State of New Mexico
Higher Education Department
Adult Education Division

Program Annual Report Preparation Guidelines and Reporting Template

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. <u>Cover Page</u>

2. <u>Annual Report (Sections I – IX).</u>

   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. <u>Attach all NRS Tables</u>
4. <u>Attach MOU and IFA</u>

<u>(Please remove these instructional pages when submitting your final report.</u>

<u>Your submitted report should begin with the signed cover page.)</u>

Annual Program Report
Cover Page

Program Name: Adult Education

Institution or Organization: NMSU Grantst

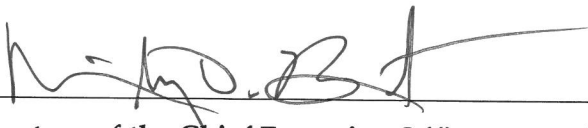|	
Address:	**1500 N. Third Street**
City:	**Grants**
County:	**Cibola**
Zip:	**87020**
Main Phone:	**505-287-6662**
Fax:	**505-287-2329**
Website:	**grants.nmsu.edu/community/adult-education-ged/**

Fiscal Year: 2018-2019

Submission Date: 8/20/19

Program Director, Manager, or Coordinator Name: Thomas McGaghie

Contact Information: Phone: **505-287-6643**

Email: **tjmcgagh@nmsu.edu**

Alternate Contact Name: Sonya Archuleta

Contact Information: Phone: **505-287-6662**

Email: **Smg2814@nmsu.edu**

_____   08/23/2019
Signature of the Chief Executive Officer or Designee   DATE

Dr. Mickey Best – President NMSU Grants

Typed Name and Title:

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.

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?

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

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

1.   a. Exceed state NRS level gains from FY 17/18 while increasing our programs level gains.

   b. Increase enrollment and periods of participation

   c. Increase number of HSEs and Work Keys certifications

   a. We exceeded the state NRS level gains for FY 17/18 in two of the six levels and we had no students in Level 6. Much of this drop can be attributed to the change in the TABE test this past year. We have found that the students did substantially worse on the new TABE than on the prior one. It is my understanding that this is reflected in a reduction in the level gains across the state. It is my impression that when compared to the initial TABE testing results for this current year – 18/19 – our program exceeded the overall state results.

   b. Our enrollment dropped from 213 to 172 a decrease of 19.25% and our periods of participation dropped from 221 to 174 for a reduction of 21.27%. From conversations with other programs it appears that they had similar reductions in fundables and periods of participation. If we go back an additional year to the 16/17 FY our enrollment increased from 164 to 172 for an increase of 4.88%. It will be interesting to see if FY 17/18 was an aberration or if it was a reflection of where the program should actually be.

   c. Even though we had a substantial reduction in our enrollment figures we substantially increased our High School Equivalencies (HSE) and our Career Readiness Certificates. We went from 26 HSEs in FY 17/18 to 35 this past year. TABLE 4 only shows 30 HSEs but several of our graduates were listed in column E showing only a level gain. This was a 34.61% increase over the previous year. In addition, we increased our Career Readiness Certificates from 17 to 24 this past year. This is an increase of 41.17%. So while our attendance was down our success rates with our students was substantially higher in the areas of HSEs and Career Readiness Certificates.

2. We currently have a close working relationship with the local Drug Court. We work with the Juvenile, Adult and Family Drug Court programs. We also work with the ACCE program through the local TANF office to provide the educational component for some of the TANF participants. We work with the local Adult and Juvenile probation offices. Our program works with the local Work Force Solutions Office the local school system and many of the Tribal organizations in our region. They all have supported our goals but in a somewhat limited degree. They all have their priorities and they may not always coordinate with ours. The current trend is to provide jobs for their clients instead of educational services.

3. Over the years we have worked with DELT in establishing some of the Distance Educational programs and computer based programs that they have encouraged Adult Education programs to implement. We have used TABE on line for many years as well as PLATO and other computer based programs. Since I am retiring I was hoping that the new program manager would be able to participate in the C3 initiative. It is unfortunate that the funding for that statewide initiative has ceased.

4. We have an open enrollment policy with orientations every week. Our scheduling and attendance policies are very flexible allowing the students the opportunity to establish a schedule to meet their needs and not ours. While our level gain percentages may improve it we established a more structured enrollment and attendance policy (we still regularly exceed the state average for level gains) I believe that our High School Equivalency and Career Readiness Certificate numbers would be substantially reduced. This past year we had over 20% of our fundable students who received their High School Equivalency. With the demographic makeup of the program and the rural nature of our region a managed enrollment program would not be as beneficial to our students or our community.

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:	Site:	Site:	Site:	Site:	Site:	Site:
Total count of students with fewer than 12 hours (Table 2A)	79							
Total count of students with 12 + hours	172							
Total contact hours for students with 12 + hours	11,878.38							
Average contact hours for students with 12 + hours	69.06							
Average contact hours for students with 12 + hours experiencing level gains	113.56							
Count of all HSE graduates with 12 + hours	32							
Count of HSE en Español graduates with 12 + hours	0							
Post Test Rate ABE (Divide Column B ABE Total of Table 4b by Column B ABE Total of Table 4)	37.21%							
Post Test Rate ESL (Divide Column B ESL Total of Table 4b by Column B ESL Total of Table 4)	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)	40.7%							
Percent of ESL students with 12+ who separated before achieving MSG (Divide Column F ESL Total on Table 4 by Column B ESL Total on Table 4)	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)	47.67%							
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)	0							
Total # of students reporting TRANSPORTATION issues that impact the ability to participate in the AE Program.	36							

Adult Education Local Provider Annual Report   2018-2019

Total # of students reporting **CHILD CARE** issues that impact the ability to participate in the AE Program.	11		
Please provide a list of communities or organizations requesting services or additional service from your program.			**Service Requested**
None			

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?**

   We will continue to support our students both academically and when needed in their personal lives. We use the TABE tests as an initial base line for all of our students and then use either computer work, text book assignments or face to face classroom programming to fit the particular needs of our students. We use the official practice tests as a means of determining where the students are academically and also to help narrow down the areas in which they need assistance. The diagnostics tie directly into the texts that we use. We also stress that the students should obtain a Career Readiness Certificate before they leave our program. We can also use Work Keys to profile jobs that the students may be interested in and give them an idea of what they need to do to reach those goals.

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

   This past year showed some unique and what may seem to be contradictory outcomes. Our contact hours and fundables both declined this past year. Our enrollment went from 213 to 172 for a decline of 19.25% and our PoPs went from 221 to 174 for a 21.27% decline. But when compared to FY 16/17 our enrollment actually went up 4.88% in FY 18/19. Our TABE level gains dipped a little year to year but this may simply be due to the change in the TABE tests themselves. It is my understanding that programs across the state showed a similar reduction in NRS level gains. But with all of that we still showed a substantial increase in HSEs. We went from 26 to 35 HSEs for a 34.61% increase and our Career Readiness Certificates went from 17 to 24 for a 41.17% increase.

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

   We just have the one site.

4. **Describe program improvement initiatives you plan to pursue.**

   We plan on improving our enrollment for this next year and to improve on our NRS level gains, HSEs and Career Readiness Certificates. We hope to achieve these goals by maintaining a close observation of our students' academic development.

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

   There is no local one stop in this area. Our local work force development office is only a part time office and the nearest vocational rehabilitation office is 60 miles away in Gallup.

It is very difficult to coordinate any well-developed one stop plan under these circumstances.

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.

   The major needs for our region is to develop the basic skills of our clients. Based on the initial TABE tests of our students over 90 % of our clients were at a level three or below and nearly 64% were at level 2 or below. Our focus has thus been on developing the basic skills needed to survive and to possibly look initially forward to an entry level position at some of our local businesses. We hope to bring the students up to a college or career level but this has currently been our primary focus.

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.

   Again, with the lack of an established one stop in our area it is difficult to develop such a plan. It would also be difficult with the basic skills needs of our students. We definitely focus our attentions on our lower skilled students but we also assist the few students we have in the more advanced skill levels to prepare them for college or the workforce.

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.

   We focus on the development of the basic skills needed by the vast majority of our students. We also stress that the students achieve a Career Readiness Certificate and we can profile the vocation that they wish to be with the profiles in Work Keys. This provides them with a better understanding as to what skills they need to possibly improve on.

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

   When you look at the major employers in the Cibola County community you will see that the majority of the openings are for entry level skills. Because of this we focus on developing the basic skills of our students so that they may be ready to take these entry level positions. If the student wishes to increase their academic skills we will work with them to get prepared for our college's enrollment.

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.

   Our program uses the official practice tests as diagnostics which are then used to place our students into the appropriate text book assignments. We use texts that are aligned with the CCRS. The instructors and staff are also made aware of the specific academic needs of the students so that they may focus on the student's deficiencies and address them in a classroom environment. All of our programming focuses in on Reading, even the Math. We all believe that reading is the key to success in the basic academics and in preparing the students for college and their selected careers. Students are placed into our reading program – the Specific Skills series – which helps them to improve their reading abilities in 9 specific areas.

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.

   We use TABE on line to initially provide the students with exposure to computer based testing. In our computer lab the students have access to several computer based programs – Khan Academy,

PLATO, Mavis Beacon and other others. We use the GED on line practice tests to provide a solid diagnostic that we use to help direct the students' studies. The Career Readiness Certificate is another computer based program that we stress that the students should strive to obtain. The instructors will use the Smart Boards in the classrooms to provide group instruction to the students attending class.

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.

N/A

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

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

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
McGaghie	Thomas	Program Manager	Two Masters Degrees	40 years	COABE Webinar	8/9/18	
					NMAEA Conference	9/20/18	Tamaya
Archuleta	Sonya	Data Technician	Bachelor's Degree	2 years but also a graduate of our program	Records Retention Workshop	2/8/19	
					NMAEA Conference	9/20/18	Tamaya
Boyden	Joan	Instructor	Master's Degree	2 years	NMAEA Conference	9/20/18	Tamaya
					Several COABE Webinars		
Rogers	Daniel	Instructor	Bachelor's Degree	5 months	Several COABE Webinars		
Bennett	Michelle	Office Assistant	Working on an Associate's Degree	2 years but also a graduate of our program	NMAEA Conference	9/20/19	Tamaya

Adult Education Local Provider Annual Report   2018-2019

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
Instructors	They are looking forward to the Teachers Institute this fall.	Face to Face
	The main difficulty here is that our instructors are limited to 19 hours per week so that any professional development may be taken out of their instructional time	
	The COABE webinars can be informative but the instructors have little additional time to participate	On-Line
Program Manager and possibly the Data Tech	There may be new people in these positions so they will need a great deal of assistance in the area of Professional Development	On-Line Face to Face Webinars

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		0

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

Total hours contributed	Fair Market Value per Hour	Total
0		0

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

Total hours contributed	Fair Market Value per Hour	Total
0		0

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
0		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
None	

B. Program Income Activities

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

        0

Please list the PROGRAM INCOME EXPENDITURES below:

AEFLA allowable activity	Amount
	0

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.

NRS Table 1: Participants by Entering Educational Functioning Level, Ethnicity, and Sex

Select Reporting System: NRS FY 18-19 ▼

Agency: NMSU-Grants

Enter the number of participants* by educational functioning level, ethnicity/race**, and sex.

Entering Educational Functioning Level (A)	American Indian or Alaska Native		Asian		Black or African-American		Hispanic/Latino		Native Hawaiian or Other Pacific Islander		White		More than One Race		Total
	M (B)	F (C)	M (D)	F (E)	M (F)	F (G)	M (H)	F (I)	M (J)	F (K)	M (L)	F (M)	M (N)	F (O)	(P)
ABE*** Level 1	1	1	0	0	1	0	1	5	0	1	1	1	0	0	12
ABE Level 2	19	29	0	0	0	0	18	19	0	0	5	6	1	1	98
ABE Level 3	4	13	0	0	0	0	4	12	0	0	5	3	1	3	45
ABE Level 4	2	1	0	0	0	0	4	3	0	0	2	1	0	0	13
ABE Level 5	0	1	0	0	0	0	0	1	0	0	2	0	0	0	4
ABE Level 6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ESL*** Level 1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ESL Level 2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ESL Level 3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ESL Level 4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ESL Level 5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ESL Level 6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	26	45	0	0	1	0	27	40	0	1	15	11	2	4	172

*A participant is an individual in an AEFLA program who has completed at least 12 contact hours.
**See definitions for ethnicity/race categories.
***ABE = Adult Basic Education; ESL = English as a Second Language

NRS Table 2: Participants by Age, Ethnicity, and Sex

Select Reporting System: NRS FY 18-19 ▼   Agency: NMSU-Grants

Enter the number of participants* by age**, ethnicity/race***, and sex.

Age Group (A)	American Indian or Alaska Native		Asian		Black or African-American		Hispanic/Latino		Native Hawaiian or Other Pacific Islander		White		More than One Race		Total
	Male (B)	F (C)	M (D)	F (E)	M (F)	F (G)	M (H)	F (I)	M (J)	F (K)	M (L)	F (M)	M (N)	F (O)	(P)
16-18	4	7	0	0	1	0	15	10	0	0	6	4	1	0	48
19-24	15	18	0	0	0	0	5	11	0	0	4	2	0	3	58
25-44	7	18	0	0	0	0	6	16	0	1	4	4	1	1	58
45-54	0	1	0	0	0	0	1	3	0	0	1	1	0	0	7
55-59	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
60+	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
Total	26	45	0	0	1	0	27	40	0	1	15	11	2	4	172

*A participant is an individual in an AEFLA program who has completed at least 12 contact hours.
**Participants should be classified based on their age at program entry. Participants entering the program prior to the current program year should be classified based on their age at the beginning of the current program year.
***See definitions of ethnicity/race categories.
The totals in columns B–O should equal the totals in columns B–O of Table 1. Row totals in column P should equal corresponding column row totals in Table 3.

Ethnicity/Race:
See Table 1
Sex:
See Table 1

NRS Table 2A: Reportable Individuals by Age, Ethnicity, and Sex

Select Reporting System: | NRS FY 18-19 ▼ | Agency: | NMSU-Grants

Enter the number of reportable individuals* who have completed fewer than 12 contact hours by age**, ethnicity***, and sex.

Age Group (A)	American Indian or Alaska Native		Asian		Black or African-American		Hispanic/Latino		Native Hawaiian or Other Pacific Islander		White		More than One Race		Total
	Male (B)	F (C)	M (D)	F (E)	M (F)	F (G)	M (H)	F (I)	M (J)	F (K)	M (L)	F (M)	M (N)	F (O)	(P)
16-18	4	3	0	0	0	0	5	8	0	0	2	1	0	0	23
19-24	4	2	0	0	1	0	7	8	0	0	1	0	1	1	25
25-44	4	15	0	0	0	0	2	4	0	0	0	1	0	0	26
45-54	0	1	0	0	0	0	0	2	0	0	0	2	0	0	5
55-59	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
60+	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	12	21	0	0	1	0	14	22	0	0	3	4	1	1	79

*Report, on this table, only individuals who have completed fewer than 12 contact hours in a period of participation. A reportable individual is an individual who has taken action that demonstrates an intent to use program services and who meets specific reporting criteria of an AEFLA program.

** Reportable individuals should be classified based on their age at entry. Reportable individuals entering the program prior to the current program year should be classified based on their age at the beginning of the current program year.

*** See definitions of race/ethnic categories and examples that demonstrate how to report them.

Ethnicity/Race: See Table 1

NRS Table 3: Participants by Program Type and Age

Select Reporting System: NRS FY 18-19 ▼   Agency: NMSU-Grants

Enter the number of participants* by program type and age, non-duplicated.

Program Type (A)	16-18 (B)	19-24 (C)	25-44 (D)	45-54 (E)	55-59 (F)	60+ (G)	Total (H)
Adult Basic Education**	47	56	57	7	0	1	168
Integrated Education and Training Program	0	0	0	0	0	0	0
Adult Secondary Education***	1	2	1	0	0	0	4
Integrated Education and Training Program	0	0	0	0	0	0	0
English Language Acquisition****	0	0	0	0	0	0	0
Integrated Education and Training Program	0	0	0	0	0	0	0
Integrated English Literacy and Civics Education (Sec. 243)*****	0	0	0	0	0	0	0
Integrated Education and Training Program	0	0	0	0	0	0	0
Total	48	58	58	7	0	1	172

* A participant is an individual in an AEFLA program who has completed at least 12 contact hours.
The total in column H should equal the total in column P of Table 1.
**Number of participants enrolled in ABE levels 1-4. This number includes those enrolled in Integrated Education and Training (IET) Programs (Sec. 203(11) of WIOA).
***Number of participants enrolled in ABE levels 5 and 6. This number includes those enrolled in IET Programs (Sec. 203(11) of WIOA).
****Number of participants enrolled in English Language Acquisition programs but not enrolled in Integrated English Literacy and Civics Education (IELCE) programs (Sec. 243 of WIOA). This number includes those enrolled in IET Programs (Sec. 203(11) of WIOA).
*****Number of participants enrolled in IELCE programs (Sec. 243 of WIOA). This number includes those enrolled in IET Programs. It does not include those enrolled in ELA programs.

Measurable Skill Gains by Entry Level

Enter the number of participants for each category listed, total attendance hours, number achieving at least one educational functioning level gain, number who attain a secondary school diploma or its equivalent, and periods of participation outcomes.

		First Period of Participation								All Periods of Participation			
Entering Educational Functioning Level (A)	Total Number of Participants (B)	Number of Participants Excluded from MSG Performance (C)	Total Attendance Hours for All Participants (D)	Number Who Achieved at Least One Educational Functioning Level Gain (E)	Number Who Attained a Secondary School Diploma or Its Recognized Equivalent (F)	Number Separated Before Achieving Measurable Skill Gains (G)	Number Remaining in Program Without Achieving Measurable Skill Gains (H)	Percentage Achieving Measurable Skill Gains (I)	Total Number of Periods of Participation in Which Participants Achieved at Least One Educational Functioning Level Gain (J)	Total Number of Periods of Participation in Which a Secondary School Diploma or Its Recognized Equivalent Was Attained (K)	Total Number of Periods of Participation (L)	Percentage of Periods of Participation with Measurable Skill Gains (M)
ABE Level 1	12	0	1185.84	3	0	9	0	25	12	3	0	25
ABE Level 2	98	0	7968.28	24	10	39	25	34.7	99	24	10	34.3
ABE Level 3	45	0	2247.82	6	12	18	9	40	46	6	13	41.3
ABE Level 4	13	0	324.89	1	6	4	2	53.8	13	1	6	53.8
ABE Level 5	4	0	151.55	0	2	0	2	50	4	0	2	50
ABE Level 6	0	0	0	0	0	0	0	0	0	0	0	0
ABE Total	172	0	11878.38	34	30	70	38	37.2	174	34	31	37.4

NRS Table 4a - Educational Functioning Level Gain

Select Reporting System: NRS FY 18-19 ▼   Agency: NMSU-Grants

English Language Arts (ELA)/Literacy, English Language Proficiency (ELP), Mathematics, Carnegie Units/Credits, and Transition to Postsecondary Education by Entry Level

Enter number of participants achieving educational gain at each level.

Entering Educational Functioning Level (A)	Number of Participants (B)	Number with EFL Gain For ELA/Literacy or ELP by pre-posttesting (C)	Percentage Achieving ELA/Literacy or ELP EFL Gains (D)	Number with EFL Gain for Mathematics by pre-posttesting (E)	Percentage Achieving Mathematics EFL Gains (F)	Number with EFL Gain by Carnegis Units/Credits (G)	Percentage Achieving EFL Gain by Carnegie Units/Credits (H)	Number with EFL Gain by Transition to Postsecondary Education (I)	Percentage Achieving EFL Gain by Transition to Postsecondary Education (J)
ABE Level 1	3	1	33.3	3	100	0	0	0	0
ABE Level 2	29	15	51.7	18	62.1	0	0	0	0
ABE Level 3	9	7	77.8	4	44.4	0	0	3	33.3
ABE Level 4	1	0	0	0	0	0	0	1	100
ABE Level 5	0	0	0	0	0	0	0	0	0
ABE Level 6	0	0	0	0	0	0	0	0	0
ABE Total	42	23	54.8	25	59.5	0	0	4	9.5

NRS Table 4 B

Select Reporting System:　　NRS FY 18-19　▼　　　Agency:　　NMSU-Grants

Educational Functioning Level Gain and Attendance for Pre- and Post-tested Participants

Enter the number of pre- and post-tested participants for each category listed, number of post-tested participants achieving at least one educational functioning level gain, and total attendance hours for post-tested participants.

Entering Educational Functioning Level (A)	Total Number Enrolled (B)	Total Attendance Hours (C)	Number with EFL Gain (D)	Number Separated Before Achieving EFL Gain (E)	Number Remaining Within Level (F)	Percentage Achieving EFL Gain (G)
ABE Level 1	4	893.27	4	0	0	100
ABE Level 2	46	6222.68	29	11	6	63
ABE Level 3	14	1370.61	7	3	4	50
ABE Level 4	0	0	0	0	0	0
ABE Level 5	0	0	0	0	0	0
ABE Total	64	8486.56	40	14	10	62.5

NRS Table 4 C

Select Reporting System: NRS FY 18-19 ▼   Agency: NMSU-Grants

Measurable Skill Gains by Entry Level for Participants in Distance Education

Enter the number of participants for each category listed, total attendance hours, number achieving at least one educational functioning level gain, number who attain a secondary school diploma or its equivalent, and periods of participation outcomes.

Entering Educational Functioning Level (A)	Total Number Enrolled (B)	Total Attendance Hours for All Participants (C)	Number Who Achieved at Least One Educational Functioning Level Gain (D)	Number Who Attained a Secondary School Diploma or Its Equivalent (E)	Number Separated Before Achieving Measurable Skill Gains (F)	Number Remaining in Program Without Measurable Skill Gains (G)	Percentage Achieving Measurable Skill Gains (H)	Total Number of Periods of Participation (I)	Total Number of Periods of Participation with Measurable Skill Gains (J)	Percentage of Periods of Participation with Measurable Skill Gains (K)
ABE Level 1	0	0	0	0	0	0	0	0	0	0
ABE Level 2	0	0	0	0	0	0	0	0	0	0
ABE Level 3	0	0	0	0	0	0	0	0	0	0
ABE Level 4	0	0	0	0	0	0	0	0	0	0
ABE Level 5	0	0	0	0	0	0	0	0	0	0
ABE Level 6	0	0	0	0	0	0	0	0	0	0
ABE Total	0	0	0	0	0	0	0	0	0	0

NRS Table 5: Core Follow-up Outcome Achievement

Select Reporting System: NRS FY 18-19 ▼   Agency: NMSU-Grants

(A) Core Follow-up Outcome Measures	(B) Number of Participants who Exited	(C) Number of Participants who Exited Achieving Outcome or Median Earnings Value	(D) Percent Achieving Outcome	Periods of Participation: (E) Total Periods of Participation	(F) Number of Periods of Participation Achieving Outcome or Median Earnings Value	(G) Percent of Periods of Participation Achieving Outcome
Employment Second Quarter after exit*	130	55	42.3	132	55	41.7
Employment Fourth Quarter after exit*	154	57	37	162	61	37.7
Median Earnings Second Quarter after exit**	55	2522.55		55	2522.55	
Attained a Secondary School Diploma/Recognized Equivalent and Enrolled in Postsecondary Education or Training within one year of exit***	53	9	17	55	10	18.2
Attained a Secondary School Diploma/Recognized Equivalent and Employed within one year of exit ***	53	11	20.8	55	11	20
Attained a Postsecondary Credential while enrolled or within one year of exit ****	0	0	0	0	0	0

Instructions for Completing Table 5

Note: All shaded columns will be calculated automatically by OCTAE's data system.

For the purposes of reporting on Employment 2nd Quarter, Employment 4th Quarter, Median Earnings, and the Credential indicators on Tables 5, 5A, 8, and 10, each program entry and exit per participant during the reporting period is considered a period of participation.

Do not exclude participants because of missing Social Security numbers or other missing data.

* Report in Column B (second and fourth quarter employment) the total number of participants who exited during the program year and who exited during the program year, excluding incarcerated individuals under section 225 of WIOA who exited the AEFLA program but are still incarcerated.

** Report in Column B (Median Earnings) the total number of participants who exited during the program year and who were employed in the second quarter after program exit, excluding incarcerated individuals under section 225 who exited the AEFLA program but are still incarcerated.

*** Report in Column B (secondary school credential attainment) the total number of participants who exited during the program year who were at the ninth grade equivalent educational functioning level or higher upon entry, as measured by pretest with approved NRS test, excluding incarcerated individuals under section 225 who exited the AEFLA program but are still incarcerated.

NRS Table 5 A: Core Follow-up Outcome Achievement for Participants in Distance Education

Select Reporting System: NRS FY 18-19 ▼   Agency: NMSU-Grants

Core Follow-up Outcome Measures	Number of Participants who Exited	Number of Participants who Exited Achieving Outcome or Median Earnings Value	Percent Achieving Outcome	Periods of Participation		
				Total Periods of Participation	Number of Periods of Participation Achieving Outcome or Median Earnings Value	Percent of Periods of Participation Achieving Outcome
(A)	(B)	(C)	(D)	(E)	(F)	(G)
Employment Second Quarter after exit*	0	0	0	0	0	0
Employment Fourth Quarter after exit*	0	0	0	0	0	0
Median Earnings Second Quarter after exit**	0	0	0	0	0	0
Attained a Secondary School Diploma/Recognized Equivalent and Enrolled in Postsecondary Education or Training within one year of exit ***	0	0	0	0	0	0
Attained a Secondary School Diploma/Recognized Equivalent and Employed within one year of exit ***	0	0	0	0	0	0
Attained a Postsecondary Credential while enrolled or within one year of exit ****	0	0	0	0	0	0

NRS Table 6: Participant Status and Program Enrollment

Select Reporting System: **NRS FY 18-19** ▼   Agency: NMSU-Grants

Participant Status on Entry into the Program (A)	Number (B)
Employed	34
Employed, but Received Notice of Termination of Employment or Military Separation is pending	0
Unemployed	118
Not in the Labor Force	20
TOTAL	172

Highest Degree Level of School Completed*	US Based Schooling	Non-US Based Schooling
No Schooling	1	0
Grades 1-5	2	0
Grades 6-8	20	1
Grades 9-12 (no diploma)	142	1
Secondary School Diploma or alternate credential	0	0
Secondary School Equivalent	1	0
Some Postsecondary education, no degree	0	0
Postsecondary or professional degree	0	0
Unknown	1	0
TOTAL (both US Based and Non-US Based)		169

Program Type**

In Family Literacy Program	0
In Workplace Adult Education and Literacy Activities***	0

Institutional Programs (section 225)

In Correctional Facility	1
In Community Correctional Program	0
In Other Institutional Setting	0
TOTAL Institutional	1

Table 10: Outcome Achievement for Participants in Correctional Education Programs

Select Reporting System: NRS FY 18-19 ►   Agency: NMSU-Grants

(A) Primary Indicators of Performance	First Period of Participation			All Periods of Participation		
	Number of Participants Included in the Indicator	Number of Participants Achieving Outcome or Median Earnings Value	Percentage of Participants Achieving Outcome	Total Periods of Participation	Total Number of Periods of Participation in which Participants Achieved Outcome or Median Earnings Value for All Periods of Participation	Percentage of Participants in All Periods of Participation Achieving Outcome
	(B)	(C)	(D)	(E)	(F)	(G)
Measurable Skill Gain	1	1	0	1	1	0
Employment Second Quarter after exit	0	0	0	0	0	0
Employment Fourth Quarter after exit	0	0	0	0	0	0
Median Earnings Second Quarter after exit	0	0	0	0	0	0
Attained a Secondary School Diploma/Recognized Equivalent and Enrolled in Postsecondary Education or Training within one year of exit	0	0	0	0	0	0
Attained a Secondary School Diploma/Recognized Equivalent and Employed within one year of exit	0	0	0	0	0	0
Attained a Postsecondary Credential while enrolled or within one year of exit	0	0	0	0	0	0

Northern Area Local WORKFORCE DEVELOPMENT BOARD

New Mexico Workforce Connection

A Proud Partner of the American Job Center Network

Memorandum of Understanding (MOU)
Between
Northern Area Local Workforce Development Board (NALWDB)
And
American Job Center Partners

COMMON WORKFORCE INNOVATION AND OPPORTUNITY ACT ACRONYMS

A

ABE	Adult Basic Education
AEL	Adult Education & Literacy
ASE	Adult Secondary Education

B

BLS	Bureau of Labor Statistics
BSU	Business Service Unit
BSR	Business Service Representative

C

CBO	Community-Based Organization
CCS	Child Care Services
CEO	Chief Elected Official Chief Executive Officer
CLF	Civilian Labor Force
CRT	Classroom Training
CTE	Career and Technical Education
CY	Calendar Year

D

DADS	Department of Aging and Disability Services
DFPS	Department of Family and Protective Services
DOE	Department of Education
DOL	Department of Labor (U.S. and Federal)
DOT	Department of Transportation
DVOP	Disabled Veterans Outreach Program
DW	Dislocated Worker

E

E&T	Education and Training
EA	Emergency Assistance
EAP	Employee Assistance Program
EGC	Executive and Governance Committee
EDC	Economic Development Corporation
EEO	Equal Employment Opportunity
EEOC	Equal Employment Opportunity Commission
ESL	English as a Second Language
ESOL	English for Speakers of Other Languages
ESP	Employment Services Program
ETA	Employment & Training Administration
ETPS	Eligible Training Provider System

F

FA	Fiscal Agent
FBO	Faith-Based Organization
FLSSA	Fair Labor Standards Act
FR	Federal Register
FY	Fiscal Year

G

GAAP	
GED	General Equivalency Diploma

H

HB-5	House Bill 5
HDJT	High Demand Job Training
HHS	U.S. Department of Health & Human Services
HS	High School

I

IEP	Individual Employment Plan

ITA   Individual Training Account

J

JET   Jobs and Education for Texas

K

K-12   Kindergarten through 12th grade
KPI   Key Performance Indicator
KSI   Key Strategic Imperative

L

LEP   Limited English Proficiency
LMI   Labor Market Information
LNG   Liquid Nitrogen Gas
LRGVDC Lower Rio Grande Valley Development Council
LWDB   Local Workforce Development Board

M

MET   Migrant Education and Training
MOU   Memorandum of Understanding
MPR   Monthly Performance Report
MSFW   Migrant Seasonal Farm Worker

N

NAICS   North American Industry Classification System
NAWB   National Association of Workforce Boards
NCP   Non-Custodial Parent
NEG   National Emergency Grant
NBRI   National Business Research Institute
NFA   Notice of Fund Availability

O

OJT	On-The-Job Training
OMB	Office of Management and Budget
O*NET	Occupational Information Network

P

PA	Public Assistance
PY	Program Year

R

RESTEC	Rio South Texas Economic Council
RFP	Request for Proposal
RFI	Request for Information
RFQ	Request for Qualifications
RGV LEAD	Rio Grande Valley Linking Economic and Academic Development
RR	Rapid Response
RTAP	Regional Transportation Advisory Panel

S

SDF	Skill Development Fund
SEAL	Summer Earn and Learn
SSF	Self Sufficiency Fund
SNAP E&T	Supplemental Nutrition Assistant Program Employment and Training
SOC	Standard Occupation Classification
STEM	Science, Technology, Engineering and Math

T

TA	Technical Assistance
TAA	Trade Adjustment Assistance
TANF	Temporary Assistance for Needy Families
TEA	Texas Education Agency
TEGL	Training & Employment Guidance Letter
TIP	Texas Industry Partnership
TRS	Texas Rising Star

TSR	Texas School Ready
TWC	Texas Workforce Commission
TWIST	The Workforce Information System of Texas

U

UC	Unemployment Compensation
UI	Unemployment Insurance
USDOL	United States Department of Labor

V

| VA | Veterans Administration |
| VRS | Vocational Rehabilitation Services |

W

WARN	Worker Adjustment and Retraining Notification Act
WCCT	Workforce Career Center Traffic
WD	Workforce Development
W/E	Work Experience
WFS	Workforce Solutions
WIOA	Workforce Innovation and Opportunity Act Title I Adult Program Title I Dislocated Workers Title I Youth (age 14-24, in-out of school)
WIA	Workforce Investment Area
WIT	Work In Texas
WOTC	Work Opportunity Tax Credit

Y

| YCE | Youth Career Expo |

Memorandum of Understanding (MOU)
Between
Northern Area Local Workforce Development Board (NALWDB)
And
American Job Center Partners

Legal Authority

The Workforce Innovation and Opportunity Act (WIOA) sec. 121(c)(1) requires the Local Board, with this agreement of the Chief Elected Officials (CEO's), to develop and enter into a Memorandum of Understanding (MOU) and the One-Stop Partners consistent with WIOA Sec. 121(c)(2) concerning the operation of the one-stop delivery system in a local area. This requirement is further described in the WIOA; Joint Rule for Unified and Combined State Plans, Performance Accountability, and the One-Stop System Joint Provisions: Final Rule at 20 CFR 678.500, 34 CFR 361.500 and 34 CFR 463.500 and in Federal guidance.

Additionally, the sharing and allocation of infrastructure costs among one-stop partners is governed by WIOA sec. 121(h), it is implementing regulations, and the Federal Cost Principles contained in the Uniform Administrative requirement, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) ant 2 CFR part 200,

Purpose

The primary purpose of this Memorandum of Understanding (MOU) is to create a partnership between the Northern Area Local Workforce Development Board (NALWDB) and the American Job Center Partners (Partners) within the counties of Santa Fe, Taos, Rio Arriba, Los Alamos, Colfax, San Miguel, Mora, McKinley, San Juan and Cibola.

The development and implementation of a comprehensive Workforce System requires teamwork between the Partners and the NALWDB. The Partners and the NALWDB agree to work together to establish shared goals, operating strategies, and procedures for effective integration of workforce services.

The NALWDB collaborates with a wide variety of individuals, businesses, and organizations. The NALWDB views its mission as guiding a regionally-recognized workforce development system that aligns with the economic and educational goals of the State of New Mexico resulting in a qualified workforce available to businesses across counties; our mission directly supports economic business growth. The vision is for a New Mexico where every person maximizes his or her career potential, and businesses have access to the human capital they need to be successful. The collaborative development of this local plan is intended to create a foundational blueprint for local chief elected officials, economic development organizations, state agencies, community organizations, labor unions, local businesses, and WIOA adult and youth service providers to utilize in coordinating services for businesses, job training, and placement activities to meet the

diverse, unique needs of both the mostly rural and also urban areas within the NALWDB service delivery area.

System Structure

NALWDB American Job Centers

Within the Northern Region there is Two WIOA comprehensive One-Stops (Santa Fe County and San Juan County) and six affiliate American Job Centers. These centers were established under the Workforce Investment Act of 1998 and continued by the Workforce Innovation and Opportunity Act. All centers offer WIOA Adult, Dislocated and Youth Services, and provide for both staff assisted and self-directed services and access to Unemployment Services via the telephone or through the resource center facilities. Resources available at each NALWDB AJC One-Stop includes, but are not limited to: computers with internet access and the New Mexico Job Service System, fax and copy machines, online job search and career exploration resources, online filing for Unemployment Insurance benefits, labor market information and literature pertaining to careers, job search and training. Staff assisted career services are available to customers who require some staff assistance to include job referral, job development, workshops, resume review, and other reemployment services support.

Office hours for Comprehensive sites within the Northern Area are Monday through Friday 8:00 AM to 5:00 PM.
Itinerate office hours in Colfax County Tuesday through Thursday 8:00 AM to 5:00 PM
Itinerate office hours in Cibola County Monday, Wednesday, Friday 8:00 AM-5:00 PM

One-Stop Operator

The NALWDB has hired Barney Trujillo as the one-stop operator. The NALWDB was designated as the one-stop operator by NMDWS, after an attempt to procure an operator through a competitive process in accordance with the Uniform Guidance, and Local procurement laws and regulations, however there were no responses to the RFP. The State requires that the one-stop operator is re-competed at least every three years and no later than every four years. Functional details are outlined in the Roles and Responsibilities of Partners section, under One-Stop Operator.

Partners

Partner Program	Partner Organization	Authorization / Category	Signatory Official	Contact Information
Co-Located Partners at One-Stop America's Job Centers				
Wagner-Peyser Employment Services	NM Dept. of Workforce Solutions	Wagner-Peyser Employment Services (ES) program, authorized under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), as amended by title III of WIOA, also providing the state's public labor exchange	Secretary Celina Bussey	PO Box 1928 Albuquerque, NM 87103-1928 505-841-8912 celina.bussey@state.nm.us
Jobs for Veterans State Grants	NM Dept. of Workforce Solutions	Jobs for Veterans State Grants (JVSG), authorized under chapter 41 of title 38, U.S.C.	Secretary Celina Bussey	PO Box 1928 Albuquerque, NM 87103-1928 505-841-8912 celina.bussey@state.nm.us
Trade Adjustment Assistance	NM Dept. of Workforce Solutions	Trade Adjustment Assistance (TAA), authorized under chapter 2 of title II of the Trade Act of 1974 (19 U.S.C. 2271 et seq.)	Secretary Celina Bussey	PO Box 1928 Albuquerque, NM 87103-1928 505-841-8912 celina.bussey@state.nm.us
WIOA Adult, Dislocated Worker, and Youth Programs	SER Jobs for Progress	WIOA title I Adult, Dislocated Worker, and Youth Programs – WIOA Act of 2014	Alex Martinez	1596 Pacheco St Ste 109 Santa Fe NM 87505

Partners Not Co-located at One-Stop - America's Job Centers				
NM Department of Vocational Rehabilitation Services	NM Department of Vocational Rehabilitation Services	State Vocational Rehabilitation (VR) program, authorized under title I of the Rehabilitation Act of 1973 (29 U.S.C.720 et seq.), as amended by title IV of WIOA	NM Department of Vocational Rehabilitation Services	NM Department of Vocational Rehabilitation Services 2541 Camino Ortiz B Santa Fe NM 87505 505-827-3526
Unemployment Insurance Reemployment Services and Eligibility Assessment	NM Dept. of Workforce Solutions	Budget Control Act, 2016, WIOA Act of 2014,	Unemployment Insurance Reemployment Services and Eligibility Assessment	NM Dept. of Workforce Solutions
Temporary Assistance for Needy Families (TANF)	NM Human Services Dept,	Temporary Assistance for Needy Families (TANF)	NM Human Services Dept,	Temporary Assistance for Needy Families (TANF)
Title V- Senior Community Service Employment	NM Aging and Long Term Services	Senior Community Service Employment Program		2550 Cerrillos Rd Santa Fe NM 87505
Senior Community Service Employment Program SCSEP	NM Goodwill	Senior Community Service Employment Program (SCSEP), authorized under title V of the Older Americans Act of 1965 (42 U.S.C. 3056 seq.)	Jeff Medina, Director	
National Farmworker Jobs Program Employment and Training Grants	Help – New Mexico	National Farmworker Job Program (NFJP) WIOA Sec. 167	Michael Gutierrez, Chief Executive Officer	5101 Copper Ave NE Albuquerque, NM 87124 505-766-4918 Mike.Gutierrez@helpnm.com
Adult Basic Education		WIOA title II Adult Education and Family Literacy Act (AEFLA) Program		
	Dine College Consortium		Nick Evangelista	nick@sagell.org
	Luna Community College		Rock Ulibarri	rulibarri@luna.edu
	NMSU Grants		Tom McGaghie	tjmcgagh@ad.nmsu.edu

	Northern New Mexico College		Liz Abeyta	liz.abeyta@nnmc.edu
	San Juan College		Jenny Lambert Beaty	lambertbeatyj@sanjuancollege.edu
	Santa Fe Community College		Letty Naranjo	letty.naranjo@sfcc.edu
	UNM - Los Alamos		Gabe Baca	gbaca@unm.edu
	UNM –Gallup		Laura Jijon	lbjijon@unm.edu
	UNM Taos		Judy Hofer	Judy@unm.edu

Terms and Conditions

Partner Services

Partners will make the services below available, as applicable to the program, consistent with and coordinated via the NALWDB's American Job Centers. Additional services may be provided on a case by case basis and with the approval of the NALWDB.

Business Services		
Serve as a single point of contact for businesses, responding to all requests in a timely manner	Provide information and services related to Unemployment Insurance taxes and claims	Assist with disability and communication accommodations, including job coaches
Conduct outreach regarding Local workforce systems 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 issues	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

Basic Career Services	Individualized Career Services	Training
Outreach, intake and orientation to the information, services, programs, tools and resources available through the Local workforce system	Comprehensive and specialized assessments of skill 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 career 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
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

Roles Responsibilities of the Partners

All Parties to this agreement shall 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);

- Confidentiality requirements governing the protection and use of personal information held by the VR agency (34 CFR 361.38);

- 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** in the development of necessary service delivery protocols for the services outlined in the **Partner Services** section above;

- Agree that the provisions contained herein are made subject to all applicable federal and state laws, implementing regulations, and guidelines imposed on either or all Parties relating to privacy rights of

customers, maintenance of records, and other confidential information relating to customers; and

- Agree that all equipment and furniture purchased by any party for purposes described herein shall remain the property of the purchaser after the termination of this agreement.

Chief Elected Official
CEO'S for the NALWDB will:

- In Partnership with the NALWDB and other applicable Partners within the planning region, develop and submit a single regional plan that includes a description of the activities that shall be undertaken by the NALWDB and their Partners, and that incorporates plans for each of the Local areas in the planning region,
- Approve the NALWDB's budget and workforce center cost allocation plan,
- Approve the selection of the one-stop operator following the competitive procurement process, and
- Coordinate with the NALWDB to oversee the operations of the Northern Region's Area's American Job Center network.

NALWDB

The Northern Area Local Workforce Development Board ensures the workforce-related needs of employers, workers, and job seekers in the Northern Area are met, to the maximum extent possible with available resources. The NALWDB will:

- In Partnership with the CEO's and other applicable Partners within the Northern Area, develop and submit a single regional plan that includes a description of the activities that shall be undertaken by NALWDB and their Partners;
- In collaboration and Partnership with the CEO's and other applicable Partners within the planning region, develop the strategic regional vision, goals, objectives, and workforce-related policies;
- In cooperation with the Local CEO's design and approve the NALWDB - American Job Center network structure. This includes, but is not limited to
  - Adequate, sufficient, and accessible one-stop center locations and facilities

- Sufficient numbers and types of providers of career and training services (including eligible providers with expertise in assisting individuals with disabilities and eligible providers with expertise in assisting adults in need of adult education and literacy activities)
- A holistic system of supporting services
- A competitively procured one-stop operator

- In collaboration with the CEO's, designee through a competitive process, oversee, monitor, implement corrective action, and, if applicable, terminate the one-stop operator(s)

- Determine the role and day-to-day duties of the one-stop operator

- Approve annual budget allocations for operation of the American Job Center network

- Help the one-stop operator recruit operational Partners and negotiate MOUs with new Partners

- Leverage additional funding for the NALWDB's American Job Center network to operate and expand one-stop customer activities and resources

- Review and evaluate performance of the NALWDB and one-stop operator

One-Stop Operator

- The Northern Area Local Workforce Development Board One-Stop Operations Manager will designate from Partner staff a Site Manager who will act as "functional leaders" for their designated office. As such, they will have the authority to organize and supervise Partner staff, to optimize and streamline service delivery efforts. Formal leadership, supervision, and performance responsibilities will remain with each staff member's employer of record. The one-stop operator, through the Center Managers, will, at a minimum:

- Manage daily operations, including but not limited to:
- Managing and coordinating Partner responsibilities, as defined in this MOU
- Managing hours of operation, including the once weekly extended hours of operation
- Coordinate daily work schedules and work flow based upon operational needs

- Coordinate staff vacations/unscheduled absences with the formal leader to ensure service coverage by center staff. Assist the NALWDB in establishing and maintaining the American Job Center network structure.
  This includes but is not limited to:
    - Ensuring that State requirements for center certification are met and maintained
    - Ensuring that career services such the ones outlined in WIOA sec. 134(c)(2) are available and accessible
    - Ensuring that NALWDB policies are implemented and adhered to
    - Adhering to the provisions outlined in the contract with the NALWDB and the NALWDB's Business Plan
    - Reinforcing strategic objectives of the NALWDB to Partners
    - Ensuring staff are properly trained by their formal leadership organizations and provided technical assistance as needed

- Integrate systems and coordinate services for the center and its Partners, placing priority on customer service
- Integrated Workforce Service Delivery, as defined by WIOA, means organizing and implementing services by function (rather than by program), when permitted by a program's authorizing statute and as appropriate, and by coordinating policies, staff communication, capacity building, and training efforts
- Functional alignment includes having one-stop center staff who perform similar tasks serve on relevant functional teams, e.g. Skills Development Team or Business Services Team
- Service integration focuses on serving all customers seamlessly (including targeted populations) by providing a full range of services staffed by cross-functional teams, consistent with the purpose, scope, and requirements of each program
- The services are seamless to the customer, meaning the services are free of cumbersome transitions or duplicative registrations from one program service to another and there is a smooth customer flow to access the array of services available in the workforce center
- Oversee and coordinate partner, program, and NALWDB's American Job Center network performance.
  This includes but is not limited to:
    - Providing and/or contributing to reports of center activities, as requested by the NALWDB
    - Providing input to the formal leader (partner program official) on the work performance of staff under their review
    - Notifying the formal leader immediately of any staff leave requests or unexcused absences, disciplinary needs, or changes in employee status
    - Identifying and facilitating the timely resolution of complaints, problems, and other issues
    - Collaborating with the NALWDB on efforts designed to ensure the meeting of program performance measures, including data sharing procedures to ensure effective data matching, timely data entry into the case management systems, and coordinated data batch downloads (while ensuring the

confidentiality requirements of FERPA, 34 CFR 361.38, and 20 CFR part 603)
- o Ensuring open communication with the formal leader(s) in order to facilitate efficient and effective center operations
- o Evaluating customer satisfaction data and propose service strategy changes to the NALWDB based on findings

- Manage fiscal responsibilities and records for the center. This includes assisting the NALWDB with cost allocations and the maintenance and reconciliation of one-stop center operation budgets.

The One-Stop 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 services providers, or Youth providers. The operator cannot negotiate local performance accountability measures or develop and submit budgets for activities. NALWDB is responsible for the negotiated performance measures, strategic planning, budgets, and one-stop operator oversight (including monitoring).

Partners

Each Partner commits to cross-training of staff, as appropriate, and to providing other professional learning opportunities that promote continuous quality improvement and to pursue acquiring Certified Workforce Development Professional (CWDP) certification for partner staff.

Partners will further promote system integration to the maximum extent feasible through:

- Effective communication, information sharing, and collaboration with the one-stop operator
- Joint planning, policy development, and system design processes
- Commitment to the joint mission, vision, goals, strategies, and performance measures
- The design assessment, referral, and case management processes
- The use of data sharing methods, as appropriate
- Leveraging of resources, including other public agency and non-profit organization services
- Participation in a continuous improvement process designed to enhance outcomes and increase customer satisfaction
- Participation in regularly scheduled Partner and coordination meetings to exchange information in support of the above and promote program and staff integration

Data Sharing

Partners agree that the use of high-quality, integrated data is essential to inform decisions made by policymakers, employers, and job seekers.

Partners further agree that the collection, use, and disclosure of customers' personally identifiable information (PII) is subject to various requirements set forth in Federal and State privacy laws. Partners acknowledge that the execution of this MOU, by itself, does not function to satisfy these requirements.

All data, including customer PII, collected, used, and disclosed by Partners will be subject to the following:

- Customer PII will be properly secured in accordance with the Local WDB's policies and procedures regarding the safeguarding of PII
- The collection, use, and disclosure of customer education records, and the PII contained therein, as defined under FERPA, shall comply with FERPA and applicable State privacy laws
- All confidential data contained in UI wage records must be protected in accordance with the requirements set forth in 20 CFR part 603
- All personal information contained in Vocational Rehabilitation records must be protected in accordance with the requirements set forth in 34 CFR 361.38
- Customer data may be shared with other programs, for those programs' purposes, within the NALWDB's American Job Center network only after the informed written consent of the individual has been obtained. Customer data will be kept confidential, consistent with Federal and State privacy laws and regulations
- All data exchange activity will be conducted in machine readable format, such as HTML or PDF, for example, and in compliance with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794 (d))
- Release of information/referral forms for WIOA Adult programs (attached)

All one-stop center and Partner staff will be trained in the protection, use, and disclosure requirements governing 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.

Confidentiality

All Parties expressly agree to abide by all applicable Federal, State, and local laws and regulations regarding confidential information, including PII from educational records, such as but not limited to 20 CFR Part 603, 45 CFR Section 205.50, 20 USC 1232g and 34 CFR part 99, and 34 CFR 361.38, as well as any applicable State and local laws and regulations. In addition, in carrying out their respective responsibilities, each Party shall respect and abide by the confidentiality policies and legal requirements of the other Parties.

Each Party will ensure that the collection and use of any information, systems, or records that contain PII and other personal or confidential information will be limited to purposes that support the programs and activities described in this MOU and will comply with applicable law.

Each Party will ensure that access to software systems and files under its control that contain PII or other personal or confidential information will be limited to authorized staff members who are assigned responsibilities in support of the services and activities described herein and will comply with applicable law. Each Party expressly agrees to take measures to ensure that no PII or other personal or confidential information is accessible by unauthorized individuals.

To the extent that confidential, private, or otherwise protected information needs to be shared amongst the Parties for the Parties' performance of their obligations under this MOU, and to the extent that such sharing is permitted by applicable law, the appropriate data sharing agreements will be created and required confidentiality and ethical certifications will be signed by authorized individuals. With respect to confidential unemployment insurance information, any such data sharing must comply with all of the requirements in 20 CFR Part 603, including but not limited to requirements for an agreement consistent with 20 CFR 603.10, payments of costs, and permissible disclosures.

With respect to the use and disclosure of FERPA-protected customer education records and the PII contained therein, any such data sharing agreement must comply with all of the requirements set forth in 20 U.S.C. § 1232g and 34 CFR Part 99.

With respect to the use and disclosure of personal information contained in VR records, any such data sharing agreement must comply with all of the requirements set forth in 34 CFR 361.38.

Referrals

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

- Familiarize themselves with the basic eligibility and participation requirements, as well as with the available services and benefits offered, for each of the Partners' programs represented in the NALWDB American Job Center network
- Develop materials summarizing their program requirements and making them available for Partners and customers
- Develop and utilize eligibility determination, assessment, and registration forms / processes

- Provide substantive referrals – in accordance with the NALWDB Referral Policy – 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 on the results of referrals and assuring that Partner resources are being leveraged at an optimal level

Accessibility

Accessibility to the services provided by the NALWDB American Job Centers and all Partner agencies is essential to meeting the requirements and goals of the NALWDB American Job Center network. Job seekers and businesses must be able to access all information relevant to them via visits to physical locations as well as in virtual spaces, regardless of gender, age, race, religion, national origin, disability, veteran's status, or on the basis of any other classification protected under state or federal law.

Physical Accessibility

One-stop centers will maintain a culture of inclusiveness and the physical characteristics of the facility, both indoor and outdoor, will meet the latest standards of accessible design. Services are available in a convenient and accessible location, and include adequate parking (including parking clearly marked for individuals with disabilities). Indoor space is designed in an "equal and meaningful" manner providing access for individuals with disabilities.

Virtual Accessibility

The NALWDB will work with all appropriate parties to ensure that job seekers and businesses have access to the same information online as they do in a physical facility. Information must be clearly marked and compliant with Section 508 of the U.S. Department of Health and Human Services code. Partners will comply with the Plain Writing Act of 2010; the law that requires that federal agencies use "clear Government communication that the public can understand and use" and all information kept virtually will be updated regularly to ensure dissemination of correct information.

Partners should either have their own web presence via a website and/or the use of social media, or collaborate with the NALWDB to post content through its website.

Communication Accessibility

Communications access, for purposes of this MOU, means that individuals with sensory disabilities can communicate (and be communicated with) on an equal footing with those who do not have such disabilities. All Partners agree that they will provide accommodations for individuals who have communication challenges, including but not limited to individuals who are deaf and hard of hearing, individuals with vision impairments, and individuals with speech-language impairments.

Programmatic Accessibility

All Partners agree that they will not discriminate in their employment practices or services on the basis of gender, gender identity and/or expression, age, race, religion, national origin, disability, veteran's status, or on the basis of any other classification protected under state or federal law. Partners must assure that they have policies and procedures in place to address these issues, and that such policy and procedures have been disseminated to their employees and otherwise posted as required by law. Partners further assure that they are currently in compliance with all applicable state and federal laws and regulations regarding these issues. All Partners will cooperate with compliance monitoring that is conducted at the Local level to ensure that all NALWDB's American Job Center programs, services, technology, and materials are physically and programmatically accessible and available to all. Additionally, staff members will be trained to provide services to all, regardless of range of abilities, mobility, age, language, learning style, or comprehension or education level. An interpreter will be provided in real time or, if not available, within a reasonable timeframe to any customer with a language barrier. Assistive devices, such as screen-reading software programs and assistive listening devices must be available to ensure physical and programmatic accessibility within NALWDB's American Job Centers. The NALWDB utilizes the Governor's Commission on Disability for recommendations and assistance to define the best methods and products regarding assistive technology and compliance.

Outreach

The NALWDB and its Partners will develop and implement a strategic outreach plan that will include, at a minimum:

- Specific steps to be taken by each partner
- An outreach plan to the region's human resources professionals
- An outreach and recruitment plan to the region's job seekers, including targeted efforts for populations most at-risk or most in need
- An outreach and recruitment plan for out-of-school youth
- Sector strategies and career pathway
- Connections to registered apprenticeship
- A plan for messaging to internal audiences
- An outreach tool kit for Partners
- Regular use of social media

- Clear objectives and expected outcomes
- Leveraging of any statewide outreach materials relevant to the region

Dispute Resolution

The following section details the dispute resolution process designed for use by the Partners when unable to successfully reach an agreement necessary to execute the MOU. A disagreement is considered to have reached the level of dispute resolution when an issue arises out of the development and negotiation of an MOU that is not easily coming to a point of resolution. It is the responsibility of the NALWDB Board Chair (or designee) to coordinate the MOU dispute resolution to ensure that issues are being resolved appropriately. Any party to the MOU may seek resolution under this process.

- All Parties are advised to actively participate in Local negotiations in a good faith effort to reach agreement. Any disputes shall first be attempted to be resolved informally
- Should informal resolution efforts fail, the dispute resolution process must be formally initiated by the petitioner seeking resolution. The petitioner must send a notification to the NALWDB Board Chair (or designee) and all Parties to the MOU regarding the conflict within 10 business days.
- The NALWDB Board Chair (or designee) shall place the dispute on the agenda of a special meeting of the Local WDB's Executive Committee which is comprised of the Chair of each NALWDB committee – (1) Executive Committee, (2) Workforce Connection Performance Committee, (3) Youth Committee, (4) Finance Committee, and (5) Rules Committee, for a total of five (5) indivivudals. The Executive Committee shall attempt to mediate and resolve the dispute. Disputes shall be resolved by a two-thirds majority consent of the Executive Committee members present The decision of the Executive Committee shall be final and binding unless such a decision is in contradiction of applicable State and Federal laws or regulations governing the Partner agencies
- The right of appeal no longer exists when a decision is final. Additionally, final decisions will not be precedent-setting or binding on future conflict resolutions unless they are officially stated in this procedureThe Executive Committee must provide a written response and dated summary of the proposed resolution to all Parties to the MOU
- The NALWDB Board Chair (or designee) will contact the petitioner and the appropriate Parties to verify that all are in agreement with the proposed resolution.
- By law, third party disputes will be handled by the Governor's office.

Monitoring

The NALWDB, or its designated staff, officials from the State and Local administrative entities, the U.S. Departments of Labor, Education, and Health and Human Services have the authority to conduct fiscal and programmatic monitoring to ensure that:

- Federal awards are used for authorized purposes in compliance with law regulations, and State policies
- Those laws, regulations, and policies are enforced properly
- Performance data are recorded, tracked, and reviewed for quality to ensure accuracy and completeness
- Outcomes are assessed and analyzed periodically to ensure that performance goals are met
- Appropriate procedures and internal controls are maintained, and record retention policies are followed
- All MOU terms and conditions are fulfilled

All Parties to this MOU should expect regular fiscal and programmatic monitoring to be conducted by each of the above entities, as appropriate.

Non-Discrimination and Equal Opportunity

All Parties to this MOU certify that they prohibit, and will continue to prohibit, discrimination, and they certify that no person, otherwise qualified, is denied employment, services, or other benefits on the basis of: (i) political or religious opinion or affiliation, marital status, sexual orientation, gender, gender identification and/or expression, race, color, creed, or national origin; (ii) sex or age, except when age or sex constitutes a bona fide occupational qualification; or (iii) the physical or mental disability of a qualified individual with a disability.

The Parties specifically agree that they will comply with Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule December 2, 2016), the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), the Non-traditional Employment for Women Act of 1991, titles VI and VII of the Civil Rights of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1967, as amended, title IX of the Education Amendments of 1972, as amended, and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR Part 37 and 38.

Indemnification

All Parties to this MOU recognize the Partnership consists of various levels of government, not-for-profit, and for-profit entities. Each party to this agreement shall be responsible for injury to persons or damage to property resulting from negligence on the part of itself, its

employees, its agents, or its officers. No Partner assumes any responsibility for any other party, State or non-State, for the consequences of any act or omission of any third party. The Parties acknowledge the NALWDB and the one-stop operator have no responsibility and/or liability for any actions of the one-stop center employees, agents, and/or assignees. Likewise, the Parties have no responsibility and/or liability for any actions of the NALWDB or the one-stop operator.

EXCEPTION CLAUSE: Indemnification does not apply to Adult Education partners who are prohibited from contractually creating a general obligation against such university(ies).

Severability

If any part of this MOU is found to be null and void or is otherwise stricken, the rest of this MOU shall remain in force.

Drug and Alcohol-Free Workplace

All Parties to this MOU certify they will comply with the Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR part 182 which require that all organizations receiving grants from any Federal agency maintain a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment under 2 CFR part 180, as adopted by the U.S. Department of Education at 2 CFR 3485, and the U.S. Department of Labor regulations at 29 CFR part 94.

Certification Regarding Lobbying

All Parties shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. Section1352), 29 C.F.R. Part 93, and 34 CFR part 82, as well as the requirements in the Uniform Guidance at 2 CFR 200.450. The Parties shall not lobby federal entities using federal funds and will disclose lobbying activities as required by law and regulations.

Debarment and Suspension

All Parties shall comply with the debarment and suspension requirements (E.0.12549 and12689) and 2 CFR part 180 and as adopted by the U.S. Department of Labor at 29 CFR part 2998 and by the U.S. Department of Education at 2 CFR 3485.

Priority of Service

All Parties certify that they will adhere to all statutes, regulations, policies, and plans regarding priority of service, including, but not limited to, priority of service for veterans

and their eligible spouses, and priority of service for the WIOA title I Adult program, as required by 38 U.S.C. sec. 4215 and its implementing regulations and guidance, and WIOA sec. 134(c)(3)(E) and its implementing regulations and guidance. Partners will target recruitment of special populations that receive a focus for services under WIOA, such as individuals with disabilities, low-income individuals, basic skills deficient youth, and English language learners.

Buy American Provision

Each Party that receives funds made available under title I or II of WIOA or under the Wagner-Peyser Act (29 U.S.C. Section 49, et. seq.) certifies that it will comply with Sections 8301 through 8303 of title 41 of the United States Code (commonly known as the "Buy American Act.") and as referenced in WIOA Section 502 and 20 CFR 683.200(f).

Salary Compensation and Bonus Limitations

Each Party certifies that, when operating grants funded by the U.S. Department of Labor, it complies with TEGL 05-06, Implementing the Salary and Bonus Limitations in Public Law 109-234, TEGL 17-15, Workforce Innovation and Opportunity Act (WIOA) Adult, Dislocated Worker and Youth Activities Program Allotments for Program Year (PY) 2016; Final PY 2016 Allotments for the Wagner-Peyser Act Employment Service (ES) Program Allotments; and Workforce Information Grants to States Allotments for PY 2016, Public Laws 114-113 (Division H, title I, Section 105) and 114-223, and WIOA section 194(15)(A), restricting the use of federal grant funds for compensation and bonuses of an individual, whether charged to either direct or indirect, at a rate in excess of the Federal Office of Personnel Management Executive Level II.

Non-Assignment

Except as otherwise indicated herein, no Party may, during the term of this MOU or any renewals or extensions of this MOU, assign or subcontract all or any part of the MOU without prior written consent of all other Parties.

Governing Law

This MOU will be construed, interpreted, and enforced according to the laws of the State of Any State. 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.

Steps to Reach Consensus

1. Notification of Partners

The NALWDB Board Chair (or designee) must notify all Parties in writing that it is necessary to renew and execute the MOU and provide all applicable policies and preceding MOU documents, as applicable.

2. Negotiations

Over the course of the four (4) weeks following the formal kickoff meeting, Partners must submit all relevant documents to the NALWDB Board Chair (or designee) to begin the drafting of the MOU. During this time period, additional formal or informal meetings (informational and negotiation sessions) may take place, so long as they are conducted in an open and transparent manner, with pertinent information provided to all Parties.

3. Draft MOU

Within six (6) weeks of the kickoff meeting, the NALWDB Board Chair (or designee) must email a complete draft of the MOU to all Parties.

4. Review and Comment

Within three (3) weeks of receipt of the draft MOU, all Parties must review and return feedback to the NALWDB Board Chair (or designee). It is advised that each Party also use this time to allow their respective Legal Departments to review the MOU for legal sufficiency. It is the responsibility of the NALWDB Board Chair (or designee) to ensure all American Job Center Partners to the MOU are aware of the comments and revisions that are needed.

5. Finalized Draft

The NALWDB Board Chair (or designee) must circulate the finalized MOU and secure Partner signatures within four (4) weeks of receipt of feedback. The WIOA MOU will be considered fully executed once all signatories have reviewed and signed, and a signed copy has been returned to all Parties.

If determined that a Partner is unwilling to sign the MOU, then the NALWDB Board Chair (or designee) must ensure that the dispute resolution process is followed.

MOU Modification Process

1. Notification

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. Discussion/Negotiation

Upon notification, the NALWDB 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 upon 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 NALWDB Board Chair (or designee) may 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 NALWDB, wherein the new party assumes all of the rights and obligations of the original party. Upon execution, the NALWDB Board Chair (or designee) presents the agreement as a proposed modification to the MOU, and the remaining steps are followed.

If determined that a Partner is unwilling to agree to the MOU modification, the NALWDB Board Chair (or designee) must ensure that the process in the Dispute Resolution section is followed.

3. Signatures

The NALWDB Board Chair (or designee) must immediately circulate the MOU modification and secure Partner signatures within four (4) weeks. 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 NALWDB Board Chair (or designee) acquires signatures of each party and provides a complete copy of the modification with each party's signature to all the other Parties.

Termination

This MOU will remain in effect until the end date specified in the *Effective Period* section below, 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
- A party breaches any provision of this MOU and such breach is not cured within thirty (30) days after receiving written notice from the NALWDB Board Chair (or designee) specifying such breach in reasonable detail. In such event, the non-breaching party(s) shall have the right to terminate this MOU by giving written notice thereof to the party in breach, upon which termination will go into effect immediately

In the event of termination, the Parties to the MOU must convene within thirty (30) days after the breach of the MOU to discuss the formation of the successor MOU. At that time, allocated costs must be addressed.

Any party may request to terminate its inclusion in this MOU by following the modification process identified in the *Modification Process* section above.

All Parties agree that this MOU shall be reviewed and renewed not less than once every 3-year period to ensure appropriate funding and delivery of services.

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.

One-Stop Operating Budget

The purpose of this section is to establish a financial plan, including terms and conditions, to fund the services and operating costs of the NALWDB's American Job Center network. The Parties to this MOU agree that joint funding is a necessary foundation for an integrated service delivery system. The goal of the operating budget is to develop a funding mechanism that:

- Establishes and maintains the Local workforce delivery system at a level that meets the needs of the job seekers and businesses in the Local area
- Reduces duplication and maximizes program impact through the sharing of services, resources, and technologies among Partners (thereby improving each program's effectiveness)
- Reduces overhead costs for any one partner by streamlining and sharing financial, procurement, and facility costs
- Ensures that costs are appropriately shared by NALWDB's American Job Center Partners by determining contributions based on the proportionate use of the one-

stop centers and relative benefits received, and requiring that all funds are spent solely for allowable purposes in a manner consistent with the applicable authorizing statutes and all other applicable legal requirements, including the Uniform Guidance.

The Partners consider this one-stop operating budget the master budget that is necessary to maintain the NALWDB's American Job Center network. It includes the following cost categories, as required by WIOA and its implementing regulations:

- Career services
- Shared services

All costs must be included in the MOU, allocated according to Partners' proportionate use and relative benefits received, and reconciled on a quarterly basis against actual costs incurred and adjusted accordingly. The one-stop operating budget is expected to be transparent and negotiated among Partners on an equitable basis to ensure costs are shared appropriately. All Partners must negotiate in good faith and seek to establish outcomes that are reasonable and fair.

FERPA

Permission to Release Student Information

I, _____, hereby give my permission for the _____Adult Learning Center to release any information contained in my student records (i.e. class attendance, progress, etc.), according to the terms of the Family Educational Rights and Privacy Act of 1974 (Buckley Amendment), to the following person(s) and/or organizations listed below. If I leave it blank it must be assumed that I do not want my information released to anyone.

_____

_____

_____

_____

I understand that this authorization takes effect the day that I sign and never expires until I notify the Adult Learning Center of any changes. I have the right to make changes at any time.

Signature _____

Date_____

IN WITNESS WHEREOF, the parties have executed this Memoranda of Understanding as of the date of execution below and shall supersede all prior memoranda of understanding among the parties.

Partner Agency Name _____

Authorized Signatory _____

Position Title _____

Date _____

Northern Area Local Workforce Development Board

NALWDB Board Chair <u>Floyd E. Archuleta</u>_____

Board Chair Signature _____

Date _____

IN WITNESS WHEREOF, the parties have executed this Memoranda of Understanding as of the date of execution below and shall supersede all prior memoranda of understanding among the parties.

New Mexico Department of Workforce Solutions

By:_____   _____
    Celina Bussey, Cabinet Secretary   Date

                                        Approved for Legal Sufficiency

                                        By: _____
                                            Attorney
                                            Office of General Counsel
                                            Department of Workforce Solutions