

## ***ADULT EDUCATION PROGRAM***

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### **FY 2018-2019 Annual Report**

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**Date Submitted:** September 03, 2019



Signature of the Chief Executive Officer or Designee

Rebecca K. Rowley, President

Typed Name and Title

09/03/2019

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



## Section I. Program Narrative Report

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

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

**Santa Fe Community College Adult Education's mission is to serve the diverse Santa Fe community and its workforce by providing free, high- quality basic skills instruction to adults so they can achieve their educational and career goals and strengthen their family and community involvement.** The adult education department has three major programs which serve students in Santa Fe County and surrounding areas. These programs are the Academic and Career Education (ACE) program, the English as a Second Language (ESL) program and the Literacy program which is also known as Literacy Volunteers of Santa Fe (LVSF). Our programs provide opportunities for students to improve their lives by learning basic literacy and numeracy skills, earning a High School Equivalency (HSE) credential, learning English as a Second Language, preparing ESL students for citizenship, preparing for college and careers, and obtaining and keeping a job.

Our FY 2018-2019 program goals were:

- to increase program-wide student level gains to 38%;
- to increase student retention (40+ hours) to 58%;
- to expand career pathway opportunities and workforce readiness services.

### Academic and Career Education (ACE)

The ACE program fell slightly short of a 38% level gain for all ACE students, however 68% of ACE students who post tested achieved a level gain, which far exceeds the identified goal of 38%. Retention is 64% which exceeded the goal of a 58% retention rate. The program continues to offer students leveled classes in math and in all the subject areas needed to prepare for HSE exams. The goal is to provide students with an academic foundation that takes students beyond the HSE certificate and into post-secondary education and ultimately into rewarding careers.

The program manager and coordinators work with instructors on creating lesson plans that support curriculum designed around CCR standards. The program is now using TABE 11/12 to assess placement of students and their readiness for HSE testing. Specific classes have been designed to help students near completion, accelerate their path to graduation.

All classes give students access to technology that they can use in and outside class. Many instructors are introducing SFCC's technology "shell," canvas to their students. This helps to prepare them for the transition to credit classes.

In the past year, NM Delt provided a number of professional development opportunities to all ACE staff including trainings on motivational interviewing and using the online program Ed Ready, for Math and English

instruction. In an effort to increase the number of students that achieve a level gain, most ACE instructors used Ed Ready in their classes which allows for students to take a self-paced approach to moving forward on their academic goals outside of class.

The ACE program focused on the goal of 'expanding career pathways and workforce readiness services' by incorporating a series of career readiness workshops made available to all ACE students. These workshops were provided by the Job Development Career Coach, and workforce employee located on the SFCC campus. Workshops included a career interest inventory, resume development, interview skills, and professionalism in the workplace.

Finally, students who were pursuing their HSE continued to take advantage of I-BEST workforce training certificate programs including Community Health Worker, Certified Nursing Assistant, Phlebotomy, and Early Childhood Development. ACE instructors teaching these classes started incorporating Ed Ready into the academic support lab so that students can continue to make forward progress on their college and career readiness skill development while also working toward the attainment of the industry recognized credential.

### **English as a Second Language (ESL)**

The English as a Second Language (ESL) Program, in FY 2018-19, enrolled 669 students and held 52 classes.

Of the 669 students enrolled, 574 were NRS fundable (achieved 12 hours of attendance), which equals 85.8%. Of that number, 376 students post-tested, thus, the ESL program's post-test rate was 65.5%, no change, which comes close to meeting the State goal of 75%, exceeding the overall AE program's post-test rate by 10%. In addition, 388 students reached the 40 hour mark, (NM HED fundable), which shows a 67.6% retention rate for the fiscal year, 9.6% above our program goal of 58%.

Level gains were at 38.8%, which exceeds the program-wide goal by 0.8%.

The ESL Program has activated a Santa Fe Community College Foundation account for fundraising in the community. We plan to combine intensive outreach and recruitment efforts with fundraising efforts among existing community partners and employers.

In FY 2018-19, the ESL Program hired an ESL Instructor to write a Customer Service based curriculum to help students increase their chances of receiving a promotion or salary increase. The curriculum was taught in the Summer Intensive program. Both employers in the community and students in the classes, at this time, were interviewed for input to increase the efficacy of the curriculum. A modified version of that curriculum is currently being used in an IET format by the same instructor this academic year in a class sponsored by Santa Fe Public Schools for their employees, the Cooks and Cashiers, who will be eligible for a salary increase or promotion upon completing the course. We hope to broaden the scope of this type of training in the future.

The ESL Program Manager and the ESL Program Coordinator are working with the 5 ESL Instructors at our two Santa Fe Public Schools locations, El Camino Real Academy and Cesar Chavez Elementary School, on a collaborative effort to provide Workplace English in their 6 ESL classes. Aware of the unique resources for building this project we have in this group of instructors, one of whom worked for many years with the Department of Labor, another who currently holds the position of ESL Workplace Coordinator in the SFCC Adult Education Department, which includes structuring lesson plans and projects for tutors working at



students' places of employment, we plan to encourage them to achieve specific goals and outcomes for their students. Santa Fe Public Schools supports this project.

The ESL Program collaborates with LVSF to assure that ESL students' needs are met. From very low level students who will not fare well in a class situation until their language skills expand, to very high level and serious academically inclined, or career pathway students seeking an educational boost to prepare for I-BEST offerings, ESL and LVSF have created commonly used systems to assist them in reaching their goals. Collaborating with Santa Fe Public Schools is important to ensure our goal of recruiting and serving members of the community who feel more comfortable at these sites, being unfamiliar with colleges, and who generally come into the program at lower levels of English language proficiency.

### **Literacy Volunteers of Santa Fe (LVSF)**

At the mid-year point, LVSF had a level gain rate of 68% because only 64 students had post-tested at that point, and 51 of those students made level gains. By the end of the fiscal year, only 60% of our students post-tested. This low post-test rate is partially because we have continuous enrollment and many of our students enrolled in the third and fourth quarters and had not accumulated enough hours to post-test. Of the 60% who did post-test, 32% made level gains which is impressive for literacy level students as each level gain represents two grade levels of academic skills.

LVSF has a 36% retention rate. This lowered retention rate reflects the fact that many of our students enrolled in the third and fourth quarter and had not achieved the forty hours of instruction required before post-testing. Additionally, due to the current political climate, LVSF coordinators had some first and second quarter students leave the program due to fear of deportations. Others obtained employment and were unable to continue in their education.

LVSF submitted eight grants in FY 2018-2019 and continues to reach out to local businesses for support. In addition to these efforts, LVSF has continued to seek new funding resources to support our current programming and expand services by partnering with the AE Academic and Career Education (ACE) Program by participating in a NMHED sponsored professional development opportunity to create and implement a seamless career pathways service delivery model for integrated education and training focused on serving students with low literacy levels and significant barriers such as those in the criminal justice system.

LVSF partnered with Somos Un Pueblo Unido to provide onsite citizenship tutoring to 30 students. Additionally, LVSF hosted two Naturalization Ceremonies at the Santa Fe Community College where dozens of community members were sworn in as US citizens. LVSF has strengthened partnerships with other agencies who support immigrants who are interested in citizenship. These partnerships allow mutual referrals to be made to expedite the process for our students. These agencies include The Dreamers Project, New Mexico Immigrant Legal Services and the United States Citizenship and Immigration Services (USCIS). We continue to partner with local churches and the faith community. These partners provide space, materials, recruitment of tutors and students, and in some cases, meals and childcare. In turn, LVSF provides tutor training, materials and student registration and testing. We continue to partner with United Way of Santa Fe County where we are able to refer students to study at a location in their neighborhood. LVSF also currently partners with the Santa Fe County Correctional Facility to provide tutoring to S.F. County and federal inmates. LVSF also partners with Opportunity Santa Fe's Birth to Career collaborative working groups to expand community outreach and awareness which increases the recruitment of students and volunteer tutors.

LVSF has a workplace program where tutors work with students at their workplace to develop skills that are necessary for retention or advancement in their jobs. Overall, LVSF tutors support students by building the basic skills needed to obtain, retain and increase opportunities on the job. Many tutors assist students in developing the soft and social capital skills needed for success in their academic and employment endeavors. LVSF provides materials which promote career pathways exploration and leads into the application and interviewing processes and honing skills that support success on the job.

**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?***

The ACE program is working with LVSF coordinating the instruction of low-level students. The goal is to work with students and their tutors to align instruction to ACE program curriculum so that students get the most from their classes and from their tutoring. ACE is also supporting IBEST in recruitment, advising, and with classroom technology. The connection between ACE and IBEST is critical, since many IBEST students are working on their HSE as well as a certificate.

ACE worked with the San Felipe Pueblo to support their HSE program. Twelve HSE students from the San Felipe Pueblo visited SFCC in the spring of 2019, which served to provide pueblo students with more access to the SFCC campus and all its resources. By providing this opportunity, we hope that students will find the transition into college credit classes easier.

ACE has also strengthened its partnership with the Department of Workforce Solutions (DWS) by implementing a career readiness program component delivered by the Job Development Career Coach (JDCC), and employee of DWS located on campus. The JDCC delivers a series of workshops to ACE and I-BEST students throughout the year that are designed to prepare students to enter and succeed in the workforce upon completion of their programs of study.

ACE staff and faculty work closely with staff and faculty from the Health and Sciences department, as well as with the School of Education to design and deliver I-BEST career training programs offered to students who are preparing for their GED. Staff and faculty meet on a regular basis to plan, coordinate, and integrate curriculum and lesson plans.

The ESL Program collaborates with LVSF to assure that ESL students' needs are met. From very low level students who will not fare well in a class situation until their language skills expand, to very high level and serious academically inclined, or career pathway students seeking an educational boost to prepare for I-BEST offerings, ESL and LVSF have created commonly used systems to assist them in reaching their goals. Collaborating with Santa Fe Public Schools is important to ensure our goal of recruiting and serving members of the community who feel more comfortable at these sites, being unfamiliar with colleges, and who generally come into the program at lower levels of English language proficiency.



LVSF partners with several agencies in order to reach more students and to access facilities in order to provide classes. LVSF continues to offer classes at local churches and cathedrals; public schools and charter schools; local libraries and community centers including the Higher Education Center. LVSF participates in the Opportunity Santa Fe's Birth to Career collaborative working groups such as The Reading Group where LVSF focuses on Parental Education and Support, which is one of four key strategies to develop a community-wide collective impact that addresses the 3<sup>rd</sup> grade reading proficiency priority. LVSF also works with the Mentoring and Tutoring Collaborative and focuses on awareness of, accessibility to and tutoring/mentoring service delivery. LVSF initiated a collaboration with the Santa Fe County Correctional Facility and the SFCC AE ACE program to provide tutoring to federal inmates wishing to prepare for the HSE exams. LVSF collaborated with SFPS Parents Academy to host citizenship classes and provide tutors to parent academy attendees. LVSF collaborates with the United Way of Santa Fe County to offer literacy classes to the community. LVSF has partnered with the U.S. Citizenship and Immigration Services (USCIS) in order to provide trainings and presentations to tutors and students on applying for and interviewing for the U.S. Citizenship Exam. LVSF offers workplace ESL classes at various businesses, restaurants, hotels and health care centers in Santa Fe and Pojoaque. These cooperative arrangements and collaborations allow LVSF to have a far greater outreach into the Santa Fe community to increase awareness of available tutoring services and to increase the number of student and tutor recruitments.

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

All ACE staff and faculty have participated in training offered by NMDELTA. Several have attended the NMAEA Conference as well. In the winter of 2019, all ACE staff and faculty conducted a site visit to the UNM-Valencia Adult Education program to learn about the various program structures and best practices that are used in their program. The ACE staff incorporated a number of the effective strategies that they are using at UNM-V, into ACE program services upon return.

The ESL Manager and the ESL Coordinator have attended NMDELTA online webinars and NMAEA conference sessions in 2017/18 which helped to increase awareness of the increasing number of online instructional delivery systems available to instructors and of updated best practices for instruction and assessment in ESL classes.

LVSF staff and tutors have benefitted from NMDELTA informational and instructional workshops hosted by the ACE Computer Lab Coordinator. This supports the program goals of providing professional development for volunteer tutors by providing options for instructional delivery.

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

The ACE program has an established orientation process designed to increase student success. Part of the process is TABE testing that helps advisors place students in appropriate classes. Testing at 40 hour intervals helps advisors create individualized learning programs for students. A certain NRS level is

required for official HSE practice testing. This incentivizes students to post-test and do their best on tests. While TABE 11/12 has been designed to align with CCRS, it is a much longer and much more difficult test. We are getting push back from students, and it may ultimately depress enrollment. If the GAIN is approved beyond February 2019, the program may suggest to the department that we move back to that assessment.

The ACE attendance policy is set in published student guidelines that are gone over in orientation. Students who miss three consecutive classes without communication can be dropped from classes. The student guidelines also cover appropriate behavior and learning expectations. In orientation ACE students get an SFCC student ID number. This identification follows them through their SFCC college career and helps integrate AE students into campus life. Advising is a key piece of student success. Coordinators and Program Specialists meet with students one-on-one at the start and end of every eight-week session to discuss schedules, progress, and individualized learning programs. The ACE program splits the 16-week semester into two eight-week sessions to be able to serve as many students as possible. Students don't have to wait an entire semester to start.

In the ESL Program, following an Intensive marketing and recruitment period both online and on foot in the Santa Fe community, Orientations for New Students are held before all three semesters, Fall, Spring and Summer. There are 6 to 8 separate 3 hour orientation sessions, in which students are informed about the program, as well as other offerings in the Adult Education Program, assessed for Reading Comprehension and Oral skills, then advised for class placement level and location, in order to serve each students' individual needs. A \$25.00 non-refundable processing fee is collected from each student.

The ESL Program's enrollment is typically high, and taking into account a standard 10% no show, we fill classes to capacity in an effort to serve students to the best of our ability. Instructors are trained to keep attendance on the LACES database. In addition, they receive paper rosters, which are turned in three times during the semester so that our Database Manager can double check the accuracy of the records. Attendance is kept in quarter hours.

For attendance and retention purposes, instructors are required to call students who have never attended and, during the semester, to those who have missed three or more sessions, to encourage attendance. If the instructor is unable to speak Spanish and is not comfortable making the calls, a list can be provided to a Spanish speaking member of the ESL Administration team or to the front desk student employees, to make the calls.

LVSF's ESL tutoring program has implemented the enrollment procedure that the ESL program uses. ESL students are evaluated using the same testing procedures, and this allows for ESL students to request services in both programs. Their levels are easily recognized by each program. There is also a standard waitlist procedure for all ESL students requesting a volunteer tutor. Once the student is evaluated and their enrollment paperwork is on file, the student shares their tutoring preferences with the LVSF ESL Coordinator. This includes information such as preferred meeting locations, times and days, whether they feel more comfortable meeting with a female or male tutor, and if they have transportation or not.

Literacy students are enrolled after the TABE assessment has been administered either online, or with the paper and pencil version for students with very low literacy skills. BL students are also offered a screening for learning difficulties as an optional part of the enrollment process. Student preferences for determining tutoring session subjects, locations, days and times are matched with tutor preferences and a match meeting between tutor and student is facilitated by the BL coordinator. Both student and tutor sign a tutoring contract that specifies that three unexcused absences may result in the student being put back on a waitlist and the tutor being reassigned to a new student. Regular attendance is crucial to the success of the LVSF program in that students and tutors meet three to four hours per week, and missing a session could certainly impact the learning process and progress.



Section II. Student Data 2018-2019

		Total Program															
	Santa Fe Community College Fiscal Year 2018 - 2019	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
		ACE SFCC (310)		ACE San Felipe	Spanish ACE	ESL ECRA	ESL NOCS	ESL SFCC	IB Bridge to Career Pathways	IB Certified Nurse Assistant	IB Community Health Worker	IB Early Childhood Education	IB Phlebotomy	LVSF Basic Literacy	LVSF Community Groups	LVSF Citizenship	LVSF Workplace
1	Total count of students w/ fewer than 12 hrs (Table 2A)	70	8	10	14	26	56	1	2	1	0	0	4	18	28	19	
2	Total count of students with 12 + hours	240	11	64	101	86	435	8	17	5	17	7	76	149	56	65	
3	Total contact hours for students with 12 + hours	15,250	533	4,611	5,261	4,421	31,869	357	1,162	645	1,312	219	6,108	10,589	3,379	2,965	
4	Average contact hours for students with 12 + hours	64	48	72	52	51	73	45	68	129	77	31	80	71	60	46	
5	Average contact hours for students with 12 + hours experiencing level gains (T4B,col D) (31,184/353)	102	91	130	62	70	101	45	111	191	182	111	123	106	100	59	
6	Count of all HSE graduates with 12 + hours	41	0	1	0	0	0	0	2	2	0	0	5	1	0	0	
7	Count of HSE en Español graduates with 12 + hours	1	0	4	0	0	2	0	0	0	0	0	1	1	0	0	
8	Post Test Rate ABE (Divide Column B ABE Total of Table 4b by Column B ABE Total of Table 4) (164/390)	47%	9%	43%	0%	0%	45%	63%	41%	40%	31%	14%	57%	45%	25%	50%	
9	Post Test Rate ESL (Divide Column B ESL Total of Table 4b by Column B ESL Total of Table 4) (449/719)	33%	x	82%	78%	33%	68%	x	x	x	0%	x	78%	68%	50%	62%	
10	Percent of ABE students w/ 12+ who separated before achieving MSG (Column G ABE Total, Table 4 / Column B ABE Total Table 4) (172/390)	35%	100%	47%	100%	x	67%	13%	47%	20%	56%	29%	36%	36%	100%	50%	
11	Percent of ESL students with 12+ who separated before achieving MSG (Column G ESL Total, Table 4 / Column B ESL Total, Table 4) (342/719)	33%	x	36%	51%	62%	44%	x	x	x	0%	x	44%	31%	38%	41%	
12	Please indicate retention rate to 40+ hours. (# of ABE students with 40+ instructional hours divided by Table 4, Column B ABE Total) (228/390)	64%	73%	62%	100%	x	73%	63%	71%	100%	38%	14%	64%	55%	0%	100%	
13	Please indicate your retention rate to 40+ hours. (# of ESL students with 40+ instructional hours divided by Table 4, Column B ESL Total) (432/719)	67%	x	64%	67%	62%	72%	x	x	x	100%	x	78%	59%	38%	57%	
14	Total # of students reporting TRANSPORTATION issues that impact the ability to participate in the AE Program.	27	0	5	10	1	35	0	1	0	0	0	5	8	1	0	
15	Total # of students reporting CHILD CARE issues that impact the ability to participate in the AE Program.	23	1	7	13	4	48	0	0	0	1	0	4	7	2	0	

Please provide a list of communities or organizations requesting services or additional service from your program.	Service Requested
San Felipe Pueblo	HSE Preparation
TANF	HSE Preparation
Tesuque Pueblo	HSE Preparation
Santa Fe County Correctional Facility	Literacy Support for HSE Prep
Catholic Charities	Citizenship Preparation

### 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?*

To improve performance, the ACE program requires nine hours of professional development for all instructors. ACE student performance is assessed regularly, and all students meet one on one with an advisor at least three times a semester to create and update individual learning plans.

In the past year, ACE has transitioned from two, 8 week sessions each semester to three, 5 week sessions each semester. This has been identified as a best practice used by HSE Preparation programs across the country. The goal of this change is to increase student enrollment by allowing for an increased number of entry points into the program. It also provides a structured time for testing every five weeks for all students who are ready to post-test.

In the past year, ACE has also moved from a 3 hour orientation to a 4 day orientation that includes a structured time for testing and advising, as well as community building activities, and student success and wellness activities. The ACE program has implemented a student learning plan for each student as well. This plan allows for students to discuss the results of their TABE assessment and work with their advisor to identify academic goals required for them to move forward toward completion of their HSE.

Finally, ACE staff and faculty meet on a monthly basis to review program data and develop strategies for improving key performance indicators.

LVSF provides ongoing professional development workshops for the volunteer tutors along with continued support from the program coordinators. The LVSF Citizenship program has thrived and benefitted with many citizenship tutors attending workshops given by the United States Citizenship and Immigration Services (USCIS). LVSF also hosted two U.S .Naturalization Ceremonies at Santa Fe Community College this spring in which several LVSF students received their citizenship along with several other members of the community.

In addition, the ESL program has implemented a master tutor support group which provides individualized support for new or struggling tutors from an experienced "master" ESL tutor. Plans are in place to upgrade the LVSF website in order to provide more resources for tutor support as well.



Basic Literacy students are each screened for barriers to learning. The students and their tutors are given reports about the student's screening results complete with strategies for the student to improve learning outcomes, and strategies for their tutors to use when tutoring to reinforce best practices. The students and tutors are then introduced to the intervention aspect where they receive a template for partnering in the creation of personal learning and/or employment plans.

The LVSF coordinator team meets with other literacy program coordinators from across the state to discuss and share successful best practices in service delivery. This has resulted in collaborations which include cross-referencing potential tutors for tutor trainings held at other sites in order to accommodate scheduling. This practice also allows tutors to begin working with students as soon as possible.

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

The ACE program experienced a decrease in student enrollment by over 100 students in the past year. Student enrollment at SFCC has also experienced a significant decrease in recent years and this follows a statewide and national trend as well which is said to be the result of a strong economy, suggesting that individuals are working rather than going to school. Regardless, ACE staff will need to keep a close eye on declining enrollment and increase recruitment and outreach efforts in the year to come.

The LVSF Coordinators have observed data regarding the outcomes from a few collaborative efforts, and concluded that there are both positive and negative results in that compromises need to be made which may require the sacrifice of certain aspects of the program in order to make the collaboration happen. For example, LVSFs collaboration with Somos Un Pueblo Unido allowed LVSF to serve more citizenship students in the community, but the total number of hours was not as high as anticipated due to a difference in expectations in hours of participation on the students' part. Also, the data from LVSF's collaboration with the Santa Fe County Correctional Facility revealed that the anticipated results were affected by the significant lapse in the delivery of services due to a lack of staffing at SFCCF while they went through the process of hiring new personnel.

In the LVSF Workplace Program student tutoring hours were low because many students left their employment for fear of deportation.

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

ACE staff conducted a site visit to San Felipe Pueblo and provided an orientation to pueblo students enrolling in the HSE program. This was also an effort to train staff on strategies and best practices used at the main SFCC site. Additionally, San Felipe visited the SFCC campus in the spring of 2019 which was an opportunity to utilize SFCC's resources.

ACE staff also visited UNM-Valencia's adult education program and staff have since implemented a number of best practices that were discovered on this site visit.

LVSF trains all tutors through the New Mexico Coalition for Literacy tutor trainings which are ProLiteracy approved. LVSF Coordinators work in tandem in providing new tutor orientations, trainings and follow-up meetings. BL and ESL coordinators offer cross training opportunities for both ESL and BL tutors.

LVSF coordinators plan workshops based on tutor requests for professional development and inform tutors of upcoming pertinent webinars, as well as provide opportunities for tutors from all sites to get together and share best practices.

LVSF encourages tutors from all sites to access SFCC Counseling Services and to consult the Santa Fe County Resource Book for reference to community agencies for wrap-around services when students have needs that extend beyond tutoring.

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

A primary focus for ACE will be training all new staff in the structure, processes, resources, and best practices of the HSE preparation system. All staff will also be trained as I-BEST instructors. There will be an increased focus on effective advising and ensuring that all I-BEST students not only complete their program of study, but also complete their GED. We will be working to stack all I-BEST credentials into a degree program that is considered an occupation in demand. We will also be developing advising materials so that all staff and students are clear on their next step upon completion of their entry level certificates.

LVSF will continue to support the Tutor Mentoring Program and will add additional resources to the web-site in order to support tutors. The LVSF Workplace Program Specialist has implemented an extended and more robust orientation and onboarding process in order to screen potential students and to establish goals.

The LVSF ESL program adopted the ESL orientation and assessment process to streamline the services for students who want to participate in both ESL class and ESL tutoring.

LVSF is participating in a NMHED sponsored professional development opportunity to create and implement a seamless career pathways service delivery model for integrated education and training focused on serving students with low literacy levels and significant barriers such as those in the criminal justice system.

LVSF Coordinators are planning a workshop facilitated by the SFCC Citizens' Emergency Response Team leader to promote safety for our students and tutors at all of our sites throughout the city.



**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.*

\$12,712
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- I-BEST Certificate Programs under SFCC support:
  - Certified Nursing Assistant: 17 students
  - Phlebotomy: 7
  - Community Health Worker: 5
  - Early Childhood Education: 17 students
  - IET Paramedics: 8 students
  
- 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.*
  
- SFCC has a NM Department of Workforce Solutions Job Development and Career Coach on staff who the Department of Workforce Solutions to provide career readiness workshops for Adult Education students
  
- SFCC AE met with the Santa Fe Workforce Connections (One-Stop) staff to discuss WIOA and ways to strengthen our partnership. The One-Stop offers employment workshops on resume and cover letter writing, interviewing skills, job search, dress for success, customer service skills, etc. These workshops are integrated into the HSE preparation courses offered over the course of the semester.
  
- The One-Stop included SFCC AE into their rotation and a schedule will be developed to promote concurrent enrollment activities and services.
  
- There was a significant barrier that developed in the past year in the partnership with the WIOA staff. New WIOA staff members came up with a number of reasons they were unable to serve HSE students and avoided meeting with adult education students who were interested in enrolling in I-BEST. This was a tremendous problem as AE students do not have access to other sources of financial aid. There will need to be a focused effort to resolve this issue moving forward.

- LVSF supports AE students in both ACE and ESL programs who are pursuing I-BEST certifications. LVSF tutors not only help students improve basic skills, but also focus on vocabulary acquisition in specific career areas.
  - LVSF supports students by providing general workplace strategies during the orientation process where they can speak with their tutors about their personal employment goals. Tutors have access to materials focused on choosing a career path and application and interviewing skills, and how to be successful on the job. All of our materials and tutoring are focused on improving English language acquisition, reading, writing, and math skills; all necessary for obtaining employment.
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.*
- SFCC AE has contacted both the Northern Area Local Workforce Development Board (NALWDB) and the Central Area Local Workforce Development Board (CALWDB) to dialogue and begin alignment to maximize workforce preparation and educational services to better aide student success. We have met and had several discussions regarding the MOU and the Infrastructure Funding Agreement (IFA). We signed the MOU's with the local boards in early April. The SFCC AE Director has also attended NALWDB and CALWDB meetings.
  - SFCC has negotiated an MOU and agreement with the local Workforce Connection office and is now hosting a One-Stop on campus. We have had a few challenges but are working through them.
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.*
- The MOU's and IFA's with both the Northern and Central Boards have been negotiated and signed. We have not yet received a final copy with the Workforce administrators' signatures.



## 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.*

The Academic Career Education (ACE) program at Santa Fe Community College continued to develop the Integrated Education Training program offerings during the 2018-2019 program year. ACE students enrolled in the following I-BEST programs: Certified Nursing Assistant, Community Health Worker, Phlebotomy, Early Childhood Development, Phlebotomy, and Paramedics. These programs included academic support from a basic skills instructor who worked in partnership with the content instructor to ensure that students were developing their math and literacy skills in the context of their program of study. In addition, the Job Development Career Coach worked closely with students to help them develop career readiness skills to ensure that they have the skills needed to succeed in employment upon completion of the program.

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

All I-BEST programs met the IET requirements as follows.

1. Activities, programs, or services that are designed to help an individual acquire a combination of basic academic skills, critical thinking, digital literacy, and self-management skills

An adult education instructor works in partnership with a content instructor to support the development of academic skills as identified in the college and career readiness standards. Math and literacy development is contextualized to the content of the program of study that the student is enrolled in. Content includes digital literacy and self-management skills.

2. Employability skills that address competencies in using resources and information, working with others, understanding systems, and obtaining skills necessary to successfully transition to and complete postsecondary education, training, and employment.

I-Best certificate offerings focus on the employability skills and competencies required for the program of study of that particular sector. Curriculum includes all of the

industry required competencies to insure students are prepared to enter and succeed in employment.

3. Other employability skills that increase an individual's preparation for the workforce – the Job Development Career Coach works within all I-BEST offerings to prepare participants to enter the workforce including resume development, interview skills, and professionalism skills. The JDCC brings employers into the classroom to speak with students about what is expected on the job.

## **Section VI. College and Career Readiness Standards**

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

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

The ACE program is committed to continuing to train all instructors on lesson planning that supports College and Career Readiness Standards. The program Coordinator and the Program Specialist took a four-month training course sponsored by the state on developing CCRS-based lesson plans. The goal is to share this training with all ACE instructors.

Academic rigor is built into the ACE program through leveled math classes, classes that cover essential academic skills required for post-secondary and career success, and the ongoing training of instructors. Instructors are using proven instructional methods to engage as well as instruct students.

The ESL Program has created a new guideline for program wide curriculum content, ESL Curriculum Content Guideline has been created and successfully incorporates the ELPS (English Language Proficiency Standards) and was officially put in use by ESL instructors, beginning in the fall semester of 2018, so that students' English Language proficiencies will meet standards necessary for academic and career goals so that students' English Language proficiencies will meet standards necessary for academic and career goals.

The curriculum and planning methodologies for teaching the material through which these proficiencies are measured is also correlated to Life Skills and College and Career Readiness content, preparing ESL students to enter the various IBEST programs offered at SFCC. IBEST recruitment personnel make regular presentations in advanced level ESL classes, and these students regularly make up a part of the IET certificate programs.

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 have two dedicated computer labs each with 24 computers, a "mobile lab" with 28 Surface Pros, and an additional classroom with 12 computer stations. All classrooms have a teacher's station with a computer connected to a projector, screen and sound system. These resources are used for Computer-Assisted Instruction (CAI) across the program with students using a variety of software programs including Aleks, EdReady, Newsela, , and Rosetta Stone. All ACE classes employ a blended-learning approach. All students have access to software programs and are encouraged to work in them both on and off-campus.

All ACE classes including I-Best classes are automatically synched to the SFCC Canvas Learning Management System (LMS). All ACE teachers actively use Canvas to present lessons and assignments; students by using Canvas prepare themselves to use Canvas in distance and/or blended classes when they transition to SFCC. In Canvas, we have synched online instructional software such as the Newsela reading program, which differentiates reading content by Lexile Levels. We are looking to synch more instructional materials with Canvas and have begun to archive I-Best instructional materials within Canvas

Independent Study classes are offered to students who do well with self-paced instruction. In these classes CAI alternates with one on one tutoring and mentoring. Distance Learning employs a similar approach with Zoom web-based conferencing used when students cannot come to campus. There were 36 fundable Distance Learning (DL) students in the fiscal year with 2,904 total hours of participation, an average of 80.6 hours per student. 53% of the DL students post-tested. 17 of the 19 students who post-tested (89%) showed a level gain. There were seven completers. Among these Distance students, there was a cohort of nine Paramedic students taking an innovative Distance class now required by the Director of the Emergency Medical Services for all students entering the Paramedic program who test below an NRS level 6 in English or Math.



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

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

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

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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.*

The ESL Program Community Liaison has instituted an extremely intensive outreach and recruitment effort, which included messaging to organizations not previously contacted. As a result, students have been referred to the ESL Program from a number of new local areas, such as:

Santa Fe Refugee Collaborative  
Earth Care  
Santa Fe Dreamers Project  
Santa Fe Filipino Community Group  
Head Start  
Santa Fe Local Business Connection  
Opportunity Santa Fe  
Catholic Charities

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)*

In FY 2018-19 The ESL Program hired an ESL Instructor to write a Customer Service based curriculum to help students increase their chances of receiving a promotion or salary increase. The curriculum was taught in the Summer Intensive program. Both employers in the community and students in the classes, at this time, were interviewed to determine the efficacy of the curriculum. A modified version of that curriculum is currently being used in an IET format by the instructor this academic year in a class sponsored by Santa Fe Public Schools for their employees, the Cooks and Cashiers, who will be eligible for a salary increase or promotion upon completing the course. We hope to broaden the scope of this type of training in the future.

The ESL Program Manager and the ESL Program Coordinator are working with the 5 ESL Instructors at our two Santa Fe Public Schools locations, El Camino Real Academy and Cesar Chavez Elementary School, on a collaborative effort to provide Workplace English in their 6 ESL classes. Aware of the unique resources for building this project we have in this

group of instructors, one of whom worked for many years with the Department of Labor, another who currently holds the position of ESL Workplace Coordinator in the SFCC Adult Education Department, which includes structuring lesson plans and projects for tutors working at students' places of employment, we plan to encourage them to achieve specific goals and outcomes for their students. Santa Fe Public Schools supports this project.

## 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
Ashmead	Ed	AE Program Specialist	B.S. Gen. Agric. A.A.S. Power Elec. 10 yrs. Secondary Cert. in Alaska	15	SFCC Staff Development	3/8/19	SFCC
					AE Staff Retreat	7/12/19	SFCC
Bank	Laura	ESL Manager	BA Humanities TESOL Certification	10	Intermediate Spanish 1	8/28-12/6/18	SFCC
					SFCC Convocation	8/13/18	SFCC
					Run, Hide, Fight training	8/17/18	SFCC
					Allegra Love, Immigration Issues	9/11/18	SFCC
					Canvas Presentation	9/19/18	SFCC
					ESL Error Correction	10/8/18	SFCC
					English on a Roll	10/15/18	SFCC
					PD Day, 8:00 – 4:30	10/19/18	SFCC
					Renewal and Wholeness Retreat	11/2 – 11/3/18	Off Campus
					COABE Rubrics Revealed Webinar	11/28	SFCC
					SFCC Convocation	1/14	SFCC
					Be the Key That Opens the Door Career Pathways webinar	1/23	SFCC
					Active Shooter Drill	2/13	SFCC
					PD Day – Various -8 hrs	2/8	SFCC
					Storytelling in the ESL	3/20	SFCC
					COABE Conference	3/31-4/3	New Orleans
					Beginning Motivation Theory	4/1	NMDELT SFCC

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Last Name	First Name	Position	Educational Attainment	Years of Experience in Adult Education	Professional Development Attended	Date	Location
Bank	Laura	ESL Manager	BA Humanities TESOL Certification	10	Advanced Motivation Theory	4/1	NMDELT SFCC
					Error Correction John Kongsvik	4/11	SFCC
					Storytelling in the ESL Classroom Part 2	5/16	SFCC
					Adult Education Retreat	7/12	Hyde Park
					Convocation	8/8	
DuBose	Mary	Literacy Program Specialist	BA Psychology	5	LVSF Board Retreat	7/24/18	Santa Fe
					SFCC Convocation	8/13/18	SFCC
					Focus on Error Correction workshop	10/8/19	SFCC
					English on a Roll ESL Workshop	10/15/19	SFCC
					Motivational Interviewing workshop	10/26/19	SFCC
							SFCC
					SFCC Convocation	1/14/19	SFCC
					English Language Proficiency Standards & Career Pathways	2/7/19 – 2/8/19	Albuquerque
					Active Shooter Drill	2/13/19	SFCC
					Storytelling in the ESL classroom workshop	3/20/19	SFCC
					AE Staff Retreat	7/12/19	SFCC



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Last Name	First Name	Position	Educational Attainment	Years of Experience in Adult Education	Professional Development Attended	Date	Location
Alvarez de Castillo	Juan	Instructor	Physics	15	AE Staff Retreat	7/12/19	Hyde Park
Krell	Kristen	ACE Manager	B.A. Psychology M.A. Educ. Leadership	20	Canvas Training	8/3/18	SFCC
					NMAEA Conference	9/20-21/18	ABQ
					SFCC Professional Development Day	10/19/18	SFCC
					Training Valencia	11/16/18	Valencia
					Career Pathways	2/2019	NMPAEA conference
					TABE 11 12 training	2/2019	Las Vegas
					What AE Administrators need to know to be effective	2/2019	NMPAEA conference
					AE Staff Retreat	7/12/19	Hyde Park
Lehrer	Michael	Coordinator	BA Creative Writing	20	Canvas Training	8/3/18	SFCC
					NMAEA Conference	9/20-21/18	ABQ
					SFCC Professional Development Day	10/19/18	SFCC
					Training at UNM Valencia	11/16/18	Valencia
					Banner 9 Training	11/29/18	SFCC
					SFCC Staff Development	3/8/19	SFCC
					Motivational Interviewing, Ed Ready, Zoom, Newsela	10/26/19	SFCC

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Last Name	First Name	Position	Educational Attainment	Years of Experience in Adult Education	Professional Development Attended	Date	Location
Matthes	Lynne	Coordinator	BS English TESOL Certification	15	Canvas Training	8/3/18	SFCC
					NMAEA Conference	9/20-21/18	ABQ
					SFCC Professional Development Day	10/19/18	SFCC
					Training Valencia	11/16/18	Valencia
					Motivational Interviewing, Ed Ready, Zoom, Newsela	10/26/19	SFCC
					Banner 9 Training	11/29/18	SFCC
Rathjen	Susan	Basic Literacy Coordinator	B.S. +	16	ProLiteracy Training Modules	7/11/18	SFCC
					City of Santa Fe Site Visit	8/2/18	SFCC
					SFCC Convocation	8/13/18	SFCC
					SFCC Professional Dev Day	10/14/18	SFCC
					COABE: Emotions and how they affect Learning	10/15/18 10/17/18	online
					AE DELT Workshop	10/26/18	SFCC
					NMCL PPDA CASAS & Vista	12/13/18	Online
					Monthly Opportunity Santa Fe Reading Group Meeting	Monthly	Various off-site locations

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Last Name	First Name	Position	Educational Attainment	Years of Experience in Adult Education	Professional Development Attended	Date	Location
Rathjen	Susan	Basic Literacy Coordinator	B.S. +	16	Monthly Mentoring & Tutoring Collaborative Meeting	Monthly	Santa Fe Community Foundation
					SFCC Convocation	1/14/19	SFCC
					Assessing Behaviors & Threats	1/15/19	SFCC
					C-CERT meeting	1/23/19,1/30/19	SFCC
					C-CERT Active shooter drill prep	2/6/19,2/8/19	SFCC
					Active Shooter Drill	2/13/19	SFCC
					Mayor Webber Meeting	2/15/19	Santa Fe Community Foundation
					NM Legislature Adult Education Day	2/15/19	Round House
					SFCC Pro. Dev. Day	3/8/19	SFCC
					Opportunity S.F. Community Retreat	5/10/19	SFCC
					Reading Interventions & Strategies Webinar	6/6/19	SFCC
					SFCC Adult Education Retreat	7/12/19	Hyde Park
					SFCC Adult Education Retreat	7/12/19	Hyde Park
						Date	Location

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Last Name	First Name	Position	Educational Attainment	Years of Experience	Professional Development Attended		
Rawlings	Dafyd	ESL Program Coordinator	BA Anthropology, UC Santa Cruz, 1990	20+	IDEO: Design Thinking in Education	7/6/18	online
			TESL [Teaching English as a Second Language] Certificate, 1993, UC Berkeley Extension		NMAEA Conference	9/20/18	Albuq., NM
			MA English: TESOL [Teaching English to Speakers of Other Languages] 1996, San Francisco State University		Active Shooter Training Update @ SFCC PD Day	10/19/18	SFCC
			MA Architecture, 2003, University of Oregon		Assessing Behavior – Active Shooter Training	12/4/18	SFCC
					Threat Assessment	1/15/19	SFCC
					Active Shooter Drill preparation	1/23/19	SFCC



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Last Name	First Name	Position	Educational Attainment	Years of Experience	Professional Development Attended	Date	Location
Rawlings	Dafyd	ESL Program Coordinator			SFCC: Threat Assessment	11/15	SFCC
					Active Shooter Drill preparation	1/23	SFCC
					CASAS Implementation Training	1/29	SFCC
					Active Shooter Drill prep	1/30	SFCC
						2/6	
					Active Shooter Drill meeting	2/12	SFCC
					Active Shooter Drill	2/13	SFCC
					PD day Cultural Bias Keynote	3/8	SFCC
					Active Shooter Drill	2/13	SFCC
					PD day Cultural Bias Keynote	3/8	SFCC
					PD Day Effective communication	3/8	SFCC
					Banner 9 Training	3/8	SFCC
					TESOL 19	3/12 – 3/15/19 30+ hrs.	Atlanta
Rivera de Garcia	Amanda	ESL Literacy Coordinator	B.A. +	15	LVSF Board Retreat	7/24/18	Santa Fe
					City of Santa Fe Site Visit	8/12/18	SFCC
					SFCC Convocation	8/13/18	SFCC
					NMCL PPDA & Annual Conf.	9/6-9/7 2018	Albuquerque

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Last Name	First Name	Position	Educational Attainment	Years of Experience	Professional Development Attended	Date	Location
Rivera de Garcia	Amanda	ESL Literacy Coordinator	B.A. +	15	Search Inside Yourself Training	12/10-12/11 2018	SFCC
					CASAS Training	12/6/18	online
					NMCL PPDA CASAS & Vista	12/13/18	online
					SFCC Convocation	1/14/19	SFCC
					NMCL PPDA CASAS	2/7-2/8 2019	
					Active Shooter Drill	2/13/19	SFCC
					NM Legislature Adult Education Day	2/15/19	Roundhouse
					SFCC Pro. Dev. Day	3/8/19	SFCC
					USCIS Community Partner Meeting	5/1/19	Albuquerque
Naranjo	Letty	AE Senior Director	BA Sociology MA Coursework & Written Exam Completion Professional Mental Health Counselor License	24.5	MPAEA Summer Board Mtg.	07/26-27/2018	Las Vegas, NV
					SFCC Convocation	08/13/2018	SFCC
					NM Coalition for Literacy Conference	09/06-07/2018	ABQ, NM
					NMAEA 2018 Conference	09/19-21/2018	ABQ, NM





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
ACE Coordinator	IET/I-BEST training	Webinar/face to face/mentoring
ACE Coordinator	AE Classroom technology	Webinar/face to face/mentoring
ACE Coordinator	College and Career Readiness Standards	Webinar/face to face/mentoring
Lab Coordinator	IET/I-BEST training	Webinar/face to face/mentoring
Lab Coordinator	AE Classroom technology	Webinar/face to face/mentoring
Lab Coordinator	College and Career Readiness Standards	Webinar/face to face/mentoring
LVSF BL Coordinator	Numeracy Training for Tutors	Webinar/face to face
LVSF ESL Coordinator	College and Career Readiness Standards	Webinar/face to face/mentoring
LVSF ESL Coordinator	ESL Trainings (Best Practices and Methodology)	Webinar/face to face/mentoring

## 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
<b>16,373</b>	<b>\$25.43</b>	<b>\$416,365</b>

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

Total hours contributed	Fair Market Value per Hour	Total
<b>0</b>	<b>0</b>	<b>0</b>

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

Total hours contributed	Fair Market Value per Hour	Total
<b>956</b>	<b>\$25.43</b>	<b>\$24,311</b>

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.

**\$66,000**

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
<b>9,960</b>	<b>\$18.50</b>	<b>\$184,260</b>

### Alternate option:

Please indicate institution's building renewal and replacement allocation

(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.

<b>Source</b>	<b>Amount</b>
City of Santa Fe	\$55,000
Frost Foundation	\$10,000
Las Campanas	\$10,000
New Mexico Coalition for Literacy	\$15,000
Santa Fe Community Foundation	\$10,000
Thornburg Foundation	\$10,000
<b>Total</b>	<b>\$110,000</b>

**B. Program Income Activities**

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

<b>\$37,335</b>
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Please list the PROGRAM INCOME EXPENDITURES below:

<b>AEFLA allowable activity</b>	<b>Amount</b>
Data Analyst & Data Tech (Salaries & Benefits)	\$25,878.26
Instructional Supplies	\$411.46
Registration Fees-Scholarships	\$390.00
Travel	\$524.71
<b>Total</b>	<b>\$27,204.43</b>



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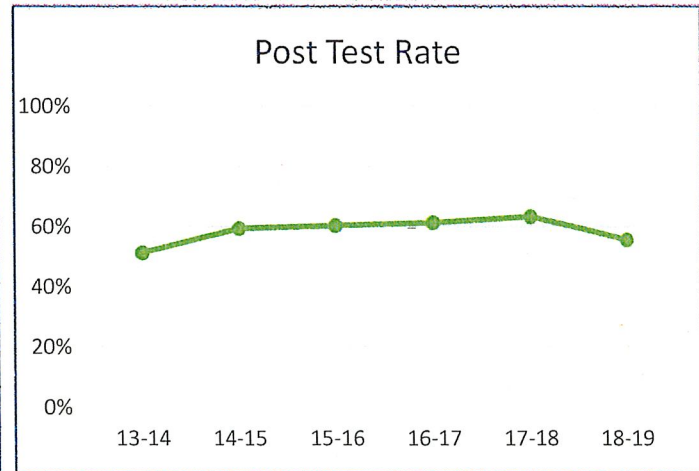
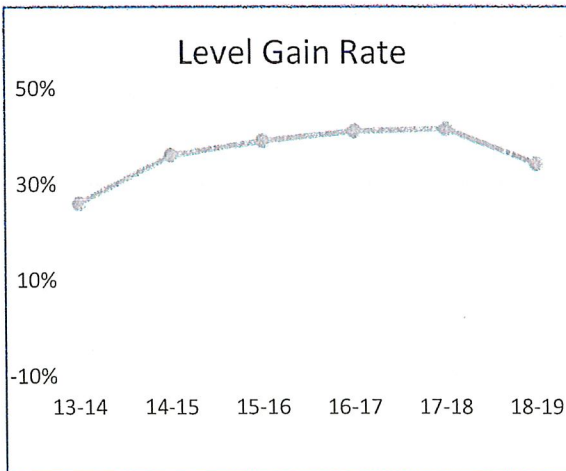
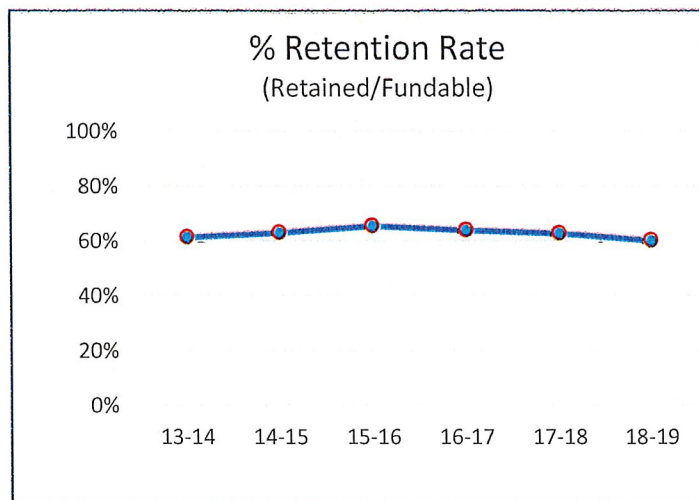
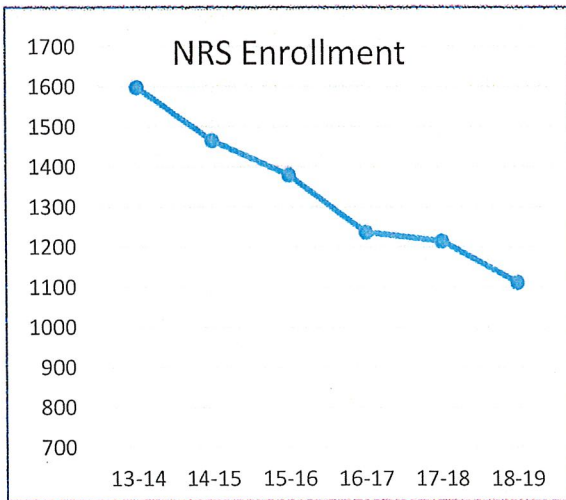
Please attach your NRS tables and MOU/IFA documents to the end of this document, scan it, and submit **one single PDF document** to: [adult.education@state.nm.us](mailto:adult.education@state.nm.us) no later than 5:00 p.m. on September 3, 2019.

### ATTACHMENTS:

- Multi Year Comparison of Program Effectiveness
- NRS Tables
- Northern Board MOU & IFA
- Central Board MOU & IFA

## SFCC AE Multi-Year Comparison of Program Effectiveness

Fiscal Year	NRS Enrollment	% change	Level Gains Rate	% change from previous year	Retention (>40 hrs)	% Retention Rate (retained / fundable)	Post-test Rate	Post-test % change from previous year
13-14	1595	-16%	26.0%	-11.0%	969	60.8%	51%	-8.0%
14-15	1463	-8%	36.0%	10.0%	912	62.3%	59%	8.0%
15-16	1377	-6%	39.0%	3.0%	892	64.8%	60%	1.0%
16-17	1234	-10%	41.0%	2.0%	781	63.3%	61%	1.0%
17-18	1212	-2%	41.5%	0.5%	753	62.1%	63%	2.0%
18-19	1109	-8%	34.2%	-7.3%	660	59.5%	55%	-7.7%



# Student:

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

Select Reporting System: 

NRS FY 18-19

 Agency: Santa Fe Comm Coll

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	0	0	0	1	0	8	12	0	0	1	1	1	1	26
ABE Level 2	5	5	0	1	0	3	45	78	0	0	6	5	0	0	148
ABE Level 3	3	4	1	0	1	2	38	70	0	0	4	6	1	0	130
ABE Level 4	1	3	1	1	0	0	16	24	0	1	4	3	1	1	56
ABE Level 5	0	0	0	0	0	0	7	16	0	0	1	0	0	0	24
ABE Level 6	0	0	0	0	0	0	2	2	0	0	2	0	0	0	6
ESL*** Level 1	0	0	0	0	0	0	1	6	0	0	0	0	0	0	7
ESL Level 2	0	0	1	0	1	1	12	31	0	0	0	1	0	1	48
ESL Level 3	0	0	0	3	0	1	64	103	0	0	1	1	0	0	173
ESL Level 4	0	0	1	7	0	1	51	131	0	0	0	2	0	1	194
ESL Level 5	0	0	0	7	1	0	46	118	0	0	1	3	0	0	176
ESL Level 6	0	0	1	1	0	1	33	77	0	0	2	5	0	1	121
Total	10	12	5	20	4	9	323	668	0	1	22	27	3	5	1109

\*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

Ethnicity/Race:

**Hispanic / Latino:** The participant indicates that he/she is a person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture in origin, regardless of race.

**American Indian / Alaska Native:** The participant indicates that he/she is a member of an Indian tribe, band, nation, or other



organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act (85 Stat. 688) [43 U.S.C. 1601 et seq.], which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians.

**Asian:** The participant indicates that he/she is a person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian Subcontinent (e.g., India, Pakistan, Bangladesh, Sri Lanka, Nepal, Sikkim, and Bhutan). This area includes, for example, Cambodia, China, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

**Black / African American:** The participant indicates that he/she is a person having origins in any of the black racial groups of Africa.

**Native Hawaiian / Other Pacific Islander:** The participant indicates that he/she is a person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

**White:** the participant indicates that he/she is a person having origins in any of the original peoples of Europe, the Middle East, or North Africa.

**More Than One Race:** Participants having origins in more than one racial category at program entry.

**Sex:**

**Male:** The participant indicates that he is male.

**Female:** The participant indicates that she is female.

OMB Number 1830-0027, Expires 08/31/2017.

# Student:

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

Select Reporting

NRS FY 18-19 ▼

Agency:

Santa Fe Comm Coll

System:

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	1	2	2	0	0	0	38	51	0	0	8	3	0	0	105
19-24	5	5	0	1	0	2	64	69	0	1	5	6	1	2	161
25-44	4	3	3	12	3	5	158	374	0	0	6	9	0	3	580
45-54	0	1	0	3	0	1	45	135	0	0	1	3	0	0	189
55-59	0	1	0	3	1	0	13	25	0	0	1	3	1	0	48
60+	0	0	0	1	0	1	5	14	0	0	1	3	1	0	26
Total	10	12	5	20	4	9	323	668	0	1	22	27	3	5	1109

\*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

OMB Number 1830-0027, Expires 08/31/2017.

# Student:

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

Select Reporting System: 

NRS FY 18-19

 Agency: Santa Fe Comm Coll

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	3	0	0	0	0	1	12	9	0	0	5	1	0	1	32
19-24	0	0	0	0	0	0	17	31	0	1	3	0	0	0	52
25-44	3	3	0	0	0	0	65	101	0	0	0	2	0	0	174
45-54	0	2	0	0	1	0	10	36	0	0	1	1	0	0	51
55-59	0	0	0	0	0	0	1	7	0	0	0	1	0	0	9
60+	0	0	0	1	0	0	2	10	0	0	0	0	0	0	13
Total	6	5	0	1	1	1	107	194	0	1	9	5	0	1	331

\*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



# Student:

NRS Table 3: Participants by Program Type and Age

Select Reporting  
System:

NRS FY 18-19 ▼

Agency: Santa Fe Comm Coll

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)
<b>Adult Basic Education**</b>	85	89	131	16	8	3	332
Integrated Education and Training Program	4	12	13	1	0	1	31
<b>Adult Secondary Education***</b>	7	3	12	0	0	0	22
Integrated Education and Training Program	1	1	3	0	0	0	5
<b>English Language Acquisition****</b>	5	23	197	86	19	15	345
Integrated Education and Training Program	0	0	1	0	0	0	1
<b>Integrated English Literacy and Civics Education (Sec. 243)*****</b>	8	46	240	87	21	8	410
Integrated Education and Training Program	0	0	0	0	0	0	0
<b>Total</b>	105	161	580	189	48	26	1109

\*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.

OMB Number 1830-0027, Expires 08/31/2017.

# Student:

NRS Table 4

Select Reporting System:

NRS FY 18-19 ▼

Agency: Santa Fe Comm Coll

## 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			
Enteri ng Educat ional Functi oning Level (A)	Numb er of Partici pants (B)	Total Numb er of Partici pants Exclud ed from MSG Perform ance (C)	Total Attend ance Hours for All Partici pants (D)	Numb er Who Achiev ed at Least One Educat ional Functi oning Level Gain (E)	Numb er Who Attain ed a Secon dary School Diplo ma or Its Recog nized Equiva lent (F)	Numb er Separa ted Before Achiev ing Measu rable Skill Gains (G)	Numb er Remai ning in Progra m Withou t Measu rable Skill Gains (H)	Perce ntage Achiev ing Measu rable Skill Gains (I)	Total Numb er of Period s of Partici pation (J)	Total Numb er of Period s of Partici pation in Which Partici pants Achiev ed at Least One Educat ional Functi oning Level Gain (K)	Total Numb er of Period s of Partici pation in Which a Secon dary School Diplo ma or Its Recog nized Equiva lent Was Attaine d (L)	Perce ntage of Period s of Partici pation with Measu rable Skill Gains (M)
ABE Level 1	26	0	1617.75	7	1	11	7	30.8	26	7	1	30.8
ABE Level 2	148	0	9202	45	7	67	29	35.1	148	45	7	35.1
ABE Level 3	130	0	7636.85	25	21	61	23	35.4	134	25	22	35.1
ABE Level 4	56	0	2752.75	12	12	23	9	42.9	59	12	12	40.7

ABE Level 5	24	0	1557	6	4	6	8	41.7	24	6	4	41.7
ABE Level 6	6	0	213.5	1	1	4	0	33.3	6	1	1	33.3
<b>ABE Total</b>	390	0	22979.85	96	46	172	76	36.4	397	96	47	36
ESL Level 1	7	0	211	3	0	2	2	42.9	7	3	0	42.9
ESL Level 2	48	0	2245.25	22	0	17	9	45.8	49	22	0	44.9
ESL Level 3	173	0	8057.45	69	0	75	29	39.9	175	70	0	40
ESL Level 4	194	0	12140.25	76	0	85	33	39.2	200	76	0	38
ESL Level 5	176	0	11769.7	56	0	92	28	31.8	183	57	0	31.1
ESL Level 6	121	0	7644.5	17	1	71	32	14.9	125	17	1	14.4
<b>ESL Total</b>	719	0	42068.15	243	1	342	133	33.9	739	245	1	33.3
<b>Grand Total</b>	1109	0	65048	339	47	514	209	34.8	1136	341	48	34.2

- Use participant's pretest score for the 1st entry of a program year for initial placement in this table.
- For the purposes of reporting measurable skill gain on Tables 4, 4C, 8, and 10, each program entry per participant during the reporting period is considered a period of participation.
- Count each participant only once in columns E through H. Total number of participants in column B should equal corresponding total number of participants in other NRS tables. Report the most recent measurable skill gain for a participant who achieved more than one measurable skill gain during a period of participation.
- The number in Column C is the number of participants who are being excluded from MSG performance due to the exclusion scenarios listed in OCTAE Program Memorandum 17-2 Attachment 2, Table A. No values associated with these participants should be entered into columns E-G.
- The number in column E is the number of participants who completed one or more Educational Functioning Level (EFL) gains as measured in one of three ways: 1) by comparing a participant's initial EFL as measured by a pre-test with the participant's EFL as measured by a participant's post-test; or 2) for States that offer high school programs that lead to a secondary school diploma or its recognized equivalent, an EFL gain may be measured through the awarding of credits or Carnegie units; or 3)



States may report an EFL gain for participants who exit the program and enroll in postsecondary education or training during the program year.

- Column F is the number of participants who attained a secondary school diploma or its recognized equivalent.
- Enter only the most recent achievement, if attained, per participant in column E or column F. No participant should have an achievement counted in both columns.
- Column G is the number of participants who achieved no measurable skill gain and exited the program. The last day of service cannot be determined until at least 90 days have elapsed since the participant last received services (services do not include self-service, information-only services or activities, or follow-up services), and there are no plans to provide the participant with future services.
- Column H is number of participants who remain enrolled and achieved no measurable skill gain.
- Column B should equal Column C + E + F + G + H.
- Column I is calculated using the following formula:  $(\text{Column I}) = (\text{Column E} + \text{Column F}) / (\text{Column B} - \text{Column C})$
- Column J is the total number of periods of participation for each participant. A participant may have more than one period of participation.
- Column K is the Total number of Periods of Participation in which at least one educational functioning level gain was achieved. Multiple outcomes are permissible for individual participants with more than one period of participation. Although participants may achieve more than one gain per period of participation, only one gain for a participant per period of participation is reported in EITHER column K or column L.
- Column L is the Total number of Periods of Participation in which a secondary school diploma or its recognized equivalent was attained. Multiple outcomes are permissible for individual participants with more than one period of participation. Although participants may achieve more than one gain per period of participation, only one gain for a participant per period of participation is reported in EITHER column K or column L.
- Column M is calculated using the following formula:  $(\text{Column M}) = (\text{Column K} + \text{Column L}) / (\text{Column J})$
- **Period of Participation:** For the Measurable Skill Gains indicator, a new period of participation is counted each time a participant enrolls—even if both enrollments occur within the same program year. It is not necessary to wait until the participant exits the program in order to count a measurable skill gain, because the measurable skill gains indicator is not an exit-based indicator. The skill gain may be counted as soon as it is earned at any point during the participation period of the program year in which it was earned. A person with more than one period of participation in a program year is counted separately for each period of participation in both the numerator and denominator of each applicable performance indicator. Therefore, the person is counted multiple times—once for each period of participation. Please see OCTAE program memorandum 17-2 for examples of counting periods of participation.

# Student:

## NRS Table 4a - Educational Functioning Level Gain

Select Reporting  
System:

NRS FY 18-19 ▼

Agency: Santa Fe Comm Coll

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 Carnegie 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	8	4	50	6	75	0	0	0	0
ABE Level 2	48	15	31.3	40	83.3	0	0	2	4.2
ABE Level 3	30	21	70	12	40	0	0	1	3.3
ABE Level 4	16	8	50	7	43.8	0	0	5	31.3
ABE Level 5	7	4	57.1	4	57.1	0	0	3	42.9
ABE Level 6	2	0	0	0	0	0	0	1	50
ABE Total	111	52	46.8	69	62.2	0	0	12	10.8
ESL Level 1	3	3	100	0	0	0	0	0	0
ESL Level 2	22	22	100	0	0	0	0	0	0
ESL Level 3	70	69	98.6	0	0	0	0	1	1.4
ESL Level 4	76	76	100	0	0	0	0	0	0

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 Carnegie 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)
ESL Level 5	57	56	98.2	0	0	0	0	0	0
ESL Level 6	18	15	83.3	0	0	0	0	3	16.7
ESL Total	246	241	98	0	0	0	0	4	1.6
Grand Total	357	293	82.1	69	19.3	0	0	16	4.5

#### Instructions for Completing Table 4A

- Column B is the number of participants who achieved an EFL gain during the program year
- Both ELA/literacy or ELP and Mathematics level gains must be reported for all participants, if tested in both areas. EFL gains reported in Columns C and D may be measured by reading, writing, literacy skills, speaking or listening tests approved for use in the National Reporting System for Adult Education (NRS).
- Report Carnegie unit/credit attainment and entry into postsecondary education for participants who achieved these outcomes. Multiple outcomes are permissible on this table for individual participants.
- In each of Columns C, E, G, and I, record the total number of participants who achieved at least one educational functioning level gain of that type.
- Calculate Percentages as follows:
  - Column D = Column C/Column B
  - Column F = Column E/Column B
  - Column H = Column G/Column B
  - Column J = Column I/Column B



# Student:

## NRS Table 4 B

Select Reporting  
System:

NRS FY 18-19 ▼

Agency: Santa Fe Comm Coll

### 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	11	1126.5	8	2	1	72.7
ABE Level 2	61	6608	47	6	8	77
ABE Level 3	55	5342.35	29	16	10	52.7
ABE Level 4	23	1608	15	5	3	65.2
ABE Level 5	14	1078.75	11	1	2	78.6
<b>ABE Total</b>	164	15763.6	110	30	24	67.1
ESL Level 1	3	156.5	3	0	0	100
ESL Level 2	23	1552.75	22	1	0	95.7
ESL Level 3	94	5972.95	69	21	4	73.4
ESL Level 4	130	10611.5	77	35	18	59.2
ESL Level 5	122	10323.95	56	44	22	45.9
ESL Level 6	77	6507.25	16	32	29	20.8
<b>ESL Total</b>	449	35124.9	243	133	73	54.1
<b>Total</b>	613	50888.5	353	163	97	57.6

**Include in this table only participants who are both pre- and post-tested.**

- Column D is the total number of participants (both exited and continuing) who achieved at least one EFL gain by completing at least one level through pre- and post-testing.
- Column E is the number of participants who achieved no EFL gain and exited the program. The last day of service cannot be determined until at least 90 days have elapsed since the participant last received services (services do not include self-service, information-only services, activities, or follow-up services), and there are no plans to provide the participant with future services.
- Column F represents the number of participants still enrolled who are at the same EFL level as when they entered.

- Column D + E + F should equal the total in Column B.
- Each row total in Column G is calculated using the following formula:  $G = \text{Column D} / \text{Column B}$

OMB Number 1830-0027, Expires 08/31/2017.

## Student:

NRS Table 4 C

Select Reporting System:

NRS FY 18-19

Agency: Santa Fe Comm Coll

## 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.

[illegible]



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)
ESL Level 4	0	0	0	0	0	0	0	0	0	0
ESL Level 5	0	0	0	0	0	0	0	0	0	0
ESL Level 6	0	0	0	0	0	0	0	0	0	0
<b>ESL Total</b>	0	0	0	0	0	0	0	0	0	0
<b>Grand Total</b>	20	1143	10	4	1	5	70	20	14	70

**Include in this table only participants who are counted as distance education participants . This table is a subset of the participants reported in Table 4.**

- Use participant's pretest score for initial placement in this table.
- For the purposes of reporting measurable skill gain on Tables 4, 4C, 8, and 10, each program entry per participant during the reporting period is considered a period of participation.
- Count each participant only once in columns D through G.
- The number in column D is the number of participants who completed one or more Educational Functioning Level gains as measured in one of three ways: 1) by comparing a participant's initial EFL as measured by a pre-test with the participant's EFL as measured by a participant's post-test; or 2) for States that offer high school programs that lead to a secondary school diploma or its recognized equivalent, an EFL gain may be measured through the awarding of credits or Carnegie units; or 3) States may report an EFL gain for participants who exit the program and enroll in postsecondary education or training during the program year.
- Column E is the number of participants who attained a secondary school diploma or its equivalent.
- Enter only the most recent achievement, if attained, per participant in column D or column E.
- Column F is the number of participants who achieved no measurable skill gain and exited the program. The last day of service cannot be determined until at least 90 days have elapsed since the participant last received services (services do not include self-service, information-only services, activities, or follow-up services), and there are no plans to provide the participant with future services.
- Column G is number of participants who remain enrolled and achieved no measurable skill gain.
- Column D + E + F + G should equal the total in column B.
- Column H is calculated using the following formula:  $(\text{Column H}) = (\text{Column D} + \text{Column E}) / (\text{Column B})$
- Column I is the total number of periods of participation for each participant. A participant may have more than one period of participation.

- Column J is the number of periods of participation in which a Measurable Skill Gain is achieved. Multiple outcomes are permissible for individual participants with more than one period of participation. Participants may achieve more than one gain per period of participation. However, a maximum of one gain per period of participation is reported in column J.
- Column K is calculated using the following formula:  $(\text{Column K}) = (\text{Column J}) / (\text{Column I})$

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# Student:

NRS Table 5: Core Follow-up Outcome Achievement

Select Reporting  
System:

NRS FY 18-19 ▼

Agency: Santa Fe Comm Coll

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*	835	150	18	859	156	18.2
Employment Fourth Quarter after exit*	956	264	27.6	1035	282	27.2
Median Earnings Second Quarter after exit**	150	4337.78		150	4437.71	
Attained a Secondary School Diploma/Recognized Equivalent and Enrolled in Postsecondary Education or Training within one year of exit ***	118	15	12.7	120	15	12.5
Attained a Secondary School Diploma/Recognized Equivalent and Employed within one year of exit ***	118	17	14.4	120	17	14.2
Attained a Postsecondary Credential while enrolled or within one year of exit ****	18	0	0	18	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, 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.

\*\*\*\* Report in Column B (postsecondary credential attainment) the total number of participants who exited during the program year who were co-enrolled in adult education and postsecondary programs, excluding incarcerated individuals under section 225 who exited the AEFLA program but are still incarcerated.

Column C (except for Median Earnings) is the number of participants that achieved each outcome. For Median Earnings reporting, Column C is the median earnings value which is the midpoint between lowest and highest quarterly wage, in U.S. dollars, for 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.

Column D (except for Median Earnings) is the number in Column C divided by the number in Column B. Column D should never be greater than 100 percent.

Column E is the total number of Periods of Participation for each participant reported in column B. This number will be greater than or equal to the number of participants in Column B.

Column F (except for Median Earnings) is the number of periods of participation for which the outcome was received. For Median Earnings reporting, Column F is the median earnings value which is the midpoint between lowest and highest quarterly wage, in U.S. dollars, for the total number of periods of participation, excluding incarcerated individuals under section 225 who exited the AEFLA program but are still incarcerated.

Column G (except for Median Earnings) is the number in Column F divided by the number in Column E. Column G should never be greater than 100 percent.

Columns D and G are not applicable to Median Earnings.

OMB Number 1830-0027, Expires 08/31/2017.

# Student:

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

Select Reporting  
System:

NRS FY 18-19 ▼

Agency: Santa Fe Comm Coll

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*	3	0	0	4	0	0
Employment Fourth Quarter after exit*	3	0	0	3	0	0
Median Earnings Second Quarter after exit**	0	0		0	0	
Attained a Secondary School Diploma/Recognized Equivalent and Enrolled in Postsecondary Education or Training within one year of exit ***	2	0	0	2	0	0
Attained a Secondary School Diploma/Recognized Equivalent and Employed within one year of exit ***	2	0	0	2	0	0
Attained a Postsecondary Credential while enrolled or within one year of exit ****	0	0	0	0	0	0

## Instructions for Completing Table 5a

Include only participants who are counted as distance education participants. Distance education participants are included in Table 5 Follow instructions for completing Table 5.

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

OMB Number 1830-0027, Expires 08/31/2017.

Student:

NRS Table 6: Participant Status and Program Enrollment

Select Reporting System:

NRS FY 18-19

Agency: Santa Fe Comm Coll

Participant Status on Entry into the Program (A)	Number (B)	
Employed	738	
Employed, but Received Notice of Termination of Employment or Military Separation is pending	0	
Unemployed	193	
Not in the Labor Force	178	
TOTAL	1109	
Highest Degree Level of School Completed*	US Based Schooling	Non-US Based Schooling
No Schooling	0	3
Grades 1-5	1	33
Grades 6-8	25	168
Grades 9-12 (no diploma)	217	205
Secondary School Diploma or alternate credential	27	248
Secondary School Equivalent	5	4
Some Postsecondary education, no degree	9	72
Postsecondary or professional degree	5	87
Unknown	0	0
TOTAL (both US Based and Non-US Based)	1109	
Program Type**		
In Family Literacy Program	0	
In Workplace Adult Education and Literacy Activities***	64	
Institutional Programs (section 225)		
In Correctional Facility	0	
In Community Correctional Program	0	
In Other Institutional Setting	0	



Participant Status on Entry into the Program (A)	Number (B)
TOTAL Institutional	0

\* Enter the highest level of schooling or degree attained for each participant in US or non-US-based schooling. Provide *only one entry* per participant. The total number of participants reported here must be the same as the number reported in the Total row of Column P, Table 1.

\*\* Participants counted here must be in a program specifically designed for that purpose.

\*\*\* The term "workplace adult education and literacy activities" means adult education and literacy activities offered by an eligible provider in collaboration with an employer or employee organization at a workplace or an off-site location that is designed to improve the productivity of the workforce.

#### **Employment Status definitions:**

**Employed:** The participant, at program entry, (a) is currently performing any work at all as a paid employee, (b) is currently performing any work at all in his or her own business, profession, or farm, (c) is currently performing any work as an unpaid worker in an enterprise operated by a member of the family, or (d) is one who is not working, but currently has a job or business from which he or she is temporarily absent because of illness, bad weather, vacation, labor-management dispute, or personal reasons, whether or not paid by the employer for time-off, and whether or not seeking another job.

**Employed, but Received Notice of Termination of Employment or Military Separation is pending:** The participant, at program entry, is a person who, although employed, either (a) has received a notice of termination of employment or the employer has issued a Worker Adjustment and Retraining Notification (WARN) or other notice that the facility or enterprise will close, or (b) is a transitioning service member (i.e., within 12 months of separation or 24 months of retirement).

**Not in the labor force:** The participant, at program entry, is not in the labor force (i.e., those who are not employed and are not actively looking for work, including those who are incarcerated).

**Unemployed:** The participant, at program entry, is not employed but is seeking employment, makes specific effort to find a job, and is available for work.

Staff:

NRS Table 7: Adult Education Personnel by Function and Job Status

Select Reporting System:

NRS FY 18-19 ▼

Agency: Santa Fe Comm Coll

Function (A)	Adult Education Personnel		Unpaid Volunteers (D)
	Total Number of Part-time Personnel (B)	Total Number of Full-time Personnel (C)	
State-level Administrative / Supervisory / Ancillary Services	0	0	0
Local-level Administrative / Supervisory / Ancillary Services	1	7	0
Local Counselors	0	0	0
Local Paraprofessionals	5	1	0
Local Teachers	23	3	1
Teachers' Years of Experience in Adult Education			
Less than one year	2	0	
One to three years	2	0	
More than three years	19	3	
Teacher Certificate			
No certification	16	1	
Adult Education Certificate	0	0	
K-12 Certification	5	0	
Special Education Certification	0	0	
TESOL Certification	4	2	

# Student:

NRS Table 8: Outcomes for Participants in Family Literacy Programs (Optional)

Select Reporting  
System:

NRS FY 18-19 ▼

Agency: Santa Fe Comm Coll

First Period of Participation				All Periods of Participation		
Primary Indicators of Performance	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
(A)	(B)	(C)	(D)	(E)	(F)	(G)
Measurable Skill Gain	0	0	0	0	0	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	
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



Family Literacy Follow-up Outcome Measures	Number of Participants who Exited	Number of Participants who Exited Achieving Outcome	Percent Achieving Outcome	
Increased Involvement in Children's Education	0	0	0	
Helped more frequently with school		0		
Increased contact with children's teachers		0		
More involved in children's school activities		0		
Increased Involvement in Children's Literacy Activities	0	0	0	
Reading to children		0		
Visiting library		0		
Purchasing books or magazines		0		
Left Public Assistance	0	0	0	

#### Instructions for Completing Table 8

Include only family literacy program participants in Table 8.

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

#### For reporting measurable skill gains:

Enter in column B the total number of Family Literacy program participants enrolled during the reporting period. Enter in column C the number of participants who achieved one or more educational functioning level gains or attained a secondary school diploma. Enter only one of these achievements, if attained, per participant in column C.

#### For reporting the exit-based Primary Indicators of Performance:

Follow instructions for completing Table 5 to report these outcomes.

#### For reporting family literacy outcome measures:

Report in Column B the total number of participants who exited during the program year. Do not exclude participants because of missing Social Security numbers or other missing data.

Achievement of one or more of the increased involvement in children's education or children's literacy activities measures should be counted only once per participant. However, the specific outcome should be recorded in the subcategory and more than one outcome may be reported, so that the total for the three subcategories may be greater than the total reported for the overall category. For example, a participant who helped more frequently with schoolwork and increased contact with child's teachers would be recorded in both categories but would be counted only once in the overall category of "increased involvement in children's education."

# Student:

NRS Table 9

Select Reporting  
System:

NRS FY 18-19 ▼

Agency: Santa Fe Comm Coll

## Outcome Achievement for Participants in Integrated English Literacy and Civics Education

First Period of Participation				All Periods of Participation		
Primary Indicators of Performance	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
(A)	(B)	(C)	(D)	(E)	(F)	(G)
Measurable Skill Gain	410	128	31.2	420	129	30.7
Employment Second Quarter after exit	344	34	9.9	347	35	10.1
Employment Fourth Quarter after exit	325	68	20.9	377	76	20.2
Median Earnings Second Quarter after exit	34	5466.96		34	5466.96	
Attained a Secondary School Diploma/Recognized Equivalent and Enrolled in Postsecondary Education or Training within one year of exit	2	0	0	2	0	0
Attained a Secondary School Diploma/Recognized Equivalent and Employed within one year of exit	2	0	0	2	0	0
Attained a Postsecondary Credential while enrolled or within one year of exit	5	0	0	5	0	0

Civics Education Follow-up Outcome Measures (Optional)	Number of Participants Who Exited	Number of Participants Who Exited Achieving Outcome	Percent Achieving Outcome	
Achieved Citizenship Skills	1	0	0	
Voted or Registered to Vote	0	0	0	
Increased Involvement in Community Activities	1	1	100	

### Instructions for Completing Table 9

Include only participants who are counted as Integrated English Literacy and Civics Education program participants.

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

**For measurable skill gain:** Enter in column B the total number of Integrated English Literacy and Civics Education program participants enrolled during the reporting period. Enter in column C the number of participants who achieved one or more educational functioning level gains or attained a secondary school diploma or recognized equivalent. Enter only one of these achievements, if attained, per participant in column C.

**For reporting the exit-based Primary Indicators of Performance:**

**Follow instructions for completing Table 5 to report these outcomes.**

**For reporting civics education outcome measures:**

Report in Column B the total number of participants who exited during the program year. Do not exclude participants because of missing Social Security numbers or other missing data.

Achievement of one or more of the civics education outcome measures should be counted only once per participant.



# Student:

Table 10: Outcome Achievement for Participants in Correctional Education Programs

Select Reporting  
System:

NRS FY 18-19 ▼

Agency: Santa Fe Comm Coll

First Period of Participation				All Periods of Participation		
Primary Indicators of Performance	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
(A)	(B)	(C)	(D)	(E)	(F)	(G)
Measurable Skill Gain	0	0	0	0	0	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	
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

## Instructions for Completing Table 10

Include only correctional education participants under Sec. 225 of WIOA.

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

**For measurable skill gain:** Enter in column B the total number of correctional education program participants enrolled during the reporting period. This indicator includes both released and non-released participants. Enter in column C the number of participants who achieved one or more educational functioning level gains or attained a secondary school diploma. Enter only one of these achievements, if attained, per participant in column C.

**For reporting the Primary Indicators of Performance:**

Enter in column B the total number of correctional education program participants enrolled during the reporting period who were no longer incarcerated at program exit. Enter in column C the number of participants who were no longer incarcerated at program exit who achieved success in the designated indicator.

**Follow instructions for completing Table 5 to report these outcomes.**

OMB Number 1830-0027

# Student:

## NRS Table 11

Select Reporting  
System:

NRS FY 18-19 ▼

Agency: Santa Fe Comm Coll

### Outcome Achievement for Participants in Integrated Education and Training Programs

Enter the number of all participants in Integrated Education and Training programs for each of the categories listed.

Primary Indicators of Performance (A)	Number of Participants Included in the Indicator (B)	Number of Participants Achieving Outcome or Median Earnings Value (C)	Percentage of Participants Achieving Outcome (D)	Total Periods of Participation (E)	Total Number of Periods of Participation in which Participants Achieved Outcome or Median Earnings Value for All Periods of Participation (F)	Percentage of Participants in All Periods of Participation Achieving Outcome (G)
MSG via Achievement of at Least One Educational Functioning Level Gain	37	9	24.3	38	9	23.7
MSG via Attainment of Secondary School Diploma/ Recognized Equivalent	37	3	8.1	38	3	7.9
MSG via Secondary or Postsecondary Transcript	37	0	0	38	0	0
MSG via Progress Toward Milestones	37	0	0	38	0	0
MSG via Passing Technical/ Occupational Skills Exam	37	0	0	38	0	0



Primary Indicators of Performance (A)	Number of Participants Included in the Indicator (B)	Number of Participants Achieving Outcome or Median Earnings Value (C)	Percentage of Participants Achieving Outcome (D)	Total Periods of Participation (E)	Total Number of Periods of Participation in which Participants Achieved Outcome or Median Earnings Value for All Periods of Participation (F)	Percentage of Participants in All Periods of Participation Achieving Outcome (G)
Employment Second Quarter after exit	59	11	18.6	59	11	18.6
Employment Fourth Quarter after exit	27	9	33.3	30	11	36.7
Median Earnings Second Quarter after exit	11	1913		11	1913	
Attained a Secondary School Diploma/Recognized Equivalent and Enrolled in Postsecondary Education or Training within one year of exit	8	0	0	8	0	0
Attained a Secondary School Diploma/Recognized Equivalent and Employed within one year of exit	8	0	0	8	0	0
Attained a Postsecondary Credential while enrolled or within one year of exit	8	0	0	8	0	0

#### Instructions for Completing Table 11

Include only IET program participants but exclude participants who exited due to the exclusions listed in OCTAE Memorandum 17-2 Attachment 2, Table A. Also exclude from all indicators, except EFL gains, incarcerated individuals under WIOA section 225 who exited the AEFLA program but are still incarcerated. All shaded columns will be calculated automatically by OCTAE's data system.

**Report any of the following MSG outcomes for each IET participant. Reporting multiple MSG outcomes per participant is permitted.**

**For reporting MSG via Achievement of at Least One Educational Functioning Level Gain:** Enter in column B the total number of Integrated Education and Training program participants enrolled during the reporting period. Enter in column C the number of participants who completed one or more Educational Functioning Level (EFL) gains as measured in one of three ways: 1) an EFL gain may be measured by comparing a participant’s initial EFL as measured by a pre-test with the participant’s EFL as measured by a participant’s post-test; or 2) for States that offer high school programs that lead to a secondary school diploma or its recognized equivalent, an EFL gain may be measured through the awarding of credits or Carnegie units; or 3) States may report an EFL gain for participants who exit the program and enroll in postsecondary education or training during the program year.

**For reporting MSG via Attainment of Secondary School Diploma/Recognized Equivalent:** Enter in column B the total number of Integrated Education and Training program participants enrolled during the reporting period. Enter in column C the number of participants who attained a secondary school diploma or its recognized equivalent.

**For reporting MSG via Secondary or Postsecondary Transcript:** Enter in column B the total number of Integrated Education and Training program participants enrolled during the reporting period. Enter in column C the number of participants who demonstrated progress through a secondary or postsecondary transcript or report card for a sufficient number of credit hours that shows a participant is meeting the State unit’s academic standards.

**For reporting MSG via Progress Toward Milestones:** Enter in column B the total number of Integrated Education and Training program participants enrolled during the reporting period. Enter in column C the number of participants who demonstrated satisfactory or better progress report, towards established milestones, such as completion of on-the-job training (OJT) or completion of one year of an apprenticeship program or similar milestones, from an employer or training provider who is providing training.

**For reporting MSG via Passing Technical/Occupational Skills Exams:** Enter in column B the total number of Integrated Education and Training program participants enrolled during the reporting period. Enter in column C the number of participants who successfully passed an exam that is required for a particular occupation or attained progress in technical or occupational skills as evidenced by trade-related benchmarks such as knowledge-based exams.

**For reporting the exit-based Primary Indicators of Performance:** Follow instructions for completing Table 5 to report these outcomes.

## Student:

NRS Table 12 (beginning Program Year 2010-11): Work-based Project Learners by Age, Ethnicity, and Sex (Optional)

Select Reporting

NRS FY 18-19

Agency: Santa Fe Comm Coll

System:

[illegible]



# Student:

NRS Table 14: Local Grantees by Funding Source

Select Reporting System: 

NRS FY 18-19

 Agency: Santa Fe Comm Coll

Enter the number of each type of grantee (see attached definitions) directly funded by the State and the amount of Federal and State funding they receive.

Provider Agency * (A)	Total Number of Providers (B)	Total Number of IELCE Providers (C)	Total Number of Sub- Recipients (D)	WIOA Funding		State Funding	
				Total (E)	% of Total (F)	Total (G)	% of Total (H)
Local Educational Agencies							
<b>Public or Private Nonprofit Agency</b>							
Community-based Organizations							
Faith-based Organizations							
Libraries							
<b>Institutions of Higher Education</b>							
Community, Junior or Technical Colleges							
Four-year Colleges or Universities							
Other Institutions							
<b>Other Agencies</b>							
Correctional Institutions							
Other Institutions (non- correctional)							
All Other Agencies							
<b>Other</b>							
Fillable field							
<b>Total</b>							

Instructions for Completing Table 14

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

- In Column (B), report the number of all providers receiving a grant award or contract for instructional services from the eligible agency.
- In Column (C), report the total number of Integrated English Literacy and Civics Education (IELCE) providers receiving a grant award or contract for instructional services.
- In Column (D), report the total number of each entity receiving funds as a sub-recipient. (Entities receiving funds from a grantee as part of a consortium are to be reported in column (D)).
- In Column (F), the percentage is calculated using the following formula: Cell value in Column (E) / Total of Column (E)
- In Column (G), report the total amount of State funds contributed. This amount need not necessarily equal the non-Federal expenditure report on the Federal Financial Report.
- In Column (H), the percentage is calculated using the following formula: Cell value in Column (G) / Total of Column (G)

**\* Provider Agency Descriptions for Table 14**

**Local Educational Agencies** are public boards of education or other public authorities legally constituted within a State for either administrative control or direction of, or to perform a service function for, public elementary schools or secondary schools in a city, county, township, school district, or other political subdivision of a State.

**Community-based Organizations** (CBOs) are private nonprofit organizations of demonstrated effectiveness that are representative of a community or significant segment of a community.

**Faith-based Organizations** (FBO) are non-profit organizations associated with a faith community or multiple faith ministries.

**Libraries** are public state and community funded institutions that offer education and community services in addition to providing access to print, audio-visual and technology resources.

**Community, Junior or Technical Colleges** are public institutions of higher education that offer associate's degree and certificate programs but, with few exceptions, award no baccalaureate degrees.

**Four Year Colleges or Universities** are public or private non-profit institutions of higher education that primarily offer baccalaureate degree programs.

**Other Institution of Higher Education** is a public or private non-profit institution that is not a community, junior, or technical college or a four-year college or university.

**Correctional Institutions** are prisons, jails, reformatories, work farms, detention centers, or halfway houses, community-based rehabilitation centers, or any other similar institutions designed for the confinement or rehabilitation of criminal offenders.

**Other Institutions (Non-Correctional)** are any medical or special institutions not designed for criminal offenders.

**All Other Agencies** include other public (Federal, State, local) agencies not listed in the categories above (e.g. Public Housing Authority).

Other **categories of grantees** (e.g. nonprofit institution not described above, partnership between an employer and any entity above, etc.).



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
	Workforce Innovation and Opportunity Act
WIOA	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
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**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
<i>Co-Located Partners at One-Stop America's Job Centers</i>				
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 <a href="mailto:celina.bussey@state.nm.us">celina.bussey@state.nm.us</a>
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 <a href="mailto:celina.bussey@state.nm.us">celina.bussey@state.nm.us</a>
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 <a href="mailto:celina.bussey@state.nm.us">celina.bussey@state.nm.us</a>
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

<i>Partners Not Co-located at One-Stop - America's Job Centers</i>				
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 <a href="mailto:Mike.Gutierrez@helpnm.com">Mike.Gutierrez@helpnm.com</a>
Adult Basic Education	Dine College Consortium  Luna Community College  NMSU Grants	WIOA title II Adult Education and Family Literacy Act (AEFLA) Program	Nick Evangelista  Rock Ulibarri  Tom McGaghie	<a href="mailto:nick@sagell.org">nick@sagell.org</a>  <a href="mailto:rulibarri@luna.edu">rulibarri@luna.edu</a>  <a href="mailto:tmcgagh@ad.nmsu.edu">tmcgagh@ad.nmsu.edu</a>



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

## **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.

<b>Business Services</b>		
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

<b>Job Seeker Services</b>		
<b><u>Basic Career Services</u></b>	<b><u>Individualized Career Services</u></b>	<b><u>Training</u></b>
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

<b>Youth Services</b>	
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)

- Ensuring open communication with the formal leader(s) in order to facilitate efficient and effective center operations
  - 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) individuals. 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 procedure
- The 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. Section 1352), 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.O. 12549 and 12689) 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.

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 Santa Fe Community College -  
Adult Education

Authorized Signatory Cecilia Cervantes

Position Title President, Santa Fe Community College

Date 4/13/18

Northern Area Local Workforce Development Board

NALWDB Board Chair Floyd E. Archuleta

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

# New Mexico Workforce Connection

**A Proud Partner of the American Job Center Network**

Authority and Signature- *Santa Fe Community College*

- One Completed, signed, and dated Authority and Signature page is required for each signatory official.

By Signing my name below, I *Cecilia Cervantes*, certify that I have read the above information. All of my questions have been discussed and answered satisfactory.

My signature certifies my understanding of the terms outlined herein and agreement with:

☒ The MOU

By signing this document, I also certify that I have the legal authority to bind my agency (outlined below) to the terms of:

☒ The MOU

☒ The Infrastructure Funding Agreement (IFA) – Please note; The Current Resource Sharing Agreement (RSA) will remain in effect until negotiations with each WIOA required partner is complete; prior to January 1, 2018.

I understand that this MOU may be executed in counterparts, each being considered an original, and that this MOU expires either:

- a) In three years,
- b) Upon amendment, modification, or termination, or
- c) On June 30, 2020, whichever occurs earlier.

*Cecilia Cervantes*

*4/13/18*

Signature

Date

*Cecilia Cervantes President*

Printed Name and Title

*Santa Fe Community College*

Agency Name

*6401 Richards Ave. Santa Fe, NM 87508*

Agency Contact Information



**Workforce Connection of Central New Mexico**

809 Copper NE, Albuquerque, NM 87102 | [www.wccnm.org](http://www.wccnm.org) | (505) 247-1750

# New Mexico Workforce Connection

*A Proud Partner of the American Job Center Network*

## **Memorandum of Understanding (MOU)** Between **Workforce Connection of Central New Mexico (WCCNM)** And **America's Job Center Partners**



**Workforce Connection of Central New Mexico**  
809 Copper NE, Albuquerque, NM 87102 | [www.wccnm.org](http://www.wccnm.org) | (505) 247-1750

## **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 Workforce Connection of Central New Mexico (WCCNM) and the American Job Center Partners (Partners) within the counties of Bernalillo, Sandoval, Torrance and Valencia Counties.

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

### **Vision**

*A strong economic environment, growing industries, highly competitive and profitable businesses, skilled and productive workers and growing, thriving communities.*

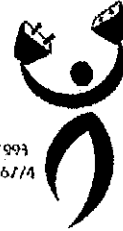
### **Mission**

*To deliver value-added workforce and human resource services that contribute to an economic environment in which Central Area industries are growing, businesses are highly competitive and profitable, workers are skilled and productive, and communities are growing and thriving.*

## System Structure

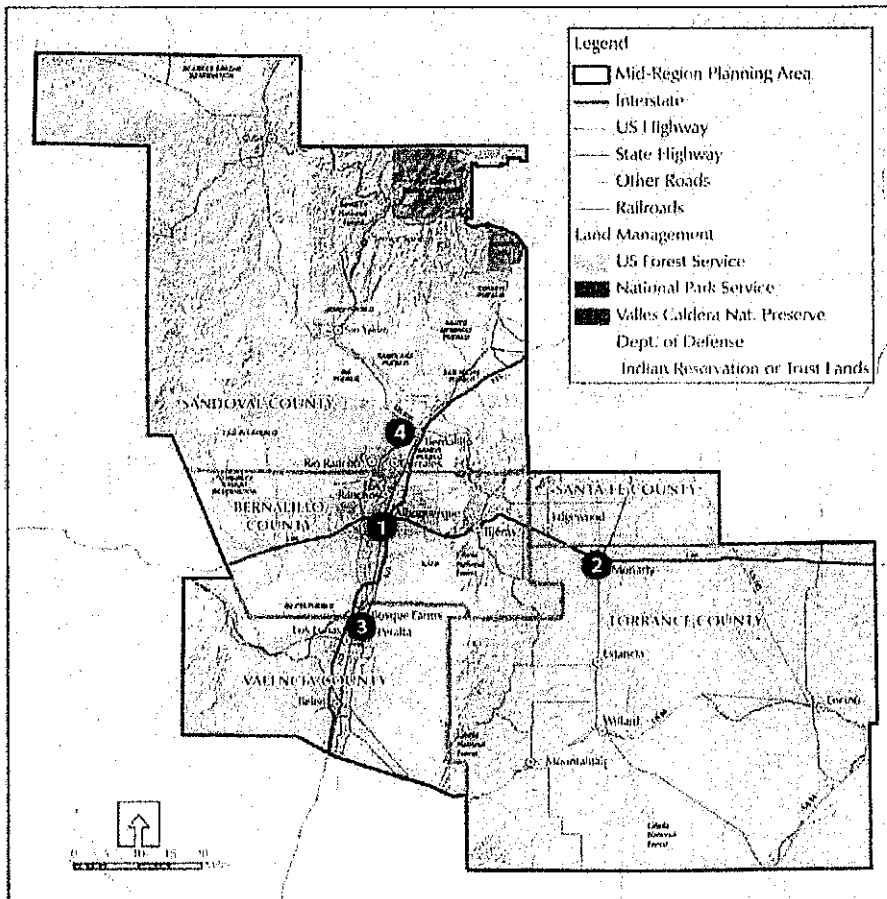
### WCCNM American Job Centers

## Workforce Connection of Central New Mexico



### BUSINESS AND CAREER CENTERS

1. Bernalillo County Office 501 Mountain Road NE | Albuquerque, NM 87102 | P (505) 843-1900 | F (505) 843-1993
2. Torrance County Office 777 Route 66 | Chamber of Commerce Building | Moriarty, NM 87035 | P (505) 832-6774
3. Valencia County Office 428 Los Lentes Rd SE | Los Lunas, NM 87031 | P (505) 212-9115 | F (505) 865-2278
4. Sandoval County Office 301 Rail Runner Ave | Bernalillo, NM 87004 | P (505) 771-2160 | F (505) 771-2541



### Mid-Region Council of Governments

Administrative Entity for the Workforce Connection of Central New Mexico  
809 Copper Ave. NW | Albuquerque, NM 87102 | 505-247-1750

Within the Central Region there is one WIOA comprehensive One-Stop Bernalillo County, three affiliate American Job Centers (AJC) Sandoval, Valencia and Torrance counties. 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 WCCNM 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 all American Job Centers within the Central Area is Monday through Friday 8:00 AM to 5:00 PM

## WCCNM's WIOA Partners

<b><i>Participating (Co-Located) Required Partners</i></b> <b><i>WCCNM's One-Stop America's Job Center</i></b>					
<b>Partner Program</b>	<b>Partner Organization</b>	<b>Authorization / Category</b>	<b>Signatory Official</b>	<b>Contact Information</b>	<b>One-Stop Center</b>
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 <a href="mailto:celina.bussey@state.nm.us">celina.bussey@state.nm.us</a>	Bernalillo  Sandoval  Valencia  Torrance
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 <a href="mailto:celina.bussey@state.nm.us">celina.bussey@state.nm.us</a>	Bernalillo  Sandoval  Valencia (itinerant)
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 <a href="mailto:celina.bussey@state.nm.us">celina.bussey@state.nm.us</a>	Bernalillo
WIOA Adult, Dislocated Worker, and Youth Programs	Mid-region Council of Governments, Workforce Connection of Central NM LWDB	WIOA title I Adult, Dislocated Worker, and Youth Programs – WIOA Act of 2014	WCCNM Board Chair Leslie Sanchez	809 Copper Ave. NW, Albuquerque, NM 87102 505-724-3636 <a href="mailto:leslie@dlenm.org">leslie@dlenm.org</a>	Bernalillo  Sandoval  Valencia  Torrance

Temporary Assistance for Needy Families (TANF)	NM Human Services Dept,	Temporary Assistance for Needy Families (TANF), authorized under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.) <sup>3</sup>	Secretary Brent Earnest	Office of the Secretary P.O. Box 2348 Santa Fe, NM 87504 505- 827-7750 <a href="mailto:brent.earnest@state.nm.us">brent.earnest@state.nm.us</a>	
Temporary Assistance for Needy Families (TANF)	SL Start (service provider)	Temporary Assistance for Needy Families (TANF), authorized under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.) <sup>3</sup>	Lisa Roberts, EVP of Operations & Workforce Services	5709 W Sunset Hwy, Suite 100, Spokane WA 99224 208.329.0723 <a href="mailto:lroberts@slstart.com">lroberts@slstart.com</a>	Bernalillo
Innovate + Educate	Innovate+Educate	Additional Partner	Jamai Blivin, CEO	228 Griffin Street Santa Fe, NM 87501 (505) 629-7071 <a href="mailto:jamai.blivin@innovate-educate.org">jamai.blivin@innovate-educate.org</a>	Bernalillo
Graduate Abq!	United Way of Central NM	Additional Partner	Ed Rivera, President/CEO	2340 Alamo Ave. SE, Suite 200, Albuquerque, NM 87106 505-247-3671 <a href="mailto:Ed.rivera@uwcnm.org">Ed.rivera@uwcnm.org</a>	Bernalillo
Tech-Hire NM	Workforce Connection of Central NM	TechHire Partnership Grants: FOA-ETA-16-01	WCCNM Board Chair Leslie Sanchez	809 Copper Ave. NW, Albuquerque, NM 87102 505-724-3636 <a href="mailto:leslie@dlenm.org">leslie@dlenm.org</a>	Bernalillo
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	Joe D. Cordova, Executive Director	435 St. Michael's Dr. Bldg. D Santa Fe, NM 87505 505-954-8500 800-224-7005	Bernalillo
Job Corps	Job Corps	Job Corps, WIOA Title I, Subtitle C	Vicki Wilkins, Center Director	1500 Indian School Rd. NW Albuquerque, NM 87104 505-222-4100 <a href="mailto:Wilkins.Vicki@jobcorps.org">Wilkins.Vicki@jobcorps.org</a>	Bernalillo

***Non-Participating Required & Additional Partners (Not Co-located)***  
***WCCNM's One-Stop - America's Job Center***

<b>Partner Program</b>	<b>Partner Organization</b>	<b>Authorization / Category</b>	<b>Signatory Official</b>	<b>Contact Information</b>
Unemployment Insurance Reemployment Services and Eligibility Assessment  <b>Client Access by Computer and Telephone</b>	NM Dept. of Workforce Solutions	Budget Control Act, 2016, WIOA Act of 2014, Unemployment Insurance Program Letter 19-15  <b>Required Partner</b>	Secretary Celina Bussey	PO Box 1928 Albuquerque, NM 87103-1928 505-841-8912 <a href="mailto:celina.bussey@state.nm.us">celina.bussey@state.nm.us</a>
Rio Metro Regional Transit District, New Mexico Job Access Program	Rio Metro Regional Transit District	<b>Additional Partner</b>	Terry Doyle, Director RMRTD	809 Copper Ave. NW Albuquerque, NM 87102 505-843-1701 <a href="mailto:tdoyle@mrco-nm.gov">tdoyle@mrco-nm.gov</a>
Senior Community Service Employment Program Set-Aside Grantees	NICOA, National Indian Council on Aging	Senior Community Service Employment Program Set-Aside Grantees  <b>Required Partner</b>	Randella Bluehouse, Executive Director	8500 Menaul Blvd NE, Suite B-470 Albuquerque, NM 87112 505-292-2001 <a href="mailto:rbluehouse@nicoa.org">rbluehouse@nicoa.org</a>
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.)  <b>Required Partner</b>	Mary Best, President/CEO	5000 San Mateo Blvd. NE Albuquerque, NM 87109 505-881-6140 <a href="mailto:mbest@goodwillnm.org">mbest@goodwillnm.org</a>
National Farmworker Jobs Program Employment and Training Grants	Help – New Mexico	National Farmworker Job Program (NFJP) WIOA Sec. 167  <b>Required Partner</b>	Michael Gutierrez, Chief Executive Officer	5101 Copper Ave NE Albuquerque, NM 87108 505-766-4918 <a href="mailto:Mike.Gutierrez@helppnm.com">Mike.Gutierrez@helppnm.com</a>
<b>Youth Build</b>	Youth Development Inc	YouthBuild Grants: SGA-DFA-PY-13-04  <b>Required Partner</b>	Dr. Diego Gallegos, President/CEO	518 1st Street NW Albuquerque, NM 87102 505-212-7442 <a href="mailto:dgallegos@ydnm.org">dgallegos@ydnm.org</a>
Adult Basic Education	Adult Education Albuquerque GED	WIOA title II Adult Education and Family Literacy Act (AEFLA) Program  <b>Required Partner</b>	Gloria Rael, Executive Director	c/o Trumbull Family Resource Center 419 Pennsylvania St. SE, Albuquerque, NM 87108 505-980-2129 <a href="mailto:gloria@abqged.org">gloria@abqged.org</a>

Adult Basic Education	Adult Education Catholic Charities	WIOA title II Adult Education and Family Literacy Act (AEFLA) Program  <b>Required Partner</b>	James Gannon, CEO	2010 Bridge Blvd. SW Albuquerque, NM 87105 505-724-4601 <a href="mailto:gannonj@ccasnm.org">gannonj@ccasnm.org</a>
Adult Basic Education	Adult Education Central New Mexico Community College – CN	WIOA title II Adult Education and Family Literacy Act (AEFLA) Program  <b>Required Partner</b>	Wanda Helms, CNM Controller	Business Office 525 Buena Vista SE Albuquerque, NM 87106 505-224-3457 <a href="mailto:whelms@cnm.edu">whelms@cnm.edu</a>
Adult Basic Education	Adult Education Santa Fe Community College	WIOA title II Adult Education and Family Literacy Act (AEFLA) Program  <b>Required Partner</b>	Letty Naranjo, Director	Adult Education 6401 Richards Ave. Santa Fe, NM 87508 505-428-1330 <a href="mailto:Letty.naranjo@sfcc.edu">Letty.naranjo@sfcc.edu</a>
Adult Basic Education	Adult Education Southwestern Indian Polytechnic Institute	WIOA title II Adult Education and Family Literacy Act (AEFLA) Program  <b>Required Partner</b>	Sherry Allison, President	9169 Coors Blvd. NW Albuquerque, NM 87120 505-792-2976 <a href="mailto:sherry.allison@bie.edu">sherry.allison@bie.edu</a>
Adult Basic Education	Adult Education UNM- Los Alamos	WIOA title II Adult Education and Family Literacy Act (AEFLA) Program  <b>Required Partner</b>	Dr. Cynthia J. Rooney, Chief Executive Officer	4000 University Dr. Los Alamos, NM 87544 505-669-3400 <a href="mailto:gbaca@unm.edu">gbaca@unm.edu</a>
Adult Basic Education	Adult Education UNM-Valencia	WIOA title II Adult Education and Family Literacy Act (AEFLA) Program  <b>Required Partner</b>	Dr. Alice Lettney, Chief Executive Officer	280 La Enbtradam Los Lunas, NM 87031 505-925-8540 <a href="mailto:alichel@unm.edu">alichel@unm.edu</a>
Central New Mexico Community College	Carl's Perkins Act	Career and technical education (CTE) programs at the postsecondary level, authorized under the Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2301 et seq.)  <b>Required Partner</b>	Sharon Gordon-Moffett Director, Service Learning & Carl D. Perkins Grant  Central New Mexico Community College	10549 Universe Blvd. NW Albuquerque, NM 87114 505-224-3068 <a href="mailto:sgordon@cnm.edu">sgordon@cnm.edu</a>
Community Services Block Grant Act (CSBG)  <i>Bernalillo, Sandoval and Torrance Counties</i>	New Mexico Department of Human Services	Employment and training activities carried out under the Community Services Block Grant Act (CSBG) (42 U.S.C. 9901 et seq.)	Brent Earnest, Secretary   Help NM	Office of the Secretary P.O. Box 2348 Santa Fe, NM 87504 505-827-7750 <a href="mailto:brent.earnest@state.nm.us">brent.earnest@state.nm.us</a>



		<b>Required Partner</b>	Michael Gutierrez, Chief Executive Officer	5101 Copper Ave NE Albuquerque, NM 87108 505-766-4918 <a href="mailto:Mike.Gutierrez@helpnm.com">Mike.Gutierrez@helpnm.com</a>
Ticket to Work	Adelante of NM	Ticket to work and self-sufficiency program [116]  Sec. 1148. [42 U.S.C. 1320b-19] (a) In General  <b>Additional Partner</b>	Mike Kivitz, CEO	3900 Osuna Rd. NE Albuquerque, NM 87109 505-341-2000 <a href="mailto:kswilliams@goadelante.org">kswilliams@goadelante.org</a>
Pueblo	Santo Domingo	<b>Required Partner Exempt from mandatory contribution</b>	Robert B Coriz, Governor	P.O. Box 99 Santo Domingo Pueblo, NM 87052 505-465-2214 <a href="mailto:RBCoriz@kewa-nsn.us">RBCoriz@kewa-nsn.us</a>
Pueblo	Isleta	<b>Required Partner Exempt from mandatory contribution</b>	J. Robert Benavides, Governor	P.O. Box 1270 Isleta Pueblo, NM 87022 505-869-3111 <a href="mailto:poigov@isletapueblo.com">poigov@isletapueblo.com</a>
Pueblo	Zia	<b>Required Partner Exempt from mandatory contribution</b>	Carl B. Schildt, Governor	135 Capitol Square Dr. Zia Pueblo, NM 87053 505-867-3304 <a href="mailto:governor@ziapueblo.org">governor@ziapueblo.org</a>
Pueblo	Santa Ana	<b>Required Partner Exempt from mandatory contribution</b>	Lawrence Montoya, Governor	2 Dove Road Santa Ana Pueblo, NM 87004 505-867-3301 <a href="mailto:governor@santaana-nsn.gov">governor@santaana-nsn.gov</a>
Pueblo	Sandia	<b>Required Partner Exempt from mandatory contribution</b>	Malcom Montoya, Governor	481 Sandia Loop Bernalillo, NM 87004 505-867-3317 <a href="mailto:sparkinson@sandiapueblo.nsn.us">sparkinson@sandiapueblo.nsn.us</a>
Pueblo	Cochiti	<b>Required Partner Exempt from mandatory contribution</b>	Eugene Herrera, Governor	P.O. Box 70 Cochiti Pueblo, NM 87072 505-465-2244 <a href="mailto:es_herrera@pueblodecochiti.org">es_herrera@pueblodecochiti.org</a>
Pueblo	San Felipe	<b>Required Partner Exempt from mandatory contribution</b>	Anthony Ortiz, Governor	P.O. Box 4339 San Felipe Pueblo, NM 87001 505-867-3381 <a href="mailto:ssandoval@sfpueblo.com">ssandoval@sfpueblo.com</a>
Pueblo	Jemez	<b>Required Partner Exempt from mandatory contribution</b>	Joseph A. Toya, Governor	P.O. Box 100 Jemez Pueblo, NM 87024 505-834-7359 <a href="mailto:Joseph.a.toya@jemezpuablo.org">Joseph.a.toya@jemezpuablo.org</a>

## **TERMS and CONDITIONS**

### **Services**

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

<b>Business Services</b>		
Serve as a single point of contact for businesses, responding to all requests in a timely manner	Provide information of services related to Unemployment Insurance taxes and claims	Assist with disability and communication accommodations, including job coaches
Conduct outreach regarding Local workforce system's services and products	Conduct on-site / off-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 & Business Development 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

<b>Job Seeker Services</b>		
<b><u>Basic Career Services</u></b>	<b><u>Individualized Career Services</u></b>	<b><u>Training</u></b>
Outreach, intake and orientation to the information, services, programs, tools and resources available through the Local workforce system	Comprehensive and specialized assessments of skills levels and service needs	Occupational skills training through Individual Training Accounts (ITAs)
Initial assessments of skill level(s), aptitudes, abilities and supportive service needs	Development of an individual employability development plan to identify employment goals, appropriate achievement objectives, and appropriate combination of services for the customer to achieve the employment goals	Adult education and literacy activities, including English language acquisition (ELA), provided in combination with the training services described above
Job search and placement assistance (including provision of information on in-demand industry sectors and occupations and non-traditional employment	Referral to training services	On-the-Job Training (OJT)
Access to employment opportunity and labor market information	Group 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

<b>Youth Services</b>	
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**

### **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)**

The CEO'S for the WCCNM will:

- In Partnership with the WCCNM 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 WCCNM and their Partners;

- Approve the WCCNM'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 WCCNM to oversee the operations of the Central Region's American Job Center network.

## **WCCNM**

The Workforce Connection of Central New Mexico's Workforce Development Board ensures the workforce-related needs of employers, workers, and job seekers in the Central Area are met, to the maximum extent possible with available resources. The WCCNM will:

- In Partnership with the CEO's and other applicable Partners within the Central Area, develop and submit a single regional plan that includes a description of the activities that shall be undertaken by WCCNM 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 WCCNM - 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; and
  - A competitively procured one-stop operator.
- In collaboration with the CEO's, designate 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;
- Assist the one-stop operator recruit operational Partners and negotiate MOUs with new Partners;
- Leverage additional funding for the WCCNM's American Job Center network to operate and expand one-stop customer activities and resources; and
- Review and evaluate performance of the WCCNM and one-stop operator.

### **One-Stop Operator**

The role of the One-Stop Operator is equivalent to a managing partner of the workforce system. In this role, the Operator facilitates the identification of opportunities, challenges, and issues to be addressed at the local level to ensure effective and quality service delivery. The Operator works with all partners working with the WCCNM's American Job Centers to coordinate effective strategies and systems necessary to build and sustain a cohesive, seamless service delivery system that engages all agencies and organizations at a systems level. Partners, including state staff, are fully integrated into the framework and everyone participates in planning, goal setting and implementation of activities necessary to ensure a seamless operation. The Operator is primarily responsible for developing these partnerships, engaging in system approaches focused on shared decision making, collaborative problem solving, and collective impact approaches.

Responsibilities may include:

#### **Community and Partnership Development**

1. Establish and sustain relationships with WCCNM's American Job Center partners with a focus on creating opportunities to engage in shared planning, visioning, continuous improvement, and program outcomes and evaluation.
2. Ongoing identification and development of community partners to engage in workforce systems activities that lead to improvements in community awareness or engagement in workforce development strategies; and enhanced interest in organizations and businesses to use WCCNM's American Job Center services.
3. Support the implementation of continuous quality improvement approaches and methodologies to enhance the system effectiveness. Examples include, but are not limited to: adoption of change principles to directly enhance flow of service delivery, improve customer, and staff satisfaction; increased administrative efficiencies or improved funding leverage, youth friendly and youth engaged approaches, and inclusion of individuals with disabilities across all programs.
4. Identify and coordinate capacity building activities to improve the effectiveness and performance of partners working with and within the WCCNM's American Job Center; including youth services and programs for individuals with disabilities.
5. Facilitate opportunities for shared learning and training.

6. Promote the WCCNM's American Job Center programs broadly; educate local community, agencies, and organizations about the partners and programs available.
7. Convene regular meetings of all partner agencies and organizations to support full engagement and share leadership in the organizing and developing of ongoing activities and processes; including youth services and programs for individuals with disabilities.
8. Actively engage in opportunities to share leadership with all partners by creating opportunities to report, present, and share activities, such as through local board and committee meetings, community forums, and other appropriate settings.
9. Provide for conflict management and dispute resolution when issues arise between partner organizations.

#### Implementation and Compliance

1. Provide guidance and leadership to ensure WCCNM's American Job Center policies and procedures are clearly communicated and followed.
2. Provide guidance and leadership to ensure compliance with all Federal regulations related to WIOA, state and local policies are implemented accordingly. Additionally, ensure provisions of the U. S. Department of Labor Statement 29 CFR 38 Implementation of Nondiscrimination and Equal Opportunity are understood and followed.
3. Provide guidance and leadership to partners and staff to ensure full coordination of services across all programs are implemented effectively; with quality and assurances necessary to eliminate or minimize duplication.
4. Provide guidance and leadership to partners and staff to ensure services and programs are accessible for people with disabilities; create opportunities to engage in learning about best practices and approaches to serve people with disabilities.
5. Provide guidance and leadership to all partners and staff to ensure services and programs for youth follow best practices in youth engagement and positive youth development.
6. Create a systemic process that supports partner ownership and adoption of effective shared practices necessary to support customers and businesses, including but not limited to co-enrollment, common intake, referral, case management, client performance, and business services.
7. Works collaboratively with WCCNM's American Job Center partners to develop a robust system of training to support staff and seeks opportunities for shared learning and training; Assures WCCNM's American Job Center partners receive training in all services available through the workforce system, including UI.

#### Business Services

1. Coordinate with partner agencies/organizations on strategies to develop, offer, and deliver quality business services that assist specific businesses and industry sectors in overcoming the challenges of recruiting, retaining, and developing talent for the regional economy.

2. Address immediate and long term skilled workforce needs of in-demand industries and critical skill gaps within and across industries.
3. Provide oversight for the job posting information from businesses to the statewide employment database and assist employers who prefer to enter data directly.
4. Coordinate a process with WCCNM's American Job Center staff on best practices to support effective screening and recruiting of candidates for job openings for area employers.
5. Implement effective activities to respond to employers' requests including the coordination of activities such as interview space, job fairs, and other services available within the WCCNM's American Job Center.
6. Coordinate with partners to organize and implement local Rapid Response services for workers who have or will be dislocated from their jobs due to a business or plant closure, a major employer downsizing, or natural disasters.
7. Collaborate with system partners to facilitate and collectively participate in special projects such as job fairs, business driven workshops, and be responsible for communicating employers' needs to the WCCNM's American Job Center partners.

Specific activities include:

- Facilitate the daily operations of the WCCNM's American Job Centers by coordinating service delivery among partners and staff;
- Manage partner responsibilities as defined in MOUs;
- Facilitate WCCNM's American Job Center staff/partner development;
- Oversee and ensure performance and continuous quality improvement activities;
- Handle EEO responsibilities, customer complaints, and ensure accessibility as outlined in local, state and federal guidance;
- Implement board policy;
- Facilitate the development of reports and presentations to WCCNM focused on partnership engagement, workforce development operations, performance accountability, and continuous improvements and other reports as required;
- Coordinate the integration and collaboration of all WCCNM's American Job Center partners/staff to ensure a seamless and streamlined system for customers and businesses;
- Collaborate with WCCNM, partners, and staff to ensure businesses and the public are aware of all services available through the career centers and information is provided for accessing these services;
- Assure the WCCNM's American Job Center comply with all required customer support and information as required under local, state and federal regulations;
- Collaborate with partners to facilitate and participate in special projects such as job fairs, business driven workshops, and be responsible for communicating employers' needs to the Workforce Connection Center partners;
- Convene regular meetings of the Workforce WCCNM's American Job Center staff and partners as required by local, state and federal regulations; and
- Other duties as outlined by local, state and federal regulations for the One-Stop Operator

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 of the WCCNM. WCCNM 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 of 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; and
- 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 WCCNM's American Job Center network only after the informed written consent of the individual has been obtained, where required;
- Customer data will be kept confidential, consistent with Federal and State privacy laws and regulations; and.
- 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)).

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 WCCNM 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 WCCNM 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; and

- 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 WCCNM American Job Centers and all Partner agencies is essential to meeting the requirements and goals of the WCCNM 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 WCCNM 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 and collaborate with the WCCNM 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 policies 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 WCCNM'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 WCCNM's American Job Centers. The WCCNM 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 WCCNM 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 pathways;
- 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; and
- 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 WCCNM 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 an 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 WCCNM Board Chair (or designee) and all Parties to the MOU regarding the conflict within 10 business days;
- The WCCNM Board Chair (or designee) shall place the dispute on the agenda of a special meeting of the Local WDB's Executive Committee. 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 procedure;
- The Executive Committee must provide a written response and dated summary of the proposed resolution to all Parties of the MOU; and
- The WCCNM Board Chair (or designee) will contact the petitioner and the appropriate Parties to verify that all are in agreement with the proposed resolution.

### **Monitoring**

The WCCNM, 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; and
- 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 WCCNM 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 WCCNM or the one-stop operator.

### **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. Section 1352), 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.O. 12549 and 12689) 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 New Mexico. All Parties shall comply with all applicable Federal and State laws and regulations, and Local laws to the extent that they are not in conflict with State or Federal requirements.

### **Steps to Reach Consensus**

#### **1. Notification of Partners**

The WCCNM 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. Kickoff Meeting**

The WCCNM Board Chair (or designee) is responsible for convening all required and optional American Job Center Partners to formally kick-off negotiations, and to ensure that, at a minimum, all American Job Center Partners from all counties within the Central Area are appropriately represented. The kickoff meeting should take place no later than within four (4) weeks of notification as it must be hosted in a timely manner to allow for all steps to be conducted in good faith and in an open and transparent environment.

At the kickoff meeting, the WCCNM Board Chair (or designee) must provide a detailed review of all relevant documents, facts, and information and ensure all Parties have sufficient time to ask questions or voice concerns and are fully aware of expectations and the overall process.

#### **3. Negotiations**

Over the course of the four (4) weeks following the formal kickoff meeting, Partners must submit all relevant documents to the WCCNM 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.

#### **4. Draft MOU**

WCCNM Board Chair (or designee) must email a complete draft of the MOU to all Parties once all Partners have reviewed and agree to the MOU.

#### **5. Review and Comment**

Within three (3) weeks of receipt of the draft MOU, all Parties must review and return feedback to the WCCNM 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 WCCNM Board Chair (or designee) to ensure all American Job Center Partners to the MOU are aware of the comments and revisions that are needed.

#### **6. Finalized Draft**

The WCCNM 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 WCCNM 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 WCCNM 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 WCCNM 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 WCCNM, wherein the new party assumes all of the rights and

obligations of the original party. Upon execution, the WCCNM 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 WCCNM Board Chair (or designee) must ensure that the process in the Dispute Resolution section is followed.

### **3. Signatures**

The WCCNM 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 WCCNM 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; and
- A party breaches any provision of this MOU and such breach is not cured within thirty (30) days<sup>15</sup> after receiving written notice from the WCCNM 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 WCCNM'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; and
- Ensures that costs are appropriately shared by WCCNM's American Job Center Partners by determining contributions based on the proportionate use of the one-stop centers and relative benefits received. This requires 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 WCCNM's American Job Center network. It includes the following cost categories, as required by WIOA and its implementing regulations:

- Infrastructure costs (also separately outlined in the Infrastructure Funding Agreement (IFA),
- Career services, and
- 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.

***The Operating Budget/ Infrastructure Funding Agreement (IFA) will be negotiated and finalized on or before January 2018 with the current Resource Sharing Agreement (RSA) remain in effect until then. Note: Signatures for the MOU and the IFA will be separate and the MOU and IFA is to be negotiated individually.***



# New Mexico Workforce Connection

*A Proud Partner of the American Job Center Network*

## **WCCNM One-Stop Operating Budget**

### **Infrastructure Funding Agreement**

#### **Santa Fe Community College – Adult Basic Education**



**Workforce Connection of Central New Mexico**

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## **WCCNM ONE-STOP OPERATING BUDGET**

The One-Stop Operating Budget is used to establish estimated annual costs for the WCCNM's American Job Center's operations. These costs are to fund services and operations, and are shared amongst the partners. The parties to this MOU agree that joint funding is necessary for the efficient operation of an integrated service delivery system.

The goal of the operating budget is to develop a local 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 Central Area;
- Reduces duplication and maximizes program impact through the sharing of services, resources, and technologies among partners;
- Reduces overhead costs for any one partner by streamlining and sharing financial, procurement, and facility costs; and;
- Ensures that costs are appropriately shared by WCCNM'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 WCCNM and its Partners consider this one-stop operating budget the master budget that is necessary to maintain the WCCNM's American Job Center One-Stops. It includes the following cost categories and estimated annual amounts:

### **Infrastructure / Facilities Cost**

Infrastructure costs will be allocated to co-located partners primarily on a square foot basis other than internet and telephone by number of connections and Welcome Desk services that is based upon clients served. Required partners that are non-participating partners (not co-located) will contribute a proportionate share of costs based upon relative benefit (number of potential clients served versus total individuals served). The following are the infrastructure cost categories and estimated annual costs:

Building Lease  
Utilities/refuse

Building Maintenance  
Property Contents Insurance  
Internet  
Telephone  
One-Stop Administrative Support  
Copier Lease and Supplies  
Postage Meter Rental  
Office Supplies  
IT Maintenance & Support  
Janitorial-Maintenance

**Additional Costs (allocated to participating partners)**

**Shared Costs:**

Software  
One-Stop Management  
Copier Lease and Supplies  
Postage Meter Rental  
Office Supplies  
Supplies  
Printed Materials  
Postage (based on usage)

**Career Services Costs:**

Welcome Desk Support

All costs included within the Operating Budget are allocated according to Partners' proportionate use and potential relative benefits received. The estimated costs will be established each year based on annual budgets and all cost considerations and are to be reconciled on a quarterly basis against actual costs incurred and invoiced to each partner accordingly.

Partners identified within the Memorandum of Understanding (MOU) between Workforce Connection of Central New Mexico (WCCNM) and America's Job Center Partners physically co-located in the WCCNM's one-stop center(s) are described on Page 5 of the MOU - WIOA One-Stop Partners. These partners are designated as "Participating Required Partners and Additional Partners" which are physically present within the Bernalillo County Comprehensive One-Stop. Costs for the operation of the one-stop is allocated based upon square footage occupied also by

usage for telephones and internet connections, number of positions for shared costs, and number or clients served for career services.

Other partners designated as "Non-Participating Required Partners" – identified on Page 7 of the MOU, must contribute to the Infrastructure Funding Agreement. Partners identified as non-participating may provide access via the one-stop via automated online systems or telephone customer service with resources available within the one-stop Resource Room or dedicated telephone lines. The WCCNM's Welcome Desk staff are cross-trained on available online partner services or referred by program staff for client services.

All non-participating partner programs, excluding Native American Programs, must contribute to the cost of infrastructure for the WCCNM Comprehensive One-Stop located in Bernalillo County. Non-participating program customers use the WCCNM's American Job Center network to access services such as:

#### **Santa Fe Community College - Adult Basic Education**

- Using resource room computers to conduct work searches and access employment information;
- Using resource room staff assistance for the above services and for general employment and career information;
- Assessments of skill level, aptitudes, abilities and supportive service needs;
- Comprehensive and specialized assessments;
- Using other resource room equipment such as copiers, scanners, fax machines, or assistive technology for individuals with disabilities;
- Obtaining labor market information;
- Employment service career counseling;
- Referral to job openings;
- Work readiness training;
- Referral and access to training services
  - Skills Training
  - On-the-Job Training
- Access to and notification of employment events sponsored by the WCCNM's Bernalillo County One-stop American Job Center;
- Collaboration on workforce related activities.

The One-Stop within Sandoval County is considered an affiliate center versus a comprehensive one-stop. Therefore, contributions are not required from Santa Fe Community College - Adult Basic Education program & Carl D. Perkins associated programs.