

## Annual Program Report

### Cover Page

Program Name: **Clovis Community College Adult Education**  
Institution or Organization: **Clovis Community College**  
Address: **417 Schepps Blvd.**  
City: **Clovis, NM**  
County: **Curry**  
Zip: **88101**  
Main Phone: **575-769-4095**  
Website: **<https://www.clovis.edu/css/adulteducation/index.aspx>**  
Social Media: **<https://www.facebook.com/ClovisCommunityCollege>**

Workforce Region(s) Served: **Eastern Region**

Submission Date: **9/1/2021**

Program Director, Manager, or

Coordinator Name and Title: **Emily Glikas, AE Director**

Contact Information: Phone(s): **575-769-4109**

Email: **GlikasE@clovis.edu**

Alternate Contact Name and

Title: **Meriah Guillen, AE Instructional Coordinator**

Contact Information: Phone(s): **575-769-4094**

Email: **GuillenM@clovis.edu**



Signature of the Chief Executive Officer or Designee

**8/31/2021**  
DATE

**Dr. Charles Nwankwo, President, Clovis Community College**

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.

*The Adult Education (AE) program at Clovis Community College (CCC) currently offers a variety of instructional services. High School Equivalency (HSE) and English as a Second Language (ESL) courses form the core of the AE program. All HSE and ESL classes are offered in four-week closed enrollment cycles. Classes are provided in the mornings and evenings to accommodate students' schedules. Traditionally, classes have been provided in person, but many HSE and ESL classes have been provided online during FY 20-21 via Google Classroom due to the COVID pandemic. HSE classes are offered at two levels with a focus on two subjects, Math and Reading. ESL classes are offered at four levels, with a focus on integrated reading, writing, speaking, and listening instruction and activities. Instruction is provided in a small class setting with a flexible, pre-planned curriculum. While the bulk of the program's HSE and ESL classes are held at CCC, the program also works with community partners to provide these classes at satellite locations, including the evening ESL classes held at La Casita Elementary in Clovis and the evening HSE classes held at the Bridge to Hope Center in Portales. Online programming developed in response to the Covid-19 pandemic also allows the program to expand student access to AE instruction.*

*In addition to these two mainstays, the AE program provides a range of additional programs to support AE students in developing their academic, professional, personal, and life skills. These ancillary course offerings typically operate on longer session lengths and either target small groups of selected students for participation or aim to provide additional course offerings to students enrolled in other AE programming. For example, the AE program recently launched an entrepreneurship course in partnership with the Eastern Area Workforce Development Board (EAWDB) to provide students with an opportunity to develop professionalism skills like communication and teamwork while learning about starting a business. Other examples of supplemental programming designed to support AE students enrolled in HSE or ESL classes include a computer basics class with a bilingual instructor to equip students with the digital literacy skills needed for enrolling in college, obtaining many jobs, and participating in community and personal events and dialogue, and STEAM-based family literacy events that provide science and math instruction to children and parents in a setting designed to foster family cohesion, encourage learning, and promote creative and critical thinking.*

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.)

*Institutional, community, and WIOA partnerships have been key to the successful delivery of adult education and literacy activities.*

*Institutional partnerships provide students with access to educational tools and supports, such as tutoring, coaching, and counseling. These partnerships also help support students in transitioning from AE programs to post-secondary programs. Institutional partners include Tutoring, Testing, Advising, Transitional Education, TRIO SSS, and Financial Aid.*

*Community partnerships support Clovis AE in accommodating more students within the community by providing satellite locations to provide service to students unable to travel to CCC's campus and by connecting students with resources such as transportation, food, or shelter. Community partners that provide space for off-site instruction include La Casita Elementary (Clovis), Desertview Dairy (Texico), and the Bridge to Hope Center (Portales). Community partners that connect students to supports and resources include the CATS transportation*



systems, United Way/212, Matt 25, TANF, and Clovis Municipal School's Migrant Education Program.

WIOA partnerships support Clovis AE through referrals, co-enrollments, student support services, and career exploration, planning, training, and placement opportunities. Clovis AE's WIOA partnerships are formalized in an MOU with the EAWDB.

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.

*As with FY 19-20, institutional and community closures in response to the COVID pandemic had a drastic effect on the AE program in FY 20-21. While some late Spring classes were held in person, the vast majority of courses throughout the year were held online. At times, the college was at a limited capacity to enforce social distancing, at others it was closed completely, making it difficult to continue delivering consistent and stable instructional service. Despite these challenges, the program maintained its regular rotation of 4-week courses by emphasizing flexibility and integrated technology to limit interruptions to student learning.*

*While the program was able to maintain consistent instructional services, other services like assessment were more difficult. While CCC's testing center worked closely with the AE program to provide remote TABE testing options, few AE students were able to successfully take a remote TABE test due to access and digital literacy barriers. In person testing center closures also negatively impacted credential attainment rates, as AE students were hesitant to take remote versions of HSE exams such as the GED® or HiSet®.*

*Fortunately, FY 20-21 student data does show improvements over FY 19-20's data, indicating that the program has improved its ability to deliver services at a distance. While enrollment and student employment are still low due to the COVID pandemic, measurable skill gains for students enrolled in the AE program have improved since last year,*

4. 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.

*In the upcoming academic years, the AE program's core functions will be crucial to the region's economic recovery. The program will continue to provide each of the services listed above: HSE and ESL courses, computer basics courses, workforce preparation and professional skill development courses, and family literacy courses. These courses will be vital to combatting recent high unemployment rates, repairing low educational enrollment rates, and equipping students with the necessary knowledge and skills to be active and informed participants in their child's education.*

*In the wake of the COVID pandemic, the program has five areas of focus for improving and expanding service delivery:*

- 1) Designing hybrid and flexible instructional delivery models that support a safe return to campus for students*
- 2) Improving online instruction and increasing available supports (devices, academic advising, etc.) for online students*
- 3) Expanding contextualized instruction and co-enrollment offerings to students and exploring more partnerships in service delivery with institutional and WIOA partners*
- 4) Capitalizing on unemployment data and workforce partnerships to target unemployed individuals without a high school diploma*
- 5) Increasing enrollment and student achievement in core and ancillary courses*

## Section II. Student Data 2020-2021

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

|  |            |
|--|------------|
| Total count of students with fewer than 12 hours (Table 2A)  | 78         |
| Total count of students with 12 + hours  | 264        |
| Total contact hours for students with 12 + hours   | 19,955     |
| Average contact hours for students with 12 + hours   | 76         |
| Average contact hours for students with 12 + hours experiencing level gains  | 121        |
| Count of all HSE graduates with 12 + hours   | 17         |
| Percentage of total number of students achieving a measurable skill gain   | 29.92%     |
| Percentage of total number of students achieving employment second quarter after exit                                | 16.95%     |
| Percentage of total number of students achieving employment fourth quarter after exit                                | 7.73%      |
| Median earnings for former students in the second quarter after exit   | \$3,572.42 |
| <b>Total # of students reporting TRANSPORTATION issues that impact the ability to participate in the AE Program.</b> | 5          |
| <b>Total # of students reporting CHILD CARE issues that impact the ability to participate in the AE Program.</b>     | 6          |



### 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.

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.

*Program data reveals several noteworthy trends for FY 20-21.*

- 1) Measurable Skill Gains (MSGs) have increased by 5.42% over the past year, rising from 24.5% in FY 19-20 to 29.92% in FY 20-21, suggesting that the program has improved service delivery through the pandemic since its initial onset in Spring 2020.*
- 2) The distribution of ABE students by NRS level has remained consistent, with 45-50% of students testing at an NRS Level 3 and 2.5-3% of students testing at an NRS Level 1, suggesting that program HSE curriculum is appropriately aligned.*
- 3) Overall student enrollment is down, dropping from 376 students in FY 19-20 to 264 students in FY 20-21, but ESL student enrollment is dramatically low, dropping from 195 students in FY 19-20 to 41 in FY 20-21. While ESL students comprised 51.8% of the program's enrollees in FY 19-20, ESL students only comprised 15.5% of FY 20-21 enrollees.*
- 4) Student employment is dramatically low in both the second and fourth quarters after exit, dropping from 21.6% in FY 19-20 to 16.95% in FY 20-21 in the Second Quarter after Exit, and from 24.9% in FY 19-20 to 7.73% in FY 20-21 in the Fourth Quarter after Exit.*
- 5) MSG achievement has improved most drastically among ABE NRS Level 1 students, rising from 20% in FY 19-20 to 71% in FY 20-21, suggesting that the program has improved its instructional and advising practices to better support foundational learners.*

2. When you look at your program data, how effective do you gauge your program to be, and why?

*Despite the ongoing effects of the COVID pandemic, program data suggests that FY 20-21 efforts to improve service delivery have positively impacted student achievement. MSGs increased from 24.5% in FY 19-20 to 29.92% in FY 20-21, suggesting improved service delivery through distance and hybrid modalities. The program hopes to see this trend continue as instructors and students become more familiar with online learning. One particular program strength in FY 20-21 was the achievement of ABE Level 1 learners who experienced a 71.43% MSG. This is particularly notable as the majority of the year's instruction was provided remotely. Instructors and advisors worked closely to support and retain foundational students in their online courses.*

*While other program metrics fall below the state adjusted levels of performance, these can largely be explained by effects of the COVID pandemic. Student employment levels of performance were particularly low, with student employment rates falling short of the state target by 29% in the Second Quarter after Exit and 70% in the Fourth Quarter after Exit.*

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                    |

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

*Clovis AE uses program data to monitor and improve performance. Key data points for review include student enrollment patterns, retention patterns, identified needs and barriers, and student achievement patterns. To identify and share promising practices between sites, classes, and instructors, program staff examine student retention and performance trends within individual courses and sites, and discuss classroom practices and strategies to exchange promising practices. Instructional and advisory staff meet twice a month via Google Meets to review student and class progress and success. Regular participation in state and national professional development initiatives and trainings also allows Clovis AE to collect and implement best practices from the field at large.*

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

*The program plans to continue participating in regional and state program improvement initiatives and efforts in FY 21-22. Clovis AE is looking forward to CPI Year 3 and hopes to further integrate career pathways services and contextualized instruction into its onboarding and ongoing programming. Clovis AE also intends to continue working closely with EAWDB and local WIOA partners to strengthen and streamline co-enrollment efforts. This includes offering another year of the StartUp Generation Entrepreneurship course and bringing on a second full-time instructional coordinator to oversee the integration of more workforce content into academic settings and coursework. In addition to these upcoming plans, Clovis AE intends*



*to continue actively participating in available professional development opportunities and encouraging its instructional and advisory staff to continue being active members of agencies like the New Mexico Adult Education Association, which connects staff to multiple memberships that grant access to state and national trainings and resources.*

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

*Several effects of the COVID pandemic have been noted above. Due to campus closures and limited ability to offer in person instruction, student enrollment and achievement is down compared to pre-COVID years. The most drastic disparities in data can be seen when examining student employment and ESL enrollment. Program leadership suspects that both low employment rates and low ESL enrollment are closely tied to the pandemic.*

**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.*

Career Services – 345

Training Services - 7

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.*

$\$13,950/345 = \sim \$40.43$  per participant for career services

$\$5,220/7 = \sim \$745.71$  per participant for training services

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.

*Clovis AE provides key services to support the realization of the EAWDB's development plan. As outlined in the local plan and regional MOU, Clovis AE provides HSE instruction, ESL instruction, computer skills instruction, and other academic supports as needed. The program works closely with local WIOA partners and other community agencies to connect students with educational and employment activities. WIOA Youth and Adult representatives have been included in program onboarding sessions to meet with students, and the program has continued to connect students to local WIOA representatives via digital interest forms throughout the COVID pandemic. All students are required to complete a career plan and support inventory during registration, and student responses are shared with local career coaches to connect students with requested services, such as additional tutoring, training opportunities, or job placements.*

*In FY 20-21, Clovis AE partnered more closely with the EAWDB to pilot and deliver an entrepreneurial course designed to equip students with professionalism skills, workplace literacy, and basic business knowledge.*



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.

*To demonstrate partnership with the Local Workforce Development Board, program leadership maintains relationships with board representatives and workforce staff by attending board meetings and maintaining regular communication. The program director and coordinator regularly attend EAWDB Meetings, Quarterly Partner and Community Meetings, WIOA Youth Committee Meetings, and other meetings with WIOA partners. Attendance to these meetings allows Clovis AE and its WIOA partners to communicate and coordinate service efforts.*

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.

## 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.

*This year, Clovis AE participated in two components of the state-sponsored Career Pathways Institute: the contextualized instruction series and the peer coaching project. Both efforts were beneficial to the program as they allowed program staff to build on Year 1 plans and efforts. As captured in last years' annual report, the program integrated career pathways activities into its onboarding process through the use of career exploration activities, explicit instruction in professionalism skills, and the collection of student career plans to inform advising and instruction. Participation in CPI Year 2 allowed Clovis AE to refine Year 1 projects through continued implementation, particularly through the pandemic. The contextualized instruction series supported program instructional staff in developing and delivering contextualized lessons and content online, and the peer coaching project allowed program leadership to discuss and troubleshoot pandemic challenges with regional colleagues. Together, participation in these components of CPI Year 2 allowed the program to continue refining and expanding its career pathways services in person and online.*

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)

*As noted above, Clovis AE built on its contextualization efforts from previous years in FY 20-21. The program's instructional coordinator participated in the contextualization series in CPI Year 2 and continued to locate and develop instructional resources and instructor training materials that equip instructors and classrooms with the tools needed to place academic learning in context. The program has also built on its collection of contextualized resources that further this mission. In addition to continuing to use the McGraw Hill Workforce series with HSE students, Clovis AE began using the career resources on Burlington English with ESL students in FY 20-21. This software has allowed ESL students to continue learning and practicing English in context on their devices at home.*

*In partnership with the EAWDB and several other adult education programs, Clovis AE piloted the StartUp Generation Entrepreneurial course in Spring 2021. The course was a 16-week class that covered critical thinking and professionalism skills while introducing students to basic concepts of business and management. The course was modified for online delivery due to the pandemic, and students had to work as a team, solve problems, create plans, and present ideas virtually, practicing the use of modern technology as they learned about teamwork and entrepreneurship.*



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.

*While Clovis AE is not currently in the process of developing a specific IET program, it has taken several steps to prepare for future IET programming. Program leadership is building relationships with key partners such as regional WIOA representatives and institutional leadership to build pathways for future partnerships. Many of these relationships have been formalized, such as the inclusion of Clovis AE in the EAWDB's launch of the StartUp Generation Entrepreneurial program and the inclusion of the program director on CCC's newly founded committee to enhance employer partnerships and increase vocational training opportunities on campus.*

*Program instructional staff have also continued to prepare for future IET programming by participating in on-going professional development regarding contextualization, interdisciplinary instruction, and IET programming in general. The program hopes that the upcoming transition of its entrepreneurship coach to a full-time instructional position will allow these types of courses and partnerships to continue to launch and grow at Clovis AE.*

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.

*Clovis AE works with its institution, its WIOA partners, and local employers to connect students to work-based learning opportunities such as job shadowing, on-the-job training, job placement, internship, and work study positions. Clovis AE also partners with UNM-Valencia and TANF to provide HSE instruction to participants enrolled in specific career programs.*

## 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.

*Clovis AE ensures programming is of sufficient intensity and quality by using best practices in assessment, advising, curriculum, and instruction. The program uses NRS assessments and benchmarks to assess all students upon entry and place students into appropriate class levels. The program aligns its entire curriculum to rigorous and appropriate standards: the College and Career Readiness Standards (CCRS) for HSE programs and the English Language Proficiency Standards for Adults for ESL programs. Instructors are provided training on instructional techniques and methods, including lesson planning, contextualization, and student engagement. Core components of the program's instructional practices include key shifts of the CCRS, such as rigor and focus in mathematics, and engaging with complex texts and building knowledge in language and literacy courses. In both its HSE and ESL courses, the program focuses on interdisciplinary content area literacy that emphasizes fluency and comprehension while developing vocabulary and general knowledge.*

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.

*The program began digitizing its instructional components in FY 18-19 through the adoption of Google Classroom and classroom use of websites like Typing.com, EdReady, and Google Tools. These efforts expanded in FY 19-20 and were critical during the onset of the COVID pandemic as the program's instructional delivery was shifted completely online. In FY 20-21 the program continued to increase, expand, and improve its use of technology in service delivery. The program now owns and manages 150 Chromebooks for classroom use and student checkout. All students get an NMDELTA email and receive instruction in using Google tools like Classroom, Docs, and Sheets as they complete their classwork. These efforts have allowed the program to enhance instructional activities in the classroom and at home, and to extend instructional delivery beyond classroom walls.*



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.

*The program's efforts to implement the CCRS contain two major components: the use of CCRS-aligned instructional resources and high-quality training in the CCRS for program instructors.*

*The implementation of the CCRS begins with the development of program curriculum, which strives to emphasize critical thinking, problem solving, and interdisciplinary literacy. In both its HSE and ESL courses, the program selects high-quality standards-aligned resources to anchor classroom curriculum. These resources include textbooks, such as the Ventures series by Cambridge and the Common Core series by McGraw Hill. Program resources also include digital collections, such as NROC's Developmental Math and English products, and software such as Burlington English and Paxen Focus.*

*CCRS training and professional development begins at hire. The program seeks out instructional staff with training in education or familiarity with the Common Core and CCR Standards, and keeps digital training materials available for any instructors needing additional support and instruction. All program instructors are paired with a mentor instructor for their first cycle of classes, and instructors are encouraged to access external resources and attend available professional development activities to further their knowledge of the CCRS and appropriate implementation strategies.*

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

N/A

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

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.*

| Last Name | First Name | Position               | Full or Part Time | Educational Attainment | Years of Experience in Adult Education | Professional Development Attended   | Date   | Location     |
|-----------|------------|------------------------|-------------------|------------------------|--|---|--|--------------|
| Glikas    | Emily      | AE Director            | Full Time         | Master's Degree        | 6                                      | <ul style="list-style-type: none"> <li>• StartUp Generation Facilitator Training</li> <li>• NMAEA Teacher's Institute</li> <li>• IDEAL 101</li> <li>• CPI: Year Two</li> <li>• New Mexico Adult Education and Literacy Day</li> <li>• NMAEA Adult Education Conference</li> </ul> | <ul style="list-style-type: none"> <li>• 9/16/20-10/2/20</li> <li>• 9/17/20-9/18/20</li> <li>• 10/26/20-11/13/20</li> <li>• 10/22/20-Present</li> <li>• 3/9/21</li> <li>• 3/11/21-3/12/21</li> </ul> | Online (All) |
| Cano      | Veronica   | AE Program Coordinator | Full Time         | Associate's Degree     | 6                                      | <ul style="list-style-type: none"> <li>• NMAEA Teacher's Institute</li> <li>• IDEAL 101</li> <li>• NMAEA Adult Education Conference</li> </ul>  | <ul style="list-style-type: none"> <li>• 9/17/20-9/18/20</li> <li>• 10/26/20-11/13/20</li> <li>• 3/11/21-3/12/21</li> </ul>  | Online (All) |



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2020-2021

|         |         |                                    |              |                       |    |  |   |              |
|---------|---------|------------------------------------|--------------|-----------------------|----|--|---|--------------|
| Guillen | Meriah  | AE<br>Instructional<br>Coordinator | Full<br>Time | Bachelor's<br>Degree  | 6  | <ul style="list-style-type: none"> <li>NMAEA Teacher's Institute</li> <li>National Career Pathways Network</li> <li>IDEAL 101</li> <li>Teaching Skills that Matter</li> <li>CPI: Year Two</li> <li>New Mexico Adult Education and Literacy Day</li> <li>NMAEA Adult Education Conference</li> <li>COABE</li> </ul> | <ul style="list-style-type: none"> <li>9/17/20-9/18/20</li> <li>10/15/20-10/16/20</li> <li>10/26/20-11/13/20</li> <li>8/5/20-present</li> <li>10/22/20-Present</li> <li>3/9/21</li> <li>3/11/21-3/12/21</li> <li>3/22/21-3/24/21</li> </ul> | Online (All) |
| Rivera  | Lupita  | AE Data<br>Specialist              | Full<br>Time | Associate's<br>Degree | 8  | <ul style="list-style-type: none"> <li>NMAEA Teacher's Institute</li> <li>NMAEA Adult Education Conference</li> </ul>  | <ul style="list-style-type: none"> <li>9/17/20-9/18/20</li> <li>3/11/21-3/12/21</li> </ul>  | Online (All) |
| Cochran | William | HSE Instructor                     | Part<br>Time | Associate's<br>Degree | 2  | <ul style="list-style-type: none"> <li>StartUp Generation Facilitator Training</li> <li>NMAEA Teacher's Institute</li> <li>IDEAL 101</li> <li>Google Training and Certification</li> <li>NMAEA Adult Education Conference</li> <li>COABE</li> </ul>  | <ul style="list-style-type: none"> <li>9/16/20-10/2/20</li> <li>9/17/20-9/18/20</li> <li>10/26/20-11/13/20</li> <li>1/20/21</li> <li>3/11/21-3/12/21</li> <li>3/22/21-3/24/21</li> </ul>  | Online (All) |
| Dowtin  | Maranda | ESL Instructor                     | Part<br>Time | Bachelor's<br>Degree  | <1 | <ul style="list-style-type: none"> <li>COABE</li> </ul>  | <ul style="list-style-type: none"> <li>3/22/21-3/24/21</li> </ul>   | Online       |

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2020-2021

|         |           |                    |           |                    |    |  |  |              |
|---------|-----------|--------------------|-----------|--------------------|----|--|--|--------------|
| Guillen | Isaiah    | HSE/ESL Instructor | Part Time | Bachelor's Degree  | 2  | <ul style="list-style-type: none"> <li>Google Training and Certification</li> <li>NMAEA Adult Education Conference</li> <li>COABE</li> </ul>                     | <ul style="list-style-type: none"> <li>1/9/21</li> <li>3/11/21-3/12/21</li> <li>3/22/21-3/24/21</li> </ul> | Online (All) |
| Lopez   | Guillermo | HSE Instructor     | Part Time | Bachelor's Degree  | 2  | <ul style="list-style-type: none"> <li>NMAEA Teacher's Institute</li> <li>Google Training and Certification</li> </ul>   | <ul style="list-style-type: none"> <li>9/17/20-9/18/20</li> <li>12/28/20</li> </ul>                        | Online (All) |
| Maratta | Lydia     | HSE Instructor     | Part Time | Associate's Degree | <1 | <ul style="list-style-type: none"> <li>Google Training</li> </ul>  | <ul style="list-style-type: none"> <li>6/14/21</li> </ul>  | Online       |
| Wheeler | Marisol   | ESL Instructor     | Part Time | Bachelor's Degree  | 2  | <ul style="list-style-type: none"> <li>NMAEA Teacher's Institute</li> <li>Google Training and Certification</li> <li>NMAEA Adult Education Conference</li> </ul> | <ul style="list-style-type: none"> <li>9/17/20-9/18/20</li> <li>1/5/21</li> <li>3/11/21-3/12/21</li> </ul> | Online (All) |



## 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

| Total hours contributed | Fair Market Value per Hour | Total |
|-------------------------|----------------------------|-------|
| N/A                     |                            |       |

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

| Total hours contributed | Fair Market Value per Hour | Total |
|-------------------------|----------------------------|-------|
| N/A                     |                            |       |

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

| Total hours contributed | Fair Market Value per Hour | Total |
|-------------------------|----------------------------|-------|
| N/A                     |                            |       |

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

N/A

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.

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    |
|---------------------------------|-----------------------------------|----------|
| 12,298 square feet              | \$48.00                           | \$49,192 |

### Alternate option:

Please indicate institution's building renewal and replacement allocation

(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   |
|-----------------------------------|----------|
| Institutional Salary Contribution | \$20,000 |
| Institutional Supply Contribution | \$2,500  |
| EAWDB StartUp Generation Funding  | \$7,950  |
|                                   |          |
|                                   |          |

**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).

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](mailto:adult.education@state.nm.us) AND [amy.anderson@state.nm.us](mailto:amy.anderson@state.nm.us) no later than 5:00 p.m. on September 1, 2021.



# Student:

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

Select Reporting  
System:

NRS FY 20-21

Agency: Clovis Community College

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

| Entering<br>Educational<br>Functioning<br>Level (A) | American<br>Indian or<br>Alaska<br>Native |          | Asian    |          | Black or<br>African-<br>American |          | Hispanic/Latino |       | Native<br>Hawaiian<br>or Other<br>Pacific<br>Islander |          | White    |          | More than<br>One Race |          | Total |
|---|---|----------|----------|----------|----------------------------------|----------|-----------------|-------|---|----------|----------|----------|-----------------------|----------|-------|
|   | M<br>(B)                                  | F<br>(C) | M<br>(D) | F<br>(E) | M<br>(F)                         | F<br>(G) | M (H)           | F (I) | M<br>(J)  | F<br>(K) | M<br>(L) | F<br>(M) | M<br>(N)              | F<br>(O) | (P)   |
| ABE*** Level 1                                      | 0   | 0        | 1        | 0        | 0                                | 0        | 3               | 1     | 0   | 0        | 0        | 2        | 0                     | 0        | 7     |
| ABE Level 2   | 1   | 0        | 0        | 0        | 3                                | 5        | 9               | 53    | 0   | 0        | 4        | 10       | 0                     | 0        | 85    |
| ABE Level 3   | 0   | 0        | 0        | 0        | 2                                | 3        | 22              | 50    | 0   | 0        | 14       | 11       | 0                     | 0        | 102   |
| ABE Level 4   | 0   | 0        | 0        | 1        | 0                                | 1        | 10              | 9     | 0   | 0        | 3        | 4        | 0                     | 0        | 28    |
| ABE Level 5   | 0   | 0        | 0        | 0        | 0                                | 0        | 0               | 0     | 0   | 0        | 0        | 1        | 0                     | 0        | 1     |
| 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        | 3               | 10    | 0   | 0        | 0        | 0        | 0                     | 0        | 13    |
| ESL Level 2   | 0   | 0        | 0        | 0        | 0                                | 0        | 2               | 7     | 0   | 0        | 0        | 0        | 0                     | 0        | 9     |
| ESL Level 3   | 0   | 0        | 0        | 0        | 0                                | 0        | 1               | 7     | 0   | 0        | 0        | 0        | 0                     | 0        | 8     |
| ESL Level 4   | 0   | 0        | 0        | 0        | 0                                | 0        | 0               | 10    | 0   | 0        | 0        | 0        | 0                     | 0        | 10    |
| ESL Level 5   | 0   | 0        | 0        | 0        | 0                                | 0        | 0               | 1     | 0   | 0        | 0        | 0        | 0                     | 0        | 1     |
| ESL Level 6   | 0   | 0        | 0        | 0        | 0                                | 0        | 0               | 0     | 0   | 0        | 0        | 0        | 0                     | 0        | 0     |
| Total   | 1   | 0        | 1        | 1        | 5                                | 9        | 50              | 148   | 0   | 0        | 21       | 28       | 0                     | 0        | 264   |

\*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

# Student:

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

Select Reporting  
System:

NRS FY 20-21

Agency: Clovis Community College

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

| Age<br>Group<br>(A) | American<br>Indian or<br>Alaska<br>Native |          | Asian    |          | Black or<br>African-<br>American |          | Hispanic/Latino |       | Native<br>Hawaiian<br>or Other<br>Pacific<br>Islander |          | White    |          | More than<br>One Race |          | Total |
|---------------------|---|----------|----------|----------|----------------------------------|----------|-----------------|-------|---|----------|----------|----------|-----------------------|----------|-------|
|                     | Male<br>(B)                               | F<br>(C) | M<br>(D) | F<br>(E) | M<br>(F)                         | F<br>(G) | M (H)           | F (I) | M<br>(J)  | F<br>(K) | M<br>(L) | F<br>(M) | M<br>(N)              | F<br>(O) | (P)   |
| 16-18               | 0   | 0        | 0        | 0        | 1                                | 0        | 11              | 9     | 0   | 0        | 6        | 6        | 0                     | 0        | 33    |
| 19-24               | 0   | 0        | 1        | 0        | 2                                | 3        | 15              | 38    | 0   | 0        | 8        | 10       | 0                     | 0        | 77    |
| 25-44               | 1   | 0        | 0        | 1        | 1                                | 3        | 20              | 84    | 0   | 0        | 5        | 11       | 0                     | 0        | 126   |
| 45-54               | 0   | 0        | 0        | 0        | 0                                | 1        | 4               | 14    | 0   | 0        | 2        | 1        | 0                     | 0        | 22    |
| 55-59               | 0   | 0        | 0        | 0        | 1                                | 2        | 0               | 2     | 0   | 0        | 0        | 0        | 0                     | 0        | 5     |
| 60+                 | 0   | 0        | 0        | 0        | 0                                | 0        | 0               | 1     | 0   | 0        | 0        | 0        | 0                     | 0        | 1     |
| Total               | 1   | 0        | 1        | 1        | 5                                | 9        | 50              | 148   | 0   | 0        | 21       | 28       | 0                     | 0        | 264   |

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

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

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

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

## Ethnicity/Race:

See Table 1

## Sex:

See Table 1

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



# Student:

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

Select Reporting  
System:

NRS FY 20-21 ▼

Agency: Clovis Community College

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

|               | American Indian or Alaska Native |       | Asian |       | Black or African-American |       | Hispanic/Latino |       | Native Hawaiian or Other Pacific Islander |       | White |       | More than One Race |       | 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 (O) | (P)   |
| 16-18         | 0                                | 0     | 0     | 0     | 1                         | 0     | 5               | 4     | 0   | 0     | 1     | 2     | 0                  | 0     | 13    |
| 19-24         | 0                                | 0     | 0     | 0     | 0                         | 0     | 9               | 14    | 0   | 0     | 1     | 2     | 0                  | 0     | 26    |
| 25-44         | 0                                | 0     | 0     | 0     | 0                         | 0     | 8               | 18    | 0   | 0     | 1     | 2     | 0                  | 0     | 29    |
| 45-54         | 0                                | 0     | 0     | 0     | 0                         | 0     | 3               | 5     | 0   | 0     | 0     | 0     | 0                  | 0     | 8     |
| 55-59         | 0                                | 0     | 0     | 0     | 0                         | 0     | 1               | 0     | 0   | 0     | 0     | 0     | 0                  | 0     | 1     |
| 60+           | 0                                | 0     | 0     | 0     | 0                         | 0     | 0               | 1     | 0   | 0     | 0     | 0     | 0                  | 0     | 1     |
| Total         | 0                                | 0     | 0     | 0     | 1                         | 0     | 26              | 42    | 0   | 0     | 3     | 6     | 0                  | 0     | 78    |

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

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

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

Ethnicity/Race: See Table 1

# Student:

NRS Table 3: Participants by Program Type and Age

Select Reporting

NRS FY 20-21 ▼

Agency: Clovis Community College

System:

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

| Program Type (A)  | 16-18 (B) | 19-24 (C) | 25-44 (D)  | 45-54 (E) | 55-59 (F) | 60+ (G)  | Total (H)  |
|---|-----------|-----------|------------|-----------|-----------|----------|------------|
| <b>Adult Basic Education**</b>  | 32        | 69        | 102        | 16        | 3         | 0        | 222        |
| Integrated Education and Training Program                               | 0         | 0         | 0          | 0         | 0         | 0        | 0          |
| <b>Adult Secondary Education***</b>                                     | 1         | 0         | 0          | 0         | 0         | 0        | 1          |
| Integrated Education and Training Program                               | 0         | 0         | 0          | 0         | 0         | 0        | 0          |
| <b>English Language Acquisition****</b>                                 | 0         | 8         | 24         | 6         | 2         | 1        | 41         |
| Integrated Education and Training Program                               | 0         | 0         | 0          | 0         | 0         | 0        | 0          |
| <b>Integrated English Literacy and Civics Education (Sec. 243)*****</b> | 0         | 0         | 0          | 0         | 0         | 0        | 0          |
| Integrated Education and Training Program                               | 0         | 0         | 0          | 0         | 0         | 0        | 0          |
| <b>Total</b>  | <b>33</b> | <b>77</b> | <b>126</b> | <b>22</b> | <b>5</b>  | <b>1</b> | <b>264</b> |

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

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

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

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

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

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

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



# Student:

NRS Table 4

Select Reporting System:

NRS FY 20-21

Agency:

Clovis Community College

## 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 Period of Participation                    |                            |  |   |   |   | All Periods of Participation  |  |  |   |  |   |  |   |  |  |
|--|----------------------------|--|---|---|---|---|--|--|---|--|---|--|---|--|--|
| Entering Educational Functioning Level (EFL) (A) | Number of Participants (B) | Total Number of Participants Excluded from MSG Performance (C) | Total Attendance Hours for All Participants (D) | Number Who Achieved at Least One EFL Gain (E) | Number Who Attained a Secondary School Diploma or Its Recognized Equivalent (F) | Number of IET or Workplace Literacy Participants Who Achieved an MSG Other Than EFL Gain and Secondary School Diploma * (G) | Number Separated Before Achieving Measurable Skill Gains (H) | Number Remaining in Program Without Measurable Skill Gains (I) | Percentage Achieving Measurable Skill Gains (J) | Total Number of Periods of Participation (K) | Total Number of Periods of Participation in Which Participants Achieved at Least EFL Gain (L) | Total Number of Periods of Participation in Which a Secondary School Diploma or Its Recognized Equivalent Was Attained (M) | Total Number of IET or Workplace Literacy Periods of Participation in Which Participants Achieved an MSG Other Than EFL Gain and Secondary School Diploma * (N) | Percentage of Periods of Participation with Measurable Skill Gains (O) |  |
| ABE Level 1                                      | 7                          | 0  | 1037.5  | 5   | 0   | 0   | 1  | 1  | 71.43   | 7  | 5   | 0  | 0   | 71.43  |  |
| ABE Level 2                                      | 85                         | 0  | 7413.4  | 27  | 1   | 0   | 44   | 13   | 32.94   | 91   | 27  | 1  | 0   | 30.77  |  |
| ABE Level 3                                      | 102                        | 0  | 6905.9  | 13  | 6   | 0   | 59   | 24   | 18.63   | 106  | 13  | 6  | 0   | 17.92  |  |
| ABE Level 4                                      | 28                         | 0  | 2157.15   | 0   | 9   | 0   | 15   | 4  | 32.14   | 28   | 0   | 9  | 0   | 32.14  |  |
| ABE Level 5                                      | 1                          | 0  | 14  | 0   | 1   | 0   | 0  | 0  | 100   | 1  | 0   | 1  | 0   | 100  |  |
| ABE Level 6                                      | 0                          | 0  | 0   | 0   | 0   | 0   | 0  | 0  | 0   | 0  | 0   | 0  | 0   | 0  |  |
| ABE Total  | 223                        | 0  | 17527.95  | 45  | 17  | 0   | 119  | 42   | 27.8  | 233  | 45  | 17   | 0   | 26.61  |  |
| ESL Level 1                                      | 13                         | 0  | 818   | 5   | 0   | 0   | 7  | 1  | 38.46   | 13   | 5   | 0  | 0   | 38.46  |  |
| ESL Level 2                                      | 9                          | 0  | 409   | 3   | 0   | 0   | 5  | 1  | 33.33   | 9  | 3   | 0  | 0   | 33.33  |  |
| ESL Level 3                                      | 8                          | 0  | 588   | 6   | 0   | 0   | 2  | 0  | 75  | 9  | 6   | 0  | 0   | 66.67  |  |
| ESL Level 4                                      | 10                         | 0  | 598   | 3   | 0   | 0   | 6  | 1  | 30  | 10   | 3   | 0  | 0   | 30   |  |
| ESL Level 5                                      | 1                          | 0  | 14  | 0   | 0   | 0   | 1  | 0  | 0   | 1  | 0   | 0  | 0   | 0  |  |
| ESL Level 6                                      | 0                          | 0  | 0   | 0   | 0   | 0   | 0  | 0  | 0   | 0  | 0   | 0  | 0   | 0  |  |
| ESL Total  | 41                         | 0  | 2427  | 17  | 0   | 0   | 21   | 3  | 41.46   | 42   | 17  | 0  | 0   | 40.48  |  |
| Grand Total                                      | 264                        | 0  | 19954.95  | 62  | 17  | 0   | 140  | 45   | 29.92   | 275  | 62  | 17   | 0   | 28.73  |  |

# Student:

NRS Table 4A - Educational Functioning Level Gain

Select Reporting System:

NRS FY 20-21

Agency:

Clovis Community College

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

Enter number of participants achieving educational gain at each level.

| Entering Educational Functioning Level (A) | Number of Participants (B) | Number with EFL Gain For ELA/Literacy or ELP by pre-posttesting (C) | Percentage Achieving ELA/Literacy or ELP EFL Gains (D) | Number with EFL Gain for Mathematics by pre-posttesting (E) | Percentage Achieving Mathematics EFL Gains (F) | Number with EFL Gain by Carnegie Units/Credits (G) | Percentage Achieving EFL Gain by Carnegie Units/Credits (H) | Number with EFL Gain by Transition to Postsecondary Education (I) | Percentage Achieving EFL Gain by Transition to Postsecondary Education (J) |
|--|----------------------------|---|--|---|--|--|---|---|--|
| ABE Level 1                                | 5                          | 1   | 20   | 5   | 100  | 0  | 0   | 0   | 0  |
| ABE Level 2                                | 27                         | 3   | 11.11  | 24  | 88.89  | 0  | 0   | 0   | 0  |
| ABE Level 3                                | 14                         | 5   | 35.71  | 9   | 64.29  | 0  | 0   | 0   | 0  |
| ABE Level 4                                | 1                          | 1   | 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                                  | 47                         | 10  | 21.28  | 38  | 80.85  | 0  | 0   | 0   | 0  |
| ESL Level 1                                | 5                          | 5   | 100  | 0   | 0  | 0  | 0   | 0   | 0  |
| ESL Level 2                                | 3                          | 3   | 100  | 0   | 0  | 0  | 0   | 0   | 0  |
| ESL Level 3                                | 6                          | 6   | 100  | 0   | 0  | 0  | 0   | 0   | 0  |
| ESL Level 4                                | 3                          | 3   | 100  | 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  |
| ESL Total                                  | 17                         | 17  | 100  | 0   | 0  | 0  | 0   | 0   | 0  |
| Grand Total                                | 64                         | 27  | 42.19  | 38  | 59.38  | 0  | 0   | 0   | 0  |

# Student:

## NRS Table 4B

Select Reporting System:

NRS FY 20-21 ▼

Agency:

Clovis Community College

### 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<br>(A) | Total Number<br>Enrolled<br>(B) | Total Attendance<br>Hours<br>(C) | Number with EFL<br>Gain<br>(D) | Number Separated<br>Before Achieving<br>EFL Gain<br>(E) | Number<br>Remaining Within<br>Level<br>(F) | Percentage<br>Achieving EFL Gain<br>(G) |
|---|---------------------------------|----------------------------------|--------------------------------|---|--|---|
| ABE Level 1                                   | 6                               | 1022.5                           | 5                              | 0   | 1  | 83.33                                   |
| ABE Level 2                                   | 47                              | 5779.9                           | 27                             | 12  | 10   | 57.45                                   |
| ABE Level 3                                   | 51                              | 5176.75                          | 14                             | 19  | 20   | 27.45                                   |
| ABE Level 4                                   | 12                              | 1599.65                          | 1                              | 5   | 6  | 8.33                                    |
| ABE Level 5                                   | 0                               | 0                                | 0                              | 0   | 0  | 0                                       |
| <b>ABE Total</b>                              | <b>116</b>                      | <b>13578.8</b>                   | <b>47</b>                      | <b>36</b>   | <b>37</b>                                  | <b>40.52</b>                            |
| ESL Level 1                                   | 6                               | 605.5                            | 5                              | 0   | 1  | 83.33                                   |
| ESL Level 2                                   | 3                               | 195                              | 3                              | 0   | 0  | 100                                     |
| ESL Level 3                                   | 6                               | 522.75                           | 6                              | 0   | 0  | 100                                     |
| ESL Level 4                                   | 3                               | 463.5                            | 3                              | 0   | 0  | 100                                     |
| ESL Level 5                                   | 0                               | 0                                | 0                              | 0   | 0  | 0                                       |
| ESL Level 6                                   | 0                               | 0                                | 0                              | 0   | 0  | 0                                       |
| <b>ESL Total</b>                              | <b>18</b>                       | <b>1786.75</b>                   | <b>17</b>                      | <b>0</b>  | <b>1</b>                                   | <b>94.44</b>                            |
| <b>Total</b>                                  | <b>134</b>                      | <b>15365.55</b>                  | <b>64</b>                      | <b>36</b>   | <b>38</b>                                  | <b>47.76</b>                            |



## Student:

NRS Table 4C

Select Reporting System:

NRS FY 20-21

Agency:

Clovis Community College

## 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 Period of Participation                    |                            |  |   |   |   |   |  |  |   | All Periods of Participation                 |   |  |   |  |  |  |
|--|----------------------------|--|---|---|---|---|--|--|---|--|---|--|---|--|--|--|
| Entering Educational Functioning Level (EFL) (A) | Number of Participants (B) | Total Number of Participants Excluded from MSG Performance (C) | Total Attendance Hours for All Participants (D) | Number Who Achieved at Least One EFL Gain (E) | Number Who Attained a Secondary School Diploma or Its Recognized Equivalent (F) | Number of IET or Workplace Literacy Participants Who Achieved an MSG Other Than EFL Gain and Secondary School Diploma * (G) | Number Separated Before Achieving Measurable Skill Gains (H) | Number Remaining in Program Without Measurable Skill Gains (I) | Percentage Achieving Measurable Skill Gains (J) | Total Number of Periods of Participation (K) | Total Number of Periods of Participation in Which Participants Achieved at Least EFL Gain (L) | Total Number of Periods of Participation in Which a Secondary School Diploma or Its Recognized Equivalent Was Attained (M) | Total Number of IET or Workplace Literacy Periods of Participation in Which Participants Achieved an MSG Other Than EFL Gain and Secondary School Diploma * (N) | Percentage of Periods of Participation with Measurable Skill Gains (O) |  |  |
| ABE Level 1                                      | 7                          | 0  | 1037.5  | 5   | 0   | 0   | 1  | 1  | 71.43   | 7  | 5   | 0  | 0   | 71.43  |  |  |
| ABE Level 2                                      | 85                         | 0  | 7413.4  | 27  | 1   | 0   | 44   | 13   | 32.94   | 91   | 27  | 1  | 0   | 30.77  |  |  |
| ABE Level 3                                      | 102                        | 0  | 6905.9  | 13  | 6   | 0   | 59   | 24   | 18.63   | 106  | 13  | 6  | 0   | 17.92  |  |  |
| ABE Level 4                                      | 28                         | 0  | 2157.15   | 0   | 9   | 0   | 15   | 4  | 32.14   | 28   | 0   | 9  | 0   | 32.14  |  |  |
| ABE Level 5                                      | 1                          | 0  | 14  | 0   | 1   | 0   | 0  | 0  | 100   | 1  | 0   | 1  | 0   | 100  |  |  |
| ABE Level 6                                      | 0                          | 0  | 0   | 0   | 0   | 0   | 0  | 0  | 0   | 0  | 0   | 0  | 0   | 0  |  |  |
| ABE Total  | 223                        | 0  | 17527.95  | 45  | 17  | 0   | 119  | 42   | 27.8  | 233  | 45  | 17   | 0   | 26.61  |  |  |
| ESL Level 1                                      | 13                         | 0  | 818   | 5   | 0   | 0   | 7  | 1  | 38.46   | 13   | 5   | 0  | 0   | 38.46  |  |  |
| ESL Level 2                                      | 9                          | 0  | 409   | 3   | 0   | 0   | 5  | 1  | 33.33   | 9  | 3   | 0  | 0   | 33.33  |  |  |
| ESL Level 3                                      | 8                          | 0  | 588   | 6   | 0   | 0   | 2  | 0  | 75  | 9  | 6   | 0  | 0   | 66.67  |  |  |
| ESL Level 4                                      | 10                         | 0  | 598   | 3   | 0   | 0   | 6  | 1  | 30  | 10   | 3   | 0  | 0   | 30   |  |  |
| ESL Level 5                                      | 1                          | 0  | 14  | 0   | 0   | 0   | 1  | 0  | 0   | 1  | 0   | 0  | 0   | 0  |  |  |
| ESL Level 6                                      | 0                          | 0  | 0   | 0   | 0   | 0   | 0  | 0  | 0   | 0  | 0   | 0  | 0   | 0  |  |  |
| ESL Total  | 41                         | 0  | 2427  | 17  | 0   | 0   | 21   | 3  | 41.46   | 42   | 17  | 0  | 0   | 40.48  |  |  |
| Grand Total                                      | 264                        | 0  | 19954.95  | 62  | 17  | 0   | 140  | 45   | 29.92   | 275  | 62  | 17   | 0   | 28.73  |  |  |

# Student:

NRS Table 5

Select Reporting System:

NRS FY 20-21 ▼

Agency:

Clovis Community College

## 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 *  | 49                                | 0  | 0  | 49                             | 0   | 0  |
| Employment Fourth Quarter after exit *  | 40                                | 0  | 0  | 43                             | 0   | 0  |
| Median Earnings Second Quarter after exit **  | 0                                 | 0  |  | 0                              | 0   |  |
| Attained a Secondary School Diploma/Recognized Equivalent and Enrolled in Postsecondary Education or Training within one year of exit *** | 0                                 | 0  | 0  | 0                              | 0   | 0  |
| Attained a Secondary School Diploma/Recognized Equivalent and Employed within one year of exit ***  | 0                                 | 0  | 0  | 0                              | 0   | 0  |
| Attained a Postsecondary Credential while enrolled or within one year of exit ****  | 0                                 | 0  | 0  | 0                              | 0   | 0  |
| Attained any credential (unduplicated) *****  | 0                                 | 0  | 0  | 0                              | 0   | 0  |

# Student:

## NRS Table 5A

Select Reporting System:

NRS FY 20-21 ▼

Agency:

Clovis Community College

### 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  | 4                                 | 0  | 0  | 4                              | 0   | 0  |
| Employment Fourth Quarter after exit  | 1                                 | 0  | 0  | 1                              | 0   | 0  |
| Median Earnings Second Quarter after exit   | 0                                 | 0  |  | 0                              | 0   |  |
| Attained a Secondary School Diploma/Recognized Equivalent and Enrolled in Postsecondary Education or Training within one year of exit | 0                                 | 0  | 0  | 0                              | 0   | 0  |
| Attained a Secondary School Diploma/Recognized Equivalent and Employed within one year of exit  | 0                                 | 0  | 0  | 0                              | 0   | 0  |
| Attained a Postsecondary Credential while enrolled or within one year of exit   | 0                                 | 0  | 0  | 0                              | 0   | 0  |
| Attained any credential (unduplicated) *****  | 0                                 | 0  | 0  | 0                              | 0   | 0  |



# Student:

NRS Table 6: Participant Status and Program Enrollment

Select Reporting System:

NRS FY 20-21

Agency:

Clovis Community College

| Participant Status on Entry into the Program<br>(A)  | Number<br>(B)      |                        |
|--|--------------------|------------------------|
| Employed   | 127                |                        |
| Employed, but Received Notice of Termination of Employment or Military Separation is pending | 0                  |                        |
| Unemployed   | 114                |                        |
| Not in the Labor Force   | 23                 |                        |
| <b>TOTAL</b>   | <b>264</b>         |                        |
| Highest Degree Level of School Completed*  | US Based Schooling | Non-US Based Schooling |
| No Schooling   | 0                  | 0                      |
| Grades 1-5   | 1                  | 1                      |
| Grades 6-8   | 17                 | 16                     |
| Grades 9-12 (no diploma)   | 166                | 19                     |
| Secondary School Diploma or alternate credential   | 1                  | 2                      |
| Secondary School Equivalent  | 1                  | 2                      |
| Some Postsecondary education, no degree  | 0                  | 6                      |
| Postsecondary or professional degree   | 1                  | 22                     |
| Unknown  | 0                  | 1                      |
| <b>TOTAL (both US Based and Non-US Based)</b>  | <b>256</b>         |                        |
| <b>Program Type**</b>  |                    |                        |
| In Family Literacy Program   | 0                  |                        |
| In Workplace Adult Education and Literacy Activities***                                      | 0                  |                        |
| <b>Institutional Programs (section 225)</b>  |                    |                        |
| In Correctional Facility   | 0                  |                        |
| In Community Correctional Program  | 0                  |                        |
| In Other Institutional Setting   | 0                  |                        |
| <b>TOTAL Institutional</b>   | <b>0</b>           |                        |

# Student:

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

Select Reporting System:

NRS FY 20-21

Agency:

Clovis Community College

| First Period of Participation   |  |   |  | All Periods of Participation   |   |  |
|---|--|---|--|--------------------------------|---|--|
| Primary Indicators of Performance   | Number of Participants Included in the Indicator | Number of Participants Achieving Outcome or Median Earnings Value | Percentage of Participants Achieving Outcome | Total Periods of Participation | Total Number of Periods of Participation in which Participants Achieved Outcome or Median Earnings Value for All Periods of Participation | Percentage of Participants in All Periods of Participation Achieving Outcome |
| (A)   | (B)  | (C)   | (D)  | (E)                            | (F)   | (G)  |
| Measurable Skill Gain   | 0  | 0   | 0  | 0                              | 0   | 0  |
| Employment Second Quarter after exit*   | 0  | 0   | 0  | 0                              | 0   | 0  |
| Employment Fourth Quarter after exit*   | 0  | 0   | 0  | 0                              | 0   | 0  |
| Median Earnings Second Quarter after exit**   | 0  | 0   |  | 0                              | 0   |  |
| Attained a Secondary School Diploma/Recognized Equivalent and Enrolled in Postsecondary Education or Training within one year of exit *** | 0  | 0   | 0  | 0                              | 0   | 0  |
| Attained a Secondary School Diploma/Recognized Equivalent and Employed within one year of exit ***  | 0  | 0   | 0  | 0                              | 0   | 0  |
| Attained a Postsecondary Credential while enrolled or within one year of exit ****  | 0  | 0   | 0  | 0                              | 0   | 0  |
| <b>Family Literacy Follow-up Outcome Measures</b>   | <b>Number of Participants who Exited</b>         | <b>Number of Participants who Exited Achieving Outcome</b>        | <b>Percent Achieving Outcome</b>             |                                |   |  |
| Increased Involvement in Children's Education   | 0  | 0   | 0  |                                |   |  |
| Helped more frequently with school  | 0  | 0   | 0  |                                |   |  |
| Increased contact with children's teachers  |  | 0   |  |                                |   |  |
| More involved in children's school activities   |  | 0   |  |                                |   |  |
| Increased Involvement in Children's Literacy Activities   |  | 0   |  |                                |   |  |
| Reading to children   | 0  | 0   | 0  |                                |   |  |
| Visiting library  |  | 0   |  |                                |   |  |
| Purchasing books or magazines   |  | 0   |  |                                |   |  |
| Left Public Assistance  |  | 0   |  |                                |   |  |

# Student:

NRS Table 9

Select Reporting System:

NRS FY 20-21

Agency:

Clovis Community College

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

| First Period of Participation   |  |   |  | All Periods of Participation   |   |  |
|---|--|---|--|--------------------------------|---|--|
| Primary Indicators of Performance   | Number of Participants Included in the Indicator | Number of Participants Achieving Outcome or Median Earnings Value | Percentage of Participants Achieving Outcome | Total Periods of Participation | Total Number of Periods of Participation in which Participants Achieved Outcome or Median Earnings Value for All Periods of Participation | Percentage of Participants in All Periods of Participation Achieving Outcome |
| (A)   | (B)  | (C)   | (D)  | (E)                            | (F)   | (G)  |
| Measurable Skill Gain   | 0  | 0   | 0  | 0                              | 0   | 0  |
| Employment Second Quarter after exit  | 0  | 0   | 0  | 0                              | 0   | 0  |
| Employment Fourth Quarter after exit  | 0  | 0   | 0  | 0                              | 0   | 0  |
| Median Earnings Second Quarter after exit   | 0  | 0   |  | 0                              | 0   |  |
| Attained a Secondary School Diploma/Recognized Equivalent and Enrolled in Postsecondary Education or Training within one year of exit | 0  | 0   | 0  | 0                              | 0   | 0  |
| Attained a Secondary School Diploma/Recognized Equivalent and Employed within one year of exit  | 0  | 0   | 0  | 0                              | 0   | 0  |
| Attained a Postsecondary Credential while enrolled or within one year of exit   | 0  | 0   | 0  | 0                              | 0   | 0  |
| <b>Civics Education Follow-up Outcome Measures (Optional)</b>   | <b>Number of Participants Who Exited</b>         | <b>Number of Participants Who Exited Achieving Outcome</b>        | <b>Percent Achieving Outcome</b>             |                                |   |  |
| Achieved Citizenship Skills   | 0  | 0   | 0  |                                |   |  |
| Voted or Registered to Vote   | 0  | 0   | 0  |                                |   |  |
| Increased Involvement in Community Activities   | 0  | 0   | 0  |                                |   |  |



# Student:

Table 10: Outcome Achievement for Participants in Correctional Education Programs

Select Reporting System:

NRS FY 20-21 ▼

Agency:

Clovis Community College

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

## Instructions for Completing Table 10

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

Student:

NRS Table 11

Select Reporting System:

NRS FY 20-21 ▼

Agency:

Clovis Community College

Outcome Achievement for Participants in Integrated Education and Training Programs

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

| Primary Indicators of Performance<br>(A)  | Number of Participants Included in the Indicator<br>(B) | Number of Participants Achieving Outcome or Median Earnings Value<br>(C) | Percentage of Participants Achieving Outcome<br>(D) | Total Periods of Participation<br>(E) | Total Number of Periods of Participation in which Participants Achieved Outcome or Median Earnings Value for All Periods of Participation<br>(F) | Percentage of Participants in All Periods of Participation Achieving Outcome<br>(G) |
|---|---|--|---|---------------------------------------|--|---|
| MSG via Achievement of at Least One Educational Functioning Level Gain  | 0   | 0  | 0   | 0                                     | 0  | 0   |
| MSG via Attainment of Secondary School Diploma/ Recognized Equivalent   | 0   | 0  | 0   | 0                                     | 0  | 0   |
| MSG via Secondary or Postsecondary Transcript   | 0   | 0  | 0   | 0                                     | 0  | 0   |
| MSG via Progress Toward Milestones  | 0   | 0  | 0   | 0                                     | 0  | 0   |
| MSG via Passing Technical/ Occupational Skills Exam   | 0   | 0  | 0   | 0                                     | 0  | 0   |
| Employment Second Quarter after exit  | 0   | 0  | 0   | 0                                     | 0  | 0   |
| Employment Fourth Quarter after exit  | 0   | 0  | 0   | 0                                     | 0  | 0   |
| Median Earnings Second Quarter after exit   | 0   | 0  | 0   | 0                                     | 0  | 0   |
| Attained a Secondary School Diploma/Recognized Equivalent and Enrolled in Postsecondary Education or Training within one year of exit | 0   | 0  | 0   | 0                                     | 0  | 0   |
| Attained a Secondary School Diploma/Recognized Equivalent and Employed within one year of exit  | 0   | 0  | 0   | 0                                     | 0  | 0   |
| Attained a Postsecondary Credential while enrolled or within one year of exit   | 0   | 0  | 0   | 0                                     | 0  | 0   |

## Student:

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

Select Reporting System:

NRS FY 20-21

Agency:

Clovis Community College

[illegible]



# Student:

NRS Table 14: Local Grantees by Funding Source

Select Reporting System:

NRS FY 20-21 ▼

Agency:

Clovis Community College

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

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

# New Mexico Workforce Connection

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

EASTERN AREA WORKFORCE DEVELOPMENT BOARD

MEMORANDUM OF UNDERSTANDING

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

## LEGAL AUTHORITY

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

## PURPOSE

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

## VISION

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



## MISSION

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

## ONE STOP PARTNERS AND SERVICES PROVIDED

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

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

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

- Provide access through the one stop delivery system to such programs carried out by the entity;
- Enter into a MOU with the local board relating to the operation of the one stop system that meets the requirements of WIOA §121(c); and
- Participate in the operation of the One Stop Delivery system consistent with the terms of

the MOU, the requirements of WIOA title I, and the requirements of the federal laws authorizing the program or activities.

## CORE PARTNERS

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

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

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

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

## EASTERN AREA WORKFORCE CONNECTION CENTER SERVICES AND LOCATIONS

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

The standard hours of operation for all AJCs within the Eastern area is Monday-Friday 8:00 A.M. to 5:00 P.M. except as otherwise directed by the one stop operator and in agreement with the local community partners. Offices will observe and be closed on all state holidays and during periods of inclement weather will follow the public-school schedule for the community in which the center is located. In special cases offices may be closed due to facility problems or for training purposes. In this event, it will be posted on the door with as much notice to the public as possible.

## CONFIDENTIALITY OF RECORDS

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

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

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

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

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

## DATA SHARING

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

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

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



## REFERRALS

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

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

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

## EMPLOYMENT AND OTHER RELATED BENEFITS

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

## GOVERNING LAW

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

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

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

## AMENDMENTS; WITHDRAWAL; TERMINATION; SUBSTITUTION

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

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

## MODIFICATION PROCESS

1. When a partner wishes to modify the MOU, the Partner must first provide written notification to all signatories of the existing MOU and outline the proposed modification(s).
2. Upon notification, the EAWDB board chair or designee must ensure that discussions and negotiations related to the proposed modification take place with Partners in a timely manner and as appropriate.

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

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

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

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

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

## ASSIGNMENT

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

## SEVERABILITY

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

## CONFLICTS OF INTEREST

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

## DISPUTE RESOLUTION

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

## MOU RECORDKEEPING AND ADMINISTRATIVE TASKS

The EAWDB shall be responsible for maintaining the original, copies of this MOU, the Exhibits, and any amendments thereto. EAWDB shall be responsible for maintaining the EAWDB website



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

## FINANCIAL OBLIGATIONS

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

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

## PERIODIC REVIEW

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

## ONE STOP OPERATOR

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

The EAWDB is the Operator for the Eastern Area and as such has hired designated personnel to fulfill this function. The Operator for the area will ensure that the NMWCC job centers provide accessible, seamless, customer-driven services to job seekers, employers and other stakeholders in a professional, courteous, timely and efficient manner. Major components of the work involve engaging and expanding the network of partners participating in the system, leading efforts to improve customer outcomes and customer satisfaction by enhancing, coordinating and integrating service delivery within the local area; and assisting with the development of innovative strategies and technologies to assist in improving the public workforce system in the local area, while ensuring such developments are not of duplicative of existing technologies and resources.

## KEY TASKS AND RESPONSIBILITIES OF THE OPERATOR

### Partner Collaboration and Coordination

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

### One-stop Operations

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

### Cross Training and Professional Development

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

### Outreach and Promotion

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

### Data Analytics

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

### Compliance and Certification

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

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

## SITE MANAGERS

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

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

## GOVERNANCE

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

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

## NMWCC ROLES AND RESPONSIBILITIES

The Job Center Network is comprised of groups of partner programs working seamlessly and collaboratively to establish system of service delivery that best meets customer needs and leverages staff resources to provide those services in the most efficient and effective manner possible.

Each NMWCC Center in the east has at a minimum Title 1 adult, dislocated worker and youth services co-located with the Wagner Peyser Career and employment services. As such each NMWCC center will provide access to these services:

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



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

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

|  |  |   |
|--|--|---|
|  | placement assistance   |   |
| 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:<br>Summer employment opportunities and other employment opportunities available throughout the school year, pre-apprenticeship programs, internships and job shadowing, and on-the-job training opportunities.   | Occupational skill training, which shall include priority consideration for training programs that lead to recognized postsecondary credentials that are aligned with in-demand industry sectors or occupations in the local area involved. |
| Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster.  | Leadership development opportunities, which may include community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors, as appropriate.  |
| Supportive services.   | Adult mentoring for the period of participation and a subsequent period, for a total of not less than 12 months.  |
| Follow-up services for not less than 12 months after the completion of participation, as appropriate.  | Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral, as appropriate.  |
| Financial literacy education.  | Entrepreneurial skills training.  |
| Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration services.   | Activities that help youth prepare for and transition to postsecondary education and training.  |

## PARTNER ROLES AND RESPONSIBILITIES

All parties to this MOU agree to comply with:

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

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

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

- Effective communication and information sharing within the system and its partners,
- Joint planning and development of system design processes and the respective policy needs,
- Working with partners to unify the assessment, referral and collaborative case management processes as reasonable,
- Active involvement in joint planning, policy development and system design processes,

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

## CHIEF ELECTED OFFICIALS

The CEOs of the eastern area will:

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

## EASTERN AREA WORKFORCE DEVELOPMENT BOARD

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

- In partnership with the CEOs and other applicable partners within the local area, develop and submit a Local Plan that includes a description of the activities that shall be undertaken by the local board and its partners, and that aligns its strategic vision, goals, objectives, and workforce-related policies to the regional economy,
- In partnership with the CEOs and other applicable partners within the region, develop strategic regional vision, goals, objectives, and workforce-related policies,
- In cooperation with the local CEOs, design and approve the NMWCC system structure. This includes, but is not limited to:
  1. Adequate, sufficient, and accessible one-stop center locations and facilities,
  2. A holistic system of supporting services, and
  3. A competitively procured One-Stop Operator.
- In collaboration with the CEO, designate through a competitive process, oversee, monitor, implement corrective action, and, if applicable, terminate the One-Stop



Operator.

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

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

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

## TERMINATION

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

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

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

## EFFECTIVE PERIOD

This MOU will become effective as of the date of signing by the signatory and will terminate on June 30, 2022, unless any of the reasons in the Termination section above apply.

## AUTHORIZATION

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

## PARTNER SERVICES EXHIBITS

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

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

## EXHIBIT B – TRADE ADJUSTMENT ASSISTANCE ACTIVITIES

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

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

## EXHIBIT C – RAPID RESPONSE ACTIVITIES

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



## EXHIBIT D – UNEMPLOYMENT COMPENSATION PROGRAM

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

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

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

## EXHIBIT E – TITLE I - ADULT, DISLOCATED WORKER AND YOUTH SERVICES

Title I of the workforce development act authorizes job training and related services to unemployed or underemployed individuals. This includes workforce preparation activities, occupational skills training, customized training, incumbent worker training and on the job training. To ensure the best possible training outcomes Title I also authorizes supportive services to allow individuals to participate in training or job-related activities and allows for follow up services to be provided after completion of training and placement.

Title I will work with partners to assist with recruiting and referral for services and to provide Title I services to eligible appropriate individuals in enrolled in partner programs and services.

## EXHIBIT F – VOCATIONAL REHABILITATION SERVICES

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

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

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

## EXHIBIT G – ADULT EDUCATION AND LITERACY

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

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

The AEL will refer individuals in need of support services to the WIOA Title I program and work collaboratively with the program for case management and service delivery for co-enrolled customers.



## EXHIBIT H – SENIOR COMMUNITY SERVICE EMPLOYMENT PROGRAM (SCSEP)

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

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

## EXHIBIT I – TEMPORARY ASSISTANCE TO NEEDY FAMILIES (TANF)

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

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

## EXHIBIT J – CARL PERKINS CAREER AND TECHNICAL EDUCATION PROGRAM

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

## EXHIBIT K – JOB CORPS

### ROSWELL JOB CORPS CENTER (CENTER)

Agreement made by the Roswell Job Corps Center (575-347-7400) ([Kite.Lana@jobcorps.org](mailto:Kite.Lana@jobcorps.org)), hereinafter known as the Center and the Eastern Area Workforce Development Board (575-208-2157) (eawdb.org), hereinafter known as EAWDB

#### WITNESSETH:

**WHEREAS**, Roswell Job Corps Center is an education and career-training program administered by the U. S. Department of Labor that helps eligible young people ages 16-24 improve the quality of their lives by empowering them to get great jobs and become independent. It also develops strategic partnerships with local and national employers and community service organizations.

**WHEREAS**, the Center's program is primarily residential. Participants in the program are provided room and board while they work towards learning a trade, which can last up to two (2) years. The program also helps students complete their high school education, if needed, and gain employment. The Center also provides career counseling and helps students transition into careers when they leave the Center. The Center also offers a program for students in the local area to live off Center and participate fully in the program. These students are called non-residents.

**WHEREAS**, benefits of a WIOA Youth program and Center partnership include but are not limited to: helping to maximize the level of services provided to youth in a local community; and producing efficiencies or impact that neither program could produce on their own.

**WHEREAS**, the parties desire to set forth in writing, as specified in the Department of Labor Policy Requirements Handbook (PRH), the agreement reached between them concerning assistance to be rendered.

**NOW THEREFORE**, the partnership between the Center and EAWDB:

1. There will be specific opportunities for youth co-enrolled with the Title I youth and/or the adult program.
2. The partnership will provide opportunities for additional case management and career coaching services beyond those provided by the Center.



3. Referrals to the center from the workforce connection center for potentially eligible youth.
4. The partnership will promote information sharing between programs to maximize impact and leverage resources to align system partners services with the youth in the community where the Center resides as well as in the community to which the student returns.
5. In this partnership, the EAWDB youth program will work collaboratively to co-enroll youth with the Title I program as determined appropriate by both programs. The Title I Youth program and the Center will work collaboratively on:
  - a. Case management and career coaching to include alignment of employment plans;
  - b. Sharing eligibility and barrier information with all proper releases signed;
  - c. Establishing a regular meeting schedule to discuss progress on career goals and employment plans;
  - d. Work Experience placement Opportunities;
  - e. Transition planning from active to graduate students;
  - f. Contacting youth for follow up and post exit services including supportive services; and
  - g. Sharing program performance information and documentation.
6. The Center will refer youth to the Title I Youth program for eligibility screening and enrollment of eligible youth that demonstrate a commitment to meeting program requirements and goals.
7. The Center will establish a Center contact person for collaboration of service delivery to youth, e.g. youth's career technical instructor, career counselor, staff mentor, etc.
8. The Workforce Connection Centers (WCCs), in coordination with the Center, will assist youth to register in the Workforce Connection Online System; assist completing Center students that are preparing to exit the program and connecting them to a career coach in their home community for placement or continuing career services. WCCs will also work with the Center to identify targeted populations for referral to the Job Corps program.
9. Through co-enrollment, Center students will have access to:
  - a. Additional career planning and preparation;
  - b. Supportive services such as transportation and childcare during times they are participating in program services;
  - c. Incentives for completion of training milestones such as attainment of HSE;
  - d. Workshops and training on work skills such as interviewing, resume preparation, workplace ethics;
  - e. Leadership opportunities;
  - f. Work experience;
  - g. Services such as resume development, interviewing skills, career exploration and financial literacy training,
  - h. Transition assistance including preparation for entry into post-secondary;
  - i. Access to apprenticeship opportunities available in the local area;
  - j. Possible co-enrollment with the adult program for training assistance; and
  - k. Additional case management services.

10. Board staff and the One Stop Operator will work with the Center to identify further opportunities to partner to expand career offerings and opportunities to Center students.
11. The co-enrollment process for Title I youth and the Center will begin with local non-resident students and may be expanded to include resident students as well as students from other communities within the Eastern area.

## EXHIBIT L -MESCALERO APACHE RESERVATION

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

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

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Judith Cooper, Chair  
EAWDB

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Date



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Bill McCamley, Secretary  
Secretary, NM DWS

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Date

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Dr. D Ryan Carstens, President  
Eastern New Mexico University Ruidoso

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Date

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Dr. Charles Nwankwo, President  
Clovis Community College

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Date

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New Mexico Corrections Dept.

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Date



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Dr. Shawn Powell, President  
Eastern New Mexico University, Roswell

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Date

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Lana Kite, Center Director  
Roswell Job Corps Center

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Date

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Adrian Apodaca, Deputy Director  
NM Division of Vocational Rehabilitation

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Date

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Mary Best, CEO  
Goodwill Industries of NM

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Date

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Dr. Andrew Nwanne, Interim President  
New Mexico State University-Carlsbad

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Date



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Dr. Kelvin W. Sharp, President  
New Mexico Junior College Hobbs

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Date

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Ms. Natalie Gillard, Interim President  
Mesalands Community College

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Date

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Amanda Hammer, VP of Business & Auxiliary  
Mesalands Community College

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Date

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David R. Scrase, Secretary  
Human Services Department

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Date

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

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Date

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Angelita Burma  
Mescalero Apache Reservation

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Date



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Mayor Marilyn Burns  
EAWDB Lead CEO

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Date

## EASTERN AREA WORKFORCE DEVELOPMENT BOARD

## CONTRACT COVER SHEET

|   |  |  |
|---|--|--|
| Contract No.  | Modification No.   | Expiration: June 30, 2021  |
| <p>This Agreement is made and entered into by the Eastern Area Workforce Development Board (EAWDB), hereinafter referred to as the RECIPIENT and <b>Clovis Community College</b> hereinafter referred to as the SUBRECIPIENT/PROVIDER. The Subrecipient/provider agrees to operate a job-training program in the counties identified below in the State of New Mexico pursuant to the provisions of the Workforce Innovation and Opportunity Act (WIOA), and in accordance with the provisions of this Agreement. Subrecipient/Provider agrees to track any and all expenses related to this contract separately and will report said expenses separately on the monthly request for reimbursement.</p> |  |  |
| <b>PROVIDER SERVICE LOCATION</b><br><br>NAME: Clovis Community College<br>ADDRESS: 417 Schepps Blvd.<br>CITY/STATE: Clovis, NM 88101  |  | <b>PROVIDER'S POINT OF CONTACT</b><br><br>NAME: Emily Glikas<br>PHONE: 575-769-4109<br>FAX:<br>E-MAIL: GlikasE@clovis.edu  |
| TYPE OF CONTRACT & PROPOSED NUMBER SERVED:<br>TYPE: ENTREPRENEURIAL TRAINING<br>NUMBER PROPOSED TO SERVE: <u>40</u>   |  | TYPE OF CONTRACT: (Check 1)<br><input checked="" type="checkbox"/> New Contract<br><input type="checkbox"/> Modification<br><input type="checkbox"/> Other (Specify) |
| County/Countries To Be Served Under This Agreement: Curry, Roosevelt, Quay  |  |  |
| <b>AMOUNT OF CONTRACT</b>   |  |  |
| Administrative: 0   | PROGRAM: \$7,950   | TOTAL: \$7,950   |
| <b>CONTRACT MODIFICATION AMOUNT</b><br>(Must be accompanied by Intent Sheet and new budget pages if applicable)   |  |  |
| ADMINISTRATION:   | PROGRAM:   | TOTAL CONTRACT (inc. mod):   |
| Date Signed by Provider:<br>8/11/2020   | Signature of CCC Representative:<br> |  |
| Name & Title of Provider: Dr. Charles Nwankwo, President  |  |  |
| Date Signed by EAWDB:   | Signature of EAWDB Representative:   |  |
| Name & Title of EAWDB Representative: Judith Cooper, Chair  |  |  |

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# **EASTERN AREA WORKFORCE DEVELOPMENT BOARD**

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*A Proud Partner of the American Job Center Network*

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Workforce Innovation and Opportunities Act

Entrepreneurial Training Project

## Scope of Work

The Workforce Innovation and Opportunity Act (WIOA) provides for and encourages entrepreneurial training for youth, adults and dislocated workers. In fact, access to entrepreneurial training is one of the required program elements for WIOA youth program design. Employer panels that participated in a project that placed individuals in entrepreneurship training that included training in the “Entrepreneurial Mindset” and then placed them in employment stated that the individuals made better employees. The training resulted in higher levels of problem solving, critical thinking and employees that had a more “Big Picture” focus within the organization.

The COVID 19 pandemic and its economic impacts, which are not yet fully realized, make the economic recovery of development small business in rural communities even more critical. With many workers experiencing unemployment there is an unprecedented opportunity to upskill the workforce. WIOA section 681.560 states:

Entrepreneurial skills training provides the basics of starting and operating a small business.

(a) Such training must develop the skills associated with entrepreneurship. Such skills may include, but are not limited to, the ability to:

1. Take initiative;
2. Creatively seek out and identify business opportunities;
3. Develop budgets and forecast resource needs;
4. Understand various options for acquiring capital and the trade-offs associated with each option;  
and
5. Communicate effectively and market oneself and one’s ideas.

All of the workplace skills defined above represent a combination of soft and hard skills that provide opportunities for employment retention, upward growth and earnings potential on the individual’s career ladder as well as the knowledge and skills needed to successfully start their own business. The development of these skills is considered by the EAWDB to be an important component to COVID recovery. Employers that hire successful completers will gain employees with valuable skills and individuals that eventually go on to start their own business will contribute to economic recovery, diversity and stability in the area.

The Eastern Area Workforce Development Board (EAWDB) has identified a cloud-based entrepreneurial training platform provided by Startup Generation, to offer to customers of the workforce development system. The training model places an emphasis on building basic and workplace skills utilizing team focused project-based learning. The curriculum provider also offers assistance to training programs through mentorship of trainees, help building employer networks to support trainees during the training process and providing opportunities for competitive selection of projects for scholarship awards. The EAWDB would like to offer this as a pilot project



for Title I youth, adults and Dislocated Workers (DWs). For the youth program the training fulfills the requirement to offer entrepreneurial training opportunities. Within the adult/DW program the skills learned represent very strong workforce preparation activities that employers consistently state is lacking in the majority of the workforce. It is anticipated that the project would operate for one year with the potential to extend to a second-year contingent upon funding and outcomes.

The EAWDB will contract with Title II adult education programs operated by the community colleges to:

- a. Identify individuals within the Title II program that are interested in entrepreneurial training and refer them for Title I eligibility screening;
- b. Identify a minimum of two instructors to receive intensive three-day submersion training in the curriculum delivery from the curriculum provider (this can be performed virtually);
- c. Either directly or through the community college structure, provide oversight to those instructors;
- d. Refer interested individuals to the Title I program at the local workforce connection center;
- e. Assist with the attainment of eligibility documentation and necessary signatures;
- f. Collaborate with Title I career coaches for progress and performance tracking and documentation;
- g. Share information on trainees within the program including customer feedback;
- h. Coordinate with the Title I program to identify customer support needs have been and are being addressed by the Title I or Title II programs;
- i. Maintain record keeping in accordance with the Title II program and federal record retention requirements;
- j. Assist with outreach and recruiting for interested eligible individuals;
- k. Provide necessary training materials and supplies to trainees;
- l. Maintain inventory and tracking on any electronic equipment issued to trainees. Electronic equipment must be signed for and agreed to return to the institution upon completion but must also include software that renders it unusable in the event it is not returned.

The EAWDB will:

- a. Maintain the subscription license with the curriculum provider during the course of the pilot project;
- b. Assist with outreach and recruiting efforts in the local communities;
- c. Pay for the contracted services on either monthly or quarterly billing reimbursements (monthly preferred);
- d. Assist with performance and data reporting for Title I eligible individuals;
- e. Reimburse for the costs of related instruction, supplies and equipment for Title I eligible trainees;
- f. Reimburse equipment costs for participants as needed (upon successful completion of the program participants can retain the equipment);



- g. Monitor the program through regular meetings and feedback as well as ensuring adequate documentation of trainee eligibility and progress within the training program;
- h. Reimburse for cost of training instructors;
- i. Reimburse for costs associated with instruction e.g. teacher salaries, benefits and materials;
- j. Through its Title I service provider, provide career coaching and case management and be the primary source for federal reporting of Title I performance; and
- k. Work with the operator, Title I and service providers to assist with coordination and alignment with the Small Business Development Centers (SBDCs) to align program services with their programs and minimize duplication.

The Title I program will:

- a. Refer interested individuals to the AEL programs for screening and intake as appropriate;
- b. Certify eligibility of Title I participants;
- c. Maintain participant files as required by WIOA;
- d. Share performance tracking and follow up information with the Title II program for partner performance reporting;
- e. Provide case management services to enrolled individuals;
- f. Coordinate with the AEL programs to assist individuals with career planning;
- g. The curriculum pricing is based on a per-seat cost and the Title II program may offer the program to non-Title I customers and training institution will be billed back for those costs.

## GENERAL TERMS & CONDITIONS

### DEFINITIONS

This agreement is used to describe a legal binding contractual relationship between the Eastern Area Workforce Development Board (EAWDB) and any of their respective subrecipients.

Definitions of other applicable WIOA terms in the Agreement are found primarily in the Workforce Innovation and Opportunities Act (WIOA) Federal Rules and Regulations, SAE Rules and State Technical Assistance Guides (STAGs), OMB circulars, the State Procurement Code and Eastern Area Workforce Development Board Policies and or/Guidance Letters.

**ACT (WIOA):** The Workforce Innovation and Opportunities Act of 2014 and activities thereunder.

**CONTRACT:** Any agreement for the procurement of items of tangible personal property that meets the requirements of the WIOA, applicable OMB circulars and the State Procurement Code.

**FEDERAL REGULATIONS:** The Code of Federal Regulations as published by the USDOL.

**FUNDING AUTHORITY:** The Eastern Area Workforce Development Board (EAWDB) has the authority to fund WIOA programs and enter into contracts and agreements in accordance with the Act, the federal regulations and applicable state rules.

**RULES:** State level policies promulgated to provide policy guidance on WIOA activities and program functions

**LOCAL BOARD:** The term "local board" means the Eastern Area Workforce Development Board (EAWDB), a local workforce investment board established under the Act.

**SAE:** Means the State Administrative Entity. This is the entity designated by the Governor to provide oversight and technical assistance on WIOA funded activities and programs conducted by the state and local workforce boards. This entity is currently the NM Department of Workforce Solutions.

**STATE TECHNICAL ASSISTANCE GUIDES (STAGs):** Informational notices and materials disseminated by the SAE that pertain to the administration and operation of WIOA activities and programs. STAGs provide guidance and information relevant to WIOA programs only and do not create state rule or policy.

**SUBGRANT:** A procurement instrument which consists of a legally binding agreement between a WIOA funding recipient/subrecipient and a WIOA fund-granting authority providing federal funds to an eligible recipient/subrecipient to conduct WIOA program activities or provide services as specified therein.

**SUBRECIPIENT:** Any recipient of WIOA funds from the governor via the Eastern Area Workforce Development Board to carry out any part of the substantive programmatic work of the WIOA as described in the WIOA State Plan, EAWDB Plan, or other plan or authorization for which funding is provided to a subrecipient.

#### **LEGAL AUTHORITY**

- (a) The Eastern Area Workforce Development Board possesses the legal authority to enter into this agreement with the subrecipient, to contract or grant funds authorized by this agreement, and to oversee the services which the subrecipient has obligated itself to perform pursuant to this Agreement.
- (b) The authorized signatory official(s) signing and executing this Agreement on behalf of the subrecipient do hereby warrant and guarantee that they have been fully authorized by the subrecipient to execute this Agreement and agree to all the terms, conditions, performance requirements and other provisions set forth herein.
- (c) The subrecipient shall adhere to Eastern Area Workforce Development Board policy direction, operational guidelines, reporting/forms requirements, etc., relating to programmatic and procedural requirements including administrative, fiscal, performance and other functions identified in the subgrant. Policy and informational materials shall be provided via the SAE Rules and STAGs developed by the SAE through its Policy/Program Guidelines Development System and any amendments thereto, and/or established policies, procedures and/or Guidance Letters of the Eastern Area Workforce Development Board.

#### **MODIFICATION/REVISIONS**

- (a) Contract/subgrant modification consists of any written alteration in the provisions of a contract accomplished by mutual action of the parties to the contract or subgrant.
- (b) Changes or amendments to a subgrant shall be made in accordance with policies, rules and guidelines promulgated by the SAE and/or the Eastern Area Workforce Development Board as applicable and referred to in this agreement.

#### **TERMINATION AGREEMENT**

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**Phone: 575-208-2157**



- (a) **Termination for Cause:** The Eastern Area Workforce Development Board reserves the right to terminate this agreement for noncompliance with any of the terms/provisions of the agreement, for unsatisfactory performance (as determined by the EAWDB) or for violation of applicable laws, regulation or policy. In the event of noncompliance, in whole or in part, with any of the subgrant terms and provisions, the subrecipient shall be notified in writing by the EAWDB of the nature of non-compliance. The subrecipient shall have thirty (30) calendar days to respond with a written response to include identification of the problem/issue, corrective action measures to be taken, and the time period for problems/issues to be addressed.

Failure to respond within the 30-day period may result in unilateral termination of this subgrant agreement by the EAWDB not more than thirty (30) days after the subrecipient has been notified in writing. The subrecipient shall be liable for any costs obligated or incurred prior to the effective date of termination.

The Eastern Area Workforce Development Board reserves the right to terminate this Agreement immediately, without notice, in the event of gross mismanagement or misuse of funds by the subrecipient. Upon such termination, the Eastern Area Workforce Development Board shall deduct the amount owing to the subrecipient under this clause:

- (1) All unliquidated advances or other payments on accounts previously made to the subrecipient and applicable to the termination portion of this agreement; and
- (2) Any claim which the Eastern Area Workforce Development Board may have against the subrecipient in connection with agreement.

If the termination is partial, prior to the settlement of the termination portion of this Agreement, the subrecipient may file a request in writing to the Eastern Area Workforce Development Board for an equitable adjustment of the price(s) specified in the agreement relating to the continued portion of the Agreement. In an alleged case of fraud or related unlawful activities, the Eastern Area Workforce Development Board reserves the right to seize bank accounts containing WIOA funds until such time as the matter is resolved to the satisfaction of Eastern Area Workforce Development Board.

The Eastern Area Workforce Development Board will immediately report any apparent misuse of funds or unlawful activity by any of its subrecipients or service providers to the SAE. Upon termination of this Agreement for any reason, the subrecipient shall return to the EAWDB, within thirty (30) days after receipt of a written request, any property furnished to the subrecipient by the Eastern Area Workforce Development Board and all records (paper and electronic) pertaining to this agreement.

The subrecipient shall return such property and records in the manner prescribed by the Eastern Area Workforce Development Board. Between the date of termination of the Agreement until such specified return date, the subrecipient shall protect such property and records from damage, loss or destruction.

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**Phone: 575-208-2157**

- (b) **Availability of Funds:** It is understood and agreed to by the subrecipient that the availability of funds obligated under this Agreement is contingent upon the availability of Federal/State or other funding. The EAWDB shall not be held liable for continued funding of this Agreement where Federal/State funds are diminished, discontinued or otherwise not available.

#### **DISPUTES, APPEALS AND LEGAL REMEDIES**

Contractual and programmatic requirements imposed by the Act, the Regulations, and applicable State/local laws cannot be waived or disposed of by the EAWDB.

- a. Any dispute between the Eastern Area Workforce Development Board and the subrecipient concerning the terms and provisions of this agreement which constitutes a question of fact and which is not disposed of by mutual agreement shall be decided as follows:  
Disputes between subrecipient and the EAWDB shall be decided by the EAWDB unless the subrecipient appeals the decision in writing within thirty (30) days from the date of the decision to the EAWDB. The EAWDB shall then make an appropriate determination and notify the respective parties in writing within fourteen (14) calendar days. The decision of the EAWDB shall be final unless reversed by a court of law.
- b. The subrecipient shall notify the EAWDB of any legal action or suits filed against it and any other parties (subcontractors, vendors, etc.) involved under this agreement.

#### **OTHER STIPULATIONS GOVERNING THIS AGREEMENT**

- a. All powers not clearly expressed, vested in the contract/subgrant by the terms of this agreement, remain with the Eastern Area Workforce Development Board.
- b. The Eastern Area Workforce Development Board has no obligation to any party other than the subrecipient.
- c. Employees of the subrecipient and participants enrolled in programs or who are being provided services pursuant to this Agreement shall not be considered employees of the State or of the Eastern Area Workforce Development Board.
- d. The United States Department of Labor (USDOL) nor the New Mexico Department of Workforce Solutions (NMDWS) is not a party to this agreement.
- e. The Eastern Area Workforce Development Board shall provide technical assistance to the subrecipient as necessary on subgrant activities, terms, requirements and areas of program deficiencies as appropriate to ensure regulatory compliance and program performance. The subrecipient may request technical assistance in writing from the Eastern Area Workforce

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Development Board as appropriate.

- f. The service provider's Contract Manager is required to be a standing member of the committee as assigned by the board. As such, they will be required to attend all board meetings or send a designee, provide reports and updates as directed and act in an advisory capacity to the committee as appropriate. This individual will have a non-voting status on the committee.



## **PREVENTION OF FRAUD**

## **AND ABUSE**

Fraud under this part refers to the intentional misrepresentation or distortion of factual data or other information in order to obtain an illicit benefit and/or to attempt to conceal such illegal activity. Abuse under this part, refers to the intentional misuse of program funds and services.

- a. The subrecipient shall establish, maintain, and use internal management procedures for activities funded in whole or in part under this Agreement.
- b. In addition to the requirements imposed elsewhere in this Agreement, the subrecipient shall insure that sufficient, auditable and otherwise adequate records be maintained to support the expenditures of all funds received through this Agreement. Such records shall be sufficient to allow the SAE and the Eastern Area Workforce Development Board to audit and monitor the subrecipient, and shall include the maintenance of financial and participant data systems in accordance with WIOA and applicable Federal Regulations attendant to procurement, audit record keeping, reporting and related requirements.
- c. The subrecipient shall establish control systems sufficient to insure compliance with the Act, Federal Regulations, applicable state and local laws, SAE Rules and applicable EAWDB policies and/or Guidance Letters (and any changes thereto) pertaining to financial and participant records management, procurement and/or reporting requirements.
- d. The Eastern Area Workforce Development Board shall periodically monitor subrecipient activities funded under this agreement. Monitoring activities may include management data and on-site reviews of all program activities. The Eastern Area Workforce Development Board reserves the right to access and review all pertinent records/data, observe program activities, interview subrecipient staff, interview program participants, review training and worksites, and conduct related monitoring functions to ensure compliance with all subgrant provisions and program requirements.
- e. The subrecipient shall notify the Eastern Area Workforce Development Board in writing of any suspected fraud, abuse and/or misapplication of WIOA funds upon discovery of such.

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**Phone: 575-208-2157**

## CONFLICT OF INTEREST

For the purpose of this part, a conflict of interest refers to the act of an individual person (employed through WIOA funds or serving on a WIOA board/council) exercising personal pecuniary interest into decisions relating to policy, agreements, contracts, or subgrants in which that individual, a business associate, family member or other personal acquaintance will personally or financially benefit or which has the appearance or perception of a conflict of interest.

- a. The subrecipient shall assure that organizational conflict of interest and/or the appearance of a conflict of interest shall not occur in awarding financial assistance and in the conduct of any procurement activities under this Agreement.
- b. Employees of the subrecipient, members of the subrecipient governing board or body, or any person exercising any function or responsibility in the review or approval of the implementation or carrying out of this Agreement, shall not participate in any decision relating to the Agreement which affects their personal pecuniary interest. Violation of this provision shall be cause for termination of this Agreement.
- c. The subrecipient shall assure that funds received under this Agreement shall not be used for hiring/paying any non-governmental individual, institution or organization to conduct an evaluation of any program under this Agreement if such individual, institution or organization is associated with that program as a consultant or technical advisor.
- d. The subrecipient agrees that none of its employees or officers have an interest and shall not acquire any interest, direct or indirect, that might conflict in any manner or degree with the performance of any activities/functions required under this Agreement. The subrecipient further agrees that in such performance under this agreement, no person having such interest shall be employed. The subrecipient shall establish safeguards to prevent its staff members, subcontractors, or employees from using their positions for purposes that appear to be motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties. The subrecipient shall assure all its staff and other subrecipients/contractors comply with this section.



## **NEPOTISM**

For the purpose of this agreement, nepotism refers to the bestowing of special favors or showing of favoritism to a relative (wife, father, husband, mother, son, daughter, grandparents, grandchildren, brother, sister, aunt, uncle, niece, nephew, step-child and/or in-laws) by providing benefits or giving an appointive position on the basis of such relationship.

The subrecipient assures that it will adhere to applicable policies and rules prohibiting nepotism or appearance of nepotism in the awarding of WIOA funds and in its subgranting or contracting practices.

## **CHILD LABOR**

The subrecipient shall comply with applicable Federal, State and local Child Labor Laws. Non-compliance with applicable Child Labor requirements shall be grounds for termination of this Agreement.

## **KICKBACKS**

Officials, employees, or agents of the subrecipient are prohibited from soliciting or accepting gratuities, favors or anything of monetary value from any actual or potential recipient or supplier. Non-compliance with this clause shall be grounds for termination of this Agreement.

The State Procurement Code, Sections 13.1.28 through 13.1.99 NMSA 1978 imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

## **POLITICAL ACTIVITY**

The subrecipient shall comply with all prohibitions on political activity as specified under 5 USC 15 (referred to as the Hatch Act) and any applicable Eastern Area Workforce Development Board policies. The practice of selecting or advancing employees as a reward for political service or patronage, or advancing/selecting in employment based on a person's political affiliation or beliefs is discriminatory and is prohibited. This prohibition also applies to the selection and referral of WIOA applicants and participants for employment and training activities or services. This prohibition is extended but not limited to the following situations:

- a. Participant or employee participation in partisan or nonpartisan political activities during work hours;
- b. Participant or employee participation in partisan or nonpartisan political activities in which such participant or employee represents himself/herself as a spokesperson for a WIOA program;
- c. Employing or out-stationing participant(s) in offices of political officials including the offices of Congresspersons, state legislators, legislative committees or staffs for the purpose of conducting political activities including campaigning on behalf of such officials;
- d. Employing or out-stationing participant(s) in offices of any elected executive offices, chief elected officers, or officers of a state or unit of general local government, for the purpose of conducting political activities including campaigning on behalf of such official;
- e. Officers, council members or personnel employed in the administration of a WIOA funded program shall not engage, in any manner, in the conduct of any political activities prohibited under the Hatch Act, nor shall WIOA funds be used for such purposes;
- f. Funds provided under this agreement shall not be used to attempt to influence in any manner, a member of Congress to favor or oppose any legislation or appropriation by Congress or for lobbying with a state or local legislature. The subrecipient must provide to the EAWDB a Lobbying Disclosure Certification; and
- g. Non-compliance with these provisions shall be grounds for termination of this contract/subgrant.

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## **UNIONIZATION/ANTI-UNIONIZATION ACTIVITIES**

The subrecipient is prohibited from any promotion of, or involvement in, unionization or anti-unionization activities. Specifically:

- a. Funds administered under this Agreement may not be used in any way to either promote or oppose unionization;
- b. Individuals will not be required to join/become members of a union as a condition for enrollment in a program funded under this Agreement; and
- c. Participants may not be placed or remain working in any position affected in labor disputes involving a work stoppage.

## **CRIMINAL PROVISION**

This provision pertains to the theft, embezzlement from WIOA funds, improper inducement and obstruction of investigations. The subrecipient shall be aware of and held accountable for complying with the criminal provisions of Section 665 of Title 18 USC as amended, and any applicable state statutes. Violations of this provision constitute grounds for termination of this Agreement.

## **MAINTENANCE OF EFFORT**

The subrecipient assures that participants under this Agreement will not be employed in any job opening when any other individual is on layoff from the same or any substantially equivalent job, or when the employer has terminated the employment of any regular employee or otherwise reduced its workforce with intention of filling the vacancy so created by hiring a participant whose wages are subsidized under this agreement.

## **FEES/CHARGES TO PARTICIPANTS**

The subrecipient assures that no charges or fees will be assessed to participants as a condition of their enrollment into WIOA programs, or for receipt of services provided under this agreement, unless provided for in this agreement and the assessment of such fees are in accordance with WIOA regulations.

## **HOLD HARMLESS PROVISION**

The Eastern Area Workforce Development Board and its officers, agents and employees are held "harmless" against any and all claims, losses, or expenditures of any kind including court costs and expenses, occurring/resulting from suits/damages of any character resulting from injuries and/or damages sustained by any person/persons, firm, corporation, or property by virtue of this agreement.

The subrecipient shall during the term of this agreement, identify and hold harmless the recipient, officers, agents or employees against any and all claims, losses, liabilities, or expenditures of any kind including court costs and expenses, accruing or resulting from any suits or damages of any character resulting from injuries or damages sustained by any person or persons, firm, corporation, or property, by virtue of the performance of this agreement.

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## **BONDING REQUIREMENTS**

The subrecipient shall obtain sufficient insurance/surety coverage to cover financial losses.

The subrecipient shall ensure that every officer, director, agent or employee authorized to act on its behalf in receiving or depositing funds into program accounts, or issuing financial documents, checks, other instruments of payment for program costs, shall be bonded to prove protection against loss. The amount of coverage shall be \$100,000 or to the amount required by applicable law. A copy of the bond premium or policy shall be provided to the Eastern Area Workforce Development Board Administrative Entity and attached to this agreement.

## **INSURANCE:**

The Eastern Area Workforce Development Board assumes no liability with respect to bodily injury, illness or any activities undertaken in this Agreement, concerning persons or property in the subrecipient's organization or third party. The subrecipient shall insure or otherwise protect itself with respect to bodily injury, illness or any other damages or losses with respect to any claims arising out of any activities undertaken under this Agreement.

If motor vehicles are used in conducting activities under this Agreement, the subrecipient shall ensure that it is protected, and that the Eastern Area Workforce Development Board is held harmless against claims arising from the ownership, maintenance, use of motor vehicles, covering bodily injury and property damage. The subrecipient shall secure liability insurance through a commercial insurance policy at minimum coverage rates of \$100,000 per person, \$300,000 per accident for bodily injury and \$25,000 per accident for property damage, or to the amount required by applicable law.

The subrecipient shall further assure that all Eastern Area Workforce Development Board property held by, in possession of, or assigned to the subrecipient is protected from loss, damage, or destruction by any means. The subrecipient shall secure insurance coverage through a commercial insurance policy at rates to cover the value of such property or any loss thereto.

The Eastern Area Workforce Development Board retains the right to recover from the subrecipient any payments made to it by an insurer as a result of any claim filed due to loss or damage to Eastern Area Workforce Development Board property. The Eastern Area Workforce Development Board also retains the right to recover any such property regardless of receipt of payment to cover any loss or damage.

Copies of auto and other required liability insurance shall be included as attachments to all financial agreements.

## **COMPLIANCE WITH THE WIOA AND REGULATIONS**

- a. The subrecipient shall comply with requirements of the Workforce Innovation and Opportunities Act, and any amendments thereto, with the Regulations promulgated thereunder, and to the extent consistent with the WIOA and attendant regulations, ensure compliance with applicable state rules, local policies and collective bargaining agreements.
- b. The subrecipient shall provide its services in such a manner as to comply with the terms of this agreement and to prevent breach of this agreement.

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## **REPORTING REQUIREMENTS**

- a. The subrecipient assures it will adhere to SAE procedures regarding the WIOA participant reporting requirements required by the Eastern Area Workforce Development Board.
- b. Late and/or inaccurate reporting by the subrecipient shall constitute noncompliance with the terms of this agreement and shall be cause for the Eastern Area Workforce Development Board to require corrective action as outlined in this agreement.

## **ASSIGNING INTEREST**

The subrecipient shall obtain prior written consent from the Eastern Area Workforce Development Board prior to subcontracting any portion of this agreement.

## **SUBRECIPIENT SUBCONTRACTURAL AGREEMENTS**

Subcontracts entered into by the subrecipient shall comply with all requirements of this agreement. For any additional subcontracts or other agreements entered into under this agreement, the subrecipient shall be solely responsible to the EAWDB for the actions and compliance with all applicable provisions of this agreement. The EAWDB is not responsible for performance for payments to subcontractors of subrecipient.

## **NONDISCRIMINATION**

The subrecipient shall adhere to policy prohibiting discrimination in any WIOA program.

The subrecipient assures with respect to the operation of WIOA-funded program or activity it will comply fully with the nondiscrimination and equal opportunity provisions of the Workforce Innovation and Opportunities Act (WIOA) of 2014, Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; Title IX of the Education Amendments of 1972, as amended; the Americans with Disabilities Act of 1990, and any amendments thereto; and all applicable requirements imposed pursuant to regulations implementing those laws, including but not limited to 29 CFR part 34. The USDOL has the right to seek judicial enforcement of this assurance. The subrecipient assures that it will adhere to SAE rules promulgated regarding Equal Opportunity, Equal Opportunity (EO) complaints and Non-EO Non-Criminal complaints and any amendments thereto.

## **DRUG FREE WORKPLACE CERTIFICATION**

The subrecipient shall assure compliance with the Drug Free Workplace Act of 1988 (PL 100-690), Title V, Subtitle D) in providing a drug-free workplace as a condition for receiving a contract or grant from a Federal agency. The Drug Free Workplace Certification shall be made part of this agreement.

## **SUBRECIPIENT ACCOMPLISHMENTS**

When any part of a program is publicized, recognition should be afforded the Eastern Area Workforce Development Board as the source of funding for providing funds for this agreement. Subrecipient accomplishments will be properly documented and made available to the Eastern Area Workforce Development Board for monitoring purposes.

## **INVENTIONS, PATENTS AND COPYRIGHTS**

The subrecipient shall promptly notify the EAWDB of any discoveries, inventions, publications made or produced under a WIOA funded program for which patent or copyright protection is sought. The EAWDB shall ask for a determination by the USDOL as to the disposition of patent or copyright request on such invention or publication.

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## **FISCAL STANDARDS & MANAGEMENT**

### **FISCAL REPORTING**

The subrecipient shall keep records that are sufficient to permit the preparation of fiscal reports and to permit the tracking of funds to a level of expenditure adequate to ensure that the funds have not been spent unlawfully as mandated under the Act.

The subrecipient assures that it will adhere to all reporting requirements relating to all financial transactions under this agreement.

The subrecipient assures that it will submitting billing and supporting documentation no less that quarterly and 15 days after the end of the billing period.

### **METHOD OF PAYMENT**

It is understood and agreed by the parties hereto that payments are conditional upon the payment terms of this agreement and subrecipient's full and satisfactory performance of its obligations under this agreement.

It is understood and agreed to by the parties hereto that if the subrecipient fails to submit to the EAWDB in a timely and satisfactory manner, any data, report or other information as required under this agreement, the EAWDB may at its option and discretion, withhold any or all payments. The EAWDB shall notify the subrecipient in writing of such intent. The EAWDB reserves the right to withhold payments until such time as appropriate corrective measures are taken by the subrecipient as stipulated therein; and

Notwithstanding any other provision of the agreement, it is understood and agreed by the parties hereto that the Eastern Area Workforce Development Board may, at its option and discretion, offset any amount withheld or owing to the subrecipient under this and any other contract entered into between the Eastern Area Workforce Development Board and the subrecipient.

Pursuant to federal procurement regulations, government – to -government contracts are cost reimbursement only with the exception of reasonable operating advances which may be requested.

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## CASH MANAGEMENT

- a. The subrecipient shall assure it will adhere to EAWDB procedures regarding cash management practices/procedures.
- b. The subrecipient's request for WIOA funds shall be limited to documented expenditures in accordance with the established budget. The subrecipient shall keep all WIOA monies/funds identifiable and provide accurate accounting records of funds received. Funds may be drawn by the subrecipient only for the purpose of paying for allowable costs within the terms of this agreement, or to reimburse the subrecipient for such allowable costs.
- c. Requests for WIOA funds **must** be submitted monthly.
- d. Requests for WIOA funds (the original) or electronic documents approved by the SAE must be submitted to the EAWDB Fiscal Agent, , PO Box 2546, Roswell, NM 88203.

## FINANCIAL MANAGEMENT

- a. The subrecipient agrees to maintain records that will provide accurate, current, complete and separate disclosure of all funds received under this agreement and the applicable cost category, (i.e. administration, program) such cost as is required by the Eastern Area Development Board. The subrecipient shall comply with all applicable Federal Regulations establishing financial management standards for WIOA/federally funded programs.
- b. The subrecipient shall not deposit funds received under this agreement in any bank account if the balance of that account after such deposit would exceed the account's insured or collateralized limit, as specified in 12 USC 1821. Additionally, funds shall be deposited only in institutions that are covered by FSLIC or FDIC.
- c. The EAWDB/Fiscal Agent may make an initial advance to the subrecipient prior to such insured or collateralized bank account(s) being established subject to this section. No additional advances shall be made until the EAWDB Fiscal Agent/Administrative Entity has received proof from the subrecipient that such bank account(s) have been insured or collateralized in accordance with this section.
- d. The subrecipient shall set up and maintain books of account in accord with procedures established by the EAWDB. Exceptions to this clause as appropriate may be granted if the subrecipient requests such exception in writing justifying/supporting such request. Justification shall include a statement of the methodology the subrecipient proposes to use to provide a clear audit trail of each financial transaction involving the expenditure of funds received under this agreement. The EAWDB will issue such approval/disapproval in writing.
- e. The subrecipient shall maintain accounts in such a way that they are traceable to source documentation of unit transactions and shall maintain source documentation for all transactions.

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- f. The subrecipient ensures that the USDOL, SAE and the EAWDB shall have the right to access for examination and reproduction any books and accounts, fiscal reports required and records of the subrecipient (and any of its subrecipients), and shall maintain such right of access as a condition for the award of funds.
- g. The subrecipient shall establish and maintain systems sufficient to monitor its own records to insure the maintenance of adequate financial and managerial controls which conform to Federal and State requirements and applicable provisions of this agreement.
- h. All financial books of account, ledgers, supporting records, documents and worksheets pertaining to this agreement shall be retained for a period of three (3) years from the date of final payment under this agreement unless a shorter period is otherwise authorized in writing. Records shall be retained beyond the three (3) year period if audit findings have not been resolved, or an independent audit is pending completion, or if requested by the EAWDB.

#### **PURCHASE AND MAINTENANCE OF PROPERTY**

The subrecipient shall adhere to all procedures for the purchase and maintenance of property as specified by state and/or local policies and procedures.

#### **PROGRAM INCOME**

The subrecipient shall adhere to SAE restrictions pertaining to the generation of income under this agreement. This includes, but is not limited to, income from fees, sales of commodities, rental fees and related sources of income.

- a. The subrecipient shall not charge a fee for the placement or referral of an individual in or to a training program under this agreement.
- b. Any income generated/realized in an activity conducted pursuant to this agreement is subject to restrictions imposed in the Act, WIOA Regulations or applicable OMB circulars. A subrecipient may retain any program income earned by the subrecipient only if such income is added to the funds committed in the particular WIOA grant/subgrant and title under which it was earned, and such income is used for that title's purposes and under the terms and conditions applicable to the use of the grant funds.

#### **CLOSE OUT PROCEDURE**

- a. The subrecipient shall submit a completed and acceptable Fiscal Closeout Package which will be provided by the EAWDB Fiscal Agent no later than 45 calendar days after the conclusion of program year, to the EAWDB Fiscal Agent, PO Box 2546, Roswell, NM 88203.
- b. Funds provided under this agreement from the EAWDB/Fiscal Agent, either unspent or otherwise not properly obligated in accordance with policies in the performance of this agreement, shall be refunded to the EAWDB/Fiscal Agent within three (3) days from the date of this agreement terminating, unless the subrecipient submits a written request for waiver and is approved by the

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Eastern Area Workforce Development Board. All non-expendable property and equipment shall be returned to the EAWDB immediately.

#### AUDITS AND INSPECTIONS

- a. At any time during the period/term of this agreement, and any time during normal business hours and as often as deemed necessary, the USDOL Employment and Training Administration, the Comptroller General of the United States, and/or any of their duly authorized representatives and the EAWDB, shall have access to any books, invoices, payrolls, time sheets, documents, papers and records of the subrecipient which are directly pertinent to this agreement for the purpose of conducting audits, examinations, excerpts, or transcriptions. Audits will be conducted pursuant to applicable auditing standards set forth in the financial and compliance element of the Standards for Audit of Governmental Organization Programs, activities and functions issued by the Comptroller General of the United States, and applicable State audit provisions. The subrecipient will be held accountable for any audit exceptions incurred.
- b. The subrecipient may arrange for an independent audit of all funds received pursuant to this agreement in accordance with applicable OMB circulars by a certified public accountant or an independent audit firm.
- c. The EAWDB may participate in a unified audit program established by the SAE to provide an audit of the subrecipient.
- d. Subrecipients shall be responsible for insuring that required independent audits of their program and fiscal operations and those of their subrecipients are performed on a timely scheduled basis.
- e. The subrecipient shall assure that they will adhere to all applicable audit and audit resolution guidelines established promulgated by the SAE.
- f. Books and records relating to the contract/subgrant audit shall be maintained by the subrecipient for a period three (3) years from the date of final payment under the contract/subgrant, unless a shorter period is otherwise requested by the subrecipient and authorized by the EAWDB.

#### TRAVEL

- a. Travel costs for subrecipient's staff are allowable under this agreement when travel is specifically related to the operation of this agreement and conducted within the subrecipient's area of operation as specified in the agreement.
- b. Out of state or jurisdictional area travel requests shall be approved by the EAWDB prior to travel; and
- c. The EAWDB Fiscal Agent shall reimburse the subrecipient for travel expenses essential for the operation and administration of the agreement in accordance with the New Mexico Mileage and Per Diem Act when such travel is included in the approved budget. The subrecipient shall follow applicable policy in computing travel and per diem costs of its employees.

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## **INDIRECT COSTS**

- a. Indirect or overhead costs shall be charged in accordance with the institutions indirect cost agreement, except specific costs charged to an overhead or indirect cost pool that can be identified directly with a WIOA cost objective/category may be charged to WIOA cost objective/category directly benefitted. Subrecipients shall maintain documentation of such charges; and
- b. An approved indirect cost rate may be used by the subrecipient only in determining those costs properly chargeable to the WIOA. A copy of the subrecipient's indirect cost rate agreement shall be provided to the EAWDB and made a part of this agreement.

## **USES OF FEDERAL FUNDS**

- a. Federal funds received by the subrecipient, as a result of this agreement, shall be expended only for purposes permitted under the Workforce Innovation and Opportunities Act and as specified in this agreement.
- b. Interest earned on funds received through this agreement shall be returned to the EAWDB upon written request, or shall be expended at the direction of the EAWDB.
- c. Entertainment costs shall not be allowed under this agreement.
- d. Funds received under this agreement shall be allocated as allowable costs pursuant to applicable Federal Regulations

## PROGRAM STANDARDS

### PERFORMANCE:

As the SAE holds the EAWDB responsible for performance outcomes, the Eastern Area Workforce Development Board shall likewise hold its subrecipients liable for performance outcomes and will ensure that the subrecipient complies with all mandated performance measures in accordance the Act. Performance Measures are attached and made part of this agreement.

- a. The subrecipient understands and agrees that continuation of funding of this agreement is contingent upon its meeting mandated local performance measures as well as the "common measures".
- b. Performance below mandated measures constitutes noncompliance with agreement. The EAWDB shall notify the subrecipient, in writing, of any performance deficiencies or areas of non-compliance and require a corrective action plan with a specified date of completion. It is the responsibility of the subrecipient to implement corrective action measures as required. This may include (requesting from the EAWDB through the SAE) adjustment or modification of performance goals where allowable and appropriate. Failure to take appropriate corrective action measures may be cause for termination of this agreement if, after a reasonable period, as negotiated with the EAWDB, the performance deficiencies or areas of non-compliance have not been rectified by the subrecipient.
- c. The subrecipient understands and agrees that performance under this agreement shall be within the limitations set forth in the Act or the regulations as amended.
- d. For any modifications of performance criteria, prior approval must first be requested and obtained in writing from the EAWDB. Such requests must provide ample and reasonable justification for the intended modification.
- e. The Board's Administrative Entity shall conduct periodic performance reviews including scheduling meetings with the subrecipient to ensure compliance with performance criteria and ensure that corrective action measures have been implemented where required.
- f. The EAWDB shall take prompt corrective action as necessary, including terminating this agreement where the subrecipient fails to take appropriate corrective action, or continuously fails to maintain satisfactory performance.

### APPLICATION FOR ENROLLMENT

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The subrecipient assures adherence to applicable state rules and policies or those of the EAWDB pertaining to the enrollment of participants.

#### **ELIGIBILITY DETERMINATION AND VERIFICATION REQUIREMENTS**

The subrecipient assures adherence to applicable State Rules or EAWDB policies, and amendments thereto, that pertain to determination and verification of eligibility for enrollment in WIOA programs or services.

#### **PROGRAM MONITORING**

As part of its internal control process, the subrecipient shall conduct periodic monitoring of this agreement and activities thereunder as often as is reasonable and necessary to ensure compliance with the WIOA and its regulations, state policy, and the terms and conditions of this agreement.

#### **TERMINATION OF PARTICIPANTS**

The subrecipient shall immediately terminate any participant found ineligible by either the subrecipient, the EAWDB or the SAE.

#### **PARTICIPANT TRACKING AND RECORD-KEEPING**

- a. The subrecipient shall participate in the workforce system participant tracking and data system known as the VOSS system. Required data/reports shall be verifiable and accessible to authorized subrecipient personnel and to the EAWDB AE staff for monitoring, reporting, auditing and evaluation purposes.
- b. The subrecipient shall maintain required data/records on each WIOA participant as appropriate, including but not limited to proof of citizenship, proof of income (including income computation methodology and source documentation). Where required, verification of Military Selective Service registration as applicable, proof of residency and other criteria as required shall be maintained with sufficient detail to demonstrate compliance with eligibility criteria set forth by EAWDB in accordance with federal regulations.
- c. The subrecipient shall be responsible for retention of all records pertinent to this agreement including participant data, financial, statistical, property and supporting documentation for a period of three (3) years from the termination of this agreement, except in the case of unresolved audit finding(s) or pending litigation. In such case, records shall be retained until such audit findings or litigation is resolved.
- d. In the event that this agreement is terminated and the subrecipient is unable to maintain records as required, the subrecipient is responsible for transferring such records to the EAWDB which will then assume responsibility for the maintenance of such records.

#### **SANCTIONS**

The EAWDB may impose sanctions on the subrecipient for non-compliance with the Workforce Innovation and Opportunities Act (WIOA), regulations, and/or applicable rules and policies or with respect to program performance, reporting/audit requirements, program activities and administration.

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## **PAYMENTS AND BENEFITS**

### **WORKING CONDITIONS AND BENEFITS**

- a. Conditions of employment and training shall be appropriate and reasonable in regard to the type of work, the geographical region, and the skills of the participant(s).
- b. Training and related services will, to the fullest extent possible, be practicable and commensurate with the participant's fullest capabilities and shall lead to unsubsidized employment opportunities that enable the participant(s) to become economically self-sufficient.
- c. Each participant enrolled in On the Job Training shall be provided benefits and working conditions at same level and to the same extent as other employees working in a similar occupation for a similar period of time.
- d. Prior to placement with an employer, participants shall be informed of their benefits, rights and responsibilities for the position in which they are placed.
- e. Participants will not be required or permitted to work, be trained or receive services in buildings, surroundings or under working conditions which are unsanitary, hazardous or dangerous to their health or safety. Participants employed or trained for inherently dangerous occupations, e.g. fire or law enforcement, etc., shall be assigned to work in accordance with the occupations of employer's safety practices/procedures.
- f. Funds under this agreement shall not be used for contributions to any participant retirement plan.

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## **FUNDING AND OBLIGATIONS**

### **EASTERN AREA WORKFORCE DEVELOPMENT BOARD LIABILITY**

In consideration of full satisfactory performance hereunder the EAWDB shall pay to the subrecipient, the amount established in this agreement, or any modification/revision thereof for costs incurred by the subrecipient for performance under this agreement, subject to the following:

- a. The EAWDB shall not be liable to the subrecipient for expenditures made in violation of the WIOA, its regulations, and any applicable laws or policies.
- b. The EAWDB shall not be liable to the subrecipient for expenditures incurred or performance rendered unless such expenditures or performance are strictly in accordance with the terms of this agreement, and any applicable modifications hereto, are signed and agreed to by the EAWDB and the subrecipient.
- c. It is understood and agreed to by the parties hereto that the funding obligations made by the EAWDB under this agreement are contingent upon availability of funds from the USDOL and the State of New Mexico. The subrecipient agrees not to hold the EAWDB liable for the unavailability of funding. In the event funds will not be available the EAWDB shall, as promptly as possible, notify the subrecipient in writing.
- d. The EAWDB shall not be liable to the subrecipient for any expenditures or portions thereof incurred by the subrecipient which have been reimbursed or are obligated to the subrecipient by another source other than the EAWDB.
- e. The EAWDB shall not be liable to the subrecipient for expenditures/costs incurred or performance by the subrecipient prior to official start or termination of this agreement.
- f. The EAWDB shall not be liable for any expenditures incurred by the subrecipient in the performance of this agreement which have not been billed to the Eastern Area Workforce Development Board Fiscal Agent within forty five (45) days following termination of this agreement.
- g. In spite of any other provision of this agreement, the total expenditures and other obligations incurred or made by the subrecipient hereunder shall not exceed the total amount obligated within this agreement.

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## **RECAPTURE OF FUNDS**

The subrecipient shall be liable to the EAWDB for all funds allocated or advanced under this agreement. The subrecipient shall return to the EAWDB-Fiscal Agent all funds unspent or held for a period in excess of that amount allowed in this agreement. Nothing in this agreement shall relieve the subrecipient from liability to the EAWDB for any amount legally due to the EAWDB.

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**ADDITIONAL PROVISIONS**

**PROGRAM PROGRESS REPORTS**

In order for the EAWDB to adequately evaluate the progress of the subrecipient in meeting program goals, the subrecipient shall be required to make monthly reports as directed by the Eastern Board. This may include monthly meeting requirements to review

**OTHER TERMS & CONDITIONS**

The subrecipient must provide a copy of their most current audit and a copy of their Cost Allocation Plan.

**Obligation/Expenditure Rate:** Subrecipient will meet the minimum obligation rate of 80% and the minimum expenditure rate of 40% of current year's funding by the end of the 3<sup>rd</sup> quarter of the program year.

**TERM OF CONTRACT**

The term of this contract is **August 15, 2020 through June 30, 2021.**

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