

**Annual Program Report  
Cover Page**

Program Name: Center for Educational Opportunity  
and Career Pathways

Institution or Organization: Catholic Charities

Address: 2010 Bridge Blvd. SW  
City: Albuquerque  
County: Bernalillo  
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Website: www.ccasfnm.org/edu

Fiscal Year: 2019-2020

Submission Date: 9/1/20

Program Director, Manager, or

Coordinator Name: Kris Degenhardt

Contact Information: Phone: (505) 357-7271

Email: degenhardtk@ccasfnm.org

Alternate Contact Name: Tara Armijo-Prewitt

Contact Information: Phone: (505) 724-4672

Email: armijo-prewitt@ccasfnm.org

9/1/20

Signature of the Chief Executive Officer or Designee

DATE

James Gannon, Chief Executive Officer

Typed Name and Title:

## Section I. Program Narrative Report

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

1. Please list your program's three highest priority goals for the 2019-2020 program year. Discuss your program's progress on each of these goals, as well as any additional program year highlights you care to share. If you encountered significant goal-related challenges that were NOT due to the COVID pandemic, please cite them here; pandemic-related program impacts will be addressed separately in question #4 below.

Our three highest priority goals for the 2019-2020 program year and progress towards each are as follows.

- 1) Improve and streamline processes to better serve our students
  - a. We made several improvements to our on-boarding process beginning in January that we plan to continue. These include adding career inventory and digital literacy assessment through North Star Assessments to the initial assessment process; having representatives available from New Mexico Workforce Connections, Graduate ABQ, and CNM to present and answer any questions; walking students through the process of creating online accounts through New Mexico Workforce Connections; and incorporating further orientation within the first week of class to allow students to get to know their instructors and classmates, and to be added to a text or email group for the class.
  - b. Beginning in January, we modified the delivery of citizenship curriculum to address students' different needs in regards to proficiency in English writing and English speaking to better prepare students for the written and interview portions of the citizenship exam. Our basic citizenship class is now designed to emphasize the literacy piece, intermediate emphasizes speaking and listening, and advanced integrates the two. Students are placed in appropriate classes based on NRS levels.
  - c. Our class scheduling process was changed to schedule what classes we offer at what times based on the assessments and availability of enrolled students at registration, rather than pre-determining the schedule of classes offered/times before registration and finding where students can best fit within it.
  - d. Before the COVID-19 pandemic, we were working to make improvements to our distance learning capabilities with Google Classroom and online presence. Starting in mid-March these efforts were accelerated due to the pandemic. We have improved our webpage (<https://www.ccasfnm.org/edu.html>) to better describe our classes to potential new students and easy to access updates for our current students. We expect to continue with distance learning going into the fall semester. Even when in-person instruction may resume, we have found distance learning makes our classes more accessible for some students and will use the systems we've built to incorporate it into future programming.
- 2) Further integrate career pathways into our programming and help students pursue careers and/or higher education
  - a. As stated above, we incorporated presentations from New Mexico Workforce Connections, Graduate ABQ, and CNM into new student orientation.
  - b. We began a process of creating a Career Pathways Center with all classroom desktop computers featuring apps and links to the Workforce Connections Portal, as well as other Career Pathway

building materials. We also put together a Career Pathways Corner in our main campus hallway that will continue to be updated with materials from New Mexico Workforce Connections and other local partners and resources to share information about job fairs, job openings, and career industries.

- c. We developed a partnership with Graduate ABQ to help our students transition from HSE to higher education, and involved them in new student orientation.

3) Support continual improvement and ensured success for faculty and staff

- a. Kris Degenhardt, Center Director, received a certificate from the National Career Pathways Leadership Institute.
- b. Teachers completed teacher effectiveness and professional development plans for the year.
- c. Last year the center prepared a wage increase proposal based on local and national statistics which included a SWOT analysis of the Center to further develop and add depth to center goals and support program quality assurance. This year, teachers received an equity wage increase.
- d. The Center continues to support its faculty and staff through improved access to standardized curricula, teaching resources, material, technology supports, materials technology supports and assessment systems. Support is available through monthly in service potluck sessions and informal gatherings.

2. Describe any cooperative arrangements your organization has with other agencies, institutions, or organizations for the delivery of adult education and literacy activities. Please specify degree of formality for each arrangement described (e.g. purely informal agreement vs. MOA/MOU.) How have these collaborations supported your program's goals?

This past program year, Catholic Charities' Center for Educational Opportunity had Memoranda of Understanding (MOU's) in place with a variety of educational institutions and organizations in central New Mexico, all of which are designed to promote career pathways for our students. The memoranda structure the delivery of off-site classes and educational services in high-need areas of Bernalillo County. At present, partners include:

- New Mexico Roofing Contractors Association
- Greater Albuquerque Housing Partnership
- Albuquerque Hispano Chamber of Commerce
- New Mexico Workforce Connections
- San Martin
- Serenity Mesa Rehabilitation Center
- Los Padillas Elementary School
- Plaza Feliz Housing Complex
- The Mexican Consulate of Albuquerque
- Fathers Building Futures
- Goodwill Industries of New Mexico
- Crossroads for Women

The center also has working relationships with several community partners. These relationships are aimed at providing off-site classes, referring students to our programs, recruiting volunteers to provide tutoring and other support to our program, providing professional development for our teachers, connecting our students to further higher education, or enhancing our classes to further our students' career skills and opportunities. These partners include:

- Graduate! ABQ/Mission: Graduate/ United Way of Central New Mexico
- CNM
- New Mexico Adult Education Association  
Rio Grande Credit Union (providing weekly financial education sessions to our students and working with us to develop an internship program)
- New Mexico Information Technology Apprenticeship Program
- ABC Community School Partnership
- Atrisco Companies
- SLStart New Mexico
- NM DELT
- Upland Team Commercial Roofing
- New Mexico Oil and Gas Association
- Cultivating Coders
- BurlingtonEnglish
- US Citizenship Immigration Services
- BeWell New Mexico
- National Hispanic Cultural Center
- Catholic Charities USA

Additionally, cooperative arrangements are an essential component of Catholic Charities, both as a key member of the Archdiocese of Santa Fe, and as a human services agency providing a wide-spectrum of services to those in need. Through the Archdiocese of Santa Fe, Catholic Charities has extensive ties to local communities, parishes, and neighborhoods throughout central New Mexico. Our Center for Educational Opportunity and Career Pathways is just one of six Centers of Excellence encapsulating Catholic Charities' many services. The others are Center for Self-Sufficiency and Housing Assistance, Children's Learning Center, Center for Immigration and Citizenship Legal Assistance, Center for Refugee Support, and Center for Community Involvement. Each of these programs have other program and mission partners. These relationships help us provide wrap-around services for students and to connect to a wide variety of students throughout Albuquerque, particularly Spanish-speaking parishes in the South Valley who often welcome us to recruit students. This year we worked with our agency's Center for Refugee Support to provide ESL Civics classes to Arabic speakers as well.

**3.** Describe your participation in any statewide initiatives and how that participation has affected your program's goals. (For example: Justice Initiative, Career Pathways Initiative)

In fall 2019, we also received a NMHED-AE Justice Initiative Grant, and began developing a quality program to provide Adult Basic Education and Career Pathways to justice-involved adults. To ensure we are following best

practices, we joined a cohort of Catholic Prison Ministries and worked with Catholic Charities USA. We developed an MOU with Fathers Building Futures to offer HiSET and career pathways instruction to formerly incarcerated fathers. We are also in the process of finalizing several other similar partnerships. We have also continued to work with CYFD with CYFD and the Albuquerque Hispano Chamber of Commerce to offer classes at the Chamber for released youthful offenders.

Beginning in the summer of 2019, Catholic Charities Center for Educational Opportunity participated in the Career Pathways Initiative. Through this we have identified areas of improvement and goals to improve our program. Many of our goals for this program year and our work towards them were enhanced by our participation in this initiative.

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

After the stay-at-home order was issued in March, the rest of the semester completed through distance learning via Google Classroom and Zoom. Distance learning is enhanced by textbook and chromebook distributions and student engagement via phone calls, texts, emails and zoom meetings. Outreach is occurring through the ccasnm web page, facebook and other social media outlets. Our summer registration was completed entirely online.

## Section II. Student Data 2019-2020\*\*

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

- your total program
- each satellite site

	Total Program	Site:	Site:	Site:	Site:	Site:
Total count of students with fewer than 12 hours (Table 2A)						
Total count of students with 12 + hours						
Total contact hours for students with 12 + hours						
Average contact hours for students with 12 + hours						
Average contact hours for students with 12 + hours experiencing level gains						
Count of all HSE graduates with 12 + hours						
Count of HSE en Español graduates with 12 + hours						
Post Test Rate ABE (Divide Column B ABE Total of Table 4b by Column B ABE Total of Table 4)						
Post Test Rate ESL (Divide Column B ESL Total of Table 4b by Column B ESL Total of Table 4)						
Percent of ABE students with 12+ who separated before achieving MSG (Divide Column G ABE Total on Table 4 by Column B ABE Total on Table 4)						
Percent of ESL students with 12+ who separated before achieving MSG (Divide Column G ESL Total on Table 4 by Column B ESL Total on Table 4)						
Please indicate your retention rate to 40 hours or more. (# of ABE students with 40+ instructional hours divided by Table 4, Column B ABE Total)						
Please indicate your retention rate to 40 hours or more. (# of ESL students with 40+ instructional hours divided by Table 4, Column B ESL Total)						
<b>Total # of students reporting TRANSPORTATION issues that impact the ability to participate in the AE Program.</b>						

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<b>Total # of students reporting CHILD CARE issues that impact the ability to participate in the AE Program.</b>						
<b>Please provide a list of communities or organizations requesting services or additional service from your program.</b>		<b>Service Requested</b>				
<b>Serenity Mesa</b>		<b>HSE- English/Spanish</b>				
<b>San Martin</b>		<b>HSE</b>				
<b>Los Padillas Elementary School</b>		<b>HSE</b>				
<b>Goodwill Industries of New Mexico</b>		<b>Career Pathways</b>				
<b>Crossroads for Women</b>		<b>HSE</b>				
<b>Fathers Building Futures</b>		<b>Career Pathways</b>				
<b>New Mexico Roofing Contractors Association</b>		<b>Career Pathways</b>				

***\*\* Information  
currently being  
collected by  
Dyanne Salazar  
and Kris  
Degenhardt.***

### Section III. Evaluation of Program Effectiveness

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

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

We use a system of continuous improvement to ensure we are always following the best practices and Doing the best for the students we serve. For all of our educational courses and activities, our teachers collect and analyze a variety of formative and summative program assessment data:

- Initial enrollments
- Retention data
- Completers data
- Formative assessments (progress toward milestones)
- Summative assessments (exams, diplomas, certificates)

We also use the following to further measure performance:

- Teacher self-assessments
- Teacher observations
- Student evaluations of instruction
- Student focused group interviews
- Lesson plan review

2. When you look at your program data, how effective do you gage your program to be, and why? Discuss areas of both strength and challenge, grounding your answer in the data.

At the end of last year, we found that changes in the Request for Proposal fee for service process with Albuquerque Public Schools Title I Adult Education Program to be in conflict with New Mexico Adult Basic Education policies, so we chose not to renew our contract for the 2019-2020 school year. Instead, we explored other avenues to continue to teach in various locations around the city, including entering into MOUs with individual schools directly. Because we are teaching at fewer sites than last year, it affected our overall averages across sites. Ending the APS contract did allow for a stronger focus on our main Bridge campus, where we did see some improvements in our post-test rate. Los Padillas is hardest to evaluate on the same level as our other sites because this is a class that meets once a week for four hours. The data was further complicated by pandemic factors beginning in March.

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

The program has begun an onboarding process this past year. We have found that this initiative, recommended to us by the Career Pathways Institute, has increased student engagement. Students and teachers have forged relationships around class scheduling, student goals, progress towards goals, student performance and retention.



4. Describe any program improvement initiatives you plan to pursue that were not already discussed in question #3 above.

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

The center has had solid numbers during the pandemic. Teachers have been supported with e-curriculum and supervision. This has created stronger numbers of attendance as the pandemic began. Please see attached reports for more details.

## **Section IV. WIOA Partner Activities, including Integration with One-Stop Partners**

For this section, please describe how the program has provided or supported services in the workplace development, career, employment and training arena.

1. Please provide an estimate of FEDERAL FUNDS used during the 2019-2020 fiscal year to support Title I WIOA related activities and services through the One-Stop system.

134.46
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2. Describe how services provided are aligned with the local workforce development area plan (Section 108 of WIOA), including how concurrent enrollment is promoted in programs and activities under the Workforce Development Activities (Titles I, III, and IV of WIOA, and as listed in New Mexico's Combined State Plan). Include information on the activities your organization provides in response to the regional needs as identified in the local workforce development area plan under section 108 of title I of WIOA.

The center has developed classes that are aligned with career pathways found from local businesses, entrepreneurial endeavors, and civic business projects that are vital to the state and local economy. The center has demonstrated and continues to collaborate through innovation, and by creating programming that correlates to specific career pathways that are vital to the state and local economy.

Over the past year, the center has had several coordination efforts between employment and training activities and partner programs to improve the quality of participants' experiences and interactions with the workforce system. Our key program in this area is a partnership with the New Mexico Roofing Contractors Association to graduate roofers from apprenticeship to journeyman status over the past year. Several of these students are receiving their certification through the Roofers Union in July. This process was achieved by utilizing English for Special Purposes, and Integrated Education and Technology.

In collaboration with our community partners at the Albuquerque Hispano Chamber of Commerce, our center taught the Comcast Skill Up computer classes. Students have attended classes which have increased their computers skills, specifically in Excel. They have worked on interview, resume, and job search skills, while improving computer literacy.

As described under section III, we're looking at offering job fairs to help our students explore job opportunities available in the community and connect with employers. This will also benefit local employers as they can connect to the local workforce.

3. Describe activities and strategies your organization has implemented to demonstrate partnership with the Local Workforce Development Board (LWDB) and one-stop operators to plan, develop, and evaluate adult education and literacy activities for the area you will serve.

In 2017, we entered into a three-year memorandum of understanding with New Mexico Workforce Connections (attached). Activities and strategies that we have implemented that demonstrate partnership with NMWC include (a) student-centered curriculum development, (b) a range of ES classes, from level I to level III, (c) English for Special Purposes classes, and (d) HiSET classes connected to specific trades. NMWC has a visible presence at Catholic Charities with frequent presentations to classes and flyers available at our sites. Further details are outlined in the attached MOU. As outlined in Section I, we have also made NMWC even more involved with our onboarding process.

4. Include a copy of your program's MOU and IFA with the Local Workforce Board(s) in the area(s) in which you provide service. In the event that the MOU or IFA are not complete, please discuss.

Please see attached.

**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 2019-2020 program year.

**1. Please attach your original Career Pathways Initiative Action Plan + final Progress and Sustainability Plan to this report.**

Please see attached.

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

The Center for Educational Opportunity has aligned itself with the Career and College Readiness Standards and the Equipped for the Future Standards to assure that every lesson plan delivered in every class promotes Learning in Context. All lesson plans follow the center's standardized lesson plan template which require incorporating standards from Equipped for the Future (EFF), College and Career Readiness (CCR), and Comprehensive Adult Student Assessment System (CASAS). The templates also ask for inclusion of language instruction, direct instruction, inquiry instruction, workforce development/employment activities and/or blended learning.

Our English for Special Purposes utilize BurlingtonEnglish, a blended literacy educational software designed to help students gain basic language skills, develop digital literacy, and learn useful vocabulary in order to communicate and interact successfully in their everyday lives. The integration of Burlington into our curriculum allows us to integrate language acquisition and civics education with level-appropriate workforce preparation activities all while completing digital literacy activities. This program allows for the flexibility for use in mixed level classes. Burlington also has a strong career and soft skills component. Our HiSet/GED classes also integrate learning with technology through Edmentum™ Plato Courseware, a standards-based online learning program.

The program has a four year relationship with the New Mexico Roofing Contractors Association (NMRCA). This relationship has allowed students to come through the roofing association and attend classes delivered in contextualized learning for high school completion using integrated education and training. Using the I-BEST model, teachers have been able to teach roofing in combination with English for Special Purposes and Math. Students are able to graduate from the NMRCA program having obtained (High School Equivalency) HSE, ESL, Citizenship and State of New Mexico Apprenticeship certification.

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

Please see our Career Pathways Plan.

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

We have a collaborative program with the New Mexico Roofing Contractors Association to teach high school equivalency courses and roofing skills through partnership with our instructors and their roofing professionals. Then provide connections to roofing employers. We follow I-BEST, IET and English for Special Purposes models. Our program has helped many students become journeymen and several have even gone on to pursue supervisory roles in their companies.

## **Section VI. College and Career Readiness Standards**

For this section, please describe the program's progress toward implementation of adult education college and career readiness standards (CCRS). Of course we understand that your answers to the questions below will necessarily include both pre-and-post pandemic realities. We trust you will capture both and organize your responses in a way that makes most sense to you and adds helpful perspective to information already supplied in earlier sections of this report.

- 1.** Describe how your organization's program a) is of sufficient intensity and quality, and based on the most rigorous research available so that participants achieve substantial learning gains; and b) uses instructional practices that include the essential components of reading instruction.

In order to ensure sufficiency of intensity and quality and utilization of the most rigorous research available, our faculty follow a system of continuous improvement including keeping up with current research through professional development. The Center for Educational Opportunity has aligned itself with the Career and College Readiness Standards and the Equipped for the Future Standards as well as CASAS content standards and competencies to assure that every lesson plan delivered in every class promotes Learning in Context. These standards install the rigor and diversity of information necessary for students to achieve level gains while advancing workforce development skills in an innovative effort to continue to create an educated workforce. Faculty structure their syllabi aligned with these standards and use standardized lesson plan template which require incorporation of all of these areas. We have reviewed the academic literature on best practices in adult education, HiSET test preparation, English as a Second Language teaching and learning, and workforce and career readiness preparation, utilizing resources found at the National Center for the Study of Adult Learning and Literacy, the American Institute for Research, and the Rennie Foundation.

- 2.** Describe how your organization's activities effectively use technology, services, and delivery systems, including distance education in a manner sufficient to increase the amount and quality of learning and how such technology, services, and systems lead to improved performance.

Prior to the pandemic, we were already using Google Classroom to facilitate distance learning, enable communication with teachers, and help students engage in class and collaborate with other students. After the stay-at-home order was issued, we began using Google Classroom and Zoom to continue all classes through distance learning.

We also offer learning labs at our facility to offer students a chance to use our computers to complete their work at their own pace. Our facility also has state-of-the-art technology available to our instructors and teachers including touch-screen desktop computers in each classroom, mobile smart-boards, laptops, wireless internet access, wireless projectors, and flat screens with HDMI connections. To enable distance learning in the pandemic, we loaned Acer Notebooks to all of our students.

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

For this section, if the program received IELCE funding for 2019-2020, please describe IELCE activities and services provided by the program so far this fiscal year.

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

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

35
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2. Describe how the local areas in which your organization is located have demonstrated a need for additional English language acquisition programs and civics education programs.

Catholic Charities is located in the heart of the Albuquerque South Valley and we serve students mainly from the 87105/87121 area. According the Census Bureau, over 55% of this population speak a language other than English. An analysis by the UNM Evaluation Lab in 2016 found that 17% of South Valley residents and 20% of senior South Valley residents are not completely comfortable speaking English. These rates are higher than the average both for the U.S. and for the rest of the City of Albuquerque.

The UNM Evaluation Lab also found that 17% of residents in the South Valley are immigrants, and 12% of residents are not citizens, which is again higher than the averages both in the U.S. and Albuquerque as a whole. The study noted these percentages may be even higher after accounting for the estimated 15% of undocumented immigrants that are not documented by the census.

This is also an area of substantial unemployment. In 2015 the median household income was 34,373.00. The per capita income was \$17,002. Unemployment is at 6.1%. Providing additional English language acquisition and civics education, including citizenship classes, will help open more career pathways for this population. Children will also benefit as their parents will have more skills with which to help them with school work and school related activities.

3. Describe how your program has provided Integrated Education and Training (IET) for your IELCE students and how they fulfill the three requirements for an IET program (34 CFR 463)

Classes for IELCE utilize the BurlingtonEnglish software to help students gain basic language skills develop digital literacy and learn useful vocabulary in order to communicate successfully in their careers and other activities in their everyday lives. BurlingtonEnglish allows us to integrate language acquisition and civics education with level-appropriate workforce preparation activities all while completing digital literacy activities. This program allows for the flexibility for use in mixed level classes and the courses in BurlingtonEnglish align to CASAS competencies. Also, literacy and civics activities within the program are designed to help eligible individuals who are English Language Learners learn rights and responsibilities of citizenship and civic participation. BurlingtonEnglish is used in collaboration with the USCIS curriculum for beginners and intermediate citizenship classes. The interweaving of BurlingtonEnglish and USCIS curriculum creates the greatest degree of educational opportunity for students on a pathway to citizenship.

## VIII. Staff and Professional Development

Please fill out the chart below providing information about your program's staff, their levels of education, years of experience in adult education, and professional development received in 2019-2020

*\*Please refer to legend below chart; each letter refers to specific trainings*

Last Name	First Name	Position	Full or Part Time	Educational Attainment	Years of Experience in Adult Education	Professional Development Attended	Date	Location
Degenhardt	Kris	Center Director	FT	BA	32	*ABCDEFGH		
Armijo-Prewitt	Tara	Program Assistant (October 2019 – May 2020) Associate Center Director (May 2020 – Present)	FT	Masters		*DEFGH		
Adkins	Dawn	Teacher		Masters	4	*EFGH		
Ammar	Dania	Teacher		Masters	4	*EFGH		
Atencio	Paulette	Teacher		Masters	40+	*EFGH		
Boese	Philip	Teacher		Masters	40+	*EFGH		
Bustamante	Maria	Teacher		BA	4	*EFGH		
Cowan	Aaron	Teacher		PhD Candidate	21	*EFGH		
Jones	Jackie	Teacher		Masters	11	*EFGH		
Nunez	Laura	Teacher		Masters	40+	*EFGH		
Sanchez	Juan	Teacher		Masters	6	*DEFGH		
Vasquez	Carlos	Teacher		Masters	28	*EFGH		
Samantha	Haas	Program Coordinator	FT			*DEFGH		

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		(October 2019 – May 2020)			
Taylor	Stanton	Program Coordinator (May 2020 – present)	FT	BA	

***\*Professional Development Legend***

- A. Completed National Career Pathways Network (NCPN) Leadership Certification, online
- B. Transgender 101 Training by Transgender Resource Center, 11/22/19, Catholic Charities Bridge Offices
- C. Meeting of Re-Entry Directors within Catholic Prison Ministries Coalition (discuss how to move forward, set standards, and work collaboratively to best serve justice-involved individuals), 12/9/19, New Orleans
- D. Career Pathways Initiative Webinars w/ Jeff Fantine, various sessions throughout the year, online
- E. Collaborative Workgroups and Training, ongoing, at Catholic Charities Bridge Offices and continued virtually after March
- F. Catholic Charities All Staff Meetings/Trainings, 10/25/20, 12/6/20, 7/24/20, Catholic Charities Bridge Offices and online
- G. Criminal Record Expungement Act Training by ACLU, 1/8/20, Catholic Charities Bridge Offices
- H. Information about Department of Vocational Rehabilitation, 4/2/20, webinar



# IX. Fiscal Survey

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

1. Please indicate Total hours contributed – Volunteer Tutors

Total hours contributed	Fair Market Value per Hour	Total
350	19.9	6,965

2. Please indicate FY 2019-2020 hours contributed – Volunteer Admin (Receptionist/Front Desk)

Total hours contributed	Fair Market Value per Hour	Total
120	19.9	2,388

3. Please indicate FY 2019-2020 hours contributed – Board of Directors (Organizational Development)

Total hours contributed	Fair Market Value per Hour	Total
500	19.9	9,950

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

5. Please indicate total fair market value of donated equipment.

6. Please indicate total fair market value of donated IT infrastructure and 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

## Alternate option:

Please indicate institution's building renewal and replacement allocation

(Please cite the source document for the amount)

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

1. Please list other sources of support and their contributions for FY 2019-2020.

Source	Amount
Serenity Mesa	\$4,200.00
Los Padillas	\$6,500.00
New Mexico Roofing Contractors Association	\$2,191.69
Private Donations	\$7,472.95
Roofing Job Fair Employer Booth Rental	\$800.00

**B. Program Income Activities**

2. Please indicate the amount of PROGRAM INCOME generated from your program for the 2019-2020 fiscal year.

6,538
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Please list the PROGRAM INCOME EXPENDITURES below:

AEFLA allowable activity	Amount
Instructional Materials	6,538

# New Mexico Workforce Connection

## Central Region



Leslie Sanchez, Chair

Dewey V. Cave, Executive Director

June 27, 2017

James Gannon, CEO  
Catholic Charities  
2010 Bridge Blvd. SW  
Albuquerque, NM 87105

Dear Mr. Gannon,

The Workforce Connection of Central New Mexico (WCCNM), through a competitive process, approved the Mid-Region Council of Governments to continue to serve as the One-Stop Operator, effective July 1, 2017. Therefore, the MRCOG has been tasked to develop and execute the WIOA Partner MOU. Per, WIOA Section 121(c) and (h), and the Workforce Innovation and Opportunity Act (WIOA) of 2014 and Joint Final Rule- 20 CFR 678.700-678.755, all required Partners, under the WIOA, are mandated to agree to and sign the One-Stop Partner MOU with the WCCNM.

Workforce Connection of Central New Mexico is committed to encouraging input and partnership from the variety of providers and representatives in our region, including WIOA mandated and optional partners. The Act provides for increased access to One-Stop Centers for special populations, meeting performance standards, quality customer service to business and job seekers and continuous improvement of WCCNM One-Stop operations.

Please find the included draft MOU (within your review, focus on Terms and Conditions and Roles and Responsibilities), services form, and signature page, which will be attached as an addendum to the final Partner MOU. Please fill out the included form (identifying your individual/unique partner services), sign signature page and return signature page and services form to the Mid-Region Council of Governments in the provided self-addressed and stamped envelope. Once all partners have returned their information, a fully executed copy of the complete MOU will be sent to your office for your files. Additionally, through signing this MOU, WIOA Partners are agreeing to the Infrastructure Funding Agreement (IFA), still not identified; these costs will be negotiated with each partner and finalized prior to January 2018, per state and federal direction. Note, the current Resource Sharing Agreement will act as the IFA until negotiations with partners have been finalized.

If you have any questions, I can be reached directly at (505) 724-3636 or via email at [jsans@mrcog-nm.gov](mailto:jsans@mrcog-nm.gov).

Sincerely,

Jerilynn L. Sans  
Workforce Administrator



809 Copper Avenue, NW • Albuquerque, New Mexico 87102

Telephone: (505) 247-1750 • Fax: (505) 247-1753 • [www.wccnm.org](http://www.wccnm.org)

"Equal Opportunity Program"



# New Mexico Workforce Connection

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

## Authority and Signature- Adult Basic Education- Catholic Charities

- One Completed, signed, and dated Authority and Signature page is required for each signatory official.

By Signing my name below, I James Gannon, certify that I have read the WCCNM Partner MOU. All of my questions have been discussed and answered satisfactory.

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

☒ The MOU

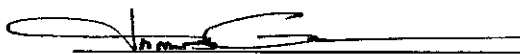
By signing this document, I also certify that I have the legal authority to bind my agency (outlined below) to the terms of:

☒ The MOU

☒ The Infrastructure Funding Agreement (IFA) – Please note; The Current Resource Sharing Agreement (RSA) will remain in effect until negotiations with each WIOA required partner is complete; prior to January 1, 2018.

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

- a) In three years,
- b) Upon amendment, modification, or termination, or
- c) On June 30, 2020, whichever occurs earlier.



8-10-17

Signature

Date

James Gannon, Executive Director / CEO

Printed Name and Title

Catholic Charities

Agency Name

Kris Degerhardt 505.724.4672

Agency Contact Information



**Workforce Connection of Central New Mexico**

809 Copper NE, Albuquerque, NM 87102 | [www.wccnm.org](http://www.wccnm.org) | (505) 247-1750



<b>REQUIRED PARTNERS</b>	<b>Eligibility</b>	<b>Outreach, intake, orientation</b>	<b>Skills and supportive service needs assessment</b>	<b>Labor exchange services</b>	<b>Program coordination and referral</b>	<b>Labor market information</b>	<b>Training provider performance and cost information</b>	<b>Performance info for the local area as a whole</b>	<b>Info on the availability of supportive services</b>	<b>Info and Assistance with UI claims</b>	<b>Assistance establishing eligibility for financial aid</b>	<b>Employment retention services</b>	<b>Follow-up services</b>
<b>Title IB – WIOA Adult &amp; Dislocated Worker</b>	X	X	X	X	X	X	X	X	X	X	X	X	X
<b>Title IB – WIOA Youth</b>	X	X	X	X	X	X	X	X	X	X	X	X	X
<b>TechHire NM</b>	X	X	X	X	X	X	X		X		X	X	X
<b>Employment Programs under Wagner-Peyser</b>	X	X	X	X	X	X	X		X	X			
<b>Vocational Rehabilitation</b>		X	X		X	X	X		X		X	X	X
<b>Post-secondary Career and Technical Education under Perkins</b>													
<b>Trade Adjustment Assistance (TAA)</b>	X			X	X	X	X	X		X			X
<b>Job Counseling, Training and Placement Services for Veterans</b>	X	X	X	X	X	X		X	X			X	X
<b>Community Services Block Grant</b>													
<b>Unemployment Insurance</b>													
<b>Senior Community Services Employment Program (SCSEP)</b>									X	X			
<b>Trade Readjustment Assistance (TRA)</b>	X	X			X					X			
<b>Second Chance</b>													
<b>TANF - SL Start</b>	X- TANF	X	X		X	X		X	X			X	









# New Mexico Workforce Connection

*A Proud Partner of the American Job Center Network*

## *DRAFT*

### **Memorandum of Understanding (MOU)** Between **Workforce Connection of Central New Mexico (WCCNM)** And **America Job Center Partners**



**Workforce Connection of Central New Mexico**

809 Copper NE, Albuquerque, NM 87102 | [www.wccnm.org](http://www.wccnm.org) | (505) 247-1750

"Equal Opportunity Program"



**Memorandum of Understanding (MOU)**  
Between  
**Workforce Connection of Central New Mexico (WCCNM)**  
And  
**American Job Center Partners**

**LEGAL AUTHORITY**

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

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

**PURPOSE**

The primary purpose of this Memorandum of Understanding (MOU) is to create a partnership between the Workforce Connection of Central New Mexico (WCCNM) and the American Job Center Partners (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 effective integration of workforce services.

**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 Area industries are growing, businesses are highly competitive and profitable, workers are skilled and productive, and communities are growing and thriving.*

## System Structure

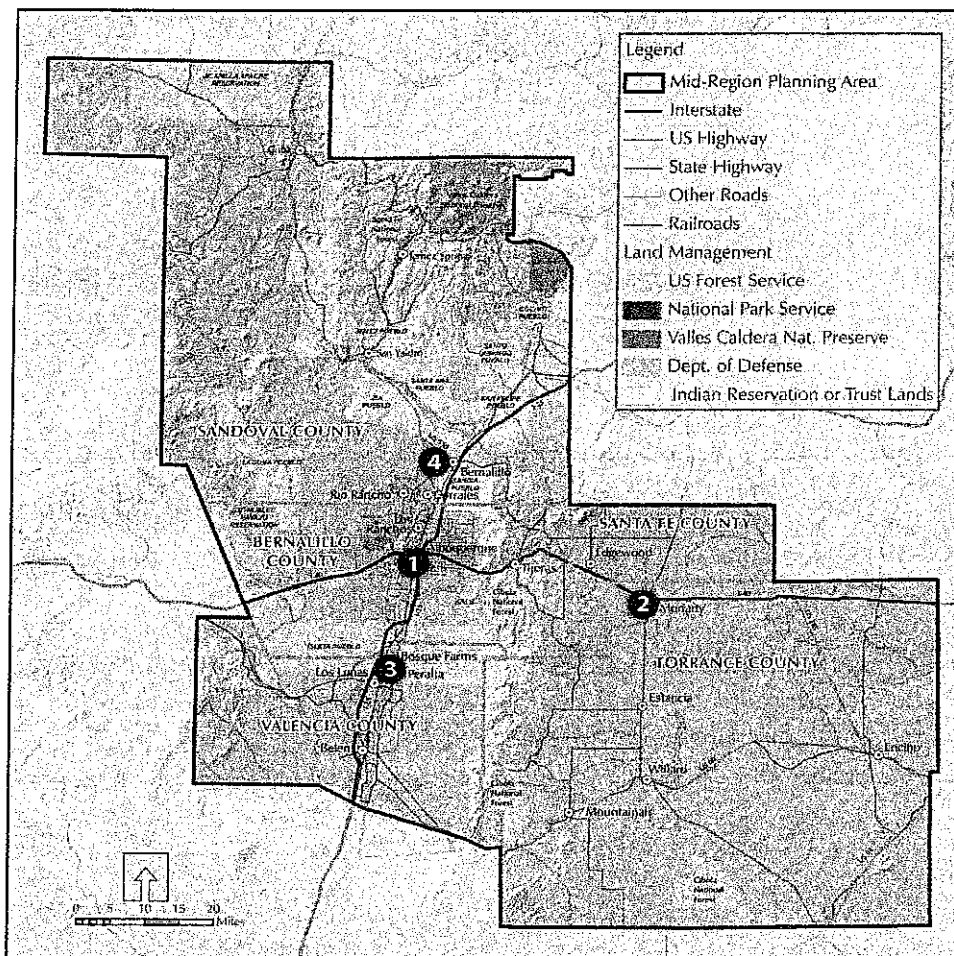
### WCCNM American Job Centers

#### Workforce Connection of Central New Mexico



##### BUSINESS AND CAREER CENTERS

1. **Bernalillo County Office** 501 Mountain Road NE | Albuquerque, NM 87102 | P (505) 843-1900 | F (505) 843-1993
2. **Torrance County Office** 777 Route 66 | Chamber of Commerce Building | Moriarty, NM 87035 | P (505) 832-6774
3. **Valencia County Office** 428 Los Lentos Rd SE | Los Lunas, NM 87031 | P (505) 212-9115 | F (505) 865-2278
4. **Sandoval County Office** 301 Rail Runner Ave | Bernalillo, NM 87004 | P (505) 771-2160 | F (505) 771-2541



##### Mid-Region Council of Governments

Administrative Entity for the Workforce Connection of Central New Mexico  
809 Copper Ave. NW | Albuquerque, NM 87102 | 505-247-1750

Within the Central Region there is one WIOA comprehensive One-Stop (Bernalillo County) and three affiliate American Job Centers (AJC). These centers were established

under the Workforce Investment Act of 1998 and continued by the Workforce Innovation and Opportunity Act. All centers offer WIOA Adult, Dislocated and Youth Services, and provide for both staff assisted and self-directed services and access to Unemployment Services via the telephone or through the resource center facilities. Resources available at each WCCNM AJC One-Stop includes, but are not limited to: computers with internet access and the New Mexico Job Service System, fax and copy machines, online job search and career exploration resources, online filing for Unemployment Insurance benefits, labor market information and literature pertaining to careers, job search and training. Staff assisted career services are available to customers who require some staff assistance to include job referral, job development, workshops, resume review, and other reemployment services support.

Office hours for all American Job Centers within the Central Area is Monday through Friday 8:00 AM to 5:00 PM

### **One-Stop Operator**

The WCCNM selected the one-stop operator, Mid-Region Council of Governments., through a competitive process in accordance with the Uniform Guidance, WIOA and its implementing regulations, and Local procurement laws and regulations. All documentation for the competitive one-stop operator procurement and selection process is published and may be accessed by the NMDWS WIOA Administrator – (505) 841-9450. The State requires that the one-stop operator is re-competed at least every three years and no later than every four years. Functional details are outlined in the Roles and Responsibilities of Partners section, under One-Stop Operator.

## Partners

Partner Program	Partner Organization	Authorization / Category	Signatory Official	Contact Information
<b><i>Co-Located Partners at Bernalillo County's Comprehensive One-Stop America's Job Center</i></b>				
Wagner-Peyser Employment Services	NM Dept. of Workforce Solutions	Wagner-Peyser Employment Services (ES) program, authorized under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), as amended by title III of WIOA, also providing the state's public labor exchange	Secretary Celina Bussey	PO Box 1928 Albuquerque, NM 87103-1928 505-841-8912 <a href="mailto:celina.bussey@state.nm.us">celina.bussey@state.nm.us</a>
Jobs for Veterans State Grants	NM Dept. of Workforce Solutions	Jobs for Veterans State Grants (JVSG), authorized under chapter 41 of title 38, U.S.C.	Secretary Celina Bussey	PO Box 1928 Albuquerque, NM 87103-1928 505-841-8912 <a href="mailto:celina.bussey@state.nm.us">celina.bussey@state.nm.us</a>
Trade Adjustment Assistance	NM Dept. of Workforce Solutions	Trade Adjustment Assistance (TAA), authorized under chapter 2 of title II of the Trade Act of 1974 (19 U.S.C. 2271 et seq.)	Secretary Celina Bussey	PO Box 1928 Albuquerque, NM 87103-1928 505-841-8912 <a href="mailto:celina.bussey@state.nm.us">celina.bussey@state.nm.us</a>
Unemployment Insurance Reemployment Services and Eligibility Assessment  <b>Access by Computer and Telephone</b>	NM Dept. of Workforce Solutions	Budget Control Act, 2016, WIOA Act of 2014, Unemployment Insurance Program Letter 19-15	Secretary Celina Bussey	PO Box 1928 Albuquerque, NM 87103-1928 505-841-8912 <a href="mailto:celina.bussey@state.nm.us">celina.bussey@state.nm.us</a>
WIOA Adult, Dislocated Worker, and Youth Programs	Mid-region Council of Governments, Workforce Connection of Central LWDB	WIOA title I Adult, Dislocated Worker, and Youth Programs – WIOA Act of 2014	WCCNM Board Chair Leslie Sanchez	809 Copper Ave. NW, Albuquerque, NM 87102 505-724-3636 <a href="mailto:leslie@dlenm.org">leslie@dlenm.org</a>
Temporary Assistance for Needy Families (TANF)	NM Human Services Dept,	Temporary Assistance for Needy Families (TANF), authorized under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.) <sup>3</sup>	Secretary Brent Earnest	Office of the Secretary P.O. Box 2348 Santa Fe, NM 87504 505- 827-7750 <a href="mailto:brent.earnest@state.nm.us">brent.earnest@state.nm.us</a>



Temporary Assistance for Needy Families (TANF)	SL Start (service provider)	Temporary Assistance for Needy Families (TANF), authorized under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.) <sup>3</sup>	Lisa Roberts, EVP of Operations & Workforce Services	5709 W Sunset Hwy, Suite 100, Spokane WA 99224 208.329.0723 <a href="mailto:lroberts@slstart.com">lroberts@slstart.com</a>
Innovate + Educate	Innovate+Educate	Additional Partner	Jamai Blivin, CEO	228 Griffin Street Santa Fe, NM 87501 (505) 629-7071 <a href="mailto:jamai.blivin@innovate-educate.org">jamai.blivin@innovate-educate.org</a>
Graduate Abq!	United Way of Central NM	Additional Partner	Ed Rivera, President/CEO	2340 Alamo Ave. SE, Suite 200, Albuquerque, NM 87106 505-247-3671 <a href="mailto:Ed.rivera@uwcnm.org">Ed.rivera@uwcnm.org</a>
Tech-Hire NM	Workforce Connection of Central NM	TechHire Partnership Grants: FOA-ETA-16-01	WCCNM Board Chair Leslie Sanchez	809 Copper Ave. NW, Albuquerque, NM 87102 505-724-3636 <a href="mailto:leslie@dlennm.org">leslie@dlennm.org</a>
NM Department of Vocational Rehabilitation Services	NM Department of Vocational Rehabilitation Services	State Vocational Rehabilitation (VR) program, authorized under title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.), as amended by title IV of WIOA	Joe D. Cordova, Executive Director	435 St. Michael's Dr. Bldg. D Santa Fe, NM 87505 505-954-8500 800-224-7005
Job Corps	Job Corps	Job Corps, WIOA Title I, Subtitle C	Vicki Wilkins, Center Director	1500 Indian School Rd. NW Albuquerque, NM 87104 505-222-4100 <a href="mailto:Wilkins.Vicki@jobcorps.org">Wilkins.Vicki@jobcorps.org</a>

***Partners Not Co-located at Bernalillo County's Comprehensive One-Stop - America's Job Center***

Rio Metro Regional Transit District, New Mexico Job Access Program	Rio Metro Regional Transit District	Additional Partner	Terry Doyle, Director RMRTD	809 Copper Ave. NW Albuquerque, NM 87102 505-843-1701 <a href="mailto:tdoyle@mrkog-nm.gov">tdoyle@mrkog-nm.gov</a>
Senior Community Service Employment Program Set-Aside Grantees	NICOA, National Indian Council on Aging	Senior Community Service Employment Program Set-Aside Grantees	Randella Bluehouse, Executive Director	8500 Menaul Blvd NE, Suite B-470 Albuquerque, NM 87112 505-292-2001 <a href="mailto:rbluehouse@nicoa.org">rbluehouse@nicoa.org</a>

Senior Community Service Employment Program SCSEP	NM Goodwill	Senior Community Service Employment Program (SCSEP), authorized under title V of the Older Americans Act of 1965 (42 U.S.C. 3056 seq.)	Mary Best, President/CEO	5000 San Mateo Blvd. NE Albuquerque, NM 87109 505-881-6140 <a href="mailto:mbest@goodwillnm.org">mbest@goodwillnm.org</a>
National Farmworker Jobs Program Employment and Training Grants	Help – New Mexico	National Farmworker Job Program (NFJP) WIOA Sec. 167	Michael Gutierrez, Chief Executive Officer	5101 Copper Ave NE Albuquerque, NM 87108 505-766-4918 <a href="mailto:Mike.Gutierrez@helpnm.com">Mike.Gutierrez@helpnm.com</a>
Youth Build	Youth Development Inc	YouthBuild Grants: SGA-DFA-PY-13-04	Dr. Diego Gallegos, President/CEO	518 1st Street NW Albuquerque, NM 87102 505-212-7442 <a href="mailto:dgallegos@ydnm.org">dgallegos@ydnm.org</a>
Youth Build	Help- New Mexico	<u>YouthBuild 2016:</u> <u>FOA-ETA-16-10</u>	Michael Gutierrez Chief Executive Office	5101 Copper Ave NE Albuquerque, NM 87124 505-766-4918 <a href="mailto:Mike.Gutierrez@helpnm.com">Mike.Gutierrez@helpnm.com</a>
Adult Basic Education	Adult Education Albuquerque GED	WIOA title II Adult Education and Family Literacy Act (AEFLA) Program	Gloria Rael, Executive Director	c/o Trumbull Family Resource Center 419 Pennsylvania St. SE, Albuquerque, NM 87108 505-980-2129 <a href="mailto:gloria@abqged.org">gloria@abqged.org</a>
Adult Basic Education	Adult Education Catholic Charities	WIOA title II Adult Education and Family Literacy Act (AEFLA) Program	James Gannon, CEO	2010 Bridge Blvd. SW Albuquerque, NM 87105 505-724-4601 <a href="mailto:gannonj@ccasfnm.org">gannonj@ccasfnm.org</a>
Adult Basic Education	Adult Education Central New Mexico Community College – CN	WIOA title II Adult Education and Family Literacy Act (AEFLA) Program	Wanda Helms, CNM Controller	Business Office 525 Buena Vista SE Albuquerque, NM 87106 505-224-3457 <a href="mailto:whelms@cnm.edu">whelms@cnm.edu</a>
Adult Basic Education	Adult Education New Mexico Corrections Depart.	WIOA title II Adult Education and Family Literacy Act (AEFLA) Program	Eric Erickson, Operations Manager Recidivism Reduction Division	615 1st Street, NW Albuquerque, NM 87102 505-382-1775 <a href="mailto:eric.erickson@state.nm.us">eric.erickson@state.nm.us</a>
Adult Basic Education	Adult Education Reading Works	WIOA title II Adult Education and Family Literacy Act (AEFLA) Program	Margaret Barker, Board President	8005 Pennsylvania Circle NE, Albuquerque, NM 87110 505-321-9620 <a href="mailto:president@ready-works.org">president@ready-works.org</a>

Adult Basic Education	Adult Education Santa Fe Community College	WIOA title II Adult Education and Family Literacy Act (AEFLA) Program	Letty Naranjo, Director	Adult Education 6401 Richards Ave. Santa Fe, NM 87508 505-428-1330 <a href="mailto:Letty.naranjo@sfcc.edu">Letty.naranjo@sfcc.edu</a>
Adult Basic Education	Adult Education Southwestern Indian Polytechnic Institute	WIOA title II Adult Education and Family Literacy Act (AEFLA) Program	Sherry Allison, President	9169 Coors Blvd. NW Albuquerque, NM 87120 505-792-2976 <a href="mailto:sherry.allison@bie.edu">sherry.allison@bie.edu</a>
Adult Basic Education	Adult Education UNM- Los Alamos	WIOA title II Adult Education and Family Literacy Act (AEFLA) Program	Dr. Cynthia J. Rooney, Chief Executive Officer	4000 University Dr. Los Alamos, NM 87544 505-669-3400 <a href="mailto:gbaca@unm.edu">gbaca@unm.edu</a>
Adult Basic Education	Adult Education UNM-Valencia	WIOA title II Adult Education and Family Literacy Act (AEFLA) Program	Dr. Alice Lettney, Chief Executive Officer	280 La Enbtradam Los Lunas, NM 87031 505-925-8540 <a href="mailto:alichel@unm.edu">alichel@unm.edu</a>
Community College	Public Education Department  Carl's Perkins Act	Career and technical education (CTE) programs at the postsecondary level, authorized under the Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2301 et seq.)	Dr. Elaine Perea, College & Career Readiness Director	300 Dan Gaspar Ave. Santa Fe, NM 87501 505-827-6715 <a href="mailto:Elaine.perea@state.nm.us">Elaine.perea@state.nm.us</a>
Community Services Block Grant Act (CSBG)	New Mexico Department of Human Services	Employment and training activities carried out under the Community Services Block Grant Act (CSBG) (42 U.S.C. 9901 et seq.)	Brent Earnest, Secretary	Office of the Secretary P.O. Box 2348 Santa Fe, NM 87504 505-827-7750 <a href="mailto:brent.earnest@state.nm.us">brent.earnest@state.nm.us</a>
Department of Probation, Parole, and Pardon Services	Department of Probation, Parole, and Pardon Services	Reentry Employment Opportunities (REO), programs authorized under sec. 212 of the Second Chance Act of 2007 (42 U.S.C. 17532) and WIOA sec. 169	Eric Erickson, Operations Manager Recidivism Reduction Division	615 1st Street, NW Albuquerque, NM 87102 505-382-1775 <a href="mailto:eric.erickson@state.nm.us">eric.erickson@state.nm.us</a>
Ticket to Work	Adelante of NM	Ticket to work and self-sufficiency program [116]  Sec. 1148. [42 U.S.C. 1320b-19] (a) In General	Mike Kivitz, CEO	3900 Osuna Rd. NE Albuquerque, NM 87109 505-341-2000 <a href="mailto:kswilliams@goadelante.org">kswilliams@goadelante.org</a>
Pueblo	Santo Domingo		Robert B Coriz, Governor	P.O. Box 99 Santo Domingo Pueblo, NM 87052 505-465-2214 <a href="mailto:RBCoriz@kewa-nsn.us">RBCoriz@kewa-nsn.us</a>

Pueblo	Isleta		J. Robert Benavides, Governor	P.O. Box 1270 Isleta Pueblo, NM 87022 505-869-3111 <a href="mailto:povgov@isletapueblo.com">povgov@isletapueblo.com</a>
Pueblo	Zia		Carl B. Schildt, Governor	135 Capitol Square Dr. Zia Pueblo, NM 87053 505-867-3304 <a href="mailto:governor@ziapueblo.org">governor@ziapueblo.org</a>
Pueblo	Santa Ana		Lawrence Montoya, Governor	2 Dove Road Santa Ana Pueblo, NM 87004 505-867-3301 <a href="mailto:governor@santaana-nsn.gov">governor@santaana-nsn.gov</a>
Pueblo	Sandia		Malcom Montoya, Governor	481 Sandia Loop Bernalillo, NM 87004 505-867-3317 <a href="mailto:sparkinson@sandiapueblo.nsn.us">sparkinson@sandiapueblo.nsn.us</a>
Pueblo	Cochiti		Eugene Herrera, Governor	P.O. Box 70 Cochiti Pueblo, NM 87072 505-465-2244 <a href="mailto:es_herrera@pueblodecochiti.org">es_herrera@pueblodecochiti.org</a>
Pueblo	San Felipe		Anthony Ortiz, Governor	P.O. Box 4339 San Felipe Pueblo, NM 87001 505-867-3381 <a href="mailto:ssandoval@sfpueblo.com">ssandoval@sfpueblo.com</a>
Pueblo	Jemez Springs		Joseph A. Toya, Governor	P.O. Box 100 Jemez Pueblo, NM 87024 505-834-7359 <a href="mailto:Joseph.a.toya@jemezpueblo.org">Joseph.a.toya@jemezpueblo.org</a>

## **TERMS and CONDITIONS**

### **Partner Services**

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

<b>Business Services</b>		
Serve as a single point of contact for businesses, responding to all requests in a timely manner	Provide information and services related to Unemployment Insurance taxes and claims	Assist with disability and communication accommodations, including job coaches
Conduct outreach regarding Local workforce system's services and products	Conduct on-site Rapid Response activities regarding closures and downsizings	Develop On-the-Job Training (OJT) contracts, incumbent worker contracts, or pay-for-performance contract strategies
Provide access to labor market information	Provide customized recruitment and job applicant screening, assessment, and referral services	Provide employer and industry cluster-driven Occupational Skills Training through Individual Training Accounts with eligible training providers
Assist with the interpretation of labor market information	Conduct and or assist with job fairs and hiring events	Develop customized training opportunities to meet specific employer and/or industry cluster needs
Use of one-stop center facilities for recruiting and interviewing job applicants	Consult on human resources 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

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

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

## **Roles Responsibilities of the Partners**

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

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

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

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

Additionally, all Parties shall:

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

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

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, and that incorporates plans for each of the Local areas in the planning region;

- 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 Area's American Job Center network.

## **WCCNM**

The Workforce Connection of Central New Mexico's Workforce Development Board ensures the workforce-related needs of employers, workers, and job seekers in the Central Area 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 Area, 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 - American Job Center network structure. This includes, but is not limited to:
  - Adequate, sufficient, and accessible one-stop center locations and facilities;
  - Sufficient numbers and types of providers of career and training services (including eligible providers with expertise in assisting individuals with disabilities and eligible providers with expertise in assisting adults in need of adult education and literacy activities);
  - A holistic system of supporting services; and
  - A competitively procured one-stop operator.
- In collaboration with the CEO's, designate through a competitive process, oversee, monitor, implement corrective action, and, if applicable, terminate the one-stop operator(s);
- Determine the role and day-to-day duties of the one-stop operator;

- Approve annual budget allocations for operation of the American Job Center network;
- Assist the one-stop operator recruit operational Partners and negotiate MOUs with new Partners;
- Leverage additional funding for the WCCNM's American Job Center 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 Mid-Region Council of Governments' One-Stop Operations Manager will designate from Partner staff a Site Manager who will act as "functional leaders" for their designated office. As such, they will have the authority to organize and supervise Partner staff, to optimize and streamline service delivery efforts. Formal leadership, supervision, and performance responsibilities will remain with each staff member's employer of record. The one-stop operator, through the Center Managers, will, at a minimum:

Manage daily operations, including but not limited to:

- Managing and coordinating Partner responsibilities, as defined in this MOU;
- Managing hours of operation, including extended hours of operation once a week;
- Coordinating daily work schedules and work flow based upon operational needs;
- Coordinating staff vacations/unscheduled absences with the formal leader to ensure service coverage by center staff. Assist the WCCNM in establishing and maintaining the American Job Center network structure. This includes but is not limited to:
  - Ensuring that State requirements for center certification are met and maintained;
  - Ensuring that career services such the ones outlined in WIOA sec. 134(c)(2) are available and accessible;
  - Ensuring that WCCNM policies are implemented and adhered to,
  - Adhering to the provisions outlined in the contract with the WCCNM and the WCCNM's Business Plan;
  - Reinforcing strategic objectives of the WCCNM to Partners, and
  - Ensuring staff are properly trained by their formal leadership organizations and provided technical assistance, as needed.
- Integrate systems and coordinate services for the center and its Partners, placing priority on customer service;

- Integrated Workforce Service Delivery, as defined by WIOA, means organizing and implementing services by function (rather than by program), when permitted by a program's authorizing statute and as appropriate, and by coordinating policies, staff communication, capacity building, and training efforts;
- Functional alignment includes having one-stop center staff who perform similar tasks serve on relevant functional teams, e.g. Skills Development Team or Business Services Team;
- Service integration focuses on serving all customers seamlessly (including targeted populations) by providing a full range of services staffed by cross-functional teams, consistent with the purpose, scope, and requirements of each program;
- The services are seamless to the customer, meaning the services are free of cumbersome transitions or duplicative registrations from one program service to another and there is a smooth customer flow to access the array of services available in the workforce center;
- Oversee and coordinate partner, program, and WCCNM's American Job Center network performance. This includes but is not limited to:
  - Providing and/or contributing to reports of center activities, as requested by the WCCNM;
  - Providing input to the formal leader (partner program official) on the work performance of staff under their purview;
  - Notifying the formal leader immediately of any staff leave requests or unexcused absences, disciplinary needs, or changes in employee status;
  - Identifying and facilitating the timely resolution of complaints, problems, and other issues;
  - Collaborating with the WCCNM on efforts designed to ensure the meeting of program performance measures, including data sharing procedures to ensure effective data matching, timely data entry into the case management systems, and coordinated data batch downloads (while ensuring the confidentiality requirements of FERPA, 34 CFR 361.38, and 20 CFR part 603);
  - Ensuring open communication with the formal leader(s) in order to facilitate efficient and effective center operations; and
  - Evaluating customer satisfaction data and propose service strategy changes to the WCCNM based on findings.
- Manage fiscal responsibilities and records for the center. This includes assisting the WCCNM with cost allocations and the maintenance and reconciliation of one-stop center operation budgets.

The One-Stop operator will not assist in the development, preparation and submission of Local plans. They cannot manage or assist in future competitive processes for selecting operators or select or terminate one-stop operators, career services providers, or Youth providers. The operator cannot negotiate local performance accountability measures or develop and submit budgets for activities 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 Local WDB's policies and procedures regarding the safeguarding of PII;
- The collection, use, and disclosure of customer education records, and the PII contained therein, as defined under FERPA, shall comply with FERPA and applicable State privacy laws;

- All confidential data contained in UI wage records must be protected in accordance with the requirements set forth in 20 CFR part 603;
- All personal information contained in Vocational Rehabilitation records must be protected in accordance with the requirements set forth in 34 CFR 361.38;
- Customer data may be shared with other programs, for those programs' purposes, within the WCCNM's American Job Center 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 one-stop center and Partner staff will be trained in the protection, use, and disclosure requirements governing PII and any other confidential data for all applicable programs, including FERPA-protected education records, confidential information in UI records, and personal information in VR records.

### **Confidentiality**

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

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

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

To the extent that confidential, private, or otherwise protected information needs to be shared amongst the Parties for the Parties' performance of their obligations under this MOU, and to the extent that such sharing is permitted by applicable law, the appropriate data sharing agreements will be created and required confidentiality and ethical certifications will be signed by authorized individuals. With respect to confidential

unemployment insurance information, any such data sharing must comply with all of the requirements in 20 CFR Part 603, including but not limited to requirements for an agreement consistent with 20 CFR 603.10, payments of costs, and permissible disclosures.

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

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

## **Referrals**

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

- Familiarize themselves with the basic eligibility and participation requirements, as well as with the available services and benefits offered, for each of the Partners' programs represented in the WCCNM American Job Center network;
- Develop materials summarizing their program requirements and making them available for Partners and customers;
- Develop and utilize eligibility determination, assessment, and registration forms / processes;
- Provide substantive referrals – in accordance with the 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 American Job Centers and all Partner agencies is essential to meeting the requirements and goals of the WCCNM American Job Center network. Job seekers and businesses must be able to access all information relevant to them via visits to physical locations as well as in virtual spaces, regardless of gender, age, race, religion, national origin, disability, veteran's status, or on the basis of any other classification protected under state or federal law.

### **Physical Accessibility**

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

### **Virtual Accessibility**

The 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, or collaborate with the WCCNM to post content through its website.

### **Communication Accessibility**

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

### **Programmatic Accessibility**

All Partners agree that they will not discriminate in their employment practices or services on the basis of gender, gender identity and/or expression, age, race, religion, national origin, disability, veteran's status, or on the basis of any other classification protected under state or federal law. Partners must assure that they have policies and procedures in place to address these issues, and that such 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 American Job Center programs, services, technology, and materials are physically and programmatically accessible and available to all. Additionally, staff members will be trained to provide services to all, regardless of range of abilities, mobility, age, language, learning style, or comprehension or education

level. An interpreter will be provided in real time or, if not available, within a reasonable timeframe to any customer with a language barrier. Assistive devices, such as screen-reading software programs and assistive listening devices must be available to ensure physical and programmatic accessibility within WCCNM's American Job Centers. The WCCNM utilizes the Governor's Commission on Disability for recommendations and assistance to define the best methods and products regarding assistive technology and compliance.

## **Outreach**

The 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 Any State. All Parties shall comply with all applicable Federal and State laws and regulations, and Local laws to the extent that they are not in conflict with State or Federal requirements.

### **Steps to Reach Consensus**

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

The 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 American Job Center Partners to formally kick-off negotiations, and to ensure that, at a minimum, all American Job Center Partners from all counties within the Central Area 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 American Job Center 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) days<sup>15</sup> 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, 2020, unless any of the reasons in the Termination section above apply.

### **One-Stop Operating Budget**

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

- Establishes and maintains the Local workforce delivery system at a level that meets the needs of the job seekers and businesses in the local area;
- Reduces duplication and maximizes program impact through the sharing of services, resources, and technologies among Partners (thereby improving each program's effectiveness);
- Reduces overhead costs for any one partner by streamlining and sharing financial, procurement, and facility costs; and
- Ensures that costs are appropriately shared by WCCNM's American Job Center 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 American Job Center 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 Operating Budget will be negotiated and finalized on or before January 2018 with the current Resource Sharing Agreement (RSA) remain in effect until then.*



## CAREER PATHWAYS IN ADULT EDUCATION

### **Career Pathways Progress and Sustainability Plan for New Mexico**

**PROGRAM NAME:** Center for Educational Opportunity and Career Pathways

This is an opportunity for local programs to reflect on the progress you have made relative to career pathways implementation based on the components of your Career Pathways Plan. Please indicate what specifically you have been able to accomplish during Phase 2 of the Career Pathways Statewide Initiative and your plans for continued implementation during FY21. We understand that the covid-19 pandemic has affected all programs' implementation efforts and expect that much of your plans have changed to accommodate current circumstances or will shift into the coming fiscal year. It is sufficient to be concise with a bulleted response.

#### **Progress on Implementation**

Relative to the Components of your Career Pathways Plan, what have you accomplished toward establishing a career pathways model?

- Whitepaper with Fathers Building Futures
- MOU with Goodwill Industries to house Caterpillar Heavy Equipment simulator
- Purchase and installation of Caterpillar simulator for training in heavy equipment operation.
- MOU with the New Mexico Roofing Contractors Association
- Weekly classes and review with NMRCA students, and NMRCA director.
- began acquisition of Childcare Curriculum for 40 hour certificate, planning of English for Special Purposes for Childcare certification

Did you have to revise your plans based on the covid-19 pandemic or because things did not play out as intended? If so, please explain:

We had to suspend trainings with the simulator and are still organizing what this will look like due to COVID-19. Classes with NMRCA and planning for NCCER training and the simulator have continued.

#### **Sustainability Plan**

Relative to the Components of your Career Pathways Plan, what are your plans for continued career pathways implementation during FY21?

- Building out collaboration with Fathers Building Futures. Continue working with them to create and Eligible Training Provider for their carpentry program.
- Explore ETP status for NCCER and simulator trainings at Goodwill Industries. Begin to tentatively schedule classes in accordance with the governor's order around COvid-19.
- Continue to collaborate and hold classes for NMRCA students remotely.
- Explore Childcare 40 hour curriculum and develop an English for Special Purposes to teach this curriculum specifically to our refugee and asylees student cohort.



**Sílaba y Tarea: Roofing apprenticeship program (NMRCA) Course Spring 2020**

<b>FECHA</b>	<b>SUJETO</b>	<b>UNIDAD Y LECCIÓN</b>	<b>lessons and pag, LECCIÓN</b> <b>EXÁMENES</b>	<b>Test</b> <b>EXÁMENES</b>
<b>Feb 7</b>	Module 1	Topic 1-2 The Nature of the Roofing and Waterproofing Industry/Wages and Benefits	pp. 2 - 7	Prueba Corta 2-7
<b>Feb 14</b>	Module 1	Topic 3- 4 -Safety in the Industry/Types, Styles, and Structural Designs of Roofs	pp. 16-42	Prueba Corta pp. 16-42
<b>Feb 21</b>	Module 1	Topic 5-6 Overview of Roofing & Waterproofing Materials & Systems /Hand and Power Tools	pp. 48 -92	Prueba Corta pp. 48-92
<b>Feb 28</b>	Module 1	<b>Topic 7</b> Equipment	pp. 101-108	pp. 101- 108
<b>Evaluations</b>	Module 1	<b>Lecciones 1-7</b>	pp. 2-108	ALL TOPICS 1-7
		Roofing Materials, Tools & Equipment		

<b>March 8</b>	Module Module 2	<b>Topic 1-2</b> Materials, Tools & Equipment Used in Multiple Types of Roofing Projects/Materials, Tools & Equipment Used in Cold, Fluid-applied & Single- ply Projects	pp. 88-99; pp. 112- 125  Prueba Corta pp. 100- 103	pp. 104-111 pp. 117-119
<b>March 15</b>	Module 2	<b>Topic 3-4</b> Materials, Tools & Equipment Used in Shingle & Shake Roofing/Rigid Roofing Materials, Tools & Equipment	pp. 160- 171 pp. 172- 175 pp. 176- 179	Prueba Corta pp. 164-165; pp. 172-173; y pp. 180-181
<b>March 22</b>	Module 2	<b>Topic 5-6</b> Materials, Tools & Equipment Used in Metal Projects/Application of Modified Bitumen & Materials, Tools & Equipment Used in Modified & BUR Projects	pp. 120- 125  Prueba Corta pp. 125	pp. 128-131
<b>March 29</b>	Module 2	<b>Topic 7-8</b> Overview of Self-adhering Systems & Materials, Tools & Equipment Used in Tear Off & Material Transportation/Overview of Hot Rubber Systems & Materials, Tools & Equipment Used in Hot Rubber Projects & General Roofing Safety		
<b>April 4</b>	<b>Evaluations</b>	<b>Lecciones 1-8</b>	CLASE y páginas de LECCIÓN  EXÁMENES	TAREA DE LOS ESTUDIANTES  EXÁMENES

<b>April 11</b>	Módulo 4	<b>Topic 1-2</b> Safety/Roof Preparation and Handling and Loading of Built-up Roofing Materials	pp. 184- 187 pp.	Prueba Corta pp. 188-189; pp. 196-197
<b>April 18</b>	Módulo 4	<b>Topic 3 - 4</b> Mopping Operations/Application of Built-up Roof Assemblies	pp. 132- 134; pp. 139- 142;	Prueba Corta pp. 143; 149 pp. 151-160
<b>April 25</b>	Módulo 4	<b>Topic 5 - 6</b> Insulation and its Application/Cutting and Folding of Corners	pp. 200- 203 pp. 208- 211	Prueba Corta pp. 204-205 pp. 212-213  Repaso Acumulativo pp. 214-217
<b>May 2</b>	Módulo 4	<b>Topic 7- 8</b> Sumps and Drains/Flashing	pp. 164- 165 pp. 180- 183 pp. 184- 190	Prueba Corta p. 177; 179 pp. 202-206  Take-home test de Carlos
<b>May 9</b>	Módulo 4	<b>Topic 9</b>  Kettles/ Roof Pumps and Tankers	pp. 72-74 pp. 75- 76 Prueba Corta pp. 72-82	Take-home test
<b>FECHA May 16</b>	<b>SUJETO</b>	<b>Evaluation</b>	<b>CLASE y páginas</b>	<b>TAREA DE LOS</b>

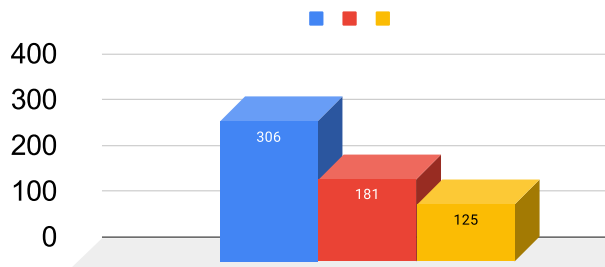
			<b>de LECCIÓN</b>  <b>EXÁMENE S</b>	<b>ESTUDIANT ES</b>  <b>EXÁMENES</b>
<b>May 23</b>	Modulo 5	<b>Dampproofing</b> Topic 1-2 Introduction to Cold, Fluid- applied Materials & Systems/Tools & Equipment Used in Cold, Fluid-applied Projects	examen en clase 60 minutos	
<b>May 30</b>	Modulo 5	Topic 3-4  Polyurethane Coating Materials & Systems/Acrylic Coating Materials & Systems	Prueba Final pp. 219- 237 80 minutos	
<b>June 6</b>	Modulo 5	Topic 5-6 Asphaltic, Cold, Fluid-applied Materials & Systems/SPF & Other Cold, Fluid-applied Materials & Systems	Resultados	Maestros estaran Score TABE
<b>June 13</b>	Module 5	Topic 7 Waterproofing & Damp Proofing with Cold, Fluid- applied Materials/	Resultados de los estudiantes	
<b>Jun 20</b>	Subject	Evaluations		

**Biografía :**

Independent Roofing Contractor of California, Inc. (2005) *Update copyright*  
(See original manual for additional Publishing Information By Craig Witter, dba  
General Training Company. See *CCEDU. ORG Google Classroom for the book.*  
Independent Roofing Contractor of California, Inc. (1981). (first edition;  
English).California Department of Education

		STUDENT RETENTION RESPORT SPRING 2020			E			
# Clases	COURSE CODE/ Teacher	Active by March 16	Active by the end of	Dropped	Retention %	Drop %		
1	HSES6 Carlos	6	6	0	100	0		
2	NMRCA Carlos	19	19	0	100	0		
3	HSES8 Carlos	16	13	3	81	19		
4	HSES3 Carlos	14	9	5	64	36		
5	HSEE2 Carlos	17	7	10	41	59		
6	HSES1 Juan	9	2	7	22	78		
7	HSES2 Juan	19	6	13	32	68	63	
8	HSES4 Juan	21	14	7	67	33		
9	HSES5 Juan	23	15	8	65	35		
10	HSES/E-LP Juan	8	6	2	75	25		
11	HSEE1 Philip	2	1	1	50	50		
12	ESL21 Jackie	10	6	4	60	40		
13	ESL31 Jackie	11	6	5	55	45		
14	ESL42 Jackie	7	3	4	43	57		
15	CONVERSATION	22	9	13	41	59		
16	ESL22B Maria	12	8	4	67	33		
17	ESL32 Maria	13	9	4	69	31		
18	ESL34 Maria	34	12	22	35	65		
19	CIT22 Maria	9	6	3	67	33		
20	ACCUPLACER Dania	2	1	1	50	50		
21	CIT13 Aaron	8	2	6	25	75		
22	ESLB1 Laura	4	4	0	100	0		
23	ESL22 Laura	3	2	1	67	33		
24	ELS23 Laura	3	3	0	100	0		
25	P. Comunitaria Yumey	6	5	1	83	17		
26	ESL13 Atencio	8	7	1	88	13		
	Total	306	181	125	63	37		
					Average Retention	Average drop		

STUDENT RETENTION REPORT SPRING 2020



Retention % Vs Drop

