

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE WORKFORCE DEVELOPMENT BOARD OF CONTRA COSTA COUNTY
AND ONE STOP/AJCC PARTNERS**

Background

In the era of the Workforce Investment Act (WIA, 1998), the Workforce Development Board of Contra Costa (WDBCCC) built a forward-thinking Local Plan to address the workforce development challenges of Contra Costa County. The WDBCCC fostered collaboration across a wide range of stakeholder interests, including those of business, labor, education, social services, philanthropy, non-profits and community based organizations. The WDB focused on leveraging priority industry sectors, strategic partnerships, career pathways and collaborations to build a greater regional system. These same themes of system alignment and collaborative intent are now a key element of federal workforce legislation.

Realizing the monumental importance of the first legislative reform of the public workforce system in more than fifteen years, WIOA implementation is demonstrating unprecedented collaboration at all levels of government. The law is unique in that it promotes, and in some cases requires, system alignment around common goals.

Passed with overwhelming bi-partisan support and signed into law in July 2014, The *Workforce Innovation and Opportunity Act (WIOA)* strengthens the ability of our public workforce system to align investments in workforce, education, and economic development with regional in-demand jobs. It also focuses on the importance of providing customers with access to high-quality one-stop centers that connect them with the full range of services available in their communities.

Federal Planning Process:

In strategic coordination, the Department of Labor (DOL) with the Department of Education (DoED) jointly developed and released major sections of the WIOA Notice of Proposed Rule-making. with input from the Department of Health and Human Services (HHS). The legislation and the processes for implementation seek to remove barriers to coordination and system alignment.

State Planning Process:

In accordance with the intent and the requirements of WIOA, the Governor via the California Workforce Development Board (State Board) coordinated with each of the WIOA core program operated by the California Department of Education (CDE), the Employment Development Department (EDD), the Department of Rehabilitation (DOR) to submit a unified state plan. The content of the State Plan reflects the collective thinking of agencies and partners involved in the planning process; and, in keeping with the themes of system alignment, joint-planning, and collaboration, State plans will be reviewed and approved, at the federal level, by both the DOL and the DoED).

Local Planning Process:

Collaboration at the local level centers on the America's Job Center of CaliforniaSM (AJCC) system, which must serve as an all-inclusive access point to education and training programs that provide demand-driven skills attainment, especially for those with barriers to employment.

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A critical component of the successful implementation of WIOA at the local level is a well-articulated MOU. Local Boards, with the agreement of the chief elected official (CEO), are responsible for entering into a MOU with each of the AJCC partners that outlines the operations of the overarching one-stop delivery system [WIOA Section 121(c)].

Preamble/Purpose of MOU

The purpose of this MOU is to establish a cooperative working relationship between the Workforce Development Board of Contra Costa County (WDB) and its partners in the local AJCC system, and to define respective roles and responsibilities in achieving the policy objectives. The MOU also serves to establish the framework for providing services to employers, employees, job seekers and others needing workforce services.

As of June 2016, there are four EASTBAY *Works America's* Job Centers of California (AJCC) in Contra Costa County. They are located in Brentwood, Antioch, Concord and San Pablo. Each of the Centers exists to help jobseekers find work and to help businesses become more successful. The Centers are managed by the WDB and supported by a group of partner agencies.

In 2013 the WDB through their One-Stop Career Centers/*America's* Job Centers of California established a charter for a Workforce Integration Network (WIN) of providers for the purpose of improving the workforce development system in Contra Costa County by bringing partners focused on this work together. Because Contra Costa is a large county, there are three geographically specific WINs that will cover East, Central & West County. These WINs will identify gaps and inefficiencies in the broad workforce system that partners coming together can improve. We believe that the establishment of these geographically defined WINs will strengthen the workforce system for Contra Costa County's job seekers and businesses and all of the partner agencies.

The WDB believes that the most effective way to help job seekers and businesses is by improving the workforce system in Contra Costa County broadly. This means building and strengthening partnerships among local agencies that are committed to lifting people out of unemployment and enhancing business productivity.

WIN members commit to working together to create a broader, more integrated system of workforce services designed to leverage public and private resources, enhance access to WIN member services, and improve long-term outcomes for individuals using these services. This will reduce duplication of effort and increase efficiency. Ultimately, a successful WIN will enhance the competitiveness of the local workforce, improve the local and regional economy and make each WIN member agency stronger. It is anticipated that the partners to this MOU will participate in this network in order to strengthen their collaboration with the WDBCCC and other One Stop/AJCC partners, and to serve customers more seamlessly and strategically.

Strengthening the workforce system will be accomplished by ensuring access to high-quality AJCCs that provide the full range of services available in the community for all customers seeking the following:

- Looking to find a job.
- Building basic educational or occupational skills.
- Earning a postsecondary certificate or degree.

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- Obtaining guidance on how to make career choices.
- Seeking to identify and hire skilled workers.

This MOU is intended to be a functional tool as well as visionary plan for how AJCC partners will work together to create a unified service delivery system that best meets the needs of our shared customers.

Local/Regional Vision Statement, Mission Statement, and Goals

The Workforce Development Board of Contra Costa County (WDB), in partnership with the Contra Costa County Board of Supervisors, has articulated a compelling **Vision** for economic vitality in our county and region:

“Contra Costa County’s Workforce Development Board supports a network that creates and promotes dynamic education systems, high-performing businesses, and a prosperous local economy with an abundance of high-quality jobs and skilled workers to fill them.”

The **Mission** of the WDB is:

“The Workforce Development Board of Contra Costa County promotes a workforce development system that meets the needs of businesses, job seekers, and workers, to support a strong and vibrant economy in Contra Costa County.”

In its 2013-2017 Strategic Plan, developed through an extensive community engagement process, the WDBCCC has identified goals in four primary areas that support its vision and mission. These include:

Adult Strategies Goal: Increase the number of Contra Costa residents who obtain marketable and industry-recognized credentials or degrees, with a special emphasis on those who are unemployed, low skilled, low-income, veterans, individuals with disabilities, and other in-need populations.

Business Services Goal: Meet the workforce needs of high-demand sectors of the local and regional economy.

Youth Strategies Goal: Increase the number of high school students, with emphasis on at risk youth and those from low-income communities, who graduate prepared for postsecondary vocational training, further education, and/or a career.

Administration Goal: Support system alignment, service integration, and continuous improvement, using data to support evidence-based policymaking.

It is important to note that these goals were developed in 2013 when the current strategic plan was prepared, and will continue to evolve as the WDB begins work on a new strategic plan in 2017.

The publically funded workforce system envisioned by WIOA is quality-focused, employer-driven, customer-centered, and tailored to meet the needs of the regional economies. It is designed to increase access to, and opportunities for the employment, education, training and support services that individuals need to succeed in the labor market, particularly those with barriers to employment. It aligns workforce

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development, education, and economic development programs with regional economic development strategies to meet the needs of local and regional employers and provide a comprehensive, accessible and high-quality workforce development system. This is accomplished by providing all customers access to high-quality one-stop centers that connect them with the full range of service available in their communities, whether they are looking to find jobs, build basic educational or occupational skills, earn a post-secondary certificate or degree or obtain guidance on how to make career choices, or are businesses and employers seeking skilled workers.

Each agency named in this agreement commits to adhere to the provisions of WIOA and to the greatest extent possible the following guiding vision and principles for California’s One-Stop delivery system that services will be:

- (1) Integrated and affording universal access to the system overall (offering as many employment, training, and education services as possible for employers and for individuals seeking jobs or wishing to enhance their skills);
- (2) Comprehensive (offering a large array of useful information with wide and easy access to needed services);
- (3) Customer-focused (providing the means for customers to judge the quality of the services and make informed choices);
- (4) Performance-based (based on a set of shared outcomes to be achieved and methods for measurement)

Parties to the MOU

All parties to this MOU are required partners in the One-Stop Delivery System under WIOA and include local/regional representatives of the following programs:

One-Stop Required Partner	Local Partner Contacts
Title 1 Adult	Workforce Development Board of Contra Costa Stephen Baiter sbaiter@ehsd.cccounty.us 925-602-6820
Title 1 Dislocated Worker	
Title 1 Youth	
Adult Education/Literacy	Adult Education/Literacy Kathy Farwell kfarwell@martinezusd.net 925-228-3276 ext 263
Career/Technical Education	K-12 and Adult Vittoria Abbate abbategv@mdusd.org 925-685-7340 Contra Costa Community College District Randy Tillery rtillery@4cd.org

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Wagner-Peyser	Employment Development Department Richard Johnson Richard.Johnson@edd.ca.gov 925-602-3999
Veterans	
Trade Adjustment Assistance Act	Employment Development Department Tammy Johnson Tammy.Johnson@edd.ca.gov 510-622-1589
Unemployment Insurance	
Vocational Rehabilitation	California Department of Rehabilitation Carol Asch Carol.Asch@dor.ca.gov 925-602-0835
Senior Community Service Employment Program (SCSEP)	Contra Costa County Employment and Human Services Department Leona Hartman lhartman@ehsd.cccounty.us 925-671-4543 Contra Costa County Employment and Human Services Department Victoria Tolbert vtolbert@ehsd.cccounty.us 925-671-4543
Job Corps	Job Corps Clearnise Bullard clearnise@davis-pr.com 510-832-2549
Native American (Section 166)	Northern California Indian Development Council, Inc. Terry Coltra tcotra@gmail.com 707-445-3037
Migrant/Seasonal (Section 167)	California Human Development Lili Aman (or alternate) Lily.Aman@CAHumanDevelopment.org 209-235-2070
YouthBuild	There are no YouthBuild programs in operation in this region.
Community Action	Employment and Human Services Department-Community Services Camilla Rand crand@ehsd.cccounty.us 925-681-6302
Housing Authority	Contra Costa Housing Joseph Villarreal jvillarreal@contracostahousing.org 925-957-8011

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Second Chance Act	Donte Blue Contra Costa County Probation Department Donte.Blue@prob.cccounty.us 925-313-4158
TANF/CalWORKS	Employment and Human Services Department Susan Bain sbain@ehsd.cccounty.us 510-262-8549

One-Stop System, Services

As of June, 2016, Contra Costa County is a very diverse county covering 805 square miles with a population just over 1,000,000. There are four One-Stop/America’s Job Centers of California located throughout the county: Brentwood, Antioch, Concord and San Pablo. While Contra Costa County appears to have recovered significantly from the recession, with a current unemployment rate of 4.4%, there are areas of high unemployment and poverty spread throughout pockets of the county, as high as 17 – 37% in some areas (East County and West County). In an effort to address the discrepancies throughout the large geographical area of the county the WDBCCC has delineated the county into 3 sub-regions: West, Central, and East, Each sub-region has established a workforce network within their designated sub-region. These networks have been created as Workforce Integration Networks and include a variety of partners (including public, private, non-profit) in the local area that support the mission, vision of the WDBCCC and are committed to working together to achieve the goal of moving as many individuals, families and businesses as possible toward economic self-sufficiency.

The WDBCCC and the One-Stops/AJCCs provide WIOA basic services to all customers that walk through our doors including: businesses, workers, under-employed, and unemployed. Individuals that meet WIOA eligibility requirements and priority of service will receive WIOA individualized services.

Responsibilities of AJCC Partners

The undersigned partners agree to carry out the following shared responsibilities in order to strengthen the capacity and effectiveness of the Contra Costa County East Bay Works AJCCs in achieving their service goals for job-seekers, employers and employees.

- One Stop/AJCC partners agree to participate in joint planning, plan development, and modification of activities to accomplish the following:
 - Continuous partnership building.
 - Continuous planning in response to state and federal requirements.
 - Responsiveness to local and economic conditions, including employer needs.
 - Adherence to common data collection and reporting needs.
- Make services provided by partner programs available to eligible customers through the one-stop delivery system.
- Participate in the operation of the one-stop system, consistent with the terms of the MOU and

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requirements of authorized laws.

- Participate in capacity building and staff development activities in order to ensure that all partners and staff are adequately cross-trained.

Funding of Services and Operating Costs

All parties to this MOU agree to share in the operating costs of the AJCC system, either in cash or through in-kind services. The cost of services, operating cost, and infrastructure costs of the system will be funded by all AJCC partners through a separately negotiated cost sharing agreement based on an agreed upon formula or plan.

AJCC partners will ensure that the shared costs are supported by accurate data, the shared costs are consistently applied over time, and the methodology used in determining the shared costs are reflected in a separate Cost Sharing Agreement that will be negotiated in good faith and implemented by December 31, 2017.

Methods for Referring Customers

All parties to this MOU commit to mutually implement processes for the referral of customers to services not provided on-site. All parties to this MOU agree that they will:

- Ensure that intake and referral processes are customer-centered and provided by staff trained in customer service.
- Ensure that general information regarding AJCC programs, services, activities and resources shall be made available to all customers as appropriate.

Information on the customer referral process and direct links for access to AJCC partner staff that will be provided by each One Stop/AJCC partner are included in the attached MOU addendum for each local partner.

Access for Individuals with Barriers to Employment

The WDBCCC has established a local priority of service policy that will be implemented at all One-Stop/AJCC sites across the county that will ensure access for individuals with barriers to employment.

In accordance with new WIOA guidelines and definitions, individuals (adults and youth) with barriers to employment include those who are members of one or more of the following populations:

- (A) Displaced homemakers.
- (B) Low-income individuals.
- (C) Indians, Alaska Natives, and Native Hawaiians, as such terms are defined in section 166.
- (D) Individuals with disabilities, including youth who are individuals with disabilities.
- (E) Older individuals.
- (F) Ex-offenders.
- (G) Homeless individuals (as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e– 2(6))), or homeless children and youths (as defined in

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section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2))).

- (H) Youth who are in or have aged out of the foster care system.
- (I) Individuals who are English language learners, individuals who have low levels of literacy, and individuals facing substantial cultural barriers.
- (J) Eligible migrant and seasonal farmworkers, as defined in section 167(i).
- (K) Individuals within 2 years of exhausting lifetime eligibility under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.).
- (L) Single parents (including single pregnant women).
- (M) Long-term unemployed individuals.
- (N) Such other groups as the Governor involved determines to have barriers to employment.

Services provided for individuals with barriers may include direct referral to a partner agency that has expertise working with that specific population. Professional development and training will be provided to staff to ensure not only sensitivity but cross-training competencies in this area.

Information on how each One Stop/AJCC partner will provide access to individuals with barriers to employment is included in the attached MOU addendum for each local partner.

Each AJCC partner ensures that policies, procedures, programs, and services are in compliance with the *Americans with Disabilities Act of 1990* and its amendments, in order to provide equal access to all customers with disabilities.

Shared Technology and System Security

WIOA emphasizes technology as a critical tool for making all aspects of information exchange possible, including client tracking, common case management, reporting, and data collection. To support the use of these tools, each AJCC Partner agrees to the following:

- Comply with the applicable provisions of WIOA, Welfare and Institutions Code, California Education Code, Rehabilitation Act, and any other appropriate statutes or requirements.
- The principles of common reporting and shared information through electronic mechanisms, including shared technology.
- Commit to share information to the greatest extent allowable under their governing legislation and confidentiality requirements.
- Maintain all records of the AJCC customers or partners (e.g. applications, eligibility and referral records, or any other individual records related to services provided under this MOU) in the strictest confidence, and use them solely for purposes directly related to such services.
- Develop technological enhancements that allow interfaces of common information needs, as appropriate.
- Understand that system security provisions shall be agreed upon by all partners.

Confidentiality

Each AJCC Partner to this MOU agrees to comply with the provisions of WIOA as well as the applicable sections of the Welfare and Institutions Code, the California Education Code, the Rehabilitation Act, and any other appropriate statute or requirement to assure the following:

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- All applications and individual records related to services provided under this MOU, including eligibility for services and enrollment and referral, shall be confidential and shall not be open to examination for any purpose not directly connected with the delivery of such services.
- No person will publish, disclose use, or permit, cause to be published, disclosed or used, any confidential information pertaining to AJCC applicants, participants, or customers overall unless a specific release is voluntarily signed by the participant or customer.
- The AJCC partner agrees to abide by the current confidentiality provisions of the respective statutes to which AJCC operators and other AJCC partners must adhere, and shall share information necessary for the administration of the program as allowed under law and regulation. The AJCC partner, therefore, agrees to share client information necessary for the provision of services such as assessment, universal intake, program or training referral, job development or placement activities, and other services as needed for employment or program support purposes.
- Client information shall be shared solely for the purpose of enrollment, referral or provision of services or as otherwise required by law. In carrying out their respective responsibilities, each party shall respect and abide by the confidentiality policies of the other parties.

Non-Discrimination and Equal Opportunity

The AJCC partner shall not unlawfully discriminate, harass or allow harassment against any employee, applicant for employment or AJCC applicant due to gender, race, color, ancestry, religion, national origin, veteran status, physical disability, mental disability, medical condition(s), age, sexual orientation or marital status. The AJCC partner agrees to comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990) and related, applicable regulations.

The AJCC partner will assure compliance with the Americans with Disabilities Act of 1990 and its amendments, which prohibits discrimination on the basis of disability, as well as other applicable regulations and guidelines issued pursuant to the Americans with Disabilities Act.

Grievances and Complaints Procedure

All AJCC partner MOU signatories agree to establish and maintain a procedure for grievance and complaints as outlined in WIOA. The process for handling grievances and complaints is applicable to customers and partners. These procedures will allow the customer or entity filing the complaint to exhaust every administrative level in receiving a fair and complete hearing and resolution of their grievance. The partner further agrees to communicate openly and directly to resolve any problems or disputes related to the provision of services in a cooperative manner and at the lowest level of intervention possible.

American's with Disabilities Act and Amendments Compliance

All AJCC partner MOU signatories agree to ensure that the policies and procedures as well as the programs and services provided at the AJCC are in compliance with the *Americans with Disabilities Act of 1990* and its amendments. Additionally, partners agree to fully comply with the provisions of WIOA, Title VII of the civil Rights act of 1964, the Age Decimation Act of 1975, Title IX of the Education Amendments of 1972, 29 CRF Part 37 and all other regulations implementing the aforementioned laws.

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Effective Dates and Term of MOU

This MOU shall be binding upon each party hereto upon execution by such party. The term of this MOU shall be three years, commencing on July 1, 2016. The MOU will be reviewed and updated, at a minimum, every three years in order to ensure it contains up to date information regarding funding, delivery of services, and changes in the signatory official of the Local Board, CEO, or AJCC partners.

Modifications and Revisions

This MOU constitutes the entire agreement between the parties and no oral understanding not incorporated herein shall be binding on any of the parties hereto. This MOU may be modified, altered, or revised, as necessary, by mutual consent of the parties, by the issuance of a written amendment, signed and dated by the parties.

Termination

The parties understand that implementation of the AJCC system is dependent on the good faith effort of every partner to work together to improve services to the community. The parties also agree that this is a project where different ways of working together and providing services are being tried. In the event that it becomes necessary for one or more parties to cease being a part of this MOU, said entity shall notify the other parties, in writing, 30 days in advance of that intention.

Administrative and Operations Management Sections

Supervision/Day to Day Operations

The day-to-day coordination of staff assigned to the AJCCs will be the responsibility of the site supervisor(s), while the original employer of staff assigned to the AJCCs will continue to set the priorities of its staff. Any change in work assignments or any problems at the worksite will be handled by the site supervisor(s) and the management of the original employer.

The office hours for the staff at the AJCCs will be established by the site supervisor(s) and the primary employer. All staff will comply with the holiday schedule of their primary employer and will provide a copy of their holiday schedule to the operator and host agency at the beginning of each fiscal year. Partner organizations will proactively communicate with AJCC sites regarding additional non-work days (i.e. sick days, vacation days).

Disciplinary actions may result in removal of co-located staff from the AJCCs and each party will take appropriate action.

Each party shall be solely liable and responsible for providing to, or on behalf of, its employee(s), all legally required employee benefits. In addition, each party shall be solely responsive and save all other parties harmless from all matters relating to payment of each party's employee(s), including compliance with social security withholding, workers' compensation, and all other regulations governing such matters.

Dispute Resolution

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Parties shall continue with responsibilities under this MOU during any dispute. The parties agree to try to resolve policy or practice disputes at the lowest level, starting with the site supervisor(s) and staff. If issues cannot be resolved at this level, they shall be referred to the management staff of the respective staff employer and the operator, for discussion and resolution.

Press Releases and Communications

Participation of each party in press/media presentations will be determined by each party's public relations policies.

The parties agree to utilize the AJCC logo developed by the State of California and the Local Board on facilities identified for AJCC usage, as well as partner websites.

Hold Harmless/Indemnification/Liability

In accordance with provisions of Section 895.4 of the California Government Code, each party hereby agrees to indemnify, defend and hold harmless all other parties identified in this MOU from and against any and all claims, demands, damages and costs arising out of or resulting from any acts or omissions which arise from the performance of the obligations by such indemnifying party pursuant to this MOU. In addition, except for Departments of the State of California which cannot provide for indemnification of court costs and attorney's fees under the indemnification policy of the State of California, all other parties to this MOU agree to indemnify, defend and hold harmless each other from and against all court costs and attorney's fees arising out of or resulting from any acts or omissions which arise from the performance of the obligations by such indemnifying party pursuant to this MOU. It is understood and agreed that all indemnity provided herein shall survive the termination of this MOU.

Signatures of Approval

We, the undersigned representatives of the Workforce Development Board of Contra Costa County and the Contra Costa County Board of Supervisors, do hereby agree to and approve this document.

Stephen Baiter, Executive Director
Workforce Development Board of Contra Costa County

Name, Title
Contra Costa County Board of Supervisors

Date: _____

Date: _____

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Signature of Approval

I, the undersigned representative of the **Name of Organization**, do hereby agree to and approve this document.

Name, Title of Authorized Signatory
Organization Name
Phone Number
E-mail Address

Date: _____

Signature of Approval

I, the undersigned representative of the **Name of Organization**, do hereby agree to and approve this document.

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