

**Annual Program Report
Cover Page**

Program Name:	Adult Education	
Institution or Organization:	Gordon Bernell Charter School	
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City:	Albuquerque	
County:	Bernalillo	
Zip:	87107	
Main Phone:	505-916-8618	
Website:	gordonbernell.org	
Social Media:		
Workforce Region(s) Served:	Central	
New Mexico Counties Served:	Bernalillo	
Submission Date:	9/1/22	
Program Director, Manager, or Coordinator Name and Title:	Beth Dorado - Director	
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Elizabeth Dorado

Signature of the Chief Executive Officer or Designee

9/1/22

DATE

Elizabeth Dorado - Director

Typed Name and Title:

Section I. Program Narrative Report

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

1. Describe your program briefly. 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. You may reference AEFLA allowable activities from WIOA Sec. 203 (<https://wioaplans.ed.gov/node/37896>). Allowable activities that are specifically related to WIOA Sec. 243 (IELCE) or WIOA Sec. 225 (Corrections) are covered in this report template in Section VII and Section VIII, respectively.

In 2021-2022 Gordon Bernell launched its Adult Education program offering the following services:

- Adult Education
- Literacy

These programs were launched at two campus locations: Metropolitan Detention Center (MDC) and the North 4th (N4th) Gordon Bernell Charter School (GBCS) campus located downtown Albuquerque, a community space and a transition space for students leaving incarceration. The MDC location launched in October of 2021, enrolling students at that time, but due to jail staffing restrictions and COVID-19 quarantine lockdown protocols, the program was limited. Although staff prepared materials to drop off and pick up, most students were unable to test and classes were not allowed until March of 2022.

The N4th campus was able to enroll students throughout the 2021-2022 school year but faced pandemic-related challenges and lockdowns, forcing the program to transition into remote learning several times.

During the 2022-23 school year, Gordon Bernell will continue providing Adult Education and Literacy services at MDC and the North 4th campus during evening hours. In addition, services will be provided during the day at Workforce Connections of Central New Mexico in Albuquerque; and during evenings at Polk Middle School. Inside MDC, GBCS is currently serving three populations: inside one female housing unit and two male housing units with different classifications. Students are encouraged to continue their studies upon release at a GBCS community campus or other adult education provider.

2. Highlight any significant changes in staffing, programming, target populations or goals since the last report. If you are a new Director, please consider including a summary of your personal goals and priorities as a leader.

As of the 2021-2022 school year, GBCS was a new Adult Education program and has therefore not submitted a prior report. GBCS historically provided high school diploma pathways for students of all ages. 2018 age cap legislation barred the school from enrolling students over the age of 22, although GBCS was given a grace period to establish an Adult Education program and transition aged out students to the newly established program. In establishing this program, GBCS hired an Adult Education Coordinator at the beginning of the 2021-2022 school year with the intention of launching the NMHED-funded Adult Education program. The GBCS Adult Education Coordinator on-boarded two full-time and four part-time Adult Education program instructors.

GBCS did not renew the Adult Education Coordinator's contract and decided against hiring a replacement, choosing instead to assign program and staff coordination to existing members of the leadership team. Daytime community services are also shifting from our North 4th campus to the Workforce Connections one-stop center 22-23.

Program goals and priorities are focused on increased professional development related to the understanding and improvement of measurable skills gains, credential attainment and employment opportunities. The

Development of Workforce Preparation activities and Integrated Education and Training Activities are secondary goals.

3. How is your program continuing to respond to the changing pandemic landscape? Characterize the current status of your programming with respect to in-person classes and hybrid or distance learning. How are challenges evolving? What is planned for the fall? How do you intend to keep incorporating digital literacy, distance learning, and considerations about digital equity into your program practices?

Inside MDC, GBCS works within the facility's comprehensive COVID protocols. Inmates and staff undergo regulated surveillance testing and possible exposure is mitigated through responsive quarantines. MDC security staffing shortages, however, currently pose a higher risk of limiting student access than COVID restrictions. Despite both challenges, students have been averaging approximately 4-6 hours of direct services weekly since returning this fall. Class time is split between whole group lessons and time spent on online skill-building programs such as Reading Plus and Ascend Math. Students are provided with individualized packets to complete outside of class. This model is significantly different than the services provided during the 2021-22 school year when access was limited by more restrictive COVID protocols. From July 2021 to early March 2022, students did not have access to classrooms and had severely limited time on computers; 'distance learning' within the facility was difficult to implement. Whenever direct instruction or time with technology is restricted, GBCS supplements with remote learning practices utilized by the high school program. These practices include individualized modules in the form of paper packets to allow students to work on course material if teachers are unable to meet with students (in the event of a lockdown or a quarantine.) In extreme cases of past COVID outbreaks, teachers have also gone remote, leading to correspondence through the mail and/or on jail supported video visits.

It is also notable, the MDC GBCS campus has a large waiting list of over 150 potential students with many interested students who have been waiting for over a year. GBCS is unable to meet this need for a variety of reasons. Interested inmates are often unable to transfer their housing assignment to a school pod due to MDC's COVID restrictions and insufficient staffing. Additionally, GBCS does not currently have the funding to support an expansion to other areas of the facility. GBCS hopes to collaborate with MDC to offer a more response program in the future.

In the community—at all other campuses—students are now held accountable to a minimum of four hours weekly, which can be a combination of class attendance and independent study on the same online platforms. Consistent students are eligible to check out both Chromebooks and hotspots to support home study. This hybrid approach allows for flexibility if COVID requires less in-person contact and more distance learning. Changes from last year include the inclusion of mandated stand and deliver classes in addition to home study.

4. List and provide a *brief* description of current partnership arrangements your program has with other agencies or organizations for the delivery of adult education & literacy activities, including support services. For each partnership listed, indicate level of formality: formal or informal. A **formal** partnership involves a written agreement between the partners (MOA or MOU) to specify roles and expectations and generally govern the relationship, while **informal** partnerships involve some form of ongoing and consistent mutual support and regular communication, but the relationship isn't formally governed by a written agreement.

Partner	Formality	Description
MDC Metropolitan Detention Center	Formal	GBCS leases space inside MDC, providing in-kind services in return for classroom and office space, and access to students.
WCCNM Workforce Connections of Central New Mexico	Formal	GBCS leases office space for advisement and coordination and has reserved community classroom space inside WCCNM to hold stand and deliver classes.
APS Albuquerque Public Schools - Title I	Formal	APS finances evening classes at North 4th and Polk Middle School. GBCS provides family engagement events at Title I schools and promotes adult education services.
UNMH University of New Mexico Hospital	Formal	UNMH finances Pathway Navigation, structured casework services to connect students to social service supports.
NIYC National Indian Youth Council	Formal	Eligible urban native co-enrolled students can receive a stipend to support their educational efforts with GBCS.
CNM Central New Mexico Community College	Formal	This alliance provides guidance for enrollment in non-credit Adult Education, Associate degrees and/or certificate programs through coordinated student support and enhanced advising between CNM and GBCS.
AGC / NCCER Associated General Contractors / National Center for Construction Education and Research	Informal	GBCS implementing a pre-apprenticeship program resulting in CORE certification. A formal MOU is in development.
DOC Department of Corrections	Informal	Alignment of services and transitional support between MDC and DOC as well as DOC and community services. A formal MOU has been discussed.

Section II. Core Indicators of Performance 2021-2022

Please enter the following information regarding core indicators of performance for your program and use this information for answering the narrative prompts in Section III.

Performance Measure	Negotiated Level of Performance Program Year 2021-2022	Program Performance 2021-2022
Measurable Skill Gain (MSG)	37.1%	9.09%
Credential Attainment Rate	20.4%	0%
Employment (Second Quarter After Exit)	25%	0%
Employment (Fourth Quarter After Exit)	35.3%	0%
Median Earnings (Second Quarter After Exit)	\$3,220.00	\$0

GBCS believes that most students who exited in 2021-22 will show up on future quarterly reports.

Section III. Evaluation of Program Effectiveness

1. Analyze how your program performed relative to the target levels of performance we negotiated with OCTAE (U.S. Department of Education, Office of Career, Technical, and Adult Education) See Section II above. For each performance indicator, indicate whether your program met, exceeded, or fell short of these negotiated target levels. Please reflect on the reasons and support your answer with data.

Measurable Skill Gains: During the 2021-2022 SY, GBCS fell below the target level. Inside MDC, student access was severely limited by COVID and jail understaffing. In the community, internal policies and procedures did not align with best practices. Student expectations regarding the frequency and intensity of instruction were not addressed at enrollment, so many community students earned hours without having exposure to any targeted intervention. Pre- and post-testing was irregular and not connected to readiness to demonstrate skill gains. Data was not being systematically collected nor reviewed to support the coordination of services.

These programmatic shortcomings were connected to a challenge in Adult Education Coordinator leadership and communication. GBCS has since worked closely with NMHED to identify these issues and develop systems to address these issues in the future. GBCS is committed to improving data collection and student experience moving forward with the guidance of NMHED.

Credential Attainment Rate: Last year, GBCS fell below the target level. Inside MDC, student access was severely limited by COVID. Over 90% of our participants also qualified for Adult Literacy support, signifying they were reading at

or below the 6th grade level at enrollment. While some did manage measurable skill gains, they were not good candidates for pursuing the equivalency without additional time for skill building.

Employment (Second Quarter After Exit)The GBCS Adult Education program has not existed long enough to provide data for this indicator.

Employment (Fourth Quarter After Exit): The GBCS Adult Education program has not existed long enough to provide data for this indicator.

Median Earnings (Second Quarter After Exit): The GBCS Adult Education program has not existed long enough to provide data for this indicator.

2. For any indicator for which your program failed to meet the negotiated targets, what is your strategy to improve outcomes?

GBCS has experienced a major shift in transitioning from a high school for adults to an adult basic ed program. After the 21-22 SY, the school better understands the major challenges, and has envisioned viable solutions. The work this fall is in communicating the internal policy shifts and getting all staff members on board to understand some of the major differences. Understanding the difference between NRS participants and completers, best practices for instructional hours and post testing and having shared definitions of MSGs are foundationally important for all staff members involved. Formalizing and reinforcing expectations for student participation in the form of a student handbook and standardization in enrolling and disenrolling disengaged students is also important.

3. Consider your performance data from the last and previous program years. What trends do you see? (Note: If you need help obtaining such data, reach out to Katya.)

Due to the program's infancy, GBCS has yet to establish trends. GBCS will use the data from the 2021-2022 school year to inform practices put into place during the upcoming year.

4. Describe how your program currently uses data to improve the quality and efficacy of services provided. *Be specific.* If you are a new Director, gather information from staff to report historical approaches, and then briefly outline how your own strategies may maintain and/or modify past practices to support continuous improvement. If you are an established Director, describe strategies you intend to use in the coming year to promote continuous improvement.

GBCS was founded in 2008 as an educational pathway for learners of all ages. While GBCS is new to the NMHED Adult Education program and the expectations of that program, the school has a long tradition of employing data-informed practices in the classroom. Now that GBCS has a better understanding of the data expectations and programmatic requirements of the NMHED Adult Education programming, GBCS plans to blend Adult Education expectations with the data-informed practices used in the GBCS high school program. These data informed best practices include:

- Using short cycle assessment to inform students of gaps in skill acquisition and progress towards equivalency prep;
- Developing Individualized Learning Plans (ILPs) which require all students to set regular academic goals. Systematic check-ins are built in throughout the semester;
- Tracking instructional hours and skill attainment to intentionally time post-testing in order to maximize MSG attainment;
- Development of a Student Achievement Team (SAT) that will require all Adult Education instructors to meet on a weekly basis to discuss student progress and best practices to engage students who have had poor attendance or are struggling with curriculum.

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. Fill out the chart for common career and training services applicable to AEFLA programs. *For definitions of career and training services, how to calculate these costs, and other guidance, please read the appendix to this report template. Do not fill this out without reading the entire appendix.*

Career and Training Services Applicable to AEFLA	Category of Service	Total Number of Participants Who Received This Service	Average FEDERAL FUNDS Expenditure per Participant, Excluding Administrative Costs	Total FEDERAL FUNDS Expenditure for This Service, Excluding Administrative Costs, for Program Year 2021-2022
Outreach, intake, and orientation information	Career Service	198	80	15,840
Initial assessment of skill levels including literacy, numeracy, and English language proficiency, as well as aptitudes, abilities, and supportive services needs	Career Service	113	80	9,040
Referrals to and coordination of activities with other programs and services.	Career Service	7	40	280
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	3	40	120
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	19	0	0
Integrated Education and Training (IET) programs	Training Service	0	0	0
Grand Totals:				25,280

2. In addition to the New Mexico State Combined Plan (link provided earlier, in Section I), each of the 4 workforce regions in New Mexico (Northern, Central, Eastern, Southwestern) must develop and implement its own Local Area Plan every four years. Local Workforce Development Board (LWDB) websites with links to Local Plans can be found here:

<https://www.dws.state.nm.us/en-us/Workforce-Boards> Aside from the general fact of providing Adult Education services to people with barriers to employment, how is your program specifically working to serve the unique regional needs and priorities identified in the Local Plan?

One of the identified barriers to employment cited in the Central New Mexico LWDB is:

- There are sometimes obstacles that many of the programs and funding streams have their own unique set of eligibility requirements and outcome measurements which can be limiting as well as create confusion for the customer.

The above LWDB barrier refers to organizational silos that create barriers and an encouragement of WIOA programs to find ways to address these barriers. GBCS was founded in 2008 to primarily serve students experiencing incarceration, and to support their successful transition from incarceration to the greater Albuquerque community through education. Individuals experiencing incarceration or transitioning out experience barriers to gaining access to healthcare, employment, obtaining safe housing, and a myriad of essential services. GBCS has years of experience creating partnerships with relevant service providers and community leaders that allow them to support students navigating these barriers and silos. This experience allows GBCS to serve the unique needs of formerly incarcerated individuals, who experience huge barriers to employment.

3. Describe specific activities and strategies your organization has implemented to partner with the LWDB(s) and your local One Stop staff / operators, including working to promote co-enrollment and braided funding. What's working well? What are your biggest challenges?

In the 2021-2022 school year the GBCS Executive Director continued developing a partnership with the Workforce Connection of Central New Mexico office with the goal of developing a co-location partnership to promote co-enrollment in GBCS and WCCNM. This partnership was formalized in the 2022-2023 school year through the formal co-location of the GBCS Adult Education program in the WCCNM office. This program was developed with fidelity and respect and is going very well. There have been no significant challenges in this partnership to date.

4. 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. 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.

See attached documents

1. Memorandum of Understanding
- 2.

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 2021-2022 program year.

1. Briefly report on your program's level of engagement and activities related to the third and final year of the state-sponsored "Career Pathway Initiative." Describe how your program continued to develop its career pathways-oriented service delivery model this year as part of its global continuous improvement efforts. Any significant changes or challenges?

This expectation was met through attending professional development provided by Jeff Fantine. This professional development was attended by the previous Adult Education Coordinator without significant communication to the rest of the GBCS staff. Simultaneously, the GBCS high school program has been pursuing partnership with the New Mexico chapter of the Association of General Contractors (AGC) to develop a NCCER Core Curriculum pathway available to both high school and adult education students.

Moving forward into the 2022-2023 SY, GBCS plans to create a Career Development Center (CDC) that will be open to both high school and adult education students. The GBCS CDC will offer career pathways opportunities and industry recognized certifications in multiple fields.

2. To what degree is career planning and advising structurally built into your Adult Education program at this point, for the students who want and need it? Be specific.

All GBCS students in both the Adult Education program and high school program must complete Individualized Learning Plans (ILP). The ILP requires students to identify an academic and personal goal for each semester. The ILP personal goals for adult education students are connected to career planning and are developed with advisement from Adult Education program instructors.

3. Did your program offer any Integrated Education and Training (IET) programs this year? If yes, please provide an Appendix to your report with the following information:

GBCS did not offer IET programming during the 2021-22 school year.

- i. A full list of all IET programs offered in the reporting year period.
- ii. Demonstrate how each IET program satisfies the three federally-defined-and-required components to be considered an IET program (34 CFR 463), using this LINCS checklist:

https://lincs.ed.gov/sites/default/files/IET_checklist508FINAL_0.pdf

4. If your program does not currently offer any IET programs to AE students but has plans to develop new IET programming, or if it is working in partnership with another organization or entity to develop such programs, please describe the nature and status of the effort(s) here.

GBCS is currently developing a Career Development Center (CDC) that will be open to both high school and AE students. The GBCS CDC will offer NCCER Core classes to support transitioning into the construction trades, food service training, and peer counselor training. These initiatives are being designed to meet the criteria of both PED CTE and HED IET programs and be anchored to industries that have current employment needs in Albuquerque.

Section VI. Curriculum and Instruction

1. Please describe your program’s orientation and onboarding process.
 - The onboarding process implemented in the 2021-22 school year was developed and overseen by the previous adult education coordinator and shared many of the steps outlined below.
 - 2022-23 Onboarding Process in the Community
 - Potential students express interest by completing an online application linked from our website and are directed to attend the next orientation session, which are held weekly
 - This initial request prompts the creation of a TABE ticket and student credentials needed to log into GBCS technology
 - Students attend a four hour orientation where they learn about the program and expectations, complete the Propel portal application to start LACES enrollment, and start their TABE testing
 - Students complete TABE testing and schedule their first advisory meeting where they review TABE scores and complete an Individualized Learning Plan, which includes personal, academic and career goal setting. Students set a schedule for attending classes and get access to online or offline curriculum to guide home study depending on preferences. Students sign a commitment form, outlining expectations for remaining in the program.
 - 2022-23 Onboarding Process in MDC
 - Potential students express interest by filling out a form available to all inmates on POD tablets.
 - Assistant Principal, Chris Cozzone responds and shares likelihood of a housing transfer (slim to none since COVID, but always hopeful staffing situation will improve at MDC)
 - Students able to access services fill out a paper application, TABE test, complete an ILP and begin attending classes. Transition plans are created when kick-out dates are provided.

2. Describe how your program’s schedule and components promote adequate intensity and frequency of instruction in order to support participants’ achievement of substantial learning gains.

During the 2021-22 year, adult ed students in MDC received limited direct services ranging for mailing correspondence, individual check ins by teachers, and the eventual return of classes. In the community during the 2021-22 school year, students made appointments to meet with their advisor and completed their instructional hours largely in a remote setting, as leadership had concerns about adult ed students mingling with high school students on campus.

In the 2021-22 GBCS’s Adult Education program operates Monday-Thursday, 8:00 am-4:00 pm at Workforce Connections, with the option of evening classes at the North 4th Downtown Campus and Polk Middle School. Students are required to check in with their advisor on a weekly basis and meet weekly instructional hours expectations. If students do not meet these expectations their advisor will contact them and schedule a one-on-one check-in to ensure gains are being made and challenges are addresses. If students are unable to attend regular classes, complete home study hours, and stay in regular contact with their advisor, they will be deactivated and added to the end of the waiting list, in hopes they can re-engage at a later time with a more adequate intensity and frequency..

3. What other programmatic elements and wrap-around services support student success and address barriers to learning (e.g. the use of technology, career navigation services, etc.)? You may have discussed your use of distance learning in Section I. Add any additional relevant information about how you provide distance learning and address digital literacy and equity in your programs and/or plan to do so.

Consistent students are eligible to check out both Chromebooks and hotspots in encourage additional home study. In addition to accessing technology and academic resources, all Adult Education program students have access to a UNM Pathways Coordinator who is able to provide wrap-around services and support. These services address

the social-emotional and physical health needs of students and provide structured casework to get students connected to social services in the community.

4. Describe how your program aligns instruction to the CCRS. Please include information on required curriculum and resources available to support instruction and the implementation of CCRS.

Both the reading intervention and math intervention software used by the GBCS adult education program are the same programs used by our high school. They are both aligned to Common Core and help prepare students for college and career.

5. How do you incorporate the essential components of reading instruction into your program?

GBCS encourages all students to utilize the online reading intervention software Reading Plus by Dreambox. This program incorporates reading instruction through utilizing regularly read short cycle assessment data to identify student gaps in reading comprehension, vocabulary, and fluency. These assessments are used to develop reading skill-driven instruction that is tailored to each student's ability and need. All classroom instruction includes reading for comprehension opportunities and checking for understanding.

6. Discuss any theoretical frameworks or research that you, as an AE program director, find compelling and which you actually use to inform your program design, your curriculum development, your leadership/management practices, or your staff trainings.

GBCS strives to develop an educational environment that fosters empathy and understanding in all student interaction. To ensure the staff has the tools required to serve our highly vulnerable students, administration has invested in professional development around Motivational Interviewing. Motivational Interviewing focuses on exploring and resolving ambivalence and centers on motivational processes within the individual that facilitate change. The 5 main components of motivational interviewing styles are the following: expressing empathy, avoiding argumentation, rolling with resistance, developing discrepancy, and supporting self-efficacy. The GBCS staff uses these techniques to develop successful communication with students and families that give students the agency to have a successful outcome to each interaction and a greater understanding of the teachers reasoning behind a decision.

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

For this section, if the 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) served: **0**
N/A
2. Describe your program’s efforts in meeting the requirement to provide IELCE services in combination with providing access to integrated education and training activities.
N/A
3. Describe how your program is progressing towards program goals of preparing and placing IELCE program participants in unsubsidized employment in in-demand industries and occupations that lead to economic self-sufficiency as described in WIOA section 243(c)(1) and discuss any performance results, challenges, and lessons learned from implementing those program goals.
N/A
4. Describe how your program is progressing towards program goals of ensuring that IELCE program activities are integrated with the local workforce development system and its functions as described in WIOA section 243(c)(2) and discuss any performance results, challenges, and lessons learned from implementing those program goals.
N/A
5. Regarding WIOA Section 243 activities, please describe any problems or questions and technical assistance or professional development needs you and/or your staff have. Please be as specific as possible.
N/A

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

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

(If your program did not provide these types of services in 2021-2022, just indicate N/A).

1. Please indicate the number of Corrections Education and the Education of Other Institutionalized Individuals students (12+ hours) served: **33**
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.

The goal of the GBCS Adult Education program in the MDC facility is to provide students with the training and skill development they need to successfully transition out of incarceration or continue their education while incarcerated. The activities and resources provided by GBCS to fulfill this goal is regular college and career readiness education embedded in daily classroom curriculum, connection to a social worker to support life skills

development, and regular post-secondary education planning with an advisor. GBCS students are also connected to the Adult Education program campus located at Workforce Connection of Central New Mexico upon release. The co-location within WCCNM allows GBCS students to get educational services and career pathways services in one building.

3. Regarding WIOA Section 225 activities, please describe any problems or questions and technical assistance or professional development needs you and/or your staff have. Please be as specific as possible.

GBCS would be interested in connecting to program directors who run similar programs to learn best practices. GBCS often has barriers to connecting with students due to the MDC campus experiencing staffing shortages and pandemic related lock-downs. GBCS would like to learn from other successful programs that have operated within government run facilities to develop best practices for meeting program goals while having outside challenges affect program operations.

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 2021-2022. Please fill out all of the information requested.

Last Name	First Name	Position		Full or Part Time	Educational Attainment	Years of Experience in Adult Education	Professional Development Attended	Date	Location
Degenhardt	Kris	AE Director/ Instructor		Full Time	B.A	30	Ascend Math(GBCS)/ GBCS PD 21-22 (GBCS)/ Seattle Conference in March 2022/ HED Conference in May 2022	21-22	GBCS Campus/ Seattle/ N.M. Marriott
Dorado	Elizabeth	Executive Director		Full Time	M.A.	8	GBCS PD 21-22 (GBCS)/ HED Conference in May 2022	21-22	GBCS/ MARRIOTT
Gutierrez	Simon	Teacher		Part time	B.A.	8	GBCS PD 21-22 (GBCS)/ HED Conference in May 2022	21-22	GBCS/ MARRIOTT
Marquez	Karen	Admin Assistant		Part Time	A.A	0	Ascend Math(GBCS)/ GBCS PD 21-22 (GBCS)/ Seattle Conference in March 2022	21-22	GBCS Campus/ Seattle/ N.M. Marriott
Miller	Isaac	Teacher		Full Time	B.A.	0	Ascend Math(GBCS)/ GBCS PD 21-22 (GBCS)/ Seattle Conference in March 2022/ HED Conference in May 2022	21-22	GBCS Campus/ Seattle/ N.M. Marriott
Nielsen	Louise	Teacher		Part Time	M.A.	14	GBCS PD 2022 (GBCS)/ Seattle Conference in March 2022/ HED Conference in May 2022	2022	GBCS Campus/ Seattle/

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									N.M. Marriott
Rivas	Erica	Data Tech		Part Time	HS	0	GBCS PD 21-22 (GBCS)/ HED Conference in May 2022/LACES Trainings 21-22	21-22	GBCS/ ZOOM/ MARRIOTT
Salas	Anny	Teacher		Part Time	A.A	1	Ascend Math(GBCS)/ GBCS PD 2022 (GBCS)/ Seattle Conference in March 2022/ HED Conference in May 2022	21-22	GBCS Campus/ Seattle/ N.M. Marriott
Woods	Mary	Teacher		Part Time	B.A.	0	Ascend Math(GBCS)/ GBCS PD 21-22 (GBCS)/ Seattle Conference in March 2022/ HED Conference in May 2022	21-22	GBCS Campus/ Seattle/ N.M. Marriott

X. Fiscal Survey

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

1. Please provide the total amount from Section IV of the amount of FEDERAL FUNDS used during the 2021-2022 fiscal year to provide Career Services Costs. 138,153.44
2. Please indicate the amount your program contributes to the Local One-Stop through the IFA. If the amount is \$0, please indicate that as well. 108.84

3. Please indicate Total hours contributed – Volunteer Tutors

Total hours contributed	Fair Market Value per Hour	Total
0		0

4. Please indicate FY 2021-2022 hours contributed – Volunteer Admin (Receptionist/Front Desk)

Total hours contributed	Fair Market Value per Hour	Total
0		0

Our receptionist/front desk staff did not volunteer, but her salary was paid through other funds at \$31,752.67, which does not include benefits.

5. Please indicate FY 2021-2022 hours contributed – Board of Directors (Organizational Development)

Total hours contributed	Fair Market Value per Hour	Total
800 (160 hours for each of 5 board members to include board meetings and PED required training)		

6. Please indicate total fair market value of donated supplies and materials, (e.g., books) N/A

GBCS adult program does not receive “donations”, but many of the supplies and materials utilized by the program is purchased by the high school (given the high school’s charter intentionally supports adult ed services) A broad estimation of such costs is in the range of \$25,000 to include general student supplies and software curriculum licenses.

7. Please indicate total fair market value of donated equipment. N/A

GBCS adult program does not receive “donations”, but equipment utilized by the program is purchased by the high school (given the high school’s charter intentionally supports adult ed services). A broad estimation of such costs is in the range of \$10,000 to include printers/copiers, student and staff technology, etc.

8. Please indicate total fair market value of donated IT infrastructure and support. N/A

GBCS adult program does not receive “donations”, but IT infrastructure and support utilized by the program is purchased by the high school (given the high school’s charter intentionally supports adult ed

Adult Education Local Program Annual Report

2021-2022

services). A broad estimation of such costs is in the range of \$20,000 to include network, internet, and tech support.

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
4,232 (MDC lease)		24,999
5,950 (N4th lease to purchase agreement)		168,312

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.

1. Please list other sources of support and their contributions for FY 2021-2022.

Source	Amount
AEFLA State	87,964.00
Adult Literacy	51,879.00
APS Title I	64,000
Pathway Navigation	60,000
GBCS High School	the school provides support to the adult ed program as needed

B. Program Income Activities

2. Please indicate the amount of PROGRAM INCOME generated from your program for the 2021-2022 fiscal year.

N/A

Please list the PROGRAM INCOME EXPENDITURES below:

AEFLA allowable activity	Amount
N/A	N/A

Please attach your NRS tables and MOU/IFA documents to the end of this document, scan it, and, if possible, submit **one single PDF document** to: adult.education@state.nm.us AND amy.anderson@state.nm.us no later than 5:00 p.m. on September 1, 2022.

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). For this report, *we ask you to calculate these costs only for Program Year 2020-2021* (not for the three preceding program years, as specified by WIOA).

Please do your best to calculate these expenditures faithfully; we appreciate your efforts. *Last year, some programs did not calculate these numbers very accurately or according to our guidance, leading to numerous data reporting problems on our end.* This year, we have provided in Section IV a table that you can use to more accurately calculate your expenditures. Please take note of the following additional guidance, and let us know if you have any questions.

- Because of the nature of career services (see the table in Section IV for a list of all of them) *all or nearly all* of the students in your programs receive many of the services listed as “career services” (e.g., orientation, initial assessment).
- You are only reporting career and training services expenditures from your FEDERAL funds. If you spent funds from your state grant on these services, *you do not need to report them in Section IV.*
- Do not include any administrative costs in your report.
- Workforce preparation activities and English language acquisition programs are authorized under AEFLA as instructional services and therefore the costs for these activities are not included in the career and training services report.
- If your program utilizes AEFLA federal funds to provide an IET program, **only the training component** would be categorized as a training service and should be included in the cost calculation of training 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/ovac/pi/AdultEd/octae-program-memo-17-2.pdf>

Please email Amber.Rodriguez@state.nm.us (and cc: Katya.Backhaus@state.nm.us) if you have any questions as you prepare this report.

Student:

NRS Table 3: Participants by Program Type and Age

Select Reporting System: NRS FY 21-22 Agency: Literacy Gordon Bernell

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

Program Type (A)	16-18 (B)	19-24 (C)	25-44 (D)	45-54 (E)	55-59 (F)	60+ (G)	Total (H)
Adult Basic Education**	0	15	34	4	2	1	56
Integrated Education and Training Program	0	0	0	0	0	0	0
Adult Secondary Education***	0	0	0	0	0	0	0
Integrated Education and Training Program	0	0	0	0	0	0	0
English Language Acquisition****	0	0	0	0	0	0	0
Integrated Education and Training Program	0	0	0	0	0	0	0
Integrated English Literacy and Civics Education (Sec. 243)*****	0	0	0	0	0	0	0
Integrated Education and Training Program	0	0	0	0	0	0	0
Total	0	15	34	4	2	1	56

*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.

ABE Level 1	2	0	117	1	0	0	0	0	1	50	2	0	1	0	0	50
ABE Level 2	29	0	1531.25	2	0	0	6	21	29	6.9	29	0	2	0	0	6.9
ABE Level 3	21	0	781.75	2	0	0	7	12	22	9.52	22	0	2	0	0	9.09
ABE Level 4	4	0	112	0	0	0	2	2	4	0	4	0	0	0	0	0
ABE Level 5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ABE Level 6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ABE Total	56	0	2542	5	0	0	15	36	57	8.93	57	0	5	0	0	8.77
ESL Level 1	0	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	0
ESL Level 3	0	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	0
ESL Level 5	0	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	0
ESL Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Grand Total	56	0	2542	5	0	0	15	36	57	8.93	57	0	5	0	0	8.77

Student:

NRS Table 5

Select Reporting System: NRS FY 21-22 Agency: Literacy Gordon Bernell

Primary Indicators of Performance

Primary Indicators of Performance	All Periods of Participation						
	(A)	(B)	(C)	(D)	(E)	(F)	(G)
First Period of Participation	Number of Participants who Exited	Number of Participants who Exited	Number of Participants who Exited	Percentage of Participants Achieving Outcome	Total Periods of Participation	Total Number of Periods of Participation in which Participants Achieved Outcome or Median Earnings Value for All Periods of Participation	Percentage of Participants in All Periods of Participation Achieving Outcome
Employment Second Quarter after exit *	3	1	33.33	3	1	33.33	0
Employment Fourth Quarter after exit *	0	0	0	0	0	0	0
Median Earnings Second Quarter after exit **	1	1147.97	1147.97	1	1	1147.97	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	0
Attained a Secondary School Diploma/Recognized Equivalent and Employed within one year of exit ***	0	0	0	0	0	0	0
Attained a Postsecondary Credential while enrolled or within one year of exit ****	0	0	0	0	0	0	0
Attained any credential (unduplicated) *****	0	0	0	0	0	0	0

Student:

NRS Table 5A

Select Reporting System: NRS FY 21-22 Agency: Literacy Gordon Bernell

Primary Indicators of Performance for Participants in Distance Education

Primary Indicators of Performance	All Periods of Participation						
	(A)	(B)	(C)	(D)	(E)	(F)	(G)
	Number of Participants who Exited	Number of Participants who Exited	Number of Participants who Exited	Percentage of Participants Achieving Outcome	Total Periods of Participation	Total Number of Periods of Participation in which Participants Achieved Outcome or Median Earnings Value for All Periods of Participation	Percentage of Participants in All Periods of Participation Achieving Outcome
Employment Second Quarter after exit	1	0	0	0	1	0	0
Employment Fourth Quarter after exit	0	0	0	0	0	0	0
Median Earnings Second Quarter after exit	0	0	0	0	0	0	0
Attained a Secondary School Diploma/Recognized Equivalent and Enrolled in Postsecondary Education or Training within one year of exit	0	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	0
Attained a Postsecondary Credential while enrolled or within one year of exit	0	0	0	0	0	0	0
Attained any credential (unduplicated) *****	0	0	0	0	0	0	0

Civics Education Follow-up Outcome Measures (Optional)

	Number of Participants Who Exited	Number of Participants Who Exited Achieving Outcome	Percent Achieving Outcome
Achieved Citizenship Skills	0	0	0
Voted or Registered to Vote	0	0	0
Increased Involvement in Community Activities	0	0	0

Instructions for Completing Table 9

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

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

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

For reporting the exit-based Primary Indicators of Performance:

Follow instructions for completing Table 5 to report these outcomes.

For reporting civics education outcome measures:

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

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

Student:

NRS Table 9

Select Reporting System: NRS FY 21-22 Agency: Literacy Gordon Bernell

Outcome Achievement for Participants in Integrated English Literacy and Civics Education

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

Family Literacy Follow-up Outcome Measures

Number of Participants who Exited	Number of Participants who Exited Achieving Outcome	Percent Achieving Outcome
-----------------------------------	---	---------------------------

Increased Involvement in Children's Education	0	0	0
Helped more frequently with school		0	
Increased contact with children's teachers		0	
More involved in children's school activities		0	
Increased Involvement in Children's Literacy Activities	0	0	0
Reading to children		0	
Visiting library		0	
Purchasing books or magazines		0	
Left Public Assistance	0	0	0

Instructions for Completing Table 8

Include only family literacy program participants in Table 8.

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

For reporting measurable skill gains:

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

For reporting the exit-based Primary Indicators of Performance:

Follow instructions for completing Table 5 to report these outcomes.

For reporting family literacy outcome measures:

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

Student:

Table 10: Outcome Achievement for Participants in Correctional Education Programs

Select Reporting System: NRS FY 21-22 Agency: Literacy Gordon Bernell

Primary Indicators of Performance	(A)	(B)	(C)	(D)	(E)	(F)	(G)	All Periods of Participation	
								Number of Participants Included in the Indicator	Number of Participants Achieving Outcome or Median Earnings Value
Measurable Skill Gain	32	3	3	9.38	32	3	9.38	0	0
Employment Second Quarter after exit	0	0	0	0	0	0	0	0	0
Employment Fourth Quarter after exit	0	0	0	0	0	0	0	0	0
Median Earnings Second Quarter after exit	0	0	0	0	0	0	0	0	0
Attained a Secondary School Diploma/Recognized Equivalent and Enrolled in Postsecondary Education or Training within one year of exit	0	0	0	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	0	0	0
Attained a Postsecondary Credential while enrolled or within one year of exit	0	0	0	0	0	0	0	0	0

New Mexico Workforce Connection

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2021 - 2022

WCCNM One-Stop Operating Budget Infrastructure Funding Agreement

Gordon Bernell Adult Basic Education (ABE) Program



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

WCCNM ONE-STOP OPERATING BUDGET

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

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

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

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

Infrastructure / Facilities Cost

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

Additional Costs (allocated to participating partners)

Shared Costs:

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

Career Services Costs:

- Welcome Desk Support

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

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

PY21 Bernalillo County – Operating Budget – Attachment A (PY21 – July 2021 thru June 2022)

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

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

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

Gordon Bernell Adult Basic Education (ABE) Program Clients:

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

These services are utilized in direct benefit of the Gordon Bernell Adult Basic Education (ABE) Program clients and costs are allocated using the method described below. The potential number of Gordon Bernell Adult Basic Education (ABE) Program clients is based on the number of Gordon Bernell Adult Basic Education (ABE) Program clients designated as job-ready for the prior fiscal year.

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

The following table provides IFA costs and other relevant information for PY21 – Period July 2021 thru June 2022.

Total Individuals Served at the WCCNM Comprehensive One-Stop	Total Infrastructure PY21 Estimated Costs:	Gordon Bernell Adult Basic Education (ABE) Program
24,580	\$ 321,838.20	
	Gordon Bernell Adult Basic Education (ABE) Program Clients (Annual)	20
	Percentage of total clients served	0.0814%
	Allocated Infrastructure Costs	\$ 245.60
	Gordon Bernell Adult Basic Education (ABE) Program Annual Budget	\$201,766.00
	1.5% Limit	\$3026.49
	Proposed Contribution	\$245.60

New Mexico Workforce Connection

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2022-23

includes space for direct

WCCNM One-Stop Operating Budget

Infrastructure Funding Agreement

services
as co-located
partner

Gordon Bernell Charter School



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WCCNM ONE-STOP OPERATING BUDGET

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

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

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

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

Infrastructure / Facilities Cost

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

Additional Costs (allocated to participating partners)

Shared Costs:

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

Career Services Costs:

Welcome Desk Support
Interpretive Services

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

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

PY22 Bernalillo County – Operating Budget – Attachment A (PY20 – July 2022 thru June 2023)

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

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

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

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

These services are utilized in direct benefit of clients, and costs are allocated as outlined in the operating budget.

The following table provides IFA costs and other relevant information for: PY22 – Period July 2022 thru June 2023 (See Attachment A for more details).

Total Individuals Served at the WCCNM Comprehensive One-Stop	Total Infrastructure PY22 Estimated Costs:	Total Additional PY22 Costs:	Gordon Bernell Charter School:
24,580	\$301,838.00	\$248,176.80	
	Proposed <i>Quarterly</i> Contribution		\$ 2,305.55
	Proposed <i>Quarterly</i> Contribution including Contribution of Non-Participating Partners		\$1,715.79

24,560

Customers Served:

Non-Participating Partners (served or potential to serve)	CHM Carl Perkins	CHM Adult Basic Education	ABE ABC Adult Learning Center	Vacant partner	ABE - Catholic Charities	ABE - Youth Development Inc.	Vacant partner	NMDWR	Cookskill Industries of NE SCSSEP	MM Aging and Long Term Services	Vacant partner	CSBO Grant - Help Hub	Vacant partner	Unemployment Insurance	MM Job Training Works	WIOA National Indian Youth Council (EXEMPT)
Program Clients	0.02532	25	20		94	50	0	1,838	70			368				2183
Program's Estimated Program Costs	\$ 1,534,396.00	\$ 631,075.00	\$ 349,081.45		\$ 341,362.00	\$ 226,131.48		\$ 74,778.00	\$ 1,446,432.00	\$ 80,995.00		\$ 74,887.00			\$ 1,595,000.00	
Program's Estimated Program Costs Share	\$ 1,534,396.00	\$ 631,075.00	\$ 349,081.45		\$ 341,362.00	\$ 226,131.48		\$ 74,778.00	\$ 1,446,432.00	\$ 80,995.00		\$ 74,887.00			\$ 1,595,000.00	
Allocated Costs (based on clients served)	\$ 23,015.85	\$ 6,800.04	\$ 2,415.80		\$ 1,143.30	\$ 3,331.76		\$ 22,570.33	\$ 21,696.43	\$ 1,244.93		\$ 3,488.17		\$ 56,153.53	\$ 26,852.87	
1.5% Limiting Factor	\$ 23,015.85	\$ 6,800.04	\$ 2,415.80		\$ 1,143.30	\$ 3,331.76		\$ 22,570.33	\$ 21,696.43	\$ 1,244.93		\$ 3,488.17		\$ 56,153.53	\$ 26,852.87	
Estimated Allocated Costs:	\$ 23,015.85	\$ 6,800.04	\$ 2,415.80		\$ 1,143.30	\$ 3,331.76		\$ 22,570.33	\$ 21,696.43	\$ 1,244.93		\$ 3,488.17		\$ 56,153.53	\$ 26,852.87	\$ 23,825.00

Set Amount (FFY October & billed in June)

Set Amount (FFY October A Billed Quarterly)

KEY
Vacant
EPA Contribution Amount Complete

TOTAL \$ 132,803.05

\$ 330,125

Authority and Signature

Gordon Bernell Charter School-ABE Program (Co-Located)

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

By signing my name below, I Elizabeth Dorado, 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
(signed 03/30/2022)

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
(signed 03/30/2022)

The Infrastructure Funding Agreement (IFA) PY20/FY21 (effective August 2022)

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.

Elizabeth Dorado
Signature

7/15/22
Date

Elizabeth Dorado, Director
Printed Name and Title

Gordon Bernell Charter School
Agency Name

beth@gordonbernell.org 505-916-8625
Agency Contact Information

Memorandum of Understanding (MOU)

Between

Workforce Connection of Central New Mexico (WCCNM)

And

New Mexico Workforce Connection (American Job Centers)

Partners

July 1, 2020 – June 30, 2023



New Mexico
Workforce Connection

A Proud Partner of the American Job Center Network

LEGAL AUTHORITY

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

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

PURPOSE

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

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

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

Vision

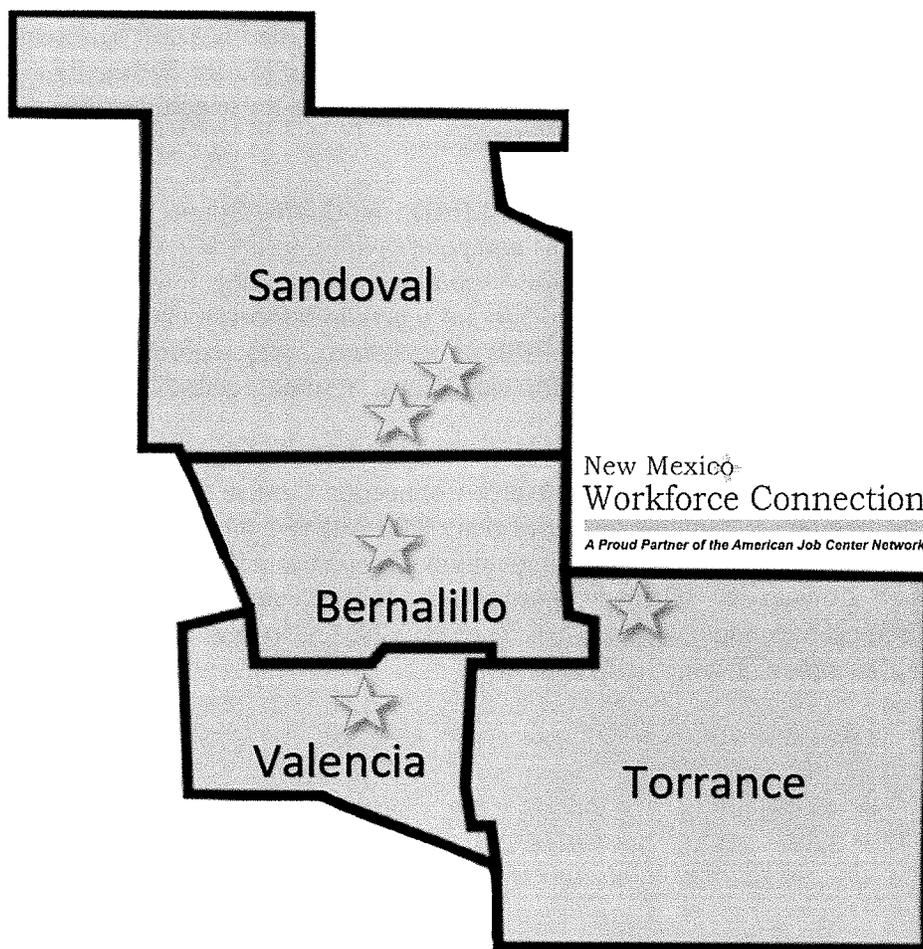
A strong economic environment, growing industries, highly competitive and profitable businesses, skilled and productive workers and growing, thriving communities.

Mission

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

SYSTEM STRUCTURE

WCCNM New Mexico Workforce Connection Centers (American Job Centers)



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

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

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

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

WCCNM PARTNERS

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

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

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

Required External Partners

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

Additional external community partners

- Innovate+Educate
- NMCAN
- HopeWorks LLC

TERMS AND CONDITIONS

Services

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

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

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

Roles Responsibilities

All Parties to this agreement shall comply with:

- Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule, published December 2, 2016);
- Title VI of the Civil Rights Act of 1964 (Public Law 88-352);
- Section 504 of the Rehabilitation Act of 1973, as amended;
- The Americans with Disabilities Act of 1990 (Public Law 101-336);
- The Jobs for Veterans Act (Public Law 107-288) pertaining to priority of service in programs funded by the U.S. Department of Labor;

- Training and Employment Guidance Letter (TEGL) 37-14, Update on Complying with Nondiscrimination Requirements: Discrimination Based on Gender Identity, Gender Expression and Sex Stereotyping are Prohibited Forms of Sex Discrimination in the Workforce Development System and other guidance related to implementing WIOA sec. 188;
- The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part 99);
- Confidentiality requirements governing the protection and use of personal information held by the VR agency (34 CFR 361.38);
- The confidentiality requirements governing the use of confidential information held by the State UI agency (20 CFR part 603);
- all amendments to each; and
- all requirements imposed by the regulations issued pursuant to these acts.

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

Additionally, all Parties shall:

- Collaborate and reasonably assist each other in the development of necessary service delivery protocols for the services outlined in the Partner Services section above;
- Agree that the provisions contained herein are made subject to all applicable federal and state laws, implementing regulations, and guidelines imposed on either or all Parties relating to privacy rights of customers, maintenance of records, and other confidential information relating to customers; and
- Agree that all equipment and furniture purchased by any party for purposes described herein shall remain the property of the purchaser after the termination of this agreement.

Chief Elected Official (CEO)

The CEO's for the WCCNM will:

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

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

Workforce Connection of Central New Mexico

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

The WCCNM will:

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

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

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

One-Stop Operator

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

Responsibilities may include:

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

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

Implementation and Compliance

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

Business Services

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

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

Specific activities include:

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

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

Partners

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

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

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

Data Sharing

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

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

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

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

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

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

Confidentiality

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

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

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

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

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

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

Referrals

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

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

Accessibility

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

Physical Accessibility

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

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

Virtual Accessibility

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

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

Communication Accessibility

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

Programmatic Accessibility

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

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

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

Outreach

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

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

Dispute Resolution

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

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

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

Monitoring

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

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

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

Non-Discrimination and Equal Opportunity

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

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

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

Indemnification

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

Severability

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

Drug and Alcohol-Free Workplace

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

Certification Regarding Lobbying

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

Debarment and Suspension

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

Priority of Service

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

Buy American Provision

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

Salary Compensation and Bonus Limitations

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

Non-Assignment

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

Governing Law

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

Steps to Reach Consensus

1. Notification of Partners

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

2. Kickoff Meeting

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

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

3. Negotiations

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

4. Draft MOU

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

5. Review and Comment

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

6. Finalized Draft

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

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

MOU Modification Process

1. Notification

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

2. Discussion/Negotiation

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

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

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

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

3. Signatures

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

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

Termination

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

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

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

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

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

Effective Period

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

One-Stop Operating Budget

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

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

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

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

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

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

Teachers, Counselors, Social Workers, Coordinators

Step	Non-Certified Teacher (HED program only)						Certified PED Level I						Certified PED Level II						Certified PED Level III					
	AA	BA	BA+15	MA	MA+15	MA+45/ EDS	BA	BA+15	MA	MA+15	MA+45/ EDS	BA	BA+15	MA	MA+15	MA+45/ EDS	BA	BA+15	MA	MA+15	MA+45/ EDS			
0	\$40,000	\$40,050	\$40,100	\$40,150	\$40,200	\$40,250	\$50,000	\$50,050	\$50,100	\$50,150	\$50,200	\$60,000	\$60,050	\$60,100	\$60,150	\$60,200	\$60,000	\$60,050	\$60,100	\$60,150	\$60,200			
1	\$40,010	\$40,060	\$40,110	\$40,160	\$40,210	\$40,260	\$50,010	\$50,060	\$50,110	\$50,160	\$50,210	\$60,010	\$60,060	\$60,110	\$60,160	\$60,210	\$60,010	\$60,060	\$60,110	\$60,160	\$60,210			
2	\$40,020	\$40,070	\$40,120	\$40,170	\$40,220	\$40,270	\$50,020	\$50,070	\$50,120	\$50,170	\$50,220	\$60,020	\$60,070	\$60,120	\$60,170	\$60,220	\$60,020	\$60,070	\$60,120	\$60,170	\$60,220			
3	\$40,030	\$40,080	\$40,130	\$40,180	\$40,230	\$40,280	\$50,030	\$50,080	\$50,130	\$50,180	\$50,230	\$60,030	\$60,080	\$60,130	\$60,180	\$60,230	\$60,030	\$60,080	\$60,130	\$60,180	\$60,230			
4	\$40,040	\$40,090	\$40,140	\$40,190	\$40,240	\$40,290	\$50,040	\$50,090	\$50,140	\$50,190	\$50,240	\$60,040	\$60,090	\$60,140	\$60,190	\$60,240	\$60,040	\$60,090	\$60,140	\$60,190	\$60,240			
5	\$40,050	\$40,100	\$40,150	\$40,200	\$40,250	\$40,300	\$50,050	\$50,100	\$50,150	\$50,200	\$50,250	\$60,050	\$60,100	\$60,150	\$60,200	\$60,250	\$60,050	\$60,100	\$60,150	\$60,200	\$60,250			
6	\$40,060	\$40,110	\$40,160	\$40,210	\$40,260	\$40,310	\$50,060	\$50,110	\$50,160	\$50,210	\$50,260	\$60,060	\$60,110	\$60,160	\$60,210	\$60,260	\$60,060	\$60,110	\$60,160	\$60,210	\$60,260			
7	\$40,070	\$40,120	\$40,170	\$40,220	\$40,270	\$40,320	\$50,070	\$50,120	\$50,170	\$50,220	\$50,270	\$60,070	\$60,120	\$60,170	\$60,220	\$60,270	\$60,070	\$60,120	\$60,170	\$60,220	\$60,270			
8	\$40,080	\$40,130	\$40,180	\$40,230	\$40,280	\$40,330	\$50,080	\$50,130	\$50,180	\$50,230	\$50,280	\$60,080	\$60,130	\$60,180	\$60,230	\$60,280	\$60,080	\$60,130	\$60,180	\$60,230	\$60,280			
9	\$40,090	\$40,140	\$40,190	\$40,240	\$40,290	\$40,340	\$50,090	\$50,140	\$50,190	\$50,240	\$50,290	\$60,090	\$60,140	\$60,190	\$60,240	\$60,290	\$60,090	\$60,140	\$60,190	\$60,240	\$60,290			
10	\$40,100	\$40,150	\$40,200	\$40,250	\$40,300	\$40,350	\$50,100	\$50,150	\$50,200	\$50,250	\$50,300	\$60,100	\$60,150	\$60,200	\$60,250	\$60,300	\$60,100	\$60,150	\$60,200	\$60,250	\$60,300			
11												\$60,080	\$60,130	\$60,180	\$60,230	\$60,280	\$60,080	\$60,130	\$60,180	\$60,230	\$60,280			
12												\$60,090	\$60,140	\$60,190	\$60,240	\$60,290	\$60,090	\$60,140	\$60,190	\$60,240	\$60,290			
13												\$60,100	\$60,150	\$60,200	\$60,250	\$60,300	\$60,100	\$60,150	\$60,200	\$60,250	\$60,300			
14												\$60,110	\$60,160	\$60,210	\$60,260	\$60,310	\$60,110	\$60,160	\$60,210	\$60,260	\$60,310			
15												\$60,120	\$60,170	\$60,220	\$60,270	\$60,320	\$60,120	\$60,170	\$60,220	\$60,270	\$60,320			
16												\$60,130	\$60,180	\$60,230	\$60,280	\$60,330	\$60,130	\$60,180	\$60,230	\$60,280	\$60,330			
17												\$60,140	\$60,190	\$60,240	\$60,290	\$60,340	\$60,140	\$60,190	\$60,240	\$60,290	\$60,340			
18												\$60,150	\$60,200	\$60,250	\$60,300	\$60,350	\$60,150	\$60,200	\$60,250	\$60,300	\$60,350			
19												\$60,160	\$60,210	\$60,260	\$60,310	\$60,360	\$60,160	\$60,210	\$60,260	\$60,310	\$60,360			
20												\$60,170	\$60,220	\$60,270	\$60,320	\$60,370	\$60,170	\$60,220	\$60,270	\$60,320	\$60,370			
21												\$60,180	\$60,230	\$60,280	\$60,330	\$60,380	\$60,180	\$60,230	\$60,280	\$60,330	\$60,380			
22												\$60,190	\$60,240	\$60,290	\$60,340	\$60,390	\$60,190	\$60,240	\$60,290	\$60,340	\$60,390			
23												\$60,200	\$60,250	\$60,300	\$60,350	\$60,400	\$60,200	\$60,250	\$60,300	\$60,350	\$60,400			
24												\$60,210	\$60,260	\$60,310	\$60,360	\$60,410	\$60,210	\$60,260	\$60,310	\$60,360	\$60,410			
25												\$60,220	\$60,270	\$60,320	\$60,370	\$60,420	\$60,220	\$60,270	\$60,320	\$60,370	\$60,420			
26												\$60,230	\$60,280	\$60,330	\$60,380	\$60,430	\$60,230	\$60,280	\$60,330	\$60,380	\$60,430			
27												\$60,240	\$60,290	\$60,340	\$60,390	\$60,440	\$60,240	\$60,290	\$60,340	\$60,390	\$60,440			
28												\$60,250	\$60,300	\$60,350	\$60,400	\$60,450	\$60,250	\$60,300	\$60,350	\$60,400	\$60,450			
29												\$60,260	\$60,310	\$60,360	\$60,410	\$60,460	\$60,260	\$60,310	\$60,360	\$60,410	\$60,460			
30												\$60,270	\$60,320	\$60,370	\$60,420	\$60,470	\$60,270	\$60,320	\$60,370	\$60,420	\$60,470			

1. This schedule is constructed on 172 contract days as base pay. 10 ELTP days will be added to the base per diem as a stipend.
2. Non-Certified Teachers and Certified PED Level I employees with more than 10 years of experience, add +10 for each step below the appropriate education level up to 30+ steps. All out of district experience is allowed.
3. Both pages of this salary schedule are effective during the 2022-23 school year only. It does not reflect salaries of future years.
4. Any teacher, counselor, social worker or coordinator serving high school students must be PED licensed. Staff members serving only adult education students do not require PED licensure, but will be paid on the appropriate PED level and step if PED license is current. All staff require a current APS background check.
5. Additional stipends for additional services outside of base job description or ELTP days require an additional service agreement.
6. Collective bargaining is not applicable to GBCS.



Step	Assitant Principal				Educational Assistant				Administrative Tier 1 Receptionist, Administrative Assistant				Data Tech, Office Manager, Bookkeeper, Registrar				Administrative Tier II				Administrative Tier III Business Manager	
	MA	MA+15	MA+45/ EDS		HS	AA	BA		HS	AA	BA	MA+	HS	AA	BA	MA+	Level I	Level II	Step			
0	\$87,500	\$87,550	\$87,600	\$32,000	\$32,050	\$32,100	\$32,150	\$32,500	\$35,000	\$37,500	\$40,000	\$45,000	\$45,000	\$47,500	\$50,000	\$52,500	\$72,500	\$92,500	0			
1	\$87,510	\$87,560	\$87,610	\$32,010	\$32,060	\$32,110	\$32,160	\$33,000	\$33,500	\$38,000	\$40,500	\$45,000	\$45,500	\$48,000	\$50,500	\$53,000	\$73,000	\$93,000	1			
2	\$87,520	\$87,570	\$87,620	\$32,020	\$32,070	\$32,120	\$32,170	\$33,500	\$36,000	\$38,500	\$41,000	\$45,500	\$46,000	\$48,500	\$51,000	\$53,500	\$73,500	\$93,500	2			
3	\$87,530	\$87,580	\$87,630	\$32,030	\$32,080	\$32,130	\$32,180	\$34,000	\$36,500	\$39,000	\$41,500	\$46,000	\$46,500	\$49,000	\$51,500	\$54,000	\$74,000	\$94,000	3			
4	\$87,540	\$87,590	\$87,640	\$32,040	\$32,090	\$32,140	\$32,190	\$34,500	\$37,000	\$39,500	\$42,000	\$46,500	\$47,000	\$49,500	\$52,000	\$54,500	\$74,500	\$94,500	4			
5	\$87,550	\$87,600	\$87,650	\$32,050	\$32,100	\$32,150	\$32,200	\$35,000	\$37,500	\$40,000	\$42,500	\$47,000	\$47,500	\$50,000	\$52,500	\$55,000	\$75,000	\$95,000	5			
6	\$87,560	\$87,610	\$87,660	\$32,060	\$32,110	\$32,160	\$32,210	\$35,500	\$38,000	\$40,500	\$43,000	\$47,500	\$48,000	\$50,500	\$53,000	\$55,500	\$75,500	\$95,500	6			
7	\$87,570	\$87,620	\$87,670	\$32,070	\$32,120	\$32,170	\$32,220	\$36,000	\$38,500	\$41,000	\$43,500	\$48,000	\$48,500	\$51,000	\$53,500	\$56,000	\$76,000	\$96,000	7			
8	\$87,580	\$87,630	\$87,680	\$32,080	\$32,130	\$32,180	\$32,230	\$36,500	\$39,000	\$41,500	\$44,000	\$48,500	\$49,000	\$51,500	\$54,000	\$56,500	\$76,500	\$96,500	8			
9	\$87,590	\$87,640	\$87,690	\$32,090	\$32,140	\$32,190	\$32,240	\$37,000	\$39,500	\$42,000	\$44,500	\$49,000	\$49,500	\$52,000	\$54,500	\$57,000	\$77,000	\$97,000	9			
10	\$87,600	\$87,650	\$87,700	\$32,100	\$32,150	\$32,200	\$32,250	\$37,500	\$40,000	\$42,500	\$45,000	\$49,500	\$50,000	\$52,500	\$55,000	\$57,500	\$77,500	\$97,500	10			
11	\$87,610	\$87,660	\$87,710	\$32,110	\$32,160	\$32,210	\$32,260	\$38,000	\$40,500	\$43,000	\$45,500	\$50,000	\$50,500	\$53,000	\$55,500	\$58,000	\$78,000	\$98,000	11			
12	\$87,620	\$87,670	\$87,720	\$32,120	\$32,170	\$32,220	\$32,270	\$38,500	\$41,000	\$43,500	\$46,000	\$50,500	\$51,000	\$53,500	\$56,000	\$58,500	\$78,500	\$98,500	12			
13	\$87,630	\$87,680	\$87,730	\$32,130	\$32,180	\$32,230	\$32,280	\$39,000	\$41,500	\$44,000	\$46,500	\$51,000	\$51,500	\$54,000	\$56,500	\$59,000	\$79,000	\$99,000	13			
14	\$87,640	\$87,690	\$87,740	\$32,140	\$32,190	\$32,240	\$32,290	\$39,500	\$42,000	\$44,500	\$47,000	\$51,500	\$52,000	\$54,500	\$57,000	\$59,500	\$79,500	\$99,500	14			
15	\$87,650	\$87,700	\$87,750	\$32,150	\$32,200	\$32,250	\$32,300	\$40,000	\$42,500	\$45,000	\$47,500	\$52,000	\$52,500	\$55,000	\$57,500	\$60,000	\$80,000	\$100,000	15			
16	\$87,660	\$87,710	\$87,760	\$32,160	\$32,210	\$32,260	\$32,310	\$40,500	\$43,000	\$45,500	\$48,000	\$52,500	\$53,000	\$55,500	\$58,000	\$60,500	\$80,500	\$100,500	16			
17	\$87,670	\$87,720	\$87,770	\$32,170	\$32,220	\$32,270	\$32,320	\$41,000	\$43,500	\$46,000	\$48,500	\$53,000	\$53,500	\$56,000	\$58,500	\$61,000	\$81,000	\$101,000	17			
18	\$87,680	\$87,730	\$87,780	\$32,180	\$32,230	\$32,280	\$32,330	\$41,500	\$44,000	\$46,500	\$49,000	\$53,500	\$54,000	\$56,500	\$59,000	\$61,500	\$81,500	\$101,500	18			
19	\$87,690	\$87,740	\$87,790	\$32,190	\$32,240	\$32,290	\$32,340	\$42,000	\$44,500	\$47,000	\$49,500	\$54,000	\$54,500	\$57,000	\$59,500	\$62,000	\$82,000	\$102,000	19			
20	\$87,700	\$87,750	\$87,800	\$32,200	\$32,250	\$32,300	\$32,350	\$42,500	\$45,000	\$47,500	\$50,000	\$54,500	\$55,000	\$57,500	\$60,000	\$62,500	\$82,500	\$102,500	20			
21	\$87,710	\$87,760	\$87,810	\$32,210	\$32,260	\$32,310	\$32,360	\$43,000	\$45,500	\$48,000	\$50,500	\$55,000	\$55,500	\$58,000	\$60,500	\$63,000	\$83,000	\$103,000	21			
22	\$87,720	\$87,770	\$87,820	\$32,220	\$32,270	\$32,320	\$32,370	\$43,500	\$46,000	\$48,500	\$51,000	\$55,500	\$56,000	\$58,500	\$61,000	\$63,500	\$83,500	\$103,500	22			
23	\$87,730	\$87,780	\$87,830	\$32,230	\$32,280	\$32,330	\$32,380	\$44,000	\$46,500	\$49,000	\$51,500	\$56,000	\$56,500	\$59,000	\$61,500	\$64,000	\$84,000	\$104,000	23			
24	\$87,740	\$87,790	\$87,840	\$32,240	\$32,290	\$32,340	\$32,390	\$44,500	\$47,000	\$49,500	\$52,000	\$56,500	\$57,000	\$59,500	\$62,000	\$64,500	\$84,500	\$104,500	24			
25	\$87,750	\$87,800	\$87,850	\$32,250	\$32,300	\$32,350	\$32,400	\$45,000	\$47,500	\$50,000	\$52,500	\$57,000	\$57,500	\$60,000	\$62,500	\$65,000	\$85,000	\$105,000	25			
26	\$87,760	\$87,810	\$87,860	\$32,260	\$32,310	\$32,360	\$32,410	\$45,500	\$48,000	\$50,500	\$53,000	\$57,500	\$58,000	\$60,500	\$63,000	\$65,500	\$85,500	\$105,500	26			
27	\$87,770	\$87,820	\$87,870	\$32,270	\$32,320	\$32,370	\$32,420	\$46,000	\$48,500	\$51,000	\$53,500	\$58,000	\$58,500	\$61,000	\$63,500	\$66,000	\$86,000	\$106,000	27			
28	\$87,780	\$87,830	\$87,880	\$32,280	\$32,330	\$32,380	\$32,430	\$46,500	\$49,000	\$51,500	\$54,000	\$58,500	\$59,000	\$61,500	\$64,000	\$66,500	\$86,500	\$106,500	28			
29	\$87,790	\$87,840	\$87,890	\$32,290	\$32,340	\$32,390	\$32,440	\$47,000	\$49,500	\$52,000	\$54,500	\$59,000	\$59,500	\$62,000	\$64,500	\$67,000	\$87,000	\$107,000	29			
30+	\$87,800	\$87,850	\$87,900	\$32,300	\$32,350	\$32,400	\$32,450	\$48,500	\$50,000	\$52,500	\$55,000	\$60,000	\$60,000	\$63,000	\$65,000	\$67,000	\$87,500	\$108,000	30+			

