#### Annual Program Report Cover Page

Program Name:	ABQ-ALC
Institution or Organization:	Albuquerque Adult Learning Center, Inc. (ABQ-ALC)
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Workforce Region(s) Served:	Central Region
Submission Date:	August 31, 2021
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August 31, 2021 DATE

Signature of the Chief Executive Officer or Designee

Gloria J. Rael, Executive Director

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.** Describe your program. Include the services you provide under WIOA Title II, the student population you serve, and how you are using AEFLA funding in ways that are allowable under the statute.

ABQ-ALC, founded in 2010, is a community-based organization with a mission to create and support thriving adults in a safe and communal environment through student-focused adult education and career services. ABQ-ALC's goals are closely aligned with our vision to foster an individual's desire for education, opportunity, and independence. We fulfill our goals by providing almost 300 participants each year with FREE individualized synchronous, asynchronous, and one-on-one instruction. Over 99% of ABQ-ALC's population served last year were below 9<sup>th</sup> grade levels and over 80% were below 6<sup>th</sup> grade levels. Because ABQ-ALC believes literacy as well as creating livable wages and self-sufficiency involves the entire family, our hybrid models are designed to support families including the following program services allowable under the AEFLA statute:

- Adult Education: levels 1 to 6,
- Aligned Regional Consortium (ARC) Literacy: literacy instruction for adults below 6<sup>th</sup> grade levels,
- Family Literacy: literacy for adults, STEAM for the child/ren of enrolled parent(s), and Family Engagement activities for the entire family,
- Career Pathway services: Pre-Apprenticeship services, an Integrated Education & Training Program.
- Distance Learning and Financial Education: levels 1 to 6.

# 2. Describe any cooperative arrangements your organization has with other agencies, institutions, or organizations for the delivery of adult education and literacy activities. Please specify degree of formality for each arrangement described (e.g. purely informal agreement vs. MOA/MOU).

During the past year, ABQ-ALC, a community-based organization, has renewed and/or developed the following cooperative arrangements which include formal Memorandums of Understanding (MOU's):

Renewals MOU's:	Newly developed MOU's:
ARC Literacy: Literacy	ABC NM: Dual IET Pre-Apprenticeship
Bernalillo County: Family Literacy	Albuquerque Public Schools: Duranes
Central Adult Education*: Referrals	Elementary site and Family Literacy Services
<b>City of Albuquerque:</b> Operating Sites	ARC Literacy: Literacy & Family Literacy
Goodwill: Employment assistance	First Nations: Health & Prevention support
<b>UNM EOC</b> : College admission support	International District Economic Dev: Referrals
WCCNM: MOU & IFA	

Our community-based organization has a reputation for strong partnerships dating back to 2006. Each of the aforementioned MOU's are developed with the student in mind for continuous operating services. Disruptions such as a pandemic can be very disruptive to any AE programs including a small non-profit like ABQ-ALC. However, ABQ-ALC's established formal agreements with the City of Albuquerque over the past 15 years, for example, provides ABQ-ALC with free dedicated space and our students with other health and social services. Our students and their families directly benefit from our strategically embedded programming. Each of our renewal collaborations are mutually beneficial to our partners where integrated services help us assist the City and County to address unmet community education needs. Our newly developed MOU's support new programming services including our Family Literacy and the implementation of our Integrated Education & Training "Pre-Apprenticeship" Program. Leveraging collaborative resources has been one of our organization's greatest assets and supports persistence for those committing to our program offerings.

# **3.** Please describe the impact of the COVID pandemic on your program. How were goals, timelines, and collaborative arrangements affected? Describe any substantial changes your program made to both general service delivery and to specific policies or procedures, including testing.

The COVID pandemic had a negative impact on our program with our enrollment numbers over the prior year. During FY 2019-20, (which included only one quarter of COVID-19), our total enrollment was 317. This current reporting period (FY 2020-21, four quarters of COVID-19), the overall number served is 212. This is a 33% decrease over the prior year. ABQ-ALC moved to asynchronous instruction following the March 2020 statewide closures. One hundred percent of all registrations and instruction moved from in-person to online services.

Our three target goals remained the same, but our services were focused on better supporting students with distance learning including offering access to computers and Wi-Fi through hotspots and incorporating digital literacy and assessment to those in need of support. For example, our targeted goals include increased enrollment, Measurable Skills Gains (MSG) and the implementation of our Integrated Education and Training (IET) as follows:

- Enrollment: Our total numbers served during this reporting period is 212 students, a decrease of 33% over the prior year. Of the 212 students served, 135 or 64% are fundable students according to NRS Table 4. ABQ-ALC attributes its ability to maintain enrollment during the pandemic to over 12 years of distance learning experience and our overall adaptability in moving to 100% remote instruction immediately following statewide COVID-19 closures.
- Measurable Skills Gains (MSG): Our MSG rates increased over the last fiscal year from 30.81% to 34.81%. Also, our TABE level gain rate also increased from 21.72% to 27.41% over the prior year. These are increases in MSG and level gains during a pandemic. ABQ-ALC attributes this incredible performance to weekly professional development meetings by our program director, an initiative implemented to train an entirely new group of instructional staff. Onsite pre- and post-testing restrictions required strategic support for our students evidenced by our 36% post-test rate during a pandemic of which 37 of 48 students made a level gain.
- Integrated Education and Training (IET): Our goal over the past three years has been to develop a fully integrated IET program. During this reporting period, we successfully continued our IET program with Associated Builders and Contractors of New Mexico (ABC NM) including WIOA funding from Workforce' Dislocated Worker Program. We also submitted our first ever challenge grant on June 14, 2021, in support of this collaboration.

Our instructional timelines changed as follows: ABQ-ALC will integrate leveled class placements as follows:

- ▶ Level 1 or 2: Automatically placed in the literacy cohort,
- ▶ Level 3 or 4: Placed at either of three site options,
- Level 5 or 6: Placed in one specific cohort. Additionally,
- Students will transition to higher leveled cohorts as they progress in the TABE or by teacher recommendation
- ABC referrals will be the exception as they will be placed in the ABC cohort regardless of test scores.

Collaborative arrangements were strained, and almost exclusively, unavailable due to site closures; however, many services for students such as post-secondary education assistance were available online through zoom meetings.

# 4. Describe any substantial changes your program made to both general service delivery and to specific policies or procedures, including testing:

ABQ-ALC implemented or continued three programs including our Literacy ARC, Family Literacy and ABC NM IET, all huge undertakings during a pandemic. Implementation/continuation of these three programs involved significant collaborative virtual meetings with our partners as well as in-house professional development and coordination.

- Staffing/Resources: ABQ-ALC experienced significant staffing changes in 20-21. Only one (1) instructor from the previous year was retained. Also, our veteran data tech and student support specialist resigned. In July of 2020, we hired two (2) instructors and a data tech. We hired (2) additional instructors in August of 2020. In November of 2020, one of our new instructors resigned, resulting in the hire of another new instructor. In March of 2021, our data tech decided to retire, resulting in the addition of another part-time data technician.
- Online Testing and Digital Literacy: TABE testing was administered solely online for Quarters 2-4 in 2020-2021. This proved to be problematic as many students had internet connectivity and digital literacy barriers. As a direct result:
  - We implemented weekly one-on-one digital literacy tutorials for new students prior to pre-testing. Students were instructed on how to access and use Google Meet as that was the meeting platform we used for testing. They were also able to work through any technical issues they had. This has since evolved into an 8-hour digital literacy curriculum being delivered during our new student onboarding process in fiscal year 2021-2022.
  - Our intake coordinators assisted instructors with scheduling and proctoring of TABE post-tests throughout the year.
  - Staff conducted evening and weekend testing sessions in order to accommodate student schedules.
  - Despite our best efforts, our post-test rate decreased due to barriers arising from online testing.

# 5. As the state comes out of the pandemic, please describe your program's plan for re-opening. Include how you intend to incorporate distance learning into your program practices moving forward.

ABQ-ALC's returned to in-class instruction on August 9<sup>th</sup>, with full access to our three City of Albuquerque community center sites. The Associated Builders and Contractors of New Mexico (ABC NM) is also making their new construction facility available to our program for our Pre-Apprenticeship Programming.

ABQ-ALC plans to continue offering distance learning into our programming as follows: We have an instructor assigned to our Distance Learning cohort. This instructor provided distance learning instruction prior to COVID, so he has a wealth of experience with distance learning that has only been enhanced by COVID. Unlike our other cohorts, which operate on a hybrid delivery model, our distance learning cohort is offered 100% online and utilizes both Khan Academy and Essential Education instructional software for student assignments. Like the other cohorts, our distance learning students are expected to complete a minimum of 8 instructional hours per week.

## Section II. Student Data 2020-2021

Please enter the following student data for your total program for program year 2020/2021.

Average contact hours for students with 12 + hours experiencing level gains	132
Count of all HSE graduates with 12 + hours	12
Percentage of total number of students achieving a measurable skill gain	34.81%
Percentage of total number of students achieving employment second quarter after exit	31.55%
Percentage of total number of students achieving employment fourth quarter after exit	9.88%
Median earnings for former students in the second quarter after exit	\$3,557.26
Total # of students reporting TRANSPORTATION issues that impact the ability to participate in the AE	
Program.	34

## Section III. Evaluation of Program Effectiveness

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

Jamie: if you can provide a summary table of all instructor reports like the one NMAE used to require, we can describe how each did. Just add that file below:

# 1. When you look at your program data, what noteworthy trends do you see? Anchor your answer in the data and discuss any action items these observed trends may suggest.

Despite experiencing a 33% decrease in students served (attributed to the requirement of offering 100% virtual services throughout the year), we experienced an increase in overall MSG rate and TABE level gain rate. This shows strong evidence of the efficacy of instruction. We anticipate that returning to in-person instruction will result in significant increases in all performance areas.

2. When you look at your program data, how effective do you gauge your program to be, and why? Discuss areas of both strength and challenge, grounding your answer in the data. In your response, please discuss how your program's outcomes compare with the state-adjusted levels of performance in the state plan. They are:

State Adjusted Levels of Performance			
Performance Measure Expected Level of Performance			
Measurable Skill Gain (MSG)	40%		
Credential Attainment Rate	22%		
Employment (Second Quarter After Exit)	24%		
Employment (Fourth Quarter After Exit)	26%		
Median Earnings (Second Quarter After Exit)	\$3,750.00		

Based on the data, we can conclude that our instructors are highly effective in increasing a student's skill levels to make NRS level gains, particularly with the lower-level students. However, our post-test rates were lower than in previous years. This is attributed to the requirement of virtual testing. The program director spoke with instructors weekly regarding post-testing updates, and instructors were very candid about their frustration in scheduling students for testing. Students would frequently reschedule or not show for testing appointments. We anticipate that this trend will not continue with in-person testing. We do anticipate an increase in MSG and credential attainment rates in the upcoming fiscal year and plan to meet or exceed the state adjusted levels of performance. We also will continue offering career pathways transition support so that we continue to meet or exceed the state levels of performance for employment outcomes.

# **3.** What approaches does your organization currently use to improve performance, and how does your organization share promising practices among your program sites?

At ABQ-ALC, we believe that consistent professional development and staff support and communication are essential for improved performance. Our program director meets with each instructor at least bi-weekly to discuss staff needs, review performance, and discuss upcoming deadlines. Student status is also tracked in an online Trello board where instructors are given a list of post-test eligible students that is updated weekly. This allows instructors to schedule testing in a timely manner. In addition, all staff meet at the end of every 6-week term to review performance to-date. If there are areas in need of improvement, the group will develop strategies to address these needs.

In keeping with our literacy cohort practices for low-level learners, mixed-level students attending synchronous or asynchronous instruction enter and participate in our onboarding sessions. This practice coupled with digital literacy provides registrants with full confidence of support wherever they are in terms of keyboarding skills and feeling prepared to enter the classroom. The promising practices among our program sites is that each instructor has evidenced level gains. For example, the table below identifies the contribution of each staff with respect to targeted performance measures.

Reporting Criterion	Total	Site 1	Site 2	Site 3	Site 4	Site 5	Tutoring
Total Number of Students Served							
Number of fundable students served (Table 4)							
Number of students who are eligible for a post-test							
Number of students who complete 40+ hours AND complete a TABE post-assessment							
Number of students who achieve one or more NRS Level Gains on the TABE post- assessment							
Number of students who pass all subject of the GED® or HiSET Test							
Number of students who enter employment							
Number of students who retain employment							
Number of students who enter post-secondary education							

ABQ-ALC will continue to offer digital literacy, literacy instruction, family literacy and career pathways support to help those entering below 9th-grade equivalency levels. We have successfully transitioned to inperson instruction, and we will continue offering this as long as local mandates allow. We are also continuing to recruit volunteer tutors who will work directly with our literacy cohort, both within the classroom and on a one-on-one basis. We will continue to offer flexibility in programming including continuation of our distance learning cohort to accommodate student scheduling needs.

# 4. Describe in detail any program improvement initiatives you plan to pursue in the upcoming program year.

- With respect to our newest pre-apprenticeship initiative, we plan to provide onsite services at our ABC NM partner's location. This will greatly support enrollment and marketing of this new program.
- We plan to continue developing our Literacy ARC cohort group, where we anticipate an increase in enrollment as well as measurable skills gains.
- Additionally, we plan to continue into year-2 of our Family Literacy Program at Duranes Elementary. Due to the continuation of the pandemic, we have developed a new partnership with "Los Duranes" Community Center for a temporary new site while the Albuquerque Public Schools (APS) determines whether or not we can serve parents of children and/or families attending Duranes.
- Our Program Director will continue to offer direct support to instructors moving from one-onone instructor meetings to formal class session observations. This access further promotes a student's ability to communicate directly with an administrator should the need arise.

# 5. How has your program's effectiveness been affected by the pandemic? Again, use data to support your response.

COVID-19 impact on program effectiveness relative to ABQ-ALC's three targeted goals: ABQ-ALC continued to provide instruction 100% online was throughout FY 2020-21. Despite an overall enrollment decrease of 33% and reduced contact hours (8,601) over the prior year (10,938) accounting for a 21% decrease, our data reflects an overall increase in measurable skills gains from 31.3 to 34.81%, a small increase over the prior year during a pandemic year. We also were successful in fully implementing our Career Pathways Integrated Education and Training (IET) Program with 16 total students served in the fiscal year.

### Section IV. WIOA Partner Activities, Career Services, and Training Services

For this section we will be asking about working with WIOA Partners, alignment with LWDB plans, infrastructure agreements, one-stop responsibilities, and career and training services.

1. What is the total number of participants in your program who received career and training services, respectively, during the most recent program year? For definitions of career and training services and other information, please see the appendix to this report template.

212 received an initial TABE pre-assessment and intake and orientation information as outlined in the appendix.

2. What is the *average cost per participant* for those who received career services and training services, respectively, during the most recent program year? For definitions of career and training services, how to calculate these costs, and other information, please see the appendix to this report template.

Our cost per student for career and training services was \$1,384.

3. 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.

ABQ-ALC shall provide aligned local workforce development plan services through our Career Pathway services with the full implementation of our IET Program. Our project partners and services are illustrated below to advance Native American candidates for seven construction industry trades.

> YDI Screening & Intake: YDI screens for program eligibility and student completes YDI's intake paperwork & TABE assessment (Reading and Math)

➤ ABQ-ALC Intake: Student is referred by YDI to ABQ-ALC, student completes ABQ-ALC's intake paperwork and TABE Language assessment, and student completes ABQ-ALC's new student orientation (virtual via Google Meet)

HSE Instruction: Student attends HSE preparation classes with ABQ-ALC instructor, student completes asynchronous online instruction, and student passes as many official GED® or HiSET tests as possible.

Core class: Mid-May to mid-August: student attends and completes the team-taught Core class (ABQ-ALC & ABC), student will focus on HSE math during Core class and supplemental HSE instruction will be offered on other days during this time.

> Apprentice: Once student passes all subjects of the official GED® or HiSET test, student will begin Year I of his/her chosen apprenticeship track (seven construction industry trades include carpentry, electrical, HVAC, Laborer, Masonry, Plumbing, and Sheet Metal)

# 4. 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.

ABQ-ALC's Career Pathway strategic goal during year-2 was to fully implement an Integrated Employment and Training (IET) Program. This strategic activity included full implementation by December 30, 2020, with the approved linkage Associated Builders and Contractors of New Mexico (ABC NM) and Youth Development Incorporated of New Mexico (YDI NM) and classes resuming May 18, 2021. This collaboration provides the dual instruction partner (ABC NM) and direct funding through the Workforce's Dislocated Worker Program administered by YDI NM. The activities include:

- > ABQ-ALC, One-Stop Center and Economic Development Placements
- Design Apprenticeship customized pre-apprenticeship Training
- > Dual pre-apprenticeship ABE and HSE instruction (contextualized learning)
- 5. Include a copy of your program's MOU and IFA (if applicable) with the Local Workforce Board(s) in the area(s) in which you provide service. Please indicate the amount your program contributes in your IFA. If you do not have an MOU and/or an IFA, please inform of us of any efforts or discussions toward MOUs and IFAs in your local area. We want to get a sense of where you are in these activities, even if you do not have (or yet have) an MOU and/or IFA.

See attached MOU and IFA with the Central Region Workforce Board for Adult Education services which includes literacy, family literacy, adult literacy, and pre-apprenticeship IET services.

## Section V. Career Pathways Activities

For this section, please describe how the program has developed its Career Pathways service delivery model and supported related career pathway activities during the 2020-2021 program year.

# **1.** Please describe the extent of your program's participation in the state-sponsored Career Pathways Institute this year (CPI Year 2) and note any significant developments and/or challenges in your program's efforts to move toward a more pathways-oriented service delivery model.

ABQ-ALC participated in CPI Year 2 with a program administrator and three staff regularly contributing and presenting our IET development activities. Not only did we attend and participate in all webinars throughout the year we also participated in peer-to-peer activities with the UNM-Valencia Next Steps program. In addition, we developed a career pathways Google Classroom that allows students to research their careers of interest, learn about local employment prospects through informational interviews and job shadowing, create a resume, research post-secondary institutions, and work toward entrepreneurship if applicable (i.e., apply for a business license and create a business plan). The classroom also contains several resources such as links and videos. Assignments are meant to be self-paced, and students can begin at any point in the process that they see fit. This Google Classroom was piloted by a small group of students from February through May of 2021 and is now available to all students enrolled in, and/or students who leave the program.

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

The Career Pathways Google Classroom is not only a self-paced instructional tool for students. It is also a resource library for instructors to utilize in their classrooms. All assignments in the Google Classroom can be expanded upon within a class cohort, ensuring that instructors will offer curriculum that is contextualized to career pathways.

The Albuquerque Adult Learning Center (ABQ-ALC), Inc. is also on Year-3 of our Integrated Education and Training (IET) pre-apprenticeship program. ABQ-ALC designed contextualized HSE curriculum including pre-apprentice workplace skills, construction math and reading, and preparation materials for all official HSE exam subjects. The HSE class includes 2.5 - 4 hours per week of synchronous prep instruction. In addition to HSE instruction, learners will receive workplace skills such as collaboration, leadership, punctuality, conflict resolution, communication, and digital literacy.

Associated Builders and Contractors of New Mexico (ABC-NM) supports the redesign of the Core Curriculum, a 9-module introduction to construction basics. The Core Curriculum will serve as a prerequisite for other trades. Classes will include Safety/OSHA 10, Introduction to Hand and Power Tools, Introduction to Construction Drawings, Basic Rigging and Material Handling, and more. In addition to regular classes, learners will attend a presentation each month by each apprentice instructor that focuses on a specific apprenticeship track. The Core curriculum will run for 14 weeks and includes 5 hours of instruction per week. Associated Builders and Contractors will also provide dual design of Craft Trades classes for preapprentices who have completed the Core Curriculum but have not achieved the HSE in preparation for the apprenticeship.

# **3.** If your organization is currently in the process of developing any new IET programming or is currently working in partnership with another organization or entity to develop such programming, please describe the nature and status of the effort here.

As mentioned under section IV, item 3, ABQ-ALC has fully implemented its IET programming with 16 participants attaining 424.5 contact hours under this newly developed cohort group. This includes three partnerships from adult education (ABQ-ALC), the business sector (ABC NM), and workforce/WIOA (WFCNM).

- Albuquerque Adult Learning Center, ABQ-ALC, Inc., is an established Adult Education Provider since 2010. ABQ-ALC provides the design of the pre-apprentice work-place skills, contextualized HSE curriculum including construction math and reading, as well as preparation materials for all official HSE exam subjects.
- Associated Builders, is a registered Apprenticeship for 40 years, provides a training site for building and related construction industries including Carpentry, Electrical, Laborer, Plumbing, Masonry, and Sheet Metal. Associated Builders will provide hands-on safety and introduction to tools training. HSE completers also obtain employment preference.
- YDINM administers the Dislocated Worker Program providing the support for our preapprenticeship participants with on-the-job training, job shadowing, and other dislocated youth services to over 40% of our participants. ABQ-ALC will integrate contextualized instruction concepts.

4. If your organization provides formal work-based learning opportunities to your students, or if it has a collaborative arrangement with another organization or entity to provide such opportunities (or is in the active planning stages of such an effort), please describe those opportunities and/or partnerships here.

N/A

### Section VI. Curriculum and Instruction

For this section, please describe your program's efforts to increasingly align curriculum and instruction with the 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.

During FY2020-21, ABQ-ALC offered sufficient instructional intensity online as it did previously under a one-on-one basis in the classroom resulting in increases in our overall MSG rate over the prior year (from 31% to 34.81%) with 12 less students, or 37 making the level gains than in the prior year during a pandemic. ABQ-ALC's program required eight hours per week attendance intensity, a decrease of 4 hours because of the pandemic. Students were provided the ability to choose their class cohorts based on their scheduling needs with seven available options. Each class cohort, facilitated by one of our trained instructors, offered both synchronous and asynchronous virtual learning options including weekly google, classroom assignments, Khan Academy, tutoring sessions with our Distance Learning/asynchronous option, as well as on-demand sessions also offered virtually.

ABQ-ALC continued as usual, separating its fiscal year into eight 6-week terms. Given the 8-hour per week instructional requirement, students were expected to reach 40 instructional hours and complete a post-test once per term. Post-testing was conducted virtually by each instructor. Each instructor is certified to proctor the TABE 11/12 exam. In addition, our intake coordinator and data tech, both TABE certified, assisted with proctoring TABE post-tests. Attendance data was entered weekly and informed staff of students potentially ready to take a post-test on a weekly basis. Instructors utilize TABE score reports to inform instructor and program staff turnover at the beginning of the 2020-2021 fiscal year, ABQ-ALC's new and veteran instructors consistently provided individualized instruction and support resulting in 212 students served overall, 135 fundable students, 37 number of students achieved level gains for an overall 34.81% MSG rate. The following table compares our evidenced based outcomes showing the significant increase in performance between Term III and Term IV to our final Term VIII of FY 20-21:

	Term III	Term IV	Term VIII
Total Students Served	139	150	212
Fundable Students	65	81	135
Total Post-Tested	11	23	48
Total w/ Level Gains	5	13	37
MSG Rate	12.3%	19.8%	34.81%
Total Graduates	3	4	12

ABQ-ALC closely aligns reading instruction with research from Center for Applied Linguistics, National Center for Family Literacy, and National Institute for Literacy, who respectively support in-house developed curricula that integrates culturally responsive instructional practices. During regularly scheduled in-house professional development (PD), offered ten times per year, instructors and staff actively discuss how to apply research-based instructional practices within the ABQ-ALC context; it is an integral component of ABQ-ALC culture. Most recent PD on reading instruction discussed brain-based learning theory and techniques learned in the *Training from the Back of the Room* (Bowman, 2009) statewide training that occurred in 2018 and 2019. ABQ-ALC also purchased training and curriculum materials from Mockingbird Education, which uses cognitive instructional design, behavioral psychology, and social psychology at its core for all training and teaching resources. These resources have elevated teachers' thinking for applying formative strategies on reading efficacy, most notably, on ways to explicitly teach participants to self-assess reading proficiency in other academic subjects (math, writing) for test preparation and level gains in every subject area.

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.

Two instructional practices improved reading skills as evidenced by level gains (30% average) in all domains of TABE: homework accuracy and communication frequency between participants and instructors. First, reading blocks use blended approaches with technology-enhanced, peer-engaged reading activities that comprehensively integrate Common Core science and social studies texts (main idea, topic, tone, purpose) and textual genres (experiments, diagrams, graphs, photos, illustrations). Research-based activities in reading lessons include cooperative, small group discussion with mixed levels; phonemic awareness; word analysis; interactive, online vocabulary quizzes (Kahoot and Nearpod are favored online quiz tools); and modeling where the teacher reads aloud and participants listen, respond, make inferences, and co-analyze reading levels together. Second, starting in FY 2016-2017 and increasing in intensity since March of 2020, Google Classroom as well as other Google Tools (Docs, Sheets, Slides, Drive, etc.) utilization affected every aspect of customized learning and collaborative teaching. Five aspects of Google Classroom that directly impacted reading level gains were: 1) virtual communication on student assignments; 2) multimodal assignments (watching, reading, listening, writing, speaking); 3) real-time access to assignments (creating/archiving assignments); 4) managing real-time shifts in discussion, comments, questions; and 5) integrated reading/writing learning apps that were cross-platform and mobile, which aided in assignment completion.

We also provided access to over 100 students, making Chromebooks purchased with carryover funding as well as from NMHED loaned equipment.

Additionally, we provided digital literacy, distance learning and literacy services to a sole cohort group which further supported our overall improved performance during a pandemic.

# **3.** Describe your program's efforts to implement the CCRS and any challenges to the full implementation of the standards. Please include information on curricular resources used to support the implementation of CCRS.

All lesson plans must reference the College and Career Readiness Standards of Adult Education (CCRS). In addition, lessons must be contextualized to career pathways. Regardless of the textbook, learning software, or lesson resource, the instructor must be able to demonstrate that each lesson has a career pathways component. Doing so ensures not only that students "begin with the end in mind," but that the content is relevant and applicable to their lives. This method of instruction will be utilized for literacy students as well as higher level learners. We also recommend that learning resources have differentiated instruction options and multimodal forms of delivery. For example, Khan Academy, "EdReady", YouTube, and Google Classroom are all learning tools that can be used both in the classroom and at a distance for every level of learner and can be contextualized to career pathways.

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

For this section, if your program received IELCE funding for 2020-2021, please describe IELCE activities and services provided by the program this fiscal year. N/A

(If your program does not receive IELCE funding, just indicate N/A).

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

**2.** Describe your program's efforts in meeting the requirement to provide IELCE services in combination with providing access to integrated education and training activities.

N/A

**3.** Describe how your program is progressing towards program goals of preparing and placing IELCE program participants in unsubsidized employment in in-demand industries and occupations that lead to economic self-sufficiency as described in WIOA section 243(c)(1) and discuss any performance results, challenges, and lessons learned from implementing those program goals.

N/A

**4.** Describe how your program is progressing towards program goals of ensuring that IELCE program activities are integrated with the local workforce development system and its functions as described in section 243(c)(2) and discuss any performance results, challenges, and lessons learned from implementing those program goals.

N/A

## **VIII.** Programs for Corrections Education and the Education of Other Institutionalized Individuals

For this section, if the program served incarcerated or other institutionalized individuals as defined in WIOA Sec. 225, please describe the activities and services provided by the program this fiscal year.

(If your program did not provide these types of services in 2020-2021, just indicate N/A). N/A

- 1. Please indicate the number of Corrections Education and the Education of Other Institutionalized Individuals students (12+ hours) served: N/A
- 2. Describe your program goals and activities for serving this student population as well as any transition activities that allow for students to continue receiving services upon release.

N/A

**3.** Describe the relative rate of recidivism for criminal offenders served. Include the methods and factors used in calculating the rate for this reporting period.

N/A

## IX. 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 2020-2021. *If you have your own program tracking system/spreadsheet, you may simply attach those in lieu of the sheet below.* 

			Full or		Years of	Professional		
Last Name	First Name	Position	Part	Educational	Experience	Development	Date	Location
			Time	Attainment	in AE	Attended		
						Teachers' Institute	9/17-18/2020	Virtual
						NMAEA Conference	3/11-12/2021	Virtual
Chavez	Bruno	AE Instructor	FT	MA	6 years	PD In-House Training	1/5-8/2021	Virtual-
					•	Teachers' Institute	9/17-18/2020	Virtual
						NMAEA Conference	3/11-12/2021	Virtual
Enka	Samuel	AE Instructor	FT	BA	2 years	PD In-House Training	1/5-8/2021	Virtual
						NMAEA Conference	3/11-12/2021	Virtual
Phillips	Karina	AE Instructor	FT	BA	10 years	PD In-House Training	1/5-8/2021	Virtual
						Teachers' Institute	9/17-18/2020	Virtual
						NMAEA Conference	3/11-12/2021	Virtual
Kader	Nadia	AE Instructor	FT	MA	4 years	PD In-House Training	1/5-8/2021	Virtual
						Teachers' Institute	9/17-18/2020	Virtual
						NMAEA Conference	3/11-12/2021	Virtual
						PD In-House Training	1/5-8/2021	Virtual
Villarreal	Raul	AE Instructor	PT	JD	7 years	PD In-House Training	7/7-9/2020	Virtual
						Teachers' Institute	9/17-18/2020	Virtual
						NMAEA Conference	3/11-12/2021	Virtual
		Program				PD In-House Training	1/5-8/2021	Virtual
Trujillo	Jamie	Director	FT	MS	16 years	PD In-House Training	7/7-9/2020	Virtual
						NMAEA Conference	3/11-12/2021	Virtual
		Executive				PD In-House Training	1/5-8/2021	Virtual
Rael	Gloria	Director	FT	MPA	15 years	PD In-House Training	7/7-9/2020	Virtual
						NMAEA Conference	3/11-12/2021	Virtual
						PD In-House Training	1/5-8/2021	Virtual
Mosley	Faith	Intake Coord/	FT	MA	14 years	PD In-House Training	7/7-9/2020-	Virtual
Edelen	Matthew	Intake Coord/ Data Tech	FT	-	2 years	NMAEA Conference	3/11-12/2021	Virtual

## X. 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

1. Thease indicate Total notifs contributed <b>Volunteer Tators</b>				
Total hours contributed	Fair Market Value per Hour	Total		
175	\$23	4,375		

 2. Please indicate FY 2020-2021 hours contributed –Volunteer Admin (Receptionist/Front Desk)

 Total hours contributed
 Fair Market Value per Hour

 0
 0

 3. Please indicate FY 2020-2021 hours contributed – Board of Directors (Organizational Development)

 Total hours contributed
 Fair Market Value per Hour

 60 hours
 \$25

- 4. Please indicate total fair market value of donated supplies and materials. (e.g., books)
- 5. Please indicate total fair market value of donated equipment. N/A
- 6. Please indicate total fair market value of donated IT infrastructure and support.

5,400

N/A

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

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

Square footage of donated space	Fair Market Value per Square foot	Total
0	0	0

#### Alternate option:

Please indicate institution's building renewal and replacement allocation: N/A

(Please cite the source document for the amount)

## X. Fiscal Survey (Continued)

#### A. Additional grants, funding from partnerships, etc.

Please list other sources of support and their contributions for FY 2020-2021.

Source	Amount
Bernalillo County	\$52,824
Cares Act	\$15,000
Nusenda Foundation	\$2,000
Rotary Foundation	\$2,000
Sandia Labs	\$5,000

#### **B.** Program Income Activities

Please indicate the amount of PROGRAM INCOME generated from your program for the 2020-2021 fiscal year.

N/A

Please list the PROGRAM INCOME EXPENDITURES below:

AEFLA allowable activity	Amount

#### C. Administrative Costs

Please provide the percentage of your federal allocation that you spent on administrative costs. WIOA provides specific definitions for administrative costs in section 3(1). 100% of our federal funding went directly to programming. Additionally, no federal funding was allocated to administrative costs.

Please attach your NRS tables and MOU/IFA documents to the end of this document, scan it, and, if possible, submit **one single PDF document** to: adult.education@state.nm.us AND amy.anderson@state.nm.us no later than 5:00 p.m. on September 1, 2021.

#### **Appendix: Career and Training Services**

WIOA section 116(d)(2)(F) specifies that in the Statewide Annual Performance Report, programs must provide "the average cost per participant of those participants who received career and training services, respectively, during the most recent program year and the three preceding program years." WIOA defines career services and training services for all core programs in sections 134(c)(2) and 134(c)(3). **Those that are applicable to AEFLA are listed in the table below**. As you can see, there are five general AEFLA activities defined as career services and one training service (IET programs).

Please note that this is the first time the state office has requested cost calculations for career and training services in the Annual Report. As such, we do not expect you to calculate these costs for the three *preceding* program years, as stipulated by WIOA Section 116. For this report, *we ask you to calculate these costs only for Program Year 2020-2021*.

We fully recognize that calculating these costs may be difficult this year, as you may not have been aware that you would need to keep track of these expenditures separately. This year, please do your best to calculate these expenditures faithfully; we appreciate your efforts. Please plan to collect this information carefully in the current program year, as this reporting will be a part of the annual report going forward. We have plans to issue further guidance on tracking these costs in the near future; please contact the state office for assistance as needed. When you have questions, please send them to us. Those will help us craft the guidance.

#### The calculation for the average cost per participant of providing career services is:

Total expenditures for Career Services (excluding administrative costs\*) / Total participants receiving career services\*\* from your AEFLA-funded program.

The calculation for the average cost per participant of providing training services is: Total expenditures for training services (excluding administrative costs\*) / Total number of participants receiving training services from your AEFLA-funded program.

\*WIOA provides specific definitions for administrative costs in section 3(1). \*\*Please note that because of the nature of career services (see table below), all or nearly all of the students in your programs receive career services.

OCTAE Program Memorandum 17-2 provides more detailed discussion of career and training services as well as further instruction on calculating these costs accurately. You can access this Memorandum at <a href="https://www2.ed.gov/about/offices/list/ovae/pi/AdultEd/octae-program-memo-17-2.pdf">https://www2.ed.gov/about/offices/list/ovae/pi/AdultEd/octae-program-memo-17-2.pdf</a>

Career and Training Services Applicable to AEFLA	Category of Service
Outreach, intake, and orientation information	Career Service
Initial assessment of skill levels including literacy, numeracy, and English language proficiency, as well as aptitudes, abilities, and	Career Service
supportive services needs	
Referrals to and coordination of activities with other programs and	Career Service
services.	
Provision of performance information and program cost information	Career Service
on eligible providers of education, training, and workforce services	
by program and type of provider.	
Provision of information on availability of supportive services or	Career Service
assistance and appropriate referrals (including child care; child	

support; medical or child health assistance available through the State's Medicaid program and CHIP; SNAP benefits; EITC; assistance under TANF, and other supportive services and transportation)	
Integrated Education and Training (IET) programs	Training Service

**Source:** Program Memorandum OCTAE 17-2, Appendix 7 – Table C

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

▼

Select Reporting System:

NRS FY 20-21

Agency:

Albuquerque Adult Learning Center, Inc. (ABQ-ALC)

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

Entering Educational		an Indian a Native	Asian		Black or America	African- In	Hispanic/L	atino	Native H or Other Islander		White		More tha Race	an One	Total
Functioning Level (A)	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 (0)	(P)
ABE*** Level 1	0	1	0	0	0	0	4	1	0	0	0	1	0	0	7
ABE Level 2	2	5	0	0	1	4	13	26	0	0	1	2	0	1	55
ABE Level 3	1	7	1	1	1	0	11	24	0	0	2	4	1	0	53
ABE Level 4	0	1	0	0	0	0	9	7	0	0	0	0	0	0	17
ABE Level 5	0	0	0	0	1	0	2	0	0	0	0	0	0	0	3
ABE Level 6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ESL*** Level 1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ESL Level 2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ESL Level 3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ESL Level 4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ESL Level 5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ESL Level 6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	3	14	1	1	3	4	39	58	0	0	3	7	1	1	135

\*A participant is an individual in an AEFLA program who has completed at least 12 contact hours.

\*\* See definitions for ethnicity/race categories.

\*\*\* ABE = Adult Basic Education; ESL = English as a Second Language

#### Ethnicity/Race:

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

American Indian / Alaska Native: The participant indicates that he/she is a member of an Indian tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act (85 Stat. 688) [43 U.S.C. 1601 et seq.], which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians.

Asian: The participant indicates that he/she is a person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian Subcontinent (e.g., India,

Pakistan, Bangladesh, Sri Lanka, Nepal, Sikkim, and Bhutan). This area includes, for example, Cambodia, China, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

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

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

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

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

Sex:

Male: The participant indicates that he is male. Female: The participant indicates that she is female.

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

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

Select Reporting System:

NRS FY 20-21 🔹

Agency:

Albuquerque Adult Learning Center, Inc. (ABQ-ALC)

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

	American or Alaska		Asian		Black or America		Hispanic/L	atino	Native ⊢ or Other Islander	Pacific	White		More tha Race	an One	Total
Age Group (A)	Male (B)	F (C)	M (D)	F (E)	M (F)	F (G)	M (H)	F (I)	M (J)	F (K)	M (L)	F (M)	M (N)	F (0)	(P)
16-18	1	0	0	0	0	0	12	7	0	0	1	0	0	0	21
19-24	2	5	0	0	0	1	11	16	0	0	1	1	1	1	39
25-44	0	9	1	1	3	2	13	32	0	0	1	5	0	0	67
45-54	0	0	0	0	0	1	1	3	0	0	0	0	0	0	5
55-59	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1
60+	0	0	0	0	0	0	1	0	0	0	0	1	0	0	2
Total	3	14	1	1	3	4	39	58	0	0	3	7	1	1	135

\*A participant is an individual in an AEFLA program who has completed at least 12 contact hours.

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

\*\*\*See definitions of ethnicity/race categories.

The totals in columns B–O should equal the totals in columns B–O of Table 1. Row totals in column P should equal corresponding column row totals in Table 3.

#### Ethnicity/Race:

See Table 1

## Sex:

See Table 1

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

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

Select Reporting System:

NRS FY 20-21

Agency:

Albuquerque Adult Learning Center, Inc. (ABQ-ALC)

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

▼

	American or Alaska		Asian		Black or America		Hispanic/L	atino	Native H or Other Islander	Pacific	White		More tha Race	in One	Total
Age Group (A)	Male (B)	F (C)	M (D)	F (E)	M (F)	F (G)	M (H)	F (I)	M (J)	F (K)	M (L)	F (M)	M (N)	F (0)	(P)
16-18	2	0	0	0	0	0	4	2	0	0	1	0	0	0	9
19-24	0	0	0	0	1	1	6	14	0	0	4	2	1	0	29
25-44	1	3	1	0	0	1	6	19	0	0	1	0	0	0	32
45-54	0	0	0	0	0	0	0	4	0	0	0	1	0	0	5
55-59	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
60+	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	3	3	1	0	1	2	16	39	0	0	6	3	1	0	75

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

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

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

Ethnicity/Race: See Table 1

#### NRS Table 3: Participants by Program Type and Age

Select Reporting System:

NRS FY 20-21 🔹

Agency:

Albuquerque Adult Learning Center, Inc. (ABQ-ALC)

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

Program Type (A)	16-18 (B)	19-24 (C)	25-44 (D)	45-54 (E)	55-59 (F)	60+ (G)	Total (H)
Adult Basic Education**	20	38	66	5	1	2	132
Integrated Education and Training Program	0	0	0	0	0	0	0
Adult Secondary Education***	1	1	1	0	0	0	3
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	21	39	67	5	1	2	135

\*A participant is an individual in an AEFLA program who has completed at least 12 contact hours.

The total in column H should equal the total in column P of Table 1.

\*\*Number of participants enrolled in ABE levels 1-4. This number includes those enrolled in Integrated Education and Training (IET) Programs (Sec. 203(11) of WIOA).

\*\*\*Number of participants enrolled in ABE levels 5 and 6. This number includes those enrolled in IET Programs (Sec. 203(11) of WIOA).

\*\*\*\*Number of participants enrolled in English Language Acquisition programs but not enrolled in Integrated English Literacy and Civics Education (IELCE) programs (Sec. 243 of WIOA). This number includes those enrolled in IET Programs (Sec. 203(11) of WIOA).

\*\*\*\*\*Number of participants enrolled in IELCE programs (Sec. 243 of WIOA). This number includes those enrolled in IET Programs. It does not include those enrolled in ELA programs.

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

NRS Table 4

Select Reporting System:

NRS FY 20-21 🔹

Agency:

Albuquerque Adult Learning Center, Inc. (ABQ-ALC)

Measurable Skill Gains (MSG) by Entry Level

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

First Peric	od of Partici	pation								All Period	s of Particip	ation		
		Total Number of			Number Who Attained a Second ary	Number of IET or Workpla ce Literacy Particip ants Who Achieve d an MSG Other Than EFL	Number Separat ed	Number Remaini	Percent		Total Number of Periods of Particip ation in Which	Total Number of Periods of Particip ation in Which a Seconda ry School	Total Number of IET or Workpla ce Literacy Periods of Particip ation in Which Particip ants Achieve d an MSG Other Than EFL	Percent age of Periods
Entering Educati		Particip ants	Total Attenda	Number Who	School Diploma	Gain and	Before Achievin	ng in Program	age Achievin	Total Number	Particip ants	Diploma or Its	Gain and	of Particip
onal		Exclude	nce	Achieve	or Its	Second	g	Without	g	of	Achieve	Recogni	Seconda	ation
Functio	Number	d from	Hours	d at	Recogni	ary	Measur	Measur	Measur	Periods	d at	zed	ry	with
ning	of	MSG	for All	Least	zed	School	able	able	able	of	Least	Equivale	School	Measura
Level	Particip	Perform	Particip	One EFL	Equivale	Diploma	Skill	Skill	Skill	Particip	EFL	nt Was	Diploma	ble Skill
(EFL)	ants	ance	ants	Gain	nt	*	Gains	Gains	Gains	ation	Gain	Attained	*	Gains
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)	(N)	(0)

	1													
ABE Level 1	7	0	344.5	1	0	0	3	3	14.29	7	1	0	0	14.29
ABE Level 2	55	0	3461.25	18	2	0	24	11	36.36	56	18	3	0	37.5
ABE Level 3	53	0	3867.75	15	2	0	23	13	32.08	53	15	2	0	32.08
ABE Level 4	17	0	826	3	5	0	2	7	47.06	17	3	5	0	47.06
ABE Level 5	3	0	101	0	1	0	1	1	33.33	3	0	1	0	33.33
ABE Level 6	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ABE Total	135	0	8600.5	37	10	0	53	35	34.81	136	37	11	0	35.29
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	135	0	8600.5	37	10	0	53	35	34.81	136	37	11	0	35.29

- Use participant's pretest score for the 1<sup>st</sup> entry of a program year for initial placement in this table.
- For the purposes of reporting measurable skill gain on Tables 4, 4C, 8, and 10, each program entry per participant during the reporting period is considered a period of participation.
- Count each participant only once in columns E through H. Total number of participants in column B should equal corresponding total number of participants in other NRS tables. Report the most recent measurable skill gain for a participant who achieved more than one measurable skill gain during a period of participation.
- The number in Column C is the number of participants who are being excluded from MSG performance due to the exclusion scenarios listed in OCTAE Program Memorandum 17-2 Attachment 2, Table A. No values associated with these participants should be entered into columns E-I.
- The number in column E is the number of participants who completed one or more Educational Functioning Level (EFL) gains as measured in one of three ways: 1) by comparing a participant's initial EFL as measured by a pre-test with the participant's EFL as measured by a participant's post-test; or 2) for States that offer high school programs that lead to a secondary school diploma or its recognized equivalent, an EFL gain may be measured through the awarding of credits or Carnegie units; or 3) States may report an EFL gain for participants who exit the program and enroll in postsecondary education or training during the program year.
- · Column F is the number of participants who attained a secondary school diploma or its recognized equivalent.
- Column G is the number of IET or workplace literacy participants who achieved an MSG via Secondary or Postsecondary Transcript, Progress Toward Milestones, or Passing Technical/Occupational Skills Exam.
- Enter only the most recent achievement, if attained, per participant in column E or column F or column G. Participants should have an achievement counted in only one of these columns.
- Column H is the number of participants who achieved no measurable skill gain and exited the program. The last day of service cannot be determined until at least 90 days have elapsed since the participant last received services (services do not include self-service, information-only services or activities, or follow-up services), and there are no plans to provide the participant with future services.
- Column I is number of participants who remain enrolled and achieved no measurable skill gain.
- Column B should equal Column C + E + F + G + H + I.
- Column J is calculated using the following formula: (Column J) = (Column E + Column F + Column G)/(Column B Column C)
- Column K is the total number of periods of participation for each participant. A participant may have more than one period of participation. Do not include periods of participation that are excluded from MSG performance due to the exclusion scenarios listed in OCTAE Program Memorandum 17-2 Attachment 2, Table A. No values associated with these periods of participation should be entered into columns K-N.
- Column L is the Total number of Periods of Participation in which at least one educational functioning level gain was achieved. Multiple outcomes are permissible for individual participants with more than one period of participation. Although participants may achieve more than one gain per period of participation, only one gain for a participant per period of participation is reported in EITHER column L or column M or column N.
- Column M is the Total number of Periods of Participation in which a secondary school diploma or its recognized equivalent was attained. Multiple outcomes are permissible for individual participants with more than one period of participation. Although participants may achieve more than one gain per period of participation, only one gain for a participant per period of participation is reported in EITHER column L or column M or column N.
- Column N is the Total number of IET or workplace literacy Periods of Participation in which an MSG was achieved via Secondary or Postsecondary Transcript, Progress Toward Milestones, or Passing Technical/Occupational Skills Exam. Multiple outcomes are permissible for individual participants with more than one period of participation. Although participants may achieve more than one gain per period of participation, only one gain for a participant per period of participation is reported in EITHER column L or column M or column N.

- Column O is calculated using the following formula: (Column O) = (Column L + Column M + Column N)/(Column K)
- For participants **not** enrolled in an IET or workplace literacy program, skill gains are only measured by achievement of at least one educational functioning level or documented attainment of a secondary school diploma or its recognized equivalent.
- Period of Participation: For the Measurable Skill Gains indicator, a new period of participation is counted each time a participant enrolls—even if both enrollments occur within the same program year. It is not necessary to wait until the participant exits the program in order to count a measurable skill gain, because the measurable skill gains indicator is not an exit-based indicator. The skill gain may be counted as soon as it is earned at any point during the participation period of the program year in which it was earned. A person with more than one period of participation in a program year is counted separately for each period of participation in both the numerator and denominator of each applicable performance indicator. Therefore, the person is counted multiple times— once for each period of participation. Please see OCTAE program memorandum 17-2 for examples of counting periods of participation.

#### NRS Table 4A - Educational Functioning Level Gain

Select Reporting System:

NRS FY 20-21 🔹

Agency:

Albuquerque Adult Learning Center, Inc. (ABQ-ALC)

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

Enter number of participants achieving educational gain at each level.

Entering Educational Functioning Level (A)	Number of Participants (B)	Number with EFL Gain For ELA/Literacy or ELP by pre- posttesting (C)	Percentage Achieving ELA/Literacy or ELP EFL Gains (D)	Number with EFL Gain for Mathematics by pre- posttesting (E)	Percentage Achieving Mathematics EFL Gains (F)	Number with EFL Gain by Carnegis Units/Credits (G)	Percentage Achieving EFL Gain by Carnegie Units/Credits (H)	Number with EFL Gain by Transition to Postsecondary Education (I)	Percentage Achieving EFL Gain by Transition to Postsecondary Education (J)
ABE Level 1	1	0	0	1	100	0	0	0	0
ABE Level 2	18	10	55.56	17	94.44	0	0	0	0
ABE Level 3	15	13	86.67	7	46.67	0	0	0	0
ABE Level 4	3	3	100	0	0	0	0	0	0
ABE Level 5	0	0	0	0	0	0	0	0	0
ABE Level 6	0	0	0	0	0	0	0	0	0
ABE Total	37	26	70.27	25	67.57	0	0	0	0
ESL Level 1	0	0	0	0	0	0	0	0	0
ESL Level 2	0	0	0	0	0	0	0	0	0
ESL Level 3	0	0	0	0	0	0	0	0	0
ESL Level 4	0	0	0	0	0	0	0	0	0
ESL Level 5	0	0	0	0	0	0	0	0	0
ESL Level 6	0	0	0	0	0	0	0	0	0

Entering Educational Functioning Level (A)	Number of Participants (B)	Number with EFL Gain For ELA/Literacy or ELP by pre- posttesting (C)	Percentage Achieving ELA/Literacy or ELP EFL Gains (D)	Number with EFL Gain for Mathematics by pre- posttesting (E)	Percentage Achieving Mathematics EFL Gains (F)	Number with EFL Gain by Carnegis Units/Credits (G)	Percentage Achieving EFL Gain by Carnegie Units/Credits (H)	Number with EFL Gain by Transition to Postsecondary Education (I)	Percentage Achieving EFL Gain by Transition to Postsecondary Education (J)
ESL Total	0	0	0	0	0	0	0	0	0
Grand Total	37	26	70.27	25	67.57	0	0	0	0

#### Instructions for Completing Table 4A

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

#### NRS Table 4B

Select Reporting System:

NRS FY 20-21 🔹 🔻

Agency:

Albuquerque Adult Learning Center, Inc. (ABQ-ALC)

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

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

Entering Educational Functioning Level (A)	Total Number Enrolled (B)	Total Attendance Hours (C)	Number with EFL Gain (D)	Number Separated Before Achieving EFL Gain (E)	Number Remaining Within Level (F)	Percentage Achieving EFL Gain (G)
ABE Level 1	2	98.5	1	1	0	50
ABE Level 2	20	2561.5	18	1	1	90
ABE Level 3	20	2820.5	15	2	3	75
ABE Level 4	6	551	3	1	2	50
ABE Level 5	0	0	0	0	0	0
ABE Total	48	6031.5	37	5	6	77.08
ESL Level 1	0	0	0	0	0	0
ESL Level 2	0	0	0	0	0	0
ESL Level 3	0	0	0	0	0	0
ESL Level 4	0	0	0	0	0	0
ESL Level 5	0	0	0	0	0	0
ESL Level 6	0	0	0	0	0	0

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)
ESL Total	0	0	0	0	0	0
Total	48	6031.5	37	5	6	77.08

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

• Column D is the total number of participants (both exited and continuing) who achieved at least one EFL gain by completing at least one level through pre- and post-testing.

• Column E is the number of participants who achieved no EFL gain and exited the program. The last day of service cannot be determined until at least 90 days have elapsed since the participant last received services (services do not include self-service, information-only services, activities, or follow-up services), and there are no plans to provide the participant with future services.

· Column F represents the number of participants still enrolled who are at the same EFL level as when they entered.

• Column D + E + F should equal the total in Column B.

• Each row total in Column G is calculated using the following formula: G = Column D / Column B

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

#### NRS Table 4C

Select Reporting System:

NRS FY 20-21

Agency:

Albuquerque Adult Learning Center, Inc. (ABQ-ALC)

Measurable Skill Gains by Entry Level for Participants in Distance Education

▼

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

First Peric	od of Partici	pation								All Period	s of Particip	ation		
					Number Who	Number of IET or Workpla ce Literacy Particip ants Who Achieve d an					Total Number of Periods	Total Number of Periods of Particip ation in	Total Number of IET or Workpla ce Literacy Periods of Particip ation in Which Particip ants Achieve d an	
Entering Educati onal Functio ning Level (EFL) (A)	Number of Particip ants (B)	Total Number of Particip ants Exclude d from MSG Perform ance (C)	Total Attenda nce Hours for All Particip ants (D)	Number Who Achieve d at Least One EFL Gain (E)	Attained a Second ary School Diploma or Its Recogni zed Equivale nt (F)	MSG Other Than EFL Gain and Second ary School Diploma * (G)	Number Separat ed Before Achievin g Measur able Skill Gains (H)	Number Remaini ng in Program Without Measur able Skill Gains (I)	Percent age Achievin g Measur able Skill Gains (J)	Total Number of Periods of Particip ation (K)	of Particip ation in Which Particip ants Achieve d at Least EFL Gain (L)	Which a Seconda ry School Diploma or Its Recogni zed Equivale nt Was Attained (M)	MSG Other Than EFL Gain and Seconda ry School Diploma * (N)	Percent age of Periods of Particip ation with Measura ble Skill Gains (O)

ABE Level 1	7	0	344.5	1	0	0	3	3	14.29	7	1	0	0	14.29
ABE Level 2	55	0	3461.25	18	2	0	24	11	36.36	56	18	3	0	37.5
ABE Level 3	53	0	3867.75	15	2	0	23	13	32.08	53	15	2	0	32.08
ABE Level 4	17	0	826	3	5	0	2	7	47.06	17	3	5	0	47.06
ABE Level 5	2	0	61	0	0	0	1	1	0	2	0	0	0	0
ABE Level 6	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ABE Total	134	0	8560.5	37	9	0	53	35	34.33	135	37	10	0	34.81
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	134	0	8560.5	37	9	0	53	35	34.33	135	37	10	0	34.81

- Include only participants who are counted as distance education participants. Distance education participants are also included in Table 4. Participant data for all periods of participation are included on this table, if the participant met the State's definition of a distance education participant during the program year.
- Use participant's pretest score for the 1<sup>st</sup> entry of a program year for initial placement in this table.
- For the purposes of reporting measurable skill gain on Tables 4, 4C, 8, and 10, each program entry per participant during the reporting period is considered a period of participation.
- Count each participant only once in columns E through H. Total number of participants in column B should equal corresponding total number of participants in other NRS tables. Report the most recent measurable skill gain for a participant who achieved more than one measurable skill gain during a period of participation.
- The number in Column C is the number of participants who are being excluded from MSG performance due to the exclusion scenarios listed in OCTAE Program Memorandum 17-2 Attachment 2, Table A. No values associated with these participants should be entered into columns E-I.
- The number in column E is the number of participants who completed one or more Educational Functioning Level (EFL) gains as measured in one of three ways: 1) by comparing a participant's initial EFL as measured by a pre-test with the participant's EFL as measured by a participant's post-test; or 2) for States that offer high school programs that lead to a secondary school diploma or its recognized equivalent, an EFL gain may be measured through the awarding of credits or Carnegie units; or 3) States may report an EFL gain for participants who exit the program and enroll in postsecondary education or training during the program year.
- Column F is the number of participants who attained a secondary school diploma or its recognized equivalent.
- Column G is the number of IET or workplace literacy participants who achieved an MSG via Secondary or Postsecondary Transcript, Progress Toward Milestones, or Passing Technical/Occupational Skills Exam.
- Enter only the most recent achievement, if attained, per participant in column E or column F or column G. Participants should have an achievement counted in only one of these columns.
- Column H is the number of participants who achieved no measurable skill gain and exited the program. The last day of service cannot be determined until at least 90 days have elapsed since the participant last received services (services do not include self-service, information-only services or activities, or follow-up services), and there are no plans to provide the participant with future services.
- Column I is number of participants who remain enrolled and achieved no measurable skill gain.
- Column B should equal Column C + E + F + G + H + I.
- Column J is calculated using the following formula: (Column J) = (Column E + Column F + Column G)/(Column B Column C)
- Column K is the total number of periods of participation for each participant. A participant may have more than one period of participation. Do not include periods of participation that are excluded from MSG performance due to the exclusion scenarios listed in OCTAE Program Memorandum 17-2 Attachment 2, Table A. No values associated with these periods of participation should be entered into columns K-N.
- Column L is the Total number of Periods of Participation in which at least one educational functioning level gain was achieved. Multiple outcomes are permissible for individual participants with more than one period of participation. Although participants may achieve more than one gain per period of participation, only one gain for a participant per period of participation is reported in EITHER column L or column M or column N.
- Column M is the Total number of Periods of Participation in which a secondary school diploma or its recognized equivalent was attained. Multiple outcomes are permissible for individual participants with more than one period of participation. Although participants may achieve more than one gain per period of participation, only one gain for a participant per period of participation is reported in EITHER column L or column M or column N.
- Column N is the Total number of IET or workplace literacy Periods of Participation in which an MSG was achieved via Secondary or Postsecondary Transcript, Progress Toward Milestones, or Passing Technical/Occupational Skills Exam. Multiple outcomes are permissible for individual participants with more than one period of

participation. Although participants may achieve more than one gain per period of participation, only one gain for a participant per period of participation is reported in EITHER column L or column M or column N.

- Column O is calculated using the following formula: (Column O) = (Column L + Column M + Column N)/(Column K)
- For participants **not** enrolled in an IET or workplace literacy program, skill gains are only measured by achievement of at least one educational functioning level or documented attainment of a secondary school diploma or its recognized equivalent.
- Period of Participation: For the Measurable Skill Gains indicator, a new period of participation is counted each time a participant enrolls—even if both enrollments occur within the same program year. It is not necessary to wait until the participant exits the program in order to count a measurable skill gain, because the measurable skill gains indicator is not an exit-based indicator. The skill gain may be counted as soon as it is earned at any point during the participation period of the program year in which it was earned. A person with more than one period of participation in a program year is counted separately for each period of participation in both the numerator and denominator of each applicable performance indicator. Therefore, the person is counted multiple times— once for each period of participation. Please see OCTAE program memorandum 17-2 for examples of counting periods of participation.

## Student:

#### NRS Table 5

Select Reporting System:	NRS FY 20-21	•	Agency:	Albuquerque Adult Learning Center, Inc. (ABQ-ALC)

## Primary Indicators of Performance

First Period of Participation				All Periods of Participation		
Primary Indicators of Performance	Number of Participants who Exited	Number of Participants who Exited Achieving Outcome or Median Earnings Value	Percentage of Participants Achieving Outcome	Total Periods of Participation	Total Number of Periods of Participation in which Participants Achieved Outcome or Median Earnings Value for All Periods of Participation	Percentage of Participants in All Periods of Participation Achieving Outcome
(A)	(B)	(C)	(D)	(E)	(F)	(G)
Employment Second Quarter after exit *	168	53	31.55	169	54	31.95
Employment Fourth Quarter after exit *	172	17	9.88	172	17	9.88
Median Earnings Second Quarter after exit **	53	3557.26		54	3557.26	
Attained a Secondary School Diploma/Recognized Equivalent and Enrolled in Postsecondary Education or Training within one year of exit ***	0	0	0	0	0	0
Attained a Secondary School Diploma/Recognized Equivalent and Employed within one year of exit ***	0	0	0	0	0	0
Attained a Postsecondary Credential while enrolled or within one year of exit ****	0	0	0	0	0	0
Attained any credential (unduplicated) *****	0	0	0	0	0	0

#### Instructions for Completing Table 5

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

For the purposes of reporting on Employment 2nd Quarter, Employment 4th Quarter, Median Earnings, and the Credential Attainment indicators on Tables 5, 5A, 8, 9, 10, and 11 each program entry and exit per participant during the reporting period is considered a period of participation.

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

**Exit:** The exit date is the last date of service. The last day of service cannot be determined until at least 90 days have elapsed since the participant last received services. Services do not include self-service, information-only services or activities, or follow-up services. This also requires that there are no plans to provide the participant with future services.

**Period of Participation:** For all indicators, except measurable skill gains, a period of participation refers to the period of time beginning when an individual becomes a participant and ending on the participant's date of exit from the program. States must count each participant's exit during the same program year as a separate period of participation for purposes of calculating levels of performance. For all indicators, except the measurable skill gains indicator, a new period of participation is counted each time a participant reenters and exits the program–even if both exits occur during the same program year. A person with more than one period of participation in a program year is counted separately for each period of participation in both the numerator and denominator of each applicable performance indicator. Therefore, the person is counted multiple times— once for each period of participation. Please see OCTAE program memorandum 17-2 for examples of counting periods of participation.

\* Report in Column B (second and fourth quarter employment) the total number of participants who exited during the program year, excluding participants who exited due to the exclusions listed in OCTAE Memorandum 17-2 Attachment 2: Table A or incarcerated individuals under section 225 of WIOA who exited the AEFLA program but are still incarcerated.

\*\* Report in Column B (Median Earnings) the total number of participants who exited during the program year and who were employed in the second quarter after program exit, excluding participants who exited due to the exclusions listed in OCTAE Program Memorandum 17-2 Attachment 2: Table A or incarcerated individuals under section 225 who exited the AEFLA program but are still incarcerated.

\*\*\* Report in Column B (secondary school credential attainment) the total number of participants without a secondary school credential or recognized equivalent who exited during the program year who entered at, or advanced into, a secondary school level program (9th grade equivalent or higher), excluding participants who exited due to the exclusions listed in OCTAE Program Memorandum 17-2 Attachment 2: Table A or incarcerated individuals under section 225 who exited the AEFLA program but remain incarcerated. Participants may potentially be reported in both secondary school credential rows and the postsecondary credential row. For participants included in the secondary school credential denominator who do not achieve a qualifying secondary school credential or recognized equivalent, choose only one row to report for Column B. For participants who achieved a secondary school credential or a recognized equivalent, enrolled in postsecondary education or training, and were employed within one year of exit, Column B and Column C would be reported for BOTH secondary school credential rows.

\*\*\*\* Report in Column B (postsecondary credential attainment) the total number of participants who during the program year were also enrolled in a postsecondary education or training program leading to a recognized postsecondary credential and exited that postsecondary training program, excluding participants who exited due to the exclusions listed in OCTAE Program Memorandum 17-2 Attachment 2: Table A or incarcerated individuals under section 225 who exited the AEFLA program but are still incarcerated. Participants may potentially be reported in both secondary school credential rows and the postsecondary credential row.

\*\*\*\*\* Report in Column B (Attained any credential (unduplicated)) the unduplicated total number of participants who EITHER: (1) did not possess a secondary school credential or recognized equivalent and exited during the program year who entered at, or advanced into, a secondary school level program (9th grade equivalent or higher) OR (2) were coenrolled in a postsecondary education or training program leading to a recognized postsecondary credential and exited that postsecondary training program; excluding participants who exited due to the exclusions listed in OCTAE Program Memorandum 17-2 Attachment 2: Table A or incarcerated individuals under section 225 who exited the AEFLA program but remain incarcerated. Participants who meet the requirements for inclusion in both the secondary and postsecondary credential cohorts would only be recorded once in Column B.

Column C (except for Median Earnings) is the number of participants that achieved each outcome. For Median Earnings reporting, Column C is the median earnings value which is the midpoint between lowest and highest quarterly wage, in U.S. dollars, for the total number of participants who exited during the program year and who were employed in the second quarter after program exit, excluding participants who exited due to the exclusions listed in OCTAE Program Memorandum 17-2 Attachment 2: Table A or incarcerated individuals under section 225 who exited the AEFLA program but are still incarcerated. Participants who earn both a secondary and postsecondary credential would only be recorded once in Column C.

Column C, for median earnings, is the quarterly wage value for participants employed in the 2nd quarter after exit.

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

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

Column F (except for Median Earnings) is the number of periods of participation in which the outcome was achieved.

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

Column F, for Median Earnings, is the median value for quarterly wage values from all PoPs reported for participants employed in the 2nd quarter after exit. In cases where participants have multiple PoPs, there would be the same number of instances of a quarterly earnings value. Those values would all be included in the final matrix of values used to determine the median quarterly earnings value for a State.

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

Columns D and G are not applicable to Median Earnings.

## Student:

#### NRS Table 5A

Select Reporting System:

NRS FY 20-21

▼

Agency:

Albuquerque Adult Learning Center, Inc. (ABQ-ALC)

#### Primary Indicators of Performance for Participants in Distance Education

First Period of Participation				All Periods of Participation		
Primary Indicators of Performance	Number of Participants who Exited	Number of Participants who Exited Achieving Outcome or Median Earnings Value	Percentage of Participants Achieving Outcome	Total Periods of Participation	Total Number of Periods of Participation in which Participants Achieved Outcome or Median Earnings Value for All Periods of Participation	Percentage of Participants in All Periods of Participation Achieving Outcome
(A)	(B)	(C)	(D)	(E)	(F)	(G)
Employment Second Quarter after exit	48	14	29.17	48	14	29.17
Employment Fourth Quarter after exit	38	5	13.16	38	5	13.16
Median Earnings Second Quarter after exit	14	3396.16		14	3396.16	
Attained a Secondary School Diploma/Recognized Equivalent and Enrolled in Postsecondary Education or Training within one year of exit	0	0	0	0	0	0
Attained a Secondary School Diploma/Recognized Equivalent and Employed within one year of exit	0	0	0	0	0	0
Attained a Postsecondary Credential while enrolled or within one year of exit	0	0	0	0	0	0
Attained any credential (unduplicated) *****	0	0	0	0	0	0

#### Instructions for Completing Table 5A

Include only participants who are counted as distance education participants. Distance education participants are also included in Table 5. Participant data for all periods of participation are included on this table, if the participant met the State's definition of a distance education participant during the program year.

Follow instructions for completing Table 5.

# Student:

#### NRS Table 6: Participant Status and Program Enrollment

Select Reporting System:	NRS FY 20-21 ▼	Agency: Albuquerque Adult Learn	ning Center, Inc. (ABQ-ALC)	
Participant Status on En (A)	try into the Program		Number (B)	
Employed				55
Employed, but Received	Notice of Termination of Employment c	or Military Separation is pending		0
Unemployed				51
Not in the Labor Force				29
TOTAL				135
Highest Degree Level of	School Completed*		US Based Schooling	Non-US Based Schooling
No Schooling			1	0
Grades 1-5			1	0
Grades 6-8			15	2
Grades 9-12 (no diploma	a)		108	1
Secondary School Diplor	ma or alternate credential		0	6
Secondary School Equiv	alent		0	0
Some Postsecondary ed	lucation, no degree		0	0
Postsecondary or profes	ssional degree		0	0
Unknown			0	0
TOTAL (both US Based a	and Non-US Based)			134
Program Type**				

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

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

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

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

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

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

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

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

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

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



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## Authority and Signature

## Albuquerque Adult Learning Center, Inc.

**Please note**: One completed, signed, and dated **Authority and Signature** page is required for each signatory official.

By signing my name below, I <u>Gloria Rael</u>, certify that I have read the above information. All of my questions have been discussed and answered satisfactory.

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

The Memorandum of Understanding (MOU) July 1, 2020-June 30, 2023

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

X Memorandum of Understanding (MOU) July 1, 2020-June 30, 2023 The



Infrastructure Funding Agreement (IFA) PY20/FY21

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

- In three years,
- Upon amendment, modification, or termination, or
- On June 30, 2023, whichever occurs earlier.

nonia

November 23, 2020 Date

Signature

<u>Gloria Rael, Executive Director</u> Printed Name and Title

Albuquerque Adult Learning Center, Inc. Agency Name

<u>Gloria Rael, (505) 907-9957 (W), (505) 980-2129 (M)</u> Agency Contact Information



# New Mexico Workforce Connection

A Proud Partner of the American Job Center Network

## WCCNM One-Stop Operating Budget

## **Infrastructure Funding Agreement**

Albuquerque Adult Learning Center, Inc.



809 Copper NE, Albuquerque, NM 87102 | <u>www.wccnm.org</u> | (505) 247-1750

## WCCNM ONE-STOP OPERATING BUDGET

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

The goal of the operating budget is to develop a local funding mechanism that:

- Establishes and maintains the local workforce delivery system at a level that meets the needs of the job seekers and businesses in the Central Area;
- Reduces duplication and maximizes program impact through the sharing of services, resources, and technologies among partners;
- Reduces overhead costs for any one partner by streamlining and sharing financial, procurement, and facility costs, and;
- Ensures that costs are appropriately shared by WCCNM's New Mexico Workforce Connection Center Partners by determining contributions based on the proportionate use of the one-stop centers and relative benefits received, and requiring that all funds are spent solely for allowable purposes in a manner consistent with the applicable authorizing statutes and all other applicable legal requirements, including the Uniform Guidance.

The WCCNM and its Partners consider this one-stop operating budget the master budget that is necessary to maintain the WCCNM's New Mexico Workforce Connection Center One-Stops. It includes the following cost categories and estimated annual amounts:

#### **Infrastructure / Facilities Cost**

Building Lease Utilities/refuse Building Maintenance Property Contents Insurance Security Cameras & Alarm Monitoring Preventive Maintenance (HVAC, Sprinklers, Fire Equip, etc.) Internet Telephone Supplies (janitorial Maintenance) IT Maintenance & Support One-Stop Facilities Management Janitorial-Maintenance Service

## Additional Costs (allocated to participating partners)

Shared Costs: Security Guard Software Postage Meter Rental Office Supplies Printed Materials - (letter head, business cards, outreach) One-Stop Administrative Support Copier Lease and Supplies Postage (based on usage)

**Career Services Costs:** Welcome Desk Support

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

The following documents provide detail information regarding space allocations, cost allocation and costs for non-participating required partners.

#### PY20 Bernalillo County – Operating Budget – Attachment A (PY20 – July 2020 thru June 2021)

Partners identified within the Memorandum of Understanding (MOU) between Workforce Connection of Central New Mexico (WCCNM) and America's Job Center Partners physically colocated in the WCCNM's one-stop center(s) are described in the MOU - WIOA One-Stop Partners document. These partners are designated as "Participating Required Partners and Additional Partners" which are physically present within the Bernalillo County Comprehensive One-Stop. Costs for the operation of the one-stop is allocated based upon square footage occupied also by usage for telephones and internet connections, and number or clients served for career services.

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

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

#### Albuquerque Adult Learning Center, Inc.

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

These services are utilized in direct benefit of the Albuquerque Adult Learning Center, Inc. clients and costs are allocated using the method described below. The potential number of Albuquerque Adult Learning Center, Inc. clients is based on the number of Albuquerque Adult Learning Center, Inc. clients designated as job-ready for the prior fiscal year.

Proportionate infrastructure costs are based upon the number of potential Albuquerque Adult Learning Center, Inc. percentage of the total clients served within the comprehensive one-stop. This percentage will be applied to the total infrastructure costs to determine the costs allocated to the Albuquerque Adult Learning Center, Inc. program. Additionally, the State Funding Mechanism (SFM), defines a limit of allocated costs to be at 1.5% of total program budget, if implemented. Therefore, the WCCNM will also impose a threshold of contribution to not exceed 1.5%. The proposed allocated costs are either the 1.5% limit or computation of percentage of total infrastructure costs, whichever amount is less.

The following table provides IFA costs and other relevant information for PY20 – Period July 2020 thru June 2021.

Total Individuals Served at the WCCNM Comprehensive One-Stop	Total Infrastructure PY20 Estimated Costs:	Albuquerque Adult Learning Center, Inc.
24,739	\$ 316,006.85	
	Albuquerque Adult Learning Center, Inc. Clients	
	(Annual)	12
	Percentage of total clients served	0.0485%
	Allocated Infrastructure Costs	\$ 153.28
	Albuquerque Adult Learning Center, Inc. Annual Budget	\$251,397.00
	1.5% Limit	\$3,770.96
	Proposed Contribution	\$153.28

# Memorandum of Understanding (MOU)

Between

Workforce Connection of Central New Mexico (WCCNM)

And

New Mexico Workforce Connection (American Job Centers)

Partners

July 1, 2020 – June 30, 2023





A Proud Partner of the American Job Center Network

## LEGAL AUTHORITY

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

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

## **PURPOSE**

The primary purpose of this Memorandum of Understanding (MOU) is to create a partnership between the Workforce Connection of Central New Mexico (WCCNM) and the New Mexico Workforce Connection Center (American Job Center) Partners within the counties of Bernalillo, Sandoval, Torrance, and Valencia Counties.

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

The Workforce Connection of Central New Mexico (WCCNM) oversees the workforce partner network and federally funded employment and training programs and services in the four-county region including Bernalillo, Sandoval, Torrance, and Valencia counties. The WCCNM directs the planning, oversight, policy guidance, and design of services in five New Mexico Workforce Connection Centers (American Job Centers) located across the region. The programs and services help job seekers gain sustainable employment and connect businesses with a qualified and accessible workforce.

## Vision

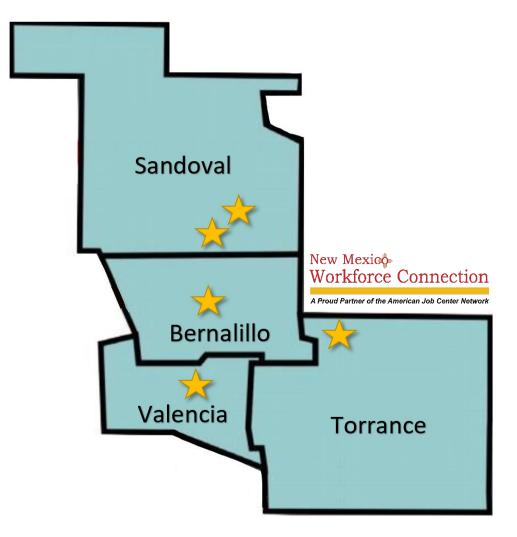
A strong economic environment, growing industries, highly competitive and profitable businesses, skilled and productive workers and growing, thriving communities.

## Mission

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

## SYSTEM STRUCTURE

#### WCCNM New Mexico Workforce Connection Centers (American Job Centers)



Five Convenient Centers to Serve the Central Region				
Bernalillo County Center	Torrance County Center	Valencia County Center		
501 Mountain Road NE	712 Old US Route 66	428 Los Lentes Rd SE		
Albuquerque, NM 87102	Moriarty, NM 87035	Los Lunas, NM 87031		
Phone: (505) 843-1900	Phone: (505) 832-6774	Phone: (505) 212-9115		
Sandoval County Center	Sandoval County Center			
4061 Ridge Rock Rd SE	301 Piedra Lisa			
Rio Rancho, NM 87124	Bernalillo, NM 87004			
Phone: (505) 771-2160	Phone: (505) 771-2305			

Within the Central Region, there is one WIOA comprehensive one-stop center in Bernalillo County, and four affiliate centers in Sandoval, Valencia and Torrance counties. These centers were established under the Workforce Investment Act of 1998 and continued by the Workforce Innovation and Opportunity Act. All centers offer WIOA Title I.B Adult, Dislocated Worker, and Youth Services, Title III Wagner-Peyser services, and provide for both staff assisted and self-directed services and access to Unemployment Insurance via the telephone or through the resource center facilities with staff assistance available.

Resources available at each WCCNM New Mexico Workforce Connection Center (American Job Center) includes, but are not limited to: computers with internet access, fax and copy machines, online job search and career exploration resources, online filing for Unemployment Insurance benefits, labor market information and literature pertaining to careers, job search, and training. Staff assisted career services are available to customers who require some staff assistance to include job referral, job development, workshops, resume review, and other reemployment services support.

Office hours for all New Mexico Workforce Connection Centers (American Job Centers) within the Central Region are Monday through Friday 8:00 AM to 5:00 PM. In addition to the business hours in the centers, customers, including individuals and businesses, can contact the New Mexico Workforce Connection Centers (American Job Centers) by phone or by email (<u>nmworkforceconnection@wccnm.org</u>). The WCCNM also has a social media presence on Facebook, Instagram, Twitter, and YouTube.

## WCCNM PARTNERS

Below is also a list of all partners within Central Region's New Mexico Workforce Connection (American Job Center) system pursuant to the Workforce Innovation and Opportunity Act (WIOA) of 2014.

# **Co-located partners in the New Mexico Workforce Connection Centers (American Job Centers) across the four-county region:**

- 1. WIOA Title I.B Adult & Dislocated Worker (SER Jobs for Progress)
- 2. WIOA Title I.B Youth (YDI)
- 3. WIOA Title II (UNM Valencia Accelerated College & Career Education-Adult Education Program)
- 4. WIOA Title III (NM Department of Workforce Solutions)
- 5. WIOA Title IV (NM Division of Vocational Rehabilitation)
- 6. Trade Adjustment Assistance (TAA) Program (NM Department of Workforce Solutions)
- 7. Reemployment Services and Eligibility Assessments (RESEA) Program (NM Department of Workforce Solutions)
- 8. Veterans' Services Program (NM Department of Workforce Solutions)
- 9. TechHire New Mexico (Mid-Region Council of Governments)
- 10. Graduate! ABQ (United Way)

#### **Required External Partners**

- 1. WIOA Title II (Albuquerque Adult Learning Center)
- 2. WIOA Title II (Catholic Charities)
- 3. WIOA Title II (CNM Adult Basic Education Program)
- 4. CNM Carl D. Perkins Grant
- 5. Five Sandoval Pueblos Inc. WIOA Program
- 6. SCSEP (Goodwill)
- 7. Help NM-Community Based Service Grant
- 8. Help NM HELP NM-National Farmworker Jobs Program-Employment and Training Grant
- 9. TANF Program (NM Human Services Department)
- 10. Isleta Pueblo WIOA Program
- 11. Job Corps
- 12. SCSEP (NICOA)
- 13. NM Aging and Long-Term Services Department
- 14. Unemployment Insurance Program (NM Department of Workforce Solutions)
- 15. Santo Domingo Pueblo WIOA Program
- 16. Southwestern Indian Polytechnic Institute
- 17. National Indian Youth Council WIOA Program

### Additional external community partners

- Innovate+Educate
- NMCAN
- HopeWorks LLC

## **TERMS AND CONDITIONS**

#### Services

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

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

Job Seeker Services					
Basic Career Services	Individualized Career Services	Training			
Outreach, intake and orientation to the information, services, programs, tools and resources available through the Local workforce system	Comprehensive and specialized assessments of skills levels and service needs	Occupational skills training through Individual Training Accounts (ITAs)			
Initial assessments of skill level(s), aptitudes, abilities and supportive service needs	Development of an individual employability development plan to identify employment goals, appropriate achievement objectives, and appropriate combination of services for the customer to achieve the employment goals	Adult education and literacy activities, including English language acquisition (ELA), provided in combination with the training services described above			
Job search and placement assistance (including provision of information on in-demand industry sectors and occupations and non- traditional employment	Referral to training services	On-the-Job Training (OJT)			
Access to employment opportunity and labor market information	Group career counseling	Incumbent Worker Training			
Performance information and program costs for eligible providers of training, education, and workforce services	Literacy activities related to work readiness	Programs that combine workplace training with related instruction which may include cooperative education			
Information on performance of the local workforce system	Individual counseling and career planning	Training programs operated by the public and private sector			
Information on the availability of supportive services and referral to such, as appropriate	Case management for customers seeking training services; individual in and out of area job search, referral, and placement assistance	Skill upgrading and retraining			
Information for Unemployment Insurance claim filing	Work experience, transitional jobs, registered apprenticeships, and internships	Entrepreneurial training			
Determination of potential eligibility for workforce Partner services, programs, and referral(s)	Workforce preparation services (e.g., development of learning skills, punctuality, communication skills, interviewing skills, personal maintenance, literacy skills, financial literacy skills, and professional conduct) to prepare individuals for unsubsidized employment or training	Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training			
Information and assistance in applying for financial aid for training and education programs not provided under WIOA		Other training services as determined by the workforce partner's governing rules			
		Post-employment follow-up services and support			

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**

#### 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 <u>Partner Services</u> section above;
- Agree that the provisions contained herein are made subject to all applicable federal and state laws, implementing regulations, and guidelines imposed on either or all Parties relating to privacy rights of customers, maintenance of records, and other confidential information relating to customers; and
- Agree that all equipment and furniture purchased by any party for purposes described herein shall remain the property of the purchaser after the termination of this agreement.

## **Chief Elected Official (CEO)**

The CEO's for the WCCNM will:

• In Partnership with the WCCNM and other applicable Partners within the planning region, develop and submit a single regional plan that includes a description of the activities that shall be undertaken by the WCCNM and their Partners;

- Approve the WCCNM's budget and workforce center cost allocation plan;
- Approve the selection of the one-stop operator following the competitive procurement process; and
- Coordinate with the WCCNM to oversee the operations of the Central Region's New Mexico Workforce Connection Center (American Job Center) network.

## Workforce Connection of Central New Mexico

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

The WCCNM will:

- In Partnership with the CEO's and other applicable Partners within the Central Region, develop and submit a single regional plan that includes a description of the activities that shall be undertaken by WCCNM and their Partners;
- In collaboration and Partnership with the CEO's and other applicable Partners within the planning region, develop the strategic regional vision, goals, objectives, and workforce-related policies;
- In cooperation with the Local CEO's design and approve the WCCNM New Mexico Workforce Connection Centers (American Job Centers) network structure. This includes, but is not limited to:
  - Adequate, sufficient, and accessible one-stop center locations and facilities;
  - Sufficient numbers and types of providers of career and training services (including eligible providers with expertise in assisting individuals with disabilities and eligible providers with expertise in assisting adults in need of adult education and literacy activities);
  - A holistic system of supporting services; and
  - A competitively procured one-stop operator.

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

- Determine the role and day-to-day duties of the one-stop operator;
- Approve annual budget allocations for operation of the New Mexico Workforce Connection Centers (American Job Centers) network;
- Assist the one-stop operator recruit operational Partners and negotiate MOUs with new Partners;
- Leverage additional funding for the WCCNM's New Mexico Workforce Connection Centers (American Job Centers) network to operate and expand one-stop customer activities and resources; and
- Review and evaluate performance of the WCCNM and one-stop operator.

#### **One-Stop Operator**

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

#### Responsibilities may include:

- 1. Community and Partnership Development
- 2. Establish and sustain relationships with WCCNM's New Mexico Workforce Connection Centers (American Job Centers) partners with a focus on creating opportunities to engage in shared planning, visioning, continuous improvement, and program outcomes and evaluation.
- 3. Ongoing identification and development of community partners to engage in workforce systems activities that lead to improvements in community awareness or engagement in workforce development strategies; and enhanced interest in organizations and businesses to use WCCNM's New Mexico Workforce Connection Centers (American Job Centers) services.
- 4. Support the implementation of continuous quality improvement approaches and methodologies to enhance the system effectiveness. Examples include, but are not limited to: adoption of change principles to directly enhance flow of service delivery, improve customer, and staff satisfaction; increased administrative efficiencies or improved funding leverage, youth friendly and youth engaged approaches, and inclusion of individuals with disabilities across all programs.
- 5. Identify and coordinate capacity-building activities to improve the effectiveness and performance of partners working with and within the WCCNM's New Mexico Workforce Connection Centers (American Job Centers); including youth services and programs for individuals with disabilities.
- 6. Facilitate opportunities for shared learning and training.
- 7. Promote the WCCNM's New Mexico Workforce Connection Centers (American Job Centers) programs broadly; educate local community, agencies, and organizations about the partners and programs available.
- 8. Convene regular meetings of all partner agencies and organizations to support full engagement and share leadership in the organizing and developing of ongoing activities and processes; including youth services and programs for individuals with disabilities.
- 9. Actively engage in opportunities to share leadership with all partners by creating opportunities to report, present, and share activities, such as through local board and committee meetings, community forums, and other appropriate settings.

10. Provide for conflict management and dispute resolution when issues arise between partner organizations.

#### **Implementation and Compliance**

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

#### **Business Services**

- 1. Coordinate with partner agencies/organizations on strategies to develop, offer, and deliver quality business services that assist specific businesses and industry sectors in overcoming the challenges of recruiting, retaining, and developing talent for the regional economy.
- 2. Address immediate and long-term skilled workforce needs of in-demand industries and critical skill gaps within and across industries.
- 3. Provide oversight for the job posting information from businesses to the statewide employment database and assist employers who prefer to enter data directly.
- 4. Coordinate a process with WCCNM's New Mexico Workforce Connection Centers (American Job Centers) staff on best practices to support effective screening and recruiting of candidates for job openings for area employers.
- 5. Implement effective activities to respond to employers' requests including the coordination of activities such as interview space, job fairs, and other services available within the WCCNM's New Mexico Workforce Connection Centers (American Job Centers).

- 6. Coordinate with partners to organize and implement local Rapid Response services for workers who have or will be dislocated from their jobs due to a business or plant closure, a major employer downsizing, or natural disasters.
- 7. Collaborate with system partners to facilitate and collectively participate in special projects such as job fairs, business driven workshops, and be responsible for communicating employers' needs to the WCCNM's New Mexico Workforce Connection Centers (American Job Centers) partners.

#### Specific activities include:

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

The One-Stop operator will not assist in the development, preparation and submission of Local plans. They cannot manage or assist in future competitive processes for selecting operators or select or terminate one-stop operators, career services providers, or Youth providers. The operator cannot negotiate local performance accountability measures or develop and submit budgets for activities of the WCCNM. WCCNM is responsible for the negotiated performance measures, strategic planning, budgets, and one-stop operator oversight (including monitoring).

## Partners

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

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

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

### **Data Sharing**

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

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

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

- Customer PII will be properly secured in accordance with the WCCNM's policies and procedures regarding the safeguarding of PII;
- The collection, use, and disclosure of customer education records, and the PII contained therein, as defined under FERPA, shall comply with FERPA and applicable State privacy laws;
- All confidential data contained in UI wage records must be protected in accordance with the requirements set forth in 20 CFR part 603;
- All personal information contained in Vocational Rehabilitation records must be protected in accordance with the requirements set forth in 34 CFR 361.38;

- Customer data may be shared with other programs, for those programs' purposes, within the WCCNM's New Mexico Workforce Connection Centers (American Job Centers) network only after the informed written consent of the individual has been obtained, where required;
- Customer data will be kept confidential, consistent with Federal and State privacy laws and regulations; and.
- All data exchange activity will be conducted in machine readable format, such as HTML or PDF, for example, and in compliance with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794 (d)).

All New Mexico Workforce Connection Center (American Job Center) and Partner staff will be trained in the protection, use, and disclosure requirements governing PII and any other confidential data for all applicable programs, including FERPA-protected education records, confidential information in UI records, and personal information in VR records.

## Confidentiality

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

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

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

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

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

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

## Referrals

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

- Familiarize themselves with the basic eligibility and participation requirements, as well as with the available services and benefits offered, for each of the Partners' programs represented in the WCCNM New Mexico Workforce Connection Centers (American Job Centers) network;
- Develop materials summarizing their program requirements and making them available for Partners and customers;
- Develop and utilize eligibility determination, assessment, and registration forms / processes;
- Provide substantive referrals in accordance with the WCCNM Referral Policy to customers who are eligible for supplemental and complementary services and benefits under partner programs;
- Regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys;
- Commit to robust and ongoing communication required for an effective referral process; and
- Commit to actively follow up on the results of referrals and assuring that Partner resources are being leveraged at an optimal level.

## Accessibility

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

#### Physical Accessibility

One-stop centers will maintain a culture of inclusiveness and the physical characteristics of the facility, both indoor and outdoor, will meet the latest standards of accessible design. Services are available in a convenient and accessible location, and include adequate parking (including parking

clearly marked for individuals with disabilities). Indoor space is designed in an "equal and meaningful" manner providing access for individuals with disabilities.

#### Virtual Accessibility

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

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

#### **Communication Accessibility**

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

#### **Programmatic Accessibility**

All Partners agree that they will not discriminate in their employment practices or services on the basis of gender, gender identity and/or expression, age, race, religion, national origin, disability, veteran's status, or on the basis of any other classification protected under state or federal law. Partners must assure that they have policies and procedures in place to address these issues, and that such policies and procedures have been disseminated to their employees and otherwise posted as required by law. Partners further assure that they are currently in compliance with all applicable state and federal laws and regulations regarding these issues.

All Partners will cooperate with compliance monitoring that is conducted at the local level to ensure that all WCCNM's New Mexico Workforce Connection Centers (American Job Centers) programs, services, technology, and materials are physically and programmatically accessible and available to all. Additionally, staff members will be trained to provide services to all, regardless of range of abilities, mobility, age, language, learning style, or comprehension or education level. An interpreter will be provided in real time or, if not available, within a reasonable timeframe to any customer with a language barrier. Assistive devices, such as screen-reading software programs and assistive listening devices must be available to ensure physical and programmatic accessibility within WCCNM's New Mexico Workforce Connection Centers (American Job Centers). The WCCNM utilizes the Governor's Commission on Disability and the WCCNM Disability Standing

Committee for recommendations and assistance to define the best methods and products regarding assistive technology and compliance.

### Outreach

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

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

#### **Dispute Resolution**

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

- All Parties are advised to actively participate in local negotiations in a good faith effort to reach an agreement. Any disputes shall first be attempted to be resolved informally;
- Should informal resolution efforts fail, the dispute resolution process must be formally initiated by the petitioner seeking resolution. The petitioner must send a notification to the WCCNM Board Chair (or designee) and all Parties to the MOU regarding the conflict within 10 business days;
- The WCCNM Board Chair (or designee) shall place the dispute on the agenda of a special meeting of the Local WDB's Executive Committee. The Executive Committee shall attempt to mediate and resolve the dispute. Disputes shall be resolved by a two-thirds majority consent of the Executive Committee members present;

- The decision of the Executive Committee shall be final and binding unless such a decision is in contradiction of applicable State and Federal laws or regulations governing the Partner agencies;
- The right of appeal no longer exists when a decision is final. Additionally, final decisions will not be precedent-setting or binding on future conflict resolutions unless they are officially stated in this procedure;
- The Executive Committee must provide a written response and dated summary of the proposed resolution to all Parties of the MOU; and
- The WCCNM Board Chair (or designee) will contact the petitioner and the appropriate Parties to verify that all are in agreement with the proposed resolution.

## Monitoring

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

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

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

## **Non-Discrimination and Equal Opportunity**

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

The Parties specifically agree that they will comply with Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule December 2, 2016), the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), the Non-traditional

Employment for Women Act of 1991, titles VI and VII of the Civil Rights of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1967, as amended, title IX of the Education Amendments of 1972, as amended, and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR Part 37 and 38.

#### Indemnification

All Parties to this MOU recognize the Partnership consists of various levels of government, notfor-profit, and for-profit entities. Each party to this agreement shall be responsible for injury to persons or damage to property resulting from negligence on the part of itself, its employees, its agents, or its officers. No Partner assumes any responsibility for any other party, State or non-State, for the consequences of any act or omission of any third party. The Parties acknowledge the WCCNM and the one-stop operator have no responsibility and/or liability for any actions of the one-stop center employees, agents, and/or assignees. Likewise, the Parties have no responsibility and/or liability for any actions of the WCCNM or the one-stop operator.

#### **Severability**

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

#### **Drug and Alcohol-Free Workplace**

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

## **Certification Regarding Lobbying**

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

#### **Debarment and Suspension**

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

## **Priority of Service**

All Parties certify that they will adhere to all statutes, regulations, policies, and plans regarding priority of service, including, but not limited to, priority of service for veterans and their eligible spouses, and priority of service for the WIOA title I Adult program, as required by 38 U.S.C. sec. 4215 and its implementing regulations and guidance, and WIOA sec. 134(c)(3)(E) and its implementing regulations and guidance. Partners will target recruitment of special populations that receive a focus for services under WIOA, such as individuals with disabilities, low-income individuals, basic skills deficient youth, and English language learners.

## **Buy American Provision**

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

#### **Salary Compensation and Bonus Limitations**

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

#### **Non-Assignment**

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

## **Governing Law**

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

#### **Steps to Reach Consensus**

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

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

#### 2. Kickoff Meeting

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

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

#### 3. Negotiations

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

#### 4. Draft MOU

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

#### 5. Review and Comment

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

#### 6. Finalized Draft

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

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

#### **MOU Modification Process**

#### 1. Notification

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

#### 2. Discussion/Negotiation

Upon notification, the WCCNM Board Chair (or designee) must ensure that discussions and negotiations related to the proposed modification take place with Partners in a timely manner and as appropriate.

Depending upon the type of modification, this can be accomplished through email communications of all the Parties. If the proposed modification is extensive and is met with opposition, the WCCNM Board Chair (or designee) may call a meeting of the Parties to resolve the issue. Upon agreement of all Parties, a modification will be processed.

If the modification involves substitution of a party that will not impact any of the terms of the agreement, it can be accomplished by the original party and the new party entering into an MOU that includes the WCCNM, wherein the new party assumes all of the rights and obligations of the original party. Upon execution, the WCCNM Board Chair (or designee) presents the agreement as a proposed modification to the MOU, and the remaining steps are followed.

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

#### 3. Signatures

The WCCNM Board Chair (or designee) must immediately circulate the MOU modification and secure Partner signatures within four (4) weeks. The modified MOU will be considered fully executed once all signatories have reviewed and signed.

The modification may be signed in counterparts, meaning each signatory can sign a separate document as long as the WCCNM Board Chair (or designee) acquires signatures of each party and provides a complete copy of the modification with each party's signature to all the other Parties.

#### Termination

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

- All Parties mutually agree to terminate this MOU prior to the end date;
- Federal oversight agencies charged with the administration of WIOA are unable to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this MOU succeeding the first fiscal period. Any party unable to perform pursuant to MOU due to lack of funding shall notify the other Parties as soon as the party has knowledge that funds may be unavailable for the continuation of activities under this MOU;
- WIOA is repealed or superseded by subsequent federal law;
- Local area designation is changed under WIOA; and
- A party breaches any provision of this MOU and such breach is not cured within thirty (30) days15 after receiving written notice from the WCCNM Board Chair (or designee) specifying such breach in reasonable detail. In such event, the non-breaching party(s) shall have the right to terminate this MOU by giving written notice thereof to the party in breach, upon which termination will go into effect immediately.

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

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

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

## **Effective Period**

This MOU will become effective as of the date of signing by the final signatory below and must terminate on June 30, 2023, unless any of the reasons in the Termination section above apply.

## **One-Stop Operating Budget**

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

- Establishes and maintains the Local workforce delivery system at a level that meets the needs of the job seekers and businesses in the local area;
- Reduces duplication and maximizes program impact through the sharing of services, resources, and technologies among Partners (thereby improving each program's effectiveness);
- Reduces overhead costs for any one partner by streamlining and sharing financial, procurement, and facility costs; and
- Ensures that costs are appropriately shared by WCCNM's New Mexico Workforce Connection Centers (American Job Centers) Partners by determining contributions based on the proportionate use of the one-stop centers and relative benefits received. This requires that all funds are spent solely for allowable purposes in a manner consistent with the applicable authorizing statutes and all other applicable legal requirements, including the Uniform Guidance.

The Partners consider this one-stop operating budget the master budget that is necessary to maintain the WCCNM's New Mexico Workforce Connection Centers (American Job Centers) network. It includes the following cost categories, as required by WIOA and its implementing regulations:

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

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

The annual Operating Budget estimated costs will be developed on an annual basis and distributed to all partners for review and planning prior and to the beginning of each Program Year.