, note taker, tutor, interpreter, driver and other personal services)
  - s. Homemaker services
  - t. Self-employment services
  - u. Other vocational rehabilitation services, determined necessary for the individual with a disability to achieve an employment outcome.
- iii. Training Services:

DR agrees to provide training services, as defined in WIA Section 134(d)(4), 29 U.S.C Section 2864(d)(4), to an eligible individual who:

- a. Has been determined to be eligible for intensive services under WIA Section 134(d)(4)(A), 29 U.S.C Section 2864(d)(4)(A), but who has been unable to obtain employment;
- b. Has been determined by the One-Stop Operator or a One-Stop Partner to be in need of training services and who has skills and qualifications to successfully participate in a training program;
- c. Selects a training program that is directly linked to employment opportunities in the local area or in an area to which the individual is willing to relocate;
- d. Is not qualified for federal grant assistance or who needs

assistance beyond that available through such grant assistance programs;

- e. Meets applicable priority criteria for training services established under WIA Section 134(d)(4)(E), 29 U.S.C Section 2864 (d)(4)(E); and
- f. Is determined by DR to be eligible for training, as a vocational rehabilitation service, under the Rehabilitation Act and applicable federal and state regulations.

Training services that DR may provide to persons eligible for vocational rehabilitation services included but are not limited to:

- a. Vocational rehabilitation counseling, guidance and referral services related to training
- b. Assessment for determining training needs
- c. Vocational and other training services, such as funding for personal and vocational adjustment training, on-the-job training, books (including alternate formats books accessible by computer and taped books), tools occupational licenses and other training materials
- d. Physical and mental restoration services necessary for participation in training (medical or medically related rehabilitation services, e.g., hearing aides, eyeglasses and visual services)
- e. Transportation services necessary to participate in training, including mobility evaluation, vehicle purchase, vehicle modification, vehicle maintenance and vehicle insurance
- f. Rehabilitation technology, including assistive technology/devices needed to complete training
- g. Maintenance services for expenditures resulting from participation in a training program that exceeds normal living expenses
- h. Personal assistance services needed to complete training (e.g., personal care services and the more traditional reader, note taker, tutor, interpreter, driver and other personal services)
- i. Other vocational rehabilitation services related to training and determined to be necessary for the individual with a disability to achieve an employment outcome.

Nothing in this MOU will alter the responsibility imposed upon DR, pursuant to 34 CFR Section 361.13(c), for all decisions regarding vocational rehabilitation services, in cooperation with the individual receiving such services, including but not limited to decisions concerning eligibility for vocational rehabilitation services, the nature and scope of such services, the provision of such services and the allocation and expenditures of DR funding. If an individual would not

be eligible for intensive or training services under eligibility established by WIA, but would be eligible to receive such services through DR's vocational rehabilitation program, such individual may be provided such services through DR's vocational rehabilitation program.

**VI. Referral Process**

After an initial interview, evaluation, or assessment of a customer's needs, AJCC staff will recommend a referral to one or more partner agencies as appropriate. The referral recommendation will be discussed with the customer in a courteous and professional manner to ensure agreement. Parties to the MOU agree to accept a variety of referral methods including in-person, telephone, Internet, and hard copy referral forms.

**VII. Identity**

The physical locations of Roseville Connections and Auburn Connections will be identified with signage indicating, "Connections - A Proud Partner of America's Job Centers of California." Public information products shall reflect all invested partners, as agreed to by the partners.

**VIII. Supervision**

All parties shall maintain operational responsibility and fiscal control for their staff assigned to Auburn Connections and/or Roseville Connections. All parties shall ensure their staff adheres to the job center's policies and procedures.

**IX. Method of Dispute Resolution**

The parties shall first attempt to resolve all disputes informally. Either party may call a meeting of all parties to discuss and resolve disputes. Should informal resolution efforts fail, the dispute shall be referred in writing to the Executive Director of Golden Sierra Job Training Agency (the designated job center operator). The Executive Director shall issue his/her resolution in writing within ten working days to both parties. If the Executive Director's resolution is not acceptable, the parties may then request in writing that Golden Sierra's Executive Director place a dispute on the agenda of the next regular or special meeting of the Workforce Investment Board's Executive Committee. The decision of the Executive Committee shall be final.

**X. Confidentiality**

Client information shall be shared solely for the purpose of registration, referral or provision of services. In carrying out their respective responsibilities, each party shall respect and abide by the confidentiality policies of the other party.

Parties agree that when any individual applies for or receives vocational rehabilitation services from DR through the AJCC, all information regarding such application for or



receipt of DR services shall be confidential information subject to the provisions of 34 CFR Section 361.38 and Title 9 California Code of Regulations Section 7140-7143.5:

- A. Any information contained in the records of Golden Sierra Job Training Agency (GSJTA) that identifies an individual as having applied for or received DR services including but not limited to application, eligibility and referral records, shall be maintained by GSJTA in the strictest confidence, consistent with the regulations set forth above, and shall be used by GSJTA solely for purposes directly related to determining eligibility or delivery of services to such individual.
- B. Any information regarding any individual who has applied for or received DR services, including the fact that the individual is an applicant or client of DR, shall not be disclosed by GSJTA absent a court order or a written authorization from the applicant or client, consistent with the regulations set forth above;
- C. Requests by GSJTA for information in DR files concerning an applicant or client for DR services shall be accompanied by a written authorization from the applicant or client, consistent with regulations set forth above; and
- D. Any information provided by DR to GSJTA shall be subject to the prohibition against re-disclosure contained in Title 9, California Code of Regulations Section 7142.5.

DR agrees that it shall provide to GSJTA information regarding applicants or clients who applied for or received services from DR through the AJCC as needed for reporting and tracking required by WIA. Such information shall be reported in a format that does not identify the individual client or applicant.

**XI. Press Release and Communications**

Each party shall acknowledge Connections when communicating with the press, television, radio or any other form of media regarding the duties or performance under this MOU. Participation of the parties in press/media presentations will be determined by each party's public relations policies.

**XII. Insurance**

Each party agrees to maintain in full force and effect during the term of this MOU and any extension thereof, commercial general liability insurance, or self-insurance, with limits of not less than \$1,000,000 single limit coverage per occurrence for bodily injury, personal injury, and property damage. Upon request from either party, the other party shall provide an appropriate certificate evidencing such insurance, or self-insurance, to the requesting party.

**XIII. Hold Harmless/Indemnification**

In accordance with provisions of Section 895.4 of the California Government Code, all parties to this MOU hereby agrees to indemnify, defend and hold harmless the other parties to this MOU from and against any and all claims, demands, damages and cost arising out of or resulting from any acts of omissions which arise from the performance

of the obligations by such indemnifying party pursuant to this MOU. Such an indemnification includes any attorney's fees and costs. It is understood and agreed that all indemnity provided herein shall survive the termination of this MOU as long as the disputed acts or omission occurred during the term of the MOU.

**XIV. Discrimination Clause**

Parties to this MOU shall not unlawfully discriminate, harass, or allow harassment against any employee, customer or applicant due to gender, race, color, ancestry, religion, national origin, physical disability, mental disability, medical conditions, age, or marital status. Parties shall comply with provisions of the Fair Employment and Housing Act (Government Code Section 12990), the Americans with Disabilities Act of 1990 (ADA), and related applicable regulations.

**XV. Authority and Signatures**

<p><b>THE GOLDEN SIERRA WORKFORCE INVESTMENT BOARD:</b></p> <hr/> <p><b>Signature and Date</b></p> <hr/> <p><b>Susan “Tink” Miller, Chairperson</b></p> <hr/> <p><b>Name and Title</b></p>	<p><b>GOLDEN SIERRA JOB TRAINING AGENCY:</b></p> <hr/> <p><b>Signature and Date</b></p> <hr/> <p><b>Jason Buckingham, Executive Director</b></p> <hr/> <p><b>Name and Title</b></p>
<p><b>CHIEF ELECTED OFFICIAL:</b></p> <hr/> <p><b>Signature and Date</b></p> <hr/> <p><b>Katherine Rakow, Chairperson</b></p> <hr/> <p><b>Name and Title</b></p>	<p><b>DEPARTMENT OF REHABILITATION:</b></p> <hr/> <p><b>Signature and Date</b></p> <hr/> <p><b>Jay Onasch, District Administrator</b></p> <hr/> <p><b>Name and Title</b></p>