



State of New Mexico

Annual Program Report Cover Page

Program Name: the ARK project
Institution or Organization: Diné College

Address: 1228 Yucca Street – PO Box 580
City: Shiprock
County: San Juan
Zip: 87420
Main Phone: (505) 368-3629
Fax: (505) 368-3620
Website: www.dinecollege.edu, www.sagell.org

Fiscal Year: 2018-2019

Submission Date: August 13, 2019

Program Director, Manager, or

Coordinator Name: Thomas Bennett

Contact Information: Phone: (505) 368-3629

Email: tbennett@dinecollege.edu

Alternate Contact Name: Nick Evangelista

Contact Information: Phone: (505) 728-0844

Email: nick@sagexl.org

A handwritten signature in cursive script, appearing to read "Charles M. Roessel".

Signature of the Chief Executive Officer or Designee

8/13/19
DATE

Dr. Charles M. Roessel, President

Typed Name and Title:

Section I. Program Narrative Report

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

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

Priority Goal 1) Increase academic performance level gains, entrance into jobs and continued education while expanding the opportunity for communities, families and individuals to participate

- a) Yes, we accomplished this priority goal and experienced:

1. a 10.3% increase 'Percentage Achieving Measurable Skill Gain' over last fiscal year for individuals who 'Achieved at Least One Education Functioning Level Gain'
2. an 11.3% increase 'Percentage of Periods of Participation with Measurable Skill Gains'

- b) Yes, we are satisfied with our:

1. 44.7% grand total gain for individuals with Education Functioning Level Gains in ELA. We will aim at an 80% EFL level gain to report on our mid-year report.
2. 76.5% grand total gain for individuals with Education Functioning Level Gains in Mathematics. We will aim at an 80% level gain to report on our mid-year report.
3. level 2 – 95.2% level gain between pre and post testing in mathematics.
4. 55.7% level gain between pre and post testing in ELA, however, will strive toward 80% for the mid-year report.
5. level 3 - 80% level gain between pre and post testing in mathematics and will strive to sustain this % or higher

- c) No, we are not satisfied with the level 2 - 28.6% level gain between pre and post testing in ELA. We will strive for an 80% level gain to report on our mid-year report.

For the academic course work that some of our locations are implementing for our Adult Learners we ask the student to aim at 80% competency or higher. This earns them a certificate in the course, they move on to a more difficult level course. In addition to moving through the course work logically students first aim at point gains, then Education Functioning Level gains should and eventually entering the High School Equivalency test cycle. Lower than an 80% competency indicates that they should repeat the course. We expect the 80% benchmark of our students and as Adult Learners ourselves we expect the same for all of us.

The following chart is a more comprehensive illustration of the comparison of accomplishments between the two years of operation of the Consortia.

PROGRAM PERFORMANCE DATA BASED ON TABLE 4

	Total Number Enrolled	Total Attendance Hours for All Participants	Number who Achieved at Least One Education Functioning Level Gain	Number who Attained a Secondary School Diploma or its Equivalent	Number Separated Before Achieving Measurable Skill Gains	Number Remaining in Program without Measurable Skill Gains	Percentage Achieving Measurable Skill Gains	Total Number of Periods of Participation	Total Number of Periods of Participation with Measurable Skill Gains	Percentage of Periods of Participation with Measurable Skill Gains
FY 2018-2019	AE Total	12820.5	73	35	38	18	65.9%	167	110	65.9%
	ESL Total	0	0	0	0	0	0	0	0	0
	Grand Total	12820.5	73	35	38	18	65.9%	167	110	65.9%
FY 2017-2018	AE Total	16402	58	31	18	53	55.6%	163	89	54.6%
	ESL Total	0	0	0	0	0	0	0	0	0
	Grand Total	16402	58	31	18	53	55.6%	163	89	54.6%

d) Yes, we have expanded opportunities for additional communities, families and individuals to participate, we have:

- created a new position category, Community Learning Resource Liaison, people within the community, working with and for the community. There is the argument in Adult Education that all or most AE instructors be full-time employees, this situation presents an exception. The CLRL position is designed as an internship, not a career position. It is a trained facilitator position, mutually beneficial to all. The CLRL is in effect an apprentice, learning while producing a desired product – in this case a better informed/educated community member. The CLRL is an individual in the process of completing their own educational goal, obtaining certification or a degree helping fulfill their career interest. It is not meant to be their career interest. The AE schedule can be flexible accommodating both Adult Learners: the AE students and the college student. This situation, while benefitting the CLRL and AE student is cost-effective allowing the potential to reach out to more communities as well as a greater potential for sustainability.
- expanded technology utilizing the coolpad surf overcoming 90% of the obstacle of non-existing or limited internet/WiFi in impacted areas allowing for the use of online distance learning including Edmentum, TC publications and coursework through Google Classroom, live-stream instruction and the investigative research necessary through search engines
- made laptops and iPads available for enhanced instruction to individuals in impacted areas
- implemented live-stream instruction available to all our locations where internet or the coolpad surf is functional
- implemented a procedure with greater potential for sustainability in remote communities

e) No, we have not been as successful as we had hoped to convince interested people, those needing our services, to participate in the program citing the following reasons as stated to our staff:

- previous negligence and bad experiences on the part of the conventional K – 12 educational system
- bad experiences related to predator high school equivalency programs, stationary and online, not affiliated with appropriate governing state oversight departments
- indoctrination by intolerant fundamentalist church groups based on the belief that traditional Native Lifestyle is evil undermining individual and collective identity and self-esteem while reinforcing existing oppression related complications

The following chart is first time use that mostly indicates we are on target. However, we need to explore options for improvement in the last column J, 'Percentage Achievement EFL Gain by Transition to Post-Secondary Education'. We are hopeful that our course titled, Transition – will be helpful to our Adult Learners in helping themselves and our program by populating this table.

NRS Table 4A: Educational Functioning Level Gain

NRS

18 - 19

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	2	1	50.0%	1	50.0%	0	0.0%	0	0.0%
ABE Level 2	21	6	28.6%	20	95.2%	0	0.0%	0	0.0%
ABE Level 3	40	23	57.5%	32	80.0%	0	0.0%	0	0.0%
ABE Level 4	20	8	40.0%	11	55.0%	0	0.0%	2	10.0%
ABE Level 5	1	0	0.0%	1	100.0%	0	0.0%	0	0.0%
ABE Level 6	1	0	0.0%	0	0.0%	0	0.0%	0	0.0%
Grand Total	85	38	44.7%	65	76.5%	0	0.0%	2	2.4%

Priority Goal 2) Strategize and implement greater inclusion of career pathways into AE activities

- a. Yes, Consortia partners are most pleased with our progress in this area as indicated in the Career Pathways component of this report. We refer the readers to that component of this report for detailed information.

Priority Goal 3) Maintain a consortium:

- b. Throughout FY 17-18 & 18-19 Diné College, the Tepeyac Consortium and the Pueblo of Zuni Education and Career Development Center operated as a consortia for the purpose of delivering AEFLA services to the Pueblo of Zuni, New Mexico side of the Navajo Nation (Eastern, Shiprock and Fort Defiance Agencies – San Juan, Mc Kinley, and Sandoval Counties in respect to the Navajo Nation and Cibola County in respect to the Pueblo of Zuni) as well as surrounding communities and individuals where or when services are not available
- c. This is a priority goal in order to continue to offer services to communities where otherwise they would not be available.
- d. The similarities and differences of a four-year college, community-based organization and a one-stop continues to evolve for the benefit of the communities and Adult Learners served
- e. There is on-going progress toward the resolution of operational differences and philosophical attitude (college, CBO and One-Stop). These were anticipated and are handled easily as they arise mainly due to all partners understanding the scope and importance of the challenge as described in the April 2017 proposal while having a vested interest in the success of the consortia project for the greater good of all served. However, the fiscal arrangement is taking longer to stabilize but we have support in working through this from the Diné College Adult Education program and Student Success department.

- 1) 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?

These collaborations have supported our consortia program goals by providing facility access for instruction at no cost to the consortia.

Consortia Partners and Collaborating Partners:

- ❖ **Diné College Shiprock Campus**, four-year college, **Shiprock**
(90 miles, RT 491, directly north of Gallup, NM)
 - *Full-time Learning Center*
 - ✓ Diné College, Shiprock Campus (30' x 50')
 - *Part-time Learning Center*
 - ✓ San Juan College, Kirtland Campus (25' x 25')
(20 minutes east of Shiprock)
- ❖ **Zuni Education and Career Development Center (ZECDC)**, One stop, **Pueblo of Zuni**
(45 miles, RT 602, directly south of Gallup, NM)
 - *Full-time Learning Center*
 - ✓ Adobe Center, downtown Zuni (30' x 50')
 - *Part-time Learning Center*
 - ✓ Lakeside Community Center (30' X 30')
Zuni Housing Authority, east Zuni
- ❖ **Tepeyac Consortium, Inc.**, Community Based Organization, **Yah-Ta-Hey**
(10 miles, RT 491, directly north of Gallup, NM)
 - *Full-time Learning Centers*
 - ✓ Chee Dodge Elementary School, Yah-Ta-Hey (30' x 50')
(10 miles, north of Gallup), portables 29 & 28
 - ✓ Diné College Crownpoint Campus (25' x 25'), (20' x 25')
(60 miles north east of Gallup), classroom #2, Computer Lab, Lobby
 - *Part-time Learning Centers*

- ✓ Cliffside Apartment Complex, Community Room, central Gallup (30' x 50')
- ✓ Pueblo Pintado Chapter, Pueblo Pintado (45 miles east of Crownpoint)(10' x 15')
- Host Facility locations for instructors and students to meet by appointment
 - ✓ La Carreta Restaurant, east Gallup (60' x 60')
 - ✓ Gallup Community Pantry, north side Gallup (25' x 25')
 - ✓ Gallup Children's Library, downtown Gallup (10' x 10')
 - ✓ Camille's Café, downtown Gallup (10' x 10')
 - ✓ Lota Burger Restaurant, east Gallup (5' x 5')
 - ✓ Lota Burger Restaurant, Tse Bonito (25 miles north west of Gallup) (5' x 5')
 - ✓ Navajo Chapter House (45 miles north west of Gallup) (5' x 5')
- *Referral Source Partnership*
 - ✓ Central High School, east Gallup

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

Consortia member personnel were well represented at the NMHED Conference, September 2018, the Professional Development Design committee and the Director's Retreat.

Communication with NMDELT and C3 leadership since their beginning has supported Consortia goals by increased professional development which has impacted the methods of how instruction is delivered and therefore improved the instruction of students.

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

- Enrollment policies and procedures –
Consortia members follow the standard state policies for enrollment from intake to data entry, monitoring and reporting. Consortia programs and instructional locations have frequent discussions about best practices in comprehensive intake: initial conversations with potential students in person or by phone, enrollment, assessment, advisement, orientation and on-going discussions in support of these procedures throughout the students' stay with the program. Conversations among consortia members are common as we evaluate procedures in general and specific student cases as a routine striving toward a standard comfort zone for most while being receptive to individual accommodations as appropriate.

- Attendance policies and procedure –
Each member of the Consortia has the option of customizing their attendance policies and procedures within the guidelines of the funding agency. Each does so within the context of their agency as they deem best to accommodate their agency and clientele. These range from a more conventional approach with a step by step protocol procedure for non-attendance for the college program (61% retention rate) to an agreed on instruction - study schedule between the program and student, task oriented with a time frame for accomplishing goals for the Community Based Organization program (86% retention rate – Crownpoint location, 73% - Yah-Ta-Hey location) to time clocks used by the one-stop program in Zuni (95% retention rate – mostly students on a workforce program that includes stipends for attendance which accounts for the unusually high percentage). The acceptable average 40+ hour retention rate for all Consortia locations is 74%.

A commitment to participation involving a consistent momentum in attendance for instruction is essential in order to achieve success in accomplishing academic goals. Consortia members monitor and discuss trends in student participation: locally, statewide and nationally as instructors observe daily activity. Each program location has the last resort option of suspending students until they are in a better position to participate more fully. If situations come up that keep a student from participating students are asked to keep the program informed.

Section II. Student Data 2018-2019

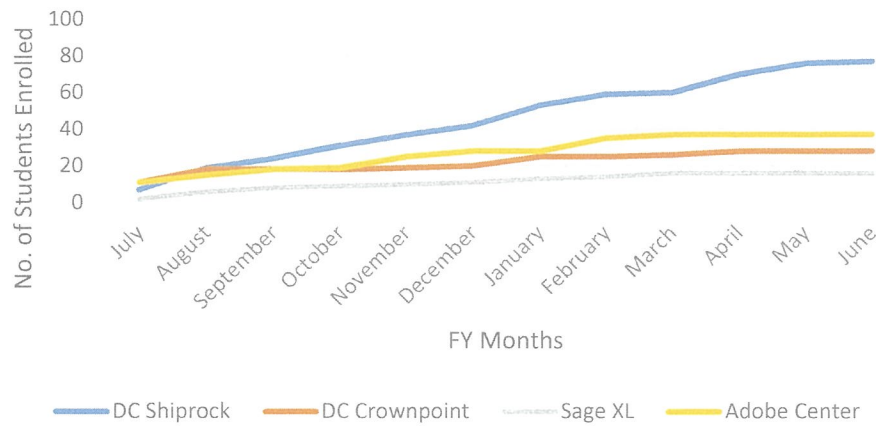
Please enter the following information regarding student count/hours for:

- your total program
- each satellite site

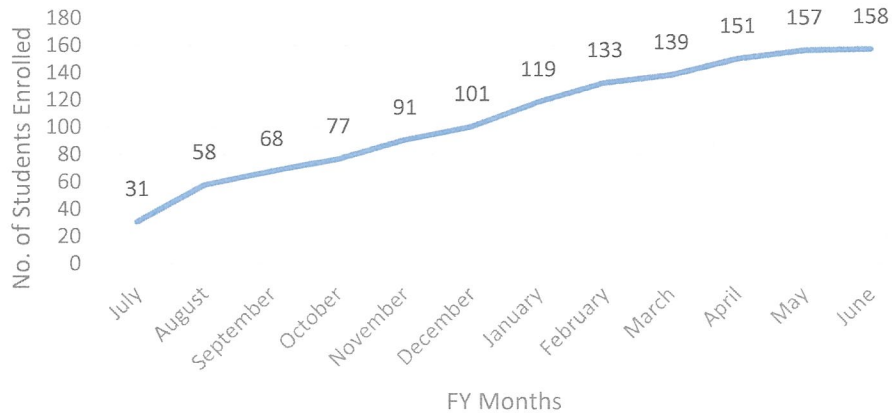
	Total Program	Site: DC Shiprock	Site: DC Crownpoint	Site: Sage XL	Site: Adobe Center
Total count of students with fewer than 12 hours (Table 2A)	51	2	24	14	11
Total count of students with 12 + hours	164	76	28	22	37
Total contact hours for students with 12 + hours	12820.5	6638.5	2100.25	1149.5	2927.25
Average contact hours for students with 12 + hours	78	87	75	52.25	79
Average contact hours for students with 12 + hours experiencing level gains	135	194	135	63	111
Count of all HSE graduates with 12 + hours	40	16	7	6	11
Count of HSE en Español graduates with 12 + hours	0	0	0	0	0
Post Test Rate ABE (Divide Column B ABE Total of Table 4b by Column B ABE Total of Table 4)	67%	52%	71%	73%	92%
Post Test Rate ESL (Divide Column B ESL Total of Table 4b by Column B ESL Total of Table 4)	N/A	N/A	N/A	N/A	N/A
Percent of ABE students with 12+ who separated before achieving MSG (Divide Column F ABE Total on Table 4 by Column B ABE Total on Table 4)	23%	32%	29%	14%	5%
Percent of ESL students with 12+ who separated before achieving MSG (Divide Column F ESL Total on Table 4 by Column B ESL Total on Table 4)	N/A	N/A	N/A	N/A	N/A
Please indicate your retention rate to 40 hours or more. (# of ABE students with 40+ instructional hours divided by Table 4, Column B ABE Total)	74%	61%	86%	73%	95%
Please indicate your retention rate to 40 hours or more. (# of ESL students with 40+ instructional hours divided by Table 4, Column B ESL Total)	N/A	N/A	N/A	N/A	N/A
Total # of students reporting TRANSPORTATION issues that impact the ability to participate in the AE Program.	41	10	12	9	10
Total # of students reporting CHILD CARE issues that impact the ability to participate in the AE Program.	50	12	9	14	15

Please provide a list of communities or organizations requesting services or additional service from your program.	Service Requested
Newcomb, San Juan	ABE/HSE
Sanostee, San Juan	ABE/HSE
Naschitti, San Juan	HSE
Red Lake, San Juan	ABE/HSE
Kirtland, San Juan	HSE
Shiprock, San Juan	HSE/evenings
Navajo, Mc Kinley	HSE
Ramah, Mc Kinley	HSE
Pinedale, Mc Kinley	ABE/HSE
Lake Valley, San Juan	ABE/HSE
Nahodishgish, Mc Kinley	ABE/HSE
Gallup, Mc Kinley	HSE

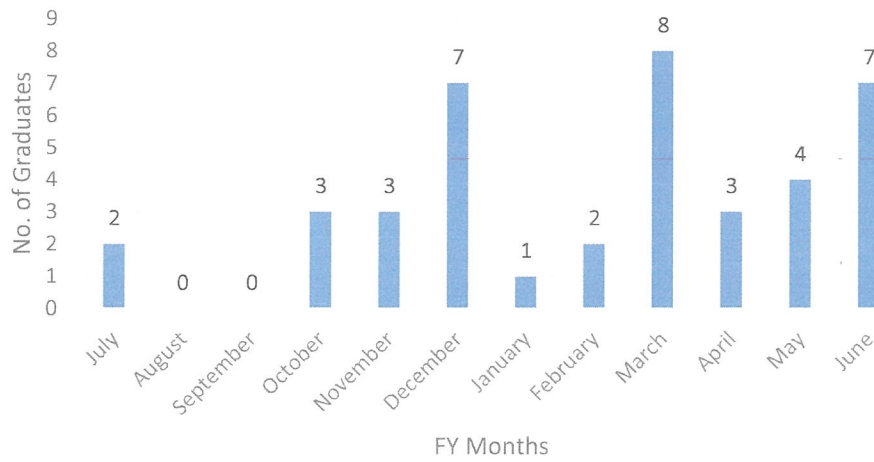
Enrollment by Site July 2018 - June 2019



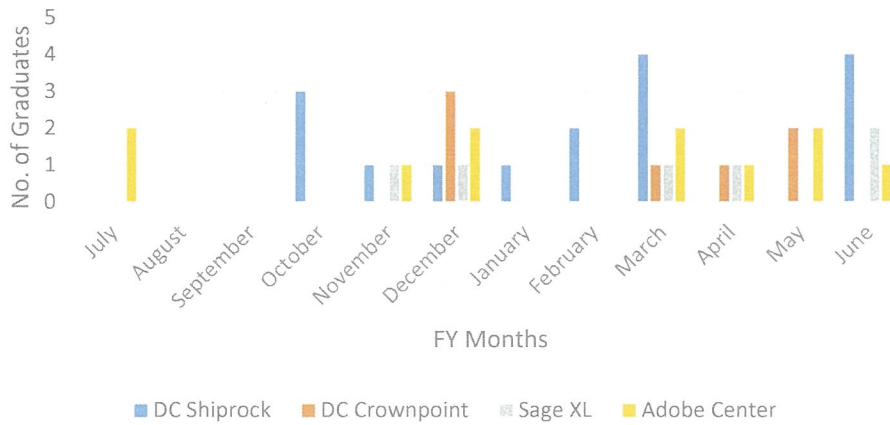
Consortia Enrollment July 18- June 2019



Consortia Graduate Count per Month

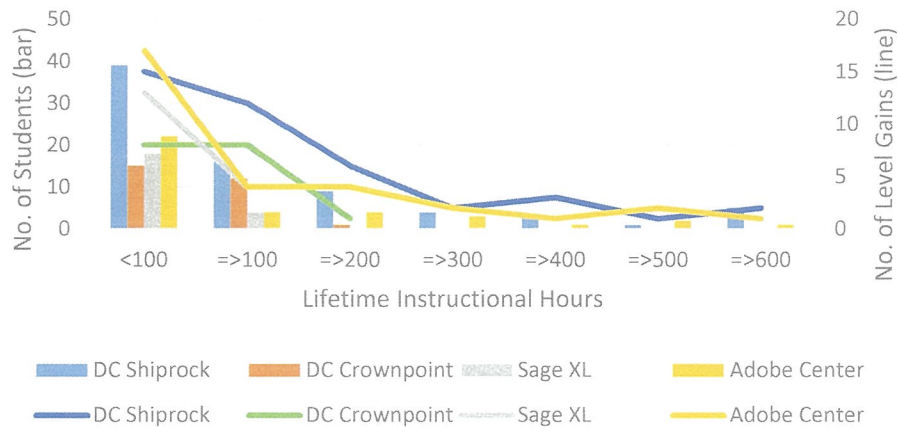


Consortia Graduate Count per Month
by site



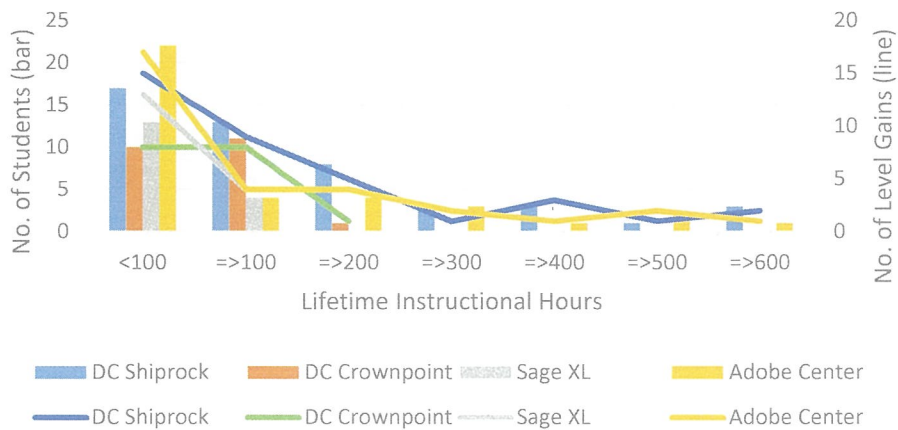
Levels Gains in Relation to Lifetime Hours by Site

Table 4

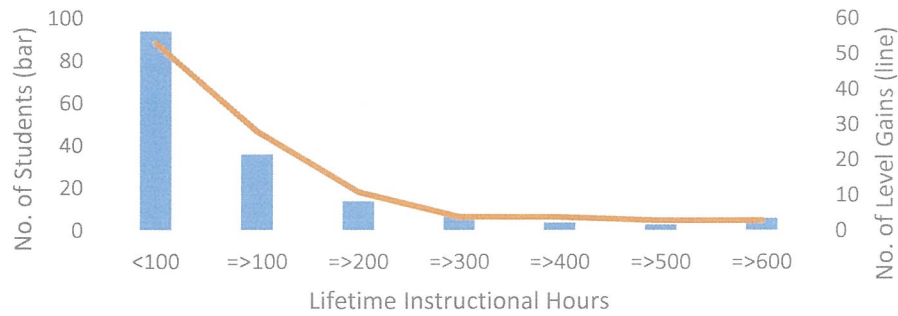


Levels Gains in Relation to Lifetime Hours by Site

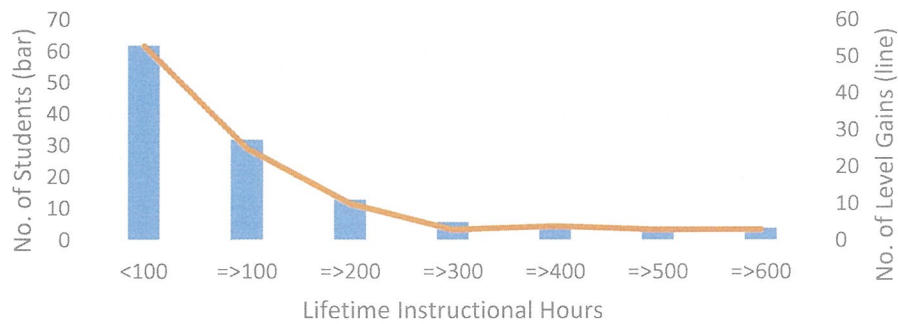
Table 4B



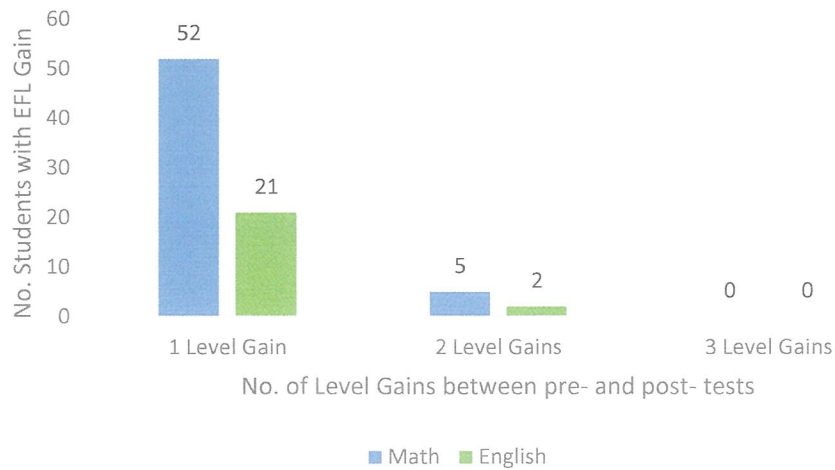
Level Gains in Relation to Lifetime Hours,
Consortia
Table 4



Level Gains in Relation to Lifetime Hours,
Consortia
Table 4B



Level Gains per Subject Area



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?

Consortia program members believe that approaches for performance improvement starts during initial contact with the potential student. From this point on every attempt is made to provide each student with a 'sense of belonging' in order to afford a comfort level as a foundation for learning. Program personnel strive to make the environment and atmosphere conducive to learning therefore assisting the student in becoming more receptive to instruction offered. Instruction is available in a classroom format along with individual academic support as needed. Care is given to allow instructors the freedom to adapt material and delivery method to their groups. Personnel at all site locations are encouraged to customize instruction per community. In addition, to individual student competency tests, HSE practice tests, progress and post-assessments the analysis of raw data serves as an effective tool in observing trends toward performance improvement. All five questions in this section are viewed and discussed by Consortia partners to achieve a true picture of performance: improvement, plateau or regression. Online professional development provided is fit into instructor schedules. Ongoing observation of the effectiveness of instruction provides instructors insight into how they can adjust material and instruction to improve instruction. Most locations are implementing 'Natural Progressive Rotation' (NPR) based on an 80% - 20% population premise.

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

Our most notable positive outcomes were described in length at the beginning of this report in the top three priorities component. Our 10%+ accomplishments in performance level gains and our 40+ hour retention rates are commendable.

Enrollment was not what was hoped however showed an increase and in addition 51 potential students populated Table 2A. This helps us focus on the goal of exploring better methods to recognize the uncertain student and better methods to retain them. We could/should have had 50 more students populating our tables. We recognize that the Adult Learner who is focused and maintains a momentum regarding attendance/participation becomes an excellent candidate leading to success.

Overall, the percentage numbers are notably good exhibiting a similar strength and stability with most students placed on Table 4 with increase percentages in the 60's for periods of participation with measurable skill gains. Table 4B shows strong notable percentage gains through pre and post-tests 50%+ for all six EFL's.

As we further exam performance gains in relation to instructional hours we continue to arrive at the same conclusion. Students who maintain a steady momentum within their first one hundred hours with our programs exhibit the largest performance improvement.

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

Time is allocated for instructors from all sites within the service area to get together to share successes and failures. It is not uncommon for this to happen weekly. Promising practices, those methods that spark students' interests, improve retention, show that students are following up activities and lessons with additional study work resulting in performance improvement are shared among all instructors.

4. Describe program improvement initiatives you plan to pursue.

Some program improvement initiatives we plan to discuss with instructors and data techs include:

- More attention needs to be given to a timetable for individual student benchmark goal accomplishment in respect to performance improvement during initial goal setting
- The college course approach with specific objectives to accomplish in a specific time frame
- Increased Adult Learner responsibility to organize and set a schedule guide for instruction-study time merged into every-day life obligations and plans to establish discipline to accomplish academic goals
- AIR (After Instruction Reinforcement) and live-stream lesson/activities to network various instructional locations with interaction in both areas among facilitators and the Adult Learners
- Support for a better understanding of the importance of instructor involvement in data analysis - 1) we will continue with a specific day and time set aside each week for instructors and data techs to monitor data in a case management style, 2) more correlation to how quality frequent student participation impacts quicker learner gains in relation to total study hours will continue to be monitored.
- continue to incorporate career pathways into daily instruction
- further explore how to overcome the increasing unrealistic student goal of accomplishment without appropriate effort

Summary of Program Improvement Leading to Program Effectiveness, FY 18 – 19

- Integrated Education Training – IET has always been and continues to be included in the education, training and hiring of Consortia partner staff
- emphasis on the Sage Zone, operate and treat learning centers as post-secondary vocational, academic or workplace
- July, 2018 – implementation of student generated Adult Learner schedule guide (24/7 to include class time, distance learning, AIR (After Instruction Reinforcement) with the objectives of : assisting with time organization skills, the designation and discipline of time for study and placing participation responsibility on the participant
- July, 2018 – reemphasis preparation for college placement ASVAB
- August, 2018 - inclusion of three High School Equivalency test centers for program participants situated 45 minutes apart
- January, 2019 – include TBI as a self-identifiable item the enrollment form to better assist and accommodate program participants
- January, 2019 – addition of a cell phone dedicated to Tech Support for online instruction
- February, 2019 – expand services into Navajo Nation Agency Chapter areas with assistance from new position, Community Learning Resource Liaisons' (CLRLs')
- February, 2019 – introduce distance learning at Navajo Nation Eastern Agency Chapters
- March, 2019 - include a portable classroom for the set-up and availability of STEM information accessible with potential to schedule usage for grades 2 – 5 and Adult Learners
- March, 2019 – form partnership with newly open Native Nations CDL, North Highway 491
- March, 2019 – expand Edmentum and Google Classroom facilitator viewing available to all Consortia locations
- June, 2019 – implement 'Natural Progressive Rotation' (NPR), 80% - 20% population premise
- June, 2019 – implement college type structure of courses as a delivery method for achievement at all EFL's
- June, 2019 – improved version of student generated Adult Learner schedule
- June, 2019 – addition to Sage Zone: record on time sheet potential student missed intake as scheduled by agreement with them, for intake participant absences when expected without text notification
- June, 2019 – meet with local Workforce Connections office to exchange ideas of how we can mutually serve clients/participants including testing for vocational certifications
- June, 2019 – live-stream instruction available at all Consortia locations to include and connect facilitators and Adult Learners
- June, 2019 – decision, expand remote-rural services to Navajo Nation Shiprock and Fort Defiance Agency Chapters

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. 45,000

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.
 - academic instruction is provided for workforce program enrolled participants working toward:
 - language and math skills improvement aimed at performance level gains
 - a high school equivalency credential
 - preparation for college entrance
 - preparation for entrance into the military
 - preparation for entrance into specific career degree programs
 - academic assessment screening is provided for workforce participants with appropriate level instruction available aimed at accomplishing workforce academic goals
 - workforce program participants of our WIOA partners needing specific academic improvement, goal accomplishment and career pathway advisement and preparation are required to concurrent enrollment with our Adult Education program

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.
 - an additional curriculum has been developed to address specific language development needs to assist concurrent workforce – Adult Education participants as they achieve their job, career and educational goals
 - all items listed in number 2 of this section will be resumed for FY 18 – 19 activities

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.

Attached at the end of this document.

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.

A guided journey begins as the Adult Learner, our students, walk through the doorway of our learning centers. The journey is one to assist the Adult Learner as they decide on, or pursue their money earning lifepath. The latest terms channeling the methodology are career pathways and integrated education and training which currently define the roots of Adult Education in the 'new world'. It is our goal to listen and learn fully implementing the state effort toward a more successful future for the New Mexico Adult Learners who enter our doors.

Information that can be used as we assist students with their career pathway is collected during casual discussion with the first person they encounter and continues with informal interviews between the instructor and student. It's important to know if a student is interested in obtaining a job as soon as possible, after accomplishing the goal of earning their High School Equivalency or needing assistance with preparation for college placement or the military ASVAB. Finding out Adult Learner job preferences and career interests helps in guiding them toward entering the workforce, vocational or academic post-secondary training leading to the career of their choice. The first responsibility of working in context lies with the learning center staff. We must lay the foundation for each of our Adult Learners based on the information we glean during initial contact and instructor/facilitator interviews. This foundation influences instructional options and choices presented to the student. It also adds direction and relevancy to lessons, activities and materials for a group or individual.

The academics needed to pass the high school equivalency exams are based on and adapted to the student's specific job or career interest. Consortia instructors/facilitators approach career pathways primarily utilizing a blend of the scientific inquiry, exploratory method and investigative research for the delivery of lessons and activities presented using a variety of materials. (Peterson and Jungck, 1988, Jungck et al) Technology and learning in context has successfully been incorporated at all instructional locations as a standard rather than set aside delivery methods. Our contemporary Adult Learners are trained in the tools of technology starting with an effective use of search engines to conduct research. By effective we mean to be trained in a disciplined, surgical, well-defined approach to investigative research leading to the most applicable result in response to the question or purpose.

Textbooks such as: "Reading for Information: Workplace Skills" and "Applied Mathematics: Workplace Skills" build students basic skills while providing information in context. Additional supplements used are the websites www.usajobs.gov, www.livecareer.com, and www.dws.state.nm.us/ for resume building, career information, and basic skills of trades. In addition to websites mentioned, the state workforce sites, workforce connections and workforce solutions, prove helpful as well as others that the group becomes aware of and finds useful. CareerScope is utilized as a career interest assessment to assist or confirm workforce choices.

Common Core Achieve textbooks and the skills workbooks are used as supplements. These are especially helpful as the booklets have real-life work applications which spark daily discussions and conversations. College and vocational textbooks are used to assist the instructor in developing course content. This method allows for instruction to serve two purposes: immediate goal accomplishment and a head start toward post-secondary studies.

Our first use of Google Classroom in 2015 was an integrated educational training to assist English Language Learners as they enter and retain employment in the career pathway of the restaurant industry. At that time learning was accomplished with ELL's at one of our host locations (after hours at a restaurant) centered on a presentation in the non-violent graphic novel format with the two restaurant owners as facilitators. 'Viaje de Alejandra' colorfully illustrated restaurant vocabulary development in English. 'Keeping up with Cheii' colorfully illustrated traditional Native values as they correspond to helpful work ethics while academically focusing on math. The audiences for both of these lesson/activities are EFL's 1 & 2.

Over the last four years we have expanded GC and allowed this tool to evolve naturally and as a tool has become invaluable. At this time courses are now available to all consortia instructors/facilitators and Adult Learners. During the winter and spring of 2019 we were able to bring to fruition our long standing desire to catapult our version of adult education now offering a GC pre-college course format, including live-stream lessons, to numerous communities. In regard to a college like format – if we have the expectation of Adult Learners to become productive and self-sufficient as they seek out and earn gainful employment we must train them as such. No expectation without training – also, a good parenting model. In addition to the necessity of catering to getting our Adult Learners into the next EFL and/or past the High School Equivalency Exam we offer a course titled, 'Transition - '. Following the hyphen after 'Transition' is the specific job or career interest of each learner taking the course. Through their investigative research the learner, guided by a facilitator develops an individual designer course based on their job or career interest. This includes all the foreseeable information and challenges the learner may encounter.

The conversations resulting from all the activities mentioned slide into student work experiences. Individual student experiences allow the lessons to revolve full circle returning to the initial conversations about each Adult Learner and their gainful employment aspirations. The lesson morphs into an activity, one that is meaningful, relevant and hopefully a memorable useful experience for all.

The function of morphing from lesson to activity, educating to learning, is essential. This provides Adult Educators and Adult Learners the conditioned familiar comfort zone as all gently transition from school atmosphere to workforce environment. This transitional morph-zone is in fact moving from educating in isolation toward a holistic approach of learning through internship/apprenticeship. The ultimate achievement would be replicating the model of the numerous internal societies of indigenous cultures based on a collective survival.

This process is an opportunity for all to get to know each other. Being able to meet the Adult Learner where they are at and watch them grow closer into what they want to be by accomplishing their goals is most rewarding. The process can be a bridge starting from what they already know to new skills that employers need. Lessons and activities are research based as mentioned in proposal applications and extensions.

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

Recognizing that an IET program must include the following three components: adult education and literacy activities, workforce preparation activities, and workforce training:

Consortia partners have in the past and do now fulfill all three components for what is now labeled as Integrated Education & Training for many years. It has always been the philosophy of consortia agencies and leaders to provide opportunities for others as they express the desire to assess where they are and move forward learning from the teachings of Native traditional and spiritual leaders, Native Nation Heroes, John Bradshaw, William Glasser, Alice Miller, and others. All three IET components are holistically and seamlessly woven into the fabric of the operation of consortia members.

2018 – Community Learning Resource Liaison's

2019 this position was created to assist local remote-rural community members as they strive to overcome challenges in academic and gainful employment progress, the CLRL's hired within the communities to be served and their families are part of the process, during the hire process applicants are assessed in regard to their current post-secondary certification and degree status as well as leadership standing and abilities within their communities training for CLRL's as they assist Adult Learner's as facilitators in academics and technology include developing and improving academic and leadership skills, the possibilities are: staying with the consortia as CLRL's, completing their training toward the certification/degree they started, becoming chapter officials assisting in the governance of their communities

2018 - Diné College participated as a trainer partner with Navajo Nation Workforce Development

2019 during FY 18 – 19, possibilities are: those trained may be hired within the Diné College system, use the skills and experience gained to apply for positions outside of the college

2017 - Learning Facilitator interns becoming regular employees, ZECDC operated Adobe Center,

2019 Pueblo of Zuni in partnership with the Tepeyac Consortium sponsoring Sage Xtreme Learning

IET has always been part of our consortia programs. We have always trained while educating students to assist their peers. Each of our partnering agencies has and continues to hire former students at every level of our operations. We can claim individuals who were once students who have gone on to be K – 12 teachers, principals and even a superintendent for more than one New Mexico district. In addition to recent hires currently one of the consortia partners has a former student, HSE graduate and employee who now serves in military intel overseas. We like to believe our recognizing and mentoring him for his intelligence, critical thinking and transferable skills, and abilities as well as hiring him for such played a factor in his current career status. The combination of participation in academic instruction, training to be a peer tutor and program maintenance, on the job training and being hired in the Adult education program should meet IET criteria.

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.

Websites and relevant books are used to help students obtain the information regarding what is expected to achieve reading readiness. Lessons are worked on together during daily discussions. Implementing daily discussions helps students think about their goals and how to achieve those goals. Students benefit by hearing their peers' experiences in the work field. A beneficial website used is the Career One Stop website. This website identifies the students' talents and interests based on how they answer questions. The Labor report for New Mexico is also helpful to show students what the economy is like. Students are presented with research questions about the workplace. Lessons relate to what is relevant to the current news. Some researchers do have controversial topics. However, this helps students become aware and be more prepared to handle uncomfortable situations as they will arise in the workplace and life in general.

Vocabulary development in content and context is stressed with students. This is used at all EFL's with emphasis on how unfamiliar words and terms are used in preparation for the High School Equivalency Exam, transition into specific post-secondary and workforce situations. The Transition – course available to all Consortia students offers the opportunity for each student to expand their vocabulary as it relates to their individual job, vocational or academic interests. Widening Horizons: Vocabulary Development is a course which focuses on the language necessary in preparation for successfully understanding what is being read on each of the HSE competency exams. Both courses are open-ended, allowing the Adult Learner the freedom to take their experience as far as they can. With all courses both have a foundation in utilizing investigative research.

The common denominator for all Consortia instruction, which we view as a best practice, is providing students the opportunity to discover and explore critical thinking and transferable skills. The degree to which students accept and take advantage of what facilitators present is purely individual. As AE practitioners we owe it to our students to present the challenges allowing them to interpret, practice and process to their best ability. We aim to mentor and transform each of our students into a lifelong learner as it will relate to their talents and choices in life.

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.

Consortia programs excel in the use of technology and are rapidly expanding distance learning through Edmentum and Google Classroom. We have a base of 16 courses developed in-house available to our students in class, small groups, live-stream and online follow up at their convenience 24/7. Instruction and tech support phone lines are also available during reasonable hours. All students have access to laptops and iPads and facilitators encourage cell phone use in the classroom to conduct research activities. We are continually expanding WiFi access for students as they gather with facilitators in areas where access was previously unavailable.

We are particularly proud of being able to offer live-stream lessons supported by coolpad surf WiFi access simultaneously connecting students and facilitators from Zuni, Yah-Ta-Hey, Crownpoint, Pueblo Pintado, Ojo Encino, Whitehorse Lake and Torreon (a span of three hours driving). Our students using AIR (After Instruction Reinforcement) can now be supported by facilitators from any of our locations. During a Justice Initiative administrative meeting in Zuni last month all were excited and impressed when it was reported that one of our Navajo Community Learning Resource Liaisons at Crownpoint has connected online with numerous students from the Zuni One-Stop location offering suggestions on their work from lessons posted to Google Classroom.

Another useful tool is the website www.typing.com. AE instructors can create a free account and set up classroom typing lessons for students. This website is added to our 24/7 offerings as students can access it anytime, anywhere internet/WiFi is available. Student typing speed is recorded and can be added to their skills section in their resume. As a common practice we should be helping students beef up their resumes and this is another example of technology helping us help them.

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

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

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

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

N/A

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

VIII. Staff and Professional Development

Please fill out the chart below providing information about your program's staff, their levels of education, years of experience in adult education, and professional development received in 2018-2019
All items online participation unless otherwise indicated.

Last Name	First Name	Position	Educational Attainment	Years of Experience in Adult Education	Professional Development Attended	Date	Location
Bennett	Thomas	AE Director			NMHED Conference	Sept. '18	ABQ
Shebola	Anthony	Facilitator		2	NMHED Conference	Sept. '18	ABQ
Evangelista	Nick	Program Manager			NMHED Conference	Sept. '18	ABQ
Garfield	Jervis	Instructor	BA	9	Preview the New GED.com Account User Experience	8/7/18	
					ReadWorks Article-A-Day	8/8/18	
					Ed Ready 101	8/9/18	
					Expanding Professional Development and Marketing for WIOA Success	9/7/18	
					Building Opportunities through Integrated English Literacy	9/18/18	
					NMHED Conference	Sept. '18	ABQ
					Introducing Students to Difficult Topics: Primary Sources and Picture Books	10/0/18	
					Technology Integration in the Age of WIOA	10/10/18	
					The German-Jewish Response to the Rise of the Nazis	10/11/18	
					Life in the Lodz Ghetto-Rynka's Story	10/24/18	

						COABE Virtual Conference 2018	10/25/18 10/26/18	
						Work Ready or Not Here They Come: A Collaborative Effort to Prepare Out-of-School Youth for the Workplace	12/4/18	
						NROC State of the Union: Progress on Mission 2018	12/6/18	
						Amazon and COABE Work Together to Provide Jobs for Adult Learners!	12/7/18	
						Our Best from I-Best	12/11/18	
						Closing the Equity Gap and Opening Doors for the First Generation College Students	1/24/19	
						Virtual Conference: A Year in Review	4/12/19	
						Exploring the Timeline of the Holocaust	4/17/19	
						10 Reading Strategies that Support Comprehension	4/18/19	
						Spring Cleaning Your Google Drive: Cleaning Out Your Virtual Closet	5/7/19	
						Wrapping it Up: Bringing the School Year to a Close	5/21/19	
						It Takes Grit! Preparing Students for College-Level Academics and More	5/23/19	
						Scaling for Impact: EdReady at Ivy Tech Community College	6/21/19	

Adult Education Local Provider Annual Report

2018-2019

Last Name	First Name	Position	Educational Attainment	Yrs of Experience in Adult Ed			
Wagner	Alice	Instructor	BA	15	Numerous COABE webinars NMHED Conference	FY 18-19 Sept '19	ABQ

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

Position	Professional Development Needed	Delivery Method Preferred

IX. Fiscal Survey

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

1. Please indicate Total hours contributed – Volunteer Tutors

Total hours contributed	Fair Market Value per Hour	Total
		-0-

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

Total hours contributed	Fair Market Value per Hour	Total
		-0-

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

Total hours contributed	Fair Market Value per Hour	Total
50	\$50	2500

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.

200

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
5000	1.25	6250

Alternate option:

Please indicate institution's building renewal and replacement allocation

-0-

(Please cite the source document for the amount)

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

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

Source	Amount
sponsors	500

B. Program Income Activities

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

-0-

Please list the PROGRAM INCOME EXPENDITURES below:

AEFLA allowable activity	Amount
	-0-

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

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

NRS FY 18-19

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)	
ABE Level 1	2	1	0	0	0	0	0	0	0	0	0	0	0	0	3
ABE Level 2	21	13	0	0	0	0	1	0	0	0	0	0	0	0	35
ABE Level 3	37	31	0	0	0	0	2	0	0	0	0	0	0	0	70
ABE Level 4	20	27	0	0	0	0	2	0	0	0	0	0	0	0	49
ABE Level 5	2	3	0	0	0	0	0	0	0	0	0	0	1	0	6
ABE Level 6	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1
ESL Level 1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ESL Level 2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ESL Level 3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ESL Level 4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ESL Level 5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ESL Level 6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	83	75	0	0	0	0	5	0	0	0	0	0	1	0	164

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

NRS FY 18-19

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	
	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)		
16-18	18	9	9	0	0	0	0	2	0	0	0	0	0	1	0	30
19-24	34	27	0	0	0	0	1	0	0	0	0	0	0	0	0	62
25-44	27	37	0	0	0	0	2	0	0	0	0	0	0	0	0	66
45-54	4	2	0	0	0	0	0	0	0	0	0	0	0	0	0	6
55-59	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
60+	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	83	75	0	0	0	0	5	0	0	0	0	0	0	1	0	164

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

NRS FY 18-19

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
	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)	
16-18	3	3	0	0	0	0	0	0	1	0	0	0	0	0	7
19-24	7	8	0	0	0	0	0	2	0	0	0	0	0	0	17
25-44	13	7	0	0	0	0	0	0	1	0	0	0	0	0	21
45-54	2	2	0	0	0	0	0	0	0	0	0	0	0	0	4
55-59	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
60+	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1
Total	26	21	0	0	0	0	0	2	2	0	0	0	0	0	51

NRS Table 3: Participants by Program Type and Age

NRS FY 18-19

Program Type (A)	16-18 (B)	19-24 (C)	25-44 (D)	45-54 (E)	55-59 (F)	60+ (G)	Total (H)
Adult Basic Education	28	59	64	6	0	0	157
Integrated Education and Training Program	0	0	0	0	0	0	0
Adult Secondary Education	2	3	2	0	0	0	7
Integrated Education and Training Program	0	0	0	0	0	0	0
English Language Acquisition	0	0	0	0	0	0	0
Integrated Education and Training Program	0	0	0	0	0	0	0
Integrated English Literacy and Civics Education (Sec. 243)	0	0	0	0	0	0	0
Integrated Education and Training Program	0	0	0	0	0	0	0
Total	30	62	66	6	0	0	164

NRS Table 4: Measurable Skill Gains by Entry Level

NRS FY 18-19

First Period of Participation										All Periods of Participation			
Entering Educational Functioning Level (A)	Number of Participants (B)	Total Number of Participants Excluded from MSG Performance (C)	Total Attendance Hours for All Participants (D)	Number Who Achieved at Least One Educational Functioning Level Gain (E)	Number Who Attained a Secondary School Diploma or Its Recognized Equivalent (F)	Number Separated Before Achieving Measurable Skill Gains (G)	Number Remaining in Program Without Measurable Skill Gains (H)	Percentage Achieving Measurable Skill Gains (I)	Total Number of Periods of Participation (J)	Total Number of Periods of Participation in Which Participants Achieved at Least One Educational Functioning Level Gain (K)	Total Number of Periods of Participation in Which a Secondary School Diploma or Its Recognized Equivalent Was Attained (L)	Percentage of Periods of Participation with Measurable Skill Gains (M)	
ABE Level 1	3	0	82	2	0	1	0	66.7%	3	2	0	66.7%	
ABE Level 2	35	0	2675.5	20	1	12	2	60.0%	35	20	1	60.0%	
ABE Level 3	70	0	6282	35	7	19	9	60.0%	71	35	8	60.6%	
ABE Level 4	49	0	3423.5	15	22	6	6	75.5%	51	16	22	74.5%	
ABE Level 5	6	0	333	1	4	0	1	83.3%	6	1	4	83.3%	
ABE Level 6	1	0	24.5	0	1	0	0	100.0%	1	0	1	100.0%	
ABE Total	164	0	12820.5	73	35	38	18	65.9%	167	74	36	65.9%	
ESL Level 1	0	0	0	0	0	0	0	0.0%	0	0	0	0.0%	
ESL Level 2	0	0	0	0	0	0	0	0.0%	0	0	0	0.0%	
ESL Level 3	0	0	0	0	0	0	0	0.0%	0	0	0	0.0%	
ESL Level 4	0	0	0	0	0	0	0	0.0%	0	0	0	0.0%	
ESL Level 5	0	0	0	0	0	0	0	0.0%	0	0	0	0.0%	
ESL Level 6	0	0	0	0	0	0	0	0.0%	0	0	0	0.0%	
ESL Total	0	0	0	0	0	0	0	0.0%	0	0	0	0.0%	
Grand Total	164	0	12820.5	73	35	38	18	65.9%	167	74	36	65.9%	

NRS Table 4A: Educational Functioning Level Gain

NRS FY 18-19

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	2	1	50.0%	1	50.0%	0	0.0%	0	0.0%
ABE Level 2	21	6	28.6%	20	95.2%	0	0.0%	0	0.0%
ABE Level 3	40	23	57.5%	32	80.0%	0	0.0%	0	0.0%
ABE Level 4	20	8	40.0%	11	55.0%	0	0.0%	2	10.0%
ABE Level 5	1	0	0.0%	1	100.0%	0	0.0%	0	0.0%
ABE Level 6	1	0	0.0%	0	0.0%	0	0.0%	0	0.0%
ABE Total	85	38	44.7%	65	76.5%	0	0.0%	2	2.4%
ESL Level 1	0	0	0.0%	0	0.0%	0	0.0%	0	0.0%
ESL Level 2	0	0	0.0%	0	0.0%	0	0.0%	0	0.0%
ESL Level 3	0	0	0.0%	0	0.0%	0	0.0%	0	0.0%
ESL Level 4	0	0	0.0%	0	0.0%	0	0.0%	0	0.0%
ESL Level 5	0	0	0.0%	0	0.0%	0	0.0%	0	0.0%
ESL Level 6	0	0	0.0%	0	0.0%	0	0.0%	0	0.0%
ESL Total	0	0	0.0%	0	0.0%	0	0.0%	0	0.0%
Grand Total	85	38	44.7%	65	76.5%	0	0.0%	2	2.4%

NRS Table 4B: EFL Gain and Attendance for Pre- and Post-tested Participants

NRS FY 18-19

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	2	65.5	2	0	0	100.0%
ABE Level 2	22	2256.75	21	0	1	95.5%
ABE Level 3	50	5725.75	40	6	4	80.0%
ABE Level 4	34	2888.75	18	10	6	52.9%
ABE Level 5	2	167.5	1	0	1	50.0%
ABE Total	110	11104.25	82	16	12	74.5%
ESL Level 1	0	0	0	0	0	0.0%
ESL Level 2	0	0	0	0	0	0.0%
ESL Level 3	0	0	0	0	0	0.0%
ESL Level 4	0	0	0	0	0	0.0%
ESL Level 5	0	0	0	0	0	0.0%
ESL Level 6	0	0	0	0	0	0.0%
ESL Total	0	0	0	0	0	0.0%
Grand Total	110	11104.25	82	16	12	74.5%

NRS Table 5: Core Follow-up Outcome Achievement

NRS FY 18-19

Core Follow-up Outcome Measures (A)	Number of Participants who Exited (B)	Number of Participants who Exited Achieving Outcome or Median Earnings Value (C)	Percent Achieving Outcome (D)	Periods of Participation		
				Total Periods of Participation (E)	Number of Periods of Participation Achieving Outcome or Median Earnings Value (F)	Percent of Periods of Participation Achieving Outcome (G)
Employment Second Quarter after Exit	27	0	0.0%	27	0	0.0%
Employment Fourth Quarter after Exit	6	3	50.0%	6	3	50.0%
Median Earnings Second Quarter after exit	0	0	0.0%	0	0	0.0%
Attained a Secondary School Diploma/Recognized Equivalent and Enrolled in Postsecondary Education or Training within one year of exit	2	0	0.0%	2	0	0.0%
Attained a Secondary School Diploma/Recognized Equivalent and Employed within one year of exit	2	0	0.0%	2	0	0.0%
Attained a Postsecondary Credential while enrolled or within one year of exit	0	0	0.0%	0	0	0.0%

NRS Table 6: Participant Status and Program Enrollment

NRS FY 18-19

Participant Status on Entry into the Program (A)	Number (B)
Employed	15
Employed, but Received Notice of Termination of Employment or Military Separation is pending	0
Unemployed	43
Not in the Labor Force	106
TOTAL	164
Highest Degree Level of School Completed	
No Schooling	US Based Schooling 0 Non-US Based Schooling 0
Grades 1-5	1
Grades 6-8	10
Grades 9-12 (no diploma)	145
Secondary School Diploma or alternate credential	8
Secondary School Equivalent	0
Some Postsecondary education, no degree	0
Postsecondary or professional degree	0
Unknown	0
TOTAL (both US Based and Non-US Based)	164
Program Type	
In Family Literacy Program	0
In Workplace Adult Education and Literacy Activities***	0
Institutional Programs (section 225)	
In Correctional Facility	0
In Community Correctional Program	3
In Other Institutional Setting	0
TOTAL Institutional	3



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

"Equal Opportunity Program"

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
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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
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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 Rio Grande Valley Linking Economic and Academic Development
LEAD
RR Rapid Response
RTAP Regional Transportation Advisory Panel

S

SDF Skill Development Fund
SEAL Summer Earn and Learn
SSF Self Sufficiency Fund
SNAP Supplemental Nutrition Assistant Program Employment and Training
E&T
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

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 celina.bussey@state.nm.us
Jobs for Veterans State Grants	NM Dept. of Workforce Solutions	Jobs for Veterans State Grants (JVSG), authorized under chapter 41 of title 38, U.S.C.	Secretary Celina Bussey	PO Box 1928 Albuquerque, NM 87103-1928 505-841-8912 celina.bussey@state.nm.us
Trade Adjustment Assistance	NM Dept. of Workforce Solutions	Trade Adjustment Assistance (TAA), authorized under chapter 2 of title II of the Trade Act of 1974 (19 U.S.C. 2271 et seq.)	Secretary Celina Bussey	PO Box 1928 Albuquerque, NM 87103-1928 505-841-8912 celina.bussey@state.nm.us
WIOA Adult, Dislocated Worker, and Youth Programs	SER Jobs for Progress	WIOA title I Adult, Dislocated Worker, and Youth Programs – WIOA Act of 2014	Alex Martinez	1596 Pacheco St Ste 109 Santa Fe NM 87505

Partners Not Co-located at One-Stop - America's Job Centers

NM Department of Vocational Rehabilitation Services	NM Department of Vocational Rehabilitation Services	State Vocational Rehabilitation (VR) program, authorized under title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.), as amended by title IV of WIOA	NM Department of Vocational Rehabilitation Services	NM Department of Vocational Rehabilitation Services 2541 Camino Ortiz B Santa Fe NM 87505 505-827-3526
Unemployment Insurance Reemployment Services and Eligibility Assessment	NM Dept. of Workforce Solutions	Budget Control Act, 2016, WIOA Act of 2014,	Unemployment Insurance Reemployment Services and Eligibility Assessment	NM Dept. of Workforce Solutions
Temporary Assistance for Needy Families (TANF)	NM Human Services Dept,	Temporary Assistance for Needy Families (TANF)	NM Human Services Dept,	Temporary Assistance for Needy Families (TANF)
Title V- Senior Community Service Employment	NM Aging and Long Term Services	Senior Community Service Employment Program		2550 Cerrillos Rd Santa Fe NM 87505
Senior Community Service Employment Program SCSEP	NM Goodwill	Senior Community Service Employment Program (SCSEP), authorized under title V of the Older Americans Act of 1965 (42 U.S.C. 3056 seq.)	Jeff Medina, Director	
National Farmworker Jobs Program Employment and Training Grants	Help – New Mexico	National Farmworker Job Program (NFJP) WIOA Sec. 167	Michael Gutierrez, Chief Executive Officer	5101 Copper Ave NE Albuquerque, NM 87124 505-766-4918 Mike.Gutierrez@helpnm.com
Adult Basic Education	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	nick@sagell.org rulibarri@luna.edu tjmcgagh@ad.nmsu.edu

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

Terms and Conditions

Partner Services

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

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

Job Seeker Services		
<u>Basic Career Services</u>	<u>Individualized Career Services</u>	<u>Training</u>
Outreach, intake and orientation to the information, services, programs, tools and resources available through the Local workforce system	Comprehensive and specialized assessments of 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
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Youth Services

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

Roles Responsibilities of the Partners

All Parties to this agreement shall comply with:

- Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule, published December 2, 2016);
- Title VI of the Civil Rights Act of 1964 (Public Law 88-352);
- Section 504 of the Rehabilitation Act of 1973, as amended;
- The Americans with Disabilities Act of 1990 (Public Law 101-336);
- The Jobs for Veterans Act (Public Law 107-288) pertaining to priority of service in programs funded by the U.S. Department of Labor;
- Training and Employment Guidance Letter (TEGL) 37-14, Update on Complying with Nondiscrimination Requirements: Discrimination Based on Gender Identity, Gender Expression and Sex Stereotyping are Prohibited Forms of Sex Discrimination in the Workforce Development System and other guidance related to implementing WIOA sec. 188;
- The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part 99);
- Confidentiality requirements governing the protection and use of personal information held by the VR agency (34 CFR 361.38);
- The confidentiality requirements governing the use of confidential information held by the State UI agency (20 CFR part 603);
- All amendments to each; and
- All requirements imposed by the regulations issued pursuant to these acts.

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

Additionally, all Parties shall:

- Collaborate and reasonably assist each other in the development of necessary service delivery protocols for the services outlined in the Partner Services section above;
- Agree that the provisions contained herein are made subject to all applicable federal and state laws, implementing regulations, and guidelines imposed on either or all Parties relating to privacy rights of

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

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

Chief Elected Official

CEO'S for the NALWDB will:

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

NALWDB

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

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

- Sufficient numbers and types of providers of career and training services (including eligible providers with expertise in assisting individuals with disabilities and eligible providers with expertise in assisting adults in need of adult education and literacy activities)
- A holistic system of supporting services
- A competitively procured one-stop operator
- In collaboration with the CEO's, designee through a competitive process, oversee, monitor, implement corrective action, and, if applicable, terminate the one-stop operator(s)
- Determine the role and day-to-day duties of the one-stop operator
- Approve annual budget allocations for operation of the American Job Center network
- Help the one-stop operator recruit operational Partners and negotiate MOUs with new Partners
- Leverage additional funding for the NALWDB's American Job Center network to operate and expand one-stop customer activities and resources
- Review and evaluate performance of the NALWDB and one-stop operator

One-Stop Operator

- The Northern Area Local Workforce Development Board One-Stop Operations Manager will designate from Partner staff a Site Manager who will act as "functional leaders" for their designated office. As such, they will have the authority to organize and supervise Partner staff, to optimize and streamline service delivery efforts. Formal leadership, supervision, and performance responsibilities will remain with each staff member's employer of record. The one-stop operator, through the Center Managers, will, at a minimum:
 - Manage daily operations, including but not limited to:
 - Managing and coordinating Partner responsibilities, as defined in this MOU
 - Managing hours of operation, including the once weekly extended hours of operation
 - Coordinate daily work schedules and work flow based upon operational needs

- Coordinate staff vacations/unscheduled absences with the formal leader to ensure service coverage by center staff. Assist the NALWDB in establishing and maintaining the American Job Center network structure.

This includes but is not limited to:

- Ensuring that State requirements for center certification are met and maintained
- Ensuring that career services such the ones outlined in WIOA sec. 134(c)(2) are available and accessible
- Ensuring that NALWDB policies are implemented and adhered to
- Adhering to the provisions outlined in the contract with the NALWDB and the NALWDB's Business Plan
- Reinforcing strategic objectives of the NALWDB to Partners
- Ensuring staff are properly trained by their formal leadership organizations and provided technical assistance as needed

- Integrate systems and coordinate services for the center and its Partners, placing priority on customer service
- Integrated Workforce Service Delivery, as defined by WIOA, means organizing and implementing services by function (rather than by program), when permitted by a program's authorizing statute and as appropriate, and by coordinating policies, staff communication, capacity building, and training efforts
- Functional alignment includes having one-stop center staff who perform similar tasks serve on relevant functional teams, e.g. Skills Development Team or Business Services Team
- Service integration focuses on serving all customers seamlessly (including targeted populations) by providing a full range of services staffed by cross-functional teams, consistent with the purpose, scope, and requirements of each program
- The services are seamless to the customer, meaning the services are free of cumbersome transitions or duplicative registrations from one program service to another and there is a smooth customer flow to access the array of services available in the workforce center
- Oversee and coordinate partner, program, and NALWDB's American Job Center network performance.

This includes but is not limited to:

- Providing and/or contributing to reports of center activities, as requested by the NALWDB
- Providing input to the formal leader (partner program official) on the work performance of staff under their review
- Notifying the formal leader immediately of any staff leave requests or unexcused absences, disciplinary needs, or changes in employee status
- Identifying and facilitating the timely resolution of complaints, problems, and other issues
- Collaborating with the NALWDB on efforts designed to ensure the meeting of program performance measures, including data sharing procedures to ensure effective data matching, timely data entry into the

- case management systems, and coordinated data batch downloads (while ensuring the confidentiality requirements of FERPA, 34 CFR 361.38, and 20 CFR part 603)
- 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.

FERPA

Permission to Release Student Information

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

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

Signature _____

Date _____

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

Partner Agency Name Diné College Adult Education

Authorized Signatory Chh. M. R. Q

Position Title President, Diné College

Date 4/25/18

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