MEMORANDUM OF UNDERSTANDING

Rubicon Programs Inc. /Eden Area Comprehensive AJCC

AND

San Leandro Adult School

The Eden Area Comprehensive AJCC, a partner with the America's Job Center of California (AJCC), is operated by Rubicon Programs, Incorporated (Rubicon). The Eden Area Comprehensive AJCC is located in Hayward, with services targeting residents of Hayward, Castro Valley, San Leandro, San Lorenzo and the Unincorporated Eden Areas. San Leandro Adult School provides Adult Education classes and enters into this agreement as a partner with Rubicon to advance the mission of the Eden Area AJCC.

MISSION STATEMENT

The mission of the Eden Area Comprehensive AJCC is to serve as the focal point for local and regional workforce development activities and to integrate workforce preparation services to address job, education, training, and employment needs.

PURPOSE OF MOU

The purpose of this agreement is to coordinate partner resources to ensure the effective and efficient delivery of services to mutual customers by establishing joint processes and procedures for service referrals among partners to best meet customer needs.

Through this agreement partners will integrate services into the current Eden Area AJCC service delivery system, resulting in a seamless and comprehensive array of education, human service, job training and other workforce development services available to AJCC customers.

SERVICES PROVIDED

The resources and services provided at the Eden AJCC shall be integrated, comprehensive and customer focused.

Under this MOU, Eden Area Comprehensive AJCC partners agree to:

- Promote partner resources through applicable programs or services, including identification of potential service referrals
- Cooperate with Rubicon/Eden AJCC to identify local businesses that could be potential sources of employment for AJCC customers
- Identify a representative to participate in quarterly Eden Area AJCC Partner Meetings to promote and support integration of partner services
- Provide services in accordance with applicable regulations and policies governing the partner organization, while adhering to policies and procedures for promotion and service delivery in the Eden Area AJCC.

METHOD OF REFERRAL

Parties to this MOU agree to develop a process for common intake and referral for all Eden Area AJCC customers. Eden Area AJCC partners may promote appropriate resources and services in the AJCC in accordance with our policies and procedures. Eden Area AJCC customers will be referred to partners for appropriate services according to specified referral procedures. Customers seeking information about participation in the Workforce Investment Opportunity Act (W.I.O.A.) Adult and Dislocated Worker Programs will be referred to the AJCC for information about program eligibility.

Confidentiality:

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

TERMS AND CONDITIONS OF AGREEMENT

This agreement is non-financial in nature, and binds no party or partner to financial obligations. If the parties agree that any activities which may arise from this agreement are to be reimbursed or compensated, prior to engaging in such activities execution of a separate agreement or contract is required. Each subsequent agreement or contract involving transfer of money, services or property between the partners to this MOU must comply with all applicable statutes and regulations.

Effective Dates:

This MOU shall become ***effective on 11/15/2017 and terminate on 6/30/2018*** and will continue in effect until such time as it is expired or terminated.

Anti-Discrimination Clause:

All Center and Affiliated Partners shall not unlawfully discriminate, harass, or allow harassment, against any employee or customer for services because of sex, race color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental condition, age (over 40), or marital status. Partners shall ensure that the evaluation and treatment of their employees and customers are free from such discrimination and harassment.

ADA Compliance:

All Center and Affiliated Partners agree to comply with the Americans With Disabilities Act (ADA) of 1990 (42 U.S.C. Section 12101 et seq.), Section 504 of Code Section 11135 et seq., as well as the regulations which implement these statutes, which prohibit discrimination on the basis of disability. Partners specifically understand and agree that by entering into this MOU they are obligated to comply with Title II of the ADA where the obligations imposed by Title II are more stringent than the Partners' obligations otherwise would be under Title I or III of the ADA.

Administrative Dispute Resolution:

Partners agree to communicate openly and directly with other partners. Every effort will be made to resolve any problems or disputes related to the center in a cooperative manner and at the lowest level of intervention possible. For disputes that cannot be resolved through communication between partners, the local Workforce Development Board and the Local Chief Elected Official will be called upon to resolve differences.

Termination Policy:
Either party may elect to terminate participation in this Memorandum of Understanding without cause by delivering a thirty (30) day written notice of intent to terminate.

_____ _____

Tim Combs, Date
Director of Economic Empowerment, Alameda County
Rubicon Programs Inc.

_____ _____

Bradley Frazier Date
Principal
San Leandro Adult School