

**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, the Workforce Development Board of Contra Costa (WDB) built a forward-thinking Local Plan to address the workforce development challenges of Contra Costa County. The WDB 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 workforce system. These same themes of system alignment and collaborative intent are now a key element of federal workforce legislation.

Passed with overwhelming bipartisan 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.

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.

Federal Planning Process:

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 is designed to remove barriers to workforce development system coordination and 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 programs operated by the California Department of Education (CDE), the Employment Development Department (EDD), and 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. In keeping with the themes of system alignment, joint-planning, and collaboration, the State Plan will be reviewed and approved at the federal level by both the DOL and the DoED.

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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.

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)).

Purpose of MOU

The purpose of this MOU is to establish a cooperative working relationship between the WDB and its partners in the local AJCC system, and to define respective roles and responsibilities in achieving WIOA's 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 AJCCs 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 Concord AJCC is a comprehensive AJCC, defined as an AJCC location where job seekers and employers can access the programs, services, and activities of all required partners with at least one Title I staff person physically present (WIOA Joint Final Rule Section 678.305). Affiliate AJCCs are defined as AJCC locations where job seekers and employers can access the programs, services and activities of one or more AJCC partners. Affiliate AJCCs (Brentwood, Antioch, and San Pablo) are not required to provide access to all partner programs (WIOA Joint Final Rule Section 678.310). Centers are managed by the WDB and supported by a group of AJCC partners.

In 2013 the WDB, through its One-Stop Career Centers/AJCCs, established a charter for Workforce Integration Networks (WIN) of agencies for the purpose of improving the workforce development system in Contra Costa County. Because Contra Costa is a large county, there are three geographically-specific WINs that will cover East, Central, and West Contra Costa County. The WINs will identify gaps and inefficiencies in the broad workforce system that agencies may improve by working together. The parties to this MOU believe that the establishment of these geographically-defined WINs will strengthen the workforce development system for Contra Costa County's job seekers, businesses, and all of the partner agencies.

Parties to this MOU agree to work together to create a broader, more integrated system of workforce development services designed to leverage public and private resources, enhance access to WIN services, and improve long-term outcomes for individuals using these services. This collaboration is designed to reduce duplication of effort and increase efficiency. Ultimately, successful WINs will enhance the

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competitiveness of the local workforce, improve the local and regional economies, and make each WIN agency more effective than it would be on its own. AJCC partners agree to strengthen their collaboration with the WDB and other AJCC partners in order to serve customers in a more seamless and strategic manner.

Strengthening the workforce development 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.
- 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 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 WDB 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.

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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.

(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 employment, education, training, and support services for individuals to succeed in the labor market—particularly individuals with barriers to employment. It aligns workforce 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 AJCCs to connect customers to the full range of services available in their communities, whether they are looking to find jobs, build basic educational or occupational skills, earn a post-secondary certificate or degree, obtain guidance on how to make career choices, or are businesses/employers seeking skilled workers.

Each AJCC partner agrees 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); and
- (4) Performance-based (based on a set of shared outcomes to be achieved and methods for measurement).

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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 Organizations/Programs
Title 1 Adult	Workforce Development Board of Contra Costa County/Employment and Human Services Department
Title 1 Dislocated Worker	
Title 1 Youth	
Adult Education/Literacy	Martinez Unified School District – Adult Education/Literacy Mt. Diablo Unified School District – K12 and Adult Education West Contra Costa Unified School District – Adult Education Liberty Union High School District – Liberty Adult Education Antioch Adult Education Center Acalanes School District/Del Valle Education Center Pittsburg Unified School District/Pittsburg Adult Education Center Contra Costa County Office of Education Contra Costa Community College District
Career/Technical Education	
Wagner-Peyser	Employment Development Department Employment Development Department
Veterans	
Trade Adjustment Assistance Act	
Unemployment Insurance	
Vocational Rehabilitation	California Department of Rehabilitation Greater East Bay District
Senior Community Service Employment Program (SCSEP)	Contra Costa County/Employment and Human Services Department

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Job Corps	Job Corps
Native American (Section 166)	Northern California Indian Development Council, Inc. Scotts Valley Tribal TANF
Migrant/Seasonal (Section 167)	California Human Development
YouthBuild	There are no YouthBuild programs in operation in this region.
Community Action	Employment and Human Services Department-Community Services
Housing Authority	Contra Costa County Housing Authority
Second Chance Act	Contra Costa County Probation Department
TANF/CalWORKS	Contra Costa County Employment and Human Services Department

One-Stop System Services

Contra Costa County is a diverse county covering 805 square miles with a population of over 1,000,000 people (June 2016). There are four AJCCs located throughout the county: Brentwood, Antioch, Concord, and San Pablo. As the largest site and the one that incorporates programs, services and activities of all required AJCC partners, Concord AJCC is designated a comprehensive AJCC. Brentwood, Antioch and San Pablo are considered Affiliate sites.

While Contra Costa County appears to have recovered significantly from the Great Recession, with a current unemployment rate of 4.0% (December 2016), there are pockets of high unemployment and poverty as high as 17-37% (East County and West County). In an effort to address these geographic discrepancies, the WDB has delineated the county into 3 sub-regions: West, Central, and East. Each sub-region has established a WIN. These WINs include a variety of partners (public, private, and non-profit) to support the mission and vision of the WDB. The WIN agencies are committed to working together to achieve the goal of moving as many individuals, families and businesses as possible toward economic self-sufficiency.

The WDB and AJCCs make WIOA basic services available to all customers including: businesses, workers,

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under-employed individuals, and unemployed individuals. Individuals that meet WIOA eligibility requirements and priority of service receive WIOA individualized services.

Responsibilities of AJCC Partners

AJCC 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:

- 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 AJCC system, consistent with the terms of this MOU and 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

AJCC partners 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, are consistently applied over time, and the methodology used in determining the shared costs is reflected in a separate Infrastructure Funding Agreement (IFA) that will be negotiated in good faith and implemented by January 1, 2018.

Methods for Referring Customers

AJCC partners 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:

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- 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 will be included in an attached MOU addendum.

Access for Individuals with Barriers to Employment

The WDB has established a local priority of service policy that will be implemented at all AJCC sites across Contra Costa County to 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 of WIOA.
- (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 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) of WIOA.
- (K) Individuals within two 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 State of California determines to have barriers to employment.

Services provided for individuals with barriers to employment 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.

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Information on how each AJCC partner will provide access to individuals with barriers to employment is included in an attached MOU addendum for each partner.

Each AJCC partner shall ensure 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, the California Welfare and Institutions Code, California Education Code, Rehabilitation Act, and other appropriate statutes and requirements.
- Adhere to principles of common reporting and shared information through electronic mechanisms, including shared technology.
- Commit to share information to the greatest extent allowable under governing legislation and confidentiality requirements.
- Maintain all records of AJCC customers or partners (e.g. applications, eligibility and referral records, and 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 agrees to comply with the provisions of WIOA as well as the applicable sections of the California Welfare and Institutions Code, the California Education Code, the Rehabilitation Act, and any other appropriate statute or requirement to assure the following:

- All applications and individual records related to services provided under this MOU, including eligibility for services, 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.
- Compliance with the confidentiality provisions of the respective statutes to which AJCC partners must adhere, while sharing information necessary for the administration of the program as allowed under law and regulation. Each AJCC partner, therefore, agrees to share client information

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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 AJCC partner shall respect and abide by the confidentiality policies of the others.

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. Each AJCC partner agrees to comply with the provisions of the Fair Employment and Housing Act (Cal. Gov. Code § 12990) and related 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.

Grievance and Complaint Procedure

AJCC partners 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 AJCC 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. AJCC partners further agree 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 partners 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, AJCC 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.

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,

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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 WDB, CEO, and/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, through the issuance of a written amendment executed by the AJCC partners.

Additional AJCC Partner Agencies

This MOU contemplates that from time-to-time additional AJCC partners may be identified. If and when this happens, each new AJCC partner must sign an MOU with WDB on the same terms as this MOU. Approval of additional AJCC partners is at WDB's discretion. Signatures of other partner agencies will not be required on any MOU between a new AJCC partner and WDB.

Termination

The parties to this MOU 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. AJCC partners also agree that this effort involves different ways of working together and providing services. In the event that it becomes necessary for one or more partners to cease participation in this MOU, said entity shall notify the other AJCC partners, in writing, 30 days in advance of that intention.

Administrative and Operations Management

Supervision/Day to Day Operations:

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

The office hours for 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 copies of their holiday schedules 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 (e.g. sick days, vacation days).

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

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

Dispute Resolution:

Parties shall continue with responsibilities under this MOU during any dispute. AJCC partners agree to attempt to resolve policy or practice disputes at the lowest level, starting with the site supervisor(s) and staff. If issues cannot be resolved at that 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 AJCC partner in press/media presentations will be determined by each partner's public relations policy.

AJCC partners agree to utilize the AJCC logo developed by the State of California and the WDB on facilities identified for AJCC usage, as well as partner websites.

INDEMNIFICATION

AJCC partners shall indemnify, defend, save and protect, and hold the Workforce Development Board of Contra Costa County harmless from all claims, cost, loss, liability, expense, damage (including consequential damages) or other injury, claim, action or proceeding, including without limitation, attorney's fees and expenses, to the fullest extent not prohibited by applicable law, arising out of or connected with this Agreement or the parties' action pursuant to this Agreement, including any action to attack, set aside, void, abrogate, rescind, or annul this Agreement.

The Workforce Development Board of Contra Costa County shall indemnify, defend, save and protect and hold the AJCC partners harmless from all claims, cost, loss, liability, expense, damage (including consequential damages) or other injury, claim, action or proceeding, including without limitation, attorney's fees and expenses, to the fullest extent not prohibited by applicable law, arising out of or connected with this Agreement or the parties' action pursuant to this Agreement, including any action to attack, set aside, void, abrogate, rescind, or annul this Agreement.

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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.

Donna P. Van Wert, Interim Executive Director
Workforce Development Board of Contra Costa County

Name
Chair, Contra Costa County Board of
Supervisors

Date: _____

Date: _____

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