

GOVERNING BODY MEMBERS

KATHERINE RAKOW, *Chair*
Board of Supervisors,
Alpine County

MICHAEL RANALLI
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
SPECIAL MEETING
AGENDA**

Thursday, April 9, 2015 – 2:00 p.m.

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

**Alpine County Administration Bldg.
Board of Supervisors
Conference Room
99 Water Street
Markleeville, CA 96120**

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

- 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.

A. Approval of Minutes from February 10, 2015 GB Meeting 3-7
- IV. PUBLIC COMMENT – FOR ITEMS NOT ON THE AGENDA
- V. CLOSED SESSION

CONFERENCE WITH LABOR NEGOTIATORS
(Government Code §54957.6)

AGENCY DESIGNATED REPRESENTATIVES:
JASON BUCKINGHAM; TERRIE TROMBLEY & KRISTIANNE SEARGEANT

Employee Organization: Stationary Engineers Local 39
- VI. CLOSED SESSION

PUBLIC EMPLOYMENT: PERFORMANCE EVALUATION
(Government Code §54957)

TITLE: EXECUTIVE DIRECTOR
- VII. APPROVE FY 2013/2014 FINANCIAL STATEMENT AND SINGLE AUDIT; VAVRINEK, TRINE, DAY & CO 8-51
- VIII. APPROVE LOCAL AREA DESIGNATION APPLICATION (WSD14-10) 52-67

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.

IX.	<u>APPROVE 2015/2016 MEETING SCHEDULE</u>	68
X.	<u>APPROVE GOVERNING BODY BYLAWS</u>	69-85
XI.	<u>JOINT POWERS AGREEMENT (JPA) – INFORMATION</u>	86-115
XII.	<u>GOVERNING BODY/WORKFORCE DEVELOPMENT BOARD (WDB) AGREEMENT – INFORMATION</u>	116-121
XIII.	<u>DIRECTOR'S UPDATE</u>	
	A. EVENT REPORT OUTS	
	B. TEGL 19-14 VISION FOR THE WORKFORCE SYSTEM AND INITIAL IMPLEMENTATION OF WIOA	122-128
	C. WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)	129-132
XIV.	<u>REPORT OUT OF TRAINING EXPENDITURES</u>	133-135
	K491016 – July 1, 2013 – June 30, 2015	
XV.	<u>WIA PERFORMANCE RESULTS 2013-2014 (WSIN14-29)</u>	136-137
XVI.	<u>WIA SERVICE PROVIDER PERFORMANCE Q2</u>	138-142
XVII.	<u>FUTURE AGENDA ITEMS/NEW BUSINESS</u>	
XVIII.	<u>NEXT MEETING</u> : June 3, 2015 – 10:00 am – Auburn Connections	
XIX.	<u>ADJOURNMENT</u>	

GOLDEN SIERRA JOB TRAINING AGENCY

**GOVERNING BODY
REGULAR MEETING
MINUTES**

Tuesday, February 10, 2015 – 11:30 .am.

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

Teleconferencing Locations

**(1) Alpine County Administration Bldg
Board of Supervisors
Conference Center
99 Water Street.
Markleeville, CA 96120**

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

I. ROLL CALL AND INTRODUCTION OF GUESTS

Quorum was established and the meeting was called to order at 11:30 am by Chair Rakow.

Present: Katherine Rakow (1), Kirk Uhler (2)

Absent: Michael Ranalli

Guests: Jason Buckingham, Terrie Trombley, Lorna Magnussen

(#) indicates teleconferencing location

II. CHAIR AND VICE-CHAIR 2014 ELECTION

Uhler nominated Rakow for another term as Chair, and she accepted.

Motion to approve Chair nomination by Uhler, second by Rakow

Motion approved by roll call vote

Rakow nominated Uhler as Vice Chair, and he accepted.

Motion to approve Vice Chair nomination by Rakow, second by Uhler

Motion approved by roll call vote

III. APPROVAL OF AGENDA

Motion to approve the agenda by Uhler, second by Rakow

Motion approved by roll call vote.

IV. CONSENT AGENDA

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

- Approval of Minutes from December 15, 2014 GB Meeting

Motion to approve the Consent Agenda by Uhler*, second by Rakow

Motion approved by roll call vote

* Uhler noted that he was not present at 12/15/14 meeting, but motion was necessary to move minutes forward with new board membership.

V. PUBLIC COMMENT – FOR ITEMS NOT ON THE AGENDA

None

VI. APPROVE WIA REVISED 14/15 BUDGET

Buckingham provided the following highlights

- El Dorado County reduced by \$55,000 so that Golden Sierra can provide fiscal support to pay direct participant services bills. In addition to the \$55,000, there will be \$65,000 monies coming back from El Dorado County Youth Contract that expired. These items came from a joint meeting that was held with the Executive and Finance Committee, Norma Santiago and El Dorado County and included concerns with their expenditures and low enrollment.
- Sidefund payment was increased from \$75,000 to \$100,000, which was previously approved by the board
- \$30,000 was removed from moving costs for this program year. This was to cover consolidation of the two sites in Placer County, should this occur.

Motion to approve the WIA revised 14/15 budget by Uhler, second by Rakow

Motion approved by roll call vote

VII. APPROVE PROP 39 REVISED BUDGET

Buckingham noted that PROP 39 funds were awarded to Golden Sierra in collaboration with Sacramento Employment and Training Agency to provide Multi-craft Core Curriculum (MC3) to California Conservation Corps members. This budget revision is necessary to adjust training costs from estimate to actual. Buckingham explained that this is a one-time contract award.

Motion to approve PROP 39 revised budget by Uhler, second by Rakow

Motion approved by roll call vote

VIII. APPROVE DEI ROUND 2 14/15 BUDGET

Buckingham explained that the Disability Employment Initiative (DEI) is a program that Golden Sierra has been running for a little over two years, and is a program that the Federal Government has been awarding monies in rounds. Golden Sierra will not be allowed to receive monies for round three because of being recipients of round two, but was awarded \$7,000 for travel costs that will allow us to mentor round three recipients.

Motion to approve DEI round 2 14/15 Budget by Uhler, second by Rakow

Motion approved by roll call vote

IX. DIRECTOR'S UPDATE

WORKFORCE INNOVATION & OPPORTUNITY ACT (WIOA) UPDATE

Buckingham stated that the regulations were to be published January 22, 2015 and about a week prior to this deadline the Department of Labor stated that they would not be publishing the regulations until spring. There was no definite date given; we will await further communication.

A list of vendor services is being established with a Request for Qualification (RFQ) coming out on February 10, 2015.

A matrix of items to be completed is included in the Board packet. We are currently working on revising the JPA and looking at the Governing Body / Workforce Development agreement and the bylaws. Many meetings are taking place with the partners including local economic development organizations. Next might be the Chambers of Commerce to discuss changes that we foresee in WIOA, and how we can become better partners in this new workforce development system.

Buckingham and Galipo are working on strategies for 2015/16 and will introduce these soon.

A visit was made to Alpine County to gather information as to what their needs may be. Shifting funds so that Alpine County can focus more on youth services instead of adults and dislocated workers is something that Alpine County is interested in.

LEGISLATIVE UPDATES

Buckingham explained that the key is to secure an implementation bill in the state of California. At a minimum, all references to WIA in the UI code need to be changed to WIOA. State policy innovations such as the requirements that came from SB 734 that refer to how much we spend on training contracts will likely remain intact. However, it would serve us better if the definition for training were expanded. Currently, it covers the contract only, and not the efforts to get someone into a contract, supportive service, equipment needed for training or staff time. Rakow stated that she would support this. Buckingham stated that as the Chair of the Legislative Committee for the California Workforce Association he has attended many meetings at the Capitol to discuss implementation and has also met with the EDD Director Patrick Henning. He believes that the California Workforce Association has been proactive in the past two years and has been increasing its visibility and reputation as a good resource for workforce development. CWA is involved as a key partner in the discussion.

LOCAL AREA DESIGNATION

Buckingham stated that, as approved, a letter was drafted and submitted in late December requesting designation as a local area and certification as a One Stop operator. There was no response to the letter. With postponement of the WIOA regulations, the State did submit a draft directive that outlines a process for which we are to apply to receive the Local Area Designation. Several problems with the directive include 1) WIOA requires that the State review performance for the past two full program years prior to accepting a local area for WIOA. One year has been completed by the State, but we are not able to submit the information until completion of the second year has occurred, and 2) 18 assurances; duplicate law, follows SB 734 even in implementation bill changes, and doesn't include provision for One-Stop Operator designation but specifies procurement.

HIGH PERFORMING BOARD (HPB) STATUS

Buckingham stated that additional documentation was submitted at the end of October to the State Board, and unofficially, we understand that the board is being recommended for approval of the HPB designation.

SLINGSHOT UPDATE

Buckingham explained that the purpose of the SlingShot Initiative is (income mobility) to move a person up in economic status. Golden Sierra was a part of a nine county partnership applied for this money and we were one of five awardees in the state. The award occurs in three phases; the first is a \$20,000 award for initial planning, the second is \$100,000 for development of a compact and the final phase is a \$900,000 award for implementation of the plan. We are currently in phase one; phase two should occur in March and phase three to begin in July. SETA is acting as the fiscal agent.

CWA DAY AT THE CAPITOL

Buckingham explained that a group representing the Golden Sierra region will be participating in an annual event with the California Workforce Association at the Capitol. The purpose of this is to educate the State electeds on what the Workforce Development system does for their constituents, and what our concerns may be. Rakow inquired as to who would be attending and Buckingham said that at this time he would attend, along with Galipo, WIB Chair Miller and Vice Chair Larkey. Rakow stated that she may be attending the California Welfare Director's symposium that is also taking place at the Capitol on the same day.

X. WIB MEMBERSHIP REPORT OUT

Buckingham explained that the Workforce Board is required to report to the Governing Body all Board members who have missed three consecutive Board meetings. At this time Kathleen Burris and William Reed have not met their requirements, with Reed stepping down. Changes are taking place with WIOA and possible restructuring of the Board. Therefore, the WIB Executive Committee is not recommending removal of Burris, but are simply reporting, making sure they follow procedure. Burris has agreed to stay on and did attend the last meeting. We are still in compliance with the Labor representation, therefore; there will be no replacement of Reed's position at this time.

XI. JPA UPDATE

Buckingham stated that as a part of the transition to WIOA we will need to take care of structural changes to the JPA, in particular, changing the language from WIA to WIOA. Buckingham has made recommendations on changing the language regarding how we award monies to each local jurisdiction, with the Governing Body still having the authority to determine where the monies go. This document will be sent out to the County Council and the Board will be carbon copied.

XII. REPORT OUT OF TRAINING EXPENDITURES

A. K491016 – July 1, 2013 – June 30, 2015

Buckingham stated that these are documents put together based on input from the Finance Committee, the Workforce Investment Board and the Governing Body that shows compliance with spending on training, which is an SB 734 requirement. The K4 money expires June 30, 2015, so we need to make sure this money is spent in the correct categories. Rakow inquired as to what is considered training. Buckingham explained that the monies come in for Youth, Adults and Dislocated Worker categories. The money that is counted is for contracts with employers and vocational training providers. 30% of the funds must be spent allowing 10% to be matching funds.

XIII. WIA SERVICE PROVIDER PERFORMANCE

Buckingham explained that the graph related to the WIA service provider performance encompasses consortium wide information which shows green and yellow as meeting or exceeding performance outcomes and red as below performance. There may be enrollment with no placement yet so it will show a negative, although this may not be the actual outcome.

Rakow called the meeting into closed session at 12:04 pm

XIV. CLOSED SESSION

CONFERENCE WITH LABOR NEGOTIATORS
(Government Code §54957.6)
AGENCY DESIGNATED REPRESENTATIVES:
JASON BUCKINGHAM; TERRIE TROMBLEY & KRISTIANNE SEARGEANT

Employee Organization: Stationary Engineers Local 39

Rakow called the meeting back into open session at 12:27 pm

Report out: Board has given direction to labor negotiators

XV. FUTURE AGENDA ITEMS/NEW BUSINESS

- Single Audit & Financial Statements
- Executive Director's Review

XVI. NEXT MEETING: April 8, 2015 – 10:00 am – Auburn Connections

XVII. ADJOURNMENT

Motion to adjourn at 12:30 pm by Rakow, second by Uhler

Motion approved unanimously

**GOLDEN SIERRA JOB TRAINING AGENCY
GOVERNING BODY**

MEMORANDUM

DATE: April 8, 2015
TO: Governing Body (GB)
FROM: Jason Buckingham, GSJTA Executive Director
SUBJ: FY 2013 / 2014 Financial Statement and Single Audit

Resolution Action Item Information

Attached for your information are the report to the Governing Body and Independent Auditor's Report, Financial Statements, Required Supplementary Information and Single Audit Reports and Schedules for the Fiscal Year ended June 30, 2014.

Herman Williams, CPA Manager from Vavrinek, Trine, Day & Co, LLP will present this information for your review and respond to any questions you may have.



To the To the Governing Board
Golden Sierra Job Training Agency
Auburn, California

We have audited the financial statements of the governmental activities and the general fund of the Golden Sierra Job Training Agency (the Agency) for the year ended June 30, 2014. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, *Government Auditing Standards* and OMB Circular A-133, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated January 19, 2015. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the Agency are described in Note A to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during fiscal year 2014. We noted no transactions entered into by the Agency during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the Agency's financial statements were:

Management's estimates include certain liabilities owed to vendors and included in accounts payable which are based estimates on historical expenditures and management's estimate of the date of collection to comply with period of availability for certain revenues. We evaluated the key factors and assumptions used to develop the amounts owed to vendors and grantees in determining that it is reasonable in relation to the financial statements taken as a whole.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated March 26, 2015.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a “second opinion” on certain situations. If a consultation involves application of an accounting principle to the Agency’s financial statements or a determination of the type of auditor’s opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the Agency’s auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

We applied certain limited procedures to management’s discussion and analysis, Schedule of Funding Progress, and budgetary comparison schedule, which are required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on the Schedule of Expenditures of Federal Awards, which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

Restriction on Use

This information is intended solely for the use of the Governing Board and management of the Agency and is not intended to be, and should not be, used by anyone other than these specified parties.

Vavrinik, Trine, Day & Co. LLP

Sacramento, California
March 26, 2015

GOLDEN SIERRA JOB TRAINING AGENCY

Independent Auditor's Report, Basic Financial
Statements, Required Supplementary Information
and Single Audit Reports and Schedules

For the Fiscal Year Ended June 30, 2014

**GOLDEN SIERRA JOB TRAINING AGENCY
For the Fiscal Year Ended June 30, 2014**

Table of Contents

	<i>Page(s)</i>
Independent Auditor's Report	1-2
Management's Discussion and Analysis (Required Supplementary Information - Unaudited)	3-8
Basic Financial Statements:	
Government-Wide Financial Statements:	
Statement of Net Position – Governmental Activities	9
Statement of Activities – Governmental Activities	10
Fund Financial Statements:	
Balance Sheet – General Fund	11
Statement of Revenues, Expenditures and Change in Fund Deficit – General Fund	12
Notes to the Basic Financial Statements.....	13-24
Required Supplementary Information (Unaudited):	
Schedule of Funding Progress – Other Postemployment Benefits Plan	25
Schedule of Revenues, Expenditures and Change in Fund Deficit – Budget and Actual – General Fund	26
Note to the Required Supplementary Information.....	27
Single Audit Section:	
Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance With <i>Government Auditing Standards</i>	28-29
Independent Auditor's Report on Compliance for Each Major Federal Program and Report on Internal Control Over Compliance.....	30-31
Schedule of Expenditures of Federal Awards	32
Notes to the Schedule of Expenditures of Federal Awards	33
Schedule of Findings and Questioned Costs	34-36
Schedule of Prior Year Findings	37



INDEPENDENT AUDITORS' REPORT

To the Governing Board
Golden Sierra Job Training Agency
Auburn, California

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities and general fund of the Golden Sierra Job Training Agency (the Agency) as of and for the year ended June 30, 2014, and the related notes to the financial statements, which collectively comprise the Agency's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and the general fund of the Golden Sierra Job Training Agency as of June 30, 2014, and the respective changes in financial position thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, schedule of funding progress and budgetary comparison information as listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Agency's basic financial statements. The schedule of expenditures of federal awards is presented for purposes of additional analysis as required by U.S. Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, and is not a required part of the basic financial statements.

The schedule of expenditures of federal awards is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated March 26, 2015, on our consideration of the Agency's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Agency's internal control over financial reporting and compliance.

Vavrinik, Trine, Day & Co. LLP

Sacramento, California
March 26, 2015

MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED)

For the Fiscal Year Ended June 30, 2014

As management of the Golden Sierra Job Training Agency (the Agency), we offer readers of the Agency's financial statements this narrative overview and analysis of the financial activities of the Agency for the fiscal year ended June 30, 2014. We encourage readers to consider the information presented here in conjunction with the Agency's basic financial statements, which begin on page 9.

Financial Highlights

- The assets of the Agency exceeded its liabilities at the close of the most recent year by \$99,901.
- As of the close of the current year, the Agency's General Fund reported a deficit fund balance of \$2,387.
- The Agency had total program revenues of \$4,194,026 and program expenses of \$4,148,651 for the fiscal year ended June 30, 2014.
- There is an unfunded liability associated with unpaid vacation leave (compensated absences) in the amount of \$66,389.
- The Direct Training Expenditure Requirement for Program Year 2012-13 which ended on June 30, 2014 was met by expending 25% of the Adult and Dislocated worker funding directly on participant direct training.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the Agency's basic financial statements. The Agency's basic financial statements comprise three components: 1) government-wide financial statements, 2) fund financial statements and 3) notes to the basic financial statements.

GOVERNMENT-WIDE FINANCIAL STATEMENTS

The government-wide financial statements are designed to provide readers with a broad overview of the Agency's finances, in a manner similar to a private-sector business.

The *statement of net position* presents information on all of the Agency's assets and liabilities, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the Agency is improving or deteriorating. The *statement of activities* presents information showing how the Agency's net position changed during the most recent year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future periods (e.g. earned but unused vacation leave).

The government-wide financial statements report on the function of the Agency that is principally supported by operating grants and contributions. The Agency's primary function is the development and implementation of public and private employers' job training programs.

The government-wide financial statements can be found on pages 9 and 10 of this report.

FUND FINANCIAL STATEMENTS

A *fund* is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The Agency, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

General Fund

The Agency maintains one major governmental fund, the General Fund, for its governmental fund financial statements.

The General Fund is used to account for essentially the same function reported as *governmental activities* in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on *near-term inflows and outflows of spendable resources*, as well as on *balances of spendable resources* available at the end of the year. Such information may be useful in evaluating the Agency's near-term financing requirements.

Because the focus of the General Fund is narrower than that of the government-wide financial statements, it is useful to compare the information presented in the governmental fund with similar information presented for *governmental activities* in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the Agency's near-term financial decisions. Both the General Fund balance sheet and statement of revenues, expenditures, and changes in fund balance (deficit) to provide a reconciliation to facilitate this comparison between the General Fund and *governmental activities*. The General Fund financial statements can be found on pages 11 and 12 of this report.

NOTES TO THE BASIC FINANCIAL STATEMENTS

The notes provide additional information that is essential for a full understanding of the data provided in the government-wide and fund financial statements. The notes to the basic financial statements can be found on pages 13 through 23 of this report.

Government-Wide Financial Analysis

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the Agency, assets exceeded liabilities by \$99, 901 at the close of the most recent year.

Golden Sierra Job Training Agency Statement of Net Position As of June 30, 2014 and 2013

	<u>2014</u>	<u>2013</u>	<u>Change</u>	<u>%</u>
Current assets	\$ 434,676	\$ 501,302	\$ (66,626)	-13%
Capital assets, net	41,667	70,169	(28,502)	-41%
Total assets	<u>476,343</u>	<u>571,471</u>	<u>(95,128)</u>	-17%
Current liabilities	310,053	462,461	(152,408)	-33%
Long-term liabilities	66,389	57,262	9,127	16%
Total liabilities	<u>376,442</u>	<u>519,723</u>	<u>(143,281)</u>	-28%
Net position				
Investment in capital assets	41,667	70,169	(28,502)	-41%
Unrestricted (deficit)	58,234	(18,421)	76,655	416%
Total net position	<u>\$ 99,901</u>	<u>\$ 51,748</u>	<u>\$ 48,153</u>	93%

In the current year the Agency's net position increased by \$48,153. The increase is comprised of the net change of (\$28,502) to capital assets and (\$9,127) to compensated absences, and an increase of \$8,004 to the Net OPEB asset along with the recording of a \$75,000 Net Pension asset which will serve to mitigate future years anticipated increases to the annual required contributions for pension expenses.

**Golden Sierra Job Training Agency
Statement of Activities
For the Fiscal Years Ended June 30, 2014 and 2013**

	<u>2014</u>	<u>2013</u>	<u>Change</u>	<u>%</u>
Revenues:				
Program revenue:				
Operating grants and contributions	\$ 4,194,026	\$ 4,967,922	\$ (773,896)	-16%
General revenue:				
Investment earnings	109	124	(15)	-12%
Miscellaneous	2,670	44	2,626	100%
Total revenues	<u>4,196,805</u>	<u>4,968,090</u>	<u>(771,285)</u>	-16%
Expenses:				
Education	<u>4,148,651</u>	<u>5,007,353</u>	<u>(858,702)</u>	-17%
Change in net position	48,154	(39,263)	87,417	-223%
Net position, beginning of year	<u>51,747</u>	<u>91,011</u>	<u>(39,264)</u>	43%
Net position, end of year	<u>\$ 99,901</u>	<u>\$ 51,748</u>	<u>\$ 48,153</u>	93%

The Agency's primary sources of revenues are Federally-funded governmental grants classified as "operating grants and contributions." This revenue represents reimbursement of the Agency's costs, resulting in a direct relationship between expenses and revenue. The Agency's net position increased by \$48,153 primarily due to changes in the compensated absences liability (\$9,127), depreciation expense (\$35,338), change in the net OPEB asset \$8,004 and addition of net pension asset \$75,000.

Fund Financial Analysis

As noted earlier, the Agency uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The Agency's General Fund is discussed below.

GENERAL FUND

The focus of the Agency's General Fund is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the Agency's financing requirements. In particular, *fund balance (deficit)* may serve as a useful measure of the Agency's net resources available for spending for program purposes at the end of the year. As of the end of the current year, the Agency's General Fund reported an ending fund deficit of \$2,385.

Revenues by Source Analysis

Intergovernmental revenue decreased for fiscal year ended June 30, 2014. This was primarily due to the slowdown in spending of the Workforce Investment Act (WIA) award due to the October 2013 government shut down which halted the Agency's ability to award contracts and provide training services. The availability of the Disability and Employment Initiative grant awards mitigated some of the negative impacts of the reduced WIA spending.

Revenues by Source General Fund For the Years Ended June 30, 2014 and 2013

	<u>2014</u>	<u>2013</u>	<u>Change</u>	<u>%</u>
Intergovernmental	\$ 4,194,026	\$ 4,967,922	\$ (773,896)	-16%
Investment earnings	109	124	(15)	-12%
Miscellaneous	2,670	44	2,626	100%
Total revenues	<u>\$ 4,196,805</u>	<u>\$ 4,968,090</u>	<u>\$ (771,285)</u>	-16%

Expenditure by Function Analysis

During the fiscal year ended June 30, 2014, expenditures decreased proportionately with the decreased amount of funding made available to the Agency. Expenditures represent the delivery of services to participants in the form of direct training case management and job search services. Expenditures also include job development activities with employers and Agency administrative expenses for operations.

Expenditures by Function General Fund For the Years Ended June 30, 2014 and 2013

	<u>2014</u>	<u>2013</u>	<u>Change</u>	<u>%</u>
Education	<u>\$ 4,194,026</u>	<u>\$ 4,967,922</u>	<u>\$ (773,896)</u>	-16%

Capital Assets

Golden Sierra's net investment in capital assets as of June 30, 2014 was \$41,667. This investment in capital assets represents building improvements for the Auburn Administrative Office and One-Stop Connection Center along with depreciable equipment. The change in capital assets during the current year was due to depreciation.

Long-Term Liabilities

Long-term liabilities relate to vacation and floating holiday balances for the Agency's employees. The Agency's liability as of June 30, 2014 was \$66,389. The balance increased by \$9,127 during the current year. The increase is due to a reduction in the use of payable vacation and sick leave.

General Fund Budgetary Highlights

The variance between the original and final budgeted revenues and expenditures is the result of an increase of \$50,000 for a contract award from Sacramento Employment and Training Agency. Actual revenues and expenditures were both lower than the final budgeted amounts by \$2,335,501 and \$2,338,280, respectively. These unexpended dollars are accounted for in the \$1,090,134 in encumbered contracts being rolled over into the second year of the funding award and the budgetary plan for the use of administration monies to be expended in the second year of the award period as allowed, along with Placer County program and consortium program administration.

Economic Factors and Next Year's Budgets and Rates

The following factors were considered in preparing the Agency's budget for the 2014/2015 year:

Continued funding of the Agency's other postemployment benefits trust is planned.

The Original Budget includes plans to fund an additional lump sum payment of \$75,000 for future year's pension expense.

The Disability Employment Initiative grant originally planned to end on September 30th 2014 has been extended to March 31, 2015. This extension enables us to expend the award in a manner that benefits the participants of this grant allowing work experience training to be completed. Community outreach will continue and participants will be served with the Workforce Investment Act funding once this award has been expended.

Contracts are budgeted and awarded to the Health and Human Services Departments of both El Dorado County and Alpine County as sub-recipients. The awards allow for services to be provided to both employers and participants within these local areas with the remaining Program Year 2013/2014 and newly awarded Program Year 2014/2015 allocation awards. Pride Industries will be awarded a contract as a sub-recipient for serving Placer County Out of School Youth participants.

Maintain budget strategy for the allowable 10% Administrative and 14% of an allowable 20% of 80% Program funding has been budgeted for use in the second year for Workforce Investment Act Formula Funding awards. The Final Budget does not take into consideration possibility for a sequestration of funding or a delay in receiving grant awards.

Requests for Information

This financial report is designed to provide a general overview of the Agency's finances for all those with an interest. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Golden Sierra Job Training Agency, attention Jason Buckingham, Director, 1919 Grass Valley Hwy, Suite 100, Auburn, CA 95603.

GOLDEN SIERRA JOB TRAINING AGENCY
Statement of Net Position - Governmental Activities
June 30, 2014

Assets	
Cash and investments	\$ 28,896
Due from other governments	275,215
Prepaid expenses	3,557
Net OPEB asset	52,008
Net Pension asset	75,000
Capital assets, net	<u>41,667</u>
Total assets	<u>476,343</u>
 Liabilities	
Accounts payable	212,615
Salaries and wages payable	68,162
Unearned revenue	29,276
Long-term liabilities:	
Due within one year	56,431
Due in more than one year	<u>9,958</u>
Total liabilities	<u>376,442</u>
 Net Position	
Investment in capital assets	41,667
Unrestricted	<u>58,234</u>
Total net position	<u><u>\$ 99,901</u></u>

See accompanying notes to the basic financial statements.

GOLDEN SIERRA JOB TRAINING AGENCY
Statement of Activities - Governmental Activities
For the Fiscal Year Ended June 30, 2014

Program expenses		
Education		\$ 4,148,652
Program revenues		
Operating grants and contributions:		
Federal		<u>4,194,026</u>
Net program expense		<u>45,374</u>
General revenues		
Investment earnings		109
Miscellaneous		<u>2,670</u>
Total general revenues		<u>2,779</u>
Change in net position		48,153
Net position, beginning of year		<u>51,748</u>
Net position, end of year		<u><u>\$ 99,901</u></u>

See accompanying notes to the basic financial statements.

GOLDEN SIERRA JOB TRAINING AGENCY
Balance Sheet - General Fund
June 30, 2014

Assets

Cash and investments	\$ 28,896
Due from other governments	275,215
Prepaid items	3,557
	307,668
Total assets	\$ 307,668

Liabilities and fund balance (deficit)

Liabilities:

Accounts payable	\$ 212,615
Salaries and wages payable	68,162
Unearned revenue	29,276
	310,053
Total liabilities	310,053

Fund balance (deficit):

Nonspendable	3,557
Unassigned	(5,942)
	(2,385)

Total fund balance (deficit)	(2,385)
------------------------------	---------

Total liabilities and fund balance (deficit)	\$ 307,668
--	------------

**RECONCILIATION OF THE BALANCE SHEET -
GENERAL FUND TO THE STATEMENT OF NET POSITION:**

Fund balance (deficit) - from above	\$ (2,385)
Capital assets used in governmental activities are not current financial resources and, therefore, are not reported in the general fund.	41,667
Net OPEB asset of the governmental activities is not a current financial resource and, therefore, is not reported in the general fund.	52,008
Pension asset of the governmental activities is not a current financial resource and, therefore, is not reported in the general fund.	75,000
Long-term liabilities are not due and payable in the current period and, therefore, are not reported in the general fund.	(66,389)
	99,901
Net position of governmental activities	\$ 99,901

See accompanying notes to the basic financial statements.

GOLDEN SIERRA JOB TRAINING AGENCY
Statement of Revenues, Expenditures and
Change in Fund Balance (Deficit) - General Fund
For the Fiscal Year Ended June 30, 2014

Revenues

Intergovernmental:	
Federal	\$ 4,194,026
Investment earnings	109
Miscellaneous	2,670
	4,196,805
Total revenues	4,196,805

Expenditures

Current:	
Education:	
Salaries and employee benefits	2,043,984
Training and support services	1,660,848
Services and supplies	329,052
Rents	160,142
	4,194,026
Total expenditures	4,194,026

Change in fund balance	2,779
Fund balance (deficit), beginning of year	(5,164)
Fund balance (deficit), end of year	\$ (2,385)

**RECONCILIATION OF THE STATEMENT OF REVENUES,
EXPENDITURES AND CHANGE IN FUND BALANCE (DEFICIT) -
GENERAL FUND TO THE STATEMENT OF ACTIVITIES:**

Change in fund balance from above	\$ 2,779
<p>The general fund records capital outlays as expenditures. However, in the statement of activities the cost of these assets is allocated over their estimated useful lives and reported as depreciation expense.</p>	
Capital outlay expenditures	(35,338)
Current year depreciation	6,836
<p>The general fund reports the contribution of other postemployment benefits (OPEB) in excess of the required contribution as an expenditure when paid, whereas the amount is amortized in the statement of activities.</p>	
	8,003
<p>The general fund reports the contributions of pension benefits in excess of the required contribution as an expenditure when paid, whereas the amount is amortized in the statement of activities</p>	
	75,000
<p>Compensated absences expense reported in the statement of activities does not require the use of current financial resources and, therefore, is not reported as expenditures in the general fund.</p>	
	(9,127)
CHANGE IN NET POSITION	\$ 48,153

See accompanying notes to the basic financial statements.

**GOLDEN SIERRA JOB TRAINING AGENCY
NOTES TO THE BASIC FINANCIAL STATEMENTS
FOR THE FISCAL YEAR ENDED JUNE 30, 2014**

NOTE A – ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

The Golden Sierra Job Training Agency (Agency) was formed by a Joint Powers Agreement among the following counties: Alpine, El Dorado, and Placer. The purpose of the Agency is the development and implementation of public and private employers' job training programs under which local employment needs and goals are determined and training and employment programs are planned, developed, and administered. The Agency is funded through various grants provided by the federal government. The Governing Body is made up of one representative from each County's governing Board of Supervisors.

Accounting Policies

The Agency accounts for its financial transactions in accordance with the policies and procedures of the County of Placer (County). The accounting policies of the Agency conform to accounting principles generally accepted in the United States of America as prescribed by the Governmental Accounting Standards Board (GASB). The GASB is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The more significant accounting policies of the Agency are described below.

Government-Wide and Fund Financial Statements

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the Agency's activities. The Agency is only engaged in governmental activities and is supported primarily by intergovernmental revenues.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. The Agency's program revenues include grants and contributions that are restricted to meeting the operational or capital requirements of its education function. Investment earnings and miscellaneous revenues not included among program revenues are reported instead as general revenues.

Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of cash flows. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

The General Fund is the general operating fund of the Agency and is used to account for all financial resources. A fund is a separate accounting entity with a self-balancing set of accounts. The accounting and financial reporting treatment applied to a fund is determined by its measurement focus.

**GOLDEN SIERRA JOB TRAINING AGENCY
NOTES TO THE BASIC FINANCIAL STATEMENTS (CONTINUED)
FOR THE FISCAL YEAR ENDED JUNE 30, 2014**

**NOTE A – ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES
(Continued)**

Measurement Focus, Basis of Accounting and Financial Statement Presentation (Continued)

The General Fund is accounted for using the modified accrual basis of accounting. Revenues are recognized in the accounting period in which they become both measurable and available to finance expenditures of the current accounting period. Revenues are considered to be available if they are collected within 60 days of the end of the current year. Expenditures are generally recognized when the related fund liability is incurred (when goods are received or services rendered). However, expenditures related to compensated absences are recorded only when payment is due.

When both restricted and unrestricted resources are available for use, it is the Agency's policy to use restricted resources first, and then unrestricted resources as they are needed.

Cash and Investments

The Agency maintains cash in banks and in the Placer County Treasury where it is pooled with other County funds. The County Treasurer's investment pool is subject to oversight by the Treasury Oversight Committee.

The County's pooled investments are stated at fair value. The value of the Agency's pool shares that may be withdrawn is determined on an amortized cost basis, which is different than the fair value of the Agency's position in the pool. The County's comprehensive annual financial report, containing information relating to the County's cash and investments by risk category, can be obtained from the County Auditor-Controller's office.

Unearned Revenue

Unearned revenue arises when resources are received by the Agency before it has a legal claim to them (i.e., when grant monies are received prior to the incurrence of qualifying expenditures).

Capital Assets

Capital assets used in Agency operations are accounted for in the statement of net position. Purchased capital assets are stated at cost. Donated capital assets are valued at their estimated fair value on the date of donation. The Agency follows the County's capitalization threshold of \$5,000 for capital asset purchases. Capital equipment is depreciated using the straight-line method over an estimated useful life of 5 years. Capitalized building improvements are being depreciated over the life of the lease agreement, which is 5 years.

Use of Estimates

The preparation of basic financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

**GOLDEN SIERRA JOB TRAINING AGENCY
NOTES TO THE BASIC FINANCIAL STATEMENTS (CONTINUED)
FOR THE FISCAL YEAR ENDED JUNE 30, 2014**

**NOTE A – ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES
(Continued)**

Compensated Absences

Accumulated unpaid employee vacation benefits are recognized as liabilities of the Agency in the statement of net position. All regular employees of the Agency earn vacation hours each pay period at rates based upon the years of continuous service and the bargaining unit to which the employee belongs. The compensated absences liability is calculated based on the number of vacation hours and floating holiday hours times the employee's rate of pay along with related employer tax calculations. Employees with less than 10 years of service are allowed to carry a maximum of 240 hours of unused vacation and employees with 10 years or more may carry a maximum of 360 hours of unused vacation. Also, regular employees are given credit for eight hours sick leave each month of employment with unlimited accumulation. Upon termination, employees are entitled to a lump sum payment for accrued vacation and additional retirement credits from the California Public Employees' Retirement System (CalPERS) for unused sick leave based on a specified formula.

Fund Balance

Fund balance is categorized as nonspendable, restricted, committed, assigned, and unassigned. Nonspendable represents amount not in spendable form, such as prepaid items. Restricted represents amounts restricted by external parties such as creditors or imposed by grants, laws, or regulations of other governments or imposed by law through constitutional provisions or enabling legislation. Committed represents amounts that can only be used for specific purpose pursuant to constraints imposed by a formal action of the entity's "highest level of decision-making authority" which would be a resolution by the Agency's Governing Board. Assigned represents amounts that have been allocated by action of the Governing Body or delegated to management in which the Agency's intent is to use the funds for a specific purpose. Unassigned represents amounts that constitute the residual balance that has no restrictions placed on it.

The Agency does not have a policy on the order of spending of unrestricted amounts when an expenditure is incurred for which amount in any of the unassigned fund balance classifications could be used. However, the Agency uses committed resources first, then assigned resources, and unassigned resources last as they are needed.

Effect of New Governmental Accounting Standards Board (GASB) Pronouncements

GASB Statement No. 65 – In June 2012, GASB issued Statement No. 65, *Items Previously Reported as Assets and Liabilities*. The objective of this statement is to properly classify as deferred outflows of resources or deferred inflows of resources, certain items that were previously reported as assets and liabilities, and to recognize certain items that were previously reported assets and liabilities as outflows of resources or inflows of resources. The Agency has determined that this statement did not have a material effect on the financial statements.

**GOLDEN SIERRA JOB TRAINING AGENCY
NOTES TO THE BASIC FINANCIAL STATEMENTS (CONTINUED)
FOR THE FISCAL YEAR ENDED JUNE 30, 2014**

**NOTE A – ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES
(Continued)**

GASB Statement No. 66 – In March 2012, GASB issued Statement No. 66, *Technical Corrections – 2012 – an amendment of GASB Statements No. 10 and No. 62*. This statement resolves conflicting guidance related to 1) fund-based reporting of an entity’s risk financing activities to the general and internal service

fund types, 2) operating lease payments that vary from a straight-line basis, 3) the difference between the initial investment (purchase price) and the principal amount of a purchased loan or group of loans, and 4) servicing fees related to mortgage loans that are sold when the stated service fee rate differs significantly from a current (normal) servicing fee rate. This statement is effective for the fiscal year ending June 30, 2014. The Agency has determined that this statement did not have a material effect on the financial statements.

GASB Statement No. 67 – In June 2012, GASB issued Statement No. 67, *Financial Reporting for Pension Plans – an amendment of GASB Statement No. 25*. This statement results from a comprehensive review of the effectiveness of existing standards of accounting and financial reporting for pensions with regard to providing decision-useful information, supporting assessments of accountability and inter-period equity, and creating additional transparency. This statement is effective for the fiscal year ending June 30, 2014. The Agency has determined that this statement is not applicable.

GASB Statement No. 70 – In April 2013, GASB issued Statement No. 70, *Accounting and Financial Reporting for Nonexchange Financial Guarantees*. This statement improves accounting and financial reporting for state or local governments that extend and receive nonexchange financial guarantees. This statement is effective for the fiscal year ending June 30, 2014. The Agency has determined that this statement is not applicable.

Future Governmental Accounting Standards Board (GASB) Pronouncements

GASB Statement No. 68 – In June 2012, GASB issued Statement No. 68, *Accounting and Financial Reporting for Pensions – an amendment of GASB Statement No. 27*. This statement is to improve accounting and financial reporting by state and local governments for pensions. This statement is effective for the fiscal year ending June 30, 2015. The Agency has not determined the effect, if any, on the financial statements.

GASB Statement No. 69 – In January 2013, GASB issued Statement No. 69, *Government Combinations and Disposals of Government Operations*. This statement establishes accounting and financial reporting standards related to government combinations and disposals of government operations. This statement is effective for the fiscal year ending June 30, 2015. The Agency has not determined the effect, if any on the financial statements.

**GOLDEN SIERRA JOB TRAINING AGENCY
NOTES TO THE BASIC FINANCIAL STATEMENTS (CONTINUED)
FOR THE FISCAL YEAR ENDED JUNE 30, 2014**

**NOTE A – ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES
(Continued)**

GASB Statement No. 71 – In November 2013, GASB issued Statement No. 71, *Pension Transition for Contributions made Subsequent to the Measurement Date – an amendment of GASB Statement No. 68*. This statement requires that, at transition, a government recognizes a beginning deferred outflow of resources for its pension contributions made subsequent to the measurement date of the beginning net pension liability. This statement is effective simultaneously with the provisions of Statement 68. The Agency has not determined the effect, if any, on the financial statements.

GASB Statement No. 72 – In February 2015, GASB issued Statement No. 72, *Fair Value Measurement and Application*. This Statement provides guidance for determining a fair value measurement for financial reporting purposes. This Statement also provides guidance for applying fair value to certain investments and disclosures related to all fair value measurements. The District has not determined the effect, if any, on the financial statements.

NOTE B – CASH AND INVESTMENTS

Cash and investments shown on the statement of net position and the balance sheet represent the Agency's share of the County Treasurer's cash and investment pool and its deposits with outside financial institutions.

The Agency involuntarily participates in the County Treasurer's cash and investment pool. California Government Code Section 53600, et. seq., and the County investment policy authorizes the following investments; local agency bonds, U.S. Treasury securities, U.S. agency securities, bankers acceptances, commercial paper, negotiable certificates of deposit, repurchase agreements, corporate notes, money market mutual funds and the California Local Agency Investment Fund (LAIF). Other allowable investments pursuant to Government Code Section 53601, although restricted by the County's investment

policy, include mutual funds, mortgage and collateral-backed securities, asset-backed securities, reverse repurchase agreements, and joint powers agency investment pools.

The County has a Treasury Review Panel, which performs regulatory oversight for its pool as required by Treasurer Policy. Investments are stated at fair value in accordance with GASB Statement No. 31, *Accounting and Financial Reporting for Certain Investments and for External Investment Pools*. However, the value of the Agency's shares in the County investment pool, which may be withdrawn, is determined on an amortized cost basis, which is different than the fair value of the Agency's position in the pool. The Agency's investment in the County Treasurer's pool as of June 30, 2014 is stated at fair value. The County's comprehensive annual financial report, containing information relating to the County's cash and investments by risk category, can be obtained from the County Auditor-Controller's office.

**GOLDEN SIERRA JOB TRAINING AGENCY
NOTES TO THE BASIC FINANCIAL STATEMENTS (CONTINUED)
FOR THE FISCAL YEAR ENDED JUNE 30, 2014**

NOTE B – CASH AND INVESTMENTS (Continued)

GASB Statement No. 40, *Deposit and Investment Risk Disclosures – an amendment of GASB Statement No. 3*, requires additional disclosures about a government’s deposit and investment risks that include credit risk, custodial credit risk, concentration of credit risk and interest rate risk. The Agency does not have an investment policy that addresses these specific types of risk.

Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity its fair value is to changes in market interest rates. The weighted average to maturity of the County’s external investment pool as of June 30, 2014 was 1,632 days.

Credit Risk

Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. The Agency’s investment in the County’s external investment pools is not rated.

Custodial Credit Risk

The custodial credit risk for deposits is the risk that in the event of the failure of a depository institution, the Agency will not be able to recover deposits or will not be able to recover collateral securities that are in possession of an outside party. The custodial credit risk for investments is the risk that, in the event of failure of the counterparty (i.e. broker-dealer) to a transaction, the Agency will not be able to recover the value of its investment or collateral securities that are in the possession of another party. The California Government Code and the Agency’s investment policy do not contain legal or policy requirements that would limit the exposure to custodial credit risk for deposits or investments, other than the following provision for deposits: the California Government Code requires that a financial institution secure deposits made by state and local governmental units by pledging securities in an undivided collateral pool held by a depository regulated under state law. The market value of the pledged securities in the collateral pool must equal at least 110% of the total amount deposited by the public agencies. California law also allows financial institutions to secure deposits by pledging first trust deed mortgage notes having a value of 150% of the secured public deposits.

NOTE C – CAPITAL ASSETS

The changes in capital assets for the fiscal year ended June 30, 2014 were as follows:

	Balance July 1, 2013	Additions	Deletions	Balance June 30, 2014
Building and Improvements	\$ 159,431	\$ -	\$ -	\$ 159,431
Furniture and equipment	28,799	6,836	-	35,635
Less accumulated depreciation	(118,061)	(35,338)	-	(153,399)
Capital assets, net	<u>\$ 70,169</u>	<u>\$ (28,502)</u>	<u>\$ -</u>	<u>\$ 41,667</u>

**GOLDEN SIERRA JOB TRAINING AGENCY
NOTES TO THE BASIC FINANCIAL STATEMENTS (CONTINUED)
FOR THE FISCAL YEAR ENDED JUNE 30, 2014**

NOTE D – LONG-TERM LIABILITIES

Changes in long-term liabilities for the fiscal year ended June 30, 2014 are presented below:

	<u>Balance</u> <u>July 1, 2013</u>	<u>Additions</u>	<u>Deletions</u>	<u>Balance</u> <u>June 30, 2014</u>	<u>Due Within</u> <u>One Year</u>
Compensated absences	\$ 57,262	\$ 132,671	\$ (123,544)	\$ 66,389	\$ 56,431

NOTE E – COMMITMENTS AND CONTINGENCIES

Federal and State Allowances, Awards, and Grants

The Agency has received federal funds for specific purposes that are subject to review and audit by the grantor agencies. Although such audits could generate expenditure disallowances under terms of the grants, it is believed that any required reimbursement would not be material to the Agency’s financial position.

NOTE F – EMPLOYEE RETIREMENT PLAN

Plan Description

The Agency contributes to the California Public Employees’ Retirement System (CalPERS), a cost-sharing multiple-employer defined benefit public employee retirement system that acts as a common investment and administrative agent for various local and state governmental agencies within the State of California. Benefit provisions and all other requirements are established by contract with CalPERS in accordance with the provisions of the Public Employees Retirement Law. Menu of benefit provisions, as well as other requirements, are established by State statutes within the Public Employees Retirement Law.

The Agency selects optional benefit provisions from the benefit menu by contract with CalPERS and adopts those benefits through a resolution approved by the Agency’s Governing Body. CalPERS issues a publicly available Comprehensive Annual Financial Report that includes financial statements and required supplementary information. Copies of CalPERS’ annual financial report may be obtained from their Executive Office at 400 P Street, Sacramento, CA 95814.

All full- and part-time permanent Agency employees and certain extra help employees who have worked over 1,000 hours in a year are eligible to participate in CalPERS. Per diem employees and extra help employees working less than 1,000 hours in a year are excluded. Benefits vest after five years of service. To be eligible for retirement, an employee must be at least 50 years of age and have five years of CalPERS credited service. Employees who retire at 55 with five years of credited service are entitled to an annual retirement benefit, payable monthly for life, in an amount equal to 2.5 percent of final compensation for each year of service credit. Employees may elect to retire at age 50 with a reduced benefit rate. The plan also provides death and disability benefits. Upon separation from the Agency,

**GOLDEN SIERRA JOB TRAINING AGENCY
 NOTES TO THE BASIC FINANCIAL STATEMENTS (CONTINUED)
 FOR THE FISCAL YEAR ENDED JUNE 30, 2014**

NOTE F – EMPLOYEE RETIREMENT PLAN (Continued)

members' accumulated contributions are either refunded with interest credited through the date of separation or are maintained intact with CalPERS. Effective January 1, 2013, new miscellaneous members are subject to the Public Employees' Pension Reform Act (PEPRA) and those who retire at 62 with five years of credited service are entitled to an annual retirement benefit, payable monthly for life, in an amount equal to 2% of their monthly pay rate for the last consecutive highest paid 3 years of employment.

Funding Policy

CalPERS establishes and may amend the obligations of the employees and the Agency to contribute to the plan. Eligible employees are required to contribute 8% of their annual covered salary. The Agency is required to contribute the remaining amounts necessary to fund the benefits for its members, using the actuarial basis recommended by CalPERS actuaries and actuarial consultants and adopted by the CalPERS Board of Administration. For the fiscal year ended June 30, 2014, the employer contribution rate was 33.455%, except for those members subject to PEPRA in which the employer contribution rate was 6.25%.

During the first five months of fiscal year ended June 30, 2014, the Agency as part of its compensation to employees paid 4% of the 8% required employee contribution. The Agency paid 3% of the 8% required employee contribution for employees who are members of the Classic category and 3% of the 6.25% employee contribution for employees who are members of the PEPRA pension group for the remaining seven months of the fiscal year. These benefit provisions and all other requirements are prescribed by a contract between the Agency and CalPERS.

The Agency's required contributions in dollars and the percentage of that amount contributed for the current year and each of the preceding two years were as follows:

<u>Fiscal Year</u>	<u>Required Contribution</u>	<u>Percentage of Required Contribution Made</u>
2012	\$ 389,657	100%
2013	390,569	100%
2014	365,852	120%

**GOLDEN SIERRA JOB TRAINING AGENCY
NOTES TO THE BASIC FINANCIAL STATEMENTS (CONTINUED)
FOR THE FISCAL YEAR ENDED JUNE 30, 2014**

NOTE F – EMPLOYEE RETIREMENT PLAN (Continued)

The following table shows the components of the Agency’s annual pension cost for the year, the amount actually contributed to the plan, and changes in the Agency’s net pension asset:

Annual required contribution	\$ 365,852
Interest on net pension asset	-
Adjustment to annual required contribution	-
Annual pension cost (expense)	365,852
Contributions made	440,852
Increase in net pension asset	75,000
Net pension asset - beginning of year	-
Net pension asset - end of year	\$ 75,000

NOTE G – OTHER POSTEMPLOYMENT BENEFITS

Plan Description

In addition to the retirement benefits described in Note F, the Agency sponsors a single-employer defined benefit plan to provide postemployment medical and dental benefits to its retirees under its Retiree Healthcare Plan in accordance with various labor agreements through the CalPERS healthcare program (PEMHCA). During the fiscal year ended June 30, 2010, the Agency established a postemployment benefits (OPEB) trust account with the California Employers’ Retiree Benefit Trust (CERBT), an agent multiple employer plan administered by CalPERS. CalPERS issues a publicly available Comprehensive Annual Financial Report that includes financial statements and required supplementary information. Copies of CalPERS’ annual financial report may be obtained from their Executive Office, 400 Q Street, P.O. Box 942701, Sacramento, California 94229.

Eligibility

In accordance with the California Government Code, all employees electing a CalPERS retirement date within 120 days of retiring from the Agency are eligible to receive healthcare benefits for life. The Agency provides postemployment medical and dental benefits to employees who retire directly from the Agency after the age of 50 and have at least five years of CalPERS service. Membership of the plan consisted of the following at June 30, 2013 the date of the latest actuarial valuation:

Retirees and beneficiaries receiving benefits	32
Active plan members	<u>22</u>
Total	<u>54</u>

**GOLDEN SIERRA JOB TRAINING AGENCY
 NOTES TO THE BASIC FINANCIAL STATEMENTS (CONTINUED)
 FOR THE FISCAL YEAR ENDED JUNE 30, 2014**

NOTE G – OTHER POSTEMPLOYMENT BENEFITS (Continued)

Funding Policy

The Agency’s actuarially determined contribution rate was 25.7% of annual covered payroll. It is the Agency’s funding policy to contribute consistently 100% of the annual required contribution (ARC). The Agency contributes to CERBT net of pay-as-you-go costs and does not seek reimbursement.

Annual OPEB Cost and Net OPEB Asset

For the fiscal year ended June 30, 2014, the Agency’s annual OPEB cost (expense) was \$216,000. The required contribution was determined as part of the June 30, 2013 actuarial valuation in accordance with the parameters of GASB Statement No. 45. The ARC represents a level of funding that, if paid on an ongoing basis, is projected to cover normal cost each year and amortize any unfunded actuarial liabilities (or funding excess) over a period not to exceed thirty years.

The following table shows the components of the Agency’s annual OPEB cost for the year, the amount actually contributed to the plan, and changes in the Agency’s net OPEB asset:

Annual required contribution	\$ 216,000
Interest on net OPEB asset	(2,860)
Adjustment to annual required contribution	<u>2,860</u>
Annual OPEB cost (expense)	216,000
Contributions made	<u>224,003</u>
Increase in net OPEB asset	8,003
Net OPEB asset - beginning of year	<u>44,005</u>
Net OPEB asset - end of year	<u><u>\$ 52,008</u></u>

The Agency’s annual OPEB cost, the percentage of annual OPEB cost contributed to the plan, and the net OPEB asset as of and for the fiscal year ended June 30, 2014 and the two preceding years were as follows:

Ended	OPEB Cost	Contributed	Asset
6/30/2012	\$ 253,000	115%	\$ 38,285
6/30/2013	261,000	102%	44,005
6/30/2014	216,000	104%	52,008

Funded Status and Progress.

As of June 30, 2013, the most recent valuation date, the plan was underfunded. The actuarial accrued liability (AAL) for benefits was \$2,348,000, and the actuarial value of assets was \$562,000, resulting in an unfunded actuarial accrued liability (UAAL) of \$1,786,000 and a funded ratio (actuarial value of assets as a percentage of the actuarial accrued liability) of 23.9%. The covered payroll (annual payroll of active employees covered by the plan) was \$1,036,000, and the ratio of the UAAL to the covered payroll was 172.4%.

**GOLDEN SIERRA JOB TRAINING AGENCY
NOTES TO THE BASIC FINANCIAL STATEMENTS (CONTINUED)
FOR THE FISCAL YEAR ENDED JUNE 30, 2014**

NOTE G – OTHER POSTEMPLOYMENT BENEFITS (Continued)

Actuarial valuations of an ongoing plan involve estimates of the value of reported amounts and assumptions about the probability of occurrence of events far into the future. Examples include assumptions about future employment, mortality, and the healthcare cost trend. Amounts determined regarding the funded status of the plan and the annual required contributions of the employer are subject to continual revision as actual results are compared with past expectations and new estimates are made about the future. The schedule of funding progress, presented as required supplementary information following the notes to the financial statements, currently presents the three most recent actuarial valuations. However, in future years as additional valuations are completed, it will present multi-year trend information about whether the actuarial value of the plan assets is increasing or decreasing over time relative to the actuarial accrued liabilities for the benefits.

Actuarial Methods and Assumptions

Projections of benefits for financial reporting purposes are based on the substantive plan (the plan as understood by the employer and the plan members) and include the types of benefits provided at the time of each valuation and the historical pattern of sharing benefit costs between employer and plan members to that point. The actuarial methods and assumptions used include techniques that are designed to reduce the effects of short-term volatility in actuarial accrued liabilities and the actuarial assets, consistent with the long-term perspective of the calculations.

The actuarial cost method used for determining the benefit obligations is the Entry Age Normal Cost Method. The actuarial assumptions include a 6% investment rate of return, which is the assumed rate of the expected long-term investment returns on plan assets calculated based on the funded level of the plan at the valuation date, and an annual healthcare cost trend rate of approximately 9% for 2013, reduced by decrements of approximately 0.5% per year to an ultimate rate of 5% in 2021. Both rates included a 3% inflation assumption and assumed the Agency's payroll will increase 3.25% per year. The unfunded actuarial accrued liability is being amortized on an open basis as a level percentage of projected payroll over 30 years.

**GOLDEN SIERRA JOB TRAINING AGENCY
NOTES TO THE BASIC FINANCIAL STATEMENTS (CONTINUED)
FOR THE FISCAL YEAR ENDED JUNE 30, 2014**

NOTE H – RISK MANAGEMENT

The Agency is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The Agency reports all of its risk management activities in the General Fund. The Agency purchases commercial insurance through an insurance agent, which obtains the appropriate insurance coverage needed by the Agency from insurance companies.

The Agency’s deductibles and maximum coverage follow:

<u>Coverage</u>	<u>Deductible</u>	<u>Maximum per Occurrence</u>
Commercial and professional general liability – aggregate	\$ 500	\$ 2,000,000
Each occurrence	500	2,000,000
Advertising and personal injury	500	2,000,000
Workers’ compensation	NA	1,000,000
Medical expenses	500	5,000
Fire	500	100,000
Commercial automobile	500	1,000,000

Settled claims have not exceeded insurance coverage and there have been no significant reductions in insurance coverage in any of the past three years.

NOTE I – OPERATING LEASE OBLIGATIONS

The Agency leases office space under a five year non-cancellable operating lease agreement and an eight year sublease agreement, which is non-cancellable in the first three years. Total lease payments for the fiscal year ended June 30, 2014 were \$158,880. Future minimum lease payments are scheduled as follows:

<u>Year Ending June 30</u>	<u>Total Minimum Payments</u>
2015	164,275
2016	168,370
2017	164,867
2018	84,192
Total	<u>\$ 581,704</u>

REQUIRED SUPPLEMENTARY INFORMATION

(UNAUDITED)

**GOLDEN SIERRA JOB TRAINING AGENCY
SCHEDULE OF FUNDING PROGRESS – OTHER POSTEMPLOYMENT BENEFITS
PLAN FOR THE FISCAL YEAR ENDED JUNE 30, 2014
(UNAUDITED)**

Actuarial Valuation Date	Actuarial Accrued Liability (a)	Actuarial Value of Assets (b)	Unfunded Liability (a)-(b)	Funded Ratio (b)/(a)	Annual Covered Payroll (c)	Unfunded Actuarial Accrued Liability as a % of Covered Payroll [(a)-(b)]/(c)
06/30/09	\$ 2,418,000	\$ --	\$ 2,418,000	0.0%	\$ 896,000	269.9%
06/30/11	3,132,000	253,000	2,879,000	8.1%	983,000	292.9%
06/30/13	2,348,000	562,000	1,786,000	23.9%	1,036,000	172.4%

GOLDEN SIERRA JOB TRAINING AGENCY
Schedule of Revenues, Expenditures and
Change in Fund Balance (Deficit) - Budget and Actual
General Fund
For the Fiscal Year Ended June 30, 2014

	<u>Budgeted Amounts</u>		<u>Actual Amounts</u>	<u>Variance with Final Budget</u>
	<u>Original</u>	<u>Final</u>		
Revenues:				
Intergovernmental:				
Federal	\$ 6,482,306	\$ 6,532,306	\$ 4,194,026	\$ (2,338,280)
Investment earnings	-	-	109	109
Miscellaneous	-	-	2,670	2,670
	<u>6,482,306</u>	<u>6,532,306</u>	<u>4,196,805</u>	<u>(2,335,501)</u>
Expenditures:				
Current:				
Education:				
Salaries and employee benefits	2,052,262	1,989,143	2,043,984	(54,841)
Training and support services	3,882,106	3,927,174	1,660,848	2,266,326
Services and supplies	375,307	436,307	329,052	107,255
Rents	172,631	179,682	160,142	19,540
	<u>6,482,306</u>	<u>6,532,306</u>	<u>4,194,026</u>	<u>2,338,280</u>
Change in fund balance (deficit)	<u>\$ -</u>	<u>\$ -</u>	2,779	<u>\$ 2,779</u>
Fund balance (deficit), beginning of year			<u>(5,164)</u>	
Fund balance (deficit), end of year			<u>\$ (2,385)</u>	

See accompanying note to the required supplementary information.

**GOLDEN SIERRA JOB TRAINING AGENCY
NOTE TO THE REQUIRED SUPPLEMENTARY INFORMATION
FOR THE FISCAL YEAR ENDED JUNE 30, 2014**

Budgets and Budgetary Accounting

The Agency's Governing Body approves the job-training plan by July 1st of each year. A public hearing must be conducted to receive comments prior to adoption. This job-training plan, including the annual budget, is revised by the Agency's Governing Body and management during the year to give consideration to unanticipated revenues and expenditures. The original and final revised budgets are presented on the GAAP basis in the budgetary comparison schedule as required supplementary information to the financial statements.

Formal budgetary integration was employed as a management control device during the year for the General Fund. Expenditures cannot exceed appropriations by total expenditures.

Encumbrance accounting is used in the General Fund to reserve portions of applicable appropriations for which commitments have been made. Encumbrances are recorded for purchase orders, contracts, and other commitments when approved. Encumbrances are liquidated when the commitments are paid.

The Agency budgets its capital outlay expenditures as part of its services and supplies expenditures.

SINGLE AUDIT SECTION



INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Governing Board
Golden Sierra Job Training Agency
Auburn, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and the general fund of the Golden Sierra Job Training Agency (the Agency), as of and for the year ended June 30, 2014, and the related notes to the financial statements, which collectively comprise the Agency's basic financial statements, and have issued our report thereon dated March 26, 2015.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Agency's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Agency's internal control. Accordingly, we do not express an opinion on the effectiveness of the Agency's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Agency's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Vavrinik, Trine, Day & Co. LLP

Sacramento, California
March 26, 2015



INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY OMB CIRCULAR A-133

To the Governing Board
Golden Sierra Job Training Agency
Auburn, California

Report on Compliance for Each Major Federal Program

We have audited Golden Sierra Job Training Agency's (the Agency) compliance with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement* that could have a direct and material effect on each of Agency's major federal programs for the year ended June 30, 2014. The Agency's major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of the Agency's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the Agency's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the Agency's compliance.

Opinion on Each Major Federal Program

In our opinion, the Agency, complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2014.

Report on Internal Control over Compliance

Management of the Agency is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the Agency's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Agency's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Accordingly, this report is not suitable for any other purpose.

Vavrinik, Trine, Day & Co. LLP

Sacramento, California
March 26, 2015

GOLDEN SIERRA JOB TRAINING AGENCY
Schedule of Expenditures of Federal Awards
For the Fiscal Year Ended June 30, 2014

<u>Federal Grantor/ Pass-Through Grantor/ Program Title</u>	<u>Contract Number</u>	<u>CFDA Number</u>	<u>Program Expenditures</u>
U.S. Department of Labor			
<u>Passed through California Employment Development Department</u>			
Employment Service/Wagner-Peyser Funded Activities	K285805	17.207	<u>\$ 233,675</u>
Work Investment Act Cluster (WIA):			
WIA Adult Program	K282473	17.258	148,775
WIA Adult Program	K386295	17.258	384,596
WIA Adult Program	K491016	17.258	584,378
Total WIA Adult Program			<u>1,117,749</u>
WIA Youth Activities	K386295	17.259	382,896
WIA Youth Activities	K491016	17.259	770,965
Total WIA Youth Activities			<u>1,153,861</u>
WIA Dislocated Worker Formula Grants	K386295	17.278	967,184
WIA Dislocated Worker Formula Grants	K491016	17.278	721,557
Total WIA Dislocated Worker Formula Grants			<u>1,688,741</u>
Total Work Investment Act Cluster			<u>3,960,351</u>
Total Expenditures of Federal Awards			<u><u>\$ 4,194,026</u></u>

See accompanying notes to the schedule of expenditures of federal awards.

**GOLDEN SIERRA JOB TRAINING AGENCY
NOTES TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE FISCAL YEAR ENDED JUNE 30, 2014**

NOTE A – GENERAL

The accompanying schedule of expenditures of federal awards for the fiscal year ended June 30, 2014, presents the activity of all federal award programs of the Golden Sierra Job Training Agency. Federal awards received directly from federal agencies, as well as federal awards passed through to other governmental agencies, are included in the schedule.

NOTE B – BASIS OF ACCOUNTING

The accompanying schedule of expenditures of federal awards is presented using the modified accrual basis of accounting. Expenditures are recognized in the period in which the liability is incurred (when goods are received or services rendered) and when amounts are due and payable for compensated absences.

NOTE C – CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA)

The CFDA numbers included in the accompanying schedule of expenditures of federal awards were determined based on program name, review of grant contract information and the Office of Management and Budget’s Catalog of Federal Domestic Assistance.

NOTE D – SUBRECIPIENTS

Of the federal expenditures presented in the schedule, the Agency provided federal awards to subrecipients as follows:

<u>Federal Program</u>	<u>Federal CFDA Number</u>	<u>Amount Provided to Subrecipients</u>
<u>Employment Service/Wagner-Peyser Funded Activities</u>	17.207	\$ 16,324
<u>WIA Cluster:</u>		
WIA Adult Program	17.258	349,717
WIA Youth Activities	17.259	314,576
WIA Dislocated Worker Formula Grants	17.278	<u>266,609</u>
Total WIA Cluster		<u>\$ 947,226</u>

**GOLDEN SIERRA JOB TRAINING AGENCY
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE FISCAL YEAR ENDED JUNE 30, 2014**

I. Summary of Auditors' Results

FINANCIAL STATEMENTS

Type of auditors' report issued:	Unmodified
Internal control over financial reporting:	
Material weakness(es) identified?	No
Significant deficiency(ies) identified?	None Reported
Noncompliance material to financial statements noted?	No

FEDERAL AWARDS

Internal control over major federal programs:	
Material weakness(es) identified?	No
Significant deficiency(ies) identified?	None Reported
Type of auditors' report issued on compliance for major federal programs:	Unmodified

Any audit findings disclosed that are required to be reported in accordance with OMB Circular A-133, Section .510(a)?	No
---	----

Identification of major federal programs:

<u>CFDA Number(s)</u>	<u>Name of Federal Program or Cluster</u>
17.258, 17.259, and 17.278	Workforce Investment Act (WIA Cluster)

Dollar threshold used to distinguish between Type A and Type B programs:	\$ 300,000
Auditee qualified as low-risk auditee?	Yes

**GOLDEN SIERRA JOB TRAINING AGENCY
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE FISCAL YEAR ENDED JUNE 30, 2014**

II. Financial Statement Findings

None Reported.

**GOLDEN SIERRA JOB TRAINING AGENCY
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE FISCAL YEAR ENDED JUNE 30, 2014**

III. Federal Award Findings and Questioned Costs

None Reported.

**GOLDEN SIERRA JOB TRAINING AGENCY
SCHEDULE OF PRIOR YEAR FINDINGS
FOR THE FISCAL YEAR ENDED JUNE 30, 2014**

None reported.

**GOLDEN SIERRA JOB TRAINING AGENCY
GOVERNING BODY**

MEMORANDUM

DATE: April 8, 2015
TO: Governing Body
FROM: Jason Buckingham, GSJTA Executive Director
SUBJ: Local Area Designation

Resolution Action Item Information

Receiving Local Area Designation (LAD) is the first required step in providing workforce development services under the Workforce Innovation and Opportunities Act (the Opportunities Act). Local Areas, such as the Golden Sierra region, shall receive initial designation for two years (as defined by the act) provided they have performed successfully and had fiscal integrity for the 2 program years prior to enactment. As indicated in the attached application package, the Golden Sierra Consortium meets these requirements. In addition, the process allows for a 1 year local board certification. The certification allows for a transition period during which the expectation is that local board composition, policies, planning and direction and one-stop procurement (unless granted a waiver) will need to be realigned to meet the new requirements. In addition, performance and fiscal integrity will need to be met as indicated.

Pending guidance from the state the WIB approved requesting designation via letter on November 20, 2014. The Governing Body approved requesting designation via letter on December 15, 2014. Letter requesting designation was mailed December 21, 2014.

Directive WSD14-10 defines the process by which the state will designate local areas and certify local Workforce Development Boards. Staff requests the Board's approval to submit the formal application for initial local area designation and local board certification of an existing area via WSD14-10.

In compliance with WSD14-10, a partially signed copy was submitted to meet the March 31, 2015, due date. A fully signed copy will be submitted immediately following approval by the Governing Body at their April 8, 2015 meeting.

DIRECTIVE

WORKFORCE SERVICES

Number: WSD14-10

Date: February 20, 2015

69:01:df:17276

TO: WORKFORCE DEVELOPMENT COMMUNITY

SUBJECT: INITIAL LOCAL AREA DESIGNATION AND LOCAL BOARD
CERTIFICATION UNDER WIOA

EXECUTIVE SUMMARY

Purpose

This directive communicates policy and procedures regarding the initial designation of Local Workforce Development Areas (local areas) and the initial certification of Local Workforce Development Boards (local boards) under the Workforce Innovation and Opportunity Act (WIOA).

Scope

This directive applies to all current local areas interested in receiving designation and local board certification under the new WIOA.

Effective Date

This directive is effective on the date of its issuance.

REFERENCES

- WIOA (Public Law 113-128) Sections 106 and 107
- *Workforce Investment Act (WIA)* Section 116
- Title 2 *Code of Federal Regulations* (CFR) Chapter I, Chapter II, Part 200, et al., "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;" Final Rule (Uniform Guidance)
- Title 2 CFR Part 2900 et al., "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (Uniform Guidance)
- Title 29 CFR Part 95: "Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations"

The EDD is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities.

- Title 29 CFR Part 97: “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments”
- Title 20 CFR Part 652 et. al: WIA; Final Rules
- *California Unemployment Insurance Code* Section 14202(c)
- Workforce Services Directive WSD12-14, Subject: *Program Year (PY) 2013-17 Local Plans and Board Certification (Biennial and High Performing)* (May 22, 2013)
- WIA Directive WIAD06-10, Subject: *Local Area Nonperformance Policy* (November 14, 2006)
- WIA Directive WIAD02-6, Subject: *Subsequent Designation of Temporary and State Board Recommended Local Areas* (September 18, 2002)
- Workforce Services Information Notice WSIN12-62, Subject: *Late Monthly, Quarterly, Closeout, Audit and Participant Reports* (May 23, 2013)

STATE-IMPOSED REQUIREMENTS

This directive contains some State-imposed requirements. These requirements are indicated by ***bold, italic*** type.

FILING INSTRUCTIONS

This directive finalizes Workforce Services Draft Directive WSDD-111, issued for comment on January 16, 2015. The Workforce Services Division received 61 comments during the draft comment period. These comments resulted in substantive changes to the directive which can be viewed as highlighted text. The highlighted text will remain on the Internet for 30 days from the issuance date. A summary of the comments is provided as Attachment 3. Retain this directive until further notice.

BACKGROUND

The WIOA Sections 106 and 107 provide the criteria for the initial designation of local areas and initial certification of local boards. Specifically, the WIOA Section 106 requires the Governor to designate local areas within the state, while Section 107 requires the Governor to certify one local board for each local area in the state. The California Workforce Investment Board (State Board) and the Employment Development Department (EDD), acting under the authority of the Governor, have established policies and procedures within this directive for the initial designation of local areas and the initial certification of local boards. These policies are intended to provide maximum flexibility to local areas so they may have sufficient time to prepare for and fully comply with the new WIOA requirements for subsequent local area designation and local board recertification.

POLICY AND PROCEDURES

Initial Local Area Designation

As stated in WIOA Section 106, the Governor shall approve a request made for initial designation by any local area if the area did the following during PYs 2012-13 and 2013-14:

- Was designated as a local area under WIA
- Performed successfully
- Sustained fiscal integrity

Initial designation is effective July 1, 2015, through June 30, 2017. Local areas must apply for initial designation using the process included in this directive. Local areas that would like to modify their current geographical boundaries are eligible to apply under their new structure.

Subsequent designation will be effective July 1, 2017. Local areas should be planning and preparing to meet the WIOA requirements for subsequent designation (i.e., perform successfully, sustain fiscal integrity, and in the case of a local area in a planning region, meet the regional planning requirements in WIOA Section 106[c][1]) during the initial designation period. Additionally, local areas should be preparing to meet the new Office of Management and Budget (OMB) and Department of Labor Uniform Guidance in 2 CFR 200 and 2 CFR 2900, which applies to new awards and additional funding (funding increments) to existing awards made after December 26, 2014 (i.e., the youth allocations beginning April 1, 2015, and all subsequent allocations).

Local areas will be expected to develop new services, enter new collaborative partnerships, and/or create innovative workforce development strategies in alignment with WIOA during the initial designation period. The EDD and the State Board will provide technical assistance and guidance to local boards implementing WIOA activities and assess the extent to which local boards are designing a better system for customers. The assessment of local performance goals during the initial designation period will consider the extent to which local boards implement WIOA, and the potential impact on customer outcomes. During local area performance negotiations, the State Board will work with local boards who undertake activities that result in new services, partnerships, and/or service redesign or other WIOA transitional activities to ensure that local areas have the opportunity to set goals that enable them to perform successfully.

Definitions

Performed Successfully - a local area has achieved at least 80 percent of their local performance goal on each performance measure for PYs 2012-13 and 2013-14. (WIOA Section 106[e][1]).

The state has provided the following flexibility to the definition of performed successfully, for purposes of initial local area designation only. This flexibility is in

alignment with WIA Directive [WIA06-10](#) and the local board recertification criteria in Workforce Services Directive [WSD12-14](#).

A local area is still eligible for initial designation if it achieved at least 80 percent of its local performance goal on seven or more of the performance measures during either PY 2012-13 or PY 2013-14. To remain eligible, the local area must attach a Corrective Action and Technical Assistance Plan (as required in WIA Directive WIA06-10) to its initial local area designation and initial local board certification application.

A local area is ineligible for initial designation if it did not achieve at least 80 percent of its local performance goal on two or more performance measures during both PY 2012-13 and 2013-14.

Sustained fiscal integrity – the local area has not been found in violation of one or more of the following during PYs 2012-13 or 2013-14:

- Final determination of significant finding(s) from audits, evaluations, or other reviews conducted by state or local governmental agencies or the Department of Labor identifying issues of fiscal integrity or misexpended funds due to the willful disregard or failure to comply with any WIA requirement, such as failure to grant priority of service or verify participant eligibility.
- Gross Negligence - defined as a conscious and voluntary disregard for the need to use reasonable care, which is likely to cause foreseeable grave injury or harm to persons, property, or both.
- Failure to observe accepted standards of administration. Local areas must have adhered to the applicable uniform administrative requirements set forth in Title 29 CFR Parts 95 and 97, appropriate Office of Management and Budget circulars or rules, WIA regulations, and state guidance. Highlights of these responsibilities include the following:
 - Timely reporting of WIA participant and expenditure data
 - Timely completion and submission of the required annual single audit
 - **Have not been placed on cash hold for longer than 30 days**

(In alignment with WIOA Section 106[e][2])

Existing Local Area – A local area that was designated as a local area under WIA.

Modified Local Area – A local area that is considering local area modification as part of its initial designation application. Examples include the following: two areas proposing to merge into a new combined single local area, various local areas that will be combined in a new single local area, or a local area that will be expanded to include part or parts of another current local area.

effective July 1, 2015, through June 30, 2017. If denied, the local CEO may contest the decision using the appeal process below.

Appeal Process for Initial Designation

A unit of local government (or combination of units) which has requested and been denied initial designation as a local area under WIOA may appeal the denial to the State Board, in accordance with WIOA Section 106.

An entity which has been denied initial designation may appeal the decision and request a hearing. An appeal and request for hearing must be mailed to the State Board within 20 calendar days from the mailing date of the notice of denial of initial designation. The appeal must (1) be in writing and state the grounds for the appeal, and (2) state the reasons why the appellant should be initially designated.

The State Board will contact the appellant to schedule a hearing date within five calendar days of the receipt of the appeal. The State Board will conduct the appeal hearing process and provide a written decision to the appellant no later than five calendar days after the hearing.

Appeal of State Board Decision

A unit or combination of units of general government whose appeal has not resulted in designation as a local area may also appeal the denial to the Department of Labor. (WIOA Section[b][5])

Initial Local Board Certification

The WIOA Section 107 requires the Governor to certify one local board for each local area in the state. Local boards will be initially certified as follows, in order to provide local areas an opportunity to restructure their local boards in accordance with WIOA requirements:

- Local Boards within Existing Local Areas
Complete the [Existing Local Area - Application for Initial Local Area Designation and Initial Local Board Certification Program Year 2015-16](#) (Attachment 1). Note that this application is used for both initial local area designation and initial local board certification.
The existing local board will be automatically initially certified through PY 2015-16 upon approval of initial designation of a local area.
- Local Boards for Local Areas requesting designation as new, modified, Local Areas
Complete the [Modified Local Area - Application for Initial Local Area Designation and Initial Local Board Certification Program Year 2015-16](#) (Attachment 2). Note that this application is used for both initial local area designation and initial local board certification.

The local CEO will be notified in writing by May 10, 2015, regarding the approval or denial of its initial local board certification.

Initial local board certification will be effective July 1, 2015, through June 30, 2016.

Local board recertification will be effective July 1, 2016. Therefore, local boards will be expected to complete all necessary tasks to meet the local board recertification requirements during the initial certification period. These recertification requirements will include the recertification criteria under WIOA (i.e., meet WIOA local board membership requirements, meet or exceed performance requirements, and sustain fiscal integrity), and an assessment of the local board's progress on key WIOA implementation tasks (e.g., new youth service requirements, procurement of one-stop operators unless granted an exemption under WIOA Section 107[g][2]). The assessment of local performance goals during the certification period will consider the extent to which local boards implement WIOA, and the potential impact on local performance levels.

ACTION

Please bring this directive to the attention of the local CEO, local board, and other relevant parties.

INQUIRIES

Contact your assigned [Regional Advisor](#) if you have questions concerning this directive.

/S/ JOSÉ LUIS MÁRQUEZ, Chief
Central Office Workforce Services Division

Attachments are available on the Internet:

1. [Existing Local Area - Application for Initial Local Area Designation and Initial Local Board Certification Program Year 2015-16](#)
2. [Modified Local Area - Application for Initial Local Area Designation and Initial Local Board Certification Program Year 2015-16](#)
3. [Summary of Comments](#)

Existing Local Area

**Application for Initial Local Area Designation
Program Years 2015-17
and
Initial Local Board Certification
Program Year 2015-16**

Local Workforce Investment Area

Golden Sierra Job Training Agency

**Existing Local Area
Application for Initial Local Area Designation
and Initial Local Board Certification**

This application will serve as your request for Local Workforce Development Area (local area) initial designation for Program Years (PYs) 2015-17 and Local Workforce Development Board (local board) initial certification for PY 2015-16 under the Workforce Innovation and Opportunity Act (WIOA).

If the California Workforce Investment Board determines the application is incomplete, it will either be returned or held until the necessary documentation is submitted. Please contact your [Regional Advisor](#) for technical assistance or questions related to completing and submitting this application.

Golden Sierra Job Training Agency

Name of Local Area

1919 Grass Valley Hwy, Suite 100

Mailing Address

Auburn CA 95603

City, State ZIP

March 20, 2015

Date of Submission

Jason Buckingham

Contact Person

(530) 823-4635 ext. 240

Contact Person's Phone Number

Local Area Levels of Performance

Instructions: Enter your local area's negotiated levels of performance and actual levels of performance for PYs 2012-13 and 2013-14.

Performance Table				
Name of Local Area: <u>Golden Sierra Job Training Agency</u>				
Common Measure	Negotiated PY 2012-13	Actual PY 2012-13	Negotiated PY 2013-14	Actual PY 2013-14
Adult				
Entered Employment Rate	70.5%	82.7%	72.5%	77.3%
Employment Retention Rate	80%	91.1%	85%	85.7%
Average Earnings	\$15,000	\$20,605	\$16,750	\$18,442
Dislocated Worker				
Entered Employment Rate	71%	84%	67%	78.1%
Employment Retention Rate	85%	84.6%	87.5%	88.2%
Average Earnings	\$16,000	\$18,896	\$17,900	\$25,652
Youth (ages 14-21)*				
Placement in Employment or Education	72%	68.4%	57%	73.9%
Attainment of a Degree or Certificate	60%	60.5%	48%	77.1%
Literacy and Numeracy Gains	54%	56.7%	30%	57.5%

*Note: For PY 2012-13, each local area's youth performance goals were the same as the State level goals.

Local Board Membership

Current Local Board Membership

Provide a list of individuals currently appointed to the local board and their respective membership category (e.g., business, local education entity, labor organization, community based organization, etc.) in the following chart (Workforce Investment Act [WIA] Section 117).

Or, attach a roster of the current local board which identifies each member's respective membership category.

See attached Roster

Name	Title	Membership Category

Plan for WIOA Local Board Compliance

Identify the actions the local chief elected official (CEO) will take in order to ensure WIOA local board membership compliance by June 30, 2016.

The Golden Sierra Governing Body (Chief Local Elected Official) will provide direction to staff ensuring policies for board composition comply with State and federal law. The parties will develop and approve a recruitment process that identifies and appoints appropriate members as defined by WIOA and in accordance with State criteria that may be established.

Sustained Fiscal Integrity

The local area hereby certifies that it has not been found in violation of one or more of the following during PYs 2012-13 or 2013-14:

- **Final determination of significant finding(s)** from audits, evaluations, or other reviews conducted by State or local governmental agencies or the Department of Labor identifying issues of fiscal integrity or misexpended funds due to the willful disregard or failure to comply with any WIA requirement, such as failure to grant priority of service or verify participant eligibility; or
- **Gross negligence** - defined as a conscious and voluntary disregard of the need to use reasonable care, which is likely to cause foreseeable grave injury or harm to persons, property, or both; or
- **Failure to observe accepted standards of administration.** Local areas must have adhered to the applicable uniform administrative requirements set forth in Title 29 Code of Federal Regulations (CFR) Parts 95 and 97, appropriate Office of Management and Budget circulars or rules, WIA regulations, and State guidance.

Highlights of these responsibilities include:

- Timely reporting of WIA participant and expenditure data
- Timely completion and submission of the required annual single audit
- ***Have not been placed on cash hold for longer than 30 days***

(In alignment with WIOA Section 106[e][2])

Local Area Assurances

Through PY 2016-17, the local area assures that:

- A. It will comply with the applicable uniform administrative requirements, cost principles, and audit requirements included in the appropriate circulars or rules of the Office of Management and Budget (WIOA Section 184[a][2] and [3]).

Highlights of this assurance include:

- The local area's procurement procedures will avoid acquisition of unnecessary or duplicative items, software, and subscriptions (in alignment with Title 2 CFR Section 200.318).
- The local area will maintain and provide accounting and program records, including supporting source documentation, to auditors at all levels, as permitted by law (Title 2 CFR Section 200.508).

Note that failure to comply with the audit requirements specified in Title 2 CFR Part 200 Subpart F will subject the local area to potential cash hold (Title 2 CFR Section 200.338).

- B. All financial reporting will be done in compliance with federal and State regulations and guidance.

Highlights of this assurance include:

- Reporting will be done in compliance with Workforce Services Directive WSD12-3, Quarterly and Monthly Financial Reporting Requirements.
- All close out reports will comply with the policies and procedures listed in Workforce Services Directive WSD09-12, WIA Closeout Handbook.

Note that failure to comply with financial reporting requirements will subject the local area to potential cash hold. (Title 2 CFR Section 200.338)

- C. Funds will be spent in accordance with federal and State laws, regulations, and guidance.

Highlights of this assurance include:

- The local area will meet the requirements of State Senate Bill 734, to spend a minimum of 25 percent of combined total of adult and dislocated worker formula fund allocations on training services (*California Unemployment Insurance Code* Section, 14211).
- The local area will not use funds to assist, promote, or deter union organizing (WIOA Section 181[b][7]).

- D. The local board will select the America's Job Center of CaliforniaSM (AJCC) Operator(s), with the agreement of the local CEO, through a competitive process such as a Request for Proposal (RFP), unless granted a waiver by the state (WIOA Section 121[d][2][A] and 107[g][2]).
- E. The local board will collect, enter, and maintain data related to participant enrollment, activities, and performance necessary to meet all CalJOBSSM reporting requirements and deadlines.
- F. The local board will comply with the nondiscrimination provisions of WIOA Section 188, including the collection of necessary data.
- G. It will comply with State Board policies and guidelines, legislative mandates and/or other special provisions as may be required under federal law or policy, including the WIOA or state legislation.
- H. Priority shall be given to veterans, recipients of public assistance, other low-income individuals, and individuals who are basic skills deficient for receipt of career and training services funded by WIOA Adult funding (WIOA Section 134[c][3][E] and *Training and Employment Guidance Letter 10-09*).

Application Signature Page

Instructions: The local CEO and local board chair must sign and date this form. Include the original signatures in the application package.

By signing the application below, the local CEO and local board chair request initial designation of the existing local area and initial certification of the existing local board. They certify that the local area has performed successfully and sustained fiscal integrity during PYs 2012-13 and 2013-14. Additionally, they agree to abide by the local area assurances included in this application.

Local Workforce Investment Board Chair

Local Chief Elected Official

Signature

Signature

Susan "Tink" Miller

Katherine Rakow

Name

Name

WIB Chair

Governing Body Chair

Title

Title

March 19, 2015

April 8, 2015

Date

Date

**GOLDEN SIERRA JOB TRAINING AGENCY
GOVERNING BODY**

MEMORANDUM

DATE: April 8, 2015
TO: Governing Body (GB)
FROM: Jason Buckingham, GSJTA Executive Director
SUBJ: 2015/2016 Meeting Schedule

Resolution Action Item Information

Approval is requested to establish the 2015/2016 GB meeting schedule.

Current schedule for 2014/2015 is 1st Wednesdays of even months; 10:00 am - 12:00 pm

**GOLDEN SIERRA GOVERNING BODY
GOVERNING BODY**

MEMORANDUM

DATE: April 8, 2015
TO: Governing Body
FROM: Jason Buckingham, GSJTA Executive Director
SUBJ: Approve Governing Body Bylaws

Resolution Action Item Information

Before the board for review and approval are the revised GB bylaws amended to incorporate language appropriate to WIOA and the duties of the Governing Body of the Golden Sierra JPA. At the GB's next meeting following the execution of the Second Amended JPA Agreement the board will ratify or confirm the amended GB Bylaws previously approved.

**BYLAWS OF THE GOVERNING BODY
OF THE
GOLDEN SIERRA ~~JOB TRAINING~~ JOB TRAINING AGENCY**

**ARTICLE I
Name and Principal Office**

Section 1. GOVERNING BODY ESTABLISHED. Pursuant to the provisions of the ~~Golden Sierra Job Training Agency~~ Joint Exercise of Powers Agreement, for Golden Sierra Job Training Agency, as amended (the "Joint Powers Agreement"), there is hereby established the Golden Sierra Job Training Agency Governing Body, hereinafter ~~called~~ the "Governing Body".

."

Section 2. PRINCIPAL OFFICE. The principal office of the Governing ~~body~~ Body shall be that of the Golden Sierra Job Training Agency Administrative Office, ~~11549 F Avenue~~ 1919 Grass Valley Highway, Suite 100, Auburn, CA 95603.

**ARTICLE II
Duties and Authority**

Section 1. DUTIES. The ~~Duties~~ duties of this Governing ~~body~~ Body are those prescribed by the Joint Powers Agreement, as amended, forming ~~this~~ Golden Sierra Job Training Agency ("Agency").

~~3. COMPOSITION.~~ The Governing body shall have five (5) members, as follows:

Section 2. AUTHORITY. The Governing Body is the unit of authority within the Agency. The Governing Body shall act only by ordinance, resolution or motion. The primary responsibility of the Governing Body is the formulation and evaluation of policy. Routine matters concerning the operational aspects of the Agency are to be delegated to professional staff members of the Agency. No individual Member (as defined in Article III below) shall represent the Agency's policy unless said policy has been determined by the Governing Body.

**ARTICLE III
Governing Body Members**

Section 1. COMPOSITION. The Governing Body shall have three (3) members ("Member"), as follows:

a) (a) One member of the Board of Supervisors of Alpine County.

~~b)(b)~~ One member of the Board of Supervisors of El Dorado County.

~~e) One member of the Board of Supervisors of Nevada County.~~

~~d)(c)~~ One member of the Board of Supervisors of Placer County.

~~e) One member of the Board of Supervisors of Sierra County.~~

ALTERNATES. Each ~~member~~Member shall have at least one alternate.

~~Section 2. APPOINTMENT. (“Alternate”). Each Alternate shall have authority to attend, participate, and vote at any meeting of the Governing Body members whenever the regular Governing Body Member, for whom he or she is designated to act as an alternate, is absent from the meeting.~~

~~4.~~Section 3. APPOINTMENT. Governing Body Members and their Alternates shall each be appointed by their respective County Board of Supervisors.

~~5.~~Section 4. TERMS/LENGTH OF SERVICE. Members of the Governing Body and their Alternates shall each serve at the pleasure of their respective County Board of Supervisors.

Section 5. VACANCIES. If there is a vacancy on the Governing Body by reason of death, resignation, removal, lack of qualifications to serve as a Member, or otherwise, then the County Board of Supervisors that appointed the vacating Member shall, in writing to the Secretary, appoint a replacement within sixty (60) days of the vacancy. Until such vacancy is filled, the designated Alternate shall act as the Member. The Member appointed to fill a vacancy shall be appointed for the unexpired term of his or her predecessor in office.

Section 6. RESIGNATION. Any Member may resign at any time by giving written notice of such resignation to the Secretary of the Governing Body. Such resignation shall be effective at the time specified in the notice, and acceptance of such resignation shall not be necessary to make it effective.

~~6.~~Section 7. REMOVAL FROM GOVERNING BODY. A ~~member~~Member of the Governing Body or their Alternate shall be removed at any time by the request of his/ or her respective County Board of Supervisors.

Section 8. COMPENSATION. Unless otherwise compensated by their respective County, Members of the Governing Body shall only receive:

(a) Mileage and meals consistent with the current rates, amounts and policies adopted by the Governing Body, as required, for meetings only.

(b) Travel expenses consistent with the current rates, amounts and policies adopted by the Governing Body, as required, for authorized attendance at employment and training-related conferences or meetings.

ARTICLE IV **Meetings of the Governing Body**

Section 1. PROCEDURAL RULES. The proceedings and procedures of the Governing Body shall be governed by State law, the Joint Powers Agreement, as amended, and these Bylaws.

Section 2. BROWN ACT. All meetings of the Governing Body shall be called, noticed, held, and conducted subject to the provisions of California Government Code section 54950 et seq. ("Brown Act"). All Governing Body meetings are open to the public. Teleconferencing may be utilized as authorized by Section 54953(b) of the Brown Act.

Section 3. REGULAR MEETINGS. The regularly-scheduled meetings of the Governing Body shall be established by the Governing Body by resolution. Meetings shall be held at the Golden Sierra Job Training Agency Administrative Office, 1919 Grass Valley Highway, Suite 100, Auburn, CA unless specifically scheduled elsewhere.

Regular meetings may be cancelled for lack of agenda.

Section 4. SPECIAL MEETINGS.

(a) Calling Special Meetings. Special Governing Body meetings may be called at any time by the Chairperson or a majority of Members of the Governing Body, including meetings held jointly with the Workforce Development Board.

(b) Member Notice of Special Meetings. All Members shall be notified of special Governing Body meetings and of the purpose or purposes for which it is called.

(c) Notice of Special Meetings. Notices of special meetings shall be provided in accordance with the Brown Act. If the special meeting is called less than one week in advance, notice, including the business to be transacted, will be given to the parties that have requested notice of meetings as soon as practical after the meeting is scheduled by telephone during business hours or by hand-delivery of the agenda to the address given in the document requesting notice of meetings.

(d) Agenda for Special Meetings. Only those items of business listed in the call for the special meeting shall be considered by the Governing Body at any special meeting.

Section 5. NOTICE OF REGULAR MEETINGS. Notice of all regular meetings shall be mailed by the Secretary to all Governing Body Members at least seven (7) calendar days prior to the regular meeting date, and the notice shall include an agenda for the meeting. Notice and an agenda must be posted at least 72 hours prior to a regular meeting in conformance with the provisions of the Brown Act. Any person who has requested that a copy of the agenda or agenda packet be mailed to that person shall be mailed the agenda or agenda packet when the agenda is posted or upon distribution to the Governing Body Members, whichever occurs first. The Governing Body may establish a fee for mailing the agenda or agenda packet, but in no event shall the fee exceed the cost of providing the service.

Section 6. ADJOURNED MEETINGS.

(a) Adjournment. Any meeting, whether or not a quorum is present, may be adjourned from time to time by the vote of a majority of the Members present at the meeting. In the absence of a quorum no other business may be transacted at such meeting.

(b) Notice of Adjourned Meetings. When any meeting is adjourned, notice of such adjournment shall be provided as required by Section 54955 of the Brown Act.

Section 7. QUORUM. A majority of the Members of the Governing Body shall constitute a quorum for the transaction of business. Attendance of a Member by teleconference, as authorized by the Brown Act, shall constitute attendance for purposes of determining a quorum. Except as set forth in Section 8 below, no action may be taken by the Governing Body except upon the affirmative vote by a majority of the Members of the Governing Body.

Section 8. VOTING.

(a) Each Governing Body Member shall have one (1) vote.

(b) Votes shall be cast only in person or by teleconference (in the manner authorized by the Brown Act) by Members or their designated Alternate and not by proxy.

(c) A unanimous vote of the Governing Body is required for the matters set forth in the Joint Powers Agreement.

Section 9. MINUTES. The Secretary of the Governing Body shall cause minutes of all meetings of the Governing Body to be prepared, and as soon as possible after each meeting, shall cause a copy of the draft minutes to be forwarded to each Member. A record of the proceedings of all Governing Body meetings shall be maintained by the Secretary at the principal office of the Governing Body.

ARTICLE V
OFFICERS

Section 1. OFFICERS. The officers of the Agency shall be the Chairperson, the Vice Chairperson and the Secretary. The Governing Body may provide for other officers, as it deems necessary for the performance of the business of the Agency.

Section 2. CHAIRPERSON/VICE CHAIRPERSON. A Chairperson and ~~vice~~Vice Chairperson shall be elected by the Governing Body from its membership.

~~7.(a)~~ The Chairperson and Vice Chairperson shall each serve a term of one calendar year, and may succeed themselves if so re-elected.

~~8. PROCEDURAL RULES.~~ The proceedings and procedures of the Governing Body shall be governed by State Law or, in the absence of applicable State Law, by Robert's Rules of Order.

~~9. MEETINGS.~~ The regularly scheduled meeting of the Governing Body shall be established by the Governing Body at their first meeting of each calendar year. Meetings shall be held at the Golden Sierra Administrative Office, 11549 F Avenue, Auburn, CA unless specifically scheduled elsewhere.

~~Regular meetings may be cancelled for lack of agenda. Special Governing Body meetings may be called at any time. All Governing Body meetings are open to the public.~~

~~(b) Notice of all meetings shall be mailed by the Executive Secretary to all~~ The Chairperson shall preside at all meetings of the Governing Body, as authorized by the Governing Body, shall sign all contracts on behalf of the Agency (except to the extent the Executive Director of the Agency is authorized to sign contracts in accordance with the Joint Powers Agreement, as amended), and shall perform such other duties as may be imposed and authorized by the Governing Body. The Chairperson shall determine the order in which agenda items shall be considered for discussion and/or action by the Governing Body.

~~(c) The Vice Chairperson, in the absence of the Chairperson, shall act, sign contracts, perform all of the Chairperson's duties, and shall perform such other duties as may be prescribed by the Governing Body.~~

~~SECRETARY. The Governing Body members at least seven calendar days prior to the regular meeting date, and the notice shall include a tentative agenda for the meeting.~~

~~10. QUORUM VOTE.~~ A majority of the members of shall appoint a Secretary to the Governing Body shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from time to time. No action may be taken by the Governing Body except upon the affirmative vote of not less than three (3)

~~members of the Governing Body. Each Governing Body member shall have one vote. Votes shall be cast only in person by members of their authorized representative and not by proxy.~~

~~Section 3. MINUTES. A record of the proceedings of all Governing Body meetings who shall be maintained by the Executive Director of the Agency.~~

~~(a) The Secretary at the principal office shall be responsible for the preparation of Governing Body meeting minutes and meeting notices and agendas.~~

~~(b) In preparation for each Governing Body meeting, the Secretary shall prepare or cause to be prepared packets of agendas with supporting materials ("Agenda Packet") for each Member, each Alternate, and for the public. A reasonable fee may be charged for copies of the agenda packet distributed to members of the public and news media. The Secretary shall be responsible for timely and accurately preparing and posting the meeting notices and agendas.~~

~~(c) The Secretary shall perform such other duties as may be directed by the Governing Body.~~

~~11-Section 4. VACANCIES. Should a vacancy occur in any office as a result of death, resignation, removal, disqualification, or any other reason, the Governing Body may appoint a successor for said officer for the unexpired term of said office at any meeting of the Governing Body.~~

~~Section 5. REMOVAL AND RESIGNATION. Any officer may be removed, with or without cause, by a majority of the Members at any regular or special meeting of the Governing Body. Any officer may resign at any time by giving written notice to the Governing Body. Any such resignation shall be effective at the time specified in the notice, and acceptance of such resignation shall not be necessary to make it effective. The resignation or termination of the Executive Director of the Agency shall also constitute the removal or resignation of the Executive Director's position as Secretary. The provisions of this section shall be superseded by any conflicting terms of a contract which has been approved or ratified by the Governing Body relating to the employment of any officer of the Governing Body.~~

ARTICLE VI **TREASURER**

~~The Treasurer shall be the Treasurer of the County of Placer in accordance with the Joint Powers Agreement, as amended. Although the Treasurer serves in a capacity similar to the officers set forth in Article V of these Bylaws, the Treasurer is not an officer of the Agency because the Treasurer cannot vacate, be removed from or resign the office in the same manner as the officers.~~

ARTICLE VII
EXECUTIVE DIRECTOR

The Executive Director shall be the chief operating officer of the Agency and responsible for the day-to-day management and operation of the Agency. In addition to the duties set forth in the Joint Powers Agreement, as amended, the Executive Director shall perform such other duties as may be imposed by the Governing Body. The Executive Director shall be responsible for the hiring, firing, promoting and disciplining of the Agency employees, except the Treasurer, legal counsel, consultants and other professional staff retained directly by the Governing Body.

ARTICLE VIII
MISCELLANEOUS

~~12.~~ Section 1. CONFLICT OF INTEREST. Conflict of interest situations by Governing Body ~~members~~Members shall be regulated by State ~~Law~~law and the Agency's currently adopted local conflict of interest code.

~~13.~~ COMPENSATION FISCAL YEAR. Unless ~~otherwise compensated and until changed~~ by their respective County, ~~members~~resolution of the Governing Body shall receive:

a) ~~Mileage and meals at current Placer County rates,~~ the fiscal year is as required, for meetings only.

b) ~~Section 2. Travel expenses at current Placer County rates set forth in the Joint Powers Agreement, as required, for authorized attendance at employment and training-related conferences or meetings~~ amended.

Section 3. ANNUAL ORGANIZATION MEETING. The Governing Body shall hold an annual organization meeting at its regular meeting in December. At this meeting, the Governing Body will elect a Chairperson and Vice Chairperson from among its Members.

Section 4. ANNUAL REPORT AND ANNUAL AUDIT. An annual report and annual audit shall be prepared and distributed in accordance with the Joint Powers Agreement, as amended, and Section 6505 of the California Government Code. In addition to information required by law, such report shall contain a balance sheet as of the end of the most recently completed fiscal year, an income statement, and statement of changes in the financial position for such fiscal year.

Section 5. INSPECTION OF AGENCY RECORDS. All books and records of the Agency shall be open to inspection by the Members in accordance with the Joint Powers Agreement, as amended. Inspection may be made in person or by an

authorized representative of the Member. The right of inspection includes the right to copy and make extracts.

Section 6. CHECKS AND WARRANTS. All checks and warrants for the payment of money, notes or other evidences of indebtedness issued in the name of and payable to the Agency, shall be signed or endorsed by an officer or officers appointed in such manner as, from time to time, shall be determined by the Governing Body.

Section 7. EXECUTION OF CONTRACTS. The Governing Body may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name of an on behalf of the Agency, and such authorization may be general or confined to specific instances except as otherwise provided by these Bylaws. Unless so authorized by the Governing Body, the Joint Powers Agreement, or these Bylaws, no officer, agent, or employee shall have any power or agency to bind the Agency by any contract or engagement, to pledge its credit, or to render it liable for any purpose or in any amount.

Section 8. LEGAL COUNSEL. The Governing Body may retain legal counsel for the Agency as set forth in the Joint Powers Agreement, as amended, and such legal counsel will report to the Governing Body. The Governing Body may determine that it is in the best interests of the Agency to issue a request for proposal for legal services from time to time.

Section 9. AUDITOR-CONTROLLER. The Auditor-Controller shall be the Auditor-Controller of the County of Placer in accordance with the Joint Powers Agreement, as amended

Section 10. HIERARCHY OF DOCUMENTS. In the event of a conflict between these Bylaws and the Joint Powers Agreement, as amended, the Joint Powers Agreement, as amended, shall govern.

Section 11. ADOPTION. Bylaws of the Governing Body were originally adopted in the regular meeting held on March 17, 1983, in Auburn, California by a majority vote of the membership of the Governing Body.

ARTICLE IX **AMENDMENTS-**

14. A written proposal to amend these Bylaws may be submitted to the Governing Body by any ~~member~~Member or the Executive ~~Secretary~~Director, at any meeting. Such proposed amendment shall be approved and effective upon affirmative majority vote of the Members of the Governing Board.

15. ~~ADOPTION. Bylaws of the Governing body were originally adopted in the regular meeting held on March 17, 2983, in Auburn, California by a majority vote of the membership of the Governing Body.~~

Peter W. Huebner,

[NAME], Chairperson
Golden Sierra Governing Body
Amended: October 03, 2001
Amended: _____, 2015

**BYLAWS OF THE GOVERNING BODY
OF THE
GOLDEN SIERRA JOB TRAINING AGENCY**

**ARTICLE I
Name and Principal Office**

Section 1. GOVERNING BODY ESTABLISHED. Pursuant to the provisions of the Joint Exercise of Powers Agreement for Golden Sierra Job Training Agency, as amended (the "Joint Powers Agreement"), there is hereby established the Golden Sierra Job Training Agency Governing Body, hereinafter called the "Governing Body."

Section 2. PRINCIPAL OFFICE. The principal office of the Governing Body shall be that of the Golden Sierra Job Training Agency Administrative Office, 1919 Grass Valley Highway, Suite 100, Auburn, CA 95603.

**ARTICLE II
Duties and Authority**

Section 1. DUTIES. The duties of this Governing Body are those prescribed by the Joint Powers Agreement, as amended, forming Golden Sierra Job Training Agency ("Agency").

Section 2. AUTHORITY. The Governing Body is the unit of authority within the Agency. The Governing Body shall act only by ordinance, resolution or motion. The primary responsibility of the Governing Body is the formulation and evaluation of policy. Routine matters concerning the operational aspects of the Agency are to be delegated to professional staff members of the Agency. No individual Member (as defined in Article III below) shall represent the Agency's policy unless said policy has been determined by the Governing Body.

**ARTICLE III
Governing Body Members**

Section 1. COMPOSITION. The Governing Body shall have three (3) members ("Member"), as follows:

- (a) One member of the Board of Supervisors of Alpine County.
- (b) One member of the Board of Supervisors of El Dorado County.
- (c) One member of the Board of Supervisors of Placer County.

Section 2. ALTERNATES. Each Member shall have at least one alternate ("Alternate"). Each Alternate shall have authority to attend, participate, and vote at any

meeting of the Governing Body whenever the regular Governing Body Member, for whom he or she is designated to act as an alternate, is absent from the meeting.

Section 3. APPOINTMENT. Governing Body Members and their Alternates shall each be appointed by their respective County Board of Supervisors.

Section 4. TERMS/LENGTH OF SERVICE. Members of the Governing Body and their Alternates shall each serve at the pleasure of their respective County Board of Supervisors.

Section 5. VACANCIES. If there is a vacancy on the Governing Body by reason of death, resignation, removal, lack of qualifications to serve as a Member, or otherwise, then the County Board of Supervisors that appointed the vacating Member shall, in writing to the Secretary, appoint a replacement within sixty (60) days of the vacancy. Until such vacancy is filled, the designated Alternate shall act as the Member. The Member appointed to fill a vacancy shall be appointed for the unexpired term of his or her predecessor in office.

Section 6. RESIGNATION. Any Member may resign at any time by giving written notice of such resignation to the Secretary of the Governing Body. Such resignation shall be effective at the time specified in the notice, and acceptance of such resignation shall not be necessary to make it effective.

Section 7. REMOVAL FROM GOVERNING BODY. A Member of the Governing Body or their Alternate shall be removed at any time by the request of his or her respective County Board of Supervisors.

Section 8. COMPENSATION. Unless otherwise compensated by their respective County, Members of the Governing Body shall only receive:

(a) Mileage and meals consistent with the current rates, amounts and policies adopted by the Governing Body, as required, for meetings only.

(b) Travel expenses consistent with the current rates, amounts and policies adopted by the Governing Body, as required, for authorized attendance at employment and training-related conferences or meetings.

ARTICLE IV **Meetings of the Governing Body**

Section 1. PROCEDURAL RULES. The proceedings and procedures of the Governing Body shall be governed by State law, the Joint Powers Agreement, as amended, and these Bylaws.

Section 2. BROWN ACT. All meetings of the Governing Body shall be called, noticed, held, and conducted subject to the provisions of California Government Code section 54950 *et seq.* ("Brown Act"). All Governing Body meetings are open to the

public. Teleconferencing may be utilized as authorized by Section 54953(b) of the Brown Act.

Section 3. REGULAR MEETINGS. The regularly-scheduled meetings of the Governing Body shall be established by the Governing Body by resolution. Meetings shall be held at the Golden Sierra Job Training Agency Administrative Office, 1919 Grass Valley Highway, Suite 100, Auburn, CA unless specifically scheduled elsewhere.

Regular meetings may be cancelled for lack of agenda.

Section 4. SPECIAL MEETINGS.

(a) Calling Special Meetings. Special Governing Body meetings may be called at any time by the Chairperson or a majority of Members of the Governing Body, including meetings held jointly with the Workforce Development Board.

(b) Member Notice of Special Meetings. All Members shall be notified of special Governing Body meetings and of the purpose or purposes for which it is called.

(c) Notice of Special Meetings. Notices of special meetings shall be provided in accordance with the Brown Act. If the special meeting is called less than one week in advance, notice, including the business to be transacted, will be given to the parties that have requested notice of meetings as soon as practical after the meeting is scheduled by telephone during business hours or by hand-delivery of the agenda to the address given in the document requesting notice of meetings.

(d) Agenda for Special Meetings. Only those items of business listed in the call for the special meeting shall be considered by the Governing Body at any special meeting.

Section 5. NOTICE OF REGULAR MEETINGS. Notice of all regular meetings shall be mailed by the Secretary to all Governing Body Members at least seven (7) calendar days prior to the regular meeting date, and the notice shall include an agenda for the meeting. Notice and an agenda must be posted at least 72 hours prior to a regular meeting in conformance with the provisions of the Brown Act. Any person who has requested that a copy of the agenda or agenda packet be mailed to that person shall be mailed the agenda or agenda packet when the agenda is posted or upon distribution to the Governing Body Members, whichever occurs first. The Governing Body may establish a fee for mailing the agenda or agenda packet, but in no event shall the fee exceed the cost of providing the service.

Section 6. ADJOURNED MEETINGS.

(a) Adjournment. Any meeting, whether or not a quorum is present, may be adjourned from time to time by the vote of a majority of the Members present at

the meeting. In the absence of a quorum no other business may be transacted at such meeting.

(b) Notice of Adjourned Meetings. When any meeting is adjourned, notice of such adjournment shall be provided as required by Section 54955 of the Brown Act.

Section 7. QUORUM. A majority of the Members of the Governing Body shall constitute a quorum for the transaction of business. Attendance of a Member by teleconference, as authorized by the Brown Act, shall constitute attendance for purposes of determining a quorum. Except as set forth in Section 8 below, no action may be taken by the Governing Body except upon the affirmative vote by a majority of the Members of the Governing Body.

Section 8. VOTING.

(a) Each Governing Body Member shall have one (1) vote.

(b) Votes shall be cast only in person or by teleconference (in the manner authorized by the Brown Act) by Members or their designated Alternate and not by proxy.

(c) A unanimous vote of the Governing Body is required for the matters set forth in the Joint Powers Agreement.

Section 9. MINUTES. The Secretary of the Governing Body shall cause minutes of all meetings of the Governing Body to be prepared, and as soon as possible after each meeting, shall cause a copy of the draft minutes to be forwarded to each Member. A record of the proceedings of all Governing Body meetings shall be maintained by the Secretary at the principal office of the Governing Body.

ARTICLE V **OFFICERS**

Section 1. OFFICERS. The officers of the Agency shall be the Chairperson, the Vice Chairperson and the Secretary. The Governing Body may provide for other officers, as it deems necessary for the performance of the business of the Agency.

Section 2. CHAIRPERSON/VICE CHAIRPERSON. A Chairperson and Vice Chairperson shall be elected by the Governing Body from its membership.

(a) The Chairperson and Vice Chairperson shall each serve a term of one calendar year, and may succeed themselves if so re-elected.

(b) The Chairperson shall preside at all meetings of the Governing Body, as authorized by the Governing Body, shall sign all contracts on behalf of the Agency (except to the extent the Executive Director of the Agency is authorized to sign contracts in accordance with the Joint Powers Agreement, as amended), and shall

perform such other duties as may be imposed and authorized by the Governing Body. The Chairperson shall determine the order in which agenda items shall be considered for discussion and/or action by the Governing Body.

(c) The Vice Chairperson, in the absence of the Chairperson, shall act, sign contracts, perform all of the Chairperson's duties, and shall perform such other duties as may be prescribed by the Governing Body.

Section 3. SECRETARY. The Governing Body shall appoint a Secretary to the Governing Body who shall be the Executive Director of the Agency.

(a) The Secretary shall be responsible for the preparation of Governing Body meeting minutes and meeting notices and agendas.

(b) In preparation for each Governing Body meeting, the Secretary shall prepare or cause to be prepared packets of agendas with supporting materials ("Agenda Packet") for each Member, each Alternate, and for the public. A reasonable fee may be charged for copies of the agenda packet distributed to members of the public and news media. The Secretary shall be responsible for timely and accurately preparing and posting the meeting notices and agendas.

(c) The Secretary shall perform such other duties as may be directed by the Governing Body.

Section 4. VACANCIES. Should a vacancy occur in any office as a result of death, resignation, removal, disqualification, or any other reason, the Governing Body may appoint a successor for said officer for the unexpired term of said office at any meeting of the Governing Body.

Section 5. REMOVAL AND RESIGNATION. Any officer may be removed, with or without cause, by a majority of the Members at any regular or special meeting of the Governing Body. Any officer may resign at any time by giving written notice to the Governing Body. Any such resignation shall be effective at the time specified in the notice, and acceptance of such resignation shall not be necessary to make it effective. The resignation or termination of the Executive Director of the Agency shall also constitute the removal or resignation of the Executive Director's position as Secretary. The provisions of this section shall be superseded by any conflicting terms of a contract which has been approved or ratified by the Governing Body relating to the employment of any officer of the Governing Body.

ARTICLE VI **TREASURER**

The Treasurer shall be the Treasurer of the County of Placer in accordance with the Joint Powers Agreement, as amended. Although the Treasurer serves in a capacity similar to the officers set forth in Article V of these Bylaws, the Treasurer is not an officer of the Agency because the Treasurer cannot vacate, be removed from or resign the office in the same manner as the officers.

ARTICLE VII
EXECUTIVE DIRECTOR

The Executive Director shall be the chief operating officer of the Agency and responsible for the day-to-day management and operation of the Agency. In addition to the duties set forth in the Joint Powers Agreement, as amended, the Executive Director shall perform such other duties as may be imposed by the Governing Body. The Executive Director shall be responsible for the hiring, firing, promoting and disciplining of the Agency employees, except the Treasurer, legal counsel, consultants and other professional staff retained directly by the Governing Body.

ARTICLE VIII
MISCELLANEOUS

Section 1. CONFLICT OF INTEREST. Conflict of interest situations by Governing Body Members shall be regulated by State law and the Agency's currently adopted local conflict of interest code.

Section 2. FISCAL YEAR. Unless and until changed by resolution of the Governing Body, the fiscal year is as set forth in the Joint Powers Agreement, as amended.

Section 3. ANNUAL ORGANIZATION MEETING. The Governing Body shall hold an annual organization meeting at its regular meeting in December. At this meeting, the Governing Body will elect a Chairperson and Vice Chairperson from among its Members.

Section 4. ANNUAL REPORT AND ANNUAL AUDIT. An annual report and annual audit shall be prepared and distributed in accordance with the Joint Powers Agreement, as amended, and Section 6505 of the California Government Code. In addition to information required by law, such report shall contain a balance sheet as of the end of the most recently completed fiscal year, an income statement, and statement of changes in the financial position for such fiscal year.

Section 5. INSPECTION OF AGENCY RECORDS. All books and records of the Agency shall be open to inspection by the Members in accordance with the Joint Powers Agreement, as amended. Inspection may be made in person or by an authorized representative of the Member. The right of inspection includes the right to copy and make extracts.

Section 6. CHECKS AND WARRANTS. All checks and warrants for the payment of money, notes or other evidences of indebtedness issued in the name of and payable to the Agency, shall be signed or endorsed by an officer or officers appointed in such manner as, from time to time, shall be determined by the Governing Body.

Section 7. EXECUTION OF CONTRACTS. The Governing Body may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name of an on behalf of the Agency, and such authorization may

be general or confined to specific instances except as otherwise provided by these Bylaws. Unless so authorized by the Governing Body, the Joint Powers Agreement, or these Bylaws, no officer, agent, or employee shall have any power or agency to bind the Agency by any contract or engagement, to pledge its credit, or to render it liable for any purpose or in any amount.

Section 8. LEGAL COUNSEL. The Governing Body may retain legal counsel for the Agency as set forth in the Joint Powers Agreement, as amended, and such legal counsel will report to the Governing Body. The Governing Body may determine that it is in the best interests of the Agency to issue a request for proposal for legal services from time to time.

Section 9. AUDITOR-CONTROLLER. The Auditor-Controller shall be the Auditor-Controller of the County of Placer in accordance with the Joint Powers Agreement, as amended

Section 10. HIERARCHY OF DOCUMENTS. In the event of a conflict between these Bylaws and the Joint Powers Agreement, as amended, the Joint Powers Agreement, as amended, shall govern.

Section 11. ADOPTION. Bylaws of the Governing Body were originally adopted in the regular meeting held on March 17, 1983, in Auburn, California by a majority vote of the membership of the Governing Body.

ARTICLE IX **AMENDMENTS**

A written proposal to amend these Bylaws may be submitted to the Governing Body by any Member or the Executive Director, at any meeting. Such proposed amendment shall be approved and effective upon affirmative majority vote of the Members of the Governing Board.

[NAME], Chairperson
Golden Sierra Governing Body
Amended: October 03, 2001
Amended: _____, 2015

**GOLDEN SIERRA GOVERNING BODY
GOVERNING BODY**

MEMORANDUM

DATE: April 8, 2015
TO: Governing Body
FROM: Jason Buckingham, GSJTA Executive Director
SUBJ: Joint Powers Agreement (JPA)

Resolution Action Item Information

Before the board for review is the Second Amended and Restated Joint Powers Agreement (JPA). Attached for your review and comments is the current draft of the agreement, entitled "Second Amended and Restated Joint Exercise of Powers Agreement for Golden Sierra Job Training Agency" ("Agreement"), along with a redline to the First Amended and Restated Joint Exercise of Powers Agreement currently in effect.

Highlights include:

- (1) amend the document to reflect the change from five member counties to three member counties,
- (2) conform to the recently passed federal Workforce Innovation and Opportunity Act of 2014, and
- (3) modify the document to conform to laws relating to the joint exercise of powers

~~FIRST~~**SECOND** AMENDED AND RESTATED
JOINT EXERCISE OF POWERS AGREEMENT
FOR
GOLDEN SIERRA JOB TRAINING AGENCY

THIS SECOND AMENDED AND RESTATED AGREEMENT, ~~updated and amended September 7, 2005, is~~ (hereafter “Agreement”) is made by and between the Counties of ALPINE, EL DORADO, and PLACER, political subdivisions of the State of California, and updates and amends the former First Amended and Restated Joint Exercise of Powers Agreement for Golden Sierra Job Training Agency which was by and between the Counties of ALPINE, EL DORADO, NEVADA, PLACER and SIERRA, ~~political subdivisions of the State of California.~~ This Agreement shall be the Joint Exercise of Powers Agreement for the Golden Sierra Job Training Agency.

WITNESSETH:

RECITALS:

- A. The Congress of the United States has set full employment as a national goal and provides funds by grant and contract to States (or substate areas) through various federal, state and local workforce development legislation. States may then establish ~~service delivery areas~~local workforce development areas (formerly referred to as “local workforce investment areas”; hereafter “LWDA”), with an appropriate administrative body to provide programs to help achieve this goal.
- B. These funds and programs can achieve the most effective results if the ~~five~~three local government entities involved herein coordinate their efforts and provide services that are designed to meet the needs of ~~the~~their regional labor market area.
- C. The U.S. Department of Labor has designated governmental entities with designated populations or contiguous multi-jurisdictional consortia with designated population as eligible to be ~~service delivery areas~~LWDAs.
- D. The Department of Labor encourages contiguous units of local government to form consortia to plan and manage employment and training programs covering whole labor market areas within their jurisdiction.
- E. The ~~Board~~Boards of Supervisors of Alpine, El Dorado, ~~Nevada,~~and Placer ~~and Sierra~~ Counties (hereafter “the Boards of Supervisors” or “the Counties”) wish to ~~develop~~continue to provide the most effective demand-driven, workforce development program to deal with the needs of businesses ~~and,~~ to work with unemployment and underemployment problems of residents of the ~~five~~three counties, and ~~they~~ have determined that such problems can best be resolved and such funds may be best administered by the Golden Sierra Job Training Agency.
- ~~F. — It is acknowledged by all parties that as of July 1, 2006, Sierra County will withdraw from this consortium and join the NoRTEC Consortium.~~

Section 1. Authority for ~~this Joint Exercise of Powers Agreement~~

This Agreement is made pursuant to Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (commencing with Section 6500) relating to the joint exercise of power common to the counties and public agencies. The Counties are each empowered by the laws of the State of California to exercise, in their respective jurisdictions, the powers which will be jointly exercised as hereinafter set forth.

Section 2. Power Exercised; Purpose of Agreement

The power to be exercised is the development and implementation of a public and private employers' workforce development and job training program under which local employment needs and goals will be determined, and training and employment programs will be planned, developed, and administered. The purpose of this Agreement is to create a separate public entity which hereby is authorized to perform all powers and functions set out in this Agreement, including all powers relating to workforce development granted to local governments under the Workforce ~~Investment Act of 1998 (WIA) (29 U.S.C. §2801).~~

Innovation and Opportunity Act of 2014, 29 U.S.C. § 3101 et seq. (which supersedes the Workforce Investment Act of 1998, 29 U.S.C. § 2801 et seq.), as may be amended from time to time, and its subsequent regulations (hereafter "WIOA"). There is hereby created a public entity, separate and apart from the parties hereto, to be known as the Golden Sierra Job Training Agency (hereinafter "Golden Sierra" or "Agency"), ~~the Agency~~). Golden Sierra shall administer this Agreement.

Section 3. ~~Debts, Liabilities and Obligations~~

~~The debts, liabilities and obligations of the Agency shall not, under any circumstances, constitute debts, liabilities or obligations incurred by any party under this Agreement. Should any debt, liability or obligation of the Agency not be waived or allowed payable through assets of the Agency, the counties shall each not be liable, except as provided by Government Code sections 895 through 895.8.~~

Section 4. ~~Insurance~~

~~During the term of this Agreement, the Agency shall maintain general liability insurance coverage, as well as errors and omissions insurance, in a sum not less than \$1 million per occurrence. The insurance shall also contain a written endorsement to such policy or policies and the naming of each member county as an additional insured.~~

Section 5. ~~Golden Sierra shall exercise the powers set forth herein in the same manner as such powers may be exercised by Placer County.~~

Section 3. ~~Term~~

This Agreement shall become effective upon execution by all of the parties hereto (the "Effective Date") and shall continue in full force and effect until terminated in the manner ~~hereafter provided.~~

~~Section 6.~~ herein provided. Upon the Effective Date, the prior First Amended and Restated Joint Exercise of Powers Agreement shall be of no further force and effect except to the extent that there may be unresolved liabilities as and between the parties to that former agreement.

~~The Agency~~ Section 4. Jurisdictional Boundaries

The jurisdictional boundaries of Golden Sierra are conterminous with the boundaries of the three member counties.

Section 5. Powers

Golden Sierra shall have the power to develop and implement a comprehensive workforce development program within the ~~Labor Market Areas~~ labor market areas of the Counties ~~of Alpine, El Dorado, Nevada, Placer and Sierra~~ under which local employment needs and goals will be determined with the assistance of the member county input, and training and employment programs will be planned, conducted and evaluated.

~~The Agency~~ Golden Sierra is hereby authorized, in its own name, to do all acts necessary for the exercise of said power, including, but not limited to, any or all of the following:

- A. Act as grant recipient, fiscal agent and administrative entity for the ~~above-mentioned five (5) county~~ Counties' Workforce ~~Investment~~ Development Area. ~~The Agency~~ Golden Sierra may negotiate with, apply, for, contract for and receive monies from federal, ~~state~~ State, county, city, and special district governments and other public and private entities and agencies to carry out its purpose, and shall disburse and account for funds so received.
- B. Allocate all funds ~~granted to the Agency by formula to each member county using an identical fund allocation formula;~~
- C. ~~Allocate that all, including~~ discretionary and special purpose funds, received by ~~the Agency shall be allocated~~ Golden Sierra as equitably as practicable, based upon the applicable terms of the funding application, fund source requirements, Agency policy, or vote of the ~~Governing Board~~ governing body of Golden Sierra (hereafter "Governing Body"), as described in Section 6 (Governing Body) of this Agreement.
- ~~DC.~~ Study and access the characteristics of the labor market area and determine training and employment needs in the ~~five~~ three-county area.
- ~~ED.~~ Develop labor market information from the Federal Census, State of California reports, and from other sources,
- ~~FE.~~ Develop, in conjunction with the Workforce ~~Development Board (formerly referred to as "Workforce Investment Board,";~~ hereafter "WDB"), a job training plan, which shall include, without limitation, local training and employment goals, programs and program priorities, and a budget.

- ~~GF.~~ Act as ~~service delivery area~~the LWDA for all programs and funds accepted by ~~the Agency~~Golden Sierra under contract with or grant by the Department of Labor, State of California, or any other public or private agency, and perform such functions as are required of ~~service delivery areas~~LWDAs by the grantor-~~(s)~~.
- ~~HG.~~ Cooperate and continue to develop a partnership with public and private agencies which ~~provides~~provide training and employment services within the counties of Alpine, El-Dorado, ~~Nevada, and~~ Placer ~~and Sierra~~, including, without limitation: the State Employment Development Department, the State Department of Education, the County Offices of Education, economic development entities, the Health and Human Services Departments, Rehabilitation Services Administration, and their successors.
- ~~HI.~~ Operate ~~or~~, conduct ~~or~~, administer or supervise within the boundaries of the Counties of Alpine, El Dorado, ~~Nevada, and~~ Placer ~~and Sierra~~, employment and training programs which ~~the Agency~~Golden Sierra has accepted from Federal, State, and other local governments, and from private agencies and persons.
- ~~IJ.~~ Work with ~~Operators designed~~providers designated by the ~~WIBWDB~~ and Governing ~~Board~~Body to provide (1) employment and training programs and services, (2) services to adult, youth, and dislocated workers, (3) rapid response services, and (4) business services as authorized by the WIOA, including, without being limited to, the following:
- ~~1. Labor~~1. Workforce development services such as work readiness, basic skills remediation, labor market research, intake (including outreach and recruitment, orientation, assessment, coaching and counseling); direct job entry services (including job development, placement and follow-up); supportive services (including transportation, relocation, child care and family counseling); occupational and other classroom training; public and private on-the-job training; job search activities; transitional and work experience subsidized employment; one-stop career center services for job seekers and business; free and fee-based human resource services such as referral for hire, recruiting and screening job applicants; assistance for employers in removing barriers to employment and advancement; and other such programs as ~~the Agency~~Golden Sierra may adopt.
- ~~KJ.~~ Allocate funds to, and expend funds for, various local employment and training programs and subcontractors based on the needs of the local communities. Any ~~over and under allocations by county is~~unspent allocation of funds awarded to a subcontractor may be rolled forward to that county'sreallocated as determined by the Governing Body in accordance with the terms of the funding ~~percentage to the subsequent fiscal year~~or other applicable rules and restrictions.
- ~~LK.~~ Monitor, evaluate and take corrective action concerning performance specified in any agreement, and contracts or agreements pursuant theretointo which Golden

Sierra has entered.

- ML. Establish performance objectives for subcontractors and evaluate the effectiveness of individual programs.
- NM. Maintain financial and statistical records to satisfy federal, State, and other laws and regulations, and provide necessary information for effective program management.
- ON. Adopt, promulgate and enforce such bylaws, rules and regulations as ~~the Agency~~Golden Sierra deems necessary for operation ~~of the Agency~~ and ~~its staff,~~management of Golden Sierra and implementation of the ~~program~~programs.
- ~~P.~~MakeO. Develop and enter into contracts; employ agents and employees; acquire, lease, rent, construct, manage, maintain, hold or dispose of property, real or personal, including buildings, works improvements, equipment, material and supplies.
- OP. Provide collaborative leadership for ~~five~~three-county area-wide training and employment ~~process~~processes; design training and employment programs which will respond to local county needs and goals, including the needs of businesses, employers, and public agencies responsible for implementing employment goals for public assistance recipients.
- RQ. The Governing ~~Board in conjunction~~Body, with input from the ~~WIF, per §117(3)(a) of the WIA, established~~WDB, shall review, revise and adopt an annual budget, ~~which shall be in a format acceptable pursuant to the Governing Board and WIB-29 U.S.C. § 3122(d)(12).~~
- SR. Incur debts, liabilities, or obligations.
- TS. Sue or be sued in its own name.

Section 76. Governing Body

- A. Membership. The Governing Body of ~~the Agency~~Golden Sierra shall consist of ~~five~~(~~5~~three (3)) members, as follows:
 1. One member of the Board of Supervisors of the County of Alpine.
 2. One member of the Board of Supervisors of the County of El Dorado.
 3. One member of the Board of Supervisors of the County of ~~Nevada~~Placer.
 - ~~4. One member of the Board of Supervisors of the County of Placer.~~
 - ~~5. One member of the Board of Supervisors of the County of Sierra.~~

Each of the ~~five~~ Boards of Supervisors from the three member Counties shall respectively appoint such Governing Body ~~members from their respective bodies,~~ member and not less than one alternate ~~for each respective member,~~ from its

Board of Supervisors. Each of the ~~five members~~three members and any alternate shall serve at the pleasure of and in the same manner determined by the appointing ~~body; the~~Board of Supervisors. The term of office of ~~such~~each Governing Body member and alternate may be terminated at any time by the appointing ~~body~~Board of Supervisors.

The designated alternate shall have authority to attend, participate in, and vote at any meeting of the Governing Body whenever the regular member, ~~to~~for whom ~~they are designed~~he or she is designated to act as an alternate, is absent from the meeting.

As required by 29 U.S.C. § 3122(c)(1)(B), any reference in the WIOA to the “chief elected official in a local area,” shall be a reference to the Governing Body of Golden Sierra.

B. Quorum. The majority of the members of the Governing Body (~~three members~~) shall constitute a quorum.

~~C. Voting. The Governing Body should seek to achieve broad base consensus on all decisions to encourage collaboration and cooperation between the member Counties.~~

~~1. Each county will have one vote. Votes shall be cast only in person, or by teleconference in accordance with California Government Code section 54950 et seq. (hereafter the “Brown Act”). There shall be no voting by proxy.~~

~~2. No action may be taken by the Governing Body unless a quorum is present and there is an affirmative vote by a majority of those votes present the Governing Body members, except that less than a quorum may adjourn a meeting from time to time. However, a unanimous vote of the entire Governing Body shall be required to do the following:~~

~~C. Voting. The Governing Body should seek to achieve broad base consensus on all majority decisions to encourage collaboration and cooperation between the member counties.~~

~~1. Each county will have one vote. Votes shall be cast only in person, or by teleconference, in accordance with the “Brown Act,” and not be proxy.~~

~~(a) Enter into any agreement or arrangement which shall create liability or debt solely as between the members of or parties to the Agreement, including but not limited to those set forth in Government Code section 6504;~~

~~(b) Potentially create any disproportionate expenses, liability or obligations for one or more members or parties to this Agreement due to the withdrawal of any other party.~~

- D. Chairperson. The Chairperson and Vice Chairperson of the Governing Body shall be selected by the Governing Body from its members. The term of office of the Chairperson and Vice Chairperson shall each be one calendar year.
- E. Secretary. The Governing Body shall appoint a Secretary to the Governing Body who shall be the Executive Director of ~~the Administrative Staff~~Golden Sierra.
- F. Meetings. All meetings of the Governing Body shall be held subject to the provisions of the Brown Act.
- G. Bylaws. The Governing Body shall adopt bylaws for the conduct of business which shall not be inconsistent with the provisions of ~~the~~this Agreement, the laws of the State of California and the WIOA.
- H. Goals. The dual goals of ~~the Agency~~Golden Sierra shall be:
1. To assist the residents of Alpine, El Dorado, ~~Nevada, and~~ Placer ~~and Sierra counties~~Counties to obtain, hold, and advance in jobs which pay salaries commensurate with their abilities and needs; and
 2. To ~~assume~~work to assure that a skilled workforce is available in the ~~five~~three county area to meet the needs of ~~the~~ public and private employers conducting operations in ~~such~~this area.
 3. To assist businesses and employers in planning sector strategies that meet employment and training needs and with services including, but not limited to, layoff aversion, workforce recruitment, workforce retention, and workforce expansion.

Section 87. Executive Director and Other ~~Administrative Staff~~

- A. The Governing Body shall be assisted by an Executive Director who shall be appointed by the Governing Body and shall serve at the pleasure of the Governing Body ~~and at a compensation determined thereby~~.
- B. The Governing ~~Board may appoint or contract for the services of an independent monitor to review said programs operated by the Agency and to report to the Governing Body~~.
- ~~C. All staff~~ Body shall ~~have employees of the Agency and shall be hired by the hire the Golden Sierra~~ Executive Director:
- ~~D. , who shall at all times be an employee of Golden Sierra. The Executive Director of the Agency is hereby designated as the person who shall have charge of, handle and have access to any property of the Agency. shall in turn hire and supervise all Golden Sierra employees. The Agency's insurance policies shall include sufficient coverage for employee dishonesty. Governing Body authorizes the Executive Director to provide staff support to the WDB.~~

- C. The Governing Body delegates contract approval function, including authority to enter into contracts, to Golden Sierra's Executive Director for contracts at or below a threshold amount and that are consistent with the purposes of this Agreement. Such threshold amount shall be established by way of a resolution adopted by the Governing Body. Such resolution shall provide that contracts above the threshold amount must be reviewed and approved by the Governing Body prior to execution. Such resolution may provide that the Governing Body may appropriate funds to be approved as a line item on the budget, and may separately authorize the Executive Director to approve and enter into contracts for specified goods or services consistent with the amounts appropriated.
- D. The Governing Body may appoint or contract for the services of an independent monitor to review programs operated by Golden Sierra and to report to the Governing Body.
- E. The Governing Body may appoint or contract for the services of legal counsel who shall serve at the pleasure of the Governing Body.

Section 9. ~~Auditor-Controller~~8. Treasurer

The ~~Auditor-Controller~~Treasurer of the County of Placer shall be the ~~Auditor-Controller~~Treasurer of ~~the Agency~~Golden Sierra.

The Placer County ~~Auditor-Controller~~Treasurer shall be the depository and have custody of all monies received by ~~the Agency~~Golden Sierra, and the ~~Auditor-Controller~~Treasurer shall:

- A. Receive and receipt all ~~said money funds~~ of ~~the Agency~~Golden Sierra and place ~~it~~them in the Treasury of the County of Placer to the credit of ~~the Agency~~Golden Sierra.
- B. Be responsible upon his or her official bond for safekeeping and disbursement of all money of ~~the Agency~~Golden Sierra so held.
- C. Pay, when due, out of ~~said money of the Agency~~Golden Sierra funds so held ~~by him or her~~, all sums payable on outstanding bonds and coupons of Golden Sierra.
- D. Pay, when due, out of Golden Sierra funds so held, all sums due from Agency money, Golden Sierra only upon warrants of, ~~or checks issued by, said the public officer performing the functions of auditor or controller as identified in Section 9 (Auditor-Controller) of this Agreement.~~
- E. Verify and report in writing on the first day of July, October, January, and April of each year to Golden Sierra and to the Counties the amount of money held in the Treasury of the County of Placer for Golden Sierra, the amount of receipts since the last report, and the amount paid out since the last report.

Section 9. Auditor-Controller

C. All meetings of the Governing Body and joint meetings with the WDB shall be called, held, noticed and conducted subject to the provisions of the Brown Act.

Section 13. Contractor and One-Stop Operator Selection

The WDB, with the agreement of the Governing Body, shall jointly select and may terminate for cause one-stop operators, consistent with 29 U.S.C. § 3122(d)(10).

Section 14. Fiscal Year; Annual Budget; Funds and Accounts

A. Fiscal Year. For the purposes of this Agreement, Golden Sierra shall have such fiscal year from July 1 to and including the following June 30.

B. Annual Budget. An annual budget shall be prepared by the Executive Director and presented to the Governing Body for its adoption or amendment, pursuant to the power set forth at Section 5.Q (Powers) above, not later than the beginning of each fiscal year. The budget shall establish rates, capital expenditures, and charges to be paid for operation and maintenance activities and such other matters as shall be determined by the Governing Body.

C. Funds and Accounts. Golden Sierra shall establish and maintain such funds and accounts as may be required by the WIOA, other applicable laws, the Governmental Accounting Standards Board (GASB), good accounting practice, this Agreement, and any provision of any resolution of Golden Sierra.

Section 15. Records and Reports; Audit

The Governing Body shall establish reporting requirements and direct staff to maintain such reports ~~including, but not limited to, funds and accounts as may be required by good accounting practice or by law.~~ All books and records of ~~the Agency~~Golden Sierra shall be open to inspection at all reasonable times by any party to this Agreement or its representatives. Annual audits of ~~the Agency's~~Golden Sierra's accounts and records shall be made by an independent CPA firm, and reports shall be filed in the manner provided in Section 6505 of the Government Code.

~~Section 11. Workforce Investment Board~~ 16. Debts, Liabilities and Obligations

~~a) The Governing Board shall appoint a Workforce Investment Board (WIB) pursuant to federal and State of California requirements specific to the Workforce Investment Act and where applicable to its successor Act. Each county shall have appointments of private sector members of the WIB in relation to their proportion of the total population of the consortium but in no event have less than one appointment. All appointments for WIB seats other than private sector shall be made by the entire Governing Board. The Governing Board is committed to having no less than sixty percent (60%) of the WIB membership from the private sector as long as this meets the requirements of the Workforce Investment Act and its successor programs and subsequent regulations.~~

- ~~— The WIB shall be vested with such powers granted to them by the Workforce Investment Act of 1998 (WIA), 29 U.S.C. §2801, and its successor programs and subsequent regulations. Meetings of the Board shall be held in compliance with the “Brown Act.”~~
- b) ~~— The Governing Board shall, in consultation with the WIB, hire the Agency Executive Director, who shall staff both the Governing Board and the WIB. The Executive Director shall in turn hire and supervise Agency employees.~~
- e) ~~— The Governing Board and the WIB shall enter into a written agreement setting forth their respective roles and responsibilities. The Governing Board/WIB agreement shall be consistent with and shall incorporate this 2005 Revised Joint Exercise of Powers Agreement by reference.~~

Section 12. Meetings of the Governing Body and Workforce Investment Board

~~The Governing Body shall meet jointly with the WIB at least twice annually, and may, by resolution, provide for additional regular meetings either jointly or separately from the WIB. The date, hour and place of such regular meetings shall be fixed by resolution of the Governing Body, if desired, shall be called in accordance with the provisions of Government Code §54956.???. All meetings of both the Governing Body and WIB shall be called, held, noticed and conducted subject to the provisions of the Ralph M. Brown Act (Government Code §54950 et seq.).~~

Section 13. Contractor and One-Stop Operator Selection

- A. ~~— The Governing Body and WIB shall jointly select One-Stop operators and terminate for cause the eligibility of such operators (WIA of 1998 and 121(d)).~~
- B. ~~— The Governing Body member representing a given county shall have the right to require a new selection process for the One-Stop operator, for the county. The Agency and WIB shall manage the selection process and shall include specifications provided by the Governing Board member representing a given County and the WIB. The selection process shall be completed expeditiously.~~
- C. ~~— The Governing Board and WIB may delegate a contract approval function to the Agency’s Executive Director for contracts below a threshold amount, or if contracts for goods and services or other specified items. Such delegation, if adopted, shall be by a joint resolution separately adopted by the Governing Body and WIB.~~

~~Section 14~~The debts, liabilities and obligations of Golden Sierra shall not, constitute debts, liabilities or obligations incurred by any party under this Agreement except as set forth in Section 22.B (Amendments; Withdrawal – Right of Withdrawal).

Section 17. Privileges and Immunities

All of the privileges and immunities from liability, exemptions from law, ordinances and rules, all pension, relief, disability, workmen's compensation, and other benefits which apply to the activity of officers, agents or employees of any member county when performing their respective functions within the territorial limits of their respective county, shall apply to them to the same degree and extent while engaged in the performance of any of their functions and duties extraterritorially.

Section 18. Insurance

During the term of this Agreement, Golden Sierra shall maintain general liability insurance coverage, as well as errors and omissions coverage, in a sum not less than \$2 million per occurrence. The insurance shall also contain a written endorsement to such policy or policies which names each of the Counties as an additional insured.

Section 19. Termination of Agreement

This Agreement may be terminated:

- A. Upon the joint actions of all the ~~Board~~Boards of Supervisors, ~~the parties hereto may to~~ mutually terminate this Agreement.; ~~or~~
- B. Upon withdrawal of such number of parties from this Agreement as ~~reduce~~to reduce the remaining number of parties to two or less ~~than two~~.

~~Section 15. Right of Withdrawal~~

~~Any party to this Agreement may withdraw therefrom upon the following conditions:~~

- ~~A. Written notice of such withdrawal shall not be given to all remaining parties not less than 90 days prior to the effective withdrawal date therein specified.~~
- ~~B. Such withdrawal shall not release the withdrawing party from any obligation incurred prior to withdrawal extending beyond the effective date of withdrawal, nor from liability for any act or omission of the Agency which occurred during the period when such withdrawing party was a member.~~

~~Section 1620. Termination of Powers~~

~~The Agency~~Golden Sierra shall continue to exercise the powers herein conferred upon it until termination of this Agreement, and thereafter shall continue to exercise only such powers as to enable it to pay and discharge all costs, expenses, and charges legally incurred hereunder, and to dispose of, divide and distribute any property required as a result of the joint exercise of such powers.

~~Section 1721. Disposition of Assets; Surplus Money~~

Upon termination of this Agreement under Section ~~12,19~~ (Termination of Agreement), all costs, expenses, and charges legally incurred by ~~the AgencyGolden Sierra~~ shall be paid and discharged; and ~~the AgencyGolden Sierra~~ shall sell such property as may be necessary ~~therefor~~ and shall distribute to the federal or State government such property and funds as are lawfully required; the balance of such property and any surplus money on hand shall be distributed or returned in proportion to contributions made by the affected parties except to the extent otherwise agreed upon by the affected parties.

Section ~~18.~~ Fiscal Year

~~For the purpose of this Agreement, the Agency shall have such fiscal year as shall be established by the State; at the date of this Agreement, such period from July 1 to and including the following June 30.~~

Section ~~19~~22. Amendments; Withdrawal

- A. Provisions for ~~additional~~Additional Parties. The ~~five Board~~three Boards of Supervisors may, on their own motion, or upon such requirement by federal or State law or regulation, agree to seek to amend this Agreement to enable other eligible counties to become parties hereto. The procedures for adding eligible counties are as follows:
- B1. Golden Sierra must seek approval from the State for modification to its boundaries. The boundary modification process is as set forth in Directive Number WIAD05-2 dated July 29, 2005 issued by the Employment Development Department of California, or as such process may be amended from time to time.
 - 2. Upon approval from the Governor pursuant to the process described above, the Governing Body may approve, by resolution, the addition of an eligible county. Such resolution must provide that this Agreement is amended to add such eligible county and that all provisions of this Agreement shall be in full force and effect with respect to such county.
- B. Right of Withdrawal. Any party to this Agreement may withdraw only upon the following:
- 1. Written notice of such intent to withdraw to the other parties not less than six (6) months prior to the effective withdrawal date therein specified.
 - 2. Approval from the State for modification to the boundaries of Golden Sierra pursuant to the process as set forth in Section 22.A.1 above.
 - 3. Payment of any expenses, liabilities or obligations as and among the parties to this Agreement incurred prior to withdrawal. (Solely by way of example, this provision would require payment for rights and obligations incurred pursuant to Government Code section 6504, or payment where the withdrawal of any party to this Agreement shall cause a

disproportionate liability to the remaining parties for benefits of current and retired Golden Sierra employees.) This requirement shall survive any withdrawal or termination of this Agreement.

Upon satisfaction of the above requirements, a copy of the written notice of the intent to withdraw and the State approval set forth in Section 22.B.2 above shall be transmitted to Golden Sierra by the withdrawing party, and Golden Sierra shall file such documentation with the fully executed Agreement then in effect.

C. Amendment by Agreement. The Agreement may be amended at any time by the written agreement of the parties.

D. Federal Reauthorization. In the event federal funding is not reauthorized or the WIOA is discontinued, the Governing Body shall meet within 60 days of receipt of notice that federal funding is not reauthorized in order to amend this Agreement to remove references to federal authority related to the purpose, management and operation of Golden Sierra.

Section 2023. Severability

Should any part, term or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions of provisions shall not be affected thereby.

Section 2124. Notice

Any notices to Golden Sierra and/or the member Counties required or given pursuant to this Agreement shall be in writing and delivered or mailed, U.S. first class, postage prepaid, addressed as follows:

Golden Sierra: Golden Sierra Job Training Agency
1919 Grass Valley Highway, Suite 100
Auburn, CA 95603
Attn: Executive Director

Alpine County: Alpine County

Attn:

El Dorado County: El Dorado County

Attn:

Placer County: Placer County

Attn:

Golden Sierra and/or any member county may change the address to which notices pursuant to this Section are given by giving notice of its new address according to the provisions of this Section.

Section 25. Assignment

Except as otherwise provided in this Agreement, the rights and duties of the member Counties may not be assigned or delegated without the written consent of all other member Counties. Any attempt to assign or delegate such rights and duties in contravention of this Agreement shall be null and void.

Section 26. Hierarchy of Documents

This Agreement, as may be amended from time to time, shall govern over all other Governing Body and Golden Sierra documents and agreements, including the Bylaws of the Governing Body.

Section 27. Entire Agreement

This Agreement contains the entire agreement between the parties and supersedes all prior understanding between them with respect to the subject matter of this Agreement. There are no promises, terms, conditions or obligations, oral or written, between or among the parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligation under this Agreement be waived, except by written instrument signed by the parties.

Section 28. Counterparts and Effective Date

This Agreement may be executed in counterparts and be as valid and binding as if each party signed the same copy. A faxed copy of the executed signature page shall be sufficient to cause the terms of this Agreement to become fully operative. The effective date of the Agreement shall be the date the third and last member executed the Agreement.

SIGNATURE PAGE

WITNESS THE AMENDMENT HEREOF the date set opposite our respective names:

EXECUTED ON

COUNTY OF ALPINE, a political subdivision

And approved as to form _____

By _____
Chairman, Board of Supervisors

ATTEST:

EXECUTED ON

COUNTY OF EL DORADO, a political subdivision

And approved as to form _____

By _____
Chairman, Board of Supervisors

ATTEST:

EXECUTED ON

COUNTY OF ~~NEVADA~~PLACER, a political subdivision

And approved as to form _____

By _____
Chairman, Board of Supervisors

ATTEST:

~~EXECUTED ON~~

~~COUNTY OF PLACER, a political subdivision~~

~~And approved as to form _____~~

~~By _____
Chairman, Board of Supervisors~~

~~ATTEST:
_____~~

~~EXECUTED ON~~

~~COUNTY OF SIERRA, a political subdivision~~

~~And approved as to form _____~~

~~By _____
Chairman, Board of Supervisors~~

~~ATTEST:
_____~~

**SECOND AMENDED AND RESTATED
JOINT EXERCISE OF POWERS AGREEMENT
FOR
GOLDEN SIERRA JOB TRAINING AGENCY**

THIS SECOND AMENDED AND RESTATED AGREEMENT (hereafter “Agreement”) is made by and between the Counties of ALPINE, EL DORADO, and PLACER, political subdivisions of the State of California, and updates and amends the former First Amended and Restated Joint Exercise of Powers Agreement for Golden Sierra Job Training Agency which was by and between the Counties of ALPINE, EL DORADO, NEVADA, PLACER and SIERRA. This Agreement shall be the Joint Exercise of Powers Agreement for the Golden Sierra Job Training Agency.

WITNESSETH:

RECITALS:

- A. The Congress of the United States has set full employment as a national goal and provides funds by grant and contract to States (or substate areas) through various federal, state and local workforce development legislation. States may then establish local workforce development areas (formerly referred to as “local workforce investment areas”; hereafter “LWDA”), with an appropriate administrative body to provide programs to help achieve this goal.
- B. These funds and programs can achieve the most effective results if the three local government entities involved herein coordinate their efforts and provide services that are designed to meet the needs of their regional labor market area.
- C. The U.S. Department of Labor has designated governmental entities with designated populations or contiguous multi-jurisdictional consortia with designated population as eligible to be LWDA's.
- D. The Department of Labor encourages contiguous units of local government to form consortia to plan and manage employment and training programs covering whole labor market areas within their jurisdiction.
- E. The Boards of Supervisors of Alpine, El Dorado, and Placer Counties (hereafter “the Boards of Supervisors” or “the Counties”) wish to continue to provide the most effective demand-driven, workforce development program to deal with the needs of businesses, to work with unemployment and underemployment problems of residents of the three counties, and have determined that such problems can best be resolved and such funds may be best administered by the Golden Sierra Job Training Agency.

Section 1. Authority for this Joint Exercise of Powers Agreement

This Agreement is made pursuant to Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (commencing with Section 6500) relating to the joint exercise of power

common to the counties and public agencies. The Counties are each empowered by the laws of the State of California to exercise, in their respective jurisdictions, the powers which will be jointly exercised as hereinafter set forth.

Section 2. Power Exercised; Purpose of Agreement

The power to be exercised is the development and implementation of a public and private employers' workforce development and job training program under which local employment needs and goals will be determined, and training and employment programs will be planned, developed, and administered. The purpose of this Agreement is to create a separate public entity which hereby is authorized to perform all powers and functions set out in this Agreement, including all powers relating to workforce development granted to local governments under the Workforce Innovation and Opportunity Act of 2014, 29 U.S.C. § 3101 *et seq.* (which supersedes the Workforce Investment Act of 1998, 29 U.S.C. § 2801 *et seq.*), as may be amended from time to time, and its subsequent regulations (hereafter "WIOA"). There is hereby created a public entity, separate and apart from the parties hereto, to be known as the Golden Sierra Job Training Agency (hereinafter "Golden Sierra" or "Agency"). Golden Sierra shall administer this Agreement.

Golden Sierra shall exercise the powers set forth herein in the same manner as such powers may be exercised by Placer County.

Section 3. Term

This Agreement shall become effective upon execution by all of the parties hereto (the "Effective Date") and shall continue in full force and effect until terminated in the manner herein provided. Upon the Effective Date, the prior First Amended and Restated Joint Exercise of Powers Agreement shall be of no further force and effect except to the extent that there may be unresolved liabilities as and between the parties to that former agreement.

Section 4. Jurisdictional Boundaries

The jurisdictional boundaries of Golden Sierra are conterminous with the boundaries of the three member counties.

Section 5. Powers

Golden Sierra shall have the power to develop and implement a comprehensive workforce development program within the labor market areas of the Counties under which local employment needs and goals will be determined with the assistance of the member county input, and training and employment programs will be planned, conducted and evaluated.

Golden Sierra is hereby authorized, in its own name, to do all acts necessary for the exercise of said power, including, but not limited to, any or all of the following:

- A. Act as grant recipient, fiscal agent and administrative entity for the Counties' Workforce Development Area. Golden Sierra may negotiate with, apply, for, contract for and receive monies from federal, State, county, city, and special

district governments and other public and private entities and agencies to carry out its purpose, and shall disburse and account for funds so received.

- B. Allocate all funds, including discretionary and special purpose funds, received by Golden Sierra as equitably as practicable, based upon the applicable terms of the funding application, fund source requirements, Agency policy, or vote of the governing body of Golden Sierra (hereafter “Governing Body”), as described in Section 6 (Governing Body) of this Agreement.
- C. Study and access the characteristics of the labor market area and determine training and employment needs in the three-county area.
- D. Develop labor market information from the Federal Census, State of California reports, and from other sources,
- E. Develop, in conjunction with the Workforce Development Board (formerly referred to as “Workforce Investment Board”; hereafter “WDB”), a job training plan, which shall include, without limitation, local training and employment goals, programs and program priorities, and a budget.
- F. Act as the LWDA for all programs and funds accepted by Golden Sierra under contract with or grant by the Department of Labor, State of California, or any other public or private agency, and perform such functions as are required of LWDA’s by the grantor(s).
- G. Cooperate and continue to develop a partnership with public and private agencies which provide training and employment services within the counties of Alpine, El Dorado, and Placer, including, without limitation: the State Employment Development Department, the State Department of Education, the County Offices of Education, economic development entities, the Health and Human Services Departments, Rehabilitation Services Administration, and their successors.
- H. Operate, conduct, administer or supervise within the boundaries of the Counties of Alpine, El Dorado, and Placer, employment and training programs which Golden Sierra has accepted from Federal, State, and other local governments, and from private agencies and persons.
- I. Work with providers designated by the WDB and Governing Body to provide (1) employment and training programs and services, (2) services to adult, youth, and dislocated workers, (3) rapid response services, and (4) business services as authorized by the WIOA, including, without being limited to, the following:
 - 1. Workforce development services such as work readiness, basic skills remediation, labor market research, intake (including outreach and recruitment, orientation, assessment, coaching and counseling); direct job entry services (including job development, placement and follow-up); supportive services (including transportation, relocation, child care and family counseling); occupational and other classroom training; public and

private on-the-job training; job search activities; transitional and work experience subsidized employment; one-stop career center services for job seekers and business; free and fee-based human resource services such as referral for hire, recruiting and screening job applicants; assistance for employers in removing barriers to employment and advancement; and other such programs as Golden Sierra may adopt.

- J. Allocate funds to, and expend funds for, various local employment and training programs and subcontractors based on the needs of the local communities. Any unspent allocation of funds awarded to a subcontractor may be reallocated as determined by the Governing Body in accordance with the terms of the funding or other applicable rules and restrictions.
- K. Monitor, evaluate and take corrective action concerning performance specified in any agreement, and contracts or agreements into which Golden Sierra has entered.
- L. Establish performance objectives for subcontractors and evaluate the effectiveness of individual programs.
- M. Maintain financial and statistical records to satisfy federal, State, and other laws and regulations, and provide necessary information for effective program management.
- N. Adopt, promulgate and enforce such bylaws, rules and regulations as Golden Sierra deems necessary for operation and management of Golden Sierra and implementation of the programs.
- O. Develop and enter into contracts; employ agents and employees; acquire, lease, rent, construct, manage, maintain, hold or dispose of property, real or personal, including buildings, works improvements, equipment, material and supplies.
- P. Provide collaborative leadership for three-county area-wide training and employment processes; design training and employment programs which will respond to local county needs and goals, including the needs of businesses, employers, and public agencies responsible for implementing employment goals for public assistance recipients.
- Q. The Governing Body, with input from the WDB, shall review, revise and adopt an annual budget pursuant to 29 U.S.C. § 3122(d)(12).
- R. Incur debts, liabilities, or obligations.
- S. Sue or be sued in its own name.

Section 6. Governing Body

- A. Membership. The Governing Body of Golden Sierra shall consist of three (3) members, as follows:
1. One member of the Board of Supervisors of the County of Alpine.
 2. One member of the Board of Supervisors of the County of El Dorado.
 3. One member of the Board of Supervisors of the County of Placer.

Each of the Boards of Supervisors from the three member Counties shall respectively appoint such Governing Body member and not less than one alternate member, from its Board of Supervisors. Each of the three members and any alternate shall serve at the pleasure of and in the same manner determined by the appointing Board of Supervisors. The term of office of each Governing Body member and alternate may be terminated at any time by the appointing Board of Supervisors.

The designated alternate shall have authority to attend, participate in, and vote at any meeting of the Governing Body whenever the regular member, for whom he or she is designated to act as an alternate, is absent from the meeting.

As required by 29 U.S.C. § 3122(c)(1)(B), any reference in the WIOA to the “chief elected official in a local area,” shall be a reference to the Governing Body of Golden Sierra.

- B. Quorum. The majority of the members of the Governing Body shall constitute a quorum.
- C. Voting. The Governing Body should seek to achieve broad base consensus on all decisions to encourage collaboration and cooperation between the member Counties.
1. Each county will have one vote. Votes shall be cast only in person, or by teleconference in accordance with California Government Code section 54950 *et seq.* (hereafter the “Brown Act”). There shall be no voting by proxy.
 2. No action may be taken by the Governing Body unless a quorum is present and there is an affirmative vote by a majority of the Governing Body members, except that less than a quorum may adjourn a meeting from time to time. However, a unanimous vote of the entire Governing Body shall be required to do the following:
 - (a) Enter into any agreement or arrangement which shall create liability or debt solely as between the members of or parties to the Agreement, including but not limited to those set forth in Government Code section 6504;

- (b) Potentially create any disproportionate expenses, liability or obligations for one or more members or parties to this Agreement due to the withdrawal of any other party.
- D. Chairperson. The Chairperson and Vice Chairperson of the Governing Body shall be selected by the Governing Body from its members. The term of office of the Chairperson and Vice Chairperson shall each be one calendar year.
- E. Secretary. The Governing Body shall appoint a Secretary to the Governing Body who shall be the Executive Director of Golden Sierra.
- F. Meetings. All meetings of the Governing Body shall be held subject to the provisions of the Brown Act.
- G. Bylaws. The Governing Body shall adopt bylaws for the conduct of business which shall not be inconsistent with the provisions of this Agreement, the laws of the State of California and the WIOA.
- H. Goals. The dual goals of Golden Sierra shall be:
 - 1. To assist the residents of Alpine, El Dorado, and Placer Counties to obtain, hold, and advance in jobs which pay salaries commensurate with their abilities and needs; and
 - 2. To work to assure that a skilled workforce is available in the three county area to meet the needs of public and private employers conducting operations in this area.
 - 3. To assist businesses and employers in planning sector strategies that meet employment and training needs and with services including, but not limited to, layoff aversion, workforce recruitment, workforce retention, and workforce expansion.

Section 7. Executive Director and Other Staff

- A. The Governing Body shall be assisted by an Executive Director who shall be appointed by the Governing Body and shall serve at the pleasure of the Governing Body.
- B. The Governing Body shall hire the Golden Sierra Executive Director, who shall at all times be an employee of Golden Sierra. The Executive Director shall in turn hire and supervise all Golden Sierra employees. The Governing Body authorizes the Executive Director to provide staff support to the WDB.
- C. The Governing Body delegates contract approval function, including authority to enter into contracts, to Golden Sierra's Executive Director for contracts at or below a threshold amount and that are consistent with the purposes of this Agreement. Such threshold amount shall be established by way of a resolution

adopted by the Governing Body. Such resolution shall provide that contracts above the threshold amount must be reviewed and approved by the Governing Body prior to execution. Such resolution may provide that the Governing Body may appropriate funds to be approved as a line item on the budget, and may separately authorize the Executive Director to approve and enter into contracts for specified goods or services consistent with the amounts appropriated.

- D. The Governing Body may appoint or contract for the services of an independent monitor to review programs operated by Golden Sierra and to report to the Governing Body.
- E. The Governing Body may appoint or contract for the services of legal counsel who shall serve at the pleasure of the Governing Body.

Section 8. Treasurer

The Treasurer of the County of Placer shall be the Treasurer of Golden Sierra.

The Placer County Treasurer shall be the depository and have custody of all monies received by Golden Sierra, and the Treasurer shall:

- A. Receive and receipt all funds of Golden Sierra and place them in the Treasury of the County of Placer to the credit of Golden Sierra.
- B. Be responsible upon his or her official bond for safekeeping and disbursement of all money of Golden Sierra so held.
- C. Pay, when due, out of Golden Sierra funds so held, all sums payable on outstanding bonds and coupons of Golden Sierra.
- D. Pay, when due, out of Golden Sierra funds so held, all sums due from Golden Sierra only upon warrants of the public officer performing the functions of auditor or controller as identified in Section 9 (Auditor-Controller) of this Agreement.
- E. Verify and report in writing on the first day of July, October, January, and April of each year to Golden Sierra and to the Counties the amount of money held in the Treasury of the County of Placer for Golden Sierra, the amount of receipts since the last report, and the amount paid out since the last report.

Section 9. Auditor-Controller

The Auditor-Controller of the County of Placer shall be the Auditor-Controller of Golden Sierra.

- A. The Auditor-Controller shall draw warrants to pay demands against Golden Sierra when the demands have been approved and authorized by Golden Sierra.
- B. The Auditor-Controller shall make or contract with a certified public accountant or public accountant to make an annual audit of the account and records of

Golden Sierra consistent with the provisions of California Government Code section 6505.

Section 10. Official Bonds

The Executive Director, the Deputy Director, the Chief Fiscal Officer, the WDB Coordinator/Analyst, the Treasurer, and the Auditor-Controller of Golden Sierra are designated as public officers or persons who have charge of, handle, or have access to any property of Golden Sierra, and each such officer or person shall obtain, maintain and file an official bond, or in the alternative, a government crime insurance policy or employee dishonesty insurance policy, including faithful performance, shall be obtained and maintained, with the Secretary of Golden Sierra, in an amount to be fixed by the Governing Body.

Section 11. Workforce Development Board

- A. The Governing Body shall appoint a Workforce Development Board pursuant to federal and State of California requirements specific to the WIOA, and as set forth in the WDB Bylaws at Article 3.00 Membership.
- B. The WDB shall be vested with the powers granted to it by the WIOA, and consistent with the WDB Bylaws.
- C. The Governing Body and the WDB shall enter into a written agreement setting forth their respective roles and responsibilities. The Governing Body/WDB agreement shall be consistent with this Agreement.
- D. Bylaws. The Governing Body shall oversee the WDB's adoption of bylaws for the conduct of business which shall not be inconsistent with the provisions of this Agreement, the laws of the State of California and the WIOA.

Section 12. Meetings of the Governing Body and Workforce Development Board

- A. The Governing Body shall hold regular meetings. It may, by act of the Chairperson of the Governing Body or a majority of the members, provide for special meetings, including meetings held jointly with the WDB.
- B. The date and hour of such regular meetings shall be fixed by resolution of the Governing Body. The place of such regular meetings are specified in the Governing Body Bylaws.
- C. All meetings of the Governing Body and joint meetings with the WDB shall be called, held, noticed and conducted subject to the provisions of the Brown Act.

Section 13. Contractor and One-Stop Operator Selection

The WDB, with the agreement of the Governing Body, shall jointly select and may terminate for cause one-stop operators, consistent with 29 U.S.C. § 3122(d)(10).

Section 14. Fiscal Year; Annual Budget; Funds and Accounts

- A. Fiscal Year. For the purposes of this Agreement, Golden Sierra shall have such fiscal year from July 1 to and including the following June 30.
- B. Annual Budget. An annual budget shall be prepared by the Executive Director and presented to the Governing Body for its adoption or amendment, pursuant to the power set forth at Section 5.Q (Powers) above, not later than the beginning of each fiscal year. The budget shall establish rates, capital expenditures, and charges to be paid for operation and maintenance activities and such other matters as shall be determined by the Governing Body.
- C. Funds and Accounts. Golden Sierra shall establish and maintain such funds and accounts as may be required by the WIOA, other applicable laws, the Governmental Accounting Standards Board (GASB), good accounting practice, this Agreement, and any provision of any resolution of Golden Sierra.

Section 15. Records and Reports; Audit

The Governing Body shall establish reporting requirements and direct staff to maintain such reports. All books and records of Golden Sierra shall be open to inspection at all reasonable times by any party to this Agreement or its representatives. Annual audits of Golden Sierra's accounts and records shall be made by an independent CPA firm, and reports shall be filed in the manner provided in Section 6505 of the Government Code.

Section 16. Debts, Liabilities and Obligations

The debts, liabilities and obligations of Golden Sierra shall not, constitute debts, liabilities or obligations incurred by any party under this Agreement except as set forth in Section 22.B (Amendments; Withdrawal – Right of Withdrawal).

Section 17. Privileges and Immunities

All of the privileges and immunities from liability, exemptions from law, ordinances and rules, all pension, relief, disability, workmen's compensation, and other benefits which apply to the activity of officers, agents or employees of any member county when performing their respective functions within the territorial limits of their respective county, shall apply to them to the same degree and extent while engaged in the performance of any of their functions and duties extraterritorially.

Section 18. Insurance

During the term of this Agreement, Golden Sierra shall maintain general liability insurance coverage, as well as errors and omissions coverage, in a sum not less than \$2 million per occurrence. The insurance shall also contain a written endorsement to such policy or policies which names each of the Counties as an additional insured.

Section 19. Termination of Agreement

This Agreement may be terminated:

- A. Upon the joint actions of all the Boards of Supervisors to mutually terminate this Agreement; or
- B. Upon withdrawal of such number of parties from this Agreement as to reduce the remaining number of parties to two or less.

Section 20. Termination of Powers

Golden Sierra shall continue to exercise the powers herein conferred upon it until termination of this Agreement, and thereafter shall continue to exercise only such powers as to enable it to pay and discharge all costs, expenses, and charges legally incurred hereunder, and to dispose of, divide and distribute any property required as a result of the joint exercise of such powers.

Section 21. Disposition of Assets; Surplus Money

Upon termination of this Agreement under Section 19 (Termination of Agreement), all costs, expenses, and charges legally incurred by Golden Sierra shall be paid and discharged; and Golden Sierra shall sell such property as may be necessary and shall distribute to the federal or State government such property and funds as are lawfully required; the balance of such property and any surplus money on hand shall be distributed or returned in proportion to contributions made by the affected parties except to the extent otherwise agreed upon by the affected parties.

Section 22. Amendments; Withdrawal

- A. Provisions for Additional Parties. The three Boards of Supervisors may, on their own motion, or upon such requirement by federal or State law or regulation, agree to seek to amend this Agreement to enable other eligible counties to become parties hereto. The procedures for adding eligible counties are as follows:
 - 1. Golden Sierra must seek approval from the State for modification to its boundaries. The boundary modification process is as set forth in Directive Number WIAD05-2 dated July 29, 2005 issued by the Employment Development Department of California, or as such process may be amended from time to time.
 - 2. Upon approval from the Governor pursuant to the process described above, the Governing Body may approve, by resolution, the addition of an eligible county. Such resolution must provide that this Agreement is amended to add such eligible county and that all provisions of this Agreement shall be in full force and effect with respect to such county.
- B. Right of Withdrawal. Any party to this Agreement may withdraw only upon the following:

1. Written notice of such intent to withdraw to the other parties not less than six (6) months prior to the effective withdrawal date therein specified.
2. Approval from the State for modification to the boundaries of Golden Sierra pursuant to the process as set forth in Section 22.A.1 above.
3. Payment of any expenses, liabilities or obligations as and among the parties to this Agreement incurred prior to withdrawal. (Solely by way of example, this provision would require payment for rights and obligations incurred pursuant to Government Code section 6504, or payment where the withdrawal of any party to this Agreement shall cause a disproportionate liability to the remaining parties for benefits of current and retired Golden Sierra employees.) This requirement shall survive any withdrawal or termination of this Agreement.

Upon satisfaction of the above requirements, a copy of the written notice of the intent to withdraw and the State approval set forth in Section 22.B.2 above shall be transmitted to Golden Sierra by the withdrawing party, and Golden Sierra shall file such documentation with the fully executed Agreement then in effect.

- C. Amendment by Agreement. The Agreement may be amended at any time by the written agreement of the parties.
- D. Federal Reauthorization. In the event federal funding is not reauthorized or the WIOA is discontinued, the Governing Body shall meet within 60 days of receipt of notice that federal funding is not reauthorized in order to amend this Agreement to remove references to federal authority related to the purpose, management and operation of Golden Sierra.

Section 23. Severability

Should any part, term or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions of provisions shall not be affected thereby.

Section 24. Notice

Any notices to Golden Sierra and/or the member Counties required or given pursuant to this Agreement shall be in writing and delivered or mailed, U.S. first class, postage prepaid, addressed as follows:

Golden Sierra:	Golden Sierra Job Training Agency 1919 Grass Valley Highway, Suite 100 Auburn, CA 95603 Attn: Executive Director
----------------	---

Alpine County:	Alpine County _____ _____ Attn: _____
El Dorado County:	El Dorado County _____ _____ Attn: _____
Placer County:	Placer County _____ _____ Attn: _____

Golden Sierra and/or any member county may change the address to which notices pursuant to this Section are given by giving notice of its new address according to the provisions of this Section.

Section 25. Assignment

Except as otherwise provided in this Agreement, the rights and duties of the member Counties may not be assigned or delegated without the written consent of all other member Counties. Any attempt to assign or delegate such rights and duties in contravention of this Agreement shall be null and void.

Section 26. Hierarchy of Documents

This Agreement, as may be amended from time to time, shall govern over all other Governing Body and Golden Sierra documents and agreements, including the Bylaws of the Governing Body.

Section 27. Entire Agreement

This Agreement contains the entire agreement between the parties and supersedes all prior understanding between them with respect to the subject matter of this Agreement. There are no promises, terms, conditions or obligations, oral or written, between or among the parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligation under this Agreement be waived, except by written instrument signed by the parties.

Section 28. Counterparts and Effective Date

This Agreement may be executed in counterparts and be as valid and binding as if each party signed the same copy. A faxed copy of the executed signature page shall be sufficient to cause the terms of this Agreement to become fully operative. The effective date of the Agreement shall be the date the third and last member executed the Agreement.

SIGNATURE PAGE

WITNESS THE AMENDMENT HEREOF the date set opposite our respective names:

EXECUTED ON

COUNTY OF ALPINE, a political subdivision

And approved as to form _____

By _____
Chairman, Board of Supervisors

ATTEST:

EXECUTED ON

COUNTY OF EL DORADO, a political subdivision

And approved as to form _____

By _____
Chairman, Board of Supervisors

ATTEST:

EXECUTED ON

COUNTY OF PLACER, a political subdivision

And approved as to form _____

By _____
Chairman, Board of Supervisors

ATTEST:

**GOLDEN SIERRA GOVERNING BODY
GOVERNING BODY**

MEMORANDUM

DATE: April 8, 2015
TO: Governing Body
FROM: Jason Buckingham, GSJTA Executive Director
SUBJ: Governing Body/Workforce Development Board (WDB) Agreement

Resolution Action Item Information

Attached for your review is the Governing Body/Workforce Development Board (WDB) Agreement required by WIOA. The agreement outlines responsibilities of each party in accordance with the Act. The document will come back for approval once the WDB has had an opportunity to review and adopt the document.

AMENDED AND RESTATED AGREEMENT OF AUTHORITIES--
AND RESPONSIBILITIES BETWEEN

THE GOVERNING BODY OF THE GOLDEN SIERRA JOB TRAINING AGENCY--
(as the LOCAL WORKFORCE INVESTMENT DEVELOPMENT AREA)

AND-

THE GOLDEN SIERRA WORKFORCE INVESTMENT DEVELOPMENT BOARD

I. PARTIES

This agreement is made and entered into, as of the last date set forth below, by and between the Golden Sierra Job Training Agency (which has been designated as the local workforce investment development area) Governing Body (~~("Governing Body")~~) and the Workforce Investment Development Board (WIB) (~~("WDB")~~) for the five county workforce investment area (~~Area~~) covering Alpine, El Dorado, Nevada and Placer ~~and Sierra~~ Counties (~~"Area"~~).

The "local workforce development area" was formerly referred to as the "local workforce investment area." The "Workforce Development Board" was formerly referred to as the "Workforce Investment Board."

II. TERM

This agreement is effective when approved and executed by the Governing Body and the WIB. It shall remain in full force and effect until terminated by either party by giving six months advance written notice to the other party of intent to terminate this agreement. ~~Termination~~ Unless earlier terminated as set forth herein, this agreement shall ~~be~~ expire and terminate effective upon sunset of the Workforce Innovation and Opportunity Act (which supersedes the Workforce Investment Act-).

III. ~~WIB~~ WDB DUTIES AND FUNCTIONS

The ~~WIB~~ WDB shall take the lead in policymaking in the following areas:

- ~~Development, but, subject to the required approval of the Governing Body or to the requirement to work in partnership with the Governing Body, as set forth in the~~ Workforce ~~Investment~~ Innovation and Opportunity Act, Welfare to Work;
- Developing Workforce Innovation and Opportunity Act and other area plans and budgets;
- Conducting research and analysis related to the local workforce and regional labor market
- Establishing performance expectations for the Area's workforce development system;
- Coordinating with employers and other entities to, among other things, support employer utilization of the local workforce development system, to ensure that workforce investment ~~system~~ activities meet the needs of employers, and to develop and implement strategies for meeting the employment and skill need of workers and employers;
- Certifying one-stop career centers and designating their operator;
- Approving youth and adult service and training providers when competitively procured;
- Establishing youth policies, either acting through the Youth Council or the full WIB WDB;
- Developing strategies to use technology to maximize the accessibility and effectiveness of the local workforce development system;
- Coordinating activities with education and training providers in the Area;
- Other duties and functions as ~~assigned~~ authorized by the Workforce ~~Investment~~ Innovation and Opportunity Act, ~~Welfare to Work~~, successor legislation or amendments thereto, the State of California or the Governing Body.

The WIB WDB, itself, shall not operate programs.

IV. GOVERNING BODY DUTIES

The Golden Sierra Job Training Agency shall be the grant recipient and administrative entity for the Area.

The Governing Body shall perform those duties set out in the ~~Revised~~ Joint Powers Agreement, among the member counties of the Governing Body, as amended both before and after the execution of this agreement. In

1028260.45 10560-1 _____ 1

addition, the Governing Body shall have the right to review and either approve or reject ~~WIB~~WDB policymaking decisions under Section III above.

~~In the event the Governing Body reverses a WIB decision, the WIB may either accede to the wishes of the Governing Body or may invoke the dispute resolution procedure in Section VI below.~~

V. WIBWDB TERMS OF APPOINTMENT

~~WIB~~Terms of appointment for WDB members, both voting and non voting, shall serve for fixed and staggered terms. Half of the ~~WIB~~ members' terms shall begin upon appointment and shall end June 30, 2004. The other half shall have terms running from appointment and ending June 30th, 2006.

~~Term lengths for initial WIB members shall be designated by lottery, separately conducted for each sector represented on the WIB (i.e. one labor representative shall have a term ending in 2004 and the other labor representative's term shall end in 2006).~~

~~Re-appointments to the WIB or appointments to the WIB after July, 2000 shall be for four years from the July-1st immediately preceding the appointment date. All WIB terms shall expire on June 30th except that members may continue to serve after the end of their term until a successor is appointed or their position is declared vacant by the Governing Body.~~

~~Other term-related issues, including the process for WIBWDB member resignation and removal for cause, shall be determined by as set forth in the WIB's WDB's bylaws.~~

~~VI. DISPUTE RESOLUTION~~

~~Should a disagreement arise between the WIB and the Governing Body, all reasonable efforts shall be taken to informally resolve the issue. Issues which cannot be informally resolved shall be submitted in writing by either party to a five-member panel consisting of two representatives selected by the WIB, two representatives selected by the Governing Body and a fifth impartial representative selected by the Golden Sierra Executive Director.~~

~~The five member panel so selected shall meet as soon as possible after all members are named and shall, by majority vote, resolve the disagreement. The resolution so reached shall be binding upon the parties, and must conform with Golden Sierra Job Training Agency's Revised Joint Powers Agreement, with State and Federal requirements and with this agreement.~~

~~VHVI. STAFF SUPPORT~~

~~In recognition of limited administrative funds and the need to make maximum funding available for programs and services, the Golden Sierra Job Training Agency shall provide staff support, ~~albeit separate,~~ to both the WIBWDB and the Governing Body. Staff Golden Sierra Job Training Agency staff assigned to WIBWDB responsibilities shall take their direction from, and report to, the WIBWDB and its committees. Notwithstanding the foregoing, such staff shall remain Golden Sierra Job Training Agency employees at all times and shall not engage in activities that conflict with direction from the Governing Body or their roles and responsibilities as employees of Golden Sierra Job Training Agency.~~

~~The Governing Body and WIBWDB will maintain consolidated office and material support necessary for both bodies to properly discharge their responsibilities under the Workforce Investment Innovation and Opportunity Act, Welfare to Work and other relevant federal and state legislation, the Joint Powers Agreement, their respective bylaws, and this agreement.~~

~~Final authority for any decision to hire, evaluate or discharge any staff assigned to the WIBWDB shall rest solely with the Golden Sierra Job Training Agency and its Governing Body.~~

~~VHVVII. INDEPENDENCE OF TERMS~~

~~If any terms or provisions of this agreement or the application thereof to any person or circumstances shall, to any extent be held invalid or unenforceable, the remainder of this agreement shall not be affected thereby and every other term and provision of this agreement shall be valid and enforced to the fullest extent permitted by law.~~

APPROVED FOR THE
GOVERNING BODY:

APPROVED FOR THE

WORKFORCE INVESTMENT DEVELOPMENT
BOARD:

Chairperson, Governing Body
Date: _____

Chairperson, Governing Body Workforce
Development Board
Date: _____

AMENDED AND RESTATED AGREEMENT OF AUTHORITIES
AND RESPONSIBILITIES BETWEEN
THE GOVERNING BODY OF THE GOLDEN SIERRA JOB TRAINING AGENCY
(as the LOCAL WORKFORCE DEVELOPMENT AREA) AND
THE GOLDEN SIERRA WORKFORCE DEVELOPMENT BOARD

I. PARTIES

This agreement is made and entered into, as of the last date set forth below, by and between the Golden Sierra Job Training Agency (which has been designated as the local workforce development area) Governing Body (“Governing Body”) and the Workforce Development Board (“WDB”) for the three county workforce investment area covering Alpine, El Dorado, and Placer Counties (“Area”).

The “local workforce development area” was formerly referred to as the “local workforce investment area.” The “Workforce Development Board” was formerly referred to as the “Workforce Investment Board.”

II. TERM

This agreement is effective when approved and executed by the Governing Body and the WIB. It shall remain in full force and effect until terminated by either party by giving six months advance written notice to the other party of intent to terminate this agreement. Unless earlier terminated as set forth herein, this agreement shall expire and terminate effective upon sunset of the Workforce Innovation and Opportunity Act (which supersedes the Workforce Investment Act).

III. WDB DUTIES AND FUNCTIONS

The WDB shall take the lead in policymaking in the following areas, but, subject to the required approval of the Governing Body or to the requirement to work in partnership with the Governing Body, as set forth in the Workforce Innovation and Opportunity Act:

- Developing Workforce Innovation and Opportunity Act and other area plans and budgets;
- Conducting research and analysis related to the local workforce and regional labor market
- Establishing performance expectations for the Area’s workforce development system;
- Coordinating with employers and other entities to, among other things, support employer utilization of the local workforce development system, to ensure that workforce investment activities meet the needs of employers, and to develop and implement strategies for meeting the employment and skill need of workers and employers;
- Certifying one-stop career centers and designating their operator;
- Approving youth and adult service and training providers when competitively procured;
- Establishing youth policies, either acting through the Youth Council or the full WDB;
- Developing strategies to use technology to maximize the accessibility and effectiveness of the local workforce development system;
- Coordinating activities with education and training providers in the Area;
- Other duties and functions as authorized by the Workforce Innovation and Opportunity Act, successor legislation or amendments thereto, the State of California or the Governing Body.

The WDB, itself, shall not operate programs.

IV. GOVERNING BODY DUTIES

The Golden Sierra Job Training Agency shall be the grant recipient and administrative entity for the Area.

The Governing Body shall perform those duties set out in the Joint Powers Agreement, among the member counties of the Governing Body, as amended both before and after the execution of this agreement. In addition, the Governing Body shall have the right to review and either approve or reject WDB policymaking decisions under Section III above.

V. WDB TERMS OF APPOINTMENT

Terms of appointment for WDB members, and other related issues, including the process for WDB member resignation and removal for cause, shall be as set forth in the WDB’s bylaws.

VI. STAFF SUPPORT

In recognition of limited administrative funds and the need to make maximum funding available for programs and services, the Golden Sierra Job Training Agency shall provide staff support to both the WDB and the Governing Body. Golden Sierra Job Training Agency staff assigned to WDB responsibilities shall take their direction from, and report to, the WDB and its committees. Notwithstanding the foregoing, such staff shall remain Golden Sierra Job Training Agency employees at all times and shall not engage in activities that conflict with direction from the Governing Body or their roles and responsibilities as employees of Golden Sierra Job Training Agency.

The Governing Body and WDB will maintain consolidated office and material support necessary for both bodies to properly discharge their responsibilities under the Workforce Innovation and Opportunity Act and other relevant federal and state legislation, the Joint Powers Agreement, their respective bylaws, and this agreement.

Final authority for any decision to hire, evaluate or discharge any staff assigned to the WDB shall rest solely with Golden Sierra Job Training Agency and its Governing Body.

VII. INDEPENDENCE OF TERMS

If any terms or provisions of this agreement or the application thereof to any person or circumstances shall, to any extent be held invalid or unenforceable, the remainder of this agreement shall not be affected thereby and every other term and provision of this agreement shall be valid and enforced to the fullest extent permitted by law.

APPROVED FOR THE
GOVERNING BODY:

APPROVED FOR THE
WORKFORCE DEVELOPMENT BOARD:

Chairperson, Governing Body
Date: _____

Chairperson, Workforce Development Board
Date: _____

EMPLOYMENT AND TRAINING ADMINISTRATION ADVISORY SYSTEM U.S. DEPARTMENT OF LABOR Washington, D.C. 20210	CLASSIFICATION WIOA - Vision
	CORRESPONDENCE SYMBOL OPDR -DPLR
	DATE February 19, 2015

ADVISORY: TRAINING AND EMPLOYMENT GUIDANCE LETTER NO. 19-14

TO: STATE WORKFORCE AGENCIES
 STATE WORKFORCE ADMINISTRATORS
 STATE WORKFORCE LIAISONS
 STATE AND LOCAL WORKFORCE BOARD CHAIRS AND DIRECTORS
 LABOR COMMISSIONERS

FROM: PORTIA WU /s/
 Assistant Secretary

SUBJECT: Vision for the Workforce System and Initial Implementation of the Workforce Innovation and Opportunity Act of 2014

1. **Purpose.** This Training Employment Guidance Letter (TEGL) lays out the vision for a revitalized transformed workforce system as a result of implementation of the Workforce Innovation and Opportunity Act (WIOA). Further, it encourages workforce system leaders and partners to take action now to support successful implementation to fully realize the vision of WIOA. Finally, it provides an overview of upcoming guidance and technical assistance to support effective implementation of WIOA.

2. **References.**

- WIOA, Public Law (Pub. L.) 113-128, enacted July 22, 2014.
- Workforce Investment Act of 1998 (WIA), Pub. L. 105-220, et seq.
- [TEGL No. 15-14, Implementation of the New Uniform Guidance Regulations](#), dated December 19, 2014.
- TEGL No. 12-14, *Allowable Uses and Funding Limits of WIA Program Year 2014 Funds for Workforce Innovation and Opportunity Act Transitional Activities.*
- Training and Employment Notice (TEN) No. 6-14, *Information for Stakeholder Engagement for Workforce Innovation and Opportunity Act Implementation.*
- TEN No. 5-14, *WIOA Announcement and Initial Informational Resources.*
- WIOA implementation dates, at www.doleta.gov/wioa/pdf/WIOA-Key-Implementation-Dates.pdf.
- TEGL No. 3-14, *Implementing a Job-Driven Workforce System.*
- 2 CFR, Part 2900, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

RESCISSIONS None	EXPIRATION DATE Continuing
----------------------------	--------------------------------------

3. **Vision for WIOA and the Workforce System.** WIOA, which supersedes the Workforce Investment Act of 1998, presents an extraordinary opportunity to improve job and career options for our nation’s workers and jobseekers through an integrated, job-driven public workforce system that links diverse talent to businesses. It supports the development of strong, vibrant regional economies where businesses thrive and people want to live and work.

This revitalized workforce system will be characterized by three critical hallmarks of excellence:

- ✓ The needs of business and workers drive workforce solutions;
- ✓ One-Stop Centers (or American Job Centers) provide excellent customer service to jobseekers and employers and focus on continuous improvement; and
- ✓ The workforce system supports strong regional economies and plays an active role in community and workforce development.

Across the system, continuous improvement is supported through evaluation, accountability, identification of best practices, and data driven decision making.

- a. **The Needs of Businesses and Workers Drive Workforce Solutions:** Businesses inform and guide the workforce system and access skilled talent as they shape regional workforce investments and build a pipeline of skilled workers. This engagement includes leadership in the workforce system and active participation in the development and provision of education and training, work-based learning, career pathways, and industry sector partnerships. Jobseekers and workers, including those individuals with barriers to employment, such as individuals with disabilities, as defined by WIOA, have the information and guidance to make informed decisions about training and careers, as well as access to the education, training and support services they need to compete in current and future labor markets.
- b. **One-Stop Centers (American Job Centers or AJCs) Provide Excellent Customer Service to Jobseekers, Workers and Employers and Focus on Continuous Improvement:** One-Stop Centers and partners provide jobseekers, including individuals with barriers to employment, such as individuals with disabilities, with the skills and credentials necessary to secure and advance in employment with family-sustaining wages. Additionally, AJCs enable employers to easily identify and hire skilled workers and access other supports, including education and training for their current workforce. Further, rigorous evaluations support continuous improvement of AJCs by identifying which strategies work better for different populations; states, local areas, and training providers remain accountable for performance; high-quality, integrated data informs policy maker, employer and jobseeker decision making; and training providers are accountable for performance using the data and evidence.
- c. **The Workforce System Supports Strong Regional Economies:** Meeting workforce needs is critical to economic growth. State and local workforce development boards—in partnership with workforce, economic development, education, and social service organizations at the state, regional and local levels—align education and training investments to regional civic and economic growth strategies, ensuring that all jobseekers and businesses can access pathways to prosperity.

4. **Implementing WIOA: Realizing the Vision.** State and local workforce system leaders should take immediate action to achieve the vision of modernizing the workforce system and ensuring it operates as a comprehensive, integrated and streamlined system that expands opportunities for all workers and businesses.

Key operational and governing principles:

- a. ***States align programs and ensure integrated services through a unified strategic plan and shared governance.*** Every state collaborates across the core programs (Adult, Dislocated Worker and Youth, Wagner-Peyser, Adult Education and Vocational Rehabilitation) to create a single unified and integrated strategic state plan. States govern the core programs as one system, assessing strategic needs and aligning them with service strategies to ensure the workforce system meets employment and skill needs of all workers and employers. States also collaborate with One-Stop partner programs and other partners at the state and local levels to produce Combined WIOA plans. States use the certification process and competition to help achieve this vision and ensure continuous improvement.
- b. ***Workforce boards focus on strategy.*** As strategic leaders, state and local workforce boards, in partnership with governors and chief elected officials, facilitate public-private partnerships; support sector strategies and career pathways that advance opportunities for all workers and jobseekers, including low-skilled adults, youth, and individuals with disabilities; foster innovation; and ensure streamlined operations and service delivery excellence.
- c. ***States and local areas align workforce programs with regional economic development strategies.*** Local boards, program leaders, and elected officials share a common vision and design and govern the system regionally; create unified regional and local plans integrating education, training, support services, and other workforce services across the core programs; align workforce policies and services with regional economies; and support sector strategies tailored to their needs.
- d. ***The One-Stop Center network and partner programs are organized to provide high-quality services to individuals and employers.*** State and local boards, One-Stop Center operators and partners must increase coordination of programs and resources to support a comprehensive system that seamlessly provides integrated services that are accessible to all jobseekers, workers, and businesses.
- e. ***States and local areas promote accountability and transparency, and data drives decisions and informs customer choice.*** State and local leaders ensure investments in employment, education and training programs are evidence-based and data-driven, and programs are accountable to participants and taxpayers. This includes evaluating approaches and aligning performance accountability and data systems to support program management, facilitate common case management systems, and inform policy. State and local areas provide robust, validated data to inform strategy, operations, and evaluations. Information technology systems are designed to reduce burden and present integrated information to support services, inform customer choice and guide strategy development. Technological strategies for improving the quality of services

are adopted, including advances in digital literacy skills and models for accelerating skill acquisition and credential attainment of jobseekers.

5. **Taking Action Now.** Most WIOA provisions related to DOL-administered programs take effect in Program Year (PY) 2015, which starts July 1, 2015. ETA strongly advises states and local areas to begin planning and implementing WIOA transition activities now. As discussed further in Section VI, ETA will issue regulations and additional guidance; in addition, the legislation and the technical assistance tools currently available support initial implementation and transitional activities. While some provisions do not go into effect until PY 2016 (July 1, 2016), such as the unified or combined state plans and the performance accountability system, states should be preparing now for the ultimate implementation of these provisions.

Beyond complying with the requirements of the new law, WIOA offers an opportunity to continue to modernize the workforce system and create a customer-centered system: where the needs of business and workers drive workforce solutions; where One-Stop Career Centers provide excellent customer service to all jobseekers and businesses; and where the workforce system supports strong regional economies. To realize this vision, workforce system leaders are asked to step back and re-envision how they conduct business and restructure activities accordingly.

Below are recommended actions workforce system leaders and partners are strongly encouraged to take now to move toward full implementation of the law. These should be considered in any state and local transition discussions to ensure states and local areas are well positioned on July 1, 2015 to implement WIOA. The list is not exhaustive, and each state and local area should fully assess its own situation and requirements and determine the activities it will need to undertake to support a full and effective transition.

- ✓ **Identify and allocate funding for transitional activities.** TEGL 12-14, *Allowable Uses and Funding Limits of Workforce Investment Act Program Year (PY) 2014 funds for Workforce Innovation and Opportunity Act (WIOA) Transitional Activities* explains that states and locals may use up to two percent of the WIA's Fiscal Year 2014 Youth, Adult, and Dislocated Worker formula funds to transition to WIOA. The TEGL identifies nine priority areas for transition activities more fully described in this document and also details how to incur and report transition activities costs. Please consult TEGL 12-14 in tandem with this guidance. Also, please note the importance of maintaining a balance between exercising the transitional funding authority and continuing to serve current system customers effectively.
- ✓ **Build new, and strengthen existing, partnerships.** WIOA requires states and local areas to enhance coordination and partnerships with local entities and supportive service agencies for strengthened service delivery, including through unified state plans and combined state plans. These plans should include statutorily specified additional partners in the planning process; establish a set of system performance measures that apply to all core programs; strengthen linkages between a myriad of complementary programs within the One-Stop Center system; require co-location of employment services in One-Stop Centers; add One-Stop Center partners, such as Temporary Assistance for Needy Families (TANF) and the Jobs for Veterans State Grants (JVSG)

programs; enhance the role of apprenticeship; clarify partner programs support for system infrastructure costs and other common costs; and ask the system to work regionally and across local workforce development areas.

Additionally, successful implementation of many of the approaches called for within WIOA, such as career pathways and sector strategies, require robust relationships across programs and with businesses, economic development, education and training institutions, including community colleges and career and technical education local entities and supportive service agencies. As workforce system leaders step back and explore their approach for moving toward the WIOA vision, robust partnerships will be required to successfully enable our dual customers—jobseekers and employers—to drive solutions, to ensure these customers receive excellent services, and to effectively support economic regions.

- ✓ ***Engage with core programs and other partners to begin strategic planning.*** Local and state leaders should engage in strategic planning and find new ways to align core and other key programs, such as Registered Apprenticeship, Job Corps, JVSG, TANF, Perkins Career and Technical Education programs, Unemployment Insurance, and required partners under the Act. It is vital to understand the new unified and combined state plan requirements, and assess whether the right partners are at the table, and are participating fully as equal partners in the design and coordination of the programs and services within the workforce system. Strategic planning should include concrete goals as well as a vision of success: how the workforce system should ideally function in each state to best meet WIOA goals. We encourage local and state leaders to include state economic development staff and alignment of workforce and economic development goals.
- ✓ ***Reassess One-Stop delivery system.*** With your WIOA partners, reassess the One-Stop delivery system and what is needed to achieve seamless service delivery models that place the customer at the center of how programs are designed and delivered. Consider operations, such as “bricks and mortar” and information technology infrastructures in light of new requirements: core and mandatory One-Stop Center partners; co-location of Wagner-Peyser employment services; procedures and policies to transition to selecting One-Stop Center operators through competitive procurement; a Memoranda of Understanding to address One-Stop Center infrastructure funding; physical and programmatic accessibility requirements; and the vision of WIOA and state established goals. These actions will better position states and local workforce development areas to better tailor the state’s plan for infrastructure funding and certification of One-Stop Centers.
- ✓ ***Develop plans to ensure workforce investment boards become WIOA compliant.*** State and local boards must meet the new membership requirements and be able to carry out new functions by July 1, 2015. Chief elected officers should review the new requirements to reconstitute and certify boards. While a business majority is required by WIOA and must be maintained for the transition period of July 22, 2014 through June 30, 2015, suggested strategies may be employed to bring board membership into compliance by July 1, 2015, such as establishing standing committees and transition board members. When establishing standing committees, we strongly encourage

focusing on serving youth, low skilled adults, Indians and Native Americans, individuals with disabilities and other relevant priorities for the local area. Also, local areas can reach out to the state to signal interest in initial designation or re-designation that may result in a new area.

- ✓ ***Develop transition plans.*** Transition to WIOA and realizing its vision is complex, and will require substantial activities leading up to July 1, 2015 and after. We encourage states and local areas to develop transition plans that will allow for transition preparation and tracking of transition and implementation progress and use these to guide implementation of new WIOA requirements. Also, consider customer impacts, such as how current WIA participants are impacted in WIOA transition. ETA is developing several technical assistance tools to assist states and locals in this area.
- ✓ ***Prepare for fiscal and program changes for transition across legislations.*** There are several fiscal and program changes that have been recently issued that require attention as part of transition planning: the new Office of Management and Budget Uniform Guidance was published in the Federal Register on December 19, 2014 and ETA issued associated guidance in [TEGL 15-14](#), also dated December 19, 2014. Financial staff and other applicable staff must become familiar with the requirements of this guidance and the impact on the state system and the transition from WIA to WIOA. States should also prepare for 100 percent transfer between adult and dislocated worker formula funds.
- ✓ ***Assess state laws.*** It is important to review state legislation and identify areas that may conflict with WIOA to develop plans and strategies that resolve these conflicts. When state and federal laws conflict, federal laws take precedence.
- ✓ ***Review Eligible Training Provider processes.*** Review Eligible Training Provider List processes and assess how they need to be updated to reflect new eligibility criteria. Examples include: adding new procedures for the inclusion of Registered Apprenticeship programs; taking into account the need to ensure access to training throughout the state, including rural areas; and ensuring the ability of providers to provide training to individuals who are employed and individuals with barriers to employment. States must also take steps to ensure that eligible training providers are in a position to provide required outcomes information for individuals served by their programs by July 1, 2015. ETA will be providing additional technical assistance to support such implementation.
- ✓ ***Ensure new or existing youth service contract operators support the 75 percent out-of-school youth and the 20 percent work experience expenditure rate requirements.*** States and locals that are not currently meeting the 75 percent out-of-school youth requirement must begin to prepare for this transition. ETA will provide guidance and technical assistance to aid with this transition, including further guidance on use of funds, productive approaches for serving out-of-school youth, as well as alternative resources for serving in-school youth. In the meantime, states, local areas and federal partners should develop plans to address this requirement. States will receive their first WIOA allotment for the youth programs in April 2015 and will begin full implementation of WIOA for the Youth Program at that time

6. **Timeframe of Anticipated Regulations, Guidance & Technical Assistance.** ETA is committed to continuing its collaborative work with its Federal partners and all workforce system stakeholders and grantees to support WIOA implementation. Generally, the WIOA provisions take effect on July 1, 2015, with the exception of the provisions in title IV, which became effective on enactment, and targeted exceptions.

Two Notices of Proposed Rulemaking (NPRMs) will be issued in early 2015: a joint NPRM with the Department of Education which will cover joint activities, including state planning, performance, and provisions covering the One-Stop system; and a second which will cover the remaining ETA-administered provisions in WIOA. (Concurrently, three additional NPRMs will be published by the Department of Education, one implementing Adult Education and Literacy and two implementing WIOA amendments to the Rehabilitation Act of 1973.) These NPRMs will provide notice of the current thinking by ETA and the Department of Education and an opportunity for public comment. These NPRMs will be published in the Federal Register and posted on www.regulations.gov. Instructions on how to comment on the NPRMs are included in the preambles of each proposed rule. ETA and the Department of Education will analyze these public comments and develop and issue Final Regulations by early 2016.

As many provisions of the law go into effect July 1, 2015, ETA will issue Operating Instructions in spring 2015 to support such implementation. ETA also intends to issue operating and programmatic guidance and continue to disseminate technical assistance beginning in early 2015 and throughout implementation. We will continue to gather stakeholder input for guidance development and technical assistance needs and convene additional regional events and conferences to provide more in-depth learning and networking opportunities.

The DOL's official Website for additional information on WIOA is www.doleta.gov/wioa. In addition, ETA has created a new WIOA collection page at <https://wioa.workforce3one.org> which currently houses existing technical assistance resources that are relevant for WIOA implementation, and will house more technical assistance resources and guidance as they are developed. These pages will be updated as new information is available.

7. **Inquiries.** Questions regarding this guidance should be directed to the appropriate ETA regional office or through the ETA email address established for this purpose: DOL.WIOA@dol.gov. ETA monitors this account daily, and may respond to inquiries directly or through general communications such as official guidance, webinars, and public Q&A documents. You can also contact your regional office for any inquiries or feedback.



WIOA Action Matrix – Draft

Action	Comments <i>Action Item = Green</i>	Responsibility			Status
		WIB	Governing Body/CLEO	State Board/ Governor	
Establish Local Area					
Revise JPA to reference WIOA			X		Ongoing – Working with KMTG should be sent to county counsel in late Feb/March
Request Designation as Local Area	The Governor is required to designate (initially) local areas who have performed successfully and who have had fiscal integrity for the previous two years. Golden Sierra meets these criteria. No process has been defined but I recommend the WIB, in conjunction with the Governing Body, submit a letter requesting designation.	X	X	X	Approved by WIB 11/20/14 Approved by GB 12/15/14 Mailed 12/21/14 Draft Directive WSD14-111 released 1/16/15; Directive WSD14-10 released 2/20/15 (updated 3/9/15) Request approval from WIB 3/19/15 Request approval from GB 4/8/15
Request approval to remain one-stop operator	According to WIOA each local area is required to have one One-Stop (at a minimum) and that One-Stop must be collocated with EDD staff. Currently, the Golden Sierra region has five centers only one of which is collocated with EDD (Roseville). The designation would eliminate our requirement to competitively procure the operator for the region. This is the most cost effective and efficient scenario.	X	X	X	Approved by WIB 11/20/14 Approved by GB 12/15/14 Mailed 12/21/14

Action	Comments	Responsibility			Status
		WIB	Governing Body/CLEO	State Board/Governor	
Workforce Development Board					
Governance					
Review WIB Functions for gaps/opportunities	WIB (ADA accessibility policies)	X			
Review Bylaws	Review bylaws for consistency with responsibilities and functions of WDB	X	X		Working with KMTG
Re-write WIB/Governing Body Agreement	Review current agreement for consistency with WIOA	X	X		Working with KMTG
Set Qualifications for Director	The WDB will need to set qualifications for the Director. Will probably need to wait for regulations to do so.	X	X		
Review WIB Directives	Current WIB Directives will need to be reviewed and revised or eliminated for accuracy within the new system.	X			
Membership					
Review WIB membership for compliance and strategic direction	Is membership in line with key sectors and new requirements?		X		As required by WIOA and as referenced in WSD14-10, the Governing Body will be required to provide direction to staff to develop and approve a recruitment process that identifies and appoints appropriate members as defined by WIOA and state policy.
Structure					
Review Committee Structure	The WIB should review its committee structure to ensure that it can meet its new role. No youth council is required, new partners included in performance (performance committee), New business engagement metrics, new emphasis on pathways and pathway development, Education and economic development continuous improvement, accessibility...Joint mtgs with SETA? (See initiatives)	X			

Action	Comments	Responsibility			Status
		WIB	Governing Body/CLEO	State Board/Governor	
Workforce Development Board (continued)					
Planning/Service Delivery					
Convene Core Partners to discuss the design of the future system and MOUs	Executive Committee should convene leaders from DOR, EDD, Adult ED to discuss partnering in the new system, MOU's and Cost Sharing Agreements.	X			Email intro CWA WIOA Overview – 9/23/14 Letter intro WIOA 10/20/14
Meet with SETA to Consider Joint Committees and policies with SETA and CAIZ group	WIOA will nearly require a regional planning effort. We may want to have our subcommittees start meeting jointly with SETA	X			Attending SETA Planning Committee late January. Meeting cancelled; next meeting in February
Review One-Stop locations and service delivery model	Review service delivery. Should all current locations remain one-stops or should we target special projects in certain areas. Should we open population-specific job centers? Other LWIAs have centers that focus on youth only or business only or sectors. Should we reduce the number of physical centers and set-up remote access instead (the community colleges would be a likely host). (Recommendations to GB)	X	X		Met with Alpine County on 1/29/15 to discuss program services needs and model.
Publish RFQ for vender services	Establishing a vendor list for services will greatly enhance our ability to provider services without a full RFP process for each service	X			Working with staff to define services – anticipate release 2/10/15 Released 2/10/15
Publish RFQ for Training Services and/or One-Stops	Prepare for competitive bid requirement by obtaining lists of qualified/interested sub-recipients	X			In development
Technology	How does the WDB want to address the new emphasis on Technology				
Branding	Consider adopting unified Identifier	X	X		
Accessibility	How will we address accessibility				
LMID	How will we ensure we have proper data for planning – Contract that out				

Action	Comments	Responsibility			Status
	<i>Action Item = Green</i>	<i>WIB</i>	<i>Governing Body/CLEO</i>	<i>State Board/Governor</i>	
Workforce Development Board (continued)					
Performance					
Metrix	Review and identify performance metrix for WIA services or initiatives (i.e. expenditures related to OJT vs classroom training?) Training in critical clusters? Pathway development, apprenticeship enrollment – Business engagement etc.	X			
Initiatives	Brand Initiatives i.e. NEXT, Vital Assets, Youth@Work etc. - maybe reduce committees but have ad hocs that manage the initiatives?	X			

**GOLDEN SIERRA JOB TRAINING AGENCY
GOVERNING BODY**

MEMORANDUM

DATE: April 8, 2015
TO: Governing Body
FROM: Jason Buckingham, GSJTA Executive Director
SUBJ: SB734 - K491016 Funding Direct Training Spending Update

Resolution Action Item Information

For your review please find attached the level of spending and allowable leverage for participant direct training within the Adult and Dislocated Worker funding streams for Subgrant award No. K491016.

Both the graphed and numeric presentations provide information for the consortium as a whole and each member county's level of expenditures as of January 31, 2015.

Golden Sierra Job Training Agency
WIA Allocation Award K491016
Award Period - July 1,2013 - June 30,2015

Adult and Dislocated Worker Formula Fund Allocations	\$ 2,790,295
Training Requirement = 25% of Allocation with an Allowable 10% for Leverage	\$ 697,573

Budgeted - Expenditure/Leverage Performance Plan

	<u>Percent Share of Target</u>	<u>20% Budget</u>	<u>Percent Share of Target</u>	<u>5% Leverage</u>	<u>25% Total</u>
Placer County	63%	\$ 351,577	63%	\$ 87,895	\$ 439,473
El Dorado County	36%	\$ 200,901	36%	\$ 50,226	\$ 251,127
Alpine County	1%	\$ 5,581	1%	\$ 1,393	\$ 6,973
		\$ 558,059		\$ 139,514	\$ 697,573

Completed Transactions - January 31, 2015 (Cash/Accrued Transactions)

	<u>Target Obtained</u>	<u>Actual Expenditures</u>	<u>Target Obtained</u>	<u>Supported Leverage</u>	<u>Actual Expenditures & Leverage Total</u>
Placer County	94%	\$ 330,280	282%	\$ 248,193 *	\$ 578,476
El Dorado County	54%	\$ 108,314	38%	\$ 19,295	\$ 127,609
Alpine County	6%	\$ 344	0%	\$ -	\$ 344
		\$ 438,938		\$ 267,488	\$ 706,429

Expenditure/Leverage Performance Based on Budgeted Plan as of January 31, 2015

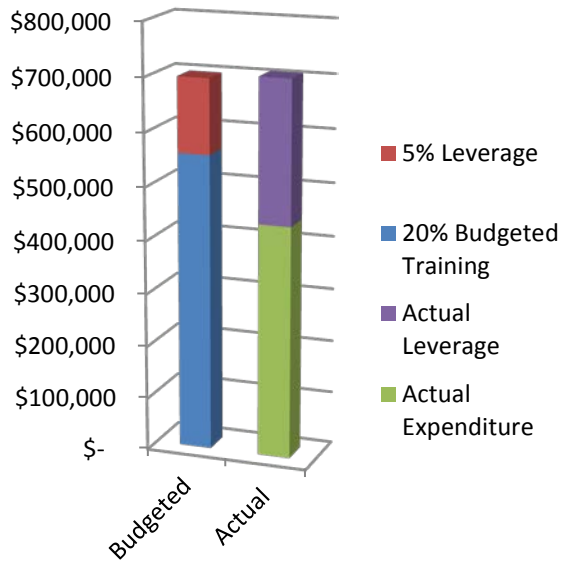
	<u>Actual Expenditures Over/(Under)</u>	<u>Contract Supported Leverage Over/(Under)</u>
Placer County	\$ (21,297)	\$ 160,298
El Dorado County	\$ (92,587)	\$ (30,931)
Alpine County	\$ (5,237)	\$ (1,393)
	\$ (119,121)	\$ 127,974

* \$58,126 of Rapid Response used as Additional Assistance for Training.

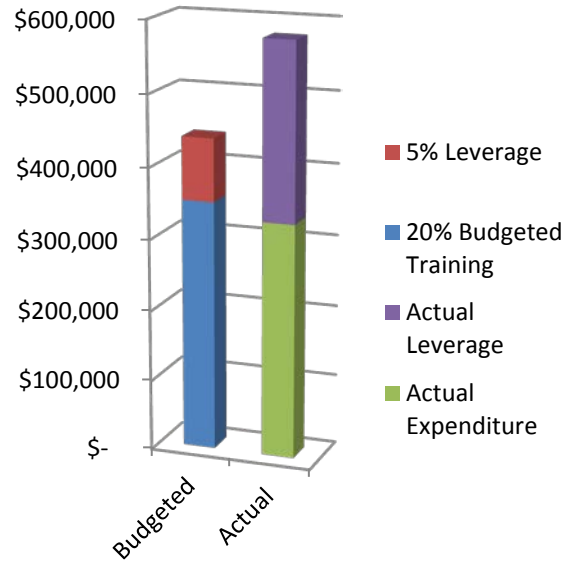
Recap of Consortium Performance as of January 31, 2015

Formula Fund Training WIA Expenditures Target	\$ 558,059	100%
Training Expenditures Completed	\$ 384,129	69%
Remaining WIA Expenditures	\$ 173,930	31%

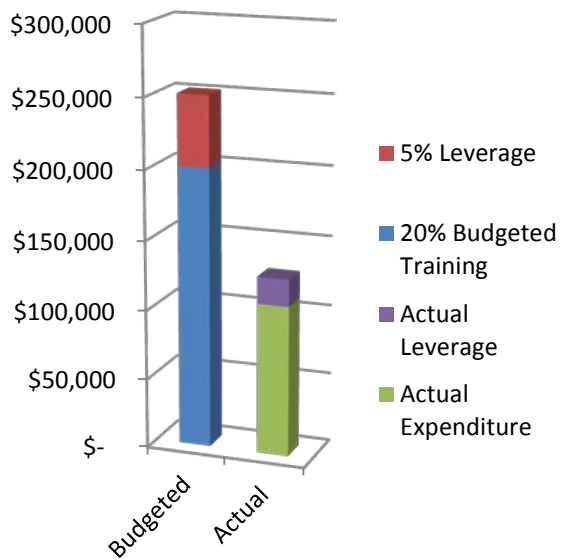
**Golden Sierra Consortium
K491016 as of January 31,
2015**



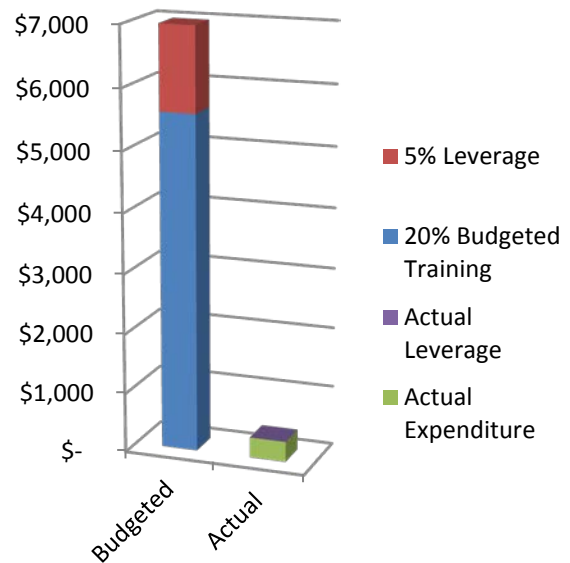
**Placer County
K491016 as of January 31,
2015**



**El Dorado County
K491016 as of January 31,
2015**



**Alpine County
K491016 as of January 31,
2015**



**GOLDEN SIERRA JOB TRAINING AGENCY
GOVERNING BODY**

MEMORANDUM

DATE: April 8, 2015
TO: Governing Body
FROM: Jason Buckingham, GSJTA Executive Director
SUBJ: WIA Performance Outcomes 2013-2014

Resolution Action Item Information

Attached is Workforce Services Information Notice 14-29 [\(WSIN14-29\)](#) publishing California's Local Area Performance outcomes for the Program Year 2013-2014. This report publishes performance for WIA funding sources.

Determinations of a Local Area's success rest in the Agency's "Success Rate". Successful Agencies reach no less than 80% of the Agency's Negotiated Rate. 80%-89% is defined as having met the performance measure. 90% and above is defined as having exceeded the measure.

Adult and Dislocated Worker

Background:

The U.S. Department of Labor's February 17, 2006, Training and Employment Guidance Letter (TEGL) No. 17-05 provided a national directive on the Common Measures for the WIA performance accountability system. There are three common measures that apply to WIA Title I-B programs serving Adults and Dislocated Workers: 1) Placement in Employment; 2) Employment Retention; and 3) Earnings Gains.

2013-2014 Adult and Dislocated Worker Performance			
Adult	Actual Performance Rate	Current Negotiated Goal	Success Rate
Entered Employment	77.3%	72.5%	106.6%
Employment Retention	85.7%	85%	100.8%
Earnings	\$18,442	\$16,750	110.1%
Dislocated Worker			
Entered Employment	78.1%	67%	116.5%
Employment Retention	88.2%	87.5%	100.8%
Earnings	\$25,652	\$17,900	143.3%

As the above chart displays the Golden Sierra WIB has exceeded all measure associated with Adult and Dislocated Worker services.

GSJTA Performance

April 8, 2015

Page 2

Youth

Background:

The U.S. Department of Labor's February 17, 2006, *Training and Employment Guidance Letter (TEGL) No. 17-05* provided a national directive on the Common Measures for the WIA performance accountability system. There are three common measures that apply to WIA Title I-B programs serving youth: 1) Placement in Employment or Education; 2) Attainment of a Degree or Certificate; and 3) Literacy and Numeracy Gains.

2013-2014 Youth Performance			
	Actual Performance Rate	Current Negotiated Goal	Success Rate
Placement	73.9%	57.5%	129.6%
Attainment	77.1%	48%	160.5%
Literacy/Numeracy	57.5%	30%	191.7%

As the above chart displays the Golden Sierra WIB has exceeded all measure associated with Youth services.

**GOLDEN SIERRA JOB TRAINING AGENCY
GOVERNING BODY**

MEMORANDUM

DATE: April 8, 2015
TO: Governing Body
FROM: Jason Buckingham, GSJTA Executive Director
SUBJ: WIA Service Provider Performance

Resolution Action Item Information

The attached quarterly information on service provider performance is supplied as requested to assist the board in compliance with WIA 117(d)(2) and WIB Bylaws 2.20(d).

Workforce Investment Act – final law

Section 117: Local Workforce Investment Boards

- (2) Selection of operators and providers.--
 - (A) Selection of one-stop operators.--Consistent with section 121(d), the local board, with the agreement of the chief elected official--
 - (i) shall designate or certify one-stop operators as described in section 121(d)(2)(A); and
 - (ii) may terminate for cause the eligibility of such operators.

WIB Bylaws 2.20(d):

2.20 It shall be the duty of the WIB to do all of the following:

- (d) Select one-stop operators, with the agreement of the local chief elected official, annually review their operations, and terminate for cause the eligibility of such operators.

Consortium Outcomes Report
 Quarter 2 PY14-15
 October - December 2014

	Adult Entered Employment	Adult Retention	Adult Avg Earnings
Goal	70.5%	82%	\$17,500
Outcome Achieved	89.3%	89.3%	\$19,619
	DW Entered Employment	DW Retention	DW Avg Earnings
Goal	72%	84.5%	\$18,950
Outcome Achieved	77.8%	75%	\$26,373
	Youth Placement	Youth Degree	Literacy Numeracy
Goal	63.5%	64%	48%
Outcome Achieved	60%	81.3%	50%

Outcome achieved color coding is standard:

<80%		Fail
80-100%		Meet
>100%		Exceed

Roseville			
	Adult Entered Employment	Adult Retention	Adult Avg Earnings
Goal	70.5%	82%	\$17,500
Outcome Achieved	90.3%	88.8%	\$21,287
	DW Entered Employment	DW Retention	DW Avg Earnings
Goal	72%	84.5%	\$18,950
Outcome Achieved	75%	72.7%	\$31,526
	Youth Placement	Youth Degree	Literacy Numeracy
Goal	63.5%	64%	48%
Outcome Achieved	100%	100%	na

Auburn			
	Adult Entered Employment	Adult Retention	Adult Avg Earnings
Goal	70.5%	82%	\$17,500
Outcome Achieved	100%	na	na
	DW Entered Employment	DW Retention	DW Avg Earnings
Goal	72%	84.5%	\$18,950
Outcome Achieved	100%	na	na
	Youth Placement	Youth Degree	Literacy Numeracy
Goal	63.5%	64%	48%
Outcome Achieved	50%	na	na

Pride			
	Youth Placement	Youth Degree	Literacy Numeracy
Goal	63.5%	64%	48%
Outcome Achieved	57%	75%	60%

Outcome achieved color coding is standard:

<80%		Fail
80-100%		Meet
>100%		Exceed

Placerville			
	Adult Entered Employment	Adult Retention	Adult Avg Earnings
Goal	70.5%	82%	\$17,500
Outcome Achieved	66.6%	88.8%	\$14,362
	DW Entered Employment	DW Retention	DW Avg Earnings
Goal	72%	84.5%	\$18,950
Outcome Achieved	100%	80%	\$16,071
	Youth Placement	Youth Degree	Literacy Numeracy
Goal	63.5%	64%	48%
Outcome Achieved	na	na	0%

South Lake Tahoe			
	Adult Entered Employment	Adult Retention	Adult Avg Earnings
Goal	70.5%	82%	\$17,500
Outcome Achieved	na	100%	\$24,489
	DW Entered Employment	DW Retention	DW Avg Earnings
Goal	72%	84.5%	\$18,950
Outcome Achieved	na	na	na
	Youth Placement	Youth Degree	Literacy Numeracy
Goal	63.5%	64%	48%
Outcome Achieved	na	100%	na

Outcome achieved color coding is standard:

- <80%  Fail
- 80-100%  Meet
- >100%  Exceed

Alpine			
	Adult Entered Employment	Adult Retention	Adult Avg Earnings
Goal	70.5%	82%	\$17,500
Outcome Achieved	100%	na	na
	DW Entered Employment	DW Retention	DW Avg Earnings
Goal	72%	84.5%	\$18,950
Outcome Achieved	na	na	na
	Youth Placement	Youth Degree	Literacy Numeracy
Goal	63.5%	64%	48%
Outcome Achieved	na	na	na

Outcome achieved color coding is standard:

- <80%  Fail
- 80-100%  Meet
- >100%  Exceed