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New Mexico
Workforce Connection

A Proud Partner of the American Job Center Network

Memorandum of Understanding
Between
Southwestern Area
Workforce Development Board
and
American Job Center Partners

Southwestern Area Workforce Development Board

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**Memorandum of Understanding
Between
Southwestern Area Workforce Development Board
And
American Job Center One-Stop Partners**

LEGAL AUTHORITY

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

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

PURPOSE

The primary purpose of this Memorandum of Understanding (MOU) is to create a partnership between the Southwestern Area Workforce Development Board, hereinafter referred to as, "Board", and the American Job Center Partners, hereinafter referred to as, "Partners", within the counties of Catron, Dona Ana, Grant, Hidalgo, Luna, Sierra, and Socorro, New Mexico.

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

This MOU does not contain the Infrastructure Funding Agreement (IFA) as required under the Workforce Innovation and Opportunity Act. The IFA is a separate agreement and developed subsequent to this MOU.

VISION

To develop and maintain a network of Regional and Community Partners that prepares our customers for the global workplace by providing them the Information, Resources and Trainings necessary to acquire career advancement based on the needs of local businesses,

with an emphasis on economic and employment driven goals. The Workforce Connection programs and services will cater to the unique regional employment needs allowing for more effective distribution of federally funded training and service programs and assisting local employers by cultivating a highly skilled workforce.

MISSION

To provide a skilled workforce for our business partners and job opportunities for customers seeking employment.

WORKFORCE SYSTEM STRUCTURE

Within the Region, there is one WIOA comprehensive One-Stop in Las Cruces, five affiliate centers in Deming, Silver City, Socorro, Truth or Consequences, and Sunland Park and an office in the Alamo Navajo Reservation. The centers and offices were established under the Workforce Investment Act of 1998 and continued to be funding through the reauthorization of the Workforce Innovation and Opportunity Act. All centers offer WIOA Adult, Dislocated Worker, Wagner-Peyser Employment and Youth Services, and provide staff assisted and self-directed services, as well as access to Unemployment Services via the telephone or through the resource center facilities. Resources available at each One-Stop include but are not limited to: computers with internet access and the New Mexico Job Service System, fax and copy machines, online job search and career exploration resources, online filing for Unemployment Insurance benefits, labor market information and literature pertaining to careers, job search and training. Staff assisted career services are available to customers who require staff assistance to include job referral, job development, workshops, resume review, and other reemployment services support.

EMPLOYMENT SERVICES, TRAINING SERVICES

Office hours for all American Job Centers are Monday through Friday 8:00 AM to 5:00 PM. Alternative hours may be established with the written approval of the co-located partners listed in this memorandum of understanding.

American Job Center Locations

Workforce Centers/Office	Address	Phone
Alamo Navajo Reservation	Alamo Navajo School Board Highway 169, Mile Mark 26 Alamo, NM 87825	(575) 854-2543 ext 1403
Deming	322 East Oak Street Deming, NM 88030	(575) 546-0192
Las Cruces	226 South Alameda Boulevard Las Cruces, NM 88005	(575) 524-6250
Silver City	420 West Broadway Street Silver City, NM 88062	(575) 538-3737
Socorro	109 Faulkner Road Socorro, NM 87801	(575) 835-0067
Sunland Park	1500 Appaloosa Drive, Suite A-160 Sunland Park, NM 88063	(575) 618-1249
Truth or Consequences	601 Sunset Street Truth or Consequences, NM 87901	(575) 894-1263

One-Stop Operator

The Board selected the one-stop operator, Equus Workforce Solutions, through a competitive process in accordance with the Uniform Guidance, WIOA and its implementing regulations, and state procurement laws and regulations. All documentation for the competitive one-stop operator procurement and selection process may be accessed through the Board's Administrative Entity. The State requires that the one-stop operator services be selected competitively at least every three years. Functional details are outlined in the Roles and Responsibilities of Partners section of this MOU, under One-Stop Operator.

Workforce Partners

Partner Program	Partner Organization	Authorization / Category	Signatory Official	Contact Information
Co-Located Partners				
Wagner-Peyser Employment Services	NM Dept. of Workforce Solutions	Wagner-Peyser Employment Services (ES) program, authorized under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), as amended by title III of WIOA, also providing the state's public labor exchange	Cabinet Secretary Sarita Nair	401 Broadway NE Albuquerque, NM 87102 505-841-8405 Sarita.Nair@state.nm.us
Jobs for Veterans State Grants	NM Dept. of Workforce Solutions	Jobs for Veterans State Grants (JVSG), authorized under chapter 41 of title 38, U.S.C.	Cabinet Secretary Sarita Nair	401 Broadway NE Albuquerque, NM 87102 505-841-8405 Sarita.Nair@state.nm.us
Trade Adjustment Assistance	NM Dept. of Workforce Solutions	Trade Adjustment Assistance (TAA), authorized under chapter 2 of title II of the Trade Act of 1974 (19 U.S.C. 2271 et seq.)	Cabinet Secretary Sarita Nair	401 Broadway NE Albuquerque, NM 87102 505-841-8405 Sarita.Nair@state.nm.us
Unemployment Insurance Reemployment Services and Eligibility Assessment	NM Dept. of Workforce Solutions	Budget Control Act, 2016, WIOA Act of 2014, Unemployment Insurance Program Letter 19-15	Cabinet Secretary Sarita Nair	401 Broadway NE Albuquerque, NM 87102 505-841-8405 Sarita.Nair@state.nm.us

Access by Computer and Telephone				
WIOA Adult and Dislocated Worker Programs	Equus Workforce Services	WIOA Title I Adult and Dislocated Worker WIOA Act of 2014	Marcos Pena, Project Director	505 S Main St. Ste. 134 Las Cruces, NM 88005
WIOA Youth Program	Equus Workforce Solutions	WIOA Title I Youth Program WIOA Act of 2014	Marcos Pena, Project Director	<u>505 S Main St. Ste. 134 Las Cruces, NM 88005</u>
Adult Basic Education	Adult Education ABE	WIOA Title II Adult Education and Family Literacy Act (AEFLA) Program	Fred Owensby, Executive Director	Doña Ana Community College 2345 E. Nevada Ave. Las Cruces, NM 88001 W:575-527-7543 C:575-640-9467 fowensby@nmsu.edu
Adult Basic Education	Adult Education ABE	WIOA Title II Adult Education and Family Literacy Act (AEFLA) Program	Debbie Maldonado, Director	Western New Mexico University P.O. Box 680 Silver City, NM 88062 575-574-5114 main office 575-574-5101 aes@wnmu.edu
NM Department of Vocational Rehabilitation Services	NM Department of Vocational Rehabilitation Services	State Vocational Rehabilitation (VR) program, authorized under title I of the Rehabilitation Act of 1973 (29 U.S.C.720 et seq.), as amended by title IV of WIOA	Casey Stone-Romero, Director	2935 Rodeo Park Drive East Santa Fe, NM 87505 505-954-8500 Fax 505-207-2307
Job Corps	Job Corps	Job Corps, WIOA Title I, Subtitle C	Samuel Kolapo, Center Director	1500 Indian School Rd. NW Albuquerque, NM 87104 505-222-4100

Non-Co-located Partners				
Alamo Navajo Reservation	Alamo Navajo School Board	WIOA Title I Youth	Marlene Herrera, Community Services Director	Alamo Navajo Schools P.O. Box 907 Magdalena, NM 87825 Alamo Navajo School Board, Inc. C/O Division of Community Services W- 575-854-2609 ext 1403 C- (575) 517-7640 marleneh@ansbi.org
Temporary Assistance for Needy Families (TANF)	NM Human Services Department	Temporary Assistance for Needy Families (TANF), authorized under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.) ³	Secretary David R. Scrase, M.D.	Office of the Secretary Human Services Department P.O. Box 2348 Santa Fe, NM 87504 505-827-7750
Senior Community Service Employment Program Set-Aside Grantees	NICOA, National Indian Council on Aging	Senior Community Service Employment Program Set-Aside Grantees	Larry Curley Executive Director lcurley@nicoa.org	8500 Menaul Blvd NE, Suite B 470 Albuquerque, NM 87112 505-292-2001
Senior Community Service Employment Program SCSEP	NM Goodwill	Senior Community Service Employment Program (SCSEP), authorized under title V of the Older Americans Act of 1965 (42 U.S.C. 3056 seq.)	President/C EO Sessa Lee Program Director	5000 San Mateo Blvd. NE Albuquerque, NM 87109 505-881-6401
National Farmworker Jobs Program Employment and Training Grants	MET, Inc.	National Farmworker Job Program (NFJP) WIOA Sec. 167	Cynthia Verdeja Director of Employment and Training Programs	PO Box 1838 New Caney, Texas 77357 281-689-5544 verdeja@metinc.org

Adult Basic Education	Adult Basic Education ABE	WIOA title II Adult Education and Family Literacy Act (AEFLA) Program	Tina Hite	UNM Valencia 280 La Entrada Los Lunas, NM 87031 505-925-8920 tinan@unm.edu
Community College	Public Education Department Carl's Perkins Act	Career and technical education (CTE) programs at the postsecondary level, authorized under the Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2301 et seq.)	Fred Owensby, Executive Director	Doña Ana Community College 2345 E. Nevada Ave. Las Cruces, NM 88001 W:575-527-7543 C:575-640-9467 fowensby@nmsu.edu
Community Services Block Grant Act (CSBG)	New Mexico Department of Human Services	Employment and training activities carried out under the Community Services Block Grant Act (CSBG) (42 U.S.C. 9901 et seq.)	Secretary David R. Scrase, M.D.	Office of the Secretary P.O. Box 2348 Santa Fe, NM 87504 505-827-7750
Department of Probation, Parole, and Pardon Services	Department of Probation, Parole, and Pardon Services	Reentry Employment Opportunities (REO), programs authorized under sec. 212 of the Second Chance Act of 2007 (42 U.S.C 17532) and WIOA sec. 169	Morgen Jaco Reentry Director	4337 State Road 14 Santa Fe, NM 87502 (505) 252-2074 morgen.jaco@state.nm.us

American Job Center Partner Services

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

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

Job Seeker Services		
Basic Career Services	Individualized Career Services	Training
Outreach, intake and orientation to the information, services, programs, tools and resources available through the Local workforce system	Comprehensive and specialized assessments of skills levels and service needs	Occupational skills training through Individual Training Accounts (ITAs)
Initial assessments of skill level(s), aptitudes, abilities and supportive service needs	Development of an individual employability development plan to identify employment goals, appropriate achievement objectives, and appropriate combination of services for the customer to achieve the employment goals	Adult education and literacy activities, including English language acquisition (ELA), provided in combination with the training services described above
Job search and placement assistance (including provision of information on in-demand industry sectors and occupations and non-traditional employment	Referral to training services	On-the-Job Training (OJT)
Access to employment opportunity and labor market information	Group career counseling	Incumbent Worker Training
Performance information and program costs for eligible providers of training, education, and workforce services	Literacy activities related to work readiness	Programs that combine workplace training with related instruction which may include cooperative education
Information on performance of the local workforce system	Individual counseling and career planning	Training programs operated by the public and private sector
Information on the availability of supportive services and referral to such, as appropriate	Case management for customers seeking training services; individual in and out of area job search, referral, and placement assistance	Skill upgrading and retraining
Information for Unemployment Insurance claim filing	Work experience, transitional jobs, registered apprenticeships, and internships	Entrepreneurial training
Determination of potential eligibility for workforce Partner services, programs, and referral(s)	Workforce preparation services (e.g., development of learning skills, punctuality, communication skills, interviewing skills, personal	Customized training conducted with a commitment by an employer or group of

	maintenance, literacy skills, financial literacy skills, and professional conduct) to prepare individuals for unsubsidized employment or training	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
Follow up services		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	Activities that help youth prepare for and transition to postsecondary education and training

local area, such as career awareness, career counseling, and career exploration services	
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Roles Responsibilities of the Partners

All Parties to this agreement shall comply with:

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

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

Additionally, all Parties shall:

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

Chief Elected Official (CEO)

The CEO'S for the Southwestern Region will:

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

Local Workforce Board

The Board ensures the workforce-related needs of employers, workers, and job seekers in the area are met, to the maximum extent possible with available resources. The Board will:

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

One-Stop Operator

The one stop operator (Operator) is part of a fully coordinated and integrated workforce development system. The Southwestern Area Workforce Development Board (SAWDB) coordinates with community-based organizations, social service agencies, education and training providers that offer services to a diverse population pursuing training and employment opportunities. The SAWDB works with a network of career services providers that will mutually support the needs of customers, while leveraging resources and reducing duplication of services in the area.

The Operator will support the one stop workforce partners who serve all persons requesting assistance, including recipients of public assistance, other low-income individuals, veterans, individuals who are basic skills-deficient and individuals with disabilities. The Operator will create, collect, and maintain records relating to One-Stop Center operations and disseminate the information to workforce partners to assist them with achieving their service provision goals and activities.

The Operator will coordinate the one-stop partners and service delivery to ensure high-quality career services in the Southwestern area of New Mexico that meet the following priorities in three functional areas: (1) commitment to excellent customer service (2) innovation and effective service design, and (3) the ability to operate with integrated management systems and high-quality staffing, (4) provide effective leadership and cohesiveness in management

The One Stop Operator will assign office and cubical spaces for co-located partners in accordance with the Southwestern Area Guidance Letter 17-1.

A. Excellent Customer Service

The Operator will:

- 1) Coordinate with the One-Stop Partners to establish customer-friendly employment services for job seekers, employers, and youth in the workforce centers.
- 2) Coordinate with the One-Stop Partners to establish an effective intake process for determining WIOA eligibility and triage for leveraging additional system supports.
- 3) Ensure physical and programmatic accessibility for individuals with disabilities in accordance with the Americans with Disability Act in all centers;
- 4) Establish effective partnerships to build on strategies to provide higher intensity career services for WIOA-eligible job seekers and businesses with programs and agencies that also share a mission to serve those with significant barriers to employment, including but not limited to; Temporary Assistance for Needy Families (TANF), which services low-income individuals, Adult Basic Education (ABE), which serves individuals with basic skills deficiency and English language challenges, Department of Vocational Rehab (DVR), which serves individuals with disabilities, Wagner Peyser, Senior Community Service

Employment Program (SCSEP), Job Corps, postsecondary career and technical programs, and veterans programs.

- 5) Integrate customer services, intake/referral and follow up services with other federally funded state agencies (vocational rehabilitation, DVR, Adult Education and Literacy).
- 6) Coordinate with the One-Stop Partners to ensure an effective shared intake and assessment processes to identify the education/training, employment, social/emotional, financial, and skill needs of job seekers and youth in order to focus on matching service delivery to one-stop services available through SAWDB.
- 7) Coordinate with the SAWDB and the One-Stop partners to establish universal access through multiple entry points, using a more flexible system for delivery of services that leverages strategic partnerships and technology to enhance capacity.
- 8) Share workforce development information, training, tools and resources with all One-Stop Partners to ensure consistent and meaningful customer service and case management activities for job-seekers, youth, and businesses.
- 9) Coordinate with the One-Stop Partners to develop and implement a coordinated business outreach strategy that: aligns with longer term regional workforce development priorities, responds well to the specific demands of the employers in the local labor market, and aligns with the immediate and future assets of job seekers and youth.

B. Innovation and Effective Service Design

The Operator will:

- 1) Design programs and processes to better meet the needs of employers, youth, and job seekers; support career pathway development; and address regional workforce challenges.
- 2) Create a culture of innovation among all One-Stop Partners that moves service beyond the transactional labor exchange approach to an approach that is collaborative, coordinated, and inclusive of all services available through the one-stop system.
- 3) Strengthen partnerships with post-secondary career and technical programs to facilitate skill development and career progression.
- 4) Promote the One-Stop Center(s), its services and partners throughout the local community and ensure accessibility through virtual and center-based services, non-traditional hours of operation, and collaboration with community partners including housing developments, health centers, and social service providers.
- 5) Provide online resources (workshop materials, assessment tools, etc.) to certain One-Stop Center Access Points to ensure quality of service throughout the system and reduce duplication of efforts.

C. Integrated Management Systems

The Operator will:

- 1) Manage data for reporting and analyzing data for decision-making, both internally and in collaboration with other agencies/partners.
- 2) Report performance measures such as entered employment, job quality (wages and benefits), retention rates, skill gain, and competency development, as well as job seeker, youth, and employer satisfaction.
- 3) Provide staff and partnership development of specific industry sectors and continuous professional development to ensure that staff remain current in industry qualifications, certifications, and expectations.
- 4) Develop meaningful partnerships that provide individuals with the range of services available in their local area, whether they are looking for jobs, basic education or occupational skills, a post-secondary credential, career navigation, or are businesses seeking skilled workers.

D. Leadership

- 1) The Operator will work with One-Stop Partners to maintain staff morale at the workforce centers;
- 2) Minimize or eliminate potential silos that may occur at the workforce centers;
- 3) Establish and maintain strong cooperative partnerships with co-located and non-co-located One-Stop Partners;
- 4) Lead and facilitate cross-training with One-Stop Partners to ensure training in intake, initial assessment, and information about services available through the One-Stop System

E. Management Approach

- 1) Provide an effective approach to manage one-stop operations;
- 2) Define organization's management structure including reporting levels and lines of authority, including reporting levels and lines of authority;
- 3) In coordination with the site manager, create a process for addressing center grievances, both external and internal.
- 4) Develop staff cross-training development plans with the One-Stop Partners on intake, initial assessment, and information about services available through the One-Stop System
- 5) Facilitate the scheduling of hiring and job fair events with the One-Stop Partners.

F. Continuous Improvement

- 1) Implement, maintain, and measure customer satisfaction for employers, job seekers, and youth;
- 2) Coordinate and facilitate One-Stop Partner meetings as part of the continuous improvement process.

G. Communication

- 1) Develop a communications system for sharing information with the One-Stop Partners, both co-located and non-co-located;
- 2) Establish frequent management meetings with the One-Stop Partners;
- 3) Prepare and facilitate workforce partner meetings as part of the continuous improvement process.

American Job Center Partners

Each Partner commits to cross-training of staff, as appropriate, and to providing other professional learning opportunities that promote continuous quality improvement.

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

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

Data Sharing

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

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

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

- Customer PII will be properly secured in accordance with the Local WDB's policies and procedures regarding the safeguarding of PII;
- The collection, use, and disclosure of customer education records, and the PII contained therein, as defined under FERPA, shall comply with FERPA and applicable State privacy laws;

- All confidential data contained in UI wage records must be protected in accordance with the requirements set forth in 20 CFR part 603;
- All personal information contained in Vocational Rehabilitation records must be protected in accordance with the requirements set forth in 34 CFR 361.38;
- Customer data may be shared with other programs, for those programs' purposes, within the Board's American Job Center network only after the informed written consent of the individual has been obtained, where required;
- Customer data will be kept confidential, consistent with Federal and State privacy laws and regulations; and.
- All data exchange activity will be conducted in machine readable format, such as HTML or PDF, for example, and in compliance with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794 (d)).

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

Confidentiality

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

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

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

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

requirements in 20 CFR Part 603, including but not limited to requirements for an agreement consistent with 20 CFR 603.10, payments of costs, and permissible disclosures.

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

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

Referrals

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

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

Accessibility

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

Physical Accessibility

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

Virtual Accessibility

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

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

Communication Accessibility

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

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

Programmatic Accessibility

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

these issues. All Partners will cooperate with compliance monitoring that is conducted at the local level to ensure that all Board's American Job Center programs, services, technology, and materials are physically and programmatically accessible and available to all. Additionally, staff members will be trained to provide services to all, regardless of range of abilities, mobility, age, language, learning style, or comprehension or education level.

Outreach

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

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

Dispute Resolution

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

- All Parties are advised to actively participate in local negotiations in a good faith effort to reach an agreement. Any disputes shall first be attempted to be resolved informally;
- Should informal resolution efforts fail, the dispute will be managed in accordance with **NMAC 11.2.21**, Workforce Innovation and Opportunity Act Grievance and Complaint Resolution Procedures.

Monitoring

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

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

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

Non-Discrimination and Equal Opportunity

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

The Parties specifically agree that they will comply with Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule December 2, 2016), the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), the Non-traditional Employment for Women Act of 1991, titles VI and VII of the Civil Rights of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1967, as amended, title IX of the Education Amendments of 1972, as amended, and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR Part 37 and 38.

Indemnification

All Parties to this MOU recognize the Partnership consists of various levels of government, not-for-profit, and for-profit entities. Each party to this agreement shall be responsible for injury to persons or damage to property resulting from negligence on the part of itself, its employees, its agents, or its officers. No Partner assumes any responsibility for any other party, State or non-State, for the consequences of any act or omission of any third party.

The Parties acknowledge the Board and the one-stop operator have no responsibility and/or liability for any actions of the one-stop center employees, agents, and/or assignees. Likewise, the Parties have no responsibility and/or liability for any actions of the Board or the one-stop operator.

Severability

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

Drug and Alcohol-Free Workplace

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

Certification Regarding Lobbying

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

Debarment and Suspension

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

Priority of Service

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

Buy American Provision

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

Salary Compensation and Bonus Limitations

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

Non-Assignment

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

Governing Law

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

Steps to Reach Consensus

- (1) Notification of Partners
 - (a) The Administrative Entity must notify all Parties in writing that it is necessary to renew and execute the MOU and provide all applicable policies and preceding MOU documents, as applicable.
- (2) Kickoff Meeting
 - (a) The Administrative Entity is responsible for convening all required and optional American Job Center Partners to formally kick-off negotiations, and to ensure that, at a minimum, all American Job Center Partners from all counties within the Central Area are appropriately represented. The kickoff meeting should take place no later than within four (4) weeks of notification as it must be hosted in a timely manner to allow for all steps to be conducted in good faith and in an open and transparent environment.

- (b) At the kickoff meeting, the Administrative Entity must provide a detailed review of all relevant documents, facts, and information and ensure all Parties have sufficient time to ask questions or voice concerns and are fully aware of expectations and the overall process.
- (3) Negotiations
 - (a) Over the course of the four (4) weeks following the formal kickoff meeting, Partners must submit all relevant documents to the Administrative Entity to begin the drafting of the MOU. During this time period, additional formal or informal meetings (informational and negotiation sessions) may take place, so long as they are conducted in an open and transparent manner, with pertinent information provided to all Parties.
- (4) Draft MOU
 - (a) The Administrative Entity must email a complete draft of the MOU to all Parties once all Partners have reviewed and agree to the MOU.
- (5) Review and Comment
 - (a) Within three (3) weeks of receipt of the draft MOU, all Parties must review and return feedback to the Administrative Entity. It is advised that each Party also use this time to allow their respective Legal Departments to review the MOU for legal sufficiency. It is the responsibility of the Administrative Entity to ensure all American Job Center Partners to the MOU are aware of the comments and revisions that are needed.
- (6) Finalized Draft
 - (a) The Administrative Entity must circulate the finalized MOU and secure Partner signatures within four (4) weeks of receipt of feedback. The WIOA MOU will be considered fully executed once all signatories have reviewed and signed, and a signed copy has been returned to all Parties.
- (7) Signature
 - (a) If determined that a Partner is unwilling to sign the MOU, then the Administrative Entity must ensure that the dispute resolution process is followed.

MOU Modification Process

- (1) Notification
- (2) 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).
- (3) Discussion/Negotiation

- (4) Upon notification, the Administrative Entity must ensure that discussions and negotiations related to the proposed modification take place with Partners in a timely manner and as appropriate.
- (5) Depending upon the type of modification, this can be accomplished through email communications of all the Parties. If the proposed modification is extensive and is met with opposition, the Administrative Entity may call a meeting of the Parties to resolve the issue. Upon agreement of all Parties, a modification will be processed.
- (6) 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, wherein the new party assumes all of the rights and obligations of the original party. Upon execution, the Administrative Entity presents the agreement as a proposed modification to the MOU, and the remaining steps are followed.
- (7) If determined that a Partner is unwilling to agree to the MOU modification, the Administrative Entity must ensure that the process in the Dispute Resolution section is followed.
- (8) The Administrative Entity must immediately circulate the MOU modification and secure Partner signatures within four (4) weeks. The modified MOU will be considered fully executed once all signatories have reviewed and signed.

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

Termination

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

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

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

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

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

Effective Period

This MOU will become effective as of the date of signing by the final signatory below and must terminate on June 30, 2024, unless any of the reasons in the Termination section above apply.

INFRASTRUCTURE FUNDING AGREEMENT

As required under the Workforce Innovation and Opportunity Act, local boards and partners are required to create an Infrastructure Funding Agreement (IFA). This section of the MOU only recognizes that an IFA is required for workforce system and is a separate agreement from this MOU.

The purpose the IFA is to establish a financial plan, including terms and conditions, to fund the services and operating costs of the Board's American Job Center network. The Parties

to this MOU agree that joint funding is a necessary foundation for an integrated service delivery system. The goal of the operating budget is to develop a funding mechanism that:

- Establishes and maintains the Local workforce delivery system at a level that meets the needs of the job seekers and businesses in the local area;
- Reduces duplication and maximizes program impact through the sharing of services, resources, and technologies among Partners (thereby improving each program's effectiveness);
- Reduces overhead costs for any one partner by streamlining and sharing financial, procurement, and facility costs; and
- Ensures that costs are appropriately shared by Board's American Job Center Partners by determining contributions based on the proportionate use of the one-stop centers and relative benefits received. This requires that all funds are spent solely for allowable purposes in a manner consistent with the applicable authorizing statutes and all other applicable legal requirements, including the Uniform Guidance.
- The Partners consider this one-stop operating budget the master budget that is necessary to maintain the Board's American Job Center network. It includes the following cost categories, as required by WIOA and its implementing regulations:
 - Infrastructure costs (also separately outlined in the Infrastructure Funding Agreement (IFA),
 - Career services, and
 - Shared services.

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

The IFA will be negotiated and finalized with the current Resource Sharing Agreement (RSA) remain in effect until then.

This document was approved by the Southwestern Area Workforce Development Board on August 25, 2022.



SAWDB Board Chair

AUTHORITY AND COUNTERPART SIGNATURE PAGE
for
Memorandum of Understanding
Between
Southwestern Area Workforce Development Board
And
American Job Center Partners

By signing my name below, I, _____, certify that I have read the information and understand the terms contained in the Memorandum of Understanding (MOU) on behalf of my entity,

_____.

I also certify that I have the legal authority to bind my agency (outlined below) to the terms of MOU; and understand that the current Resource Sharing Agreement (RSA) will remain in effect until the Infrastructure Funding Agreement (IFA) negotiations with each required WIOA partner are complete.

I understand that this MOU may be executed in counterparts, each being considered an original, and that this MOU expires either by providing written notice by any party to the MOU or on June 30, 2024.

Signature

Date

Printed Name and Title

Agency Name

Agency Contact Information

Southwestern Area Workforce Development Area
PO Box 1072, Elephant Butte, NM 87935 | www.employnm.com | (575) 744-4857

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