

XI. Non-Discrimination and Equal Opportunity

1. The AJCC One-Stop System 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), in accordance with the WIOA non-discrimination and equal opportunity provisions cited in Title VI of the Civil Rights Act of 1964, Section 188 of the WIOA, and California Government Code § 12920, 12940, and 12949, and related, applicable regulations. This also applies to beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA financially assisted program or activity. In addition, sexual harassment is against the law and is grounds for filing a discrimination complaint.
2. The AJCC One-Stop System 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.

XII. Grievances and Complaints Procedure

1. All AJCC One-Stop System 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 both customers and partners. These procedures will allow the customer or entity filing the complaint to exhaust every administrative level to receive 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.
2. All AJCC / One-Stop partners shall comply with the Monterey County Workforce Development Board's Policy #2019-01 – the Grievance and Complaint Policy and attachments located online at: [Accessibility | Monterey County Workforce Development Board \(montereycountywdb.org\)](https://montereycountywdb.org).

XIII. Americans with Disabilities Act and Amendments Compliance

All AJCC / One-Stop partners agree to ensure that the policies and procedures as well as the programs and services provided at the AJCC / One-Stop are in compliance with the Americans with Disabilities Act and its amendments. Additionally, partners agree to fully comply with the provisions of WIOA, Title VI and Title VII of the Civil Rights act of 1964, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, 29 CRF Part 37, and all other regulations implementing the aforementioned laws.

XIV. Effective Dates and Term of MOU

1. This MOU shall be effective on July 1, 2025. The term of this MOU shall be three years, from July 1, 2025, through June 30, 2028.

2. This MOU shall be binding upon each party hereto upon execution by such party. The MOU will be reviewed not less than once every three years to identify any substantial changes that have occurred and amend and extend as appropriate.

XV. Modifications, Revisions, Amendments

1. 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.
2. All parties agree that amendments affecting one partner only, or specific partners only, need only be signed by authorized representatives of the Monterey County WDB, the CEO, and the affected partner(s). Amendments that will affect the responsibilities of all parties require the signatures of all parties. All amendments will involve the following process:

The party seeking an amendment will submit a written request to the Monterey County WDB that includes:

- I. The requesting party's name
 - II. The reason(s) for the amendment request
 - III. Each section of this MOU that will require revision
 - IV. The desired date for the amendment to be effective
 - V. The signature of the requesting party's authorized representative.
3. If the request is approved, the Monterey County WDB will notify the remaining parties of the intent to amend and will provide each remaining party thirty (30) days from the date of the notice (unless another timeframe is specified in the notice) to review the anticipated amendment and to submit a response to the Monterey County WDB. Failure by a party to respond within the prescribed timeframe will be deemed that party's approval of the proposed amendment.
 4. In the event that a remaining party has questions and/or concerns regarding the proposed amendment, the party must list its questions and/or concerns in writing and submit the list to the Monterey County WDB within the specified timeframe.
 5. Monterey County WDB will review the listed questions and/or concerns and will issue a response within fifteen (15) days of receipt of the list. If the Monterey County WDB deems it necessary, the listed questions and/or concerns will be sent to all other parties and/or a meeting with all parties will be scheduled to discuss the proposed changes and to achieve consensus on a final amendment draft.
 6. The final, approved amendment draft will be signed by authorized representatives of the affected partners and then submitted to the Monterey County WDB for the final signature. Monterey County WDB will distribute copies of the fully executed amendment to all parties.
 7. This writing constitutes the entire agreement pertinent to Phase I of the MOU process

among the parties with respect to each party's role and responsibility in the AJCC / One-Stop delivery system. All parties agree that any amendments to any applicable laws or regulations cited herein will result in the correlative modification of this MOU without necessitating a formal, written amendment.

8. All parties agree to communicate details of any amendment to their respective staff members whose responsibilities may be impacted by changes and further agree to ensure that their respective staff members are referencing or utilizing the most current version of the MOU and attachments in the performance of responsibilities under this MOU.
9. Amendments that will require the signatures of all parties must be executed no later than ninety (90) days prior to the end of the MOU period, and amendments that require only the signatures of the LWDB, the CEO, and the affected parties must be executed no later than 45 days from the end of each current program year.

XVI. Termination

1. This MOU will remain in effect until the end date specified in Section XIV.
2. The parties understand that implementation of the AJCC / One-Stop delivery system is dependent on the good faith effort of every partner to work together to improve services to the community.

XVII. Administrative and Operations Management

1. License for Use – During the term of this MOU, all partners to this MOU shall have a license to use all the space of the AJCCs for the sole purpose of conducting acceptable AJCC services as out lined herein.
2. Supervision/Day to Day Operations –
 - a. The day-to-day supervision of staff assigned to the AJCCs will be the responsibility of the site supervisor(s). 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.
 - b. The office hours for the staff at the AJCCs will be established by the site supervisor(s) and the primary employer. The office hours will be posted at all locations. All staff will comply with the holiday schedule of their primary employer or Monterey County Workforce Development Board, and the primary employer will provide a copy of their holiday schedule to the operator and host agency at the beginning of each fiscal year.
 - c. Each AJCC One-Stop System partner is responsible for the discipline of its own employee(s), where warranted. Disciplinary actions may result in removal of co-located staff from the AJCCs, and each party will take appropriate action.
3. 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