

**Annual Program Report
Cover Page**

Program Name: **Adult Education**

Institution or Organization: **ENMU-Roswell**

Address: **P.O. Box 6000**

City: **Roswell**

County: **Chaves**

Zip: **88203**

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Website: **<https://www.roswell.enmu.edu/adult-education/>**

Fiscal Year: **2019-2020**

Submission Date: **9/1/2020**

Program Director, Manager, or

Coordinator Name: **Hilda Pacheco-Peebles**

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August 31, 2020

Signature of the Chief Executive Officer or Designee

DATE

Dr. Shawn Powell, President, ENMU-Roswell

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.

Priority One – ENMU-R Adult Education and Family Literacy (AEFL) and Integrated English Literacy and Civics Education (IELCE) will focus on program improvement and data-driven results.

We acknowledge and take responsibility for the data quality problems that occurred this past year. Our data tech of many years experienced medical problems and during this period, not all student count/hours were entered. Once we were required to begin working from home, she did not notify us that she had no internet or laptop. Shortly after, she gave a two-week notice that she would be retiring.

We were in a panic when we did not have anyone to enter data. With the assistance of Dyanne Salazar, NMHED High School Equivalency Director, we were able to set up our Data Tech Assistant to get Literacy Pro Systems to create an account and give her access to LACES. The data tech assistant started entering the data in June 2020. A LACES training was offered on July 29, 2020, for all users at all levels, and the Director/Assistant Director and Data Tech assistant attended.

As the Director, I felt that our Data Tech Assistant needed additional training, so we contacted the National Training and Project Manager from LiteracyPro Systems, Inc. to pay for a two-day Laces web-based training for August 24-25, 2020 from 9:00 a.m. – 10:30 a.m. for 5 of us plus the data tech assistant to attend this training.

Our goal is to diligently report high-quality data for the coming year and those to follow.

Priority Two – ENMU-R Adult Education will create a stronger workforce for New Mexico that will benefit generations to come with the partnership of Eastern Area Workforce Development Board (EAWDB).

AE has been working with the EAWDB to create a strong workforce for our students. Their goal is to identify workforce needs, guide the development of training programs and services to meet the

needs of employees. With their partnership, we are now involved in the system to develop a comprehensive strategic plan that provides services to fit the needs of our students. They continue to maintain and improve comprehensive, year-round youth programs in our area. We have set up an area in our department for two Career coaches to come in and assist our students as needed. Also, currently, our students are eligible for WIOA funding that provides individual training for Adult and Youth. Together we are addressing the educational needs and future work skills of all individuals that are eligible throughout the entire Eastern Area.

The Adult Education program develops and delivers free courses to all adults who want to enhance and expand their programs of study or achieve other goals that may relate to a job, their family, or their future educational goals. The Roswell AE program views its ability to transition students to the workplace and post-secondary education as one of its strengths. This strength is built upon mentoring students to choose a career pathway that integrates adult education and service programs that build a partnership for workforce education and training.

Priority Three – Implement official HiSET® (High School Equivalency Test) tests at both the Chaves County Adult and Juvenile Detention Centers in collaboration with the New Mexico Workforce Connection. Prior to the pandemic, we were in the final stages of implementing official HiSET® tests at both the Chaves County Juvenile and Adult Detention Centers. These facilities house male and female incarcerated individuals. Memorandums of Understanding (MOU's) for both facilities were approved and signed by all parties and we were ready to administer the official HiSET® exam to males and females. Presently, we are able to offer only the paper and pencil-based version of the exam on Friday and Saturday. Testing areas in both facilities have been inspected and approved by the New Mexico High School Equivalency Director as they must meet certain specifications and testing guidelines prior to testing. Unfortunately, as of December 30, 2019, the Chaves County Juvenile Detention Center was closed due to high operational costs amid a limited number of juvenile placements.

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?

The Roswell AE Program has established links with the Roswell and Dexter Independent School Districts and the Portales Chamber of Commerce which houses the Public Defender's Office, Counseling and Adult Education. ENMU-Roswell's Adult Education Advisory Board is comprised of a

larger board called the Comprehensive Strategy Board (CSB) which meets monthly to coordinate efforts to better serve youth and families in our region. In addition to our WIOA partners, the CSB consists of members from the following agencies: Chaves County Adult Detention Center, **Chaves County Juvenile Detention Center (closed December 30, 2019, 17 juveniles were served)**, City of Roswell Police Department, NM State Police, Chaves County Sheriff's Office, The Assurance Home, Big Brothers Big Sisters, ENMU-Roswell, the Fifth Judicial District Attorney, Wings for Life, Juvenile Probation and Parole, Court Adult Education Local Provider Annual Report 2018-2019 8 Appointed Special Advocates, NM Children Youth & Family Department, and the Roswell Independent School District plus so many more.

The Roswell AE Program offers classes in the following locations. The COVID Pandemic, however, has altered our class schedule drastically.

List of Locations and Number of NRS Enrollments	
Chamber of Commerce, 100 S. Ave A, Suite 10, Portales, NM 88130	40
Chaves County Detention Center (CCDC), 3701 S. Atkinson, Roswell, NM 88201	118
ENMU-Roswell ABE Dept (CSC), 52 University Blvd., Roswell, NM 88203	437
Health and Science, 52 University Blvd., Roswell, NM 88203	125
Hagerman Middle School, 304 Cambridge Ave., Hagerman, NM 88232	16
Grace Community church, 935 W. Mescalero Rd., Roswell, NM 88201	19
Parkview Elementary School, 1700 W. Alameda, Roswell, NM 88203	38
NM Youth Challenge, ENMU-R (IC), 52 University Blvd., Roswell, NM 88203	243

PANDEMIC EFFECTS:

- New Mexico Youth Challenge Academy Program was shut down due to the pandemic as of March 25, 2020, with no cadets participating since that date. Previously had 11 classes scheduled that are now closed.
- Parkview Family Literacy Center shut down due to pandemic as of March 12, 2020. Parents are too busy with their children, lost most participating students.
- The Adult Detention Center shut down due to pandemic as of March 17, 2020 and AE has not served/tested any inmates since that date.

- There are no more classes being held in the Valley. Hagerman School shut down due to pandemic as of March 12, 2020. Previously had two classes scheduled that are now closed.
- All of our students are doing on-line/virtual classes.

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Adult Education Class Schedule				
Revised January 13, 2020				
Class No	Instructor	Title & Location	Days	
6	Rivas Emma	Math 1 (CSC 201-E)	M & W	8:15 AM - 10:15 AM
4	Garcia, Pedro	Math II (CSC 201-E)	T & TR	8:30 AM - 11:30 AM
7		Science (CSC 201-E)	Wednesday	10:30 AM - 11:30 AM
3	Garcia, Pedro/Rivas, Emma	Tutoring	M-T-W-TR	12:00 - 1:00 PM
52		Read & Write & Social Studies (CSC 201-E)	M-T-W-TR	10:30 AM - 11:30 AM
1		Orientation English (CSC 201-E)	M & T	12:00 PM - 4:00 PM
	Juarez, Emilie	Orientation Spanish (CSC 201-E)	Wednesday	12:00 PM - 4:00 PM
2	Ramirez, Consuelo/Mendoza, Maria	ESL (Hagerman Middle School Rm 217)	Monday & Tuesday	5:30 PM - 7:30 PM
5	Alonso, Lorenza	GED Prep. (CSC 201-E)	Monday & Tuesday	6:00 PM - 8:00 PM
12	Alvarado, Nancy	ACCE (CSC 201-B)	M-T-W-TR	12:30 PM - 2:30 PM
		Southwest Bank (10th Floor)	Friday	2:30 PM - 4:30 PM
13	Sotelo, Eva	ESL/GED (Chambers of Commerce)	Monday & Wednesday	8:00 AM - 4:00 PM
			Tuesday	5:00 PM - 9:00 PM
14	Hamilton, Gwen	Parkview Elementary School	Tuesday & Thursday (Spanish)	8:00 AM - 10:00 AM
			(HSE)	10:00 AM - 12:00 Noon
8	Panebouef, Veronica	Nursing Assisting (HSC 170)	Monday	9:00 AM - 11:00 AM
		Nursing Assisting Lab (HSC 170)	T & W	9:00 AM - 12:10 PM
		Nursing Assisting Lab (HSC 170)	T & W	1:30 PM - 4:40 PM
51A	Martinez, Patty	EMS Tutoring (HSC 160/233)		11:00 AM - 1:30 PM
51	Martinez, Patty	EMS 111 (HSC 160/233)	M & W	8:30 AM - 11:30 AM
		EMS 111 Lab (HSC 160/233)	M & W	12:30 PM - 3:55 PM
		EMS 111 (HSC 160/233)	T & TR	5:00 PM - 9:00 PM
			Wednesday	5:00 PM - 10:00 PM
35	Green, Amie	ESL/GED (Grace Community Church)	Wednesday	6:00 PM - 7:30 PM
			Sunday	5:00 PM - 7:30 PM
21	Juarez, Emilie	ESL (CSC 201)	Monday	8:00 AM - 1:00 PM
		ESL (CSC 201)	T-TR	8:00 AM - 12:00 Noon
		ESL (CSC 201)	Wednesday	8:00 AM - 12:00 Noon
	Alvarado, Nancy	ESL (CSC 201-B)	M-T-W-TR	8:15 AM - 12:00 Noon
11	Stevenson, Farah	ESL Basic (IC 108)	M-T-W-TR	8:30 AM - 11:30 AM
23	Wolfert, Pam	Computer Lab Instructor	T-W-TR	8:30 AM - 3:30 PM
25	Melendez, Jemima (Mima)	ESL/GED (CSC 201-B)	M-T	6:00 PM - 8:00 PM
26	Archuleta, Ernestina	GED Prep. (CCJDC)	M-T-W-TR	8:00 AM - 10:00 AM
43	Archuleta, Ernestina	GED (CCDC)	M-W-TR	1:00 PM - 5:00 PM
37	Wolfert, Pam	Distance Learning (CSC 201)	T-W-TR	8:30 AM - 3:30 PM
17	Williams, Harun	GED Prep. (NMYC IC Rm 116) Lang. Arts/SS	M-T-W-TR	8:00 AM - 12:00 noon
		HSE Prep. (NMYC IC Rm 116) Lang. Arts/SS	M-T-W-TR	1:00 PM - 5:00 PM
18	Graff, Kirk	HSE Prep. (NMYC IC Rm 119) Lang. Arts/SS	M & W	8:00:00 AM - 10:00 AM
		HSE Prep. (NMYC IC Rm 114) Math/SC	M-T	1:00 PM - 3:00 PM
		HSE Prep. (NMYC IC Rm 114) Math/SC	M-T-W-TR	3:00 PM - 5:00 PM
20	Butler, Keith	HSE Prep. (NMYC IC Rm 119) Math/Sci	M-T-W-TR	10:00 AM - 12:00 Noon
		HSE Prep. (NMYC IC Rm 119) Lang. Arts/SS	Thursday	8:00 AM - 10:00 AM
15	Martinez, Patty	HSE Prep (NMYC IC Rm 119) Lang. Arts/SS	Tuesday	8:00 AM -10:00 AM
19	Cobos, Ashlie	HSE Prep. (NMYC IC Rm 114) Math/SC	M-T-W-TR	8:00 AM - 12:00 noon
		HSE Prep. (NMYC IC Rm 114) Math/SC	W & TR	1:00 PM - 3:00 PM
47	Wolfert, Pam	GED Prep. Tutoring (NMYC Rm 118) Tutoring	Tuesday & Thursday	9:30 AM - 10:30 AM
			T-W-TR	2:15 PM - 3:15 PM
Site Contact Information				
Chamber of Commerce	100 S Ave A Suite 10	Portales	88130	356-4720
NMYouth Challenge (NMYC)	131 Earl Cummings Loop	Roswell	88202	347-2678
Chaves County Detention Center (CCDC)	3701 S. Atkinson	Roswell	88201	624-5617
ENMU-Roswell ABE Dept.	52 University Blvd.	Roswell	88203	624-7271
College Services Center (CSC)	52 University Blvd.	Roswell	88203	
Instructional Center (IC)	52 University Blvd.	Roswell	88203	
Physical Education Center	52 University Blvd.	Roswell	88203	
Health and Science	52 University Blvd.	Roswell	88203	
Hagerman Middle School	304 Cambridge Ave	Hagerman	88230	
Grace Community Church	935 W Mescalero Rd	Roswell	88201	623-5438
Parkview Elementary School	1700 W Alameda	Roswell	88201	637-3525

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)

Eastern New Mexico University (ENMU)-Roswell Adult Education (AE), ENMU-Ruidoso Adult Education, and the New Mexico Workforce Connection One-Stop Centers in Roswell had requested to be considered as collaborative counterparts and candidates for the Adult Education Justice Initiative Grant, but we were not chosen.

We have been implementing official HiSET® (High School Equivalency Test) tests at the Adult Detention Centers, with the expectation of implementing future services from the NM Workforce Connections. The facility houses male and female incarcerated individuals who fall within the 22 and over age requirement and have been involved with the criminal justice system. A Memorandum of Understanding (MOU) has been approved and signed by all parties. Presently, we can offer only the paper and pencil-based version of the exam. Testing areas have been inspected and approved by the New Mexico High School Equivalency Director, as they must meet certain specifications and testing guidelines before testing.

The Roswell Adult Education Program has been serving the adult detention center for over five years. Adult education learners are often defined by their educational challenges, and these challenges can be compounded among incarcerated populations. We felt additional services were needed as inmates encountered a major barrier once they were prepared for the High School Equivalency Exam but were unable to take them until released. With the collaboration between the Detention Center, Adult Education, and the Workforce, we will be able to oversee the transition of these individuals from incarceration. We are initiating a reform effort to base both academic and career help for incarcerated individuals within the secure facility, which includes high school equivalency completion, career exploration, career planning, and workforce preparation. We were hoping to find funding to implement career exploration, career planning, and workforce preparation.

Also, we are working on implementing a "Getting Ahead While Getting Out" program and other procedures to help those that have been incarcerated and prepare them for a successful transition back to their respective communities. The framework consists of five components: Program infrastructure, strategic partnerships, education services, transition processes, and sustainability. Hopefully, by implementing the Reentry Education Framework, Chaves County can lead this initiative and serve as a model for other states. We strongly believe that we have developed a strong collaborative platform that

will reduce recidivism and open employment opportunities for inmate students; thereby preparing them for a successful transition back to their communities.

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.

In the current crisis, we are uncovering a lot of stories about our society, economy, and educational systems. In AE we have had to pause, reflect, grieve, and decide how we want to move forward. In AE it's important that knowing our students well is the foundation of teaching. Whether in person or remote learning, we continue to bridge the home and school learning environments, validating and emphasizing the value of working together. It is now undeniable that we are all connected, that actions matter, and that we can have a dramatic influence on the health and well-being of others.

The impact of COVID pandemic on our program and the substantial changes to the program:

- March 9th – Asked to stop serving students/teaching classes due to the virus.
We lost some of our students, could not posttest.
- March 11th – Asked to prepare for the COVID virus. Campus extended our spring break.
We were not sure what to do, for how long, what we needed, lots of confusion.
- March 16th – Asked to send work studies and staff home.
AE Director and Assistant Director had to figure out what assignments and work for staff to continue to get paid.
- March 17th – Adult Detention Center asked us to stop teaching AE classes at their facility.
AE teacher lot hours, inmates were confused as to why she could not continue teaching.
- March 23rd – Campus shut down.
We were not allowed to get materials and supplies out of our building.
- March 24th – Live session from our campus president to advise us about the COVID virus.
We did not comprehend at the time the effect that this virus would have on students and staff.
- March 27th – Asked to start work from home.
Most materials/files/equipment were in the office, had to set up an office at home.
- Some teachers were not prepared to teach from home.
Had to purchase zoom licenses to communicate with staff.
- Had to call students to let them know all the changes that were taking place in AE.
We found out that some of our students needed equipment/hotspots to be able to have access to our remote teaching.

- Supervisor asked us not to allow AE staff to use personal equipment due to FERPA.
We had to purchase laptops, as well as materials and supplies to be able to continue working from home and teach remotely.
- Staff/students did not know how to use zoom, google classroom, go to meeting, Microsoft teams ...etc...
Had to arrange to get training for staff in the areas that they needed.
Teaching virtual classes, using methods the DELT team suggested so that we can continue to teach remotely.
- March 27th – We were given a notice that the NMYC cadets were going home.
Cadets were not post TABE tested. Cadets did not take the official exam or finish ENMU-R Vo-tech classes.
- Had to wait to pre/post TABE AE students online until we had proctors.
Classroom hours are not counted due to no TABE assessment. Could not TABE test some students due to them not having the right equipment/no webcam or any internet...etc.... many as we had in the past due to use using paper base TABE.
- Some of our AE staff could not handle the pandemic.
We had one retire and four that resigned.

Adult Education Re-Opening Plan

Phase 1 – Offices Closed

- Offices function with essential staff only; most employees work from home.
- Students will need to access the AE webpage for the most relevant information regarding Adult Education Classes.
Website: <https://www.roswell.enmu.edu/adult-education/>
<https://www.roswell.enmu.edu/educacion-de-adultos/>
- Students will be contacted by phone call, text, and e-mail, to encourage the continuation of learning virtually:
- Hilda's email/phone number has been given to AE students that are enrolled in the program so that they can contact her with any concerns that they may have during the epidemic.
- Closed to the Public; Adult Education staff working remotely in assisting students with the virtual learning programs; Responding via phone and email.
- The Director of Adult Education will remain in contact with AE staff by phone call, text, and e-mail on a daily and weekly basis.

Phase 2 – Offices Staffed for adjusted hours; (remain closed to the public)

- Adult Education will function with minimal in-person staffing in the office on scheduled days.
- AE employees will continue to work from home/office in assisting students: Enrolling process, offering orientation, offering online programs, or other virtual classes.
- AE will continue to communicate with students through email, texting, and phone calls.
- The Director of Adult Education will remain in contact with AE staff by phone call, text, and e-mail on a daily and weekly basis.
- Hybrid Learning Environment for ESL and AE students. Teachers are available in case if students have questions about online programs.
- Instruction will be broadcast live from another location into classrooms.
- Proctoring TABE online through zoom.
- Proctoring BEST PLUS for ESL students through zoom.

Phase 3 – Offices Open to Public**During this phase: (Tentative and subject to change)**

- Office hours will return to normal – Monday -Tuesday 7:30 am – 8:00 pm, Wednesday-Thursday 7:30 am – 5:30 pm and Friday 8:00 am – 12:00 noon.
- All classes will be open: Preparation for the GED® and/or HiSET®, college enrollment, instruction in EL/CIVICS, English literacy, basic reading, writing, and math skills, life skills, and basic employability skills.
- Signs will be posted in Lobby indicating social distance and closure of lobby.
- Hand Sanitizer in every room.
- Appointments for English/Spanish orientation will be scheduled by appointments by phone (preferred) or in-person.
- The maximum group size to be determined by state guidelines.
- Sanitize all materials, computers, doorknobs with disinfectant wipes after each person.
- Students will enter the Student Services Center through the south, main door of the center.
- Offices are staffed on a rotating schedule and are open to the public.
- Shields will be installed at the front desk/also in front of each desk in each office.
- Masks will be required for staff and students in all areas of AE.
- One chair will be available per workstation; limit a single customer at each workstation.
- Yellow tape-marking social distancing indicators will be in place as appropriate.

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)	110					
Total count of students with 12 + hours	867					
Total contact hours for students with 12 + hours	83,841.06					
Average contact hours for students with 12 + hours	=83841.06/867 96.70					
Average contact hours for students with 12 + hours experiencing level gains	=83841.06/48 1746.69					
Count of all HSE graduates with 12 + hours	102					
Count of HSE en Español graduates with 12 + hours	3					
Post Test Rate ABE (Divide Column B ABE Total of Table 4b by Column B ABE Total of Table 4)	=160/740 .2162 or 22%					
Post Test Rate ESL (Divide Column B ESL Total of Table 4b by Column B ESL Total of Table 4)	=17/127 .1339 or 13%					
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)	=551/740 .7446 or 74.5%					
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)	=95/127 .7480 or 74.8%					
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)	61.8%					
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)	47.2%					

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<p>Total # of students reporting TRANSPORTATION issues that impact the ability to participate in the AE Program.</p>	<p>National Training and Project Manager from Literacy Pro Systems will be building a field in LACES for ENMU-Roswell AE to start tracking students that are reporting transportation and childcare issues that impact the ability to participate in our AE program. We will be able to report these numbers from July 2020 to June 2021.</p> <p>With the manager's assistance, we were not able to find this information in LACES.</p>
<p>Total # of students reporting CHILD CARE issues that impact the ability to participate in the AE Program.</p>	<p>National Training and Project Manager from Literacy Pro Systems will be building a field in LACES for ENMU-Roswell AE to start tracking students that are reporting transportation and childcare issues that impact the ability to participate in our AE program. We will be able to report these numbers from July 2020 to June 2021.</p> <p>With the manager's assistance, we were not able to find this information in LACES.</p>
<p>Please provide a list of communities or organizations requesting services or additional service from your program.</p>	<p>Service Requested</p>
<p>Our Hagerman teacher resigned due to the Masters Exam and planning her wedding. We have no classes in the valley. Dexter and Hagerman are requesting services.</p>	
<p>The Roswell Independent School District (RISD) has requested for AE to set up family literacy classes similar to what we currently have at Parkview Elementary School. This school is located on the West side of town in an area that has been identified as in need.</p>	

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?

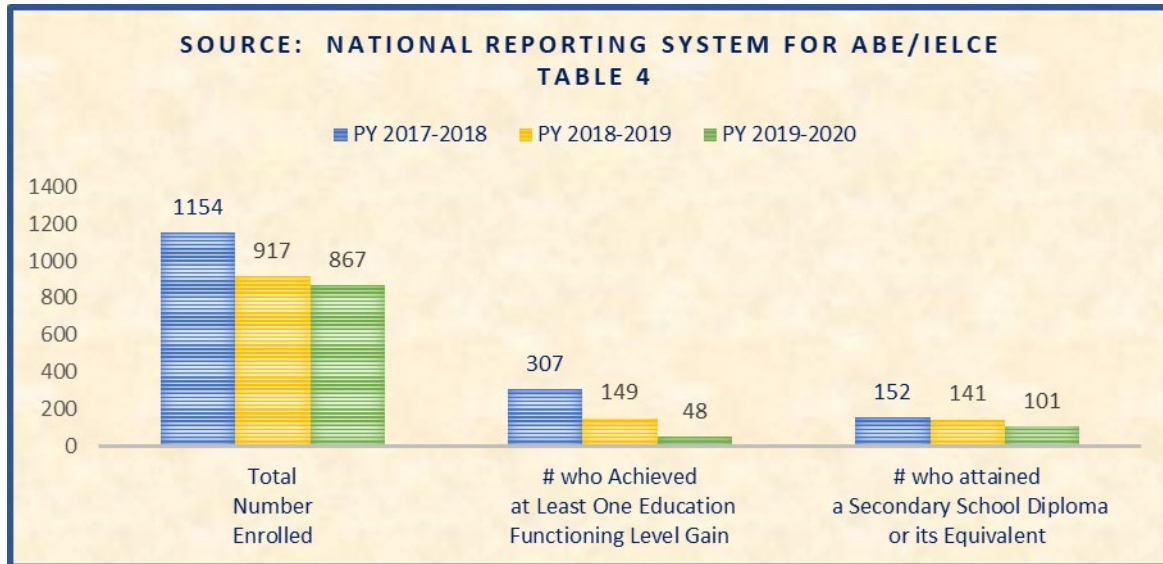
ENMU-Roswell staff reviews and establishes goals for students based on individual assessment results. Student's personal and professional interests and other factors, such as student work schedules, family responsibilities, and other issues are taken into consideration. Instruction is designed to meet student needs and expectations and geared to their individual goals. Goals are reviewed regularly with students and are reviewed after any assessment.

The Roswell Adult Education Program is preparing our students with the college and career readiness skills that will lead them to employment or to transition to post-secondary education. Adult education has also focused attention on helping parents obtain the educational skills that are necessary to become full partners in the education of their children.

The services we provide have been carefully designed through a process involving continuous evaluation of best practices and ongoing planning in dialogue with our students and staff members. Our proposed program plan reflects the emerging emphasis of New Mexico Higher Education Department (NMHED), workforce preparation, Career Pathways College and Career Readiness, as well as Integrated Education and Training that is consistent with our own program. These practices are determined through the evaluation of the needs of our students, student surveys, individual advising as well as classroom discussions.

Regular staff meetings allow the AE staff opportunity to share best practices and professional development learnings, to review relevant research and/or data, to utilize LACES for data evaluation and to discuss strategies for program improvement.

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.

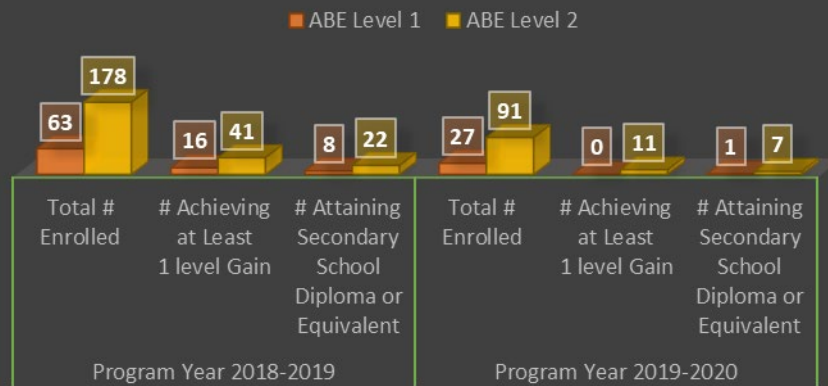


We have plenty of students that seek our assistance although we do not advertise. I do not like to turn anyone away. However, my assistant has pointed out we cannot continue to do this. Some of our students do not complete the orientation/enrollment process or do not commit to staying in the program.

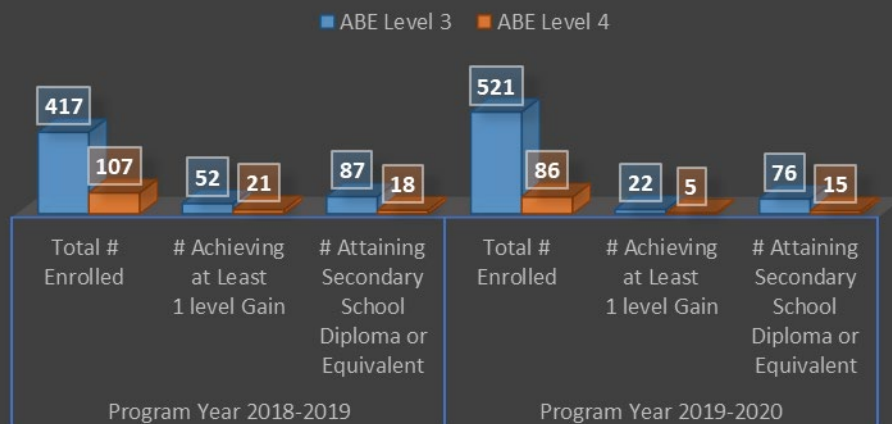
This affects our budget with the materials we hand out to these individuals. Materials provided to potential students include a folder with all of our information, copies of all required paperwork, and the assessments that we are using to determine where they are in their basics. The strength is that Adult Education is well known in the communities as an agency that provides education and the skills needed to be productive members of our community.

The challenges that we faced were all attributable to the COVID-19 pandemic. Our enrollment for this year realized a 5.5% drop in the number enrolled over prior year; however, it is important to note that enrollment did not reflect a full program year due to the complete closure that occurred March 9th because of the pandemic. NRS Table 4 for each ABE/ESL level also reflects significant decreases in every category, especially for those “Achieving at Least 1 Level Gain” and “Attaining Secondary School Diploma or Equivalent.” NRS Table 4 is not a true measure of the effectiveness of our programs for PY 2019-2020 as the pandemic has affected every aspect of normal daily activity and instruction.

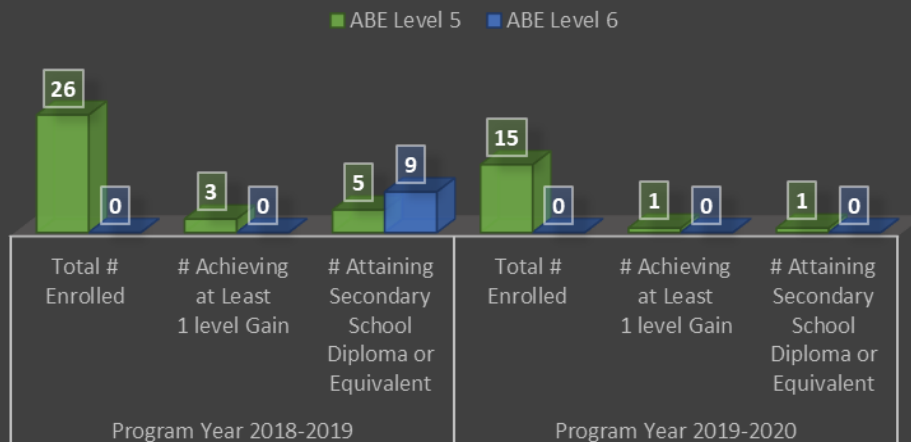
SOURCE: NATIONAL REPORTING SYSTEM FOR ADULT EDUCATION
TABLE 4



SOURCE: NATIONAL REPORTING SYSTEM FOR ADULT EDUCATION
TABLE 4



SOURCE: NATIONAL REPORTING SYSTEM FOR ADULT EDUCATION
TABLE 4



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.

One noteworthy trend that we see is with the New Mexico National Guard Youth ChalleNGe Academy in which cadets stay focus on their life goals and complete a 22-week program. This program is known as a viable, community-oriented intervention program committed to providing a safe environment for New Mexico's 16-18-year-old high school dropouts. ENMU-Roswell AE is providing education and the life skills necessary to become productive citizens with sustainable futures. Also provided is vocational training facilitated by Eastern New Mexico University-Roswell at no cost to cadets and their families. Each cadet will be enrolled in a course of their choosing and upon successful completion, will receive college credit and a certificate of employment. Due to COVID-19, cycle 38 was sent home approximately 10 weeks into the program to ensure the safety of the cadets. Our NRS tables were affected due to the inability to conduct cadet post TABE testing as well as the number of those that may have achieved a level gain in passing official HSE exams. It is unclear when the New Mexico National Guard Youth ChalleNGe Academy program will start again.

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

We need to improve on how we will continue to teach and offer all of the services that we provided before the pandemic. For instance, after orientation, we would speak to the student one on one to discuss/set realistic goals. This is very difficult to do over the phone or via zoom. We would also get the student excited about the program by providing a tour of our campus, issue an ENMU-R Id and this cannot be done due to our campus being closed. We need to create and offer a virtual tour. Our outcome goal would be that the student would be as enthusiastic as before the pandemic.

We continue to pursue many online initiatives for our AE/IELCE programs. One program that we have offered to IELCE students and their children during the pandemic is the *STEAMtastic Challenge Island Camps*. These action-packed vacations are built around pop culture themes that the kids love. Their trademark camp themes include Slime Squad Camp, STEAM Girls and Dolls Camp, Emoji Camp and many more.

We are also working on a new pilot program and have submitted a proposal to EAWDB for the eastern area AE programs beginning in September 2020. It is called *Startup Generation Workplace*. **Startup Generation LLC** provides flexible, on-line training and measurement to help adults achieve proficiency in entrepreneurial thinking while creating and pitching new business ideas to investors in the Eastern Area Workforce Development Board (EAWDB) of New Mexico.

Another initiative is **Next READY** which provides evidence-based certification of individuals' performance at mastery levels on 21st Century Working & Learning skills. Next READY allows learners to provide evidence of three highly valued competencies: 1) Have Learned How to Learn; 2) Can Plan and Manage Their Work; and Make High-Quality Products, Working on Teams.

The Department of Higher Education has stressed the importance of not only retention in our programs but also completers in our college courses. We are seeing the benefits that these partnerships are bringing to our students and the institution.

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

Not all data was entered due to the timing of the pandemic closure. Our Data tech did not have the equipment to work from home and did not notify us, so our data got further behind on finishing up the files/reports. We were nearing the end of the fiscal year, this would have been the time that we would have administered the post-test to our ESL and high school equivalency students but were unable to administer due to the closure of sites and campus. Ninety cadets from NMYC were scheduled to post-test as well and start taking the official HiSET®/GED® exam at our testing center and this did not happen because they were sent home due to the pandemic. This of course has affected our effectiveness in data as well as outcomes.

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.

5.25

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 Roswell AE Program maintains a strong relationship with the EAWDB; attending regularly scheduled meetings with all partner representatives as we continue to improve levels of collaboration. The Roswell AE Program fosters this relationship by actively participating in improving partnerships; increasing collaboration; identifying challenges to co-enrollment across programs and potential solutions, detecting areas of duplication; developing methodologies for issuing and tracking referrals; and aligning services and documents with WIOA to the maximum extent possible. We are diligent in developing and aligning services that support career pathways, clusters, and stackable credentials. WIOA and Adult Education recognize the crucial role that both programs need to continue their partnership and prepare adults to enter into the workforce or to improve their employment status. AE will also continue to emphasize the importance of teaching English and Civics and preparing adults in a comprehensive system of education and training.

The Roswell AE Program has a deep commitment to provide the educational foundation necessary for building a stronger workforce in New Mexico. Through a Memorandum of Understanding (MOU), we work with all partner agencies to align and unify workshops, assessments and service strategies. Our emphasis is placed on increasing our outreach efforts, opportunities for workplace education, literacy services, and integrated education and training activities designed to create educational and career advancement. We collaborate with partner agencies to develop co-enrollment policies for case management, file management and documentation requirements.

We are in support of the EAWDB's workforce development goals in facilitating the development of career pathways as a strategy to assist individuals with barriers to employment, including those with disabilities, to complete the education and training needed to obtain industry

recognized credentials and to meet the skill needs of businesses and employers throughout the area. Our highest priority is to continually increase an individual's ability to transition to post-secondary education, occupational training, or to obtain employment. We remain committed in providing education, training and case management services that effectively use technology, including distance learning, social media, telephone, instant messaging, and video meeting or chat. Our partnerships with programs such as Career Link empower participants to reach personal goals and to become self-sufficient. Career Link provides individuals with 20 hours a week of paid subsidized employment and activities to resolve employment barriers. Currently, we are not allowed to have Career Link participants complete their required hours due to COVID.

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 supporting the strategic vision of the EAWDB of “creating a better prepared, more highly qualified workforce to support economic growth, diversity and self-sufficiency,” the Roswell AE Program is committed to enhancing our strong partnership with the EAWDB and two one-stop operators—Roswell Workforce Connection Center (RWCC) and the Portales Chamber of Commerce. Through a local Memorandum of Understanding, the Roswell AE Program continues to provide activities in three specific areas—1) workplace education and literacy activities; 2) workforce preparation activities, and 3) integrated education and training activities.

A Job Development Career Coach (JDCC) funded by EAWDB is housed at ENMU-R as an in-kind service, helping AE students improve their skills in resume writing and interview techniques in order, to obtain employment. In addition, ENMU-Roswell will have the WIOA Youth Services Coordinator available on the days that AE offer orientation so that AE students can get information about the services that NMWC has. The primary function is to equip students with employability and organizational skills for school, work, and home. Also, any AE students will get material on the types of programs that may pay a student's salary while working on obtaining a diploma and thereby getting needed experience by doing on the job training.

The Roswell AE Program partners with the Roswell WCC and Roosevelt County One-Stop to develop workforce education and literacy activities in collaboration with an employer or employee organization at a workplace or off-site location that will be designed to improve the productivity of the workforce.

Through workforce preparation activities, the Roswell AE Program works with the Roswell WCC and Roosevelt County One-Stop to implement activities, programs or services designed to help an individual acquire a combination of basic academic skills, critical thinking skills, digital literacy skills, and self-management skills, and provide the educational services for WCC's Career Links-SL clients.

We collaborate with the Roswell WCC and Roosevelt One-Stop in implementing a service approach that provides adult education and literacy activities, concurrently and contextually, with workforce preparation activities, and workforce training for a specific occupation or occupational cluster for educational and career advancement. We ensure that all contextualized curriculum and instructional materials align with OCTAE's Employability Skills Framework.

- 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.**

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.

At ENMU-R we decided that the Director, Assistant Director, and one of our Instructor would participate in Creating Career Pathways in Adult Education Training with Jeffrey A. Fantine, Ph.D. National Adult Education/Workforce Development Consultant and Trainer.

This training was provided through funding from the New Mexico Higher Education Department. Our first webinar training started on July 26, 2020, to address specific objectives and identify what we knew, what we had in place, or what was missing relative to career pathways. We discussed how we would develop a plan to implement (and then implement (Phase 2)) as well as what we were missing relative to career pathways. Also, how we were going to achieve a comprehensive career pathways service delivery model.

We joined a Google+ Community which served as our method of practice through this training. It was a forum for us to network, ask questions, and share resources.

ENMU-Roswell Career Pathways Progress and Sustainability Plan for New Mexico

Progress on Implementation
<p><u>Relative to the Components of your Career Pathways Plan, what have you accomplished toward establishing a career pathways model?</u></p> <ul style="list-style-type: none"> Continued collaboration with the Workforce has been a highlight. We initially developed an entrepreneurial apprenticeship program in which students would consecutively work towards their HSE and an industry-recognized credential such as OSHA certifications. We recently met with all AE programs within the region and constituents from the workforce to determine ways of continuing this effort given the pandemic situation. We have secured a meeting next week with Dan Jennings, a partner who works with justice-involved individuals and with a local school. We intend on collaborating on academic and career help for incarcerated individuals in addition to determine better ways of serving parents and the community.

- Official HiSET® testing materials have been ordered and received. Testing will start in our local detention center once we are once again allowed to enter the facility.
- We have promoted the full scope of our services to our local institution and our new Vice President of Academic Affairs and Student Affairs.
- A large format printer has been purchased to create career-related posters and advertisements in further developing a career-related culture. We intend to create marketing materials of localized employers and opportunities specifically targeting localized career pathways.
- Links to Workforce Connections have been added to all Adult Education computers for easy access and instructor integration into lesson plans.
- We have determined that the ONET interest profiler should be used in onboarding as opposed to the RIASEC.
- We have secured a meeting with New Mexico Youth Challenge for next week to discuss the processes of how the next cycle of cadets will be handled. We will also discuss the need for Cadet Exit portfolios.
- A site at Parkview Elementary was opened before the pandemic to provide greater access to our services within the community. This class has since continued virtually.
- A formalized process has been established with the local TRIO EOC program to identify all eligible exiting AE students and help them with advisory services in entering post-secondary education, we are also screening those eligible for legislative skills and technical training scholarship.

Did you have to revise your plans based on the COVID pandemic or because things did not play out as intended? If so, please explain: Yes, our plan has been revised a few times, most recently with the latest pandemic situation. We have found that our original timelines were too ambitious and have adjusted them accordingly. Everything has to be done online, started teaching virtual classes.

Sustainability Plan

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

- Continue to develop an entrepreneurial apprenticeship program with the help of our local New Mexico Workforce Connections. This was originally set to go live in April but has been postponed to iron out details of integrating virtual components. We have expanded this effort to include all AE programs within the region.

- Conduct an end of year program review to adequately drive the next years' program needs. We will also conduct a student survey for feedback on improvements.
- Conduct an end of year program review to adequately drive the next years' program needs. We will also conduct a student survey for feedback on improvements.
- Obtain or create an updated local resource guide, make it available to all partners, and ensure it is being utilized by AE staff, particularly during student advising sessions.
- Build a comprehensive website, integrating elements of career pathways and resources.
- As labor market information changes rapidly, we will continue the use of up to date labor market information to drive program initiatives
- Hire an additional career coach through the workforce to help facilitate career pathways related duties in adult education.
- Further, align our curriculum to OCTAE employability skills framework
- Keep an open mind in staff professional development opportunities.
- Continue to build community partnerships.
- Increase the number of onsite work experience clientele assuming we can work onsite at full capacity.
- Ensure career pathways employability skills remain present in classroom activities by conducting class evaluations.

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 Roswell Adult Education Program considers the Workforce Development Board an important source for labor market data, identifying the workforce needs of regional employers

and implementing best practices. We recognize that in order to accomplish mutual objectives, it is important to leverage existing resources, eliminate duplication of services, co-locate staff, encourage concurrent enrollment in programs, and develop career pathway programming with occupational certifications leading to other industry recognized stackable credentials and create paid skilled apprenticeships.

Collaboration with the Workforce Development Board has led to the development of a premier contextualized curriculum which aligns with OCTAE's Employability Skills Framework. Our program offers quality instruction that increases the number of students who have the skills, industry-recognized credentials, certificates, and degrees needed for employment in high-demand occupations aligned with regional workforce priorities within a "seamless network of services" leading to economic self-sufficiency for the individual and the region. Our efforts continue to identify opportunities for co-enrollment and alignment of services. The New Mexico Department of Workforce Solutions has assisted in the growth and development of our AE student's future workforce. **WorkKeys** deals with the foundational skills required by all jobs, such as reading, mathematics, and locating information.

Curriculum activities include the use of WorkKeys/ ACT Career Ready 101, a computer-based system designed to improve college and career readiness to get the skills required to succeed in the workplace. This platform is used for our NMYC cadets while taking votech courses and by our college prep students that are enrolled in IBEST. These students are required to complete all their work in a college lab monitored by the content teacher as well as an AE teacher to assist any student that is struggling. WorkKeys is an employability assessment that measures different areas important to employers such as applied mathematics, graphic literacy, workplace documents. The complete WorkKeys assessment system features job skill assessment, job analysis and skill training acknowledged by three levels of certificates under the National Career Readiness Certificate™ (NCRC). Examinees that complete the Spanish-language versions of the assessment are eligible for an ACT National Career Readiness Certificate in Español.

Promethean Boards are also being utilized as one of the most effective learning tools, providing the ability to create specialized learning formats (class flow charts) for specific classes

such as Science. The Promethean Board allows one to demonstrate the multitudes of science without having an actual science lab in the classroom.

Another activity used is Google Classroom, which is an educational portal that allows instructors to build an online classroom adding the possibility of blended learning, a new learning style that uses technology and a traditional classroom approach to teach students.

EdReady is also used and is an online tool that helps students in Math, Reading or English to develop the academic needs and to better prepare for college and the desired career pathway. EdReady is currently being utilized by the Roswell AE Program in our Accelerated College and Career Education (ACCE) project to target the mathematical difficulties faced by those students referred. Any adult learner will benefit from EdReady as there is material to help prepare for the High School Equivalent diploma, additionally it contains a course to plan college and career opportunities. EdReady can be utilized in two ways: 1) Structured Classes and 2) Student-Driven Coaching. With the structured classes, students complete an initial assessment which an instructor uses to assign corresponding modules to assess mastery of skills. This allows the instructor to understand the effectiveness of instruction and make adjustments as needed. Through student-driven coaching, students are essentially using EdReady as a student “textbook” and are able to meet with instructors individually or in small groups to address specific content needs. Students can complete at an accelerated pace if desired and flexible schedules are available. Nathan Yokum, a new AE instructor, will be managing EdReady as an interactive online course due to COVID and will be utilizing some great tools such as scheduled tutoring sessions using ZOOM, a text messaging app called Remind, as well as scheduling virtual meetings twice a week.

In addition, the Roswell ACCE program provides a class for TANF (Temporary Assistance for Needy Families) clients to help them to achieve a high school education certificate at an advanced speed. Currently, during the pandemic, the ACCE class is a totally virtual class. Students are required to put in at least 10 hours a week towards their educational goals. Normally, the ACCE class is a hybrid class, but at the present time the class meets four hours a week with direct teacher/student instruction via Google Meets. The students are enrolled in two Google classrooms. One classroom is the Roswell Homework and Make Up Work Classroom

and the other Google Classroom is the ILS Classroom which incorporates soft skills and work ethics.

We are very fortunate to have the NM DELT team and Cash Clifton provide professional development to AE teachers and staff including EdReady, Google Classrooms and so much more.

All of the activities provided meet the meet the three (3) requirements required for an IET Program:

1. Adult education and literacy activities: In addition to Visual Literacy preparation materials by New Readers Press, we have purchased the Mc Graw-Hill Workforce/workplace skills books that will improve AE students on the following areas: Applied Mathematics, Reading for information and locating informational skills needed for employability and career mobility.

2. Workforce preparation activities: We have purchased the Mc Graw-Hill Workforce/workplace skills books. These books are preparing our AE students on key academics to ensure success and are ready for the workforce. We have also partnered with WIOA and Career Links to provide on the job training with incentives for AE students.

3. Workforce training for a specific occupation or occupational cluster: WIOA, Adult Education and other partners are working jointly to deliver a wide variety of services in post-secondary Adult Education Local Provider Annual Report 2018-2019 9 education, career pathways as well as the training needed to achieve economic success. With the help of our state office and WIOA we are learning and realizing the options that are available for youth and adults.

The ENMU-Roswell campus is also assisting students by providing integrated education training in IBEST classes. The pandemic, however, has presented some challenges in servicing our IBEST students. Maintaining communications between students and instructors on class times/days or being able to get into the building to enroll and TABE students has been extremely difficult. The reduction in class size and separation of the students has also been a challenge. Scheduled zoom classes have short time limits and students are presented with a lot of information every week that will be difficult to navigate, especially when each student learns at their own pace. Often times, EMS students are hands-on learners and that will be severely

limited this semester with labs only being once a week. The IBEST instructor and the content instructor are conducting lectures online using Microsoft teams, the lab class for IBEST students is held in person and limited to 5 students at a time on Friday's from 8am to 6pm. The Adult Education instructor recently received additional training in Microsoft teams in order to adequately assist students.

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.

We initially had started developing an entrepreneurial apprenticeship program in which AE and WIOA students would consecutively work towards their HSE and an industry-recognized credential such as OSHA certifications. We recently met with all AE programs within the region and constituents from the workforce to determine ways of continuing this effort given the pandemic situation.

The ENMU-Roswell National Center for Environment, health, and safety Education (NCEHSE) Course Instructor send us a list of twenty offerings that we have at ENMU-Roswell. These customize training safety classes were from one-day certification to four-day training are designed for companies and organizations that need specialized training delivered either on-campus, online or at their facilities.

The curriculum was going to be designed to fit our needs, for a small group of students that would fit our schedule and budget. OSHA defines any company with less than 250 employees as a small business. Not only is this course great for Safety professionals but is essential for office managers and HR personnel.

After students completed the OSHA certifications the Workforce Connection staff would assist these students with job search, job referrals and placement, and customized skills like interviewing skills and resume writing. The NMWC staff would also work with employers to determine if they are eligible to have a portion of participant wages reimbursed. The goal that we set as partners was to prepare our AE and WIOA STUDENTS for skilled occupations while preparing them with the practical experience that employers seek. As a result, employers often ensure that program completers retain employment at an increased wage. We wanted to develop

an entrepreneurial apprenticeship program so that we could prepare our future job seekers for the workforce.

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.

As the Eastern Area Workforce Development Board continues to promote partnerships under the Workforce Innovation and Opportunity Act (WIOA), ENMU-Roswell will emphasize our commitment to partner with ENMU Ruidoso as the Title I Youth provider.

The partnership that we have with the Eastern Area Workforce Development Board and with ENMU Ruidoso Title I Youth provider is so important to AE and our students. This partnership is designed to assist anyone that is job seeking to start a new career, get on the job training, advance their education as well as test the skills that each individual had. As the Director of AE, I will continue to strengthen this proud partnership to provide the resources to our students. The Roswell AE program is immersed in a network of support agencies. Cooperative efforts have been established with several agencies, and their input is considered in the development of class schedules and locations. Cross referrals are in place and are reviewed and revised regularly. The Roswell AE program has MOUs with the following agencies: Workforce Solutions, Roswell Independent School District, Hagerman Independent School District, the Roswell Job Corps Center, Chaves County Adult, and Juvenile Correctional facilities, Chaves County Literacy Council, NM Rehabilitation Center, and the New Mexico Youth Challenge Academy. This list, while long, is not exhaustive.

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.**

Our program has been carefully designed through a process involving continuous evaluation of best practices and ongoing planning in dialogue with our students and staff members. Our program plan reflects the emerging emphasis of NMHED, workforce preparation, Career Pathways, College and Career Readiness, as well as Integrated Education and Training that is consistent with our own program, through the evaluation on the needs of our students, student surveys, individual advising as well as classroom discussions. Our students come in seeking a high school diploma, however, there is a large number of adults who have earned a diploma that are still struggling with their basic skills, soft skills and so much more. It's up to our AE program to get them ready in that area.

Regular staff meetings allow the AE staff opportunity to share best practices and professional development learnings, to review relevant research and/or data, to utilize LACES for data evaluation and to discuss strategies for program improvement. Teachers are evaluated yearly and complete a plan of how professional development will be undertaken. Professional development opportunities are available to all staff consistent with individual preference and the program's improvement priorities (such as to integrate curriculum and instruction with CCRS). We are enthusiastic about holding our Eastern Regional Teacher's Institute Training at ENMU-Roswell. We have canceled all AE classes so that our instructors will attend this very important training. The strands that we have compiled will benefit all the teachers from our regions and we feel this is an excellent investment for the future of our students.

In the effort to increase retention and post testing, we are using TABE 11/12 which is a standardized test. The TABE is an extensive exam that tests an individual's comprehension on core skills necessary for success in education and the workplace. TABE 11/12 will only have three sections, Reading, Math, and Language, and each are timed. The complete standard TABE paper-based version was taking students around three hours to complete. The Department of Education has approved to make changes to reduce the maximum allowable times across content areas to complete each TABE 11 & 12 subtest. TABE Online will be updated and reflect the new times as well.

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

The Roswell AE Program provides services using multiple applications. Since we are a part of ENMU-Roswell, we have the ability to provide additional services to our students. Students are able to take tests on the campus where they spend most of their time taking AE courses and preparing for tests. The ENMU-Roswell Testing Services Department provides a secure, professional, and comfortable testing environment for all students. All exams are administered according to the National Collegiate Testing Association standards and guidelines. They offer a variety of testing programs designed to meet the needs of our students, staff, faculty and the surrounding community for the purpose of aiding in retention and academic success. The Adult Education students have two exam options; The GED® The General Education Development test, an examination developed for measuring high school equivalency, and the ETS/HiSET® High School Equivalency Test, that reflects college and career readiness. They are both computer-based tests and are offered in both English and Spanish.

Classes are offered at different times during the day and in the evening in Roswell, Hagerman and in Portales to provide the flexibility students need to successfully complete their courses. We provide a full-service computer lab at both sites, which includes GED®, HiSET®, ESL instruction, and so much more. A TRIO specialist visits the Portales and Hagerman site weekly from Roswell, who informs us about the Portales and Hagerman activities and identifies the students that will need college preparation.

Since the pandemic, we have made considerable changes to our curriculum. We have purchased Learning Upgrade through New Readers Press for distance learning and remote classrooms, enabling students to remotely self-enroll into standards-based math and English courses using their smartphones and devices. Teachers can remotely track and monitor all student activity. Learning Upgrade provides specialized modules as described below.

Introducing Digital Literacy: This section is for our students to get familiar with digital literacy. Digital Literacy is a new course within the Learning Upgrade app that gives learners comprehensive instruction in digital technology. Students will learn about devices, data, content creation, communication, security, privacy, digital citizenship, technology, and more.

Math and Literacy/Adult Education: Literacy, ESL, Math, HSE: Learning Upgrade gives each student their path to learning success. The program offers over 1,020 lessons and 22

courses that work with students of all ages and abilities. The Learning Upgrade LMS enables teachers to track student progress in real-time.

Learning Upgrade Assessment Reports: Students are continuously completing activities that measure performance in each lesson. The results provide the basis for advancement or repetition to mastery. Teachers have a real-time view of every student's progress on every lesson and standard. Teachers and admins can view web-based reports for individual students, classes, and entire sites with interactive features to monitor progress in real-time.

GED® and HiSET® Success: The new Learning Upgrade GED® and HiSET® math courses combined with English courses prepare learners to pass difficult HSE tests. Smartphone access allows learners to “binge learn” at home, with innovative teaching videos, rigorous practice, and audio-visual help for every incorrect answer. These courses have proven successful with adult school students who previously failed HSE tests multiple times.

Intervention for Special Needs, Title I, and ESL Students: Learning Upgrade provides differentiated instruction for students struggling with math and reading at a variety of levels. Each student in a class can start at their level and move at their own pace, using both school and home time. Because the program works on smartphones, students from low-income families without computers at home can still make progress.

Student Summary Report: The Student Summary Report shows how students are performing on a course broken down by each lesson. Teachers can see the high score, initial score, the number of times played, the date the level was last played, and the total number of minutes a student has spent on an individual lesson.

English Learners: Students at all ESL levels can onboard into a proven curriculum using a teacher or automatic placement. The step-by-step lessons with interactive voice and visual help give students a path upward to English proficiency using their smartphones and devices at home.

Workforce: Through Learning Upgrade employers can enrich the lives of their associates by moving them up to proficiency in reading and math. Each associate can use their smartphone at home or computers at work to complete a full literacy and numeracy curriculum. The app can move an associate up to the level where traditional workforce training becomes effective.

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:

137

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.

English as a Second Language Class. This class is affiliated with the Adult Education Department at Eastern New Mexico University, Roswell. At present, we have two classes. The first is an intermediate-advanced class that is from 8:30-10:30 Monday through Thursday. The second class is a beginning class that is held from 10:45-11:45, also Monday through Thursday.

For the first class, the students are given an email through the New Mexico Distance Learning Team (NMDELT) which gives them access to all of the google suites. Right now, we are using Google Hangouts to conduct the class, and all of our resources are placed into a Google Classroom so that the students have access to any of the material that we are using for the week.

The beginning class at present is also virtual. We use WhatsApp for this class, and the material is scanned into WhatsApp so that the students can see the material as we discuss it. Using this particular app happened by chance. With the ESL class, one of the most important aspects of having a successful group is with the students forming a community. Many of the students are away from family and friends, and the ESL class basically fills that void. Students were maintaining communication through the WhatsApp, an app that we, as instructors, were unfamiliar with. After familiarizing ourselves with the app, we realized that we could reach a larger class segment and moved instruction via the app.

The way that these options are presented may be changing in the near future because the Adult Education Department has purchased equipment for the classes to be streamed virtually from the classroom, but for the present time, we plan to continue meeting with the students as we are now. Of course, we all hope that eventually, we will be able to again meet person to person, but for now, we are glad that we still have a way to hold class.

As a Hispanic-Serving Institution, ENMU-Roswell serves an average 40% Hispanic student population in its 4,000-student enrollment, with at least 50% of the students enrolling as the first person in the family to enter college. Nationwide, 12.5% of the population lives below poverty level, but in the ENMU-Roswell region, 21% of all residents live below the poverty level and among Hispanic residents, more than 40% are below poverty level. Each year, the ENMU-Roswell Adult Education program serves over 1500 students. Roughly, one-third of these students are English Language Learners. In the last three years the ENMU-Roswell Adult Education (AE) program has averaged 316 ESL students a year. We are currently serving this number without any active recruiting. As indicated below, Chaves County has a very high percentage (37.9%) of people who speak a language that is not English at home.

Additionally, the need for additional English language acquisition programs and civics education programs is demonstrated through communications with our local collaborative network in every segment area—judicial, corrections, education, law enforcement, health, our faith community and many other community-based service areas such as the Court Appointed Special Advocates (CASA) and Wings for Life.

Perhaps the most visibly demonstrated need comes directly from the students themselves as they convey the communication barriers that prevent them from seeking available community resources, employment, education, health-related services, transportation, and safety concerns

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)

The English Literacy (EL)/Civics Program focus is on instruction and educational services that emphasize content measurable in terms of National Reporting System (NRS) accountability standards in the following areas:

1. The rights and responsibilities of citizenship
2. Civic Partnership
3. Workforce preparation
4. Workforce training for a specific occupation or occupational cluster

The program continues to help students acquire the skills and knowledge they will need to become active and informed parents, workers, and community members. English literacy and

civics education classes introduce students to civics-related content and provide them with opportunities to apply that knowledge in their daily lives while building their English language and literacy skills. Also, students enrolled in the EL/Civic class are learning everything from real-life skills to career readiness skills. These students will effectively navigate pathways that will connect them to education and employment and be successful in the workforce.

All EL/Civics participants also go through a formal eight-hour orientation process that is delivered in both English and Spanish, followed by the same one-on-one evaluation process for goal setting. The Evaluator is also able to designate the specific classes that will help meet the students' individual need. Classes are offered at different times during the day and in the evening in Roswell, Hagerman and in Portales to provide the flexibility students need to successfully complete their courses.

The materials that we use are available on-line under the LINCS Learning Center—Becoming a U.S. Citizen. LINCS provides adult education practitioners with numerous ways to engage in personal and collaborative professional development activities. All LINCS materials and activities are created using evidence-based research and aim to help practitioners design and deliver high-quality educational opportunities to adult learners. As an example, LINCS *“Preparing English Learners for Work and Career Pathways: Bright Ideas for Curriculum and instruction (ESL Pro)”* is a self-paced on-line course describing the key steps for designing a contextualization instructional program for English language learners, providing ideas for infusing instruction with career pathway content.

The U.S. government has many on-line resources to help individuals and families learn about U.S. history and complete the process to becoming a U.S. citizen. The Citizenship Resource Center, managed by the Office of Citizenship, has a collection of helpful resources and free study materials for a variety of users including:

- **Immigrants who are interested in becoming U.S. citizens.** Lawful permanent residents (LPRs) will find information about the naturalization process, eligibility requirements, and study materials to prepare for the naturalization interview and test.
- **Educators who play a critical role in preparing learners.** Educators including teachers, volunteers, and program administrators will find several resources for the

classroom. Educators can also search for free USCIS training seminars designed to enhance the skills needed to teach U.S. history, civics, and the naturalization process to immigrant students.

- **Organizations that are interested in supporting immigrants in becoming citizens and assisting them to assimilate into American civic society.** Whether an organization is just beginning to help immigrants on their journey towards citizenship or is an experienced service provider, they will find resources to help enhance their overall efforts and programs.

Additionally, ENMU-R participated in the U.S. Citizenship and Immigration Services pilot testing aimed at ensuring that the naturalization civics test continues to serve as an accurate measure of a naturalization applicant's civic knowledge, and that it reflects best practices in adult education assessments. An informational webinar was held on September 10th and 17th, 2019.

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

Last Name	First Name	Position	Full or Part Time	Educational Attainment	Years of Experience in Adult Education	Professional Development Attended	Date	Location
*PLEASE NOTE: During the pandemic, many teachers have participated in on-line training, providing reports/certificates after each training. Individual names have not been listed as the participant listing is very lengthy.								
Pacheco-Peebles Rincon	Hilda Mathew	Director Assistant Director	FT	Bachelors 2 Associates Degrees with honors, completing Bachelors	26 years 2 years, 3 mos.	Chaves County Comprehensive Strategy Board (Voting Member)	2 nd Tues of the month	Chaves County Sheriff's Training Room - Remotely during COVID
Pacheco-Peebles Rincon	Hilda Mathew	Director Assistant Director	FT	Bachelors 2 Associates Degrees with honors, completing Bachelors	26 years 2 years, 3 mos.	Eastern Area Workforce Development Board	12/17/19	ENMU-R /Clovis - Remotely during COVID
Pacheco-Peebles Rincon	Hilda Mathew	Director Assistant Director	FT	Bachelors 2 Associates Degrees with honors, completing Bachelors	26 years 2 years, 3 mos.	In-Service	Twice monthly	ENMU-R /Clovis - Remotely during COVID

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Pacheco-Peebles Rincon	Hilda Mathew	Director Assistant Director	FT	Bachelors 2 Associates Degrees with honors, completing Bachelors	26 years 2 years, 3 mos.	NMHED Directors Meetings	Weekly	One in Albq /Santa Fe – Remotely due to COVID
Pacheco-Peebles Rincon	Hilda Mathew	Director Assistant Director	FT	Bachelors 2 Associates Degrees with honors, completing Bachelors	26 years 2 years, 3 mos.	Facebook Live Sessions	Weekly	Remotely
Pacheco-Peebles Rincon	Hilda Mathew	Director Assistant Director	FT	Bachelors 2 Associates Degrees with honors, completing Bachelors	26 years 2 years, 3 mos.	New Mexico Adult Education Board Meetings	Monthly	Albq & Remotely
Pacheco-Peebles Rincon	Hilda Mathew	Director Assistant Director	FT	Bachelors 2 Associates Degrees with honors, completing Bachelors	26 years 2 years, 3 mos.	Understanding, Developing & Implementing Career Pathways in Adult Education (Year-long initiative)	8/16/2019- Remotely 9/20/2020-Remotely 10/15 to 10/17/2019- ABQ 12/5/2019-Remotely 12/11 to 12/12/2019-ABQ 1/09/2020-Remotely 1/24/2020-Remotely 2/21/2020-Remotely 3/26/2020-Remotely 4/17/2020-Remotely 5/15/2020-Remotely 6/04/2020- Remotely 6/19/2020-Remotely	
Pacheco-Peebles Rincon	Hilda Mathew	Director Assistant Director	FT	Bachelors 2 Associates Degrees with honors, completing Bachelors	26 years 2 years, 3 mos.	Workforce Development Meeting	7/8/2019	Roswell DVR
Pacheco-Peebles Rincon	Hilda Mathew	Director Assistant Director	FT	Bachelors	26 years 2 years, 3 mos.	ENMU-Roswell In-Service	8/16/2019	ENMU-R

Adult Education Local Provider Annual Report

2019-2020

				2 Associates Degrees with honors, completing Bachelors				
Pacheco-Peebles Rincon	Hilda Mathew	Director Assistant Director	FT	Bachelors 2 Associates Degrees with honors, completing Bachelors	26 years 2 years, 3 mos.	TABE Training	8/29/2019	Remotely
Pacheco-Peebles Rincon	Hilda Mathew	Director Assistant Director	FT	Bachelors 2 Associates Degrees with honors, completing Bachelors	26 years 2 years, 3 mos.	U.S. Citizenship and Immigration Services Seminar “Creating and Maintaining a Comprehensive Adult Citizenship Education Program”	9/5/2019	El Paso, TX
Pacheco-Peebles Rincon	Hilda Mathew	Director Assistant Director	FT	Bachelors 2 Associates Degrees with honors, completing Bachelors	26 years 2 years, 3 mos.	USCIS Webinar	9/10/2019 & 9/17/2019	Remotely
Pacheco-Peebles Rincon	Hilda Mathew	Director Assistant Director	FT	Bachelors 2 Associates Degrees with honors, completing Bachelors	26 years 2 years, 3 mos.	Campus-Wide Meetings	9/16/2019 10/17/2019 11/13/2019 12/6/2019 3/5/2020 3/13/2020	ENMU-R
Pacheco-Peebles Rincon	Hilda Mathew	Director Assistant Director	FT	Bachelors 2 Associates Degrees with honors, completing Bachelors	26 years 2 years, 3 mos.	Constitution Day	9/17/2019	ENMU-R
Pacheco-Peebles Rincon	Hilda Mathew	Director Assistant Director	FT	Bachelors 2 Associates Degrees with honors, completing Bachelors	26 years 2 years, 3 mos.	Adult Education Funding Formula Meeting	9/19/2019	Albuquerque HED Office
Pacheco-Peebles Rincon	Hilda Mathew	Director	FT	Bachelors	26 years 2 years, 3 mos.	“Communication with diversity inclusion lenses” Webinar	9/24/2019	ENMU-R

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		Assistant Director		2 Associates Degrees with honors, completing Bachelors				
Pacheco-Peebles Rincon	Hilda Mathew	Director Assistant Director	FT	Bachelors 2 Associates Degrees with honors, completing Bachelors	26 years 2 years, 3 mos.	Hosted Adult Education Eastern Region Teacher's Institute	9/26/2019	ENMU-R
Pacheco-Peebles Rincon	Hilda Mathew	Director Assistant Director	FT	Bachelors 2 Associates Degrees with honors, completing Bachelors	26 years 2 years, 3 mos.	OCTAE Webinar	10/21/2019	Remotely
Pacheco-Peebles Rincon	Hilda Mathew	Director Assistant Director	FT	Bachelors 2 Associates Degrees with honors, completing Bachelors	26 years 2 years, 3 mos.	New Mexico Department of Workforce Solutions Quarterly Partner Meeting	10/21/2019 1/8/2020	Roswell Chamber of Commerce
Pacheco-Peebles Rincon	Hilda Mathew	Director Assistant Director	FT	Bachelors 2 Associates Degrees with honors, completing Bachelors	26 years 2 years, 3 mos.	Vocational Scholarship Meetings	10/29/2019	ENMU-R
Pacheco-Peebles Rincon	Hilda Mathew	Director Assistant Director	FT	Bachelors 2 Associates Degrees with honors, completing Bachelors	26 years 2 years, 3 mos.	Coalition on Adult Basic Education Virtual Conference	10/29/2019 to 10/30/2019	Remotely
Pacheco-Peebles Rincon	Hilda Mathew	Director Assistant Director	FT	Bachelors 2 Associates Degrees with honors, completing Bachelors	26 years 2 years, 3 mos.	International Law Enforcement Academy Meeting and Testing	11/6/2019 & 11/7/2019	Roswell ILEA
Pacheco-Peebles Rincon	Hilda Mathew	Director Assistant Director	FT	Bachelors 2 Associates Degrees with honors, completing Bachelors	26 years 2 years, 3 mos.	Roswell Job Corps Meeting and Testing	11/15/2019 & 11/22/2019	Roswell Job Corps
Pacheco-Peebles Rincon	Hilda Mathew	Director	FT	Bachelors	26 years 2 years, 3 mos.	Harvest Ministries Meeting	1/6/2020	Roswell

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		Assistant Director		2 Associates Degrees with honors, completing Bachelors				
Pacheco-Peebles Rincon	Hilda Mathew	Director Assistant Director	FT	Bachelors 2 Associates Degrees with honors, completing Bachelors	26 years 2 years, 3 mos.	P-Card Training	1/15/2020	ENMU-R
Pacheco-Peebles Rincon	Hilda Mathew	Director Assistant Director	FT	Bachelors 2 Associates Degrees with honors, completing Bachelors	26 years 2 years, 3 mos.	Professional Senate Meeting	1/15/2020	ENMU-R
Pacheco-Peebles Rincon	Hilda Mathew	Director Assistant Director	FT	Bachelors 2 Associates Degrees with honors, completing Bachelors	26 years 2 years, 3 mos.	Adult Education Day at the Santa Fe Roundhouse	1/28/2020 to 1/29/2020	Santa Fe
Pacheco-Peebles Rincon	Hilda Mathew	Director Assistant Director	FT	Bachelors 2 Associates Degrees with honors, completing Bachelors	26 years 2 years, 3 mos.	Altrusa Meeting	2/4/2020	ENMU-R
Pacheco-Peebles Rincon	Hilda Mathew	Director Assistant Director	FT	Bachelors 2 Associates Degrees with honors, completing Bachelors	26 years 2 years, 3 mos.	New Mexico Adult Education Association and Mountain Plains Adult Education Association Conference	2/24/2020 to 2/27/2020	Santa Ana Pueblo
Pacheco-Peebles Rincon	Hilda Mathew	Director Assistant Director	FT	Bachelors 2 Associates Degrees with honors, completing Bachelors	26 years 2 years, 3 mos.	Hosted "Teaching from the Back of the Room" Seminar	3/6/2020 to 3/7/2020	ENMU-R
Pacheco-Peebles Rincon	Hilda Mathew	Director Assistant Director	FT	Bachelors 2 Associates Degrees with honors, completing Bachelors	26 years 2 years, 3 mos.	Higher Education Corona Virus Webinar	3/11/2020	ENMU-R
Pacheco-Peebles Rincon	Hilda Mathew	Director	FT	Bachelors	26 years 2 years, 3 mos.	Digital Literacy Webinar	4/23/2020	Remotely

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		Assistant Director		2 Associates Degrees with honors, completing Bachelors				
Pacheco-Peebles Rincon	Hilda Mathew	Director Assistant Director	FT	Bachelors 2 Associates Degrees with honors, completing Bachelors	26 years 2 years, 3 mos.	"Transition your program to online registration" Webinar	4/23/2020	Remotely
Pacheco-Peebles Rincon	Hilda Mathew	Director Assistant Director	FT	Bachelors 2 Associates Degrees with honors, completing Bachelors	26 years 2 years, 3 mos.	Google Friday's NM DELT Webinar	4/24/2020	Remotely
Pacheco-Peebles Rincon	Hilda Mathew	Director Assistant Director	FT	Bachelors 2 Associates Degrees with honors, completing Bachelors	26 years 2 years, 3 mos.	"Thriving not surviving: How Texas Rose to the Pandemic Challenge" Webinar	4/28/2020	Remotely
Pacheco-Peebles Rincon	Hilda Mathew	Director Assistant Director	FT	Bachelors 2 Associates Degrees with honors, completing Bachelors	26 years 2 years, 3 mos.	"Remote Proctoring TABE" Webinar	4/29/2020	Remotely
Pacheco-Peebles Rincon	Hilda Mathew	Director Assistant Director	FT	Bachelors 2 Associates Degrees with honors, completing Bachelors	26 years 2 years, 3 mos.	"Hi-Talk Low-Tech Teaching Techniques" Webinar	4/30/2020	Remotely
Pacheco-Peebles Rincon	Hilda Mathew	Director Assistant Director	FT	Bachelors 2 Associates Degrees with honors, completing Bachelors	26 years 2 years, 3 mos.	"Work Readiness Training to Help Learners Who Have Lost Jobs Due to COVID-19" Webinar	4/30/2020	Remotely
Pacheco-Peebles Rincon	Hilda Mathew	Director Assistant Director	FT	Bachelors 2 Associates Degrees with honors, completing Bachelors	26 years 2 years, 3 mos.	NROC Meeting	5/7/2020	Remotely
Pacheco-Peebles Rincon	Hilda Mathew	Director	FT	Bachelors	26 years 2 years, 3 mos.	AE Budget Meeting	5/13/2020	Remotely

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		Assistant Director		2 Associates Degrees with honors, completing Bachelors				
Pacheco-Peebles Rincon	Hilda Mathew	Director Assistant Director	FT	Bachelors 2 Associates Degrees with honors, completing Bachelors	26 years 2 years, 3 mos.	Career Pathways Peer Coaching Session with NMSU Carlsbad	6/3/2020	Remotely
Pacheco-Peebles Rincon	Hilda Mathew	Director Assistant Director	FT	Bachelors 2 Associates Degrees with honors, completing Bachelors	26 years 2 years, 3 mos.	Eastern Area Workforce Development Board Next Generation Program	6/20/2020, 6/17/2020	Remotely
Pacheco-Peebles Rincon	Hilda Mathew	Director Assistant Director	FT	Bachelors 2 Associates Degrees with honors, completing Bachelors	26 years 2 years, 3 mos.	“Let’s Get Gritty” Webinar	6/11/2020	Remotely
Pacheco-Peebles Rincon	Hilda Mathew	Director Assistant Director	FT	Bachelors 2 Associates Degrees with honors, completing Bachelors	26 years 2 years, 3 mos.	“NCES Skills Map” Webinar	6/16/2020	Remotely
Pacheco-Peebles Rincon	Hilda Mathew	Director Assistant Director	FT	Bachelors 2 Associates Degrees with honors, completing Bachelors	26 years 2 years, 3 mos.	“Opportunity America” Webinar	6/26/2020	Remotely
Pacheco-Peebles Rincon	Hilda Mathew	Director Assistant Director	FT	Bachelors 2 Associates Degrees with honors, completing Bachelors	26 years 2 years, 3 mos.	Census Committee	2019-2020	Face to Face / Remotely
Pacheco-Peebles Rincon	Hilda Mathew	Director Assistant Director	FT	Bachelors 2 Associates Degrees with honors, completing Bachelors	26 years 2 years, 3 mos.	Challenge Island-Jaime Trujillo	2/2020	Remotely
Pacheco-Peebles Rincon	Hilda Mathew	Director	FT	Bachelors	26 years 2 years, 3 mos.	Learning Upgrade Digital Literacy	2/2020	Remotely

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		Assistant Director		2 Associates Degrees with honors, completing Bachelors				
Pacheco-Peebles Rincon	Hilda Mathew	Director Assistant Director	FT	Bachelors 2 Associates Degrees with honors, completing Bachelors	26 years 2 years, 3 mos.	AEL and Start Up Generation Meeting	6/24/2020	Remotely

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
		N/A

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

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

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

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

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

N/A

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

\$10,000

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

\$30,000

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
10,000 Sq. Ft.	\$36.00	\$36,000

Alternate option:

Please indicate institution's building renewal and replacement allocation

0.00

(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
N/A	

B. Program Income Activities

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

0.00

Please list the PROGRAM INCOME EXPENDITURES below:

AEFLA allowable activity	Amount

Please attach your NRS tables and MOU/IFA documents to the end of this document, scan it, and, if possible, submit **one single PDF document** to: adult.education@state.nm.us AND amy.anderson@state.nm.us no later than 5:00 p.m. on September 1, 2020.

Student:

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

Select Reporting
System:

NRS FY 19-20

Agency: ENMU-Roswell

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

Entering Educational Functioning Level (A)	American Indian or Alaska Native		Asian		Black or African- American		Hispanic/Latino		Native Hawaiian or Other Pacific Islander		White		More than One Race		Total
	M (B)	F (C)	M (D)	F (E)	M (F)	F (G)	M (H)	F (I)	M (J)	F (K)	M (L)	F (M)	M (N)	F (O)	(P)
ABE*** Level 1	1	0	0	0	0	0	12	12	0	0	1	1	0	0	27
ABE Level 2	4	1	1	0	1	0	52	26	0	0	5	1	0	0	91
ABE Level 3	13	13	2	0	5	6	179	187	0	0	64	46	3	3	521
ABE Level 4	1	1	1	2	0	1	27	29	0	0	9	14	1	0	86
ABE Level 5	0	0	0	0	0	0	3	6	0	0	2	4	0	0	15
ABE Level 6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ESL*** Level 1	0	0	0	1	0	0	13	64	0	0	0	0	0	0	78
ESL Level 2	0	0	0	1	0	0	5	16	0	0	0	0	0	0	22
ESL Level 3	0	0	0	0	0	0	0	12	0	0	0	0	0	0	12
ESL Level 4	0	0	0	0	0	0	2	8	0	0	0	0	0	0	10
ESL Level 5	0	0	0	0	0	0	0	3	0	0	0	0	0	0	3
ESL Level 6	0	0	0	0	0	0	0	2	0	0	0	0	0	0	2
Total	19	15	4	4	6	7	293	365	0	0	81	66	4	3	867

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

** See definitions for ethnicity/race categories.

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

Ethnicity/Race:

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

American Indian / Alaska Native: The participant indicates that he/she is a member of an Indian tribe, band, nation, or other

organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act (85 Stat. 688) [43 U.S.C. 1601 et seq.], which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians.

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

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

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

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

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

Sex:

Male: The participant indicates that he is male.

Female: The participant indicates that she is female.

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

Student:

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

Select Reporting
System:

NRS FY 19-20

Agency: ENMU-Roswell

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

Age Group (A)	American Indian or Alaska Native		Asian		Black or African- American		Hispanic/Latino		Native Hawaiian or Other Pacific Islander		White		More than One Race		Total
	Male (B)	F (C)	M (D)	F (E)	M (F)	F (G)	M (H)	F (I)	M (J)	F (K)	M (L)	F (M)	M (N)	F (O)	(P)
16-18	18	7	0	1	5	1	166	84	0	0	48	28	3	1	362
19-24	1	3	0	0	0	3	59	75	0	0	19	18	1	2	181
25-44	0	3	2	2	0	2	52	149	0	0	14	16	0	0	240
45-54	0	2	1	1	0	0	9	41	0	0	0	4	0	0	58
55-59	0	0	0	0	0	1	4	13	0	0	0	0	0	0	18
60+	0	0	1	0	1	0	3	3	0	0	0	0	0	0	8
Total	19	15	4	4	6	7	293	365	0	0	81	66	4	3	867

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

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

***See definitions of ethnicity/race categories.

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

Ethnicity/Race:

See Table 1

Sex:

See Table 1

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

Student:

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

Select Reporting
System:

NRS FY 19-20

Agency: ENMU-Roswell

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

	American Indian or Alaska Native		Asian		Black or African-American		Hispanic/Latino		Native Hawaiian or Other Pacific Islander		White		More than One Race		Total
Age Group (A)	Male (B)	F (C)	M (D)	F (E)	M (F)	F (G)	M (H)	F (I)	M (J)	F (K)	M (L)	F (M)	M (N)	F (O)	(P)
16-18	0	0	0	0	0	0	14	7	0	0	2	2	1	0	26
19-24	0	0	0	0	0	1	12	8	0	0	2	2	0	0	25
25-44	1	0	1	0	0	0	11	26	0	0	1	4	0	0	44
45-54	0	0	0	0	0	0	4	8	0	0	0	0	0	0	12
55-59	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1
60+	0	0	0	0	0	0	0	2	0	0	0	0	0	0	2
Total	1	0	1	0	0	1	41	52	0	0	5	8	1	0	110

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

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

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

Ethnicity/Race: See Table 1

Student:

NRS Table 3: Participants by Program Type and Age

Select Reporting
System:

NRS FY 19-20 ▼

Agency: ENMU-Roswell

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

Program Type (A)	16-18 (B)	19-24 (C)	25-44 (D)	45-54 (E)	55-59 (F)	60+ (G)	Total (H)
Adult Basic Education**	352	149	153	21	5	2	682
Integrated Education and Training Program	26	38	11	0	0	0	75
Adult Secondary Education***	5	5	3	1	1	0	15
Integrated Education and Training Program	0	2	2	1	1	0	6
English Language Acquisition****	0	4	17	9	2	1	33
Integrated Education and Training Program	0	0	0	0	0	0	0
Integrated English Literacy and Civics Education (Sec. 243)*****	5	23	67	27	10	5	137
Integrated Education and Training Program	0	0	0	0	0	0	0
Total	362	181	240	58	18	8	867

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

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

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

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

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

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

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

Student:

NRS Table 4

Select Reporting
System:

NRS FY 19-20

Agency: ENMU-Roswell

Measurable Skill Gains by Entry Level

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

First Period of Participation									All Periods of Participation			
Enteri ng Educat ional Functi oning Level (A)	Numb er of Partici pants (B)	Total Numb er of Partici pants Exclud ed from MSG Performace (C)	Total Attend ance Hours for All Partici pants (D)	Numb er Who Achieved at Least One Educat ional Functi oning Level Gain (E)	Numb er Who Attain ed a Seco ndary School Diplo ma or Its Recog nized Equiva lent (F)	Numb er Separa ted Before Achiev ing Measu rable Skill Gains (G)	Numb er Remai ning in Progra m Withou t Measu rable Skill Gains (H)	Perce ntage Achiev ing Measu rable Skill Gains (I)	Total Numb er of Period s of Partici pation (J)	Total Numb er of Period s of Partici pation in Which Partici pants Achiev ed at Least One Educat ional Functi oning Level Gain (K)	Total Numb er of Period s of Partici pation in Which a Seco ndary School Diplom a or Its Recog nized Equiva lent Was Attaine d (L)	Perce ntage of Period s of Partici pation with Measu rable Skill Gains (M)
ABE Level 1	27	0	2257.25	0	1	21	5	3.7	27	0	1	3.7
ABE Level 2	91	0	11808.06	11	7	65	8	19.8	93	11	7	19.4
ABE Level 3	521	0	52465.5	22	76	399	24	18.8	536	22	77	18.5
ABE Level 4	86	0	7838.5	5	15	57	9	23.3	88	5	15	22.7

ABE Level 5	15	0	887	1	1	9	4	13.3	15	1	1	13.3
ABE Level 6	0	0	0	0	0	0	0	0	0	0	0	0
ABE Total	740	0	75256.31	39	100	551	50	18.8	759	39	101	18.4
ESL Level 1	78	0	5457	7	1	55	15	10.3	82	7	1	9.8
ESL Level 2	22	0	1647.75	2	0	16	4	9.1	23	2	0	8.7
ESL Level 3	12	0	562	0	0	12	0	0	13	0	0	0
ESL Level 4	10	0	497.5	0	0	8	2	0	10	0	0	0
ESL Level 5	3	0	99	0	0	3	0	0	4	0	0	0
ESL Level 6	2	0	321.5	0	0	1	1	0	2	0	0	0
ESL Total	127	0	8584.75	9	1	95	22	7.9	134	9	1	7.5
Grand Total	867	0	83841.06	48	101	646	72	17.2	893	48	102	16.8

- Use participant's pretest score for the 1st entry of a program year for initial placement in this table.
- For the purposes of reporting measurable skill gain on Tables 4, 4C, 8, and 10, each program entry per participant during the reporting period is considered a period of participation.
- Count each participant only once in columns E through H. Total number of participants in column B should equal corresponding total number of participants in other NRS tables. Report the most recent measurable skill gain for a participant who achieved more than one measurable skill gain during a period of participation.
- The number in Column C is the number of participants who are being excluded from MSG performance due to the exclusion scenarios listed in OCTAE Program Memorandum 17-2 Attachment 2, Table A. No values associated with these participants should be entered into columns E-G.
- The number in column E is the number of participants who completed one or more Educational Functioning Level (EFL) gains as measured in one of three ways: 1) by comparing a participant's initial EFL as measured by a pre-test with the participant's EFL as measured by a participant's post-test; or 2) for States that offer high school programs that lead to a secondary school diploma or its recognized equivalent, an EFL gain may be measured through the awarding of credits or Carnegie units; or 3)

States may report an EFL gain for participants who exit the program and enroll in postsecondary education or training during the program year.

- Column F is the number of participants who attained a secondary school diploma or its recognized equivalent.
- Enter only the most recent achievement, if attained, per participant in column E or column F. No participant should have an achievement counted in both columns.
- Column G is the number of participants who achieved no measurable skill gain and exited the program. The last day of service cannot be determined until at least 90 days have elapsed since the participant last received services (services do not include self-service, information-only services or activities, or follow-up services), and there are no plans to provide the participant with future services.
- Column H is number of participants who remain enrolled and achieved no measurable skill gain.
- Column B should equal $C + E + F + G + H$.
- Column I is calculated using the following formula: $(\text{Column I}) = (\text{Column E} + \text{Column F}) / (\text{Column B} - \text{Column C})$
- Column J is the total number of periods of participation for each participant. A participant may have more than one period of participation.
- Column K is the Total number of Periods of Participation in which at least one educational functioning level gain was achieved. Multiple outcomes are permissible for individual participants with more than one period of participation. Although participants may achieve more than one gain per period of participation, only one gain for a participant per period of participation is reported in EITHER column K or column L.
- Column L is the Total number of Periods of Participation in which a secondary school diploma or its recognized equivalent was attained. Multiple outcomes are permissible for individual participants with more than one period of participation. Although participants may achieve more than one gain per period of participation, only one gain for a participant per period of participation is reported in EITHER column K or column L.
- Column M is calculated using the following formula: $(\text{Column M}) = (\text{Column K} + \text{Column L}) / (\text{Column J})$
- **Period of Participation:** For the Measurable Skill Gains indicator, a new period of participation is counted each time a participant enrolls—even if both enrollments occur within the same program year. It is not necessary to wait until the participant exits the program in order to count a measurable skill gain, because the measurable skill gains indicator is not an exit-based indicator. The skill gain may be counted as soon as it is earned at any point during the participation period of the program year in which it was earned. A person with more than one period of participation in a program year is counted separately for each period of participation in both the numerator and denominator of each applicable performance indicator. Therefore, the person is counted multiple times—once for each period of participation. Please see OCTAE program memorandum 17-2 for examples of counting periods of participation.

Entering Educational Functioning Level (A)	Number of Participants (B)	Number with EFL Gain For ELA/Literacy or ELP by pre-posttesting (C)	Percentage Achieving ELA/Literacy or ELP EFL Gains (D)	Number with EFL Gain for Mathematics by pre-posttesting (E)	Percentage Achieving Mathematics EFL Gains (F)	Number with EFL Gain by Carnegie Units/Credits (G)	Percentage Achieving EFL Gain by Carnegie Units/Credits (H)	Number with EFL Gain by Transition to Postsecondary Education (I)	Percentage Achieving EFL Gain by Transition to Postsecondary Education (J)
ESL Level 5	0	0	0	0	0	0	0	0	0
ESL Level 6	0	0	0	0	0	0	0	0	0
ESL Total	9	9	100	0	0	0	0	0	0
Grand Total	103	85	82.5	42	40.8	0	0	1	1

Instructions for Completing Table 4A

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

Student:

NRS Table 4B

Select Reporting
System:

NRS FY 19-20

Agency: ENMU-Roswell

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

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

Entering Educational Functioning Level (A)	Total Number Enrolled (B)	Total Attendance Hours (C)	Number with EFL Gain (D)	Number Separated Before Achieving EFL Gain (E)	Number Remaining Within Level (F)	Percentage Achieving EFL Gain (G)
ABE Level 1	2	404.25	0	0	2	0
ABE Level 2	21	5869	15	3	3	71.4
ABE Level 3	115	27658	70	45	1	60.9
ABE Level 4	21	3163	8	13	0	38.1
ABE Level 5	1	86	0	1	0	0
ABE Total	160	37180.25	93	62	6	58.1
ESL Level 1	13	2549.25	7	4	3	53.8
ESL Level 2	4	703.25	2	1	1	50
ESL Level 3	0	0	0	0	0	0
ESL Level 4	0	0	0	0	0	0
ESL Level 5	0	0	0	0	0	0
ESL Level 6	0	0	0	0	0	0
ESL Total	17	3252.5	9	5	4	52.9
Total	177	40432.75	102	67	10	57.6

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

- Column D is the total number of participants (both exited and continuing) who achieved at least one EFL gain by completing at least one level through pre- and post-testing.
- Column E is the number of participants who achieved no EFL gain and exited the program. The last day of service cannot be determined until at least 90 days have elapsed since the participant last received services (services do not include self-service, information-only services, activities, or follow-up services), and there are no plans to provide the participant with future services.
- Column F represents the number of participants still enrolled who are at the same EFL level as when they entered.

- Column D + E + F should equal the total in Column B.
- Each row total in Column G is calculated using the following formula: $G = \text{Column D} / \text{Column B}$

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

Student:

NRS Table 4C

Select Reporting System:

NRS FY 19-20

Agency: ENMU-Roswell

Measurable Skill Gains by Entry Level for Participants in Distance Education

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

[illegible]

Entering Educational Functioning Level (A)	Total Number Enrolled (B)	Total Attendance Hours for All Participants (C)	Number Who Achieved at Least One Educational Functioning Level Gain (D)	Number Who Attained a Secondary School Diploma or Its Equivalent (E)	Number Separated Before Achieving Measurable Skill Gains (F)	Number Remaining in Program Without Measurable Skill Gains (G)	Percentage Achieving Measurable Skill Gains (H)	Total Number of Periods of Participation (I)	Total Number of Periods of Participation with Measurable Skill Gains (J)	Percentage of Periods of Participation with Measurable Skill Gains (K)
ESL Level 4	0	0	0	0	0	0	0	0	0	0
ESL Level 5	0	0	0	0	0	0	0	0	0	0
ESL Level 6	0	0	0	0	0	0	0	0	0	0
ESL Total	0	0	0	0	0	0	0	0	0	0
Grand Total	2	647	0	1	0	1	50	2	1	50

Include in this table only participants who are counted as distance education participants . This table is a subset of the participants reported in Table 4.

- Use participant's pretest score for initial placement in this table.
- For the purposes of reporting measurable skill gain on Tables 4, 4C, 8, and 10, each program entry per participant during the reporting period is considered a period of participation.
- Count each participant only once in columns D through G.
- The number in column D is the number of participants who completed one or more Educational Functioning Level gains as measured in one of three ways: 1) by comparing a participant's initial EFL as measured by a pre-test with the participant's EFL as measured by a participant's post-test; or 2) for States that offer high school programs that lead to a secondary school diploma or its recognized equivalent, an EFL gain may be measured through the awarding of credits or Carnegie units; or 3) States may report an EFL gain for participants who exit the program and enroll in postsecondary education or training during the program year.
- Column E is the number of participants who attained a secondary school diploma or its equivalent.
- Enter only the most recent achievement, if attained, per participant in column D or column E.
- Column F is the number of participants who achieved no measurable skill gain and exited the program. The last day of service cannot be determined until at least 90 days have elapsed since the participant last received services (services do not include self-service, information-only services, activities, or follow-up services), and there are no plans to provide the participant with future services.
- Column G is number of participants who remain enrolled and achieved no measurable skill gain.
- Column D + E + F + G should equal the total in column B.
- Column H is calculated using the following formula: $(\text{Column H}) = (\text{Column D} + \text{Column E}) / (\text{Column B})$
- Column I is the total number of periods of participation for each participant. A participant may have more than one period of participation.

- Column J is the number of periods of participation in which a Measurable Skill Gain is achieved. Multiple outcomes are permissible for individual participants with more than one period of participation. Participants may achieve more than one gain per period of participation. However, a maximum of one gain per period of participation is reported in column J.
- Column K is calculated using the following formula: $(\text{Column K}) = (\text{Column J}) / (\text{Column I})$

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

Student:

NRS Table 5

Select Reporting
System:

NRS FY 19-20

Agency: ENMU-Roswell

Primary Indicators of Performance

First Period of Participation				All Periods of Participation		
Primary Indicators of Performance	Number of Participants who Exited	Number of Participants who Exited Achieving Outcome or Median Earnings Value	Percentage of Participants Achieving Outcome	Total Periods of Participation	Total Number of Periods of Participation in which Participants Achieved Outcome or Median Earnings Value for All Periods of Participation	Percentage of Participants in All Periods of Participation Achieving Outcome
(A)	(B)	(C)	(D)	(E)	(F)	(G)
Employment Second Quarter after exit *	840	307	36.5	858	313	36.5
Employment Fourth Quarter after exit *	915	362	39.6	940	371	39.5
Median Earnings Second Quarter after exit **	307	2623.4		313	2627.95	
Attained a Secondary School Diploma/Recognized Equivalent and Enrolled in Postsecondary Education or Training within one year of exit ***	71	11	15.5	72	11	15.3
Attained a Secondary School Diploma/Recognized Equivalent and Employed within one year of exit ***	71	27	38	72	27	37.5

Attained a Postsecondary Credential while enrolled or within one year of exit ****	4	3	75	4	3	75
Attained any credential (unduplicated) *****	75	32	42.7	76	32	42.1

Instructions for Completing Table 5

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

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

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

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

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

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

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

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

**** Report in Column B (postsecondary credential attainment) the total number of participants who during the program year were also enrolled in a postsecondary education or training program leading to a recognized postsecondary credential and exited that postsecondary training program, excluding participants who exited due to the exclusions listed in OCTAE Program Memorandum 17-2

Attachment 2: Table A or incarcerated individuals under section 225 who exited the AEFLA program but are still incarcerated. Participants may potentially be reported in both secondary school credential rows and the postsecondary credential row.

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

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

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

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

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

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

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

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

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

Columns D and G are not applicable to Median Earnings.

Student:

NRS Table 5A

Select Reporting
System:

NRS FY 19-20 ▼

Agency: ENMU-Roswell

Primary Indicators of Performance for Participants in Distance Education

First Period of Participation				All Periods of Participation		
Primary Indicators of Performance	Number of Participants who Exited	Number of Participants who Exited Achieving Outcome or Median Earnings Value	Percentage of Participants Achieving Outcome	Total Periods of Participation	Total Number of Periods of Participation in which Participants Achieved Outcome or Median Earnings Value for All Periods of Participation	Percentage of Participants in All Periods of Participation Achieving Outcome
(A)	(B)	(C)	(D)	(E)	(F)	(G)
Employment Second Quarter after exit	1	1	100	1	1	100
Employment Fourth Quarter after exit	2	1	50	2	1	50
Median Earnings Second Quarter after exit	1	392.4		1	392.4	
Attained a Secondary School Diploma/Recognized Equivalent and Enrolled in Postsecondary Education or Training within one year of exit	0	0	0	0	0	0
Attained a Secondary School Diploma/Recognized Equivalent and Employed within one year of exit	0	0	0	0	0	0

Attained a Postsecondary Credential while enrolled or within one year of exit	0	0	0	0	0	0
Attained any credential (unduplicated) *****	0	0	0	0	0	0

Instructions for Completing Table 5A

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

Follow instructions for completing Table 5.

Student:

NRS Table 6: Participant Status and Program Enrollment

Select Reporting
System:

NRS FY 19-20 ▼

Agency: ENMU-Roswell

Participant Status on Entry into the Program (A)	Number (B)	
Employed	249	
Employed, but Received Notice of Termination of Employment or Military Separation is pending	1	
Unemployed	440	
Not in the Labor Force	177	
TOTAL	867	
Highest Degree Level of School Completed*	US Based Schooling	Non-US Based Schooling
No Schooling	0	0
Grades 1-5	7	11
Grades 6-8	31	36
Grades 9-12 (no diploma)	528	69
Secondary School Diploma or alternate credential	107	11
Secondary School Equivalent	24	10
Some Postsecondary education, no degree	8	11
Postsecondary or professional degree	4	8
Unknown	0	0
TOTAL (both US Based and Non-US Based)		865
Program Type**		
In Family Literacy Program		0
In Workplace Adult Education and Literacy Activities***		0
Institutional Programs (section 225)		
In Correctional Facility		1
In Community Correctional Program		0
In Other Institutional Setting		0

Participant Status on Entry into the Program (A)	Number (B)
TOTAL Institutional	1

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

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

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

Employment Status definitions:

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

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

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

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

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

Student:

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

Select Reporting
System:

NRS FY 19-20 ▼

Agency: ENMU-Roswell

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

Family Literacy Follow-up Outcome Measures	Number of Participants who Exited	Number of Participants who Exited Achieving Outcome	Percent Achieving Outcome
Increased Involvement in Children's Education	0	0	0
Helped more frequently with school	0	0	0
Increased contact with children's teachers		0	
More involved in children's school activities		0	
Increased Involvement in Children's Literacy Activities		0	
Reading to children	0	0	0
Visiting library		0	
Purchasing books or magazines		0	
Left Public Assistance		0	

Instructions for Completing Table 8

Include only family literacy program participants in Table 8.

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

For reporting measurable skill gains:

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

For reporting the exit-based Primary Indicators of Performance:

Follow instructions for completing Table 5 to report these outcomes.

For reporting family literacy outcome measures:

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

Achievement of one or more of the increased involvement in children's education or children's literacy activities measures should be counted only once per participant. However, the specific outcome should be recorded in the subcategory and more than one outcome may be reported, so that the total for the three subcategories may be greater than the total reported for the overall category. For example, a participant who helped more frequently with schoolwork and increased contact with child's teachers would be recorded in both categories but would be counted only once in the overall category of "increased involvement in children's education."

Student:

NRS Table 9

Select Reporting
System:

NRS FY 19-20

Agency: ENMU-Roswell

Outcome Achievement for Participants in Integrated English Literacy and Civics Education

First Period of Participation				All Periods of Participation		
Primary Indicators of Performance	Number of Participants Included in the Indicator	Number of Participants Achieving Outcome or Median Earnings Value	Percentage of Participants Achieving Outcome	Total Periods of Participation	Total Number of Periods of Participation in which Participants Achieved Outcome or Median Earnings Value for All Periods of Participation	Percentage of Participants in All Periods of Participation Achieving Outcome
(A)	(B)	(C)	(D)	(E)	(F)	(G)
Measurable Skill Gain	137	13	9.5	144	13	9
Employment Second Quarter after exit	91	22	24.2	96	23	24
Employment Fourth Quarter after exit	73	23	31.5	80	23	28.8
Median Earnings Second Quarter after exit	22	3710.26		23	3748.51	
Attained a Secondary School Diploma/Recognized Equivalent and Enrolled in Postsecondary Education or Training within one year of exit	0	0	0	0	0	0
Attained a Secondary School Diploma/Recognized Equivalent and Employed within one year of exit	0	0	0	0	0	0
Attained a Postsecondary Credential while enrolled or within one year of exit	0	0	0	0	0	0

Civics Education Follow-up Outcome Measures (Optional)	Number of Participants Who Exited	Number of Participants Who Exited Achieving Outcome	Percent Achieving Outcome
Achieved Citizenship Skills	0	0	0
Voted or Registered to Vote	0	0	0
Increased Involvement in Community Activities	42	8	19

Instructions for Completing Table 9

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

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

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

For reporting the exit-based Primary Indicators of Performance:

Follow instructions for completing Table 5 to report these outcomes.

For reporting civics education outcome measures:

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

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

Student:

Table 10: Outcome Achievement for Participants in Correctional Education Programs

Select Reporting
System:

NRS FY 19-20 ▼

Agency: ENMU-Roswell

First Period of Participation				All Periods of Participation		
Primary Indicators of Performance	Number of Participants Included in the Indicator	Number of Participants Achieving Outcome or Median Earnings Value	Percentage of Participants Achieving Outcome	Total Periods of Participation	Total Number of Periods of Participation in which Participants Achieved Outcome or Median Earnings Value for All Periods of Participation	Percentage of Participants in All Periods of Participation Achieving Outcome
(A)	(B)	(C)	(D)	(E)	(F)	(G)
Measurable Skill Gain	1	0	0	1	0	0
Employment Second Quarter after exit	0	0	0	0	0	0
Employment Fourth Quarter after exit	0	0	0	0	0	0
Median Earnings Second Quarter after exit	0	0		0	0	
Attained a Secondary School Diploma/Recognized Equivalent and Enrolled in Postsecondary Education or Training within one year of exit	0	0	0	0	0	0
Attained a Secondary School Diploma/Recognized Equivalent and Employed within one year of exit	0	0	0	0	0	0
Attained a Postsecondary Credential while enrolled or within one year of exit	0	0	0	0	0	0

Instructions for Completing Table 10

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

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

For measurable skill gain: Enter in column B the total number of correctional education program participants enrolled during the reporting period. This indicator includes both released and non-released participants. Enter in column C the number of participants who achieved one or more educational functioning level gains or attained a secondary school diploma. Enter only one of these achievements, if attained, per participant in column C.

For reporting the Primary Indicators of Performance:

Enter in column B the total number of correctional education program participants enrolled during the reporting period who were no longer incarcerated at program exit. Enter in column C the number of participants who were no longer incarcerated at program exit who achieved success in the designated indicator.

Follow instructions for completing Table 5 to report these outcomes.

OMB Number 1830-0027

Student:

NRS Table 11

Select Reporting
System:

NRS FY 19-20 ▼

Agency: ENMU-Roswell

Outcome Achievement for Participants in Integrated Education and Training Programs

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

Primary Indicators of Performance (A)	Number of Participants Included in the Indicator (B)	Number of Participants Achieving Outcome or Median Earnings Value (C)	Percentage of Participants Achieving Outcome (D)	Total Periods of Participation (E)	Total Number of Periods of Participation in which Participants Achieved Outcome or Median Earnings Value for All Periods of Participation (F)	Percentage of Participants in All Periods of Participation Achieving Outcome (G)
MSG via Achievement of at Least One Educational Functioning Level Gain	81	8	9.9	83	8	9.6
MSG via Attainment of Secondary School Diploma/ Recognized Equivalent	81	0	0	83	0	0
MSG via Secondary or Postsecondary Transcript	81	0	0	83	0	0
MSG via Progress Toward Milestones	81	0	0	83	0	0
MSG via Passing Technical/ Occupational Skills Exam	81	0	0	83	0	0

Primary Indicators of Performance (A)	Number of Participants Included in the Indicator (B)	Number of Participants Achieving Outcome or Median Earnings Value (C)	Percentage of Participants Achieving Outcome (D)	Total Periods of Participation (E)	Total Number of Periods of Participation in which Participants Achieved Outcome or Median Earnings Value for All Periods of Participation (F)	Percentage of Participants in All Periods of Participation Achieving Outcome (G)
Employment Second Quarter after exit	20	4	20	22	5	22.7
Employment Fourth Quarter after exit	24	11	45.8	24	11	45.8
Median Earnings Second Quarter after exit	4	1370		5	1413	
Attained a Secondary School Diploma/Recognized Equivalent and Enrolled in Postsecondary Education or Training within one year of exit	1	0	0	1	0	0
Attained a Secondary School Diploma/Recognized Equivalent and Employed within one year of exit	1	0	0	1	0	0
Attained a Postsecondary Credential while enrolled or within one year of exit	0	0	0	0	0	0

Instructions for Completing Table 11

Include only IET program participants but exclude participants who exited due to the exclusions listed in OCTAE Memorandum 17-2 Attachment 2, Table A. Also exclude from all indicators, except EFL gains, incarcerated individuals under WIOA section 225 who exited the AEFLA program but are still incarcerated. All shaded columns will be calculated automatically by OCTAE's data system.

Report any of the following MSG outcomes for each IET participant. Reporting multiple MSG outcomes per participant is permitted.

For reporting MSG via Achievement of at Least One Educational Functioning Level Gain: Enter in column B the total number of Integrated Education and Training program participants enrolled during the reporting period. Enter in column C the number of participants who completed one or more Educational Functioning Level (EFL) gains as measured in one of three ways: 1) an EFL gain may be measured by comparing a participant's initial EFL as measured by a pre-test with the participant's EFL as measured by a participant's post-test; or 2) for States that offer high school programs that lead to a secondary school diploma or its recognized equivalent, an EFL gain may be measured through the awarding of credits or Carnegie units; or 3) States may report an EFL gain for participants who exit the program and enroll in postsecondary education or training during the program year.

For reporting MSG via Attainment of Secondary School Diploma/Recognized Equivalent: Enter in column B the total number of Integrated Education and Training program participants enrolled during the reporting period. Enter in column C the number of participants who attained a secondary school diploma or its recognized equivalent.

For reporting MSG via Secondary or Postsecondary Transcript: Enter in column B the total number of Integrated Education and Training program participants enrolled during the reporting period. Enter in column C the number of participants who demonstrated progress through a secondary or postsecondary transcript or report card for a sufficient number of credit hours that shows a participant is meeting the State unit's academic standards.

For reporting MSG via Progress Toward Milestones: Enter in column B the total number of Integrated Education and Training program participants enrolled during the reporting period. Enter in column C the number of participants who demonstrated satisfactory or better progress report, towards established milestones, such as completion of on-the-job training (OJT) or completion of one year of an apprenticeship program or similar milestones, from an employer or training provider who is providing training.

For reporting MSG via Passing Technical/Occupational Skills Exams: Enter in column B the total number of Integrated Education and Training program participants enrolled during the reporting period. Enter in column C the number of participants who successfully passed an exam that is required for a particular occupation or attained progress in technical or occupational skills as evidenced by trade-related benchmarks such as knowledge-based exams.

For reporting the exit-based Primary Indicators of Performance: Follow instructions for completing Table 5 to report these outcomes.

Student:

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

Select Reporting System:

NRS FY 19-20

Agency: ENMU-Roswell

[illegible]

Student:

NRS Table 14: Local Grantees by Funding Source

Select Reporting
System:

NRS FY 19-20 ▼

Agency: ENMU-Roswell

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

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

Instructions for Completing Table 14

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

- In Column (B), report the number of all providers receiving a grant award or contract for instructional services from the eligible agency.
- In Column (C), report the total number of Integrated English Literacy and Civics Education (IELCE) providers receiving a grant award or contract for instructional services.
- In Column (D), report the total number of each entity receiving funds as a sub-recipient. (Entities receiving funds from a grantee as part of a consortium are to be reported in column (D)).
- In Column (F), the percentage is calculated using the following formula: Cell value in Column (E) / Total of Column (E)
- In Column (G), report the total amount of State funds contributed. This amount need not necessarily equal the non-Federal expenditure report on the Federal Financial Report.
- In Column (H), the percentage is calculated using the following formula: Cell value in Column (G) / Total of Column (G)

*** Provider Agency Descriptions for Table 14**

Local Educational Agencies are public boards of education or other public authorities legally constituted within a State for either administrative control or direction of, or to perform a service function for, public elementary schools or secondary schools in a city, county, township, school district, or other political subdivision of a State.

Community-based Organizations (CBOs) are private nonprofit organizations of demonstrated effectiveness that are representative of a community or significant segment of a community.

Faith-based Organizations (FBO) are non-profit organizations associated with a faith community or multiple faith ministries.

Libraries are public state and community funded institutions that offer education and community services in addition to providing access to print, audio-visual and technology resources.

Community, Junior or Technical Colleges are public institutions of higher education that offer associate's degree and certificate programs but, with few exceptions, award no baccalaureate degrees.

Four Year Colleges or Universities are public or private non-profit institutions of higher education that primarily offer baccalaureate degree programs.

Other Institution of Higher Education is a public or private non-profit institution that is not a community, junior, or technical college or a four-year college or university.

Correctional Institutions are prisons, jails, reformatories, work farms, detention centers, or halfway houses, community-based rehabilitation centers, or any other similar institutions designed for the confinement or rehabilitation of criminal offenders.

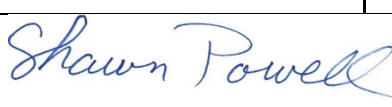
Other Institutions (Non-Correctional) are any medical or special institutions not designed for criminal offenders.

All Other Agencies include other public (Federal, State, local) agencies not listed in the categories above (e.g. Public Housing Authority).

Other categories of grantees (e.g. nonprofit institution not described above, partnership between an employer and any entity above, etc.).

EASTERN AREA WORKFORCE DEVELOPMENT BOARD

CONTRACT COVER SHEET

Contract No.	Modification No.	Expiration: June 30, 2021
<p>This Agreement is made and entered into by the Eastern Area Workforce Development Board (EAWDB), hereinafter referred to as the RECIPIENT and ENMU-Roswell hereinafter referred to as the SUBRECIPIENT/PROVIDER. The Subrecipient/provider agrees to operate a job-training program in the counties identified below in the State of New Mexico pursuant to the provisions of the Workforce Innovation and Opportunity Act (WIOA), and in accordance with the provisions of this Agreement. Subrecipient/Provider agrees to track any and all expenses related to this contract separately and will report said expenses separately on the monthly request for reimbursement.</p>		
PROVIDER SERVICE LOCATION NAME: Eastern New Mexico University-Roswell ADDRESS: 52 University Blvd. CITY/STATE: Roswell/New Mexico	PROVIDER'S POINT OF CONTACT NAME: Hilda Pacheco-Peebles PHONE: 575-624-7260 FAX: 575-624-7377 E-MAIL: Hilda.Pacheco@roswell.enmu.edu	
TYPE OF CONTRACT & PROPOSED NUMBER SERVED: TYPE: ENTREPRENEURIAL TRAINING NUMBER PROPOSED TO SERVE: <u>50</u>	TYPE OF CONTRACT: (Check 1) New Contract <input checked="" type="checkbox"/> Modification <input type="checkbox"/> Other (Specify) <input type="checkbox"/>	
County/Countries To Be Served Under This Agreement:		
AMOUNT OF CONTRACT		
Administrative:	PROGRAM: 86,300	TOTAL: 86,300
CONTRACT MODIFICATION AMOUNT (Must be accompanied by Intent Sheet and new budget pages if applicable)		
ADMINISTRATION:	PROGRAM:	TOTAL CONTRACT (inc. mod):
Date Signed by Provider: <u>8/20/2020</u>		
Name & Title of Provider: <u>Dr. Shawn Powell, President, ENMU-Roswell</u>		
Date Signed by EAWDB:	Signature of EAWDB Representative:	
Name & Title of EAWDB Representative: Judith Cooper, Chair		

Workforce Innovation and Opportunities Act

Entrepreneurial Training Project

Scope of Work

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

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

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

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

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

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

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

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

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

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

The EAWDB will:

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

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

The Title I program will:

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

GENERAL TERMS & CONDITIONS

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

LEGAL AUTHORITY

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

MODIFICATION/REVISIONS

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

TERMINATION AGREEMENT

Administrative Office: P.O. Box 2546, Roswell, NM 88202
Phone: 575-208-2157

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

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

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

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

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

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

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

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Phone: 575-208-2157

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

DISPUTES, APPEALS AND LEGAL REMEDIES

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

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

OTHER STIPULATIONS GOVERNING THIS AGREEMENT

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

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Development Board as appropriate.

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

PREVENTION OF FRAUD

AND ABUSE

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

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

CONFLICT OF INTEREST

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

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

NEPOTISM

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

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

CHILD LABOR

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

KICKBACKS

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

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

POLITICAL ACTIVITY

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

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

UNIONIZATION/ANTI-UNIONIZATION ACTIVITIES

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

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

CRIMINAL PROVISION

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

MAINTENANCE OF EFFORT

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

FEES/CHARGES TO PARTICIPANTS

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

HOLD HARMLESS PROVISION

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

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

BONDING REQUIREMENTS

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

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

INSURANCE:

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

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

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

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

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

COMPLIANCE WITH THE WIOA AND REGULATIONS

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

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REPORTING REQUIREMENTS

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

ASSIGNING INTEREST

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

SUBRECIPIENT SUBCONTRACTURAL AGREEMENTS

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

NONDISCRIMINATION

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

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

DRUG FREE WORKPLACE CERTIFICATION

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

SUBRECIPIENT ACCOMPLISHMENTS

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

INVENTIONS, PATENTS AND COPYRIGHTS

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

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FISCAL STANDARDS & MANAGEMENT
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FISCAL REPORTING

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

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

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

METHOD OF PAYMENT

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

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

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

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

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CASH MANAGEMENT

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

FINANCIAL MANAGEMENT

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

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

PURCHASE AND MAINTENANCE OF PROPERTY

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

PROGRAM INCOME

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

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

CLOSE OUT PROCEDURE

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

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

AUDITS AND INSPECTIONS

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

TRAVEL

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

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INDIRECT COSTS

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

USES OF FEDERAL FUNDS

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

PROGRAM STANDARDS

PERFORMANCE:

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

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

APPLICATION FOR ENROLLMENT

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

ELIGIBILITY DETERMINATION AND VERIFICATION REQUIREMENTS

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

PROGRAM MONITORING

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

TERMINATION OF PARTICIPANTS

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

PARTICIPANT TRACKING AND RECORD-KEEPING

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

SANCTIONS

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

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<p>PAYMENTS AND BENEFITS</p>

WORKING CONDITIONS AND BENEFITS

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

FUNDING AND OBLIGATIONS

EASTERN AREA WORKFORCE DEVELOPMENT BOARD LIABILITY

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

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

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RECAPTURE OF FUNDS

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

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ADDITIONAL PROVISIONS

PROGRAM PROGRESS REPORTS

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

OTHER TERMS & CONDITIONS

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

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

TERM OF CONTRACT

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

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MEMORANDUM OF UNDERSTANDING
BETWEEN
THE ROSWELL JOB CORPS CENTER
AND
EASTERN NEW MEXICO UNIVERSITY-ROSWELL

This document ("MOU") constitutes an agreement between Alutiiq Management Services, LLC, an Alaska limited liability company (d.b.a. Roswell Job Corps Center and herein referred to as such), and Eastern New Mexico University-Roswell, a New Mexico branch community college (herein referred to as ENMU-Roswell), is established to develop collaboration between the two parties in the areas of education, outreach, placement, and transition to college.

I. PURPOSE

The purpose of this **Memorandum of Understanding (MOU)** is to establish the framework for a collaborative partnership on mutually agreed activities in the education, outreach, placement, and transition to college.

II. OBJECTIVE

The objectives of this collaborative partnership resulting from the MOU include:

1. Development of a collaborative working relationship between **Eastern New Mexico University-Roswell, Adult Education Program** and the **Roswell Job Corps Center**.
2. Provide collaborative services that will benefit the education and advancement of students needing GED-Hi-Set or English Language assistance. Any student who has HSD or a GED/HiSet but needs remedial services will also be assisted using the combined efforts of both parties. **At no time will the services of either party supplant any services offered at the other.** Each party will use their combined resources to maximize student learning and career outcomes.
3. Provide joint professional development services twice yearly. Topics for these joint development sessions will be agreed upon by the program directors at Eastern New Mexico University-Roswell AE program and the Roswell Job Corps Center. Topics for these events will focus on improving the delivery of educational services to at-risk students.

4. Stimulation of cooperative activities that promote educational persistence and attainment.

III. Participant Responsibilities

A. ENMU-R AE agrees to:

1. Provide instruction to teach classes that will supplement Roswell Job Corps program instruction. These include but are not limited to:
 - a. ESL/ELL
 - b. Math
 - c. Reading
 - d. Social Studies
 - e. Science
 - f. Writing
 - g. Basic Computer Skills
2. Provide AE enrollment forms and assistance so student progress can be monitored.
3. Assist in the pre- and post – testing of students as needed.
4. Keep records of actual hours of ENMU-Roswell AE instruction for each Job Corps student assisted.
5. Follow the rules and guidelines required by the Roswell Job Corps Center.
6. Coordinate professional development training between both programs.
7. Cooperate to the fullest extent possible in planning.

B. Roswell Job Corps Center agrees to:

1. Provide instructors for all core courses as outlined by the Roswell Job Corps' contract with the Department of Labor
2. Provide safe and secure settings for instruction
3. Provide adequate classroom materials and supplies as needed.

The Memorandum of Understanding is intended as a broad vehicle to promote programmatic interaction in the form of joint collaboration between Eastern New Mexico University-Roswell, Adult Education Program and Roswell Job Corps Center students and personnel as well as joint development of relevant projects.

The collaboration may include the following:

1. **Joint training activities.** Training activities arising from complementary interests may be developed by the **Roswell Job Corps Center** and **Eastern New Mexico University-Roswell, Adult Education Program** and others as identified needs arise.

2. **Joint dissemination of information and outreach.** The partners will disseminate information and enhance the visibility of the work of the collaboration through mutually agreed vehicles including training activities, meetings and symposia.

IV. RESOURCE OBLIGATIONS

This **MOU** describes in general terms the basis upon which the Parties intend to cooperate in these activities. It does not create binding, enforceable obligations against any Party. All activities undertaken pursuant to the **MOU** are subject to the availability of personnel, resources, and appropriated funds.

V. OTHER AGREEMENTS OR ARRANGEMENTS

This **MOU** does not affect or supersede any existing or future agreements or arrangement among the Parties and does not affect the ability of the Parties to enter into other agreements or arrangements related to this **MOU**.

VI. NAMES AND ADDRESS OF PARTICIPANT PARTIES AND POINTS OF CONTACT

A. Hilda Pacheco-Peebles

Eastern New Mexico University-Roswell Adult Education Program
52 University Blvd.
Roswell, NM 88203

B. David Lawrence

Roswell Job Corps Center
57 G Street
Roswell, NM 88203

VII. DURATION OF MOU

This **MOU** shall not be altered, changed or amended except by an instrument, in writing, executed and approved by both parties. It shall become effective upon the signature of all the Parties and will continue in effect for one year. It may be extended by mutual written agreement of the Parties in writing. It may be modified by mutual consent or terminated by either Party upon a 30-day advance notice to the other Party.

VIII. INDEMNIFICATION

Each party shall indemnify, defend, and hold harmless the other party from and against all claims, liabilities, damages, suites, losses, penalties, fines, fees, costs and expenses. Of any nature whatever, including but not limited to attorney's fees, arising out of this agreement in

proportion to and to the extent such injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party or indemnifying party's officers or employees. This provision does not apply if both parties are, or are alleged by the claimant to be independently responsible.

No Waiver:

No waiver by either party of any breach of this MOU will constitute a waiver of any subsequent or other breach. No failure of either party to exercise any right granted under this MOU will constitute a waiver of such right.

Severability:

If any provision of this MOU is held to be invalid or unenforceable by a court of competent jurisdiction, such provision will be deemed amended to the minimum extent necessary to render it valid and enforceable, or if such amendment is not possible, deleted, and in either case the remainder of this MOU will not be affected.

Governing Law:

This MOU will be interpreted and enforced under New Mexico law, without regard to its choice of law principles. Any legal proceeding commenced to interpret or enforce this MOU will be maintained in the state or federal courts situated in Chaves County, New Mexico, to the personal jurisdiction and exclusive venue of which the parties hereby consent.

Miscellaneous:

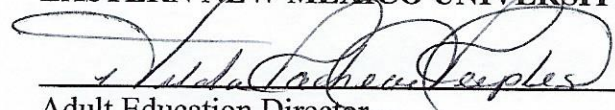
This MOU: (i) constitutes the entire agreement of the parties with respect to its subject matter; (ii) may be modified only by a writing signed by both of the parties; (iii) may not be assigned without the prior written consent of the non-assembling party; (iv) benefits and binds the parties and their successors and permitted assigns; and (v) may be signed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement, and a signed copy of this MOU delivered by facsimile, e-mail or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy of this MOU.

IX. REGULATIONS

This **MOU** and all associated agreements will be subject to the applicable federal and state laws and regulations.

IN WITNESS WHEREOF, the patties, through their authorized agents, have executed this MOU as noted below:

EASTERN NEW MEXICO UNIVERSITY-ROSWELL



Adult Education Director

Date: 4-21-20

ROSWELL JOB CORPS CENTER

Center Director

Date: _____

New Mexico Workforce Connection

A Proud Partner of the American Job Center Network

EASTERN AREA WORKFORCE DEVELOPMENT BOARD

MEMORANDUM OF UNDERSTANDING

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

LEGAL AUTHORITY

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

PURPOSE

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

VISION

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

MISSION

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

ONE STOP PARTNERS AND SERVICES PROVIDED

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

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

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

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

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

CORE PARTNERS

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

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

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

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

EASTERN AREA WORKFORCE CONNECTION CENTER SERVICES AND LOCATIONS

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

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

CONFIDENTIALITY OF RECORDS

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

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

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

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

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

DATA SHARING

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

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

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

REFERRALS

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

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

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

EMPLOYMENT AND OTHER RELATED BENEFITS

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

GOVERNING LAW

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

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

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

AMENDMENTS; WITHDRAWAL; TERMINATION; SUBSTITUTION

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

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

MODIFICATION PROCESS

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

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

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

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

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

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

ASSIGNMENT

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

SEVERABILITY

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

CONFLICTS OF INTEREST

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

DISPUTE RESOLUTION

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

MOU RECORDKEEPING AND ADMINISTRATIVE TASKS

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

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

FINANCIAL OBLIGATIONS

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

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

PERIODIC REVIEW

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

ONE STOP OPERATOR

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

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

KEY TASKS AND RESPONSIBILITIES OF THE OPERATOR

Partner Collaboration and Coordination

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

One-stop Operations

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

Cross Training and Professional Development

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

Outreach and Promotion

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

Data Analytics

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

Compliance and Certification

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

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

SITE MANAGERS

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

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

GOVERNANCE

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

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

NMWCC ROLES AND RESPONSIBILITIES

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

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

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

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

Job Seeker Services		
<u>Basic Career Services</u>	<u>Individualized Career Services</u>	<u>Training</u>
Outreach, intake and orientation to the information, services, programs, tools and resources available through the Local workforce system	Comprehensive and specialized assessments of skills levels and service needs	Occupational skills training through Individual Training Accounts (ITAs)
Initial assessments of skill level(s), aptitudes, abilities and supportive service needs	Development of an individual employability development plan to identify employment goals, appropriate achievement objectives, and appropriate combination of services for the customer to achieve the employment goals	Adult education and literacy activities, including English language acquisition (ELA), provided in combination with the training services described above
Job search and placement assistance (including provision of information on in-demand industry sectors and occupations and non-traditional employment	Referral to training services	On-the-Job Training (OJT)
Access to employment opportunity and labor market information	Group counseling	Incumbent Worker Training
Performance information and program costs for eligible providers of training, education, and workforce services	Literacy activities related to work readiness	Programs that combine workplace training with related instruction which may include cooperative education
Information on performance of the Local workforce system	Individual counseling and career planning	Training programs operated by the public and private sector
Information on the availability of supportive services and referral to such, as appropriate	Case management for customers seeking training services; individual in and out of area job search, referral, and	Skill upgrading and retraining

	placement assistance	
Information for Unemployment Insurance claim filing	Work experience, transitional jobs, registered apprenticeships, and internships	Entrepreneurial training
Determination of potential eligibility for workforce Partner services, programs, and referral(s)	Workforce preparation services (e.g., development of learning skills, punctuality, communication skills, interviewing skills, personal maintenance, literacy skills, financial literacy skills, and professional conduct) to prepare individuals for unsubsidized employment or training	Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training
Information and assistance in applying for financial aid for training and education programs not provided under WIOA		Other training services as determined by the workforce partner's governing rules
		Post-employment follow-up services and support

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

PARTNER ROLES AND RESPONSIBILITIES

All parties to this MOU agree to comply with:

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

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

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

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

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

CHIEF ELECTED OFFICIALS

The CEOs of the eastern area will:

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

EASTERN AREA WORKFORCE DEVELOPMENT BOARD

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

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

Operator.

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

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

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

TERMINATION

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

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

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

EFFECTIVE PERIOD

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

AUTHORIZATION

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

PARTNER SERVICES EXHIBITS

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

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

EXHIBIT B – TRADE ADJUSTMENT ASSISTANCE ACTIVITIES

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

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

EXHIBIT C – RAPID RESPONSE ACTIVITIES

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

EXHIBIT D – UNEMPLOYMENT COMPENSATION PROGRAM

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

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

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

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

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

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

EXHIBIT F – VOCATIONAL REHABILITATION SERVICES

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

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

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

EXHIBIT G – ADULT EDUCATION AND LITERACY

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

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

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

EXHIBIT H – SENIOR COMMUNITY SERVICE EMPLOYMENT PROGRAM (SCSEP)

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

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

EXHIBIT I – TEMPORARY ASSISTANCE TO NEEDY FAMILIES (TANF)

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

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

EXHIBIT J – CARL PERKINS CAREER AND TECHNICAL EDUCATION PROGRAM

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

EXHIBIT K – JOB CORPS

ROSWELL JOB CORPS CENTER (CENTER)

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

WITNESSETH:

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

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

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

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

NOW THEREFORE, the partnership between the Center and EAWDB:

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

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

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

EXHIBIT L -MESCALERO APACHE RESERVATION

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

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

Judith Cooper, Chair
EAWDB

Date

Bill McCamley, Secretary
Secretary, NM DWS

Date

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

Date

Dr. Charles Nwankwo, President
Clovis Community College

Date

New Mexico Corrections Dept.

Date

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

Date

Lana Kite, Center Director
Roswell Job Corps Center

Date

Adrian Apodaca, Deputy Director
NM Division of Vocational Rehabilitation

Date

Mary Best, CEO
Goodwill Industries of NM

Date

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

Date

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

Date

Ms. Natalie Gillard, Interim President
Mesalands Community College

Date

Amanda Hammer, VP of Business & Auxiliary
Mesalands Community College

Date

David R. Scrase, Secretary
Human Services Department

Date

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

Date

Angelita Burma
Mescalero Apache Reservation

Date

Mayor Marilyn Burns
EAWDB Lead CEO

Date