

**Annual Program Report  
Cover Page**

Program Name: **College & Career Readiness Institute**  
Institution or Organization: **Luna Community College**  
Address: **366 Luna Dr.**  
City: **Las Vegas**  
County: **San Miguel**  
Zip: **87701**  
Main Phone: **800.588.7232**  
Website: **www.luna.edu**  
Social Media:

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

Submission Date: **September 22, 2021**

Program Director, Manager, or  
Coordinator Name and Title: **Lisa Bentson, Program Manager**

Contact Information: Phone(s): **505.454.2564**

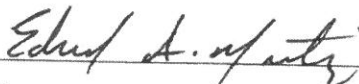
Email: **lbentson@luna.edu**

Alternate Contact Name and

Title: **Edward Martinez, President: Luna Community College**

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Signature of the Chief Executive Officer or Designee

**Sept 22, 2021**  
DATE

**Edward Martinez, President**

Typed Name and Title:

## Section I. Program Narrative Report

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

1. 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 College & Career Readiness Institute (CCRI) is part of Luna Community College (LCC). The program serves students from rural northeastern New Mexico. During FY20-21, we served students from San Miguel, Colfax, Mora, Guadalupe, Union, Bernalillo, and Torrance counties. Approximately 60% of all students served were female (63%), unemployed or not in the labor force (59.2 %) and in the lowest annual income bracket of less than \$12,760 (56%). During the first part of fall semester, 2020, the program maintained 4 site locations, the main campus in Las Vegas, and satellite sites in Mora, Raton, and Santa Rosa. The main campus site offered only virtual classes, while the satellite sites provided face-to-face instruction with an option of virtual classes. In October 2020, all face-to-face instruction stopped and students either attended virtual classes or used various distance learning programs (Google Classroom, Edmentum, Learning Upgrade, Khan Academy or ReadTheory.org).

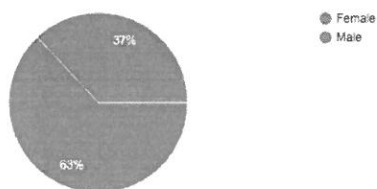


Figure 1. Gender of CCRI student during FY20/21.

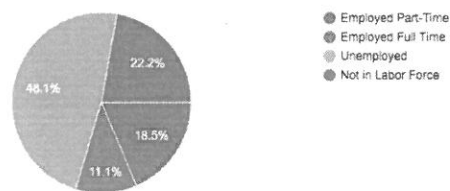


Figure 2. Employment status of CCRI student during FY20/21.

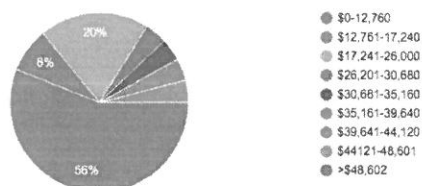


Figure 3. Annual income bracket of CCRI student during FY20/21

Funds awarded under WIOA Title II allow the CCRI Adult Education program the opportunity to continue and expand our Adult Education, Family Literacy, and English Language acquisition instruction. We strive to promote education and workforce training as well as encourage students to partake in postsecondary education and workforce development.

The program had two full time and 4 part time staff until late August, 2020. At the start of the academic year the program manager left unexpectedly, leaving the program short staffed and remaining staff overworked trying to maintain normalcy. The reduction of full-time staff greatly reduced the effectiveness of the program. Once the program shifted completely online, the staff size reduced further to 1 full time (duties: program manager, data technician, remote testing, and higher -level math instructor) and 3 part time staff (instruction of reading, language, math and career pathways).

Once the program moved from some face-to-face instruction to completely online learning, we shifted from onsite testing to remote testing. However, it was not until January 2021 that students began to test remotely. Prior to our intensive virtual onboarding efforts in January 2021, students were reluctant to utilize online virtual learning opportunities or be assessed remotely.

**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.)**

A solid relationship with our local One-Stop and all WIOA partners was drastically impeded by turn over in LCC administrative staff, CCRI staffing, and the change in One-Stop provider to HelpNM. Fortunately, CCRI has fostered these relationships throughout the years and have entered into an MOU with our Title I contractors (attached).

Adult Education and literacy activities are listed in the MOU as a partner under job seeker services, training and youth services. Each partner commits to cross-training of staff, as appropriate, and to providing other professional learning opportunities. Partners will further promote system integration, such as, effective communication, information sharing, and collaboration with the one-stop operator. Partners also agree to the use of high-quality, integrated data that is essential to inform decisions made by policy makers, employers, and job seekers.

Partners agree to implement a referral system to provide integrated and seamless delivery of services to workers, job seekers, and employers. Furthermore, the NALWDB and its partners will develop and implement a strategic plan that will include specific steps to be taken by each partner under the outreach section of the MOU.

**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.**

It is difficult to pinpoint what had the largest impact on the CCRI during FY20/21; COVID19 pandemic or LCC institutional strife. The LCC institutional decision to remove the prior program manager at the start of the academic year without a program management plan. Its undermined years of work in collaboration, career pathways development and program instructional improvement.

Some of the program staff were already moving toward a hybrid learning environment and the transition was embraced. Other instructors were reluctant to transition and one stop working altogether. Students were also reluctant to change. As a result, the program stalled. Student intake numbers dropped. Student attendance hours dropped, and program performance sank (MSG 14.9 %). The most significant challenge was enrollment and retention. Availability of testing, and the digital divide between our student and digital resources were linked to the challenge. Chromebooks provided by NMHED were utilized with success to those with sufficient internet access.

Significant changes to the program were made in intake, onboarding/orientation, instructional delivery, and testing. Our philosophy was to take a look at ‘what if?’. What if we took what worked and made it better? What if we walked away for things that did not work? What if we dared to dream of a brighter future? What if we developed a better process for success?

These are our steps.

1. Improve teacher happiness by professional development and weekly staff meetings;
2. Streamline the Intake process by utilizing google forms for registration, scheduling and program document completion;
3. Virtual onboarding/orientation implementation to include 6 hours of active learning modules covering the program and services, student success, college & career readiness, and introduction to our collaborator on the LCC campus and the community, including HelpNM;
4. Remote testing was embraced by using TABE online remote testing and ZOOM;
5. Intensive coaching/advising by creating virtual office time and a new course called ‘Rising Up: A pathway to self-efficacy’; and,
6. Expand virtual class/café schedule to provide more opportunities to student engagement.

**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.**

The program created a hybrid learning environment for all students within our service area. Due to a staffing shortage, and the low number of students in the proximity of our satellite sites in Raton, Mora, and Santa Rosa, face-to-face instruction is impractical. We are currently working on ways to improve student engagement and retention through the combination of synchronized and asynchronized learning. Classes are synchronized and delivered face-to-face on the main LCC campus and virtually. Four learning cohorts were created following a management enrollment and open enrollment policy, depending on the learners’ class schedule.

A fast-track class uses managed enrollment, is an 8-week session, and meets Monday-Friday from 9 a.m. to 12 noon. An afternoon class is offered Monday and Wednesday. An evening class is offered Tuesday, Wednesday, and Thursday and a class is offered on Saturday morning. Each of these class are open enrollment and sessions are scheduled for 3 hours. The program as a small number of asynchronized learners that utilize the same distance learning programs (Learning Upgrade, Edmentum...,) as our students enrolled in synchronized classes.



## 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)	70
Total count of students with 12 + hours	39
Total contact hours for students with 12 + hours	1162
Average contact hours for students with 12 + hours	30
Average contact hours for students with 12 + hours experiencing level gains	923
Count of all HSE graduates with 12 + hours	2
Percentage of total number of students achieving a measurable skill gain	14.29
Percentage of total number of students achieving employment second quarter after exit	-
Percentage of total number of students achieving employment fourth quarter after exit	-
Median earnings for former students in the second quarter after exit	-
Total # of students reporting <b>TRANSPORTATION</b> issues that impact the ability to participate in the AE Program.	16
Total # of students reporting <b>CHILD CARE</b> issues that impact the ability to participate in the AE Program.	9

### 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.**

The data indicates a noteworthy drop in performance, particularly in the percentage of the total number of students achieving a measurable skill gain (MSG 14.29%). This trend is attributed to low student contact hours, an attendance policy that was not in use, and minimum program onboarding/orientation.

Student contact hours are improving now that schedule was development based on student feedback using a google form. The program has reinstated its attendance policy. Further work is need to streamline onboarding/orientation so that it can be complete primarily online. This would free up contact hours for direct instruction and it would help on student retention by allowing us to focus our efforts on engaged learners. Through better coaching/advising and onboarding activities student retention will also improve.

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

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

The strength of the program is related to the number of students we reached. A total of 109 students received some level of instruction, but many were lost between intake and assessment. As our coaching/advising and onboarding activities improve the program will return to its pre-COVID performance level of 38.9% MSG.

Data management during FY20/21 was difficult because of the staffing shortage. With additional training of a dedicated data technician/analyst the program will have the resources need to track employment and earnings outcomes.

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

A reduction in staff resulted in re-evaluating staffing all satellite sites. As conditions improve the program will prioritize how to reopen its satellite sites. In an ongoing effort to share information, regular staff meetings are essential to improving program performance and share ideas. CCRI instructors offer individualized instruction through integrated learning. All program students are considered LCC students and are afforded all the resources, support, and access throughout the campus. We will continue to increase the number of instructional contact hours, particularly in a student's lowest subject area. In addition, the program is participating in the STAR training initiative to improve reading skill of our intermediate level students.

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

The program has 3 action items to address during FY21/22; retention, competency and marketing. Retention efforts will start with the intake process and follow students throughout the involvement with the program. Intensive coaching/advising, adherence to our attendance policy, instructional contact hour increases and better tracking of student performance is essential. Competency will be data driven and include the STAR training initiative to improve reading skills, the use of frequent formative and summative assessment in conjunction with SEL competencies in order for learners to be more comfortable with assessments prior to high stakes assessment such a TABE 11/12 post assessments or the High School Equivalency (HSE) test. Marketing efforts include working more collaboratively with LCC public outreach office. Together, we are updating our website, creating marketing and outreach materials and developing a stronger social media component for the program.

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

Student retention was most effected by the pandemic, note 70 students with less than 12 hours of instruction. The transition to virtual learning was difficult for instructors and students. The digital divide was vast. Many areas within northeastern NM lack the infrastructure for high speed internet. This impacted instructor's ability to provide a positive virtual learning experience and student's ability to participate. We were able to bridge the gap for several students with Chromebook provided to the program by NMHED. Still the access of high-speed internet was a barrier to success in some cases.

**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.***

Virtual onboarding/orientation activities of 18 students include college and career readiness (CCR), social emotional learning (SEL) and presentations WIOA partners. In addition, 3 students complete our pilot class- Rising Up a Path to Self-Efficacy.

- 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.**

There no-cost per participant involvement. The only expense was the salary of the CCRI staff that took part in Onboarding/orientation and the pilot class.

- 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.**

Due to the staffing shortage at CCRI and the high turn over rate of staff at the HelpNM local office, very little was accomplished during FY 20/21. The program shared student data with HelpNM and meetings were held (virtually) to establish a plan of action. However, little progress was made other than to have HelpNM partake in Onboarding/orientation. HelpNM as a new coordinator and a new working relationship has been formed.

- 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.**

Our plan is to establish regular site visits of the HelpNM youth program coordinator to meet our program student during hybrid class times. This will allow students direct access to HelpNM services.

- 5. Include a copy of your program's MOU and IFA (if applicable) with the Local Workforce Board(s) in the area(s) in which you provide service. Please indicate the amount your program contributes in your IFA. If you do not have an MOU and/or an IFA, please inform of us of any efforts or discussions toward MOUs and IFAs in your local area. We want to get a sense of where you are in these activities, even if you do not have (or yet have) an MOU and/or IFA.**

See attachments provide.

**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.**

Due to the program's staffing shortage, participation in CPI Year 2 was limited. Most webinars were attended by at least one program staff member. Participation in group exercises was minimum. It was observed that our program was not the only program to be over committed to effectively participate and benefit from the collaborative team approach.

**2. Describe how your organization's activities provide learning in context, including through integrated education and training (IET)\*, so that an individual acquires the skills needed to transition to and complete postsecondary education and training programs, and obtain and advance in employment leading to economic self-sufficiency. \*If you offered any IET programs, please describe how they fulfill the three requirements for an IET program (34 CFR 463)**

The program continues to work with LCC to develop an IET program. Allied Health, Early Childhood Development, and Welding are the primary areas of interest.

**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.**

The program identified possible IET collaborators; however, efforts to move forward are slowed by the program's staffing shortage and change over of LCC administration.

**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.**

The program currently works with LCC Admissions Office to enroll program students as non-degree seeking LCC students. The program as students concurrently enrolled in Welding and prerequisite classes for Allied Health. Developing work-based learning opportunities in collaboration with HelpNM is part of the program's action plan.

**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.

Program instruction is becoming more aligned with CCRS as instructors are formalizing the curriculum. The program began using Google Classroom as a platform and it helped to anchor our instruction. Using this platform allowed for both formative and summative assessment of student comprehension. Within the platform, students had access to additional resources such as Edmentum, Learning Upgrade, Readtheory.org and Khan Academy.

The program used Readtheory.org to monitor student reading skills and achievement. It was helpful assessing those students willing to use the resource. In order to increase reading competency, the program manager and one instructor are receiving STAR initiative training to better meet the needs of intermediate students.

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.

FY20/21 was a year of improving our use of technology and instructional delivery systems. The program used a combination of Zoom and Google Meet. Virtual classes used both platforms dependent on the instructor's knowledge base. This led to confusion for most learners, because each instructor had their own link. As a result, all virtual classes use the same Zoom link.

The program was unable to maintain a constant distance learning platform through out the academic year. The once no-cost Edmentum platform required a new license and that took time to re-establish. While the new license for Edmentum was restored, the program used Learning Upgrade, an interactive learning system. Those students that used Learning Upgrade benefited because they could learn using their phone, Chromebook, or computer.

The program is developing a digital literacy class based on materials available the New Readers Press, the creator of Learning Upgrade. In addition, all Face-to-Face students are being trained to navigate to virtual classes being offered by CCRI and how to use distance learning systems effectively.

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 is shifting toward a more structured curriculum. Course syllabi were created during FY20/21 in the subject areas of math and for our pilot course: Rising Up: A Pathway to Self-Efficacy. More work needs to be done with classroom instructional lesson plans to document the implementation of the standards. Printed supplemental learning materials from New Readers Press and McGraw Hill, which are aligned to CCRS, are being increasingly utilized.

*Scoreboost for TABE* and *TABE Mastery* published by New Readers Press are used in the subjects of Reading, Language, and Math. These workbooks provide a formative assessment of a student's strengths and weakness, to target areas of further instruction. They also provide a summative assessment of the student's comprehension of a subject at a particular NRS level.

McGraw Hill has a series of College and Career Readiness Practice Workbooks. Instruction of Social Studies and Science will use these workbooks as the scaffolding to build curriculum and lesson plans in the subject areas. In addition, the workbooks will provide reading material to enhance our reading initiative.



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

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

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

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

NA
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served:

2. Describe your program's efforts in meeting the requirement to provide IELCE services in combination with providing access to integrated education and training activities.
3. Describe how your program is progressing towards program goals of preparing and placing IELCE program participants in unsubsidized employment in in-demand industries and occupations that lead to economic self-sufficiency as described in WIOA section 243(c)(1) and discuss any performance results, challenges, and lessons learned from implementing those program goals.
4. Describe how your program is progressing towards program goals of ensuring that IELCE program activities are integrated with the local workforce development system and its functions as described in section 243(c)(2) and discuss any performance results, challenges, and lessons learned from implementing those program goals.

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

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

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

1. Please indicate the number of Corrections Education and the Education of Other Institutionalized Individuals students (12+ hours) served: NA
2. Describe your program goals and activities for serving this student population as well as any transition activities that allow for students to continue receiving services upon release.
3. Describe the relative rate of recidivism for criminal offenders served. Include the methods and factors used in calculating the rate for this reporting period.

## 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/spreadsheets, you may simply attach those in lieu of the sheet below.*

[illegible]

## 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
4,693.99	\$9.48	\$44,499.03

### Alternate option:

Please indicate institution's building renewal and replacement allocation

N/A

(Please cite the source document for the amount)

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

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

Source	Amount
N/A	

**B. Program Income Activities**

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

N/A
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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.

### Appendix: Career and Training Services

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

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

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

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

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

**The calculation for the average cost per participant of providing training services is:**

Total expenditures for training services (excluding administrative costs\*) / Total number of participants receiving training services from your AEFLA-funded program.

\*WIOA provides specific definitions for administrative costs in section 3(1).

\*\*Please note that because of the nature of career services (see table below), all or nearly all of the students in your programs receive career services.

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

Career and Training Services Applicable to AEFLA	Category of Service
Outreach, intake, and orientation information	Career Service
Initial assessment of skill levels including literacy, numeracy, and English language proficiency, as well as aptitudes, abilities, and supportive services needs	Career Service

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Referrals to and coordination of activities with other programs and services.	Career Service
Provision of performance information and program cost information on eligible providers of education, training, and workforce services by program and type of provider.	Career Service
Provision of information on availability of supportive services or assistance and appropriate referrals (including child care; child support; medical or child health assistance available through the State's Medicaid program and CHIP; SNAP benefits; EITC; assistance under TANF, and other supportive services and transportation)	Career Service
Integrated Education and Training (IET) programs	Training Service

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



# CCRI 20-21 Annual Report NRS Tables

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

Select Reporting System: NRS FY 20-21 Agency: Luna Community College

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

Entering Educational Functioning Level (A)	American Indian or Alaska Native		Asian		Black or African American		Hispanic/Latino		Native Hawaiian or Other Pacific Islander		White		More than One Race		Total
	M (B)	F (C)	M (D)	F (E)	M (F)	F (G)	M (H)	F (I)	M (J)	F (K)	M (L)	F (M)	M (N)	F (O)	(P)
ABE*** Level 1	0	0	0	0	0	0	0	0	2	0	0	0	0	0	2
ABE Level 2	0	0	0	0	0	1	5	5	0	0	0	0	0	0	11
ABE Level 3	0	0	0	0	0	0	4	5	0	0	2	0	0	0	11
ABE Level 4	0	0	0	0	0	0	1	1	0	0	0	0	0	0	2
ABE Level 5	0	0	0	0	0	0	0	1	0	0	0	1	0	0	2
ABE Level 6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ESL*** Level 1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ESL Level 2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ESL Level 3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ESL Level 4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ESL Level 5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ESL Level 6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	0	0	0	0	1	10	14	0	0	2	1	0	0	28

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

\*\* See definitions for ethnicity/race categories

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

## Ethnicity/Race:

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

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

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

# Adult Education Local Program Annual Report

2020-2021

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

Select Reporting System:

NRS FY 20-21



Agency:

Luna Community College

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

Age Group (A)	American Indian or Alaska Native		Asian		Black or African-American		Hispanic/Latino		Native Hawaiian or Other Pacific Islander		White		More than One Race		Total
	Male (B)	F (C)	M (D)	F (E)	M (F)	F (G)	M (H)	F (I)	M (J)	F (K)	M (L)	F (M)	M (N)	F (O)	(P)
16-18	0	0	0	0	0	0	0	1	2	0	1	1	0	0	5
19-24	0	0	0	0	0	0	5	6	0	0	0	0	0	0	11
25-44	0	0	0	0	0	0	4	6	0	0	1	0	0	0	11
45-54	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1
55-59	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
60+	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	0	0	0	0	1	10	14	0	0	2	1	0	0	28

\*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

# Adult Education Local Program Annual Report

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

Select Reporting System:

NRS FY 20-21



Agency:

Luna Community College

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

Age Group (A)	American Indian or Alaska Native		Asian		Black or African-American		Hispanic/Latino		Native Hawaiian or Other Pacific Islander		White		More than One Race		Total
	Male (B)	F (C)	M (D)	F (E)	M (F)	F (G)	M (H)	F (I)	M (J)	F (K)	M (L)	F (M)	M (N)	F (O)	
16-18	0	0	0	0	1	0	16	8	0	0	2	1	0	0	28
19-24	0	0	0	0	0	0	9	9	0	0	0	1	0	1	20
25-44	0	0	0	0	0	1	7	8	0	0	2	0	0	0	18
45-54	0	0	0	0	0	0	1	1	0	0	0	1	0	0	3
55-59	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
60+	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1
Total	0	0	0	0	1	1	33	27	0	0	4	3	0	1	70

\*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

# Adult Education Local Program Annual Report

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NRS Table 3: Participants by Program Type and Age

Select Reporting System:

NRS FY 20-21



Agency:

Luna Community College

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>	4	11	10	1	0	0	26
Integrated Education and Training Program	0	2	0	0	0	0	2
<b>Adult Secondary Education***</b>	1	0	1	0	0	0	2
Integrated Education and Training Program	0	0	0	0	0	0	0
<b>English Language Acquisition****</b>	0	0	0	0	0	0	0
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>	5	11	11	1	0	0	28

\*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.



# Adult Education Local Program Annual Report

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[illegible]

# Adult Education Local Program Annual Report

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NRS Table 4A - Educational Functioning Level Gain

Select Reporting System:

NRS FY 20-21

Agency:

Luna 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	1	0	0	1	100	0	0	0	0
ABE Level 2	1	1	100	1	100	0	0	0	0
ABE Level 3	0	0	0	0	0	0	0	0	0
ABE Level 4	0	0	0	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	2	1	50	2	100	0	0	0	0
ESL Level 1	0	0	0	0	0	0	0	0	0
ESL Level 2	0	0	0	0	0	0	0	0	0
ESL Level 3	0	0	0	0	0	0	0	0	0
ESL Level 4	0	0	0	0	0	0	0	0	0
ESL Level 5	0	0	0	0	0	0	0	0	0
ESL Level 6	0	0	0	0	0	0	0	0	0
ESL Total	0	0	0	0	0	0	0	0	0
Grand Total	2	1	50	2	100	0	0	0	0



# Adult Education Local Program Annual Report

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NRS Table 4B

Select Reporting System: NRS FY 20-21 Agency: Luna 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 (A)	Total Number Enrolled (B)	Total Attendance Hours (C)	Number with EFL Gain (D)	Number Separated Before Achieving EFL Gain (E)	Number Remaining Within Level (F)	Percentage Achieving EFL Gain (G)
ABE Level 1	1	81.5	1	0	0	100
ABE Level 2	2	184.6	1	1	0	50
ABE Level 3	0	0	0	0	0	0
ABE Level 4	0	0	0	0	0	0
ABE Level 5	0	0	0	0	0	0
<b>ABE Total</b>	<b>3</b>	<b>266.1</b>	<b>2</b>	<b>1</b>	<b>0</b>	<b>66.67</b>
ESL Level 1	0	0	0	0	0	0
ESL Level 2	0	0	0	0	0	0
ESL Level 3	0	0	0	0	0	0
ESL Level 4	0	0	0	0	0	0
ESL Level 5	0	0	0	0	0	0
ESL Level 6	0	0	0	0	0	0
<b>ESL Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Total</b>	<b>3</b>	<b>266.1</b>	<b>2</b>	<b>1</b>	<b>0</b>	<b>66.67</b>



# Adult Education Local Program Annual Report

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NRS Table 5

Select Reporting System: NRS FY 20-21 Agency: Luna Community College

## Primary Indicators of Performance

First Period of Participation	All Periods of Participation					
	(A)	(B)	(C)	(D)	(E)	(F)
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
(A)						
Employment Second Quarter after exit *		70	23	32.86	70	23
Employment Fourth Quarter after exit *		86	11	12.79	96	14
Median Earnings Second Quarter after exit **		23	2263.02		23	2263.02
Attained a Secondary School Diploma/Recognized Equivalent and Enrolled in Postsecondary Education or Training within one year of exit ***		2	0	0	2	0
Attained a Secondary School Diploma/Recognized Equivalent and Employed within one year of exit ***		2	0	0	2	0
Attained a Postsecondary Credential while enrolled or within one year of exit ****		0	0	0	0	0
Attained any credential (unduplicated) *****		2	0	0	2	0

# Adult Education Local Program Annual Report

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NRS Table 5A

Select Reporting System: NRS FY 20-21 Agency: Luna Community College

## Primary Indicators of Performance for Participants in Distance Education

First Period of Participation		All Periods of Participation					
(A)	Primary Indicators of Performance	(B) Number of Participants who Exited	(C) Number of Participants who Exited Achieving Outcome or Median Earnings Value	(D) Percentage of Participants Achieving Outcome	(E) Total Periods of Participation	(F) Total Number of Periods of Participation in which Participants Achieved Outcome or Median Earnings Value for All Periods of Participation	(G) Percentage of Participants in All Periods of Participation Achieving Outcome
	Employment Second Quarter after exit	6	1	16.67	6	1	16.67
	Employment Fourth Quarter after exit	4	0	0	4	0	0
	Median Earnings Second Quarter after exit	1	718.68		1	718.68	
	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

# Adult Education Local Program Annual Report

2020-2021

NRS Table 6: Participant Status and Program Enrollment

Select Reporting System: NRS FY 20-21 Agency: Luna Community College

Participant Status on Entry into the Program (A)	Number (B)
Employed	12
Employed, but Received Notice of Termination or Military Separation is pending	0
Unemployed	12
Not in the Labor Force	4
<b>TOTAL</b>	<b>28</b>
<b>Highest Degree Level of School Completed*</b>	
No Schooling	0
Grades 1-5	0
Grades 6-8	3
Grades 9-12 (no diploma)	20
Secondary School Diploma or alternate credential	1
Secondary School Equivalent	0
Some Postsecondary education, no degree	0
Postsecondary or professional degree	0
Unknown	1
<b>TOTAL (both US Based and Non-US Based)</b>	<b>27</b>
<b>Program Type**</b>	
In Family Literacy Program	0
In Workplace Adult Education and Literacy Activities***	0
<b>Institutional Programs (section 225)</b>	

# Adult Education Local Program Annual Report

2020-2021

NRS Table 11

Select Reporting System:

NRS FY 20-21

Agency:

Luna 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 (A)	Number of Participants Included in the Indicator (B)	Number of Participants Achieving Outcome or Median Earnings Value (C)	Percentage of Participants Achieving Outcome (D)	Total Periods of Participation (E)	Total Number of Periods of Participation in which Participants Achieved Outcome or Median Earnings Value for All Periods of Participation (F)	Percentage of Participants in All Periods of Participation Achieving Outcome (G)
MSG via Achievement of at Least One Educational Functioning Level Gain	2	0	0	2	0	0
MSG via Attainment of Secondary School Diploma/ Recognized Equivalent	2	1	50	2	1	50
MSG via Secondary or Postsecondary Transcript	2	0	0	2	0	0
MSG via Progress Toward Milestones	2	0	0	2	0	0
MSG via Passing Technical/ Occupational Skills Exam	2	0	0	2	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

**MEMORANDUM OF AGREEMENT**  
And  
**MEMORANDUM OF UNDERSTANDING**



**MEMORANDUM OF AGREEMENT  
BETWEEN**

**Luna Community College/College & Career Readiness Institute, Adult Education  
AND**

**Northern Area Local Workforce Development Board**

**WHEREAS**, The Workforce Innovation and Opportunity Act (WIOA) is a complex piece of legislation signed into law in 2014 in an effort to improve coordination among the primary federal programs that support employment services and workforce development, including adult education and vocational rehabilitation programs and activities.

**WHEREAS**, central to the WIOA legislation is the requirement of enhanced cooperation and alignment among the core programs within the law including: (1) the Adult, Dislocated Worker and Youth formula programs administered by the Department of Labor (DOL) under Title I; (2) the Adult Education and Literacy program administered by the Department of Education (ED) under Title II; (3) the Wagner-Peyser Act employment services program administered by DOL under Title III;

**WHEREAS**, the overarching goal of WIOA is to meet the pressing need of employers to have an appropriately-skilled talent pool, and to assist the nation's workforce with not only adequate access to jobs, but also the support and skills required to secure and retain those jobs. The workforce development system is designed to prepare the unemployed, underemployed and low-skilled adults for sustainable, meaningful employment.

**WHEREAS**, WIOA prioritizes serving people who have barriers to employment, including barriers to meaningful careers that provide a family-sustaining wage and the opportunity for advancement. Under both the letter and the spirit of WIOA legislation, all of these entities are required to work together to promote effective services that are mutually supportive, well-coordinated, and appropriately aligned.

**WHEREAS**, the purpose of this Memorandum of Agreement (MOA) is to build and strengthen a partnership between the Northern Area Local Workforce Board (NALWDB), the Adult Education partners, and the NALWDB's service providers within the Northern Workforce Region of New Mexico.

The development and implementation of a comprehensive workforce system requires teamwork and collaboration between all the partners and the NALWDB.

Identified WIOA partners aim to effectively meet the regional workforce demand and the employment needs of individuals who are unemployed or underemployed and are lacking the education and training needed for gainful employment. The Partners and the NALWDB agree to collaborate to implement an effective integration of workforce services.

In an effort to achieve this shared purpose, all identified partners agree to:

- Collaborate to provide Integrated Education Training (IET) through concurrent enrollment programs that include adult education, post-secondary, and employment services that enable students to reach the goals of:
  - Strengthening basic skills, including English language skills
  - Earning an HSE credential (if lacking one)
  - Completing a postsecondary credential
  - Passing industry certification exams if applicable
  - Obtaining sector employment if applicable
- Support recruitment of the targeted population with marketing, awareness building, and referring individuals.
- Facilitate collecting, sharing, matching data to support for reporting and evaluating effectiveness.
- Ensure representation at collaboration meetings.
- Facilitate the training and cross-training of WIOA partners and stakeholders in the region.
- Foster connections with industry partners to ensure industry support for:
  - Referral of potential participants to workforce training programs
  - Meetings with collaborators and/or funders to offer input and feedback
  - Paid or unpaid internships for IET program graduates. (apprenticeships are a priority in NM)
  - Job placement for program graduates.

**A. Luna Community College agrees to:**

**College & Career Readiness Institute, Adult Education program agrees to:**

1. Establish, coordinate, and implement adult education courses in support of career pathways and workforce training preparation, to provide services to eligible participants recruited from all partner agencies.
2. Offer contextualized, standards-based instruction for basic skills.

3. Assess participant academic progress in basic skills, monitor student progress and support, provide tracking and reporting.
4. Provide the instruction and support needed for students to attain their high school equivalency credential, if needed.
5. Provide instruction in English language acquisition in support of successful participation in the workplace, school, and in the community.
6. Plan and facilitate meetings of collaborating partners.
7. Share in the participant recruitment, data collection and reporting efforts.
8. Co-develop, co-plan, and co-evaluate, in partnership with college faculty and workforce staff, workforce training programs in high demand industry sectors.

**Luna Community College, executive team agrees to:**

1. Provide the administrative support necessary to ensure that IBEST participants succeed.
2. Ensure access to the necessary facilities and instructional technology.
3. Provide the marketing and student services need to support recruitment.

**B. The Northern Area Local Workforce Development Board, workforce connections, and Title 1 Service Provider agrees to:**

1. Subject to funding availability, eligible adult education students will have priority access to WIOA Title 1 funds and other available funding to support their participation in IET and performance incentive programs. Title 1 service providers:
  - Coordinate orientations scheduled prior to the start of each semester, on-site at partner locations when possible.
  - Work closely with Adult Education partner staff to ensure eligible participants receive training funds and enroll into training program classes.
  - Provide incentives for youth who reach identified academic benchmarks in adult education programs.
  - Case management for participants enrolled in a career pathway or workforce training program.
  - Training assistance and support for participants in finding additional financial resources to pay for career and technical training.
  - Coordinate opportunities for participants to interact with local employers via class visits and job fairs on campus, when applicable.
  - Support for participants with employment related costs such as certifications, licenses, uniforms, and tools.

Provide Job search support.

2. Support Adult Education students with employability training in areas such as career exploration, professionalism in the workplace, resume development, and interviewing, at one-stop sites and within the classroom setting as appropriate.
3. Enroll adult education participants in workforce online connections system when applicable.
4. Share in the participant recruitment, data collection and reporting efforts.

**C. Term of Agreement**

This agreement is for the period July 1, 2020 until June 30, 2022 and can be amended or extended to June 30, 2024 if necessary.

**D. Records Retention**

Per state statute 1.20.3.953 records must be retained for six years after termination of grant and an audit of such records may be requested at any point in time by Luna Community College. A copy of the most current audit report must be submitted no later than January 15<sup>th</sup> of the following year to LCC's Fiscal office and office of Finance & Administration, 366 Luna Drive; Las Vegas, NM 87701

**E. Liability**

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this MOA. Any liability incurred in connection with the MOA is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1 et seq., NMSA 1978 as amended. In the event of either party's breach of this MOA, the other party's sole and exclusive remedy shall be the right to terminate this MOA. In no event shall either party have liability for either incidental or consequential damages resulting from or arising in connection with this Memorandum of Agreement.

**F. Termination Notice**

Either party may terminate this agreement with 90 days written notice. In case of such termination, all responsibilities incurred prior to such notice of termination pursuant to this agreement shall be carried out.

**The undersigned agree that this document represents the agreement between Luna Community College and the Northern Areas Local Workforce Development Board.**

---

Kenneth Patterson, Interim President  
Luna Community College

Date

---

01/07/2021

## Adult Education Local Program Annual Report

2020-2021

Date

Lisa Bentson, Program Manager, College & Career Readiness Institute, Adult Education  
Luna Community College

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Date

Lisa Ortiz, Executive Director  
Northern Area Local Workforce Development Board

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Date

Joseph Weathers, Board Chair  
Northern Area Local Workforce Development  
Board



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

**July 1, 2020 - June 30, 2023**

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

**LEGAL AUTHORITY**

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

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

## **PURPOSE**

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

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

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

## **SYSTEM STRUCTURE**

### **NALWDB American Job Centers**

Within the Northern Region, there are two comprehensive one-stop centers (Santa Fe County and San Juan County), and four affiliate American Job Centers. These centers were established under the Workforce Investment Act of 1998 and continued by the Workforce Innovation and Opportunity Act. All centers offer WIOA Title I.B Adult, Dislocated Worker, and Youth Services, Title III Wagner-Peyser services, and provide for both staff assisted and self-directed services and access to Unemployment Insurance via the telephone or through the resource center facilities with staff assistance available.

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

Office hours for all American Job Centers within the Northern Region are Monday through Friday 8:00 AM to 5:00 PM. In addition to the business hours in the centers, customers, including individuals and businesses, can contact the Northern Region American Job Centers by phone at (505) 776-4358, or request assistance at a dedicated website ([www.nnmworkforceconnection.com](http://www.nnmworkforceconnection.com)).



**Adult Education Local Program Annual Report****2020-2021****NALWDB PARTNERS**

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

<b>Partner Program</b>	<b>Partner Organization</b>	<b>Authorization / Category</b>
<b>Co-Located Partners at One-Stop America's Job Centers</b>		
Wagner-Peyser Employment Services	NM Dept. of Workforce Solutions	Wagner Peyser Employment Services (ES) program, authorized under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), as amended by Title III of WIOA, also providing the state's public labor exchange.
Jobs for Veterans State Grants	NM Dept. of Workforce Solutions	Jobs for Veterans State Grants (JVSG) authorized under chapter 41 of title 38, U.S.C.
Trade Adjustment Assistance	NM Dept. of Workforce Solutions	Trade Adjustment Assistance (TAA), authorized under chapter 2 of title II of the Trade Act of 1974 (19 U.S.C. 2271 et seq.)
WIOA Adult Dislocated Workers, and Youth Program	Help New Mexico	WIOA title I Adult Dislocated Workers, and Youth Program - WIOA Act of 2014

<b>Partner Program</b>	<b>Partner Organization</b>	<b>Authorization / Category</b>
<b>Partners Not Co-located at One-Stop America's Job Centers</b>		
NM Department of Vocational Rehabilitation Services	NM Department of Vocational Rehabilitation Services	State Vocational Rehabilitation (VR) program authorized under title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.), as amended by title IV of WIOA
Unemployment Insurance Reemployment Services and Eligibility Assessment	NM Department of Workforce Solutions	Budget Control Act, 2016 WIOA Act of 2014
Temporary Assistance for Needy Families (TANF)	NM Human Services Department.	Temporary Assistance for Needy Families (TANF)
Title V-Senior Community Services Employment	NM Aging and Long Term Services	Senior Community Service Employment Program (SCSEP), authorized under Title V of the

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		Older Americans Act of 1965 (42 U.S.C. 3056 seq.)
Senior Community Service Employment Program (SCSEP)	Goodwill Industries of New Mexico	Senior Community Service Employment Program (SCSEP), authorized under Title V of the Older Americans Act of 1965 (42 U.S.C. 3056 seq.)
Adult Basic Education	Dine College Consortium, Luna Community College, NMSU Grants, Northern New Mexico College, San Juan College, Santa Fe Community College, UNM-Los Alamos, UNM-Gallup, UNM-Taos	WIOA Title II Adult Education and Family Literacy Act (AEFLA) Program.  NNMC obligations are described in Appendix A., following the signature page.

## TERMS AND CONDITIONS

### Services

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

### Business Services

Serve as a single point of contact for businesses, responding to all requests in a timely manner	Provide information of services related to Unemployment Insurance taxes and claims	Assist with disability and communication accommodations, including job coaches
Conduct outreach regarding Local workforce system's services and products	Conduct on-site / off-site Rapid Response activities regarding closures and downsizings	Develop On-the-Job Training (OJT) contracts, incumbent worker contracts, or pay-for-performance contract strategies
Provide access to labor market information	Provide customized recruitment and job applicant screening, assessment, and referral services	Provide employer and industry cluster-driven Occupational Skills Training through Individual Training Accounts with eligible training providers

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Assist with the interpretation of labor market information	Conduct and or assist with job fairs and hiring events	Develop customized training opportunities to meet specific employer and/or industry cluster needs
Use of one-stop center facilities for recruiting and interviewing job applicants	Consult on human resources & Business Development issues	Coordinate with employers to develop and implement layoff aversion strategies
Post job vacancies in the state labor exchange system and take and fill job orders	Provide information regarding disability awareness issues	Provide incumbent worker upgrade training through various modalities
Provide information regarding workforce development initiatives and programs	Provide information regarding assistive technology and communication accommodations	Develop, convene, or implement industry or sector partnerships

**Job Seeker Services**

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

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Performance information and program costs for eligible providers of training, education, and workforce services	Literacy activities related to work readiness	Programs that combine workplace training with related instruction which may include cooperative education
Information on performance of the local workforce system	Individual counseling and career planning	Training programs operated by the public and private sector
Information on the availability of supportive services and referral to such, as appropriate	Case management for customers seeking training services; individual in and out of area job search, referral, and placement assistance	Skill upgrading and retraining
Information for Unemployment Insurance claim filing	Work experience, transitional jobs, registered apprenticeships, and internships	Entrepreneurial training
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:	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
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	
Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster	Leadership development opportunities, which may include community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors, as appropriate
Supportive services	Adult mentoring for the period of participation and a subsequent period, for a total of not less than 12 months

Follow-up services for not less than 12 months after the completion of participation, as appropriate	Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral, as appropriate
Financial literacy education	Entrepreneurial skills training
Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration services	Activities that help youth prepare for and transition to postsecondary education and training

## Roles Responsibilities of the Partners

### All Parties to this agreement shall comply with:

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

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

### Additionally, all Parties shall:

- Collaborate and reasonably assist each other in the development of necessary service delivery protocols for the services outlined in the Partner Services section above;

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

### **Chief Elected Official**

The CEO's for the NALWDB will:

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

### **Northern Area Labor Workforce Development Board**

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

The NALWDB will:

- In Partnership with the CEO's and other applicable Partners within the Northern Area, develop and submit a single regional plan that includes a description of the activities that shall be undertaken by NALWDB and their Partners;
- In collaboration and Partnership with the CEO's and other applicable Partners within the planning region, develop the strategic regional vision, goals, objectives, and workforce-related policies;
- In cooperation with the Local CEO's design and approve the NALWDB American Job Centers network structure. This includes, but is not limited to:
  - Adequate, sufficient, and accessible one-stop center locations and facilities;
  - Sufficient numbers and types of providers of career and training services (including eligible providers with expertise in assisting individuals with disabilities and eligible providers with expertise in assisting adults in need of adult education and literacy activities);
  - A holistic system of supporting services; and
  - A competitively procured one-stop operator.
- In collaboration with the CEO's, designate through a competitive process, oversee, monitor, implement corrective action, and, if applicable, terminate the one-stop operator(s);
- Determine the role and day-to-day duties of the one-stop operator;
- Approve annual budget allocations for operation of the American Job Centers network;
- Help the one-stop operator recruit operational Partners and negotiate MOUs with new Partners;
- Leverage additional funding for the NALWDB American Job Centers network to operate and expand one-stop customer activities and resources; and



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

### **One-Stop Operator**

The Northern Area Local Workforce Development Board One-Stop Operations Manager will designate from Partner staff a Site Manager who will act as “functional leaders” for their designated office. As such, they will have the authority to organize and supervise Partner staff, to optimize and streamline service delivery efforts. Formal leadership, supervision, and performance responsibilities will remain with each staff member’s employer of record. The one-stop operator, through the Center Managers, will at a minimum facilitate daily operations, including but not limited to:

- Manage and coordinate Partner responsibilities, as defined in this MOU;
- Implement board policy;
- Manage hours of operation, including any possible once weekly extended hours of operation;
- Work with Partners to coordinate daily work schedule and ensure sufficient staff availability to ensure service coverage during all work hours;
- Assist the NALWDB in establishing and maintaining the American Job Center network structure. This includes but is not limited to ensuring that State requirements for center certification are met and maintained, ensuring that career services such as the ones outlined in WIOA sec. 134©(2) are available and accessible, ensuring staff are properly trained by their formal leadership organizations and provided technical assistance as needed, ensuring that NALWDB policies are implemented and adhered to;
- Provide guidance and leadership to ensure NALWDB American Job Centers policies and procedures are clearly communicated and followed;
- Provide guidance and leadership to ensure compliance with all Federal regulations related to WIOA, state and local policies are implemented accordingly. Additionally, ensure provisions of the U. S. Department of Labor Statement 29 CFR 38 Implementation of Nondiscrimination and Equal Opportunity are understood and followed.
- Integrate systems and coordinate services for the center and its Partners, placing priority on customer service;
- Integrate Workforce Service Delivery, as defined by WIOA, means organizing and implementing services by function (rather than program), when permitted by a program’s authorizing stature and as appropriate, and by coordinating policies, staff communication, capacity building, and training efforts;
- Establish and sustain relationships with NALWDB American Job Centers partners with a focus on creating opportunities to engage in shared planning, visioning, continuous improvement, and program outcomes and evaluation;
- Ongoing identification and development of community partners to engage in workforce systems activities that lead to improvements in community awareness or engagement in workforce development strategies; and enhanced interest in organizations and businesses to use NALWDB American Job Centers services;
- Support the implementation of continuous quality improvement approaches and methodologies to enhance the system effectiveness. Examples include, but are not limited to: adoption of change principles to directly enhance flow of service delivery, improve customer, and staff satisfaction; increased administrative efficiencies or improved funding leverage, youth friendly and youth engaged approaches, and inclusion of individuals with disabilities across all programs;
- Identify and coordinate capacity-building activities to improve the effectiveness and performance of partners working with and within the NALWDB American Job Centers; including youth services and programs for individuals with disabilities;

- Facilitate opportunities for shared learning and training;
- Convene regular meetings of all Partner agencies and organizations to support full engagement and share leadership in the organizing and developing of ongoing activities and processes; including youth services and programs for individuals with disabilities;
- Actively engage in opportunities to share leadership with all partners by creating opportunities to report, present, and share activities, such as through local board and committee meetings, community forums, and other appropriate settings throughout the Northern Area;
- Assure the NALWDB American Job Centers comply with all required customer support and information as required under local, state and federal regulations;
- Collaborate with partners to facilitate and participate in special projects such as job fairs, business driven workshops, and be responsible for communicating employers' needs to the American Job Centers partners;
- Oversee and coordinate partner, program, and NALWDB's American Job Centers network performance, including but not limited to:
  - Providing and/or contributing to reports of center activities, as requested by the NALWDB
  - Providing input to the formal leader (partner program official) on the work performance of staff under the review
  - Identifying and facilitating the timely resolution of complaints, problems, and other issues
  - Collaborating with the NALWDB on efforts designed to ensure the meeting of program performance measures, including data sharing procedures to ensure effective data matching, timely data entry into the case management systems, and coordinated data batch downloads (while ensuring the confidentiality requirements of FERPA, 34 CFR 361.38, and 20 CFR part 603)
  - Ensuring open communications with the formal leader(s) in order to facilitate efficient and effective center operations
  - Evaluating customer satisfaction data and propose service strategy changes to the NALWDB based on findings
- Manage fiscal responsibilities and records for the center. This includes assisting the NALWDB with cost allocations and the maintenance and reconciliation of one-stop center operation budgets;
- Other duties as outlined by local, state and federal regulations for the One-Stop Operator.

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



## Partners

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

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

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

## Data Sharing

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

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

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

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

All one-stop center and Partner staff will be trained in the protection, use, and disclosure requirements governing PII and any other confidential data for all applicable programs, including FERPA-protected education records, confidential information in UI records, and personal information in VR records.

### Confidentiality

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

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

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

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

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

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

### Referrals

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

- Familiarize themselves with the basic eligibility and participation requirements, as well as with the available services and benefits offered, for each of the Partners' programs represented in the NALWDB American Job Centers network;
- Develop materials summarizing their program requirements and making them available for Partners and customers;

- Develop and utilize eligibility determination, assessment, and registration forms / processes;
- Provide substantive referrals – in accordance with the NALWDB Referral Policy – to customers who are eligible for supplemental and complementary services and benefits under partner programs;
- Regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys;
- Commit to robust and ongoing communication required for an effective referral process; and
- Commit to actively follow up on the results of referrals and assuring that Partner resources are being leveraged at an optimal level.

**Accessibility**

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

**Physical Accessibility**

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

**Virtual Accessibility**

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

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

**Communication Accessibility**

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

**Programmatic Accessibility**

All Partners agree that they will not discriminate in their employment practices or services on the basis of gender, gender identity and/or expression, age, race, religion, national origin, disability, veteran's status, or on the basis of any other classification protected under state or federal law. Partners must assure that they have policies and procedures in place to address these issues, and that such policies and

procedures have been disseminated to their employees and otherwise posted as required by law. Partners further assure that they are currently in compliance with all applicable state and federal laws and regulations regarding these issues.

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

## **Outreach**

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

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

## **Dispute Resolution**

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

- All Parties are advised to actively participate in local negotiations in a good faith effort to reach an agreement. Any disputes shall first be attempted to be resolved informally;
- Should informal resolution efforts fail, the dispute resolution process must be formally initiated by the petitioner seeking resolution. The petitioner must send a notification to the NALWDB Board Chair (or designee) and all Parties to the MOU regarding the conflict within 10 business days;

- The NALWDB Board Chair (or designee) shall place the dispute on the agenda of a special meeting of the Local WDB's Executive Committee, which is composed of the Chair of each NALWDB committee – (1) Executive Committee, (2) Workforce Consultation Performance Committee, (3) Youth Committee, (4) Finance Committee, (5) Rules Committee, for a total of five (5) individuals. The Executive Committee shall attempt to mediate and resolve the dispute. Disputes shall be resolved by a two-thirds majority consent of the Executive Committee members present;
- The decision of the Executive Committee shall be final and binding unless such a decision is in contradiction of applicable State and Federal laws or regulations governing the Partner agencies;
- The right of appeal no longer exists when a decision is final. Additionally, final decisions will not be precedent-setting or binding on future conflict resolutions unless they are officially stated in this procedure;
- The Executive Committee must provide a written response and dated summary of the proposed resolution to all Parties of the MOU; and
- The NALWDB Board Chair (or designee) will contact the petitioner and the appropriate Parties to verify that all are in agreement with the proposed resolution;
- By law, third party disputes will be handled by the Governor's office.

### **Monitoring**

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

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

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

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

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

The Parties specifically agree that they will comply with Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule December 2, 2016), the Americans



with Disabilities Act (42 U.S.C. 12101 et seq.), the Non-traditional Employment for Women Act of 1991, titles VI and VII of the Civil Rights of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1967, as amended, title IX of the Education Amendments of 1972, as amended, and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR Part 37 and 38.

**Indemnification**

All Parties to this MOU recognize the Partnership consists of various levels of government, not-for-profit, and for-profit entities. Each party to this agreement shall be responsible for injury to persons or damage to property resulting from negligence on the part of itself, its employees, its agents, or its officers. No Partner assumes any responsibility for any other party, State or non-State, for the consequences of any act or omission of any third party. The Parties acknowledge the NALWDB and the one-stop operator have no responsibility and/or liability for any actions of the one-stop center employees, agents, and/or assignees. Likewise, the Parties have no responsibility and/or liability for any actions of the NALWDB or the one-stop operator.

**Severability**

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

**Drug and Alcohol-Free Workplace**

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

**Certification Regarding Lobbying**

All Parties shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. Section 1352), 29 C.F.R. Part 93, and 34 CFR part 82, as well as the requirements in the Uniform Guidance at 2 CFR 200.450. The Parties shall not lobby federal entities using federal funds and will disclose lobbying activities as required by law and regulations.

**Debarment and Suspension**

All Parties shall comply with the debarment and suspension requirements (E.O. 12549 and 12689) and 2 CFR part 180 and as adopted by the U.S. Department of Labor at 29 CFR part 2998 and by the U.S. Department of Education at 2 CFR 3485.

**Priority of Service**

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

**Buy American Provision**

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

**Salary Compensation and Bonus Limitations**

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

**Non-Assignment**

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

**Governing Law**

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

**Steps to Reach Consensus****1. Notification of Partners**

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

**2. Negotiations**

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

**3. Draft MOU**

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

**4. Review and Comment**

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

**5. Finalized Draft**

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

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

**MOU Modification Process****1. Notification**

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

**2. Discussion/Negotiation**

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

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



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

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

### **3. Signatures**

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

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

### **Termination**

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

- All Parties mutually agree to terminate this MOU prior to the end date;
- Federal oversight agencies charged with the administration of WIOA are unable to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this MOU succeeding the first fiscal period. Any party unable to perform pursuant to MOU due to lack of funding shall notify the other Parties as soon as the party has knowledge that funds may be unavailable for the continuation of activities under this MOU;
- WIOA is repealed or superseded by subsequent federal law;
- Local area designation is changed under WIOA; and
- A party breaches any provision of this MOU and such breach is not cured within thirty (30) days<sup>15</sup> after receiving written notice from the NALWDB Board Chair (or designee) specifying such breach in reasonable detail. In such event, the non-breaching party(s) shall have the right to terminate this MOU by giving written notice thereof to the party in breach, upon which termination will go into effect immediately.

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

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

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

**Effective Period**

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

**One-Stop Operating Budget**

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

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

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

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

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

All Partners must negotiate in good faith and seek to establish outcomes that are reasonable and fair.

New Mexico  
Workforce Connection

*A Proud Partner of the American Job Center Network*



**Authority and Signature**

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

By signing my name below, I \_\_\_\_\_, certify that I have read the above information. All of my questions have been discussed and answered satisfactory.

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

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

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

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

The Infrastructure Funding Agreement (IFA) PY20/FY21

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

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

\_\_\_\_\_  
Partner/Agency Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Agency Contact Information

\_\_\_\_\_  
NALWDB Board Chair Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Joseph Weathers  
NALWDB Chair Printed Name and Title

Northern Area Local Workforce Development Board  
525 Camino De Los Marquez, Santa Fe, New Mexico 87505, United States  
(505) 986-0363 Mailing Address: 1000 Cordova Place PMB 810 Santa Fe, NM 87505

## **Professional Development**

### **List of Professional Development for Lisa Bentson**

#### **Online Training, Conferences, and Classes**

Career Pathways with Jeff Fontaine, July 1, 2020 – December 31, 2020

Motivational Coaching Course, May 2020-July 2020 (Received Certificate of Completion)

NMAEA Virtual Teacher's Institute, September 17-18, 2020

#### **Webinars:**

Tech Talk: Google Forms Workshop, October 16, 2020

Tech Talk: Google Sites Workshop, October 30, 2020

Tech Talk: Low Tech High Impact, November 13, 2020

Tech Talk: Jam with Jamboard, November 20, 2020

### **List of Professional Development for Cindy Armijo**

#### **Online Training, Conferences, and Classes**

Career Pathways with Jeff Fontaine, July 1, 2020 – December 31, 2020

Motivational Coaching Course, May 2020-July 2020 (Received Certificate of Completion)

NMAEA Virtual Teacher's Institute, September 17-18, 2020

#### **Webinars:**

Anti-Racist Educator Training, July 7, 2020

USDLA- Remote Learning: Turning Obstacles into Opportunities, October 10, 2020

Tech Talk: Google Forms Workshop, October 16, 2020

Simple K-12: Using Zoom Video Conferencing Tools for Student Engagement, October 20, 2020

Simple K-12: Teaching with Bitmoji: Where Pop Culture Meets Education, October 28, 2020

Tech Talk: Google Sites Workshop, October 30, 2020

COABE: Collaborative Partnerships to Drive Program Improvement, November 4, 2020

Tech Talk: Google Classroom Workshop, November 6, 2020

Tech Talk: Low Tech High Impact, November 13, 2020

COABE: Making Measurable Skills Gains That Point to Student Success, November 16, 2020

Tech Talk: Jam with Jamboard, November 20, 2020

COABE: WIOA Innovations: One Stop Operator, November 30, 2020

Tech Talk: Mental Health Resources for Students and Educators, December 4, 2020

COABE: Applied Digital Skills Training, December 7, 2020

COABE: Lean On Me: Supporting the Online Classroom with Coaching, December 18, 2020

How to Use Motivational Interviewing to Empower Clients, January 5, 2021

Setting the Organizational Thermostat to Abundance: The Role of Trauma and Addiction in Finances, January 8, 2021

SimpleK-12: Creating Templates and Worksheets in Google Slides, January 10, 2021

Tech Talk: Google FUNdamentals, January 22, 2021

Simple K-12: Jamboard: Sparking Collaboration with Digital Whiteboard, January 24, 2021

Tech Talk: How To: Transition to Teach ELA Online, January 28, 2021

Trauma Informed Teaching, January 28, 2021

Tech Talk: How To: Transition to Teach ELA Online Workshop, February 4, 2021