



**State of New Mexico
Higher Education Department
Adult Education Division**

Program Annual Report

2018-2019

Please email reports to:

adult.education@state.nm.us

Adult Education Division
New Mexico Higher Education Department
2044 Galisteo, Suite 4
Santa Fe, NM 87505

**Reporting Deadline
September 3, 2019**

(Please email your reports to adult.education@state.nm.us no later than 5 p.m. on the due date.)

Annual Program Report

2018-2019

Checklist:

- ☐ Complete Cover Page with Signatures
- ☐ Complete Section I (Program Narrative)
- ☐ Complete Section II (Student Data)
- ☐ Complete Section III (Evaluation of Program Effectiveness)
- ☐ Complete Section IV (WIOA Partner Activities, including Integration with One-Stop Partners)
- ☐ Complete Section V (Career Pathways Activities)
- ☐ Complete Section VI (College and Career Readiness Standards).
- ☐ Complete Section VII (IELCE)
- ☐ Complete Section VIII (Staff and Professional Development).
- ☐ Complete Section IX (Fiscal Survey)
- ☐ Attach all NRS Tables
- ☐ Attach MOUs and IFAs

Introduction:

NMHED AE Division provides these guidelines for the Annual Report process for programs to supply 2018-2019 program year information. Please take this opportunity to identify areas of program improvement and request technical assistance from NMHED AE. The process also helps the NMHED AE Division to aggregate program information for reporting to OCTAE at the U.S. Department of Education. Please be sure to contact the NMHED AE Division with any questions.

General Instructions:

1. Cover Page
2. Annual Report (Sections I – IX).

This section includes:

- Section I (Program Narrative Report)
 - Section II (Student Data)
 - Section III (Evaluation of Program Effectiveness)
 - Section IV (WIOA Partner Activities, including Integration with One-Stop Partners)
 - Section V (Career Pathway Activities)
 - Section VI (College and Career Readiness Standards)
 - Section VII (IELCE Activities)
 - Section VIII (Staff and Professional Development)
 - Section IX (Fiscal Survey)
3. Attach all NRS Tables
 4. Attach MOU and IFA

(Please remove these instructional pages when submitting your final report.

Your submitted report should begin with the signed cover page.)

Adult Education Local Provider Annual Report

2018-2019

Annual Program Report
Cover Page

Program Name: NMSU-A Pathways and Career
Education (PACE)
Institution or Organization: NMSU-Alamogordo

Address: 2400 N. Scenic Drive
City: Alamogordo
County: Otero
Zip: 88310
Main Phone: 575-439-3812
Fax: 575-439-3847
Website: abeNMSUA@nmsu.edu

Fiscal Year: 2018-2019

Submission Date: September 3, 2019

Program Director, Manager, or

Coordinator Name: Maria Saenz

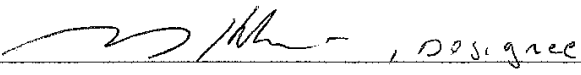
Contact Information: Phone: 575-439-3813

Email: msaenz74@nmsu.edu

Alternate Contact Name: Veronica Hernandez


Contact Information: Phone: 575-439-3814

Email: vhernand@nmsu.edu


Signature of the Chief Executive Officer or Designee

30 Aug 2019

DATE


Dr. Ken Van Winkle, NMSU-A President

Typed Name and Title:

Section I. Program Narrative Report

Directions: *Answer each of the following questions. As you complete your narrative, include program data and/or research on which you base these practices as appropriate to answering the questions.*

1. Please list your program's three highest priority goals for the 2018-2019 program year. Discuss your program's progress in meeting each of these goals.

Retention of students

Increased measurable skills gains

Concentrated curriculum

Significant changes were made to the Onboarding process to allow for program staff and students to get acquainted. The schedule includes: icebreaking activities, policy/procedure presentation, individual interviews, and TABE testing. The schedule is time sensitive and requires attendance of all activities. Information is disaggregated and discussed to determine student readiness. Students that are employed are required to have a supervisor form completed so there is an understanding of time commitment needed for classes.

The retention rate of 42% indicates a slight increase from the previous year. There were changes made to curriculum and attendance policy. Social emotional learning, IET, soft skills have been added to the curriculum and lends to the development of positive relationships with students. Instructors work to create a learning environment with trust, engagement, connectedness, and safety. Team meetings incorporate book readings with authors such as Dr. Ruby Payne, understanding students from poverty.

MSGs were at 36% end of spring session. However, a summer class was offered and there was not enough hours acquired for post-testing. This had a negative impact on MSG data and presently data reflects a 31% rate. The decision to have a Discovery class in June was to provide students that have been out of the education system or 16-18 years of age, the opportunity to get familiar with the classroom environment.

Unfortunately, due to the negative impact on the data, a summer class will not be offered in the future for new students, only those close to post testing.

2. Describe any cooperative arrangements your organization has with other agencies, institutions, or organizations for the delivery of adult education and literacy activities. How have these collaborations supported your program's goals?

PACE has an active Literacy Board that supports literacy events and activities. The representatives assist with planning and providing resources from their respective institutions, which include: Department of Health, STEM, Job Development Career Coach from local one stop, NMSU Faculty, Public Library, and

NMHELP. In addition, there are other local organizations that support literacy and they include: USDA Forest Service, NMSU Student Services, Otero County Extension Office, and Otero Hunger Coalition. The collaboration and support from the stakeholders enhance Family Literacy.

3. Describe your participation in any statewide initiatives and how that participation has supported your program's goals.

The program participated in C3, NMDELT, and NMHED Professional Development for Teachers. The training offered strategies for teachers new to education and techniques for those with years of experience. Instructional support included: how

to teach the essential components of reading, ESL, and math. C3 was a continuation of program redesign and key concepts integrated through the year include: Social emotional learning, teaching from the back of the room, blended learning, IET, Key Shift concepts. These techniques have been integrated into the curriculum for all classes. Also, the program rebranded and is now PACE – Pathways and Career Education.

4. Describe your program's enrollment and attendance policies and procedures and how these practices impact your program goals.

Enrollment increased decreased by 7.6% from the 2017-2018 year. A challenge for the year was a limited number of instructors, which impacted times when classes could be offered. The attendance policy was changed so students are totally responsible for attendance and to take away from punitive restrictions. Phone calls, emails, and messages are no longer accepted for an absence. Students are allowed four absences per session and once that has been exhausted, a recommendation will be made for a class retake. This has been a positive change with a goal of increased attendance.

Section II. Student Data 2018-2019

Please enter the following information regarding student count/hours for:

- your total program
- each satellite site

	Total Program	Site: Mescalero	Site: Otero County Detention Center	Site:	Site:
Total count of students with fewer than 12 hours (Table 2A)	15	1	4		
Total count of students with 12 + hours	102	1	9		
Total contact hours for students with 12 + hours	6,733	14	232		
Average contact hours for students with 12 + hours	66	14	26		
Average contact hours for students with 12 + hours experiencing level gains	208	0	65		
Count of all HSE graduates with 12 + hours	9	1	0		
Count of HSE en Español graduates with 12 + hours	0	0	0		
Post Test Rate ABE (Divide Column B ABE Total of Table 4b by Column B ABE Total of Table 4)	48%	0%	33%		
Post Test Rate ESL (Divide Column B ESL Total of Table 4b by Column B ESL Total of Table 4)	75%	0%	0%		
Percent of ABE students with 12+ who separated before achieving MSG (Divide Column G ABE Total on Table 4 by Column B ABE Total on Table 4)	48%	0%	78%		
Percent of ESL students with 12+ who separated before achieving MSG (Divide Column G ESL Total on Table 4 by Column B ESL Total on Table 4)	63%	0%	0%		
Please indicate your retention rate to 40 hours or more. (# of ABE students with 40+ instructional hours divided by Table 4, Column B ABE Total)	42	0%	100%		
Please indicate your retention rate to 40 hours or more. (# of ESL students with 40+ instructional hours divided by Table 4, Column B ESL Total)	11	0%	0%		
Total # of students reporting TRANSPORTATION issues that impact the ability to participate in the AE Program.	19				
Total # of students reporting CHILD CARE issues that impact the ability to participate in the AE Program.	9				

Please provide a list of communities or organizations requesting services or additional service from your program.	Service Requested

Section III. Evaluation of Program Effectiveness

In this section please address program performance and demonstrated effectiveness. Look at the data for your program as a whole as well as for individual sites.

1. What approaches does your organization use to improve performance?

There is continuous review of data. Student performance, attendance, post-testing results, retention from session to session, completion of HSE, transition to college, and entry into the work force. Professional development is tied to program goals. Opportunities for team growth include: campus trainings, webinars, book readings, conferences, and State offerings. A team approach with the use of multiple data sources are used for everything in the way of curriculum, planning, and program improvement.

2. Describe notable outcomes, both positive and negative, you have observed in your program data.

In Spring 2019, there was a notable increase in MSGs to 37% that was partly due to the Onboarding process that was implemented to ensure individual readiness. However, in the summer, a four-week class was offered. The students did not have enough hours to post-test, therefore that had a negative impact on our 37%, which was brought down to 31%. Also, we've had a decrease in enrollment from the year before. There were fewer students and efforts were made to reach individuals in the community that may be in need of service. Retention rate had a slight 1% increase. Social emotional learning, blended learning, IET, and soft skills are included across the curriculum. These additional components build relationships with students and develop learning on a deeper level and a commitment for completion.

3. How does your organization share promising practices among your program sites?

Collaboration and partnering with the Director at OCDC along with local One Stop partners has provided shared opportunities to meet with inmates and discuss opportunities and resources in the community. Class offerings are aligned with the needs of inmates with input from the administration. The Mescalero site has one instructor that's invited to attend program meetings and trainings. Pertinent information is made available for both sites.

4. Describe program improvement initiatives you plan to pursue.

Instructors will be developing portfolios with students for an understanding of standards assessment through the use of a rubric. Planning for this transition was through the use of several resources such as, "How to Create and Use Rubrics" by Susan M. Brookhart. The schedule will be built around a two-track process. Track one will allow for students needing additional skill building in reading, math and language arts. Track two will be for students with higher skill levels. The use of Fast Track will continue to be used as this has been found to be beneficial for those needing a refresher prior to testing. All students will be placed on a transition plan, which will be part of their file. This will allow students to set goals and determine the pathway they wish to follow. The local One-Stop will continue

working with the program to assist with employer partnerships. In addition, the college is seeking to set up certificate programs with companies in the community, which will be an option for AE students. Also, the completion of a fully developed standards assessment process will be used to measure learning. Instructors will work closely with data tech to ensure post testing is recorded and filed. This allows for instructors to monitor student progress closely.

Section IV. WIOA Partner Activities, including Integration with One-Stop Partners

For this section, please describe how the program has provided or supported services in the workplace development, career, employment and training arena. If there is no relationship, please explain.

1. Please provide an estimate of FEDERAL FUNDS used during the 2018-2019 fiscal year to support Title I WIOA related activities and services through the One-Stop system.

0

2. Describe how services provided are aligned with the local workforce development area plan (Section 108 of WIOA), including how concurrent enrollment is promoted in programs and activities under the Workforce Development Activities (Titles I, III, and IV of WIOA, and as listed in New Mexico's Combined State Plan). Include information on the activities your organization provides in response to the regional needs as identified in the local workforce development area plan under section 108 of title I of WIOA.
3. Describe activities and strategies your organization has implemented to demonstrate partnership with the Local Workforce Development Board (LWDB) and one-stop operators to plan, develop, and evaluate adult education and literacy activities for the area you will serve.
4. Include a copy of your program's MOU and IFA with the Local Workforce Board(s) in the area(s) in which you provide service. In the event that the MOU or IFA are not complete, please discuss.

Section V. Career Pathways Activities

For this section, please describe how the program has developed Career Pathways instructional programs and how they have been implemented in the 2018-2019 program year.

1. Describe how your organization's activities provide learning in context, including through integrated education and training (IET), so that an individual acquires the skills needed to transition to and complete postsecondary education and training programs, and obtain and advance in employment leading to economic self-sufficiency.

Integrated education and training include career pathways in the classroom, project-based learning to build critical thinking skills, and digital literacy skills, all of which are incorporated into the curriculum. A workforce representative works collaboratively with instructors to provide soft skill components in the classroom, as well as résumé development. Students are now meeting with instructors to complete transition plans. The transition plans include meeting with a workforce representative, who is housed in the PACE office, so that there is a transition from completing their HSE and either going into a career pathway, through certification or associates' programs, or into the workforce.

2. If you offered any IET programs, please describe how they fulfill the three requirements for an IET program (34 CFR 463)

The IET programs offered by the PACE program include adult education preparation courses as well as literacy events several times a year. The curriculum contextualizes workforce preparation skills. Guest speakers are invited to talk to classes as well as present during literacy events.

Section VI. College and Career Readiness Standards

For this section, please describe the program's progress toward implementation of adult education college and career readiness standards (CCRS).

1. Describe how your organization's program a) is of sufficient intensity and quality, and based on the most rigorous research available so that participants achieve substantial learning gains; and b) uses instructional practices that include the essential components of reading instruction.

The curriculum is CCR Standards-based and includes project-based learning activities that have added rigor to the instruction. Reading and writing are taught

cross-curricular in the language arts and math classes. Students are taught standards based content. A stand-alone reading class is offered for students with low level literacy skills,

which have been identified through the TABE assessment. The reading class curriculum consists of a focus on fluency, vocabulary, comprehension, and written expression.

2. Describe how your organization's activities effectively use technology, services, and delivery systems, including distance education in a manner sufficient to increase the amount and quality of learning and how such technology, services, and systems lead to improved performance.

Technology is also incorporated into the curriculum and provides students with knowledge of digital literacy skills. Distance education is provided through the use of hybrid classes. Hybrid classes include face-to-face and online instruction through PLATO. A computer class is offered to provide skill building on the basics of technology.

VII. Integrated English Language and Civics Education (IELCE) Activities

For this section, if the program received IELCE funding for 2018-2019, please describe IELCE activities and services provided by the program so far this fiscal year.

(If your program does not provide IELCE services, just indicate N/A).

1. Please indicate the number of IELCE students (12+) served:

NA

2. Describe how the local areas in which your organization is located have demonstrated a need for additional English language acquisition programs and civics education programs.
3. Describe how your program has provided Integrated Education and Training (IET) for your IELCE students and how they fulfill the three requirements for an IET program (34 CFR 463)

VIII. Staff and Professional Development

Please fill out the chart below providing information about your program's staff, their levels of education, years of experience in adult education, and professional development received in 2018-2019

Last Name	First Name	Position	Educational Attainment	Years of Experience in Adult Education	Professional Development Attended	Date	Location
Saenz	Maria	Director	Masters	6			
					TABE 11&12 Certification Part I & II	7/5/18	Online
					State AE Teacher Training	2/7-2/8/19	Albuquerque
					ESL Webinar	2/26/19	Online
					C3 Instructional Material Block	2/13/19	PACE
					AE Day	2/13-2/15/19	Santa Fe
					C3/Director's Meeting	2/13-2/15/19	Santa Fe
					Diversity Training	3/25/19	NMSU-A ASC
					COABE Conference	4/1-4/3/19	New Orleans
					DELT Online	4/12/19	Online
					Suicide Prevention	11/9/18	NMSU-A
					Coalition of Literacy	9/7/18	Albuquerque
					NMAEA	9/18-9/21/18	Albuquerque
					C3	9/17/18	Albuquerque
					NMAEA Director's Meeting	9/18-9/21/18	Bernalillo
					PACE Workday	7/16/18	PACE

Adult Education Local Provider Annual Report

2018-2019

			PACE Meeting	7/17/18	PACE
			PACE Meeting	7/31/18	PACE
			Academic Administrator Training	8/1/- 8/2/18	Las Cruces
			PACE Meeting	8/13/18	PACE
			PACE Meeting	8/20/18	PACE
			C3 Meeting	8/30/18	Albuquerque
			Literacy Meeting	9/6-9/7/18	Albuquerque
			Fall Session II Family Literacy Event	9/12/18	PACE
			5 th Annual Engagement Conference: Preparing Students for Success	4/5/19	NMSU-A
			PACE Meeting	7/17/18	PACE
			PACE Meeting	7/31/18	PACE
			PACE Meeting	8/13/18	PACE
			PACE Meeting	8/20/18	PACE
			PACE Meeting	9/17/18	PACE
			PACE Meeting	10/1/18	PACE
			PACE Meeting	10/15/18	PACE
			PACE Meeting	11/4/18	PACE
			PACE Meeting	12/4/18	PACE
			PACE Meeting	1/3/19	PACE
			PACE Meeting	1/7/19	PACE
			PACE Meeting	1/9/19	PACE
			PACE Meeting	1/16/19	PACE
			PACE Meeting	2/4/19	PACE
			PACE Meeting	2/11/19	PACE
			PACE Meeting	2/11/19	PACE
			PACE Meeting	2/18/19	PACE

Adult Education Local Provider Annual Report

2018-2019

			PACE Grand Opening	2/28/19	PACE
			PACE Meeting	10/1/18	PACE
			PACE Meeting	2/18/19	PACE
			PACE Meeting	2/25/19	PACE
			PACE Meeting	3/6//19	PACE
			PACE Work Day	3/11/19	PACE
			PACE Meeting	3/18/19	PACE
			PACE Meeting	3/20/19	PACE
			PACE Meeting	4/15/19	PACE
			PACE Meeting	4/10/19	PACE
			PACE Meeting	4/17/19	PACE
			PACE Meeting	4/29/19	PACE
			PACE Meeting	5/13/19	PACE
			PACE Meeting	5/15/19	PACE
			PACE Meeting	5/29/19	PACE
			PACE Meeting	6/5/19	PACE
Hernandez	Veronica	Program Coordinator	Bachelors 21		
			TABE 11&12 Certification Part I & II	7/5/18	Online
			Otero County Healthy Eating Active Living Meeting	7/12/18	Alamogordo
			Otero County Community Health Council Meeting	8/7/18	Alamogordo
			NMAEA Conference	9/18-9/21/18	Albuquerque
			Otero County Healthy Eating Active Living Meeting	10/18/18	Alamogordo

Adult Education Local Provider Annual Report

2018-2019

			Otero County Community Health Council Meeting	11/6/18	Alamogordo
			Suicide Prevention	11/9/18	NMSU-A
			Otero County Community Health Council Meeting	12/4/18	Alamogordo
			Otero County Healthy Eating Active Living Meeting	1/17/19	Alamogordo
			Otero County Community Behavioral Health Local Collaborative 12	2/5/19	PMS Building
			Otero County Healthy Eating Active Living Meeting	2/21/19	Alamogordo
			Diversity and Inclusion Training	3/25/19	NMSU-A ASC
			COABE Conference	4/1-4/3/19	New Orleans
			5 th Annual Engagement Conference: Preparing Students for Success	4/5/19	NMSU-A
			Core Team Meeting: Community Needs Assessment	6/24/19	Alamogordo
			PACE Meeting	7/17/18	PACE
			PACE Meeting	7/31/18	PACE
			PACE Meeting	8/13/18	PACE
			PACE Meeting	8/20/18	PACE
			PACE Meeting	9/17/18	PACE
			PACE Meeting	10/1/18	PACE
			PACE Meeting	10/15/18	PACE
			PACE Meeting	11/4/18	PACE

Adult Education Local Provider Annual Report

2018-2019

			PACE Meeting	12/4/18	PACE
			PACE Meeting	1/3/19	PACE
			PACE Meeting	1/7/19	PACE
			PACE Meeting	1/9/19	PACE
			PACE Meeting	1/16/19	PACE
			PACE Meeting	2/4/19	PACE
			PACE Meeting	2/11/19	PACE
			PACE Meeting	2/11/19	PACE
			PACE Meeting	2/18/19	PACE
			PACE Grand Opening	2/28/19	PACE
			PACE Meeting	10/1/18	PACE
			PACE Meeting	2/18/19	PACE
			PACE Meeting	2/25/19	PACE
			PACE Meeting	3/6//19	PACE
			PACE Work Day	3/11/19	PACE
			PACE Meeting	3/18/19	PACE
			PACE Meeting	3/20/19	PACE
			PACE Meeting	4/15/19	PACE
			PACE Meeting	4/10/19	PACE
			PACE Meeting	4/17/19	PACE
			PACE Meeting	4/29/19	PACE
			PACE Meeting	5/13/19	PACE
			PACE Meeting	5/15/19	PACE
			PACE Meeting	5/29/19	PACE
			PACE Meeting	6/5/19	PACE
Lopez	Lara	Instructor	Bachelors 4		
			TABE 11&12 Certification Part I & II	7/5/18	Online
			State AE Teacher Training	2/7-2/8/19	Albuquerque

Adult Education Local Provider Annual Report

2018-2019

			Diversity and Inclusion Training	3/25/19	NMSU-A ASC
			DELT Online	4/12/19	Online
			Suicide Prevention	11/9/18	NMSU-A
			PACE Meeting	7/17/18	PACE
			PACE Meeting	7/31/18	PACE
			PACE Meeting	8/13/18	PACE
			PACE Meeting	8/20/18	PACE
			PACE Meeting	9/17/18	PACE
			PACE Meeting	10/1/18	PACE
			PACE Meeting	10/15/18	PACE
			PACE Meeting	11/4/18	PACE
			PACE Meeting	12/4/18	PACE
			PACE Meeting	1/3/19	PACE
			PACE Meeting	1/7/19	PACE
			PACE Meeting	1/9/19	PACE
			PACE Meeting	1/16/19	PACE
			PACE Meeting	2/4/19	PACE
			PACE Meeting	2/11/19	PACE
			PACE Meeting	2/11/19	PACE
			PACE Meeting	2/18/19	PACE
			PACE Grand Opening	2/28/19	PACE
			PACE Meeting	10/1/18	PACE
			PACE Meeting	2/18/19	PACE
			PACE Meeting	2/25/19	PACE
			PACE Meeting	3/6//19	PACE
			PACE Work Day	3/11/19	PACE
			PACE Meeting	3/18/19	PACE
			PACE Meeting	3/20/19	PACE
			PACE Meeting	4/15/19	PACE

Adult Education Local Provider Annual Report

2018-2019

			PACE Meeting	4/10/19	PACE
			PACE Meeting	4/17/19	PACE
			PACE Meeting	4/29/19	PACE
			PACE Meeting	5/13/19	PACE
			PACE Meeting	5/15/19	PACE
			PACE Meeting	5/29/19	PACE
			PACE Meeting	6/5/19	PACE
Harms VanDuyn	Paula	Instructor	Masters 5		
			TABE 11&12 Certification Part I & II	7/5/18	Online
			Coalition of Literacy	9/7/18	Albuquerque
			QPR Suicide Prevention Training	11/9/18	NMSU-A
			Language Lifts to Help Them Soar: Planning ESOL Instruction Using the English Language Proficiency Standards	11/15/18	Webinar
			Cultural Fluency for Working with Sex and Gender Minorities	2/4/19	PMS
			Diversity and Inclusion	3/25/19	NMSU-A
			Engagement Conference	4/5/19	NMSU-A
			Workforce State Conference	5/8-5/9/19	NMDWS
			C3 End of Year Retreat/Presentation	6/6-6/7	Albuquerque
			PACE Meeting	7/17/18	PACE
			PACE Meeting	7/31/18	PACE
			PACE Meeting	8/13/18	PACE

Adult Education Local Provider Annual Report

2018-2019

			PACE Meeting	8/20/18	PACE
			PACE Meeting	9/17/18	PACE
			PACE Meeting	10/1/18	PACE
			PACE Meeting	10/15/18	PACE
			PACE Meeting	11/4/18	PACE
			PACE Meeting	12/4/18	PACE
			PACE Meeting	1/3/19	PACE
			PACE Meeting	1/7/19	PACE
			PACE Meeting	1/9/19	PACE
			PACE Meeting	1/16/19	PACE
			PACE Meeting	2/4/19	PACE
			PACE Meeting	2/11/19	PACE
			PACE Meeting	2/11/19	PACE
			PACE Meeting	2/18/19	PACE
			PACE Grand Opening	2/28/19	PACE
			PACE Meeting	10/1/18	PACE
			PACE Meeting	2/18/19	PACE
			PACE Meeting	2/25/19	PACE
			PACE Meeting	3/6//19	PACE
			PACE Work Day	3/11/19	PACE
			PACE Meeting	3/18/19	PACE
			PACE Meeting	3/20/19	PACE
			PACE Meeting	4/15/19	PACE
			PACE Meeting	4/10/19	PACE
			PACE Meeting	4/17/19	PACE
			PACE Meeting	4/29/19	PACE
			PACE Meeting	5/13/19	PACE
			PACE Meeting	5/15/19	PACE
			PACE Meeting	5/29/19	PACE
			PACE Meeting	6/5/19	PACE

Adult Education Local Provider Annual Report

2018-2019

Strawderman	Judith	Instructor	Masters	8		
				Open your Classroom with OER	7/16/18	Online
				Fall Session II Family Literacy Event	9/12/18	PACE
				Round-up	9/28-9/29/18	Carlsbad
				Emergency Preparedness	10/2/18	Online
				FMLA	10/2/18	Online
				ACT Title IX	10/2/18	Online
				ACT: Data Breaches	10/2/18	Online
				Discrimination & a Harassment-Free Workplace	10/2/18	Online
				Train the Trainer Course	11/3/18	Albuquerque
				Suicide Prevention	11/9/18	NMSU-A
				State AE Teacher Training	2/7-2/8/19	Albuquerque
				C3 Instructional Material Block	2/13/19	PACE
				The Adult Numeracy Network Presents: Put on Your Own Math Before Assisting Students	2/15/19	Webinar
				Quality in Online Education Conference	3/1/19	Webinar
				Diversity and Inclusion	3/25/19	NMSU-A
				COABE Conference	4/1-4/3/19	New Orleans
				5 th Annual Engagement	4/5/19	NMSU-A

Adult Education Local Provider Annual Report

2018-2019

			Conference: Preparing Students for Success		
			PACE Meeting	7/17/18	PACE
			PACE Meeting	7/31/18	PACE
			PACE Meeting	8/13/18	PACE
			PACE Meeting	8/20/18	PACE
			PACE Meeting	9/17/18	PACE
			PACE Meeting	10/1/18	PACE
			PACE Meeting	10/15/18	PACE
			PACE Meeting	11/4/18	PACE
			PACE Meeting	12/4/18	PACE
			PACE Meeting	1/3/19	PACE
			PACE Meeting	1/7/19	PACE
			PACE Meeting	1/9/19	PACE
			PACE Meeting	1/16/19	PACE
			PACE Meeting	2/4/19	PACE
			PACE Meeting	2/11/19	PACE
			PACE Meeting	2/11/19	PACE
			PACE Meeting	2/18/19	PACE
			PACE Grand Opening	2/28/19	PACE
			PACE Meeting	10/1/18	PACE
			PACE Meeting	2/18/19	PACE
			PACE Meeting	2/25/19	PACE
			PACE Meeting	3/6//19	PACE
			PACE Work Day	3/11/19	PACE
			PACE Meeting	3/18/19	PACE
			PACE Meeting	3/20/19	PACE
			PACE Meeting	4/15/19	PACE
			PACE Meeting	4/10/19	PACE
			PACE Meeting	4/17/19	PACE

Adult Education Local Provider Annual Report**2018-2019**

			PACE Meeting	4/29/19	PACE
			PACE Meeting	5/13/19	PACE
			PACE Meeting	5/15/19	PACE
			PACE Meeting	5/29/19	PACE
			PACE Meeting	6/5/19	PACE

What professional development opportunities does your program need in the future (directors, teachers, staff, etc.)? How would your program like this professional development delivered (webinar, online, in person, combination, etc.)? (Please fill out this information in the chart below.)

Position	Professional Development Needed	Delivery Method Preferred

IX. Fiscal Survey

PLEASE REVIEW AND FILL OUT THIS SECTION IN ITS ENTIRETY, ALL DONATED COSTS MUST BE TAKEN INTO CONSIDERATION

1. Please indicate Total hours contributed – Volunteer Tutors

Total hours contributed	Fair Market Value per Hour	Total
		0

2. Please indicate FY 2018-2019 hours contributed – Volunteer Admin (Receptionist/Front Desk)

Total hours contributed	Fair Market Value per Hour	Total
48	\$9.00	\$432

3. Please indicate FY 2018-2019 hours contributed – Board of Directors (Organizational Development)

Total hours contributed	Fair Market Value per Hour	Total
280	\$10.00	\$2800

4. Please indicate total fair market value of donated supplies and materials.
(e.g., books)

0

5. Please indicate total fair market value of donated equipment.

0

6. Please indicate total fair market value of donated IT infrastructure and support.

0

Please estimate the Total indirect, in-kind expenses donated by your institution. This refers to all types of space, infrastructure, and instructional support. For space cost calculations, you can 1) estimate your institution's fair market rental value per square foot per month, or 2) you can provide the institution's building renewal and replacement allocation (and cite the source document). At a minimum, please indicate the approximate square footage of donated space (for NMHED to calculate at an average rate).

1. Please indicate square footage of donated space (all space your program uses that you do not have to pay fees for use)

Square footage of donated space	Fair Market Value per Square foot	Total
4,585	\$4.29	0

Alternate option:

Please indicate institution's building renewal and replacement allocation

0

(Please cite the source document for the amount)

IX. Fiscal Survey (Continued)**A. Additional grants, funding from partnerships, etc.**

1. Please list other sources of support and their contributions for FY 2018-2019.

Source	Amount
PNM Grant	\$10,000

B. Program Income Activities

2. Please indicate the amount of PROGRAM INCOME generated from your program for the 2018-2019 fiscal year.

\$880

Please list the PROGRAM INCOME EXPENDITURES below:

AEFLA allowable activity	Amount
Literacy Material for Classroom	\$584.76

Adult Education Local Provider Annual Report

2018-2019

Please attach your NRS tables and MOU/IFA documents to the end of this document, scan it, and submit **one single PDF document** to: adult.education@state.nm.us no later than 5:00 p.m. on September 3, 2019.

New Mexico Workforce Connection

A Proud Partner of the American Job Center Network

EASTERN AREA WORKFORCE DEVELOPMENT BOARD

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made by and between: (A) the Eastern Area Workforce Development Board (EAWDB); (B) the Workforce Board's Chief Elected Officials (CEOs); and the American Job Center (AJC) Partners.

LEGAL AUTHORITY

On July 22, 2014, President Barack Obama signed the Workforce Innovation and Opportunity Act of 2014 (WIOA), Public Law 113-128, into law. The WIOA is designed to strengthen the United States workforce development system through innovation in, and alignment and improvement of, employment, training and education programs in the United States. WIOA supersedes the Workforce Investment Act of 1998 and amends other federal statutes, including the Adult Education and Family Literacy Act, the Wagner-Peyser Act and the Rehabilitation Act of 1973. WIOA sec. 121(c)(1) requires local workforce development boards, with the agreement of the Chief Elected Officials to develop and enter into a Memorandum of Understanding (MOU) consistent with WIOA Sec. 121(c)(2) concerning the operation of the one-stop delivery system in the local area. It must describe the operation of the "One-Stop" delivery system as well as the sharing and allocation of infrastructure costs among the American Job Center (AJC) partners. This is further described in Final Rule at 20 CFR 678.500, 34 CFR 361.500, 34 CFR 463.500 as well as supplemental Federal guidance.

PURPOSE

The primary purpose of the Memorandum of Understanding (MOU) is to establish and build partnerships, streamline operations, minimize duplication and strengthen the impact of workforce development programs in the Eastern area counties of: Union, Harding, Quay, Guadalupe, Roosevelt, De Baca, Curry, Otero, Lea, Chaves, Lincoln and Eddy. It is also to provide information about the relationship between the required partners regarding their respective roles, obligations and responsibilities and expectations for the implementation of the provisions of section 121(c) of Title I of the WIOA of 2014. This MOU is intended to contribute to a cooperative and mutually beneficial relationship between the EAWDB and its various partners to coordinate and align resources to minimize duplication and ensure the most effective delivery of workforce services, and to establish joint processes that will enable partners to integrate the current service delivery system resulting in a seamless and comprehensive array of job matching, education, training, support and other workforce development services. Parties to this document propose to coordinate and perform the activities described herein within the scope of legislative requirements governing the parties' respective programs, services and agencies.

VISION

The vision of the EAWDB is that the employer is the primary customer of the workforce development system. By working with partners to meet the needs of employers in a system of demand driven training and talent development economic prosperity is created for all citizens in the area.

MISSION

It is the mission of the EAWDB that every employer has access to a highly skilled workforce. Further, job seekers should have access to jobs that provide an opportunity for self-sufficient employment in an environment that supports growth and increased opportunity. The EAWDB views its role as one of leadership in bringing the AJC partners, employers and job seekers together in a unified system to generate a range of high quality services to support the needs of all parties. A successful system allows communities to grow and diversify to strengthen the economic base not only within the local community but for New Mexico.

ONE STOP PARTNERS AND SERVICES PROVIDED

WIOA §121(B) sets forth the following list of programs and activities that are required to be carried out by One-Stop Partners:

- Programs authorized under WIOA title I ;
- Programs authorized under the Wagner Peyser Act (29 U.S.C 49 et seq.);
- Adult education and literacy activities authorized under WIOA title II;
- Programs authorized under title I of the Rehabilitation Act of 1973 (29 U.S.C 72 Et.seq) other than section 112 or part C of title I of such Act;
- Activities authorized under title V of the Older Americans Act of 1965 (42 U.S.C. 3056et seq.);
- Career and technical education programs at the postsecondary level authorized under the Carl D Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2301 et.seq.);
- Activities authorized under chapter 2 of title II of the Trade Act of 1974 (19 U.S.C. 2271 et.seq.)
- Veterans activities authorized under chapter 41 of title 38, United States Code;
- Employment and training activities carried out under the Community Services Block Grant Act (42 U.S.C 9901 et.seq.);
- Employment and training activities carried out by the Department of Housing and Urban Development (HUD);
- Programs authorized under state unemployment compensation laws (in accordance with applicable federal laws)
- Programs authorized under section 212 of the Second Chance Act of 2007 (42 U.S.C. 17532); and
- Programs authorized under part A of title IV of the Social Security Act (42 U.S.C. 601 et.seq), subject to WIOA §121(C).

WIOA § 121(A) further provides that each entity that carries out one of these programs or activities shall:

- Provide access through the one stop delivery system to such programs carried out by the

- entity;
- Enter into a MOU with the local board relating to the operation of the one stop system that meets the requirements of WIOA §121(c); and
- Participate in the operation of the One Stop Delivery system consistent with the terms of the MOU, the requirements of WIOA title I, and the requirements of the federal laws authorizing the program or activities.

CORE PARTNERS

The EAWDB system will work to bring together workforce development, employment and training, and educational services into a seamless customer focused service delivery network that enhances access to all program services and improves long-term employment outcomes for individuals receiving assistance. Workforce partners administer separately funded programs as a set of integrated streamlined services to customers.

The vision for the EAWDB's system is to align a wide range of employment, education and training programs while also providing high-quality customer service to all job seekers, workers and businesses.

To accomplish this the cooperation and collaboration of the core programs must be at its core. The core programs are the:

- Title I Adult program;
- Title I dislocated Worker program;
- Title I Youth program;
- Title II Adult Education and Literacy program;
- Employment Services program, authorized under the Wagner-Peyser Act as amended by Title III of the Workforce Innovation and Opportunity Act (WIOA); and
- Vocational Rehabilitation program, authorized under Title I of the Rehabilitation Act of 1973, as amended by WIOA Title IV.

EASTERN AREA WORKFORCE CONNECTION CENTER SERVICES AND LOCATIONS

The Eastern area's New Mexico Workforce Connection Center (NMWCC) system is comprised of one comprehensive center and six affiliate centers. The EAWDB has established the comprehensive center to be located in Clovis, Curry County, NM. The centers were established under the Workforce Investment Act of 1998 and continued through the Workforce Innovation and Opportunity Act. All centers offer WIOA title I Adult, Dislocated Worker and Youth Services, and Title III Wagner Peyser services. The centers provide for both staff assisted and self-directed services as well as access to Unemployment Services via telephones or resource room services.

The standard hours of operation for all AJCs within the Eastern area is Monday-Friday 8:00 A.M. to 5:00 P.M. except as otherwise directed by the one stop operator and in agreement with the local community partners. Offices will observe and be closed on all state holidays and during periods of inclement weather will follow the public-school schedule for the community in which the center is

located. In special cases offices may be closed due to facility problems or for training purposes. In this event, it will be posted on the door with as much notice to the public as possible.

CONFIDENTIALITY OF RECORDS

The partners to the MOU shall hold and maintain all Records shared or made available to such party in confidence for the sole and exclusive use to benefit the customer and to allow for the most beneficial service delivery by the partner programs. A partner shall not publish, copy or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, local area or any party to this MOU.

Each party shall restrict access to confidential information to its agents, employees, assigns and subcontractors as necessary to perform such Party's obligations under this MOU. Each party shall ensure that all such agents, employees, assigns, and subcontractors who receive and/or access Confidential Information sign a copy of the nondisclosure agreement provided by the New Mexico Department of Workforce Solutions (NMDWS) or the EAWDB or its Operator. Such non-disclosure agreements remain in force at all times that the agency, employee, assign or subcontractor has access to any confidential information.

Each party shall use, hold and maintain confidential information in compliance with all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures the confidentiality of all Confidential Information wherever located.

This agreement shall be deemed to supplement and not replace any additional confidentiality requirements that a Partners' funding authority or program may be bound by.

To the extent permitted by this document and applicable law, the partners shall share Confidential Information with other partners to the extent that such sharing would help advance the purposes of the service delivery to customers of the system.

DATA SHARING

Partners agree that utilizing data to inform decisions made by policy makers, employers and job seekers is important. Additionally, it is necessary to develop and maintain an integrated collaborative case management structure as appropriate that informs customers' service throughout customers' interaction with the system and minimizes the need for customers to duplicate their efforts when seeking services across partner programs.

Customer data may be shared with other programs, for the purposes of receiving services from the programs only after written consent of the individual has been obtained where required. Partners agree to work to unify the release of information across all programs to allow for the sharing of eligibility and programmatic service delivery information in order to streamline services and minimize duplication of effort on the part of the customer or partner programs.

The partners agree to ensure all one-stop center and partner staff are trained in the protection, use and disclosure requirements governing Personally Identifiable Information (PII) and any other confidential data for all applicable programs, including FERPA-protected education records, confidential information in UI records, and personal information in VR records.

REFERRALS

The primary principle of the referral system is to provide integrated seamless delivery of services to workers, job seekers, and employers. In order to facilitate such a system, partners agree to:

- Familiarize themselves with the basic eligibility and participation requirements as well as the available services and benefits of each Partners' programs represented in the Eastern area workforce system,
- Develop materials summarizing their program requirements and making them available for partners and customers,
- Collaborate and work toward the development and use of a common intake, eligibility determination, assessment and registration forms,
- Provide substantive referrals to customers who are eligible for supplemental and complementary services and benefits under partner programs,
- Regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys
- Commit to robust and ongoing communication required for an effective referral process,
- Commit to actively follow up the results of referrals; and
- Work to align case management services for co-enrolled referred customers.

In the Eastern area the board has invested in the development of a referral system that is accessible to all partners in the region that utilizes a SharePoint platform. The platform also provides a method for partners to communicate and share information appropriate to the referrals. Partners to the MOU agree to work with the offices and board staff to develop the procedures to make the referral process and system as beneficial to all partners and customers of the system.

EMPLOYMENT AND OTHER RELATED BENEFITS

All employees providing services pursuant to this MOU remain under the supervision and direction of their respective employing entity. If any employment or work related issues arise, such employing entity shall be solely responsible for the resolution of such issue. Each Party shall be solely responsible for providing all employment-related benefits to its employees and for complying with all employment laws and regulations, including without limitation all federal and state income tax, workers' compensation and unemployment insurance laws and regulations.

GOVERNING LAW

This MOU will be construed, interpreted, and enforced according to the laws of the State of New Mexico. All Parties shall comply with all applicable Federal and State laws and regulations, and Local laws to the extent that they are not in conflict with State or Federal requirements.

The Parties shall strictly comply with all applicable federal and state laws, rules, and regulations in effect or hereafter established, including, without limitation, laws, rules and regulations applicable to discrimination and unfair employment practices. Any changes to such laws are deemed to have been incorporated into this MOU as of the date such changes take effect. The Parties further agree that One-Stop Partner employees and One-Stop Service applicants, customers and participants shall not be discriminated against on the basis of race, color, religion, sex, national

origin, age, disability, genetics, political affiliation, belief or citizenship status.

AMENDMENTS; WITHDRAWAL; TERMINATION; SUBSTITUTION

The main body of this MOU may only be modified, revised, or amended by the mutual written consent of all Parties. Notwithstanding the foregoing:

1. Any individual one stop partner may, with the prior consent of the EAWDB and the CEOs, execute an amended Exhibit A- as appropriate to reflect changes in the services provided by such One-Stop Partner. Upon receipt of an amended Exhibit A from a One Stop Partner, EAWDB will replace the partners' original Exhibit A- with the amended Exhibit in the MOU and on the website.
2. Any individual One-Stop Partner may withdraw from this MOU at any time by providing notice to the Workforce Board of such One-Stop Partner's intent to withdraw. Unless otherwise agreed to by the Workforce Board and the CEOs, such withdrawal shall become effective sixty (60) days after delivery of such notice. Such withdrawal shall not (i) terminate this MOU; (ii) impact the rights and responsibilities of the remaining Parties under this MOU; (iii) relieve the withdrawing One-Stop Partner from any obligations that arise from a source outside of this MOU (including obligations that arise pursuant to the terms of a contract or grant agreement); or (iv) relieve the withdrawing One-Stop Partner from its obligations hereunder accruing prior to the effective date of its withdrawal.
3. The Workforce Board, with the agreement of the CEOs, may terminate the rights and obligations of any individual One-Stop Partner under this MOU at any time by providing notice in writing to the One-Stop Partner being terminated. Unless otherwise agreed by the Workforce Board and the CEOs, such termination shall become effective sixty (60) days after delivery of such notice. The termination of a One-Stop Partner pursuant to this section shall not (i) terminate this MOU; (ii) impact the rights and responsibilities of the remaining Parties under this MOU; (iii) relieve the terminated One-Stop Partner from any obligations that arise from a source outside of this MOU (including obligations that arise pursuant to the terms of a contract or grant agreement); or (iv) relieve the terminated One- Stop Partner from its obligations hereunder accruing prior to the effective date of its termination.

MODIFICATION PROCESS

1. When a partner wishes to modify the MOU, the Partner must first provide written notification to all signatories of the existing MOU and outline the proposed modification(s).

2. Upon notification, the EAWDB board chair or designee must ensure that discussions and negotiations related to the proposed modification take place with Partners in a timely manner and as appropriate.

Depending on the type of modification, this can be accomplished through email communications of all the parties. If the proposed modification is extensive and is met

with opposition, the board chair (or designee) may need to call a meeting of the parties to resolve the issue. Upon agreement of all parties a modification will be processed.

If the modification involves substitution of a party that will not impact any of the terms of the agreement, it can be accomplished by the original party and the new party entering into an MOU that includes the EAWDB, wherein the new party assumes the rights and obligations of the original party.

3. The EAWDB board chair (or designee) must circulate the MOU modification and secure partner signatures. The modified MOU will be considered fully executed once all signatories have reviewed and signed.

The modification may be signed in counterparts, meaning each signatory can sign a separate document as long as the board acquires signatures of each party and provides a complete copy of the modification with each party's signatures to all other parties.

ASSIGNMENT

The One-Stop Partners' rights and obligations hereunder are personal and may not be transferred, assigned, or subcontracted without the prior written consent of the Workforce Board and the CEOs and must follow the process outlined above in the MODIFICATION PROCESS section above.

SEVERABILITY

Any provision of this MOU that is deemed invalid or unenforceable shall not affect the validity or enforceability of the remaining provisions of this MOU, provided that the Parties can continue to perform their obligations under this MOU in accordance with its intent.

CONFLICTS OF INTEREST

Each Party acknowledges that with respect to this MOU, even the appearance of a conflict of interest is harmful to the EAWDB, the workforce development system and its partners' interests. Each Party shall refrain from any practices, activities, or relationships that reasonably may appear to be in conflict with the full performance of such Party's obligations under this MOU.

DISPUTE RESOLUTION

All Parties agree that they shall attempt in good faith to resolve any disputes that arise out of or that relate to this MOU, or the Parties' rights and obligations hereunder, through informal discussions among the affected One-Stop Parties, the Workforce Board, the One Stop Operator, and the CEOs. If such Parties are unable to resolve their dispute through informal discussion, such Parties agree to submit their dispute to the New Mexico State Workforce Board or its designee for resolution.

MOU RECORDKEEPING AND ADMINISTRATIVE TASKS

The EAWDB shall be responsible for maintaining the original, copies of this MOU, the Exhibits,

and any amendments thereto. EAWDB shall be responsible for maintaining the EAWDB website and ensuring that the EAWDB Website contains (i) current copies of the MOU and the Exhibits; (ii) a current list of all active One-Stop Partners and their designated representatives and contact information; and (iii) an accurate list of all currently-operating satellite workforce centers in the Workforce Area. The EAWDB will also be responsible for the development and maintenance of a referral issuing and tracking system to provide a collaborative communication tool for partners working with each of the centers.

FINANCIAL OBLIGATIONS

All parties to this MOU agree to negotiate in good faith the requirements for support of the infrastructure funding agreement (IFA) as mentioned above and required by federal law. The IFA itself and its negotiations are a separate document to this MOU. Non-agreement or dispute of provisions of the IFA shall not constitute a Non-agreement to the terms of this MOU.

The financial plan and partner responsibilities are detailed in the EAWDB's Infrastructure Funding Agreement (IFA).

PERIODIC REVIEW

Pursuant to WIOA Sections 121 (c) (g) and 20 CFR 678.500, the parties agree to review the terms of this MOU not less than once every two (2) years following the effective date or as required by state policy, to ensure appropriate delivery of services. Should the need arise Parties may review the MOU on a more frequent basis and if substantial changes have occurred and/or amend the MOU to ensure appropriate representation of the system continues. The EAWDB shall initiate and oversee periodic or requested review(s).

ONE STOP OPERATOR

The EAWDB in accordance with Uniform Guidance, WIOA and its regulations, with the approval of the CEOs and the governor, the EAWDB has been approved to be the One Stop Operator, herein after referred to as the operator, for the area. All documentation for the procurement and selection process may be accessed by written request to the EAWDB. The State requires the one stop operator be re-competed at least every 3 years and monitored annually.

The EAWDB is the Operator for the Eastern Area and as such has hired designated personnel to fulfil this function. The Operator for the area will ensure that the NMWCC job centers provide accessible, seamless, customer-driven services to job seekers, employers and other stakeholders in a professional, courteous, timely and efficient manner. Major components of the work involve engaging and expanding the network of partners participating in the system, leading efforts to improve customer outcomes and customer satisfaction by enhancing, coordinating and integrating

service delivery within the local area; and assisting with the development of innovative strategies and technologies to assist in improving the public workforce system in the local area, while ensuring such developments are not of duplicative of existing technologies and resources.

KEY TASKS AND RESPONSIBILITIES OF THE OPERATOR

Partner Collaboration and Coordination

- Develop strategies to improve coordinated service delivery and client outcomes
- Ensure roles and responsibilities of partners are well-defined, integrated and aligned
- Implement and monitor the negotiated one-stop partner MOU
- Act as an intermediary and facilitate meaningful collaboration and communication among EAWDB partners

One-stop Operations

- Develop and implement policy changes, process enhancements, customer service standards and plans for continuous improvement that reflect an integrated system, efficient use of resources and minimized duplication of efforts
- Ensure effective administration of day-to-day operations in partnership with the Site Managers
- Assess and ensure effective use of key performance indicators for service delivery that measures progress and impact of shared goals
- Assist with, identify and lead strategies for NMWCC partners to align services with and meet the needs of businesses seeking to utilize the NMWCC system.

Cross Training and Professional Development

- Develop strategies and facilitate cross-partner/program training and other professional development opportunities for NMWCC staff in coordination with partner organizations to ensure staff possess the knowledge, skills and abilities to support an integrated service delivery system

Outreach and Promotion

- Develop and implement strategies through coordination and collaboration with partners and site managers, to raise awareness of and access to NMWCC system services and resources

Data Analytics

- Utilize data and trends from customer information systems to inform coordinated service delivery and enhance partner collaboration

Compliance and Certification

- Ensure compliance with federal and state guidance, including WIOA and its implementing plans and regulations, as well as other federal, state and local policies applicable to the workforce development system.

The operator will not assist in the development, preparation and submission of Local plans. They cannot manage or assist in future competitive processes for selecting operators or select or

terminate one stop operators, career service providers, or youth providers. The operator cannot negotiate local performance accountability measures or develop and submit budgets for activities of the EAWDB. The EAWDB is responsible for the negotiated performance measures, strategic planning, budgets, and one-stop operator oversight (including monitoring).

SITE MANAGERS

The Operator will utilize site managers to support its efforts and manage the daily operations of the NMWCC offices. Functions of the site manager may include, but are not limited to:

- Provide functional supervision of NMWCC offices and staff;
- Support the Operator in coordinating service delivery across partner programs placing priority on customer service
- Oversee operations within the center, submitted timely reports as necessary
- Ensure the operation of the centers are compliant with WIOA and its related regulations, state-defined certification criteria, all applicable contracts and agreements and local policies
- Coordinate daily work schedules, staff vacations, and workflow based on operational needs; and
- Monitor, evaluate and report on performance, customer satisfaction, and other service delivery data to the Operator and the board.

GOVERNANCE

The Operator provides guidance and oversight to the NMWCC offices and their site managers. The site manager manages the day-to-day operations of the job centers. When fulfilling services in the NMWCC job centers, all co-located partners are under the functional direction of the site manager. Those partners who maybe co-located but not providing services through the job center are not under the functional supervision of the site manager. At the time that a co-located partner begins to provide such services, co-located staff fall under the functional direction of the site manager.

Strategizing, planning and direction; policy development and analysis; oversight, monitoring and evaluation of workforce development activities shall be the responsibility of the EAWDB. Management of the American Job Center network (NMWCC offices) shall be the responsibility of the Operator, acting directly or through the site manager who reports to the Operator.

NMWCC ROLES AND RESPONSIBILITIES

The Job Center Network is comprised of groups of partner programs working seamlessly and collaboratively to establish system of service delivery that best meets customer needs and leverages staff resources to provide those services in the most efficient effective manner possible. Each NMWCC Center in the east has at a minimum Title 1 adult, dislocated worker and youth services co-located with the Wagner Peyser Career and employment services. As such each NMWCC center will provide access to these services:

Business Services		
Serve as a point of contact for businesses, responding to all requests in a timely manner	Provide information and services related to Unemployment Insurance taxes and claims to the limit allowable	Assist with disability and communication accommodations, including job coaches

Conduct outreach regarding Local workforce system's services and products	Conduct on-site Rapid Response activities regarding closures and downsizings	Develop On-the-Job Training (OJT) contracts, incumbent worker contracts, or pay-for-performance contract strategies
Provide access to labor market information	Provide customized recruitment and job applicant screening, assessment, and referral services	Provide employer and industry cluster-driven Occupational Skills Training through Individual Training Accounts with eligible training providers
Assist with the interpretation of labor market information	Conduct and or assist with job fairs and hiring events	Develop customized training opportunities to meet specific employer and/or industry cluster needs
Use of one-stop center facilities for recruiting and interviewing job applicants	Consult on human resources needs	Coordinate with employers to develop and implement layoff aversion strategies
Post job vacancies in the state labor exchange system and take and fill job orders	Provide information regarding disability awareness issues	Provide incumbent worker upgrade training through various modalities
Provide information regarding workforce development initiatives and programs	Provide information regarding assistive technology and communication accommodations	Develop, convene, or implement industry or sector partnerships

Job Seeker Services		
<u>Basic Career Services</u>	<u>Individualized Career Services</u>	<u>Training</u>
Outreach, intake and orientation to the information, services, programs, tools and resources available through the Local workforce system	Comprehensive and specialized assessments of skills levels and service needs	Occupational skills training through Individual Training Accounts (ITAs)
Initial assessments of skill level(s), aptitudes, abilities and supportive service needs	Development of an individual employability development plan to identify employment goals, appropriate achievement objectives, and appropriate combination of services for the customer to achieve the employment goals	Adult education and literacy activities, including English language acquisition (ELA), provided in combination with the training services described above
Job search and placement assistance (including provision of information on in-demand industry sectors and occupations and non-traditional employment	Referral to training services	On-the-Job Training (OJT)
Access to employment opportunity and labor market information	Group counseling	Incumbent Worker Training
Performance information and program costs for eligible providers of training, education, and workforce services	Literacy activities related to work readiness	Programs that combine workplace training with related instruction which may include cooperative education
Information on performance of the Local workforce system	Individual counseling and career planning	Training programs operated by the public and private sector

Information on the availability of supportive services and referral to such, as appropriate	Case management for customers seeking training services; individual in and out of area job search, referral, and placement assistance	Skill upgrading and retraining
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Information for Unemployment Insurance claim filing	Work experience, transitional jobs, registered apprenticeships, and internships	Entrepreneurial training
Determination of potential eligibility for workforce Partner services, programs, and referral(s)	Workforce preparation services (e.g., development of learning skills, punctuality, communication skills, interviewing skills, personal maintenance, literacy skills, financial literacy skills, and professional conduct) to prepare individuals for unsubsidized employment or training	Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training
Information and assistance in applying for financial aid for training and education programs not provided under WIOA		Other training services as determined by the workforce partner's governing rules
		Post-employment follow-up services and support

Youth Services	
Tutoring, study skills training, instruction, and evidence-based dropout prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including a recognized certificate of attendance or similar document for individuals with disabilities) or for a recognized postsecondary credential.	Alternative secondary school services, or dropout recovery services, as appropriate.
Paid and unpaid work experiences that have as a component academic and occupational education, which may include: Summer employment opportunities and other employment opportunities available throughout the school year, pre-apprenticeship programs, internships and job shadowing, and on-the-job training opportunities.	Occupational skill training, which shall include priority consideration for training programs that lead to recognized postsecondary credentials that are aligned with in-demand industry sectors or occupations in the local area involved.
Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster.	Leadership development opportunities, which may include community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors, as appropriate.
Supportive services.	Adult mentoring for the period of participation and a subsequent period, for a total of not less than 12 months.
Follow-up services for not less than 12 months after the completion of participation, as appropriate.	Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral, as appropriate.
Financial literacy education.	Entrepreneurial skills training.
Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration services.	Activities that help youth prepare for and transition to postsecondary education and training.

PARTNER ROLES AND RESPONSIBILITIES

All parties to this MOU agree to comply with:

- Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule, published December 2, 2016),
- Title VI of the Civil Rights Act of 1964 (Public Law 88-352),
- Section 504 of the Rehabilitation Act of 1973, as amended,
- The Americans with Disabilities Act of 1990 (Public Law 101-336),
- The Jobs for Veterans Act (Public Law 107-288) pertaining to priority of service in programs funded by the U.S. Department of Labor,
- Training and Employment Guidance Letter (TEGL) 37-14, Update on Complying with Nondiscrimination Requirements: Discrimination Based on Gender Identity, Gender Expression and Sex Stereotyping are Prohibited Forms of Sex Discrimination in the Workforce Development System and other guidance related to implementing WIOA sec. 188,
- The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part 99),
- The confidentiality requirements governing the use of confidential information held by the State UI agency (20 CFR part 603),
- all amendments to each, and
- all requirements imposed by the regulations issued pursuant to these acts.

The above provisions require, in part, that no persons in the United States shall, on the grounds of race, color, national origin, sex, sexual orientation, gender identity and/or expression, age, disability, political beliefs or religion be excluded from participation in, or denied, any aid, care, services or other benefits provided by federal and/or state funding, or otherwise be subjected to discrimination.

Additionally, all Parties shall collaborate and reasonably assist each other and the operator in the development of necessary service delivery protocols for the services outlined in the partners and services section above, and commit to work with the operator for the cross training of AJC staff in the minimum eligibility requirements, enrollment processes and services available by each partner of this MOU. Partners commit to cross-training staff, as appropriate, and to providing other professional learning opportunities that promote continuous quality improvement. Partners will work to integrate a system to the maximum extent possible that includes:

- effective communication and information sharing within the system and its partners,
- joint planning and development of system design processes and the respective policy needs,
- Working with partners to unify the assessment, referral and collaborative case

- management processes as reasonable,
- Active involvement in joint planning, policy development and system design processes,

- Commitment to working with the operator to cross-training of staff, as appropriate, and to providing professional learning opportunities that promote increase knowledge of all partner programs to individuals providing services in the workforce development system,
- Commitment to and active involvement in working toward development of a unified mission, vision, goals and strategies,
- Participation in the development of continuous improvement processes designed to boost outcomes and increase customer satisfaction,
- Establishing a point of contact(s) to serve as liaison between the partner program and the NMWCC office,
- Working with the board, its operator and staff to develop continuous improvement processes and benchmarks to increase customer satisfaction and partner performance, and
- Participation in regular partner meetings in their communities to promote and develop all the items noted above.

CHIEF ELECTED OFFICIALS

The CEOs of the eastern area will:

- In partnership with the EAWDB and other applicable partners within the region, develop and submit a single regional local plan that includes a description of activities that shall be undertaken by the local board and its partners, and that aligns its strategic vision, goals, objectives, and workforce related policies,
- Approve the EAWDB budget and workforce centers cost allocation plan,
- Approve the selection of the One-Stop operator following the competitive procurement process, and
- Coordinate with the EAWDB to oversee the operations of the New Mexico Workforce Connection Centers in the Eastern Area.

EASTERN AREA WORKFORCE DEVELOPMENT BOARD

The EAWDB ensures the workforce -related needs of employers, workers, and job seekers in Eastern NM are met, to the maximum extent possible with available resources. The EAWDB will, at a minimum:

- In partnership with the CEOs and other applicable partners within the local area, develop and submit a Local Plan that includes a description of the activities that shall be undertaken by the local board and its partners, and that aligns its strategic vision, goals, objectives, and workforce-related policies to the regional economy,
- In partnership with the CEOs and other applicable partners within the region, develop strategic regional vision, goals, objectives, and workforce-related policies,
- In cooperation with the local CEOs, design and approve the NMWCC system structure.

This includes, but is not limited to:

1. Adequate, sufficient, and accessible one-stop center locations and facilities,
 2. A holistic system of supporting services, and
 3. A competitively procured One-Stop Operator.
- In collaboration with the CEO, designate through a competitive process, oversee, monitor, implement corrective action, and, if applicable, terminate the One-Stop

Operator.

- Determine the role and day-to-day duties of the one-stop operator,
- Approve annual budget allocations for operation of the NMWCC system,
- Help the Operator recruit operational partners and negotiate MOUs with new partners,
- Review and evaluate performance of the NMWCC system and the Operator.

Specific responsibilities of the EAWDB staff include, at a minimum:

- Assist the CEO and EAWDB with the development and submission of a single local plan,
- Support the local board with the implantation and execution of the regional vision, goals, objectives, and workforce-related policies, including all duties outlined above,
- Provide operational and grant-specific guidance to the operator,
- Investigate and resolve elevated customer complaints and grievance issues,
- Prepare regular reports and recommendations the board, and
- Oversee negotiations and maintenance of MOUs and IFAs with One-stop partners.

TERMINATION

This MOU will remain in effect until the end date specified in the *Effective Period* section unless:

- All Parties mutually agree to terminate this MOU prior to the end date.
- Federal oversight agencies charged with the administration of WIOA are unable to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this MOU succeeding the first fiscal period. Any party unable to perform pursuant to MOU due to lack of funding shall notify the other Parties as soon as the party has knowledge that funds may be unavailable for the continuation of activities under this MOU.
- WIOA is repealed or superseded by subsequent federal law.
- Local area designation is changed under WIOA.

In the event of termination, the Parties to the MOU must convene within thirty (30) to discuss the formation of the successor MOU.

EFFECTIVE PERIOD

This MOU will become effective as of the date of signing by the final signatory below and must terminate on June 30, 2020, unless any of the reasons in the Termination section above apply.

AUTHORIZATION

Each person signing this MOU represents and warrants that he or she is duly authorized to execute this MOU.

PARTNER SERVICES EXHIBITS

EXHIBIT A – DEPARTMENT OF WORKFORCE SOLUTIONS (DWS) AND WIOA TITLE I

The DWS administers many of the required partner programs including Wagner Peyser, Jobs for Veterans State Grants (JVSG), Unemployment Insurance (UI), and TAA. These programs along with WIOA Adult, Dislocated Worker and Youth (WIOA Title I) are co-located in all Eastern Area NMWCC offices. Services available through those programs are detailed above. Additional required partner services available under this MOU are detailed in pages of these exhibits.

EXHIBIT B – TRADE ADJUSTMENT ASSISTANCE ACTIVITIES

Trade Act programs are focused on getting customers reemployed and ensuring those individuals maintain employment. The TAA program includes but is not limited to: training, employment and case management services, job search allowances, and relocation allowances.

Individual workers who are members of a certified worker group apply for benefits and services at the NMWCC offices. Individual workers who meet the qualifying criteria may receive: job training, job-search, and relocation assistance. Additionally, all workers covered by a certification are eligible for employment and case-management services, including basic and individualized career services either through the TAA program or through and in coordination with the WIOA Title I and Wagner Peyser programs.

EXHIBIT C – RAPID RESPONSE ACTIVITIES

Rapid Response is an early intervention business service that assists workers and employers during the entire business cycle. Rapid Response coordinates layoff aversion and outplacement services for employers and workers affected by layoffs, plant closures, or natural disasters. It is not always event-driven; it is pro-active approach to planning for and managing economic transitions. At its best, Rapid Response assist employers with their layoffs by coordinating outplacement services prior to layoff, while supporting the business by working with other state and local stakeholders who can then assist in job expansion. Rapid Response services provide an introduction to workforce systems and helps workers and employers navigate the NMWCC system of resources and information to help transition workers into reemployment and assist businesses.

EXHIBIT D – UNEMPLOYMENT COMPENSATION PROGRAM

In accordance with the WIOA, the Unemployment Insurance Program is responsible to provide assistance to individuals seeking assistance in filing an unemployment claim in NMWCC offices. The meaningful assistance will be provided in the offices by offering claimants access to the website to file a claim and dedicated staff to be available by phone with dedicated call in numbers for participants to contact UI staff for questions or information regarding claims.

Eastern Area NMWCC offices do not have dedicated on site UI staff therefore, NMWCC staff provide some direct assistance to claimants and employers at NMWCC Centers. NMWCC staff are required to provide access to phones and computers to allow customers access to UI claim services. Staff also may provide limited assistance to help an individual file their claims or recertify by assisting them with accessing and navigating the website or phone system.

Offices are also required to provide access to a space with a telephone for UI hearings. In the event a hearing is scheduled the office will work with the customer and the UI division to coordinate the hearing and telephonic meeting if applicable.

EXHIBIT E – VOCATIONAL REHABILITATION SERVICES

As a core partner Vocational Rehabilitation (VR) provides rehabilitation services for individuals with disabilities. Eligible customers receive multiple services that include but are not limited to: diagnostic, vocational counseling and guidance, vocational evaluation, restoration, training, job placement and employment training services. These individual services are designed to prepare VR customers to become qualified members of the workforce.

VR provides multiple services to the business community designed to assist businesses with onboarding pre-screened qualified employees with disabilities. VR supports for a new hire can include; reasonable assistance accommodation consultation, and referral on tax credits or deductions. VR also offers no-cost consultation on the American with Disability Act (ADA), accessibility standards and helping a business to retain current employees following an accident, injury or disability. Business services can help identify resources to assist organizations on how to improve access compliance and steps to diversify their workforce to include individuals with disabilities.

As a Core partner VR will provide access to a staff liaison for each office that will be the lead point of contact for referrals to VR for individuals that may qualify for or be receiving services from VR.

EXHIBIT F – ADULT EDUCATION AND LITERACY

The Adult Education and Literacy program provides academic and vocational training opportunities to adults that as appropriate include but are not limited to:

- Academic instruction and education services below the postsecondary level that include an individual's ability to read, write, speak English and perform mathematics or other activities necessary for the attainment of a secondary school diploma or its equivalent with a transition to postsecondary education and training;
- Provide services to improve literacy levels to increase the ability to read, write, speak English, compute and solve problems at levels of proficiency necessary to function on the job, in the family and in society;
- Workplace adult literacy activities that integrate the following:
 - ✓ Parent or family adult education and literacy activities that lead to readiness for postsecondary education or training, career advancement, and economic self-sufficiency;
 - ✓ Interactive literacy activities between parents or family members and their children;
 - ✓ Training for parents or family members regarding how to be the primary teacher for their children and full partners in the education of their children; and
 - ✓ Age appropriate education to prepare children for success in school and life experiences.
- English Language Acquisition activities;
- Integrated English literacy and civics;
- Workforce preparation activities; and
- Integrated education and training.

EXHIBIT G – SENIOR COMMUNITY SERVICE EMPLOYMENT PROGRAM (SCSEP)

The SCSEP program is administered by the Aging and Long-Term Services Department and in the Eastern area through Goodwill. SCSEP provides employment and training services to older New Mexicans. The program assists individuals, 55 or older, to obtain employment and providing community service through paid part-time training positions. Enrolled participants receive work experience and on-the-job training to develop new or improved skills; and support to overcome barriers to employment.

The SCSEP program will work with the local offices for referrals for potentially eligible individuals and for placement assistance as appropriate.

EXHIBIT I – TEMPORARY ASSISTANCE TO NEEDY FAMILIES (TANF)

The TANF program's function at its core is to help low income families with being able to maintain food and necessities during difficult times. The goal once those basic needs are met is to assist individuals with entering the workforce and decrease dependency on public assistance. Services provided include but are not limited to: access to education, training, placement and counseling services. They also provide resume assistance, workshops, job clubs, access to educational services, work experience and on the job training assistance.

The TANF program participants register with the NMWCC offices in the Workforce Connection Online System (WCOS). This creates a natural avenue for partnership. Local offices work with TANF where possible to align workshops to provide more access to individuals in need.

EXHIBIT I – CARL PERKINS CAREER AND TECHNICAL EDUCATION PROGRAM

Career Technical Education (CTE) provides students of all ages with academic and technical skills, knowledge and training necessary to succeed in future careers and to become lifelong learners. The program focuses heavily on workplace competencies and career pathways to create the opportunity for individuals to progress along career ladders to continuously improve their skills based on a National Career Clusters Framework. These services in the Eastern Area are provided in community colleges.

The WIOA program funded on the Mescalero Reservation provides residents access to job search and placement assistance, linkages to training, case management, career counseling, supportive services, classroom training, work experience to that are available to youth and adults as appropriate. The program refers individuals to the closest NMWCC office for additional information on local labor market information, testing as appropriate and specific job referrals as needed.

In cases of dual enrollment between Title I and the Mescalero WIOA program service delivery is coordinated, collaborative and non-duplicative

Dr. Ken Van Winkle, President
New Mexico State University-Alamogordo

Date