

Joint Meeting
of the
Region IV, Chief Elected Officials
and the
Southwestern Area Workforce Development Board

Joint Meeting Agenda

Grant County Veterans Memorial Business & Conference Center

3031 Highway 180 East
Silver City, NM 88062

To join the meeting by phone, dial (346) 248-7799, then enter Meeting ID: 834 2320 8544

To join the meeting online via Zoom, go to: <https://us02web.zoom.us/j/83423208544>

Thursday, September 17, 2026, at 1:00 p.m. (MDT)

*Commissioner Chris Ponce – CEO Chair
Ms. Jacqueline Fryar – SAWDB Chair*

I. Call to Order

II. Pledge of Allegiance

III. Roll Call and Abstentions

- a) Southwestern Area Workforce Development Board (SAWDB) If necessary, Chair's approval for members to participate in the meeting virtually
- b) Chief Elected Officials (CEO) If necessary, Chair's approval for members to participate in the meeting virtually

IV. *Public Comment (3-Minute Limit)

V. Approval of Agenda

VI. Consent Agenda Items

a) Southwestern Area Workforce Development Board Consent Agenda Items

- i. Approval of June 25, 2026, Meeting minutes. **pg. 8**
- ii. **SAWDB Resolution 26 – 01** ratifies the Executive Committee's action to approve a lease agreement between the Southwestern Area Workforce Development Board and Loretto Towne Centre in Las Cruces for temporary space during the renovation of America's Job Center **pg. 16**
- iii. **SAWDB Resolution 26 – 02** authorizes the administrative entity to issue a Request for Proposals for WIOA Adult and Dislocated Worker Services. **pg. 25**
- iv. **SAWDB Resolution 26 – 03** authorizes the administrative entity to issue a Request for Proposals for WIOA One-Stop Operator Services. **pg. 26**
- v. **SAWDB Resolution 26 – 04** designates Southwestern Area Workforce Development Board bank account signatories. **pg. 27**

b) Chief Elected Officials Consent Agenda Items

- i. Approval of June 5, 2026, Meeting minutes. **pg. 29**

- ii. **CEO Resolution 26 – 01** concurs with the Southwestern Area Workforce Development Board to approve a one-year subscription for Engage by Cell's text messaging platform and mobile web app. **pg. 33**
- iii. **CEO Resolution 26 – 02** concurs with the Southwestern Area Workforce Development Board to approve the PY26 Budget for the period of July 1, 2026, through June 30, 2027. **pg. 35**
- iv. **CEO Resolution 26 – 03** concurs with the Southwestern Area Workforce Development Board to approve a lease agreement between the Southwestern Area Workforce Development Board and Tresco, Inc. in Truth or Consequences. **pg. 36**
- v. **CEO Resolution 26 – 04** concurs with the Southwestern Area Workforce Development Board to approve a lease agreement between the Southwestern Area Workforce Development Board and 70 South Investments in Sunland Park. **pg. 46**
- vi. **CEO Resolution 26 – 05** approves Proclamation for National Disability Employment Awareness Month, October 2026 **pg. 47**

VII. SAWDB Action Items

- a) **SAWDB Resolution 26 – 05** Budget Amendment.
- b) **SAWDB Resolution 26 – 06** approving amendment to the PY26 Adult and Dislocated Worker Services Subaward.
- c) **SAWDB Resolution 26 – 07** approving amendment to the PY26 Youth Services Subaward.
- d) **SAWDB Resolution 26 – 08** approving amendment to the PY26 One-Stop Operator Services Subaward.
- e) **SAWDB Resolution 26 – 09** approves the On-the-Job Training Policy 17-03.6. **pg. 49**
- f) **SAWDB Resolution 26 – 10** approves the Adult and Dislocated Worker Eligibility Policy. **pg. 62**
- g) **SAWDB Resolution 26 – 11** approves the Supportive Services Policy. **pg. 108**
- h) **SAWDB Resolution 26 – 12** approves the Local Four-Year Plan Modifications-DRAFT. **pg. 115**
- i) **SAWDB Resolution 26 – 13** approves the Required Information in Communications Policy.
- j) **SAWDB Resolution 26 – 14** committee appointments. **pg. 116**
- k) **SAWDB Resolution 26 – 15** approves removal of assets.
- l) **SAWDB Resolution 26 – 16** One-Stop Certification Application. **pg. 117**
- m) Election of officers. **pg. 140**

VIII. CEO Consent – Concurrence – Approval of SAWDB Action *(The items below are considered consent concurrence items and are approved with the motion to concur with the SAWDB action in the resolutions listed above).*

- a) **CEO Resolution 26 – 06** concurs with SAWDB Resolution 26 – 01
- b) **CEO Resolution 26 – 07** concurs with SAWDB Resolution 26 – 04

- c) **CEO Resolution 26 – 08** concurs with SAWDB Resolution 26 – 05
- d) **CEO Resolution 26 – 09** concurs with SAWDB Resolution 26 – 06
- e) **CEO Resolution 26 – 10** concurs with SAWDB Resolution 26 – 07
- f) **CEO Resolution 26 – 11** concurs with SAWDB Resolution 26 – 08
- g) **CEO Resolution 26 – 12** concurs with SAWDB Resolution 26 – 09
- h) **CEO Resolution 26 – 13** concurs with SAWDB Resolution 26 – 10
- i) **CEO Resolution 26 – 14** concurs with SAWDB Resolution 26 – 11
- j) **CEO Resolution 26 – 15** concurs with SAWDB Resolution 26 – 12
- k) **CEO Resolution 26 – 16** concurs with SAWDB Resolution 26 – 13
- l) **CEO Resolution 26 – 17** concurs with SAWDB Resolution 26 – 15
- m) **CEO Resolution 26 – 18** concurs with SAWDB Resolution 26 – 16

IX. CEO Action Items

- a) **CEO Resolution 26 – 19** Election of officers **pg. 143**

X. Reports and Information Items

- a) Administrative and Financial Reports **pg. 145**
 - i. WIOA Administrator
 - ii. Technical Assistance & Training
 - iii. Financials
- b) One-Stop Operator Report **pg. 154**
- c) Service Provider Reports **pg. 168**
 - i. Youth Services (*Alamo Navajo School Board*)
 - ii. Youth Services (New Mexico State University/Doña Ana Community College)
 - iii. Adult/Dislocated Worker Services (*Equus Workforce Solutions*)
- d) Updates from DWS

XI. Other

- a) SAWDB member input
- b) CEO member Input

XII. Next Meeting

- a) SAWDB meeting – Thursday, December 10, 2026
- b) CEO meeting – Friday, November 6, 2026

XIII. Adjournment

*Public comments can be emailed to sawdb@employnm.com before September 17, 2026, at 1:00 p.m. (MDT). All public comments will be read at the meeting in the order received.



Scan the QR code to join the meeting via Zoom

Mission: Our mission is to empower individuals with access to quality employment, education, and training, fostering a skilled workforce that meets local employer needs and drives community economic growth.

The Region IV, Chief Elected Officials and the Southwestern Area Workforce Development Board are Equal Opportunity Employer and will make every effort to provide reasonable accommodations for people with disabilities who wish to attend a public meeting. Please provide notification at least 72 hours before the meeting by calling (575) 744-4857. WIOA Title I-financially assisted programs and activities are an Equal Opportunity Employer/Program. Auxiliary aids and services are available upon request to individuals with disabilities. Relay New Mexico: 711 (Voice) or 1-800-659-8331 (TTY). For program funding, visit <https://www.employnm.com/funding>.





Consent Agenda Items



SAWDB

Consent Agenda Items

Southwestern Area Workforce Development Board

Doña Ana Community College - Workforce Center
2345 Nevada Ave.
Las Cruces, NM 88001

To join the meeting by phone, dial (346) 248-7799, then enter Meeting ID: 873 0986 0162
To join the meeting online via Zoom, go to: <https://us02web.zoom.us/j/87309860162>

Thursday, June 25, 2026, at 10:00 a.m. (MDT)

DRAFT OF MEETING MINUTES

I. Call to Order

- a. Chair Fryar called the meeting to order at 10:00 a.m. and welcomed all attendees. Chair Fryar approved virtual participation for members attending remotely and introduced new members.

II. Roll Call and Abstentions

- a. Ms. Grijalva called roll. There were no abstentions.

Present:

Cassie Arias-Ward*
Mary Ann Chavez-Lopez*
Alisa Estrada*
Jacqueline Fryar
Mailette Lopez
Marcos Martinez
Tiffany Martinez
Michael Olguin*
Joshua Orozco
Erik Padilla
Christopher N. Rodriguez
Anton Salome
Kim Skinner*
JC Trujillo*
Michelle Velarde
Jeff Waugh
Mona Rae Waugh

Staff:

Jay Armijo, SCCOG Executive Director*
Fayth Grijalva, Administrative Specialist
Glory Juarez, WIOA Administrator
Angela Longovia, Communications Manager
Diana Luchini, Fiscal Clerk
Jaymi Simms, WIOA Program Manager
Krisye Shook, WIOA Program Monitor

Absent:

Tricia Brainard (*with cause*)
Magdaleno Manzanárez (*with cause*)
Ross Marks (*without cause*)
Debbie Schoonover (*with cause*)
Mary Ulrich (*with cause*)
Gary Whitehead (*with cause*)

Guests:

Maria Carrazco*
Manuela Castillo*
Savannah Garay*
Leroy Garcia*
Crystal Hollon*
Kay Lilley
Peter Martinez
Marissa Molano*
Chanin Kelly-O'Rourke
Juanisha Padilla*
Giselle Palomares
April Pepper*
Monica Perry*

Sarah Raney
 Erik Rivera
 Chris Ruiz
 Rhiannon Salazar*
 Samantha Sanchez*
 Amanda Tapia
 Marlene Thomas-Herrera*
 Claudia Vargas*

*Virtual attendance

III. Public Comment

- a) No public comment

IV. Approval of Agenda

Ms. Juarez requested the removal of Resolution 25 – 21.

Ms. Fryar stated that Resolution 25 – 21 will be removed.

Ms. Arias-Ward joined at 10:06 a.m.

- a) Mr. Salome **motioned to approve the agenda as amended, seconded by Ms. Estrada.**

The motion passed. The roll call vote was as follows:

Ms. Arias-Ward – Yes	Mr. Padilla – Yes
Ms. Chavez-Lopez – Yes	Mr. Rodriguez – Yes
Ms. Estrada – Yes	Mr. Salome – Yes
Ms. Fryar – Yes	Ms. Skinner – Yes
Ms. Lopez – Yes	Mr. Trujillo – Yes
Mr. Martinez – Yes	Ms. Velarde – Yes
Ms. Martinez – Yes	Mr. Waugh – Yes
Mr. Olguin – Yes	Ms. Waugh – Yes
Mr. Orozco – Yes	

V. Consent Agenda Items

- a) Approval of the March 26, 2026, Joint Meeting minutes
- b) Resolution 25 – 22 approves a one-year subscription for Engage by Cell's text messaging platform and mobile web app.
- c) Resolution 25 – 23 approves the Memorandum of Understanding between the Southwestern Area Workforce Development Board and America's Job Center Partners.
- d) Resolution 25 – 24 approves the PY26 Open Meetings Act Resolution.

Mr. Padilla **motioned to approve the consent agenda items, seconded by Ms. Estrada. The Motion passed.** The roll call vote was as follows:

Ms. Arias-Ward – Yes	Mr. Padilla – Yes
Ms. Chavez-Lopez – Yes	Mr. Rodriguez – Yes
Ms. Estrada – Yes	Mr. Salome – Yes
Ms. Fryar – Yes	Ms. Skinner – Yes
Ms. Lopez – Yes	Mr. Trujillo – Yes
Mr. Martinez – Yes	Ms. Velarde – Yes
Ms. Martinez – Yes	Mr. Waugh – Yes
Mr. Olguin – Yes	Ms. Waugh – Yes
Mr. Orozco – Yes	

98 **VI. Action Items**

- 99 a) Resolution 25 – 25 ratifies the Executive Committee’s action to award Request for
100 Proposals (RFP) #2025-001 for WIOA Youth Services, and authorizes the WIOA
101 Administrator to finalize contract negotiations and present the agreement to the SAWDB for
102 final approval.

103 Ms. Juarez reported that the Executive Committee and the CEO’s approved the RFP
104 Review Committee’s recommendation and selected NMSU Board of Regents/Dofia Ana
105 Community College as the youth service provider effective July 1, 2026.

106 Mr. Padilla **motioned to approve Resolution 25 – 25 seconded by Mr. Orozco. The**
107 **motion passed.** The roll call vote was as follows:

108 Ms. Arias-Ward – Yes	Mr. Padilla – Yes
109 Ms. Chavez-Lopez – Yes	Mr. Rodriguez – Yes
110 Ms. Estrada – Yes	Mr. Salome – Yes
111 Ms. Fryar – Yes	Ms. Skinner – Yes
112 Ms. Lopez – Yes	Mr. Trujillo – Yes
113 Mr. Martinez – Yes	Ms. Velarde – Yes
114 Ms. Martinez – Yes	Mr. Waugh – Yes
115 Mr. Olguin – Yes	Ms. Waugh – Yes
116 Mr. Orozco – Yes	

- 117
118 b) Resolution 25 – 26 approves a grant agreement with the New Mexico Department of
119 Workforce Solutions and the Southwestern Area Workforce Development Board to provide
120 Workforce Innovation and Opportunity Act services from July 1, 2026, through June 30,
121 2028.

122 Ms. Juarez stated that this annual grant agreement provides funding for WIOA services in
123 the region. The total contract amount for the year is \$3,966,674.

124 Mr. Salome **motioned to approve Resolution 25 – 26 seconded by Ms. Arias-Ward. The**
125 **motion passed.** The roll call vote was as follows:

126 Ms. Arias-Ward – Yes	Mr. Padilla – Yes
127 Ms. Chavez-Lopez – Yes	Mr. Rodriguez – Yes
128 Ms. Estrada – Yes	Mr. Salome – Yes
129 Ms. Fryar – Yes	Ms. Skinner – Yes
130 Ms. Lopez – Yes	Mr. Trujillo – Yes
131 Mr. Martinez – Yes	Ms. Velarde – Yes
132 Ms. Martinez – Yes	Mr. Waugh – Yes
133 Mr. Olguin – Yes	Ms. Waugh – Yes
134 Mr. Orozco – Yes	

- 135
136 c) Resolution 25 – 27 approves the PY26 Budget for the period of July 1, 2026, through June
137 30, 2027.

138 Ms. Juarez stated that the grant award was approximately \$3.9 million, with projected
139 carryover balances of approximately \$1.7 million, for a total of approximately \$5.7 million.
140 She provided a breakdown of the program allocations that make up the total funding of
141 \$5,747,858.

142 Mr. Orozco **motioned to approve Resolution 25 – 27 seconded by Mr. Padilla. The**
143 **motion passed.** The roll call vote was as follows:

144 Ms. Arias-Ward – Yes	Mr. Padilla – Yes
145 Ms. Chavez-Lopez – Yes	Mr. Rodriguez – Yes
146 Ms. Estrada – Yes	Mr. Salome – Yes
147 Ms. Fryar – Yes	Ms. Skinner – Yes
148 Ms. Lopez – Yes	Mr. Trujillo – Yes

149	Mr. Martinez – Yes	Ms. Velarde – Yes
150	Ms. Martinez – Yes	Mr. Waugh – Yes
151	Mr. Olguin – Yes	Ms. Waugh – Yes
152	Mr. Orozco – Yes	

- 153
- 154 d) Resolution 25 – 28 approves a government-to-government contract with the South Central
- 155 Council of Governments to provide WIOA Administrative Entity Services for the period of
- 156 July 1, 2026, through June 30, 2027.

157 Ms. Juarez stated that the Board does not have direct staff. This contract authorizes the

158 South Central Council of Governments to provide WIOA Administrative Entity Services

159 throughout the program year in the amount of \$610,000.

160 Mr. Salome **motioned to approve Resolution 25 – 28, seconded by Mr. Orozco. The**

161 **motion passed.** The roll call vote was as follows:

162	Ms. Arias-Ward – Yes	Mr. Padilla – Yes
163	Ms. Chavez-Lopez – Yes	Mr. Rodriguez – Yes
164	Ms. Estrada – Yes	Mr. Salome – Yes
165	Ms. Fryar – Yes	Ms. Skinner – Yes
166	Ms. Lopez – Yes	Mr. Trujillo – Yes
167	Mr. Martinez – Yes	Ms. Velarde – Yes
168	Ms. Martinez – Yes	Mr. Waugh – Yes
169	Mr. Olguin – Yes	Ms. Waugh – Yes
170	Mr. Orozco – Yes	

- 171
- 172 e) Resolution 25 – 29 approves a government-to-government contract with Alamo Navajo
- 173 School Board, Inc., to provide WIOA Youth Services for the period of July 1, 2026, through
- 174 June 30, 2027.

175 Ms. Juarez noted that the terms of the contract remain the same as the previous year, with

176 the Alamo Navajo School Board providing youth participant services on the reservation.

177 The allocated amount is \$224,000.

178 Mr. Salome **motioned to approve Resolution 25 – 29, seconded by Ms. Martinez. The**

179 **motion passed.** The roll call vote was as follows:

180	Ms. Arias-Ward – Yes	Mr. Padilla – Yes
181	Ms. Chavez-Lopez – Yes	Mr. Rodriguez – Yes
182	Ms. Estrada – Yes	Mr. Salome – Yes
183	Ms. Fryar – Yes	Ms. Skinner – Yes
184	Ms. Lopez – Yes	Mr. Trujillo – Yes
185	Mr. Martinez – Yes	Ms. Velarde – Yes
186	Ms. Martinez – Yes	Mr. Waugh – Yes
187	Mr. Olguin – Yes	Ms. Waugh – Yes
188	Mr. Orozco – Yes	

- 189
- 190 f) Resolution 25 – 30 approves a contract with Regents of New Mexico State
- 191 University/Dofia Ana Community College, to provide WIOA Youth Services for the period
- 192 of July 1, 2026, through June 30, 2027.

193 Ms. Juarez provided an overview of the \$1 million contract for services in the region and

194 noted that the full document will be shared after the meeting. She highlighted the

195 provider's focus on strengthening partnerships, serving disconnected and at-risk youth,

196 and maintaining staffing levels. The proposed budget will be revised to align with the

197 award amount and shared with the Board once it is complete.

198 Mr. Orozco asked if the contract is finalized. Ms. Juarez noted that the contract remains

199 largely the same as the previous provider, with the same performance measures in place.

The main difference is that the provider will not operate for profit, allowing more funds to go toward participant services.

Ms. Estrada **motioned to approve Resolution 25 – 30 seconded by Ms. Martinez. The motion passed.** The roll call vote was as follows:

Ms. Arias-Ward – Yes	Mr. Padilla – Yes
Ms. Chavez-Lopez – Yes	Mr. Rodriguez – Abstained
Ms. Estrada – Yes	Mr. Salome – Yes
Ms. Fryar – Yes	Ms. Skinner – Yes
Ms. Lopez – Yes	Mr. Trujillo – Yes
Mr. Martinez – Yes	Ms. Velarde – Yes
Ms. Martinez – Yes	Mr. Waugh – Yes
Mr. Olguin – Yes	Ms. Waugh – Yes
Mr. Orozco – Abstained	

- g) Resolution 25 – 31 approves a contract with Arbor E&T, LLC dba Equus Workforce Solutions, to provide WIOA Adult & Dislocated Worker Services for the period of July 1, 2026, through June 30, 2027.

Ms. Juarez stated that this contract continues Adult and Dislocated Worker services with an allocated amount of \$2.3 million. Performance measures will remain the same.

Mr. Padilla **motioned to approve Resolution 25 – 31 seconded by Mr. Salome. The motion passed.** The roll call vote was as follows:

Ms. Arias-Ward – Yes	Mr. Padilla – Yes
Ms. Chavez-Lopez – Yes	Mr. Rodriguez – Yes
Ms. Estrada – Yes	Mr. Salome – Yes
Ms. Fryar – Yes	Ms. Skinner – Yes
Ms. Lopez – Yes	Mr. Trujillo – Yes
Mr. Martinez – Yes	Ms. Velarde – Yes
Ms. Martinez – Yes	Mr. Waugh – Yes
Mr. Olguin – Yes	Ms. Waugh – Yes
Mr. Orozco – Yes	

- h) Resolution 25 – 32 approves a contract with Arbor E&T, LLC dba Equus Workforce Solutions, to provide WIOA One-Stop Operator Services for the period of July 1, 2026, through June 30, 2027.

Ms. Estrada left the meeting.

Ms. Juarez explained that this contract provides One-Stop Operator services for the program year. The provider's role is to ensure coordination among partners at the American Job Centers and support daily operations. The contract amount is \$250,000, similar to the previous program year.

Mr. Salome **motioned to approve Resolution 25 – 32, seconded by Ms. Martinez. The motion passed.** The roll call vote was as follows:

Ms. Arias-Ward – Yes	Mr. Padilla – Yes
Ms. Chavez-Lopez – Yes	Mr. Rodriguez – Yes
Ms. Fryar – Yes	Mr. Salome – Yes
Ms. Lopez – Yes	Ms. Skinner – Yes
Mr. Martinez – Yes	Mr. Trujillo – Yes
Ms. Martinez – Yes	Ms. Velarde – Yes
Mr. Olguin – Yes	Mr. Waugh – Yes
Mr. Orozco – Yes	Ms. Waugh – Yes

- i) Resolution 25 – 33 approves a Youth Services Program Transition Agreement between the Southwestern Area Workforce Development Board and Arbor E&T, LLC dba Equus Workforce Solutions.

Ms. Estrada rejoined the meeting.

Ms. Juarez explained that the transition agreement is intended to support the transition between providers. She noted that most staff will be picked up by the Adult and Dislocated Worker program to help avoid layoffs. The agreement would provide limited staff support for approximately one month, including a Talent Development Specialist and partial QA support. Ms. Juarez requested approval to continue negotiations for a short-term agreement not to exceed \$6,000.

Mr. Orozco asked about approving the agreement while it is still under negotiation. Ms. Juarez explained that the request is not to exceed \$6,000, with any increase brought back to the Board. The proposed agreement will provide transition support and QA file retention.

Mr. Orozco **motioned to approve Resolution 25 – 33, seconded by Mr. Padilla. The motion passed.** The roll call vote was as follows:

Ms. Arias-Ward – Yes	Mr. Padilla – Yes
Ms. Chavez-Lopez – Yes	Mr. Rodriguez – Yes
Ms. Estrada – Yes	Mr. Salome – Yes
Ms. Fryar – Yes	Ms. Skinner – Yes
Ms. Lopez – Yes	Mr. Trujillo – Yes
Mr. Martinez – Yes	Ms. Velarde – Yes
Ms. Martinez – Yes	Mr. Waugh – Yes
Mr. Olguin – Yes	Ms. Waugh – Yes
Mr. Orozco – Yes	

- j) Resolution 25 – 34 approves a lease agreement between the Southwestern Area Workforce Development Board and Tresco, Inc. in Truth or Consequences.

Ms. Juarez requested approval of the letter of intent to maintain the lease and continue negotiations. She noted that staff are working with the service provider and partners to keep the office open while future options are reviewed with partners.

Mr. Padilla **motioned to approve Resolution 25 – 34, seconded by Mr. Salome. The motion passed.** The roll call vote was as follows:

Ms. Arias-Ward – Yes	Mr. Padilla – Yes
Ms. Chavez-Lopez – Yes	Mr. Rodriguez – Yes
Ms. Estrada – Yes	Mr. Salome – Yes
Ms. Fryar – Yes	Ms. Skinner – Yes
Ms. Lopez – Yes	Mr. Trujillo – Yes
Mr. Martinez – Yes	Ms. Velarde – Yes
Ms. Martinez – Abstained	Mr. Waugh – Yes
Mr. Olguin – Yes	Ms. Waugh – Yes
Mr. Orozco – Yes	

- k) Resolution 25 – 35 approves a lease agreement between the Southwestern Area Workforce Development Board and 70 South Investments in Sunland Park.

Ms. Juarez requested approval of the letter to provide notice to renew the American Job Center office lease and continue negotiations. She noted that the property owner has been willing to work with the Board to maintain the current lease month to month while negotiations take place.

Ms. Juarez provided an update that staff are exploring other potential locations. Ms. Palomares discussed another possible one-stop location with partners; however, it was not feasible for all partners at this time, making the current location the most sustainable option.

Ms. Arias-Ward **motioned to approve Resolution 25 – 35, seconded by** Ms. Martinez. **The motion passed.** The roll call vote was as follows:

Ms. Arias-Ward – Yes	Mr. Padilla – Yes
Ms. Chavez-Lopez – Yes	Mr. Rodriguez – Yes
Ms. Estrada – Yes	Mr. Salome – Yes
Ms. Fryar – Yes	Ms. Skinner – Yes
Ms. Lopez – Yes	Mr. Trujillo – Yes
Mr. Martinez – Yes	Ms. Velarde – Yes
Ms. Martinez – Yes	Mr. Waugh – Yes
Mr. Olguin – Yes	Ms. Waugh – Yes
Mr. Orozco – Yes	

I) Resolution 25 – 36 approves the SAWDB meeting calendar through June 30, 2027.

Ms. Arias-Ward and Ms. Chavez-Lopez left the meeting at 10:56 a.m.

Ms. Longovia stated that the next meeting on August 13, 2026, will be a Joint Meeting held in Silver City, per Commissioner Ponce's request.

Mr. Orozco requested that the February 11, 2027, meeting be held in Sunland Park.

Ms. Fryar requested that the April 8, 2027, meeting be held in Reserve.

Mr. Padilla **motioned to approve Resolution 25 – 36, seconded by** Mr. Orozco. **The motion passed.** The roll call vote was as follows:

Ms. Estrada – Yes	Mr. Rodriguez – Yes
Ms. Fryar – Yes	Mr. Salome – Yes
Ms. Lopez – Yes	Ms. Skinner – Yes
Mr. Martinez – Yes	Mr. Trujillo – Yes
Ms. Martinez – Yes	Ms. Velarde – Yes
Mr. Olguin – Yes	Mr. Waugh – Yes
Mr. Orozco – Yes	Ms. Waugh – Yes
Mr. Padilla – Yes	

VII. Reports and Information Items

a) Administrative and Financial Reports

i. WIOA Administrator

Ms. Juarez reported that she is finalizing all contracts, working on the transition, and that an exit conference with monitors is scheduled.

ii. Technical Assistance and Training

Ms. Simms reported PY25 July 1, 2025, through March 31, 2026, technical assistance sessions, hours, and PY25 Q3 Performance Goals & Actuals for the Adult, Dislocated Worker, and Youth programs.

iii. Financials

Ms. Juarez said Ms. Arnold is out, and the report is in the packet for review.

b) One-Stop Operator Report

Ms. Palomares and Ms. Raney presented PY25 Q3 data, achievements, and foot traffic.

c) Service Provider Reports

i. Youth Services (Alamo Navajo School Board)

Ms. Padilla reported for PY25 Q3. Program highlights included Enrollment Goals, Work Experience/Placements, Budget Expenditure Report, and Training Opportunities.

- ii. Youth Services (Equus Workforce Solutions)
Ms. Molano presented information about the In-School Youth and Out-of-School Youth program from July 1, 2025, through June 5, 2026. Her report included enrollments, supportive services, program exiters, and a success story.
- iii. Adult/Dislocated Worker Services (Equus Workforce Solutions)
Ms. Molano presented information about the Adult and Dislocated Worker program from July 1, 2025, through June 5, 2026. Her report included enrollments, performance, service, and fund distributions by industry sectors, and more.
- d) Updates from DWS
Mr. Martinez reported that funding will depend on federal decisions, likely remaining stable or slightly reduced, with potential for larger cuts. State funding has helped offset the impacts, and updates will be provided as they become available.
Ms. Velarde shared updates on the Office of New Americans, a new broadband training partnership with local classes, and the rebranding of a mobile unit to promote American Job Center services.
Ms. Kelly-O'Rourke thanked Board staff for their strong collaboration with the monitoring team and their willingness to work together throughout the process.

VIII. Other

- a) Member Input
 - i. Ms. Juarez expressed appreciation to Equus for their years of service and work supporting the youth program.

IX. Next Meeting

- a) Joint Meeting, Thursday, August 13, 2026, at 10:00 a.m.

X. Adjournment

- a) Chair Fryar adjourned the meeting at 11:49 a.m.

ATTESTED

_____ **Date**

Lease Agreement

This Lease is made and entered into by and between **Loretto Associates LP ("Lessor")** and the **Southwestern Area Workforce Development Board (SAWDB) ("Lessee")**. The parties agree as follows:

1. Leased Premises

Lessor hereby leases to Lessee, and Lessee leases from Lessor, the premises located at 505 S. Main Street, Suite 149, Las Cruces, NM 88001 ("Leased Premises"), situated in the County of Doña Ana, New Mexico, together with all appurtenances.

a. Square Footage:

- i. Leasable: 5,600 sq. ft.
- ii. Usable: 5,600 sq. ft.
- iii. Full-Time Employees: 20-25

b. IT Closet

Lessor shall maintain full access to the building's IT closet at all times. Lessee acknowledges that the IT closet contains essential infrastructure for SAWD operations and agrees not to obstruct, restrict, or otherwise impede the Lessor's access. Lessor may enter the IT closet as needed for maintenance, repairs, or operational requirements, with or without prior notice, provided such entry does not unreasonably interfere with Lessee's use of the Leased Premises.

c. Parking:

- i. Employee parking: General/visitor parking: Unassigned parking available throughout the Leased Premises for Lessee's agents and clients
- iii. ADA parking: As required by applicable local regulations

d. Hours of Operation: Monday through Friday, 8:00 AM to 5:00 PM

2. Term

The initial term of this Lease shall be five (5) months:

- a. Commencing September 1, 2026
- b. Terminating February 28, 2027
- c. The commencement date may be amended to the actual occupancy date, with the termination date fixed as February 28, 2027, unless extended as permitted herein.

3. Rent

Lessee shall not be required to pay rent prior to occupying the Leased Premises. Monthly rent for the initial term shall be as follows:

- September 1, 2026, through December 31, 2026: \$6,800.00, which includes utilities and janitorial services.
- January 1, 2027, through February 28, 2027: \$6,860.00, which includes utilities and janitorial services.

Rent shall be paid no later than the 10th day of each month.

4. Holding Over

If Lessee remains in possession of the Leased Premises after the expiration or earlier termination of this Lease and without the execution of a new lease, Lessee shall be deemed to be occupying the Leased Premises as a tenant at sufferance at a Rent equal to one hundred fifty percent (150%) of the Rent applicable hereunder during the last month of the Lease Term and otherwise subject to all the conditions, provisions and obligations of this Lease insofar as the same are applicable to a tenancy at sufferance. Nothing herein constitutes Landlord's consent for Tenant to holdover in the Leased Premises after the expiration or sooner termination of this Lease. The provisions of this Section shall survive the expiration or sooner termination of this Lease.

5. Use of Leased Premises

Lessee shall use the Leased Premises for State business, including workforce development operations conducted by the SAWDB. Lessor agrees the Leased Premises are suitable for this purpose or has disclosed any known issues that may affect suitability.

6. Condition of Leased Premises

Lessor warrants that the Leased Premises are in safe, structurally sound condition and compliant with all applicable laws and regulations.

Any known defects shall be corrected prior to lease inception or within 15 days thereafter. Failure to correct a dangerous condition is a substantial breach.

7. Accessibility

Lessor warrants that the Leased Premises shall meet ADA standards within Lease execution and shall maintain ongoing compliance.

8. Delivery of Possession

Lessor warrants that the Leased Premises will be vacant and delivered to Lessee upon completion of required renovations. Lessor shall keep Lessee informed of renovation progress.

9. Damage to Leased Premises

If at the inception of this Lease or at any time thereafter (including any renewal) all or any part of the Leased Premises shall be so damaged or destroyed through any cause, other than Lessee's willful act as to be rendered unfit for Lessee's occupancy, in Lessee's judgment, Lessee may declare this Lease terminated and rent shall be payable only to the date of the damage. Alternatively, Lessee, in its sole discretion, may continue to occupy any portion useful to it, and the rent shall abate in proportion to the portions not useful to Lessee.

If at the inception of this Lease or at any time thereafter (including any renewal) all or any part of the Leased Premises shall be so slightly damaged through any cause, other than Lessee's willful act, ordinary wear and tear or repair subject to routine maintenance, as not to be rendered unfit for Lessee's occupancy, in Lessee's judgment, Lessor shall repair the Leased Premises with all reasonable promptness, at Lessor's expense, and the rent shall abate fairly until repairs are completed. However, if Lessor fails to promptly commence or to expeditiously complete repairs necessary to restore the Leased Premises to their former condition, Lessee may declare this Lease terminated and rent, including any fair abatement thereof, shall be payable only to the date of termination. Alternatively, if Lessor fails to promptly commence or to expeditiously complete repairs, Lessee, in its sole discretion, may perform or cause to be performed such repairs, and may deduct the costs from rent, including any fair abatement.

10. Alterations and Improvements

Lessee shall obtain Lessor's written consent prior to making permanent alterations or improvements.

11. Ownership of Improvements

Al alterations and improvements made to or placed in the Leased Premises by Lessee, and which can be removed without undue damage to the Leased Premises, are and shall remain the Lessee's property except as the parties mutually agree otherwise in writing. Alterations and improvements of a permanent nature which cannot be removed without undue damage to the Leased Premises shall become Lessor's property except as the parties mutually agree otherwise in writing.

12. Condition Upon Surrender

At the termination of this Lease, Lessee shall surrender the Leased Premises in the condition in which they were at the inception of this Lease, excepting:

- a. deterioration caused through reasonable use and ordinary wear and tear;
- b. alterations, improvements, or conditions made with Lessor's written approval; and
- c. any change, damage or destruction not resulting from Lessee's willful act.

13. Payment of Assessments

Lessor shall pay as they become due all assessments, charges, mortgages, liens and taxes payable in respect to the Leased Premises during the term of this Lease. If Lessor defaults in paying any such amounts, Lessee, in its sole discretion, may pay any assessment, charge, mortgage, lien or tax. Upon doing so, Lessee shall be subrogated to the creditor's rights and may deduct the cost of such payment from rent.

14. Utilities and Janitorial Services

Lessor shall provide gas, electric, water, sewer, refuse disposal services, and janitorial supplies/services (performed Monday through Friday after 5:00 PM).

15. Right of Entry

Lessor may enter the Leased Premises for inspections and repairs with Lessee's permission, which shall not be unreasonably withheld. Notwithstanding the foregoing, Landlord shall have the right to enter the Leased Premises at all reasonable times following twenty-four (24) hours' prior written notice (which may include email notice) to show the Leased Premises to prospective tenants. In emergencies, Lessor may enter without prior permission and shall notify Lessee promptly thereafter.

16. Duty to Maintain

- a. Lessor has the duty to reveal to Lessee all structural defects of which he knows or reasonably should know, and to repair all structural defects on the Leased Premises;
- b. Lessor has the duty to repair and maintain the Leased Premises, including but not limited to the: roof, windows, grounds, parking lots, sidewalks, doors and lighting in safe condition and in good repair and condition. Lessee has the duty to inspect and notify Lessor of any defective exterior conditions;
- c. Lessor has the duty to repair and maintain the Leased Premises, including but not limited to the: cooling system, heating system, plumbing, lighting,

doors, flooring, wall finishes, elevators, fire protection equipment, except as otherwise provided in Paragraphs 10. Damage to Leased Premises and 13. Condition of Leased Premises upon Surrender.

- d. Lessor shall, at all times and in a timely manner, provide a safe Leased Premises by eliminating conditions caused by, including and not limited to, snow, ice, debris, mold and standing water.
- e. Lessor shall provide pest control services monthly during active season and bi-monthly during off-season. Lessor shall maintain pest control if a special situation arises at any time of year, such as an ant infestation.

If, after written notification, the Lessor fails to perform required maintenance in a timely fashion, the Lessee may abate rent and/or perform the maintenance and withhold the cost of the maintenance from the Lessor.

17. Assignment and Sublease

Lessee has the right to assign or sublease the Leased Premises or any part of them to other state agencies or to qualified tenants for any remaining term of this Lease. Lessee shall notify Lessor immediately upon execution of any sublease or assignment, or at such other time as may be provided in this Lease. Lessee's obligation to pay the portion of the rent represented by the sublease or assignment shall cease upon the furnishing of such notice to Lessor.

18. Duty to Insure

- a. During the term of this Lease and any extension thereof, Lessee shall provide coverage for liability of Lessee and its "public employees," as defined in the Tort Claims Act, and for its personal property and tenant's improvements and betterments, as required by New Mexico law.
- b. At all times during the term of this Lease and any extension thereof, Lessor shall maintain in force a policy or policies of insurance providing:
 - i. comprehensive general liability coverage of not less than \$1,000,000 limit per occurrence, including coverage for property damage, bodily injury and wrongful death. Such insurance policy or policies shall name the "State of New Mexico, its branches, agencies, instrumentalities and public employees" as additional insured on the endorsements; and
 - ii. an extended coverage endorsement or "All Risk" policy insuring for fire, lightning, vandalism, malicious mischief, loss of rents and other

normal extended coverage for at least 80% of the replacement value of the Leased Premises.

19. Termination for Breach

Either party may terminate this Lease upon the other party's substantial breach of any term or condition contained in this Lease, provided that the breaching party shall be given thirty (30) days from the receipt of written notice of a substantial breach to cure the breach or to begin and proceed, with due diligence, to cure a breach that cannot be cured within thirty (30) days. In the event of a substantial breach, the non-breaching party shall give the breaching party written notice that describes the nature of the breach and notifies the breaching party that, unless the breach is cured within the time limits contained herein, the Lease shall terminate without further notice at the end of the cure period.

Upon termination of the Lease, the Lessee shall surrender the Leased Premises to the Lessor and shall be obligated to pay rent only to the date of surrender.

20. Special Damages

Either party may terminate this Lease upon the other party's substantial breach of any term or condition contained in this Lease, provided that the breaching party shall be given thirty (30) days from the receipt of written notice of a substantial breach to cure the breach or to begin and proceed, with due diligence, to cure a breach that cannot be cured within thirty (30) days. In the event of a substantial breach, the non-breaching party shall give the breaching party written notice that describes the nature of the breach and notifies the breaching party that, unless the breach is cured within the time limits contained herein, the Lease shall terminate without further notice at the end of the cure period.

Upon termination of the Lease, the Lessee shall surrender the Leased Premises to the Lessor and shall be obligated to pay rent only to the date of surrender.

21. Binding Effect

This Lease is binding upon the heirs, executors, administrators, personal representatives, assignees and successors-in-interest of the parties.

22. Amendments

This lease shall not be altered or amended except by instrument in writing executed by the parties.

23. Notices and Payments

Notices required under this Lease and rental payments shall be made at the following physical and email addresses by written notice to Lessor and Lessee:

- a. Lessor:**

Loretto Associates LP, a Texas Limited Partnership
 c/o Fidelis Realty Partners, LTD. Property Management
 4500 Bissonnet Street, Suite 200
 Bellaire, TX 77401
 Telephone number: 505-660-5911
- b. Lessor Payments:**

Email: kfitzgerald@frpltd.com
 Loretto Associates LP, a Texas Limited Partnership
 Dept. 798, PO Box 4770
 Houston, TX 77210-4770
 Telephone number: 713-693-1431
 Email: ppham@frpltd.com
- c. Lessee:**

Email: gjuarez@sccog-nm.com
 Southwest Area Workforce Development Board
 Glory Juarez, WIOA Administrator
 P.O. Box 1072
 Elephant Butte, New Mexico 87935
 Telephone number: 575-740-2992

24. Incorporated Documents

Required certificates and documentation, including the current floor plan, shall be attached and incorporated.

25. Early Termination

This Lease shall terminate prior to the end of the term set forth in Paragraph 3 of this Lease, without penalty to the Lessee, upon the occurrence of one or more of the following events:

- a. The New Mexico Legislature fails to grant sufficient authority and appropriations to the Lessee to carry out the terms and conditions of this Lease;

- b. The Governor of New Mexico, pursuant to Executive Order, or the New Mexico Legislature, pursuant to statute, eliminates or transfers employees or functions of the Lessee; or
- c. The State of New Mexico builds a new building or purchases an existing building and includes space in such new or existing building for the Lessee.

Upon the occurrence of one or more of the above events, this Lease shall terminate when required by law giving the Lessor ninety (60) days written notice, whichever occurs first.

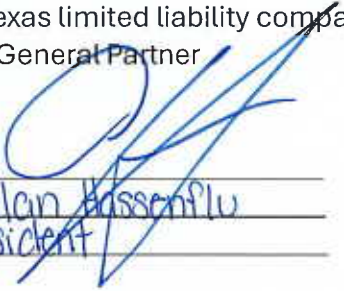
26. Environmental Safety

The Lessor warrants that the Leased Premises comply with any and all federal and state environmental regulations. During the term of this Lease, the Lessor agrees to maintain the Leased Premises consistent with these regulations. Should an environmental hazard which threatens the life, health or safety of Lessee's employees and/or the public be discovered, the Lessee may terminate this Lease in accordance with Paragraph 20. Right to Terminate upon Breach of Condition or Agreement.

LESSOR:

LORETTO ASSOCIATES L.P.,
a Texas limited partnership

By: Loretto GP L.L.C.,
a Texas limited liability company,
its General Partner

By: 
Name: Alan Hassenflu
Title: President



LESSEE: Southwestern Area Workforce Development Board

By: Mary Herich

Date: 08/28/2026

AGENDA ITEM SUMMARY

Joint Meeting of Region IV, Chief Elected Officials, and Southwestern Area Workforce Development Board	September 17, 2026
SAWDB Consent Agenda Item Resolution 26 – 02 authorizes the administrative entity to issue a Request for Proposals for WIOA Adult and Dislocated Worker Services.	
SUMMARY OF AGENDA ITEM This item is presented for your review to authorize the Administrative Entity to issue the Workforce Innovation and Opportunity Act Request for Proposals (RFP) for Adult & Dislocated Worker services for the period of July 1, 2027 – June 30, 2028, with an option to renew annually for three additional years. Arbor E&T, LLC dba Equus Workforce Services is in its fourth contract year for the delivery of WIOA Adult & Dislocated Worker services that end on June 30, 2027. Under the board's financial policies, it follows the New Mexico State Procurement Code and its regulations. A determination is made that under the NM State Procurement Code, a Request for Proposals is needed for this procurement because of the type of services being procured and the dollar amount. RECOMMENDATION A motion to accept Resolution 26 – 02. BOARD'S OPTIONS ARE TO 1. Accept the recommendation 2. Amend the recommendation 3. Reject the recommendation 4. Table the item 5. Take no action on the item	
DEPENDING ON ACTION TAKEN, ITEM MAY BE REFERRED OR REPORTED TO • Staff or committee, as directed.	
THIS ITEM SUPPORTS STRATEGIC PLAN GOAL(S) • Supports all strategic plan goals	
LIST OF SUPPORTING INFORMATION FOR YOUR REVIEW • None	

AGENDA ITEM SUMMARY

Joint Meeting of Region IV, Chief Elected Officials and Southwestern Area Workforce Development Board

September 17, 2026

SAWDB Consent Agenda Item

Resolution 26 – 03 authorizes the administrative entity to issue a Request for Proposals for WIOA One-Stop Operator Services.

SUMMARY OF AGENDA ITEM

This item is presented for your review to authorize the Administrative Entity to issue the Workforce Innovation and Opportunity Act Request for Proposals (RFP) for One-Stop Operator services for the period of July 1, 2027 – June 30, 2028, with an option to renew annually for three additional years.

Arbor E&T, LLC dba Equus Workforce Services is in its fourth contract year for the delivery of WIOA One-Stop Operator services that end on June 30, 2027.

Under the board's financial policies, it follows the New Mexico State Procurement Code and its regulations.

A determination is made that under the NM State Procurement Code, a Request for Proposals is needed for this procurement because of the type of services being procured and the dollar amount.

RECOMMENDATION

A motion to accept Resolution 26 – 03.

BOARD'S OPTIONS ARE TO

1. Accept the recommendation
2. Amend the recommendation
3. Reject the recommendation
4. Table the item
5. Take no action on the item

DEPENDING ON ACTION TAKEN, ITEM MAY BE REFERRED OR REPORTED TO

- Staff or committee, as directed.

THIS ITEM SUPPORTS STRATEGIC PLAN GOAL(S)

- Supports all strategic plan goals

LIST OF SUPPORTING INFORMATION FOR YOUR REVIEW

- None

AGENDA ITEM SUMMARY

Joint Meeting of Region IV, Chief Elected Officials, and Southwestern Area Workforce Development Board	September 17, 2026
SAWDB Consent Agenda Item Resolution 26 – 04 designates Southwestern Area Workforce Development Board bank account signatories.	
SUMMARY OF AGENDA ITEM This item is presented for your review and consideration to authorize Michael Olguin and Erik Padille as signatories on all the Southwestern Area Workforce Development Board's bank accounts.	
RECOMMENDATION A motion to approve Resolution 26 – 04.	
BOARD'S OPTIONS ARE TO 1. Accept the recommendation 2. Amend the recommendation 3. Reject the recommendation 4. Table the item 5. Take no action on the item	
DEPENDING ON ACTION TAKEN, ITEM MAY BE REFERRED OR REPORTED TO • Staff or committee, as directed.	
THIS ITEM SUPPORTS STRATEGIC PLAN GOAL(S) • Supports all strategic plan goals	
LIST OF SUPPORTING INFORMATION FOR YOUR REVIEW • None	



CEO

Consent Agenda Items

Region IV, Chief Elected Officials

America's Job Center

226 S. Alameda Blvd.

Las Cruces, NM 88005

To join the meeting by phone, dial (346) 248-7799, then enter Meeting ID: 816 5490 0103

To join the meeting online via Zoom, go to: <https://us02web.zoom.us/j/81654900103>

Friday, June 5, 2026, at 10:00 a.m. (MDT)

DRAFT OF MEETING MINUTES

I. Call to Order

- a) Chief Poncé called the meeting to order at 10:18 a.m.

II. Pledge of Allegiance

- a) Chief Poncé led everyone in the Pledge of Allegiance

III. Roll Call and Abstentions

- a) Chief Poncé requested a roll call. There were no abstentions. Chief Poncé approved virtual participation for members attending remotely.

Voting Members Present:

Commissioner Buster Floyd Green*

Commissioner Jim Paxon*

Commissioner Chris Poncé

Commissioner Ray Trejo*

Voting Members Absent:

Commissioner Joe Gonzales

Commissioner Art Malott

Commissioner Manny Sanchez

Staff:

Jay Armijo, SCCOG Executive Director*

Skylar Arnold, Fiscal Administrator

Fayth Grijalva, Administrative Specialist

Glory Juarez, WIOA Administrator

Angela Longovia, Communications Manager

Diana Luchini, Fiscal Clerk

Krisye Shook, WIOA Program Monitor*

Jaymi Simms, WIOA Program Manager*

Non-Voting Members Absent:

Chapter Vice-President Nigel Sacatero

Mayor Ravi Bhasker

Mayor Jacob Biggler

Mayor Eric Enriquez

Mayor Rolf Hechler

Mayor Gabriel I. Holguin

Mayor Hilda Kellar

Mayor Arnold Lopez

Mayor Phil Mortensen

Mayor Martin Neave

Mayor John L. Ojinaga

Mayor Javier Perea

Mayor Phillip Skinner

Mayor Deb Stubblefield

Mayor Simon Wheaton-Smith

Mayor of Hurley

Non-Voting Members Present:

Mayor Russell Hernandez*

Mayor Michelle "Micki" Shillito*

Mayor Michael Thompson*

Guests:

Kacie Ernst*
 Rosina Espinosa*
 Leroy Garcia*
 Crystal Hollon*
 Carolyn Kirlin*
 Peter Martinez
 Marissa Molano*
 Chanin O'Rourke*
 Juanisha Padilla*
 Giselle Palomares
 Sarah Raney
 Ashley Roller*
 Chris Ruiz
 Kim Skinner*
 Josh Stoller

*Virtual attendance

IV. Welcome

- a) Chief Poncé welcomed everyone.

V. Public Comment

- a) No public comment

VI. Approval of Agenda

- a) Commissioner Poncé **motioned to approve the agenda, seconded by** Commissioner Paxon. **The motion passed.** The roll call vote was as follows:

Commissioner Green – Yes

Commissioner Poncé – Yes

Commissioner Paxon – Yes

Commissioner Trejo – Yes

VII. Consent Agenda Items

- a) Approval of the March 26, 2026, Joint meeting minutes
 b) Resolution 25 – 22 appoints members to the Southwestern Area Workforce Development Board.

- c) Resolution 25 – 23 approves the PY26 Open Meetings Act Resolution.

Commissioner Trejo **motioned to approve the consent agenda items, seconded by** Commissioner Poncé. **Motion passed.** The roll call vote was as follows:

Commissioner Green – Yes

Commissioner Poncé – Yes

Commissioner Paxon – Yes

Commissioner Trejo – Yes

VIII. Action Items

- a) Resolution 25 – 24 concurs with the SAWDB Executive Committee's approval of the award of WIOA Youth Services under RFP #2025-001 to NMSU Board of Regents/Dofia Ana Community College.

Ms. Juarez said the Executive Committee approved the recommendation from the RFP review committee and selected NMSU Board of Regents/Dofia Ana Community College as the provider, effective July 1, 2026.

Commissioner Poncé **motioned to approve Resolution 25 – 24, seconded by**
Commissioner Trejo. **Motion passed.** The roll call vote was as follows:

Commissioner Green – Yes	Commissioner Poncé – Yes
Commissioner Paxon – Yes	Commissioner Trejo – Yes

- b) Resolution 25 – 25 authorizes the Administrative Entity to proceed with execution of PY26 proposed contracts, contingent upon formal approval by the Southwestern Area Workforce Development Board at its next scheduled meeting, with final implementation subject to all applicable legal, procurement, and funding requirements.

Ms. Juarez presented the list of PY26 contracts and requested approval to proceed, pending Board approval. The contracts discussed included the DWS Grant Agreement, Administrative Entity, Fiscal Agent services, Youth services, Adult and Dislocated Worker services, and One-Stop Operator services. She also mentioned a possible Youth Services Transition Agreement with Equus Workforce Solutions, if needed, to support a smooth transition, which will be presented at a later date.

Commissioner Poncé **motioned to approve Resolution 25 – 25, seconded by**
Commissioner Trejo. **Motion passed.** The roll call vote was as follows:

Commissioner Green – Yes	Commissioner Poncé – Yes
Commissioner Paxon – Yes	Commissioner Trejo – Yes

- c) Resolution 25 – 26 approves the CEO meeting calendar through June 30, 2027.

Commissioner Poncé **motioned to approve Resolution 25 – 26, seconded by**
Commissioner Green. **Motion passed.** The roll call vote was as follows:

Commissioner Green – Yes	Commissioner Poncé – Yes
Commissioner Paxon – Yes	Commissioner Trejo – Yes

- d) Election of officers

Commissioner Poncé noted that he and several commissioners will be terming out by the end of 2026 and that the Vice-Chair position is currently vacant. Commissioner Poncé agreed to continue serving as Chair through 2026. Commissioner Paxon volunteered to serve as Vice-Chair through 2026. Elections will be revisited later in the year.

Commissioner Poncé **made a motion to remain Chair, with Commissioner Paxon serving as Vice-Chair through the end of 2026, seconded by Commissioner Green.**
Motion passed. The roll call vote was as follows:

Commissioner Green – Yes	Commissioner Poncé – Yes
Commissioner Paxon – Yes	Commissioner Trejo – Yes

IX. Reports and Information Items

- a) Administrative and Financial Reports

- i. WIOA Administrator

Ms. Juarez reported that PY21 and PY22 Monitoring findings are fully closed. DWS continues to review and close out findings from PY24 and PY23, with the remaining items in progress. She also shared upcoming monitoring activities. Regarding the WIOA Youth RFP process, eight proposals were reviewed, and a recommendation was approved by the SAWDB Executive Committee. Ongoing efforts to close out PY25 financials and prepare for PY26 are underway. PY26 contract negotiations have begun.

130 ii. Technical Assistance & Training

131 Ms. Simms presented the number of hours and sessions provided to Adult, Dislocated
132 Worker, and Youth programs in PY25 and the training provided to staff.

133 iii. Financials

134 Ms. Arnold presented the balance sheet, statement of revenues, expenditures,
135 changes in fund balances, and expenditures by fund and county through April 30,
136 2026.

137 b) Service Provider Reports

138 i. Youth Services: Alamo Navajo School Board

139 Ms. Padilla reported for PY25 Q3. Program highlights included Enrollment Goals, Work
140 Experience/Placements, Budget Expenditure Report, and Training Opportunities.

141 ii. Youth Services: Equus Workforce Solutions

142 Ms. Molano presented information about the In-School Youth and Out-of-School Youth
143 program from July 1, 2025, through May 31, 2026. Her report included enrollments,
144 supportive services, program exiters, and a success story.

145 iii. Adult/Dislocated Worker Services: Equus Workforce Solutions

146 Ms. Molano presented information about the Adult and Dislocated Worker program
147 from July 1, 2025, through May 31, 2026. Her report included enrollments,
148 performance, service, and fund distributions by industry sectors, and more.

149 c) Update from DWS

150 No updates.

151 **X. Other**

152 a) Member Input

153 i. Chief Poncé thanked staff and expressed his appreciation for their efforts.

154 **XI. Next Meeting**

155 a) Thursday, August 13, 2026, at 10:00 a.m.

156 **XII. Adjournment**

157 a) Chief Poncé adjourned the meeting at 11:12 a.m.

158
159
160 **ATTESTED**

161 _____
162 **Date**

AGENDA ITEM SUMMARY

Joint Meeting of Region IV, Chief Elected Officials, and
Southwestern Area Workforce Development Board

September 17, 2025

CEO Consent Agenda Item

CEO Resolution 26 – 01 concurs with the Southwestern Area Workforce Development Board to approve a one-year subscription for Engage by Cell's text messaging platform and mobile web app.

SUMMARY OF AGENDA ITEM

As a function of the Chief Elected Officials, this item is presented for your review and consideration to concur with the Southwestern Area Workforce Development Board to approve a one-year subscription for Engage by Cell's test messaging platform and mobile web app.

Engage by Cell is a text messaging (SMS) platform that helps capture the immediate attention of audiences by delivering cloud-based solutions that improve communication, increase productivity, and create effective engagement. This platform will increase two-way communication with customers/participants, especially when providing follow-up services to exited participants where phone calls have not been successful. America's Job Center staff will use Engage by Cell to text information such as appointment reminders, WIOA program information, hiring events, job fairs, office closures, follow-ups, and more. Local 10-digit phone numbers will be provided and appear on the recipient's phone. Text messaging bundles can be purchased as-needed.

A mobile web app means there is no app to download. Users access the mobile platform instantly.

The breakdown of costs is as follows:

Service	Annual Price
Text Messaging Platform Hosting	\$6,000.00
Mobile Web App Platform Hosting	\$2,400.00
Text Messaging Bundle (10,000 SMS)	\$500.00
Carrier Fees (for localized 10-digit phone numbers)	\$232.00
TOTAL	\$9,132.00

RECOMMENDATION

A motion to accept CEO Resolution 26 – 01.

CEO'S OPTIONS ARE TO

- Accept the recommendation
- Amend the recommendation
- Reject the recommendation
- Table the item
- Take no action on the item

DEPENDING ON ACTION TAKEN, ITEM MAY BE REFERRED OR REPORTED TO

- Staff or committee, as directed.

THIS ITEM SUPPORTS STRATEGIC PLAN GOAL(S)

- Supports all strategic plan goals

LIST OF SUPPORTING INFORMATION FOR YOUR REVIEW

- None

Southwestern Area Workforce Development Board
Workforce Innovation and Opportunity Act
 Program Year 2026 / Fiscal Year 2027
 Proposed Budget

Program Revenue	Total	Administration	Adult	Dislocated Worker	Youth	Percent of Total
Administration	\$ 396,668	\$ 396,668				7%
Adult	\$ 864,414		\$ 864,414			15%
Dislocated Worker	\$ 1,555,278			\$ 1,555,278		27%
Youth	\$ 1,150,314				\$ 1,150,314	20%
Sub-total	\$ 3,966,674	\$ 396,668	\$ 864,414	\$ 1,555,278	\$ 1,150,314	69%
Prior Year Balances	\$ 1,781,184	\$ 151,384.00	\$ 364,500.00	\$ 801,300.00	\$ 464,000.00	31%
Additional Funds Awarded	\$ -					0%
Transfer from Dislocated Worker to Adult	\$ -					0%
Total	\$ 5,747,858	\$ 548,052.00	\$ 1,228,914.00	\$ 2,356,578.00	\$ 1,614,314.00	100%

Program Allocations	Total	Administration	Adult	Dislocated Worker	Youth	Percent of Total
Adult & Dislocated Worker Provider	\$ 2,300,000	\$ -	\$ 800,000.00	\$ 1,500,000.00		40%
Youth Service Providers (DACC)	\$ 1,000,000				\$ 1,000,000.00	17%
Youth Service Providers (Alamo Navajo)	\$ 224,000				\$ 224,000.00	4%
Administrative Entity	\$ 610,000	\$ 120,000.00	\$ 180,000.00	\$ 210,000.00	\$ 100,000.00	11%
One Stop Operator	\$ 250,000		\$ 70,000.00	\$ 120,000.00	\$ 60,000.00	4%
Fiscal Agent	\$ 190,000	\$ 190,000.00				3%
Board & CEO	\$ 150,000	\$ 150,000.00				3%
Special Projects	\$ -					0%
Reserve (July 1, 2026 - June 30, 2027)	\$ 230,523	\$ 8,718.40	\$ 6,031.20	\$ 215,522.40	\$ 251.20	4.01%
Reserve (July 1, 2027 - Sept. 30, 2028)	\$ 793,335	\$ 79,333.60	\$ 172,882.80	\$ 311,055.60	\$ 230,062.80	13.80%
Total	\$ 5,747,858	\$ 548,052.00	\$ 1,228,914.00	\$ 2,356,578.00	\$ 1,614,314.00	100%
Unobligated Balance	\$ -	\$ -	\$ -	\$ -	\$ -	

\$ 79,334 \$ 172,883 \$ 311,056

LEASE AGREEMENT

THIS LEASE AGREEMENT (“Lease”) is effective as of ___August 1st ___, 2026 (“Effective Date”), by and between Tresco, Inc. (“Lessor”), a New Mexico non-profit corporation and Southwestern Area Workforce Development Board (“Lessee”), a New Mexico corporation.

WHEREAS Lessor owns the property at 1705 N. Date St., Truth or Consequences, New Mexico 87901 (the “Building”).

WHEREAS Lessor desires to lease the premises below for good and valuable consideration to Lessee subject to certain terms and conditions discussed herein.

NOW THEREFORE, the parties agree as follows:

1. Premises. Lessor, upon the terms and conditions discussed herein, does hereby lease to Lessee the following-described premises (the “Premises”):

___586___ square feet of office space in the building.

2. Term of Lease. This Lease is for a term of one (1) year commencing at 12:00 a.m. on August 1, 2026, and ending at 11:59 p.m. on July 31, 2027.
3. Rent and Late Fee. Lessee agrees to pay as rent for the Premises, without notice or demand, the sum of One Thousand Dollars (\$1,000.00) per month in the following manner:

By check to be received by Lessor on or before the first of every month at the following address: 1800 Copper Loop Dr., Building 1, Las Cruces, NM 88004

Should Lessee fail to pay rent on or before the 5th day of the month, a late fee shall be assessed against Lessee without demand or notice, in an amount equal to five percent (5%) of the unpaid rent. Neither demand for, nor receipt of, any late charge called for under this Lease shall (i) operate to waive any default by Lessee or provide a substitute for Lessee’s full and timely performance of the obligation to pay rent, or (ii) limit the exercise of any other right or remedy Lessor may have under this Lease in case of Lessee’s default.

4. Security Deposit. A security deposit shall be waived.
5. Utility and Other Charges. Lessee will provide and pay for its own phone and internet services. Lessor agrees to pay all other Utility Charges and property taxes for the Premises during the Term of the Lease. “Utility Charges” is defined herein to be reasonable charges for the following utilities: electric, gas, water, sewer, and garbage. Lessee agrees to pay promptly all other charges of whatsoever kind and nature, which may be incurred in

connection with Lessee's use of the Premises, and to indemnify and hold harmless Lessor therefrom.

6. Taxes & Assessments. Lessee and Lessor hereby agree that all taxes and special and general assessments of whatsoever kind and nature, extraordinary as well as ordinary, which have been or may be levied upon the Premises and upon any alterations, additions, and improvements thereon, shall be paid by Lessor at the time when the same become due and payable, and that all taxes and special and general assessments of whatsoever kind and nature, extraordinary as well as ordinary, which have been or maybe levied upon the personal property located upon the Premises shall be paid by Lessee at the time when the same shall become due and payable.
7. Use of Premises. Lessee agrees to use and occupy the Premises for the purpose of office space, and for no other purpose without first obtaining the written consent of Lessor. Lessee shall not use or occupy or permit the Premises to be used or occupied, or do or permit anything to be done in or on the Premises, in a manner which will make void or voidable any insurance then in force with respect thereto, or which will make it impossible to obtain or increase the premiums for fire or other insurance required to be furnished hereunder, or which will cause or be likely to cause structural damage to the Premises or any portion thereof, or which will constitute a public or private nuisance. Further, the Lessee shall not use or occupy or permit the Premises to be used or occupied for any business, purpose, or use deemed disreputable by Lessor in its reasonable judgment or extra-hazardous, or for any purpose or in any manner which is in violation of any present or future municipal, state and federal ordinances, laws, rules and regulations. Lessees understand that it is leasing a portion of the building and that Lessor is utilizing the remaining portion of the building. Lessee agrees that its operations should not interfere with Lessor's operations and use of the building.
8. Parking. Lessor shall provide Lessee with unassigned, unreserved parking in common with all Lessees, throughout the initial term of the Lease. Lessee and Lessee's employees, customers and invitees shall have the right to use non-designated parking spaces.
9. Signage. Lessor and Lessee agree that Lessee may at Lessee's own expense erect and maintain a sign or signs to conduct the purpose for which Lessee is leasing the Premises; provided, however, the location, type and design of all exterior signs shall be agreed to by Lessor. Lessee agrees that prior to the expiration or termination of this Lease, or any renewal or extension thereof, Lessee shall remove such sign or signs and repair any damage to the Premises caused thereby at Lessee's own expense. Further, at any time within thirty (30) days prior to the expiration or termination of this Lease, or any renewal or extension thereof, Lessor shall have the right to place upon any part of the Premises "For Rent" or "For Lease" signs that Lessor may select.

10. Condition of Premises & Repairs. Lessee agrees that Lessee has examined the Premises prior to the commencement date and acknowledges receipt of the Premises in good order, repair, and that no representation or warranty as to the condition or repair of the Premises has been made by Lessor. Lessee further agrees that upon the termination or expiration of this Lease, or any renewal or extension thereof, Lessee will yield up peaceably the Premises to Lessor in as good order, repair, and condition as when the same were entered upon by Lessee, loss by fire or inevitable accident, damage by the elements, and reasonable use and wear excepted. Lessee will keep, at Lessee's own expense, the Premises in good order, repair, and condition during the term of this Lease, or any extension or renewal thereof, and will repair and replace promptly, at Lessee's own expense, any and all damage, including, but not limited to, damage to interior roof, walls, floors and foundations, heating and cooling units, plumbing, glass, and all other appurtenances, excluding latent defects, or other defects Lessee cannot see during normal day to day business activities, that may occur from time to time. Lessee hereby waives any and all right to have such repairs or replacements made by Lessor or at Lessor's expense; and Lessee agrees that, if Lessee fails to make such repairs and replacements promptly, or, if such repairs and replacements have not been made within fifteen (15) days after the occurrence of damage, Lessor may, at Lessor's option, make such repairs and replacements, and Lessee hereby agrees to repay the cost thereof to Lessor on demand.

11. Alterations, Additions, and Improvements. Lessee agrees that it shall not make, or suffer, or permit to be made, any alterations, additions, or improvements whatsoever in or around the Premises, without first obtaining the written consent of Lessor. Lessee and Lessor further agree that if such consent is given, it shall be subject to the express conditions that: (i) any and all alterations, additions, and improvements shall be done at Lessee's own expense and in accordance and compliance with all applicable municipal, state, and federal ordinances, laws, rules, and regulations, (ii) no liens of mechanics, materialmen, labors, architects, artisans, contractors, sub-contractors, or any other lien of any kind whatsoever shall be created against or imposed upon the Premises, or any part thereof, (iii) Lessee shall indemnify and hold harmless Lessor from any and all liability and claims for damages of every kind and nature which might be made, or from judgments rendered, against Lessor or against the Premises on account of or arising out of such alterations, additions, or improvements, and (iv) any and all alterations, additions, and improvements (except signs, shelving, movable furniture and equipment not affixed to the roof, walls, or floors) made in accordance with this Section, whether or not attached to the roof, walls, floors, foundations, or the premises in any manner whatsoever, shall immediately merge and become a permanent part of the realty, and any and all interests of the Lessee therein shall immediately vest in Lessor, and all such alterations, additions, and improvements shall remain on the Premises and shall not be removed by Lessee at the termination or expiration of this Lease. The parties agree that signs, shelving, moveable furniture and equipment not affixed to the roof, walls, or floors, shall be removed by Lessee at Lessee's expense on or before the expiration or termination of the Lease, and Lessee shall repair any damage

caused thereby at Lessee's own expense, such that the premises shall be in as good order, repair, and condition as when the same were entered upon by Lessee.

12. Lessor's Right of Entry. Lessee agrees that Lessor, Lessor's heirs, personal representatives, assigns, agents and successors in interest shall have the right at any time, upon reasonable notice to Lessee during normal business hours, except during an emergency when notice is not required, to enter upon the Premises to inspect the same and to make any and all improvements, alterations, and additions of any kind whatsoever upon the Premises.

13. Requirements of Public Authority. Lessee agrees that during the term of this Lease, Lessee shall, at its own cost and expense, promptly observe and comply with all present and future municipal, state, and federal ordinances, laws, rules, and regulations affecting the Premises or appurtenances thereto, or any part thereof, as it applies to Lessee's use of the Premises, whether the same are in force and effect at the time of the commencement of the term of this Lease or may in the future be passed, enacted, or directed (collectively "Laws"). Lessee shall pay all costs, expenses, liabilities, losses, damages, fines, penalties, claims, and demands, including reasonable attorney fees, which may in any manner arise out of or be imposed because of the failure of Lessee to comply with the covenants and agreements of this Section. Further, Lessee hereby agrees that if Lessee fails to comply promptly with any Laws, Lessor may, at Lessor's option, after written notice to Lessee, and at a time as may be reasonably necessary to cure the default, take such actions as may be necessary to comply with Laws. Lessee hereby agrees and covenants to repay Lessor on demand the cost incurred by Lessor by taking such action. In no event shall Lessee be required to perform alterations required by law unless the requirement for same arises out of Lessee's particular manner of use of the Premises as opposed to use by lessees generally.

14. No Assignment or Subletting. Lessee agrees that neither Lessee nor Lessee's heirs, personal representatives, permitted assigns, or successors in interest shall assign this Lease or sublet the Premises, in whole or in part, without first obtaining the written consent of Lessor, therefore. No assignment of this Lease or any subletting of the Premises, in whole or in part, shall be valid, except by and with the written consent of Lessor first obtained. The consent of Lessor to any such assignment or subletting shall not operate to discharge Lessee or Lessee's heirs, personal representatives, permitted assigns, or successors in interest from their liability pursuant to this Lease. Lessee, Lessee's personal representatives, permitted assigns or sublettees, and successors in interest shall remain liable for the full and complete performance of all of the terms, conditions, covenants, and agreements herein contained as principals and not as guarantors or sureties, to the same extent as though no assignment or Lease had been made. Any consent of Lessor to any such assignment or subletting shall not operate as consent to further assignment or subletting or as a waiver of this Section. Following any such assignment or subletting, the permitted assignee and/or sublettee shall be bound by all of the terms, conditions, covenants, and agreements herein contained including the covenant against assignment and subletting. Notwithstanding anything to the contrary in this Section, assignment or the

subletting to any parent, subsidiary or affiliated company of Lessee shall not require Lessor's written consent.

15. Insurance. Lessee agrees to carry and maintain in full force and effect during the term of this Lease, and any extension or renewal thereof, at Lessee's expense, occurrence-based liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to Lessor, with limits of coverage of not less than \$1,000,000.00 for each person and \$1,000,000.00 in the aggregate for bodily injury or death liability for each accident, and \$200,000.00 for property damage liability for each accident, for the benefit of both Lessee and Lessor, as an additional insured, as protection against all liability claims arising from the Premises. Lessee agrees to deliver certificates evidencing said insurance coverage to Lessor not less than ten (10) days prior to the commencement date, and to give Lessor not less than ten (10) days' written notice informing Lessor of the expiration of any such policy. Fire and extended coverage insurance upon all buildings, alterations, and improvements upon the Premises shall be provided for by Lessor, and fire and extended coverage insurance upon all of the contents and other personal property situated upon the Premises shall be provided for by Lessee. It is understood and agreed by the parties that certificates evidencing said insurance coverage shall be exchanged by the parties at the beginning of the term of this Lease, or as soon thereafter as practicable, and that the party who is responsible for paying the premiums on each policy of fire and extended coverage insurance shall give the other party not less than ten (10) days' written notice informing the other party of the expiration of any such policy.
16. Termination. It is expressly understood and agreed between the parties hereto, that if the rent, or any part thereof, shall be in arrears or unpaid after ten (10) days' written notice from Lessor to Lessee of late payment whereon the same ought to be paid as aforesaid, or if default shall be made in any of the covenants or agreements herein contained provided, then Lessee shall be in default and the term ended. However, if the nature of Lessee's default is such that more than (30) days are reasonably required to cure, then such default shall be deemed cured if Lessee commences such performance within said thirty (30) day period and thereafter diligently completes the required action within a reasonable time to be kept by Lessee. If a default occurs, Lessor shall have the right to re-enter the Premises, or any part thereof, to expel, remove, and put out the Lessee, or any other person or persons occupying the Premises, using such force as may be necessary in so doing, and to repossess and enjoy the Premises again as in its first and former state, and to retain for any rent that may be due thereon any property belonging to Lessee, whether or not the same be exempt from execution and distress by law. Lessee in that case hereby waives all legal rights which Lessee now has or may have, to hold or retain any such property under any exemption laws now or hereafter in force in the State of New Mexico, or in any other way.

It is the intent of the parties hereto to hereby recognize in Lessor, Lessor's heirs, personal representatives, assigns, or successors in interest, a valid first lien as provided by the laws of New Mexico, upon any and all goods, chattels, and other property belonging to Lessee

and located in the Premises, as security for the payment of said rent and fulfillment of the faithful performance of the agreements, covenants, terms, and conditions hereof as herein provided, anything hereinbefore mentioned to the contrary notwithstanding. And if at any time said terms shall be ended at such election of Lessor, Lessor's heirs, personal representatives, assigns, or successors in interest, as aforesaid, or in any other way, Lessee, Lessee's heirs, personal representatives, permitted assigns, or successors in interest, do hereby covenant and agree to surrender and deliver up the Premises and property peaceably to Lessor, Lessor's heirs, personal representatives, assigns, or successors in interest, immediately upon the termination of said term as aforesaid. If Lessee shall remain in possession of the same ten (10) days after notice of such default, or after the termination of the Lease in any of the ways above named, Lessee shall be deemed guilty of a forcible detainer of said premises under the laws of New Mexico and shall be subject to all the conditions and provisions above named, and shall also be subject to eviction and removal forcible or otherwise, with or without process of law as above stated.

Further, it agreed between the parties hereto that at any time after any such termination, the Lessor may relet the Premises, or any part thereof, in the name of the Lessor or otherwise, for such term and on such conditions as the Lessor, in Lessor's sole and absolute discretion, may determine, and may collect and receive the rent therefore. Moreover, in the event Lessor relets the Premises, or any part thereof, it is explicitly understood and agreed by and between the parties hereto that the term may be greater or lesser than the period which would otherwise have constituted the balance of the term of this Lease, and the conditions may include free rent or other concessions which may be reasonably required to induce another party to lease the Premises. Notwithstanding anything herein to the contrary, the Lessor shall use its best efforts to mitigate its damages, or any losses incurred by Lessor as a result of Lessee's default and shall in no way be responsible or liable for any failure to collect any rent due upon such reletting. It is also agreed by the parties that no such termination of this Lease shall relieve the Lessee of its liabilities and obligations under this Lease, and such liabilities and obligations shall survive any such termination. In the event of any such termination, whether or not the Premises, or any part thereof, shall have been relet, the net present value of the balance of the rent discounted at six (6%) percent which would be due and payable for the remainder of the term of this Lease, if this Lease were still in effect, less the net proceeds of any reletting, after deducting from the net proceeds all of the Lessor's expenses in connection with such reletting, including, without limitation, all repossession costs, un-amortized brokerage commissions, legal expenses, reasonable attorney's fees, reasonable alterations costs, shall become due and payable, as and for liquidated damages of the Lessee's default.

Nothing herein contained, however, shall limit or prejudice the right of Lessor to prove for and obtain as liquidated damages by reason of such termination, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, such damages are to be proved, whether or not such amount is greater than, equal to, or less than, the amount of the difference referred to above, and

whether or not such amount is immediately or otherwise due and payable. Further, it is agreed by the parties hereto, that in addition to other remedies provided for in this Lease, the Lessor shall be entitled to restraint by injunction of the violation, or attempted or threatened violation, of any agreement or covenant of this Lease, or to a decree specifically compelling performance of any such agreement or covenant. It is further agreed by the parties hereto, that the Lessee shall pay and discharge all costs, reasonable attorney's fees, and expenses incurred by Lessor, Lessor's heirs, personal representatives, assigns, or successors in interest, in enforcing the covenants of this Lease, or incurred by Lessor in pursuing any or all remedies which are or may be available hereunder or allowed at law or in equity, or incurred by Lessor in connection with reletting the Premises. It is further covenanted that Lessee may terminate the lease as long as Lessee gives Lessor one hundred and twenty (120) day notice of such intention.

17. Holding Over. Lessee agrees with Lessors that no holding over by Lessee after the expiration of this Lease, or any renewal or extension thereof, whether with or without the consent of Lessor, shall operate to extend or renew this Lease, and that any such holding over shall be construed as a tenancy from month to month at the monthly rental of 115% of the amount which shall have been payable at the time immediately prior to when such holding over shall have commenced, and such tenancy shall be subject to all the terms, conditions, covenants, and agreements of this Lease.
18. Remedies. The specified remedies to which the Lessor may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which the Lessor may be lawfully entitled in case of any breach or threatened breach by the Lessee of any of the agreements and covenants herein contained.
19. Destruction of Premises. Lessee agrees that if at any time during the term of this Lease, or any extension or renewal thereof, the Premises is totally or partially destroyed by fire, flood, earthquake, or other calamity, then Lessor shall have the option to rebuild or repair the building or buildings, and any alterations, additions, or improvements on the Premises, in as good condition as they were immediately prior to such calamity. However, Lessee agrees that such rebuilding or repairs shall commence within a period of thirty days after notice in writing to Lessor of such destruction or damage. In such case, a just and proportionate part of the rental herein specified shall be abated until the Premises have been rebuilt and repaired. In this case, however, Lessor, within thirty days following notice in writing to Lessor of such damage, elects not to rebuild or repair the Premises, Lessor shall so notify Lessee and, thereupon, this Lease shall terminate and become null and void. Moreover, in no event, shall Lessor have any duty or obligation to rebuild or repair any signs, shelving, moveable furniture, equipment not affixed to the roof, walls, or floors as a permanent part of the realty, or any other personal property owned or leased by the Lessee and used to carry out the purpose for which Lessee is leasing the demised premises. In the event that within thirty (30) days of the casualty Lessor is unable to represent to Lessee, in good faith, that the Premises will be restored within ninety (90) days after the casualty and

provide evidence thereof reasonably satisfactory to Lessee, Lessee shall be permitted to terminate the Lease upon notice given not later than thirty (30) days following the receipt by Lessee of a certificate from Lessor stating Lessor's good faith estimate of the time required for restoration. If restoration is not completed within the ninety (90) day period, Lessee may terminate this Lease, such termination right available to Lessee only until completion of said restoration, by giving thirty (30) days' written notice thereof to Lessor.

20. Bankruptcy and Condemnation. Lessee agrees that if Lessee makes an assignment for the benefit of creditors or is adjudged a bankrupt, either by voluntary or involuntary proceedings, or if otherwise a receiver or trustee is appointed by a court of competent jurisdiction for Lessee because of any insolvency, or any execution, attachment, or replevin, or other court order is issued against the Lessee or any of Lessee's property, whereby the Premises or any building or buildings, or alterations, additions, or improvements thereon, shall be taken or occupied or attempted to be taken or occupied by someone other than the Lessee, the occurrence of any such event shall be deemed a breach of this Lease, and, in such event, Lessor shall have the option to forthwith terminate this Lease and to re-enter the Premises and take possession thereof. Lessee shall quit and surrender peaceably the Premises to Lessor. In no event shall this Lease be deemed an asset of Lessee after the assignment for the benefit of creditors, the adjudication in bankruptcy, the appointment of a receiver or trustee, or the issuance of a Writ of Execution, a Writ of Attachment, a Writ of Replevin, or other court order against Lessee or Lessee's property whereby the Premises or any building or buildings, or alterations, additions, or improvements thereon, shall be taken or occupied or attempted to be taken or occupied by someone other than the Lessee. Further, Lessee hereby covenants that in the event the Premises, or any part thereof, shall be taken for any public or quasi-public use under any statute or by right of eminent domain, this Lease shall automatically terminate, as to the part so taken, as of the date possession it is taken, and the rent reserved shall be adjusted so that Lessee shall be required to pay for the remainder of the term that portion of the rent reserved proportionately to the Premises remaining after the taking for public or quasi-public use. All damages and payments resulting from the taking for public or quasi-public use of the Premises shall accrue to and belong to Lessor, and Lessee shall have no right to any part thereof. Notwithstanding anything herein contained to the contrary, if in the event that the portion of the Premises so taken or condemned in lieu thereof in the sole reasonable judgment of the Lessee materially affects the Premises for which it was originally leased by Lessee, then Lessee shall have the right to terminate this Lease by serving written notice to Lessor with no further obligations by the parties.
21. Notices. Any and all notices required or permitted to be given hereunder shall be considered to have been given if in writing and deprovided herein respective party designated below upon the date of such personal delivery, or upon a date three (3) days following the mailing of any such notice by certified or registered mail, return receipt requested, addressed to the respective party at the respective address set forth above, or at

such other address as either party may furnish the other for this purpose by written notification delivered or mailed to the party as herein provided.

22. Reformation and Severability. In case any provision of this Agreement shall be invalid, illegal or unenforceable, it shall, to the extent possible, be modified in such manner as to be valid, legal and enforceable but so as to most nearly retain the intent of the parties, and if such modification is not possible, such provision shall be severed from this Agreement, and in either case the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.
23. No Waivers. Lessee agrees that the delay or omission in the enforcement of any of the agreements and covenants herein contained, or in the exercise of any of Lessor's rights hereunder, shall not affect the duty of the Lessee to thereafter faithfully fulfill and perform all of the agreements and covenants herein contained, and that the failure, neglect, or omission of Lessor to terminate this Lease for any one or more breaches of any agreements and covenants hereof, shall not be deemed a consent by Lessor of such breach and shall not impede, impair, stop, bar, or prevent Lessor from thereafter terminating this Lease, either for such violation, or for prior or subsequent violations of any covenant or agreement hereof.
24. Promise to Execute Further Documents. The parties agree to execute and deliver any instruments in writing necessary to conduct any agreement, covenant, term, condition, or assurance in this Lease whenever an occasion arises and request for such an instrument shall be made.
25. Choice of Law and Venue. This Agreement shall be construed and enforced exclusively pursuant to the laws of the State of New Mexico. The parties also agree that the venue of any action to enforce the provisions of this Agreement, or any document executed in connection with this Agreement, shall be in Las Cruces, New Mexico. The parties agree that they will not contest the choice of law and venue provisions in this paragraph.
26. Prior Agreement. This Agreement supersedes and is in lieu of any and all other prior agreements between the parties relating to the leasing of the property and any such agreements are hereby terminated and deemed of no further force or effect.
27. Amendments. It is understood and agreed by the parties that this Lease shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed by their duly authorized representatives.

Tresco, Inc. (Lessor)

Southwestern Area Workforce Development
Board (Lessee)

By: Sylvia A. Samaniego

By: Jacqueline Fryar

Print Name: Sylvia Samaniego

Print Name: Jacqueline Fryar

Title: President & CEO

Title: SAWDB Chair

Date: 7/30/26

Date: 08/01/2026



SERVING

CATRON COUNTY DOÑA ANA COUNTY GRANT COUNTY
HIDALGO COUNTY LUNA COUNTY SIERRA COUNTY SOCORRO COUNTY

600 Hwy. 195, Ste. C PO Box 1072 Elephant Butte, New Mexico 87935
P: 575-744-4857 F: 575-744-5021

June 1, 2026

Joe Gardea

70southinv@gmail.com

RE: Notice of Intent to Continue Tenancy and Negotiate Lease Renewal Property Located at 1500 Appaloosa Dr. Suite A160, Sunland Park, NM

Dear Mr. Gardea

Pursuant to Sections 3 and 4 of the Lease Agreement dated July 1, 2019, this letter serves as formal notice that the Lessee desires to continue occupancy of the leased premises following the expiration of the current lease term on June 30, 2026, and to enter into negotiations regarding a renewal lease.

In accordance with the renewal provisions of the lease, the Lessee requests that the tenancy continue on a month-to-month basis effective July 1, 2026, while the parties negotiate and finalize a new lease agreement. During this interim period, the Lessee proposes that all terms and conditions of the current lease remain in effect, including the current rental rate and all other rights and obligations of the parties, unless otherwise agreed to in writing.

This extension will allow for uninterrupted operations and continued delivery of services while providing sufficient time for the parties to negotiate a mutually acceptable renewal agreement.

If this arrangement is acceptable, please indicate your agreement by signing below and returning a copy of this letter. Upon mutual agreement, the parties will continue discussions toward execution of a new lease agreement.

We appreciate our longstanding partnership and look forward to continuing our tenancy at the property.

Sincerely,

Jacqueline Fryer

Jacqueline Fryer, Board Chair

AGREED AND ACCEPTED:

Joe Gardea

Joe Gardea

Date

www.employnm.com

*Proclamation for
National Disability Employment Awareness Month
October 2026*

WHEREAS, October 2026 marks the 81st anniversary of National Disability Employment Awareness Month; and

WHEREAS, the purpose of Disability Employment Awareness Month is to celebrate the contributions of the nation's workers with disabilities and showcase supportive policies and practices that benefit employees and employers alike; and

WHEREAS, this year's theme is Celebrating Value and Talent; and

WHEREAS, New Mexicans with disabilities are a significant untapped resource, with a range of skills and abilities to help businesses grow; and

WHEREAS, New Mexico employers can reap the value and talent of people with disabilities, who are skilled, loyal, and committed to their success; and

WHEREAS, workplaces that appreciate the talents of all people—including people with disabilities—are a critical part of our efforts to build a welcoming community and strong economy; and

WHEREAS, several local, county, and state agencies and stakeholder organizations are joining together to highlight the value and talent that people with disabilities add to our workplaces and communities and affirm their commitment to increase access and opportunities in the workforce for all; and

WHEREAS, the New Mexico Division of Vocational Rehabilitation has offices in the Southwestern Workforce Development Region that assist individuals with disabilities in achieving their employment goals; and

WHEREAS, outreach, hiring events, and other National Disability Employment Awareness Month activities are taking place throughout the state during October;

NOW THEREFORE, be it resolved that the Region IV, Chief Elected Officials, does hereby proclaim October 2026 as "Disability Employment Awareness Month" in the Southwestern Workforce Development Region and

BE IT FURTHER RESOLVED that the Region IV CEOs in Coordination Southwestern Area Workforce Development Board will work throughout the year to support the recruitment, hiring, retention, and employment advancement of individuals with disabilities within our region who seek equal opportunity to participate in the workforce.

Commissioner Chris Ponce, Chair

Date



SAWDB

Action Items

**~~CAN~~ SOUTHWESTERN AREA
WORKFORCE DEVELOPMENT BOARD**

**On-the-Job Training
Policy 17-03.65**

Effective Date

~~September 11, 2026~~ August 14, 2025

Applicability

This policy applies to the Southwestern Area Workforce Development Board's Administrative Entity and Board's (SAWDB) Adult, Dislocated Worker, and Youth service providers that develop, approve, administer, monitor, or reimburse providing On-the-Job Training contracts. training. OJT is an allowable activity for youth, but should be discouraged when it conflicts with educational goals and achievements.

Purpose

This policy establishes requirements for the Southwestern Area Workforce Development Board (SAWDB) and its service providers when delivering On-the-Job Training (OJT) under the Workforce Innovation and Opportunity Act (WIOA). OJT provides eligible WIOA participants with occupational training while they are employed and engaged in productive work. The training must provide the knowledge and skills essential to full and adequate performance of the occupation and must be designed to result in long-term, unsubsidized employment.

Priority of service for Adult funds shall be provided in accordance with applicable federal, state, and local requirements, including TEGL 3-15, as applicable.

For purposes of this policy, OJT has the meaning in WIOA section 3(44): training by an employer that is provided to a paid participant while engaged in productive work in a job that provides knowledge or skills essential to full and adequate performance of the job, reimburses the employer for the extraordinary costs of training and additional supervision related to the training, and is limited in duration as appropriate to the occupation and the participant's prior work experience and service strategy.

OJT is an allowable activity for eligible Youth participants; however, providers shall document that the OJT supports the participant's educational and employment goals and does not interfere with required educational activities.

This rule establishes requirements for the SAWDB in delivering On-the-Job training services under the Workforce Innovation & Opportunity Act (WIOA). Priority of service for Adult funds must be given as defined in TEGL 3-15.

Background

On the job training (OJT) provides WIOA participants with the opportunity to receive training while employed and to be paid wages and benefits comparable to those of other similar positions. OJT also allows employers to be reimbursed for a percentage of the wages paid to WIOA participants who are engaged in productive work.

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Participant Eligibility

An individual must meet all applicable WIOA eligibility and training-service requirements before an OJT contract begins. The participant must be enrolled in WIOA prior to the start of OJT and must be determined to need training to obtain or retain employment at a self-sufficient wage, as applicable under WIOA and SAWDB policy. OJT services shall be provided by an employer or a registered apprenticeship program sponsor in the public, private non-profit or private for-profit sector with payment for WIOA participant(s) engaged in productive work that OJT services must meet the following program, participant, employer, reimbursement, duration, documentation, retention, and allowable cost requirements:

- Meet all applicable WIOA eligibility requirements and requirements for training services.
- Be enrolled in WIOA before the OJT contract begins.
- Be determined to need training based on an assessment of skills, employment goals, and the Individual Employment Plan (IEP).
- Be determined to be unemployed or underemployed.
- Be determined to be an appropriate candidate for the occupation and employer, with the determination documented in the IEP or case file.
- Have a documented skills gap or other training need that the OJT is designed to address.

An official employer orientation shall be provided and documented before the OJT contract period begins, including review of OJT contract, training plan, progress report/invoice forms, and contact information;

Provides knowledge or skills essential to full and adequate performance of the job;

Provides reimbursement to the employer of up to 75% of the participant's wage rate (excluding benefits) for the extraordinary costs of providing training; for employers with 50 or fewer employees and up to 50% for employers with fifty-one (51) or more employees as defined in CFR 680.730 is limited in duration as appropriate to the occupation and considering the individual's prior work experience and employment development plan; must also be no less than 160 hours; and

Prepares the participant for long term, unsubsidized employment;

Any individual referred to a center by an employer (commonly referred to as a "reverse referral") shall go through the system in the same manner as other job seekers and be determined to be eligible and in need of training in order to participate in OJT.

Reverse referrals do not bypass the workforce system. An individual referred by an employer must be processed in the same manner as other job seekers and must be determined eligible for WIOA services and in need of OJT before participation.

Program and Job Requirements

OJT shall be provided under a written contract with an employer or registered apprenticeship program sponsor in the public, private nonprofit, or private for-profit sector, consistent with applicable WIOA requirements. Each contract shall be developed for a specific participant and employer. OJT contracts may be procured through noncompetitive negotiation when allowed, and the contract file must document how the reimbursement amount was determined.

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- ~~OJT must provide knowledge or skills essential to full and adequate job performance.~~
- ~~OJT must address a documented participant skills gap and be consistent with the participant's IEP.~~
- ~~The position must provide a reasonable expectation of continued unsubsidized employment after successful completion of training.~~
- ~~Contracts generally should be for permanent, full-time employment; the standard for full-time employment may vary by occupation, industry, or participant circumstances.~~
- ~~Contracts shall not be written for seasonal, intermittent, or other temporary employment.~~
- ~~Contracts shall not involve payment in the form of commissions, tips, or similar compensation.~~
- ~~Occupations should require actual occupational training; OJT should not be used where training is unnecessary to perform the position.~~
- ~~An employer's financial condition, layoffs, relocation, labor disputes, labor-market conditions, industry outlook, and prior OJT performance may be considered when determining employer viability.~~
- ~~An OJT contract may not be entered into with an employer that has exhibited a pattern of failing to provide continued long-term employment of nine months or longer to prior OJT participants. The service provider must consider whether the OJT participant quit voluntarily, was terminated for cause, or if business conditions changed the employment opportunity with the employer.~~
- ~~An OJT contract shall not be written with an employer that has relocated within the previous 120 days when the relocation resulted in the loss of employment for any employee at the original location, consistent with WIOA and applicable implementing requirements.~~
- ~~An OJT contract shall not subsidize employment involving the construction, operation, or maintenance of any part of a facility used or intended for sectarian instruction or religious worship, except as permitted by applicable Federal law.~~
- ~~SAWDB shall make efforts to ensure that OJT occupations and positions provide adults and dislocated workers the opportunity to become self-sufficient, as defined in the local four-year plan.~~
- ~~Service providers must have adequate internal controls, such as a participant roster with estimated earnings or another system, to determine whether an OJT contract can be issued for less than their Median Earnings performance measure. This ensures that the overall negotiated performance measure for Median Earnings is being met.~~

OJT Training, as defined by the WIOA, who are unemployed or underemployed and additionally meet ALL the following:

- A. ~~All eligibility requirements for WIOA and Training services~~
- B. ~~Enrollment into WIOA prior to beginning the OJT contract~~
- C. ~~Determined to need training to meet a self-sufficient level of income~~
- D. ~~Determined to be a good candidate for the position described in the Individual Employment Plan~~

~~WIOA mandates that training services for OJT training be provided with a contract.~~

- A. ~~Each OJT contract shall be designed for a particular participant and employer. Procurement of OJT contracts is conducted through non-competitive negotiations. Documentation detailing how the price was derived must be developed and maintained in contract.~~

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- ~~B. Contracts shall not be written for seasonal, intermittent, or other types of temporary employment and must not involve payment in the form of a commission, tip, or similar kinds of payments. Occupations that have not traditionally required specific occupational training as a prerequisite for performance, such as porters, janitors, stackers, laborers, etc. Generally, contracts should be written for full time employment; the standard for what constitutes "full time" employment may vary depending on the occupation, industry, or needs of the participant.~~
- ~~C. OJT contracts may be issued within the local area in any occupation where an employer provides employment and training in a permanent, full time position with a reasonable expectation of retention in unsubsidized employment upon successful completion of training.~~
- ~~D. Service providers must have adequate internal controls, such as a participant roster with their estimated earnings or another system, to determine whether an OJT contract can be issued for less than their "Median Earnings" performance measure. This ensures that the overall negotiated performance measure for "Median Earnings" is being met.~~
- ~~E. The local workforce development board shall make efforts to ensure that the occupations and positions are those which afford adults and dislocated workers the opportunity to become self sufficient, as defined in the local four year plan.~~

~~The service provider shall ensure that OJT contracts are not written with employers who have had two or more previous OJTs and exhibited a pattern of failing to provide participants with continued, long term (9 months or longer) employment as regular employees with wages and working conditions the same as other employees. The service provider must consider whether the OJT participant quit voluntarily, was fired for cause or if business conditions changed the employment opportunities with the employer. Employers may be sanctioned and determined ineligible for no less than 6 months, but not longer than 18 months. Employers may appeal the service provider decisions following WIOA Program Complaint Resolution Procedures.~~

~~The service provider must ensure that OJT contracts are not written with employers which have relocated within the last 120 days and dislocated workers at their previous location.~~

~~The service provider shall ensure that OJT contracts are not written with employers in which the participants will be employed to carry out the construction, operation, or maintenance of any part of a facility that is used or to be used for sectarian instruction or as a place for religious worship.~~

~~OJT contracts may also be written for eligible employed workers. An eligible employed worker is an individual who is job attached but needs skills upgrades and is not earning a self sufficient wage as determined by the SAWDB. Contracts must relate to the introduction of new technologies, new production or service procedures, upgrading to new jobs that require additional skills, and workplace literacy.~~

~~If a participant receives an upgrade, the AE and/or the Service Providers must provide proof that an upgrade to position and wages has occurred. This may entail receiving documents from the OJT provider and the participant. This documentation must be uploaded to NMJobs in the participant's file.~~

Employer Requirements

Before execution of an OJT contract, the service provider shall complete an employer review and orientation. The employer must demonstrate its ability and willingness to comply with the contract, training plan, reimbursement, recordkeeping, monitoring, and retention requirements.

- Provide an appropriate training environment, qualified supervision, and training consistent with the approved training plan.
- Pay the participant the employer's usual entrance wage for the occupation, which must not be less than applicable federal, state, or local minimum wage requirements.
- Provide wages, benefits, and working conditions comparable to similarly situated employees performing the same or substantially similar work.
- Maintain accurate time, attendance, payroll, and personnel records supporting reimbursement.
- Submit required progress reports, invoices, timesheets, pay stubs, and other supporting documentation timely.
- Comply with applicable equal employment opportunity, nondiscrimination, workers' compensation, unemployment insurance, debarment and suspension, and drug-free workplace requirements.
- Permit SAWDB, its designee, and authorized state and federal representatives to monitor and review OJT records.
- Cooperate with monitoring, auditing, verification, and corrective-action activities.
- Comply with the participant retention requirement established in the OJT contract.
- Certify that no immediate family member of the participant will directly supervise the participant or be responsible for evaluating performance, approving timesheets/payroll, or authorizing reimbursement documentation.

The service provider shall verify and document the employer's unemployment insurance good standing before execution of the OJT contract through the process established by NMDWS.

Reimbursement Limits

OJT payments are intended to compensate the employer for the extraordinary costs associated with training participants and potentially lower productivity during training. The standard reimbursement rate is up to 50 percent of the participant's wage rate, excluding fringe benefits.

SAWDB may authorize reimbursement above 50 percent and up to 75 percent when the requirements of applicable federal regulations and SAWDB policy are met. The decision to exceed 50 percent must consider and document the applicable factors, including participant characteristics, employer size, quality of employer-provided training and advancement opportunities, and other factors permitted by 20 CFR 680.730.

For this policy, the maximum reimbursement rate is:

- Up to 75 percent for employers with 50 or fewer employees, when the required higher-rate factors are documented; and
- Up to 50 percent for employers with 51 or more employees, unless a higher rate is separately authorized under applicable federal/state/local authority.

The executed OJT contract must identify the approved reimbursement percentage, participant wage rate, maximum reimbursable training hours, and maximum reimbursement amount. Reimbursement may not exceed the amount authorized in the executed contract.

The service provider shall maintain documentation supporting any reimbursement rate above 50 percent. The employer is not required to separately document extraordinary costs unless otherwise required by SAWDB, state, or federal policy.

OJT Duration and Training Hours

The OJT contract shall be limited to the period reasonably required for the participant to become proficient in the occupation. When developing the training plan, the service provider shall consider the occupation's skill requirements, the participant's academic and occupational skill level, prior work experience, assessment results, IEP, and documented skills gap. The training plan shall identify measurable competencies and completion criteria demonstrating occupational proficiency.

The minimum standard OJT duration is 160 training hours. The maximum standard duration is 1,040 training hours. A documented exception may permit training to exceed 1,040 hours when necessary for an individual with a documented disability to obtain the skills necessary for the occupation, subject to applicable approval requirements.

The training plan must identify the skills and competencies to be learned, the anticipated training hours, the training methods, and the criteria for successful completion. Training hours must be consistent with the approved contract.

The SAWDB SVP (Specific Vocational Preparation) schedule currently used for planning purposes is:

<u>SVP</u>	<u>Maximum Planning Hours</u>
<u>2</u>	<u>160</u>
<u>3</u>	<u>320</u>
<u>4</u>	<u>640</u>
<u>5</u>	<u>800</u>
<u>6</u>	<u>960</u>
<u>7</u>	<u>1,040</u>

The SVP schedule is a planning tool and does not replace the participant-specific skills-gap determination or the requirement that the contract be limited to the time needed for proficiency.

Retention Requirements

OJT must be structured to result in long-term, unsubsidized employment. Before contract execution, the service provider shall document the employer's reasonable expectation of retaining the participant after successful completion of training.

The OJT contract shall state the required post-training retention period and the employer's obligation to retain the participant as a regular, unsubsidized employee at wages, benefits, and working conditions comparable to similarly situated employees, consistent with applicable federal, state, and SAWDB requirements.

For employer eligibility and future OJT contracting decisions, the service provider shall review prior OJT retention history. An employer that has exhibited a pattern of failing to provide continued long-term employment of nine months or longer to prior OJT participants may be determined ineligible for future OJT contracts after the service provider considers whether a participant voluntarily quit, was terminated for cause, or lost the position because business conditions changed, in accordance with applicable requirements and SAWDB procedures. Employers may be sanctioned and determined ineligible for no less than six months, but not longer than 18 months, for this failure. Employers may appeal the service provider's decision in accordance with WIOA Program Complaint Resolution Procedures.

The policy's use of a nine-month retention history for evaluating prior employer performance shall not be interpreted as establishing the mandatory post-OJT retention period unless that period is separately adopted by SAWDB or required by applicable authority.

Training Orientation

An official employer orientation and participant orientation shall be provided and documented before the OJT contract begins. At a minimum, the orientation should include the following:

The employer orientation shall include, at minimum, review of the OJT contract, training plan, progress-report and invoice requirements, reimbursement procedures, recordkeeping requirements, monitoring expectations, and contact information.

- OJT training plan review;
- Participation and attendance requirements;
- TimesheetTime sheet tracking and payroll verification requirements; including OJT progress report and invoice form;
- Progress report and invoice procedures affecting documentation; information regarding additional services and activities, including supportive services available through the workforce system, to ensure successful participation;
- Available supportive services and other workforce-system services; and
- Expectations for successful completion and continued employment.

Specific Vocational Preparation (SVP) is available either through the O*Net or the NMJobs website <https://www.state.nm.us>. OJT participants allowed with an employer: No more than 50% of the number of the employer's full time workforce at the location where training is to take place may be trained under OJT at any one time. An employer with a regular full time workforce may train one individual under OJT

OJT Training Contract Requirements

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~~The SAWDB shall ensure that OJT contracts must be signed and dated by the required parties before the participant begins training. At a minimum, each the following contract shall include elements:~~

- ~~Job title and job description, using O*NET (<http://onetonline.org>) or another reliable occupational source.~~
- ~~Training plan, curriculum, and any required classroom, adult basic education, or vocational training identified through assessment.~~
- ~~Participant hourly wage rate and maximum approved training hours.~~
- ~~Applicable wage increases based on successful completion of training goals, when provided to similarly situated employees.~~
- ~~Assurance that the employer will not reduce the participant's wage rate after completion of the training contract except as lawfully applied to similarly situated employees.~~
- ~~Approved reimbursement rate and maximum reimbursement amount.~~
- ~~Participant time-off provisions for required WIOA meetings, workshops, classes, or other workforce activities.~~
- ~~Contract duration and training completion criteria.~~
- ~~Recoupment provisions for overpayments.~~
- ~~Termination provisions for lack of funds, lack of attendance, unsatisfactory progress, failure of the employer to comply with initial or upgraded employment requirements, or other contract noncompliance.~~
- ~~Monitoring and record-review provisions by SAWDB and state and federal staff.~~
- ~~Record-retention requirements.~~
- ~~Identification and reporting of new employees versus eligible employed workers.~~
- ~~Employer payroll and attendance record requirements.~~
- ~~Timely progress report and invoice submission requirements.~~
- ~~Applicable taxpayer identification information needed for payment and tax reporting.~~
- ~~Workers' compensation coverage requirements, when applicable.~~
- ~~Equal employment opportunity and nondiscrimination assurances.~~
- ~~Drug-free workplace requirements.~~
- ~~Debarment and suspension requirements, when applicable.~~
- ~~Program outcome and performance-reporting requirements.~~
- ~~Post-OJT retention requirements.~~
- ~~Signatures and dates of the required parties before the participant begins training.~~
- ~~Other provisions as required by local policies and procedures.~~

- ~~Job description (using O-Net [<http://onetonline.org>] or other source), training online or curriculum, including provision for any required classroom/adult basic education/or vocational training as established by the needs assessment.~~

~~Participant's hourly wage rate and allowable training hours (work zones as noted on O-Net).~~

~~Provision for wage increases based upon successful achievement of training goals as provided to other similar employees, if applicable.~~

~~Provision for assurances not to reduce wage rates after completion of the training contract.~~

~~Agreement on the maximum reimbursement amount and/or allowable training costs.~~

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~~Provisions for participant time off, if necessary, to attend WIOA-sponsored meetings, workshops, classes, or other events.~~

~~Duration of contract.~~

~~A provision for recoupment of overpayments.~~

~~A provision for termination due to lack of funds, lack of participant attendance, or unsatisfactory progress.~~

~~A provision for termination due to failure of the employer to comply with initial or upgraded employment requirements (OJT for employed workers only).~~

~~A provision for allowing SAWDB, their designee, and state and federal staff to monitor and review training records.~~

~~A provision for meeting record retention requirements.~~

~~identification and reporting of new employees versus employed workers (OJT for employed workers only).~~

~~The employer must maintain attendance and payroll records to support requests for reimbursement.~~

~~Provision for the submittal of participant reimbursement/progress evaluations on a timely basis.~~

~~State and federal taxpayer identification numbers for payment of state gross receipt tax and unemployment compensation tax.~~

~~worker's compensation coverage; (not required for exempt employers)~~

~~A provision for equal employment opportunity.~~

~~A provision for a drug-free workplace.~~

~~A provision for debarment and suspension, where applicable.~~

~~A requirement that the service providers report program outcomes.~~

~~A requirement for job retention beyond the training period; and~~

~~Other provisions as required by local policies and procedures.~~

~~Signatures and dates must be on OJT contracts before the participant begins training.~~

~~Reimbursement shall be based on approved~~The reimbursement for training hours actually worked and shall not include illness, holidays, plant downtime, unapproved absences, or other periods when no OJT training occurs. Unless a different schedule is approved under applicable policy, reimbursable hours shall be based on the employer's normal full-time work schedule week, at 30 and shall not exceed 40 hours per week. A reimbursement claim cannot be for when the trainee is absent from training, including illness, holiday, plant downtime, or any other time when no training occurs.

▲ -----
 Note: New employees hired under OJT must, at a minimum, be paid the employer's usual entrance wage rate for the occupation in which they are to be trained and employed, which must not be lower than the federal, state, or local minimum wage rate.

OJT Contract Documentation Requirements

~~The service provider shall maintain a complete OJT file~~Service Providers will use the following forms on employnm.com and upload required them to the participant's file in NMJobs documents to NMJobs in accordance with applicable procedures. Documents shall be signed and dated by the participant, potential employer, and service provider where required.

- OJT Business Contract
- OJT Training Plan and Instructions

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- OJT Training Plan Modification, when applicable
- OJT Pre-Award Checklist
- Employer Assurance and Certification of Workers' Compensation Insurance Coverage, when applicable
- Employer Unemployment Insurance (UI) Good Standing Verification document from the NMDWS UI Tax Support email uitax.support@dws.nm.gov
- OJT Employer Orientation
- OJT Cost Allocation Summary by Program Year
- OJT Contract Assurances
- Participant timesheets and attendance records
- Employer payroll records and pay stubs supporting reimbursement
- Documentation of training completion and final evaluation
- Documentation supporting wage or position upgrades for eligible employed workers
- Documentation of post-OJT employment and retention

Service providers shall ensure that reimbursement claims can be traced from the contract and training plan to the participant's attendance, payroll records, progress report, invoice, and payment.

- OJT Pre-Award Survey Checklist

OJT Employer Contract

OJT Training Plan

OJT Training Plan Modification

OJT Progress Report and Invoice Forms

OJT Contract Assurances

Allowable Costs

OJT reimbursement costs must satisfy the requirements under 2 CFR §§ 200.403–200.405. Each cost must be necessary and reasonable for the Federal award; allocable to the benefiting WIOA program or other cost objective in proportion to the relative benefit received; consistent with applicable limitations and uniformly applied written policies; accorded consistent accounting treatment; determined in accordance with applicable accounting requirements; excluded from use as a cost or cost share under another Federal award; incurred during the authorized period; and adequately documented.

A cost may not be shifted to another award to overcome a funding deficiency or avoid a restriction. When a cost benefits more than one program or activity, the service provider shall use a reasonable, documented allocation methodology based on proportional benefit. Allowable OJT reimbursement is limited to the amount authorized in the executed OJT contract for wages paid to the participant during approved training hours. Reimbursement excludes fringe benefits, paid leave, holidays, illness, plant downtime, unapproved absences, commissions, tips, and periods when no training occurs. Each claim must be supported by required participant timesheets, attendance and payroll records, pay stubs, progress reports, invoices, proof of payment, and any other documentation required by SAWDB, the Administrative Entity, or the service provider, or applicable Federal or State requirements.

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Before approving payment, the service provider shall document review of the claim for allowability, reasonableness, allocability, consistency with the executed contract and training plan, proper funding source and program year, mathematical accuracy, and absence of duplicate reimbursement. Unsupported, unreasonable, unallocable, or otherwise unallowable amounts shall be denied, corrected, or recovered.

OJT Training Duration

The Maximum duration of an OJT contract is 1040 training hours. Determining the length of training should include the following:

- ~~Skill gap is the gap between the skills of a participant and the skills needed for the job.~~

The skill gap will determine the number of training hours for which an employer will be reimbursed. The training plan shall be consistent with the duration of the contract.

Specific Vocational Preparation (SVP) is defined as the amount of time required to learn techniques for a specific job.

Keep in consideration with the OJT provider/employer when coming up with the training plan, they are utilizing skills that would be considered "Skilled" within the number of hours defined as the required time to learn techniques for specific jobs.

Exception: Training can exceed 1040 hours based on the need for individuals with a documented disability to obtain the skills necessary for the job.

SVP	Number of Training hours
2	160
3	320
4	640
5	800
6	960
7	1040

Record Retention and Monitoring

SAWDB, the Administrative Entity, and service providers shall maintain OJT records in accordance with applicable WIOA and award record-retention requirements. Records shall be retained for three program years from the date the participant exits, unless an unresolved audit, monitoring finding, litigation, claim, or other applicable requirement requires a longer period; in that event, records shall be retained through final resolution. SAWDB, the Administrative Entity, or its designee shall monitor OJT contracts through on-site review or another approved method to verify that payroll, time and attendance records, pay stubs, progress reports, invoices, training, wages, hours, benefits, working conditions, allowable costs, and retention requirements are supported and consistent with the executed contract.

In determining an employer's viability for ~~an OJT~~ contract, the service provider shall consider the employer's history with OJT must be considered. The SAWDB may also consider the employer's

~~finances, layoffs, relocation, labor disputes, and occupational and industry outlook, financial condition, layoffs, relocation history, labor disputes, labor-market conditions, industry outlook, and prior OJT performances.~~

~~The SAWDB Administrative Entity and/or service providers shall maintain records supporting OJT contract issuance, funding obligations and expenditures, oversight, participant completion, reimbursement, and retention in accordance with the Record Retention and Monitoring section of this policy.~~

~~SAWDB Administrative Entity and/or Service Providers shall make provisions for the maintenance and retention of all on-the-job training records, including systems of issuance, funding obligations/expenditures, oversight, and completion in accordance with WIOA record retention requirements. Such records shall be retained for a period of three (3) program years from the date the individual participant exits, unless an unresolved audit is pending. In that case, records must be retained until the final resolution of the audit.~~

~~The SAWDB Administrative Entity and/or service providers shall establish and collect relevant performance criteria and program outcomes, ensure career services are available through One-Stop Centers, and provide or arrange appropriate training and technical assistance for staff delivering OJT services. SAWDB Administrative Entity and/or Service Providers shall establish and collect relevant performance criteria/program outcomes for each service provider.~~

~~The SAWDB Administrative Entity and/or the Service Providers shall ensure that career services are made available to individuals in One-Stop Centers.~~

~~SAWDB Administrative Entity and/or the Service Providers shall ensure that selected training providers are afforded appropriate training and technical assistance necessary to deliver the required WIOA services.~~

~~SAWDB Administrative Entity and/or the sService pProviders shall review each OJT contract on-site or through another approved monitoring method to determine that payroll, and time and attendance records, pay stubs, progress reports, and invoices substantiate the amounts claimed for reimbursement and that training, wages, hours, benefits, and working conditions, allowable costs, and retention requirements are provided per the contract.~~

Employer OJT Volume and Conflict Restrictions

Employed Workers

~~OJT contracts may be written for eligible employed workers when the worker is not earning a self-sufficient wage or a wage comparable to the applicable occupation, all OJT requirements are met, and the training relates to the introduction of new technologies, new production or service procedures, upgrading to a new job that requires additional skills, workplace literacy, or another purpose authorized by SAWDB. The service provider shall document the worker's employment status, eligibility, training need, anticipated wage or position upgrade, and the employer's commitment to meet applicable employment and training requirements. Evidence of the completed wage or position upgrade shall be maintained in the participant file and uploaded to NMJobs in accordance with applicable procedures.~~

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No more than 50 percent of an employer's regular full-time workforce at the location where training occurs may be participating in OJT at one time, unless a different limit is authorized by applicable state/federal requirements. An employer with a regular full-time workforce may train at least one individual under OJT.

No immediate family member of an OJT participant may directly supervise the participant or be responsible for evaluating performance, approving timesheets or payroll records, or authorizing reimbursement documentation. Immediate family includes a spouse, child, parent, grandparent, grandchild, sibling, or the corresponding relationship to the participant's spouse.

Administrative Responsibilities and Inquiries

The SAWDB Administrative Entity and service providers shall establish and collect relevant performance criteria and program outcomes, ensure career services are available through One-Stop Centers, and provide or arrange appropriate training and technical assistance for staff and providers delivering OJT services.

Questions regarding this policy should be directed to the SAWDB Administrative Entity at (575) 744-4857.

References and Authority

This policy implements WIOA section 3(44), 29 U.S.C. § 3102(44); 20 CFR §§ 680.700–680.740; and the Uniform Guidance cost principles at 2 CFR §§ 200.403–200.405. SAWDB, the Administrative Entity, and service providers shall also comply with applicable U.S. Department of Labor guidance, New Mexico Department of Workforce Solutions requirements, and the terms and conditions of the funding award. If a controlling requirement conflicts with this policy, the controlling requirement governs and SAWDB shall revise this policy as necessary.
Questions related to this policy should be directed to the Administrative Entity at (575) 744-4857.

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Approval

This policy was reviewed and approved by the SAWDB-Southwestern Area Workforce Development Board on _____, ~~August 14, 2025~~.

 SAWDB Chair

ATTACHMENT A – GLOSSARY

ACTIVE DUTY- means full-time duty in the active military service of the United States. Such term includes full-time training duty, annual training duty, and attendance while in the active military service, at a school designated as a service school by law or by the Secretary of the Military Department concerned. Such a term does not include full-time National Guard duty.

ADULT - Except as otherwise specified in WIOA section 132, the term “adult” means an individual who is age 18 or older.

ATTACHMENT TO THE WORKFORCE-Can be demonstrated by the period of the first four quarters of the most recent five calendar quarters immediately preceding the WIOA application. Verification of workforce attachment is only necessary when an applicant worked for an employer who was not covered under Unemployment Insurance or the applicant was not eligible for UI due to insufficient earnings.

APPLICANT - An individual who applies for training and/or services provided under WIOA through a WIOA grant recipient or sub-recipient.

BASIC SKILLS DEFICIENT - An individual who is unable to compute or solve problems or read, write, or speak English at a level necessary to function on the job, in the individual’s family, or in society. This may also include a lack of computer “literacy”.

a) 20 CFR §681.290

(1) Have English reading, writing, or computing skills at or below the 8th grade level on a

generally accepted standardized test; or

(2) Are unable to compute or solve problems, or read, write, or speak English at a level necessary

to function on the job, in the individual's family, or in society.

(b) The State or Local WDB must establish its policy on paragraph (a)(2) of this section in its

respective State or local plan.

(c) In assessing basic skills, local programs must use assessment instruments that are valid and appropriate for the target population, and must provide reasonable accommodation in the assessment process, if necessary, for individuals with disabilities.

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Document basic skills deficient with one of the following:

- Basic skills assessment questions or test results

ATTACHMENT A – GLOSSARY

- School records
- Referral or records from a Title II Adult Basic Education program
- Referral or records from an English Language Learner program

A youth 18 or older, who was determined to be basic skills deficient for the WIOA Youth Program, may be co-enrolled in the Adult Program without an eligibility redetermination, and be counted as an individual who meets Adult priority of service, if the original determination was made no more than six months before the date of co-enrollment.

Local policy may further define the criteria used to identify and document individuals with basic skills deficiencies.

Note on Standardized Tests: When using formal assessment tests to determine basic skills deficiencies, local programs must use assessment instruments that are valid and appropriate for the target population. They must also provide reasonable accommodations in the assessment process, if necessary, for individuals with disabilities. Additionally, if a standardized test is used to assess basic skills, it should include reading, writing, or computational skills. Lacking soft skills or specific skills needed for a particular job may not be used to assess otherwise high-functioning individuals as being deficient in basic skills. As a result, tests such as Prove-It are generally not suitable for determining basic skills deficiency or computer literacy, as they focus on occupational skills rather than basic skills.

CASE NOTES - Electronic statements by the case manager that identify, at a minimum, the following: a participant's status for a specific data element, the date on which the information was obtained, and the case manager who received the information.

CITIZENSHIP – Designation of an applicant as a citizen of the United States or a lawfully admitted permanent resident alien, lawfully admitted refugee or parolee, and other individuals authorized by the Attorney General to work in the United States. If the applicant indicates that he/she is not a citizen or an “eligible non-citizen,” the applicant is ineligible for WIOA. (Per state statute, an Affidavit of Immigration Status shall be completed as part of the enrollment process for applicants 18 years or older, effective August 1, 2006).

DEPENDENT CHILD – A child, related by blood, marriage, or decree of court, living in a single residence with his/her parent(s) or guardian. When determining the age at which an out-of-school youth can be considered a dependent child of a parent or guardian, use the IRS definition of dependent. (See IRS Publication 501 – Exemption for Dependent)

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Note: If a college student is not claimed as a dependent on anyone else's tax return, they are NOT a dependent child

DISLOCATED WORKER- ELIGIBLE SPOUSE/VETERAN

A. The spouse of a member of the Armed Forces on active duty (as defined in section 101(d)(1) of title 10, United States Code), and who has experienced a loss of employment as a direct result of relocation to accommodate a permanent change in duty station of such member; or

B. is the spouse of a member of the Armed Forces on active duty and who meets the criteria described in the Displaced Homemaker Eligible Spouse definition below; OR

C. Dislocated members of the Armed Forces (service members who are transitioning to the civilian workforce, are within 12 months of separating or 24 months of retirement, expect to be discharged with other than a dishonorable discharge, and are unlikely to return to a previous industry or occupation) as defined in TEGl 22-04: Serving Military Service Members. For this category the DD214 or separation orders may document both the layoff and UI eligible; OR

D. Recently separated veterans who are within 48 months of discharge (other than dishonorable) or release from active military, naval, or air service. For this category, the DD214 may document both the layoff and UI eligible.

DISPLACED HOMEMAKER AND DISPLACED HOMEMAKER- ELIGIBLE SPOUSE – an individual who has been providing unpaid services to family members in the home and who—

A. (i) has been dependent on the income of another family member but is no longer supported by that income; or

(ii) is the dependent spouse of a member of the Armed Forces on active duty (as defined in section 101 (d)(1) of title 10 , United States Code) and whose family income is significantly reduced because of a deployment(as defined in section 991(b) of title 10, United States Code, or pursuant to paragraph (4) of such sections), a call order to active duty pursuant ot a provision of law referred to in section 101(a)(13)(B) of title 10, United States Code, a permanent change of station or the service-connected (as defined in section 101(160 of title 38, United States Code)death of disability of the member; and

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B. is unemployed or underemployed and is experiencing difficulty in obtaining or upgrading employment.

Note: alimony is not considered replacement for lost income

EARLY/FORCED RETIREMENT - Individuals who accept early or forced retirement as part of a reduction in force may be considered to have been terminated or laid off, or received notice of termination or layoff as appropriate. These individuals would be eligible for the WIOA Dislocated Worker program if they retire as a result of a permanent closure of, or any substantial layoff at a plant, facility or enterprise.

ELIGIBLE FOR UNEMPLOYMENT INSURANCE (UI) COMPENSATION - Any individual who:

- (A) Is eligible for or has exhausted entitlement to unemployment compensation; or
- (B) Has been employed for a duration sufficient to demonstrate attachment to the workforce (has a history of working), but is not eligible for unemployment compensation due to insufficient earnings or having performed services for an employer that were not covered under a State unemployment compensation law.

ELIGIBLE MIGRANT FARMWORKER—the term “eligible migrant farmworker” means—

- (A) an eligible seasonal farmworker described below whose agricultural labor requires travel to a job site such that the farmworker is unable to return to a permanent place of residence within the same day; and
- (B) a dependent of the migrant farmworker described in (A).

ELIGIBLE SEASONAL FARMWORKER—the term “eligible seasonal farmworker” means—

- (A) a low-income individual who—
 - (i) for 12 consecutive months out of the 24 months prior to application for the program involved, has been primarily employed in agricultural or fish farming labor that is characterized by chronic unemployment or underemployment; and
 - (ii) faces multiple barriers to economic self-sufficiency; and
- (B) a dependent of the person described in (A).

ENGLISH LANGUAGE LEARNER—WIOA §203(7) / CFR §688.120: The term “English language learner” means an individual who has limited ability in reading, writing, speaking, or comprehending the English language, and—

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- A. Whose native language is a language other than English; or
- B. Who lives in a family or community environment where a language other than English is the dominant language.

Note: Individuals who are English language learners meet the criteria for basic skills deficient.

EXHAUSTED UI COMPENSATION - Has received all of the unemployment compensation benefits for which an individual has been determined eligible.

EX-OFFENDER – Any adult or juvenile who has been subject to any stage of the criminal justice process, for whom services may be beneficial; or who requires assistance in overcoming artificial barriers to employment resulting from a record of arrest or conviction. An Out-of-School Youth may have been subject to either the juvenile or adult justice system.

FAMILY – Two or more persons related by blood, marriage (common law or ceremonial), civil union, or decree of court, who are living in a single residence, and are included in one or more of the following categories:

- A. A married couple and dependent children.
- B. A parent or guardian and dependent children.
- C. A married couple, meaning:
 - A husband and wife; or
 - Two individuals of the same sex, who are legally married, or in a civil union;

FAMILY INCOME – Family income includes total 6 months cash receipts before taxes (i.e. Gross wages) from all sources as defined in “Family” above, except:

- A. If the applicant reports little or no includable income, s/he shall indicate other resources relied upon for life support during the last six months on the Applicant Statement. Such resources may include such things as unpaid debts, gifts, loans, unemployment compensation, etc.
- B. In addition, when a Federal statute specifically provides that income or payments received under such statute shall be excluded in determining eligibility for and the level

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of benefits received under any other federal statute, such income or payments shall be excluded in WIOA eligibility determinations.

INCOME (Includable):

- Money wages and salaries (gross wages) before any deductions;
- Net receipts from non-farm self-employment (receipts from a person's own unincorporated business, professional enterprise, or partnership after deductions for business expense);
- Net receipts from farm self-employment (receipts from a farm which one operates as an owner, renter, or sharecropper, after deductions for farm operating expenses);
- Regular payments from Social Security, including SSDI (Social Security Disability Insurance), railroad retirement, strike benefits from union funds, worker's compensation, training stipend, and death benefits
- Alimony;
- Military family allotments (including Hazardous Duty Incentive Pay) or other regular support from an absent family member or someone not living in the household;
- Pensions (retirements) whether private, government employee (including military retirement pay);
- Regular insurance or annuity payments;
- College or university grants, fellowships and assistantships;
- Dividends, interest, net rental income or royalties, periodic receipts from estates or trusts;
- Net gambling or lottery winnings.
- Unemployment compensation;
- Child support payments, including foster care child payments;
- Old-age survivors' insurance benefits

INCOME (Excludable):

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- Welfare payments (including Temporary Assistance for Needy Families (TANF), Supplemental Security Income (SSI), Refugee Cash Assistance (RCA). (Note: General Assistance (GA) became obsolete with welfare reform, and is not an eligible category);
- Financial assistance under Title IV of the Higher Education Act, i.e., Pell Grants, Federal Supplemental Education Opportunity Grants and Federal Work Study. PLUS, Stafford and Perkins loans like any other kind of loan are debt and not income;
- Needs-based scholarship assistance; state & private grant aid;
- Military pay or allowances while the veteran or transitioning military member was on active military duty; and certain other veteran's benefits, i.e., compensation for service-connected disability, compensation for service-connected death, vocational rehabilitation, and education assistance;
- Capital gains;
- Any assets drawn down as withdrawals from a bank, sale of property, a house or a car;
- Tax refunds, gifts, loans, lump-sum inheritances, one-time insurance payments, or compensation for injury;
- Non-cash benefits such as employer paid fringe benefits, food or housing received in lieu of wages, Medicare, Medicaid, USDA Food Stamps, school meals, and housing assistance;
- ALL WIOA payments, excluding OJT wages.

FARM/RANCH WORKER (applies to self-employed category) - A person who is self-employed or employed by another, on a farm or ranch which produces agricultural products and who receives at least 50% of their family or individual income from agricultural production.

FOSTER CARE YOUTH – A youth 14-18 years of age on whose behalf state or local government payments (excluding OASI) are made. This may include youth who have been made a ward of the state by a court, including those in the following categories:

- Youth in State institutions
- Youth in Community Group Homes

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- Youth in Foster Homes

WIOA also defines a foster care youth as an individual in foster care, or who has aged out of the foster care system, or who has attained 16 years of age and left foster care for kinship, guardianship or adoption; a child eligible for assistance under sec. 477 of the Social Security Act (42 U.S.C. 677); or in an out-of-home placement. This definition encompasses youth who were formerly in foster care, but may have returned to their families before turning 18.

For Adults: an individual who was previously in foster care or aged out of foster care.

GENERAL ECONOMIC CONDITIONS - Conditions that cause an individual to lose a business include, but are not limited to:

- Failure of one or more businesses to which the self-employed individual supplied a substantial proportion of products or services; or
- Failure of one or more businesses from which the self-employed individual obtained a substantial proportion of products or services; or
- Substantial layoffs, or permanent closure(s) of one or more plants or facilities that support a significant portion of the State or local economy; or
- Depressed price(s) or market(s) for the article(s) produced by the self-employed individual.

HOMELESS PERSON – An individual who meets any of the following criteria:

(A) lacks a fixed, regular, and adequate nighttime residence; this includes a participant who:

- Is sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason;
- Is living in a motel, hotel, trailer park, or campground due to a lack of alternative adequate accommodations;
- Is living in an emergency or transitional shelter;
- Is abandoned in a hospital; or
- Is awaiting foster care placement;

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(B) Has a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, such as a car, park, abandoned building, bus or train station, airport, or camping ground;

(C) Is a migratory child who in the preceding 36 months was required to move from one school district to another due to changes in the parent's or parent's spouse's seasonal employment in agriculture, dairy or fishing work; or

(D) is under 18 years of age and absents himself or herself from home or place of legal residence without the permission of his or her family (i.e runaway youth)

EXCLUSION – The term “homeless” or “homeless individual” does not include any individual imprisoned or otherwise detained pursuant to an Act of Congress or a State law.

A homeless individual who meets the above criteria is presumed to be low-income for purposes of eligibility under the WIOA unless demonstrated otherwise. Refer to the Steward B. McKinney Assistance Act (PL100-77).

INDIVIDUAL – (Family of one) – A person not meeting the definition of family is considered to be an individual. Youth aged 18 years and older living with parents or other family member(s) shall document individual status by completing the Applicant Statement form verifying that status.

INDIVIDUAL WITH A BARRIER TO EMPLOYMENT - An individual who is a member of 1 or more of the following populations:

- Displaced homemakers; Low-income, Indians, Alaska Natives, and Native Hawaiians (as defined in section 166); Individuals with disabilities, including youth who are individuals with disabilities;
- Older individuals, Ex- offenders, Homeless (as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e- 2(6))), or homeless children and youths (as defined in section 725(2) of the McKinley-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)));
- Youth who are in or have aged out of the foster care system;
- Individuals who are English language learners, individuals who have low levels of literacy, and individuals facing substantial cultural barriers;
- Eligible migrant and seasonal farmworkers (as defined in section 167 (i));

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- Individuals within 2 years of exhausting lifetime eligibility under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq);
- Long-term unemployed individuals; and other groups the Governor involved determines to have barriers to employment.

INDIVIDUAL WITH A DISABILITY – the term “individual with a disability” means an individual with a disability as defined in section 3 of the Americans with Disabilities Act of 1990 (42 U.S.C. 12102), as follows:

A. Disability: The term “disability” means, with respect to an individual—

1. a physical or mental impairment that substantially limits one or more major life activities of such individual;
2. a record of such an impairment; or
3. being regarded as having such an impairment (as described in paragraph (3)).

B. Major life activities

1. In general: For purposes of paragraph (1), major life activities include, but are not limited to, caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, and working.

2. Major bodily functions: For purposes of paragraph (1), a major life activity also includes the operation of a major bodily function, including but not limited to, functions of the immune system, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, and reproductive functions.

C. Regarded as having such an impairment: For purposes of paragraph (1)(C):

1. An individual meets the requirement of “being regarded as having such an impairment” if the individual establishes that he or she has been subjected to an action prohibited under this chapter because of an actual or perceived physical or mental impairment whether or not the impairment limits or is perceived to limit a major life activity.
2. Paragraph (1)(C) shall not apply to impairments that are transitory & minor. A transitory impairment has an actual or expected duration of 6 months or less.

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Note: An Individual with a Disability may be eligible based on the family of one income guideline. NMJobs data entry shall still include the accurate dollar amounts for individual 6-month and (estimated) family 6 months as well as the accurate number of family members. Do **not** leave the family 6-month income field blank, and do not enter 01 for the number in the family unless the Individual with a Disability meets the criteria of an “Individual,” as shown above. NMJobs will use the fields necessary to figure out the individual income for the Individual with a Disability.

JOB OF DISLOCATION - The economic dislocation of an individual as described in the WIOA Dislocated Worker program implies the existence of a job of dislocation. The job of dislocation is the job that qualifies the individual under one of the eligibility categories.

- Under the categories for Plant Closing/Substantial Layoff and Layoff/UI/Unlikely to Return, the job of dislocation is the job from which the applicant has been laid off. The general guideline for classifying the job of dislocation is interim jobs are considered to be temporary.
- For a self-employed individual, evidence that the business has been lost verifies a job of dislocation. The general guideline is to identify the job or pattern of jobs that defines the true job of dislocation. The job of dislocation should include the job title and the name of the business (or industry). Often, the variance in wages can help to distinguish the job of dislocation from other temporary employment. For a self-employed individual, evidence that the business has closed (or is in the process of closing) or business financial records show a major decline in profits can help verify the job of dislocation.

LIMITED ENGLISH PROFICIENCY (LEP) – means individuals who do not speak English as their primary language and who have a limited ability to read, speak, write or understand English. (20 CFR §641.140)

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LIVING IN A SINGLE RESIDENCE

- Temporary, voluntary residence elsewhere – an individual is included in a single residence if they are temporarily and voluntarily living outside of the residence. This may include individuals attending school or college, or visiting relatives. It does not include involuntary temporary residence elsewhere (i.e. incarceration or placement as a result of a court order).
- Temporary, involuntary residence elsewhere – an individual is NOT included in a single residence if they are temporarily and involuntarily living outside of the

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residence. This may include individuals who are incarcerated or placed as a result of a court order.

Note: A person not meeting the definition of family is considered to be an individual (family of one). Individuals ordinarily included in the definition of family, but no longer claiming to be dependent shall complete an applicant statement attesting to individual status. Such statements should be corroborated by the head of household in which the individual resides. (S)He shall also show source of his/her support. The individual shall provide over 50% of his/her support to be considered a family of one. Income tax records are also a good source of documentation to support that the youth is not claimed by the parents. Youth aged 18 years and more, see “Individual” definition.

LOW-INCOME INDIVIDUAL — The term “low-income individual” means an individual who—

1. (a)Receives, or in the past 6 months has received, or is a member of a family that is receiving or in the past 6 months has received, assistance through the supplemental nutrition assistance program (SNAP – food stamps) established under the Food and Nutrition Act of 2008 (7 U.S.C. 2011 et seq.), the program of block grants to States for temporary assistance for needy families program under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.), or the supplemental security income program established under title XVI of the Social Security Act (42 U.S.C. 1381 et seq.), or other federal, state or local income-based public assistance; or
- (b)Receives, or in the past 6 months has received, or is a member of a family that is receiving or in the past 6 months has received Refugee Cash Assistance, LIHEAP, Section 8 Housing, or CCAP (Child Care Assistance Program) payments;
2. Is in a family with a total family income that does not exceed the higher of—
 - a. the poverty line; or
 - b. 70 percent of the lower living standard income level; or
3. Is a homeless individual (as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e–2(6))), or a homeless child or youth (as defined under section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a (2))); or

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4. Receives or is eligible to receive a free or reduced-price lunch under the Richard B. Russell National School Lunch Act (42 U.S.C. 1751 et seq.);
5. For Adults: Was previously a foster child (or aged out of the foster care system) on behalf of whom State or local government payments were made; or
6. Is an individual with a disability whose own income meets the income requirement of #2, but who is a member of a family whose income does not meet this requirement; or For the Adult Program, this can be an individual 18-21 years old and still attending secondary school or the parent of an in-school youth who is eligible for the lunch program.(The Community/School/School District Eligibility Provision of the Act may **not** be utilized; only the individual eligibility provision may be used.)

NOTE: Use of item 7 for Adult Priority of Service is now approved. Per the USDOL ETA Only Final PIRL (Participant Individual Record Layout)

PIRL 802 – Low Income (WIOA)

The Department has determined that the parents of youth who are eligible to receive free and reduced-price lunches are eligible to be served under the low-income priority provisions in the Adult program. However, the Department has determined that the parents of a youth living in a high-poverty area are NOT eligible to be served under the Adult low-income priority.

8. Underemployed individuals who are employed full- or part-time may also be eligible for the Adult priority if they also meet the definition of a low-income individual.

A youth 18 or older, who was determined low-income for the WIOA Title I Youth Program, may be co-enrolled in the Title I Adult Program without an eligibility redetermination, and be counted as an individual who meets Adult priority of service if the original determination was made no more than 6 months prior to the date of co-enrollment.

LOWER LIVING STANDARD INCOME LEVEL —The term “lower living standard income level” means that income level (adjusted for regional, metropolitan, urban, and rural differences and family size) determined annually by the Secretary of Labor based on the most recent lower living family budget issued by the Secretary of Labor in the Federal Register. (DWS issues annual memo)

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NATURAL DISASTERS - Natural disasters that cause unemployment for a self-employed individual include hurricanes, ~~tornados, storms, floods, high water, wind-driven water, tidal waves, tsunamis, earthquakes, volcanic eruptions, landslides, mudslides, avalanches, droughts, fires, explosion, snow storm~~tornadoes, storms, floods, high water, wind-driven water, tidal waves, tsunamis, earthquakes, volcanic eruptions, landslides, mudslides, avalanches, droughts, fires, explosions, snowstorms, or other catastrophes.

OLDER INDIVIDUAL — The term “older individual” means an individual age 55 or older.

PARTICIPANT - (20 CFR 677.150)- is a reportable individual who has received services other than the services described in paragraph (a)(3) of this section, after satisfying all applicable programmatic requirements for the provision of services, such as eligibility determination.

PLANT CLOSING - The permanent shutdown of a plant, business or facility.

POVERTY LINE-The term “poverty line” means the poverty line (as defined by the Office of Management and Budget, and revised annually in accordance with section 673(2) of the Community Services Block Grant Act (42 U.S.C. 9902(2))) applicable to a family of the size involved.

PREVIOUS OCCUPATION/INDUSTRY - For the purposes of WIOA Dislocated Worker program eligibility, previous occupation or industry relates directly to the job of dislocation.

PRIMARY OCCUPATION- Occupation in which an individual has had the most experience, and/or most training, and/or which the individual prefers, and/or one in which the individual has remained for an extended period without seeking more appropriate employment (new primary occupation).

PUBLIC ANNOUNCEMENT- The process by which a plant, facility, or enterprise makes the general public aware of its permanent closure. The announcement must include a projected closure date and be verifiable.

PUBLIC ASSISTANCE-The term “public assistance” means federal, state, or local government cash payments for which a needs or income test determines eligibility. (i.e. TANF, Refugee Cash Assistance, Supplemental Security Income, LEAP, Title 8 Housing, or CCAP – Child Care Assistance Program). Note: Supplemental Security Disability Income (SSDI) is not considered cash welfare and does not make a person automatically eligible for WIOA.

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SELF-EMPLOYED- Any professional, independent tradesperson, or other business person who works for him/herself. Such a person may or may not be incorporated or in a limited partnership. A family member who provides professional services in the affected business of at least 15 hours per week and receives a salary or wage from the self-employed individual may also be considered self-employed. Self-employed may also include employment as a farmer, rancher, or fisherman.

SELF-ATTESTATION- Self-attestation occurs when a participant states his or her status for a particular data element and signs and dates a form acknowledging this status. The key elements for self-attestation are:

- (a) the participant identifying his or her status for permitted elements; and
- (b) signing and dating a form attesting to this self-identification.

The form and signature can be on paper or in the state management information system, with an online signature, and may only be used as a last resort.

SERVICE CONNECTED DISABILITY- means, with respect to disability or death, that such disability was incurred or aggravated or that the death resulted from a disability incurred or aggravated in the line of duty in the active military, naval, or air service.

SINGLE PARENT – a single, separated, divorced, or widowed individual who has responsibility for one or more dependent children under age 18, or a single pregnant woman.

STOP – GAP EMPLOYED - The WIOA dislocated worker program regulations specify that an eligible dislocated worker remains eligible if, either prior to or during participation in a training program he/she accepts temporary employment for the purpose of income maintenance and with the intention of ending the temporary employment and entering permanent employment at the completion of training. The concept of "stop-gap" employment is intended to help define and clarify this type of temporary employment, and to help prevent arbitrary decisions of eligibility/ineligibility.

First, stop-gap employment may be applied to all dislocated workers, whatever their category of eligibility, whether plant closure/ substantial layoff, individual layoff, or other.

Second, it is clear that dislocated workers may accept stop-gap employment for a variety of reasons other than the maintenance of income during training; for example,

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many do not know at that point that training is available. However, when learning that training is available, the applicant for WIOA dislocated worker retraining may then consider his/her employment.

temporary. In such cases, it is best to use the "rules of thumb" to determine if employment can be considered "stop-gap" when such an individual applies for the WIOA dislocated worker retraining: for example does it pay less than 80% of the earnings at dislocation, and/or does it require a far lesser skill level than the job of dislocation or is it out of the "primary" occupation, and/or does it offer less than 80% of the weekly hours of the job of dislocation (e.g. less than 32 hours compared to a previous 40 hours per week)?

Individuals who are **Underemployed** can be considered as having stop-gap employment.

Third, the employment should not constitute a new primary occupation for the dislocated worker. Some guidelines that may be helpful in determining this are:

- 1) Is there a demand in the area for the individual's previous occupation (making it likely that he/she would have returned to it if not interested in starting a new primary occupation);
- 2) Has the individual made verifiable efforts to seek more permanent and appropriate employment;
- 3) Does the individual need retraining in order to gain appropriate employment that is comparable to the job of dislocation in terms of skill level and earnings; and,
- 4) How long has the individual held the stop-gap employment (suggesting that a year or more in an occupation that is comparable in hours, skill, and pay to the job of dislocation is probably a new primary occupation, particularly if the individual has conducted no serious job search)? (See definition of Primary Occupation)

SUBSTANTIAL LAYOFF: A substantial layoff is any reduction-in-force which is not the result of a plant closing and which results in an employment loss at a single site of employment for at least 25 percent of the employees (excluding employees regularly working less than 20 hours per week).

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NOTE: Permission to use a copy of the State Rapid Response report should be obtained from the local Rapid Response coordinator and/or a local supervisor to ensure the confidentiality of this document.

TEMPORARY EMPLOYEES: An applicant cannot be automatically disqualified for WIOA Dislocated Worker program enrollment because the job of dislocation was not considered a permanent position. An employee under a temporary contract, or placed by a temporary employment agency with an employer may be made eligible under the same category as regular employees of the company (substantial layoff, plant closing). Temporary employees directly under contract with the company are considered eligible as are regular employees if a layoff or closing caused their dislocation. If a closing or substantial layoff did not cause the dislocation, the applicant must be shown to be unlikely to return (UI or the temporary agency can confirm). However, temporary employees who are unemployed because the project or undertaking for which they were hired has been completed are not considered Dislocated Workers.

CONTRACTED EMPLOYEES - Employees working within a set contract (not through a temporary agency) that ends on schedule are not eligible for the WIOA Dislocated Worker program. If the job ends prior to the set contract end date and the applicant is not at fault for the separation, they are considered to have a job of dislocation.

UC ELIGIBLE STATUS-

1. A person who:

- (a) filed a claim and has been determined monetarily eligible for benefit payments under one or more State or Federal Unemployment Compensation (UC) programs and whose benefit year or compensation, by reason of an extended duration period, has not ended and who has not exhausted his/her benefit rights, and
- b) was referred based on participation in the Reemployment Services and Eligibility Assessment (RESEA) program.

2. A person who:

- (a) filed a claim and has been determined eligible for benefit payments under one or more State or Federal Unemployment Compensation (UC) programs and whose benefit year or compensation, by reason of an extended duration period, has not ended and who has not exhausted his/her benefit rights, and

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(b) was referred to service through the state's Worker Profiling and Reemployment Services (WPRS) system.

3. A person who meets condition 2 (a) described above, but was not referred to service through the state's WPRS system or the RESEA program.

4. The person meets condition 2(a), but has exhausted all UC benefit rights for which he/she has been determined eligible, including extended supplemental benefit rights.

5. The person is a claimant who is exempt from normal work search requirements according to state law and does not have to perform work search activities.

6. Has been employed for a duration sufficient to demonstrate, to the appropriate entity at a one-stop center, attachment to the workforce (has a history of working), but is not eligible for unemployment compensation due to insufficient earnings or having performed services for an employer that was not covered under a State unemployment compensation law (mainly used for employees of the agricultural industry). Such individuals may document wages paid by submitting pay stubs or bank statements or providing letters from their employers or other proof of their work history. The period of time documented may match the UI monetarily eligible period of the first four of the last five calendar quarters.

UI MONETARY ELIGIBILITY – Individuals earned at least \$2,500 during the first four out of the last five calendar quarters (UI base period)

UNLIKELY TO RETURN TO PREVIOUS INDUSTRY OR OCCUPATION -

- **Skill Oversupply** - State or local supply of persons with the specific skills of the applicant exceeds current demand for those skills; or
- **Obsolete Skills** - Applicants can no longer meet the minimum requirements of jobs available in their occupation (e.g., a clerical worker without word processing skills, etc.). Limited number of employers in the state in a certain occupation; or
- **Only Stop-Gap Available** - Jobs available to the applicant would be temporary or substantially below the applicant's accustomed skill, hour, or wage level (see stop-gap); or

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- **No Job Offers Received** - Applicant has been available and looking for work for a number of weeks and has not received an offer for work; "number of weeks" might range from 6 to 12 weeks, depending upon the occupation, economy, and/or applicant's verified job search efforts.; or
- **Local Layoff Impact** - A local plant or business closing or layoff has had a significant negative impact on the availability of jobs in the applicant's primary occupation and accustomed wage/hour/skill level; or
- **Declining Occupation** - Unemployed and their most recent job is on a declining occupation list as defined by the SAWDB; or (The Board defines Declining Occupation as a job that was in decline for the last five years or the occupation has been growing at a rate of less than 7% over the last five years.
- **Physical Limitations or Disabilities** - Newly acquired physical limitations or injuries that limit the individual's ability to perform the job from which they were dislocated may make an individual unlikely to return to the previous occupation. Such individuals are eligible if they fit one of the categories of the WIOA Dislocated Worker program eligibility, but must have a doctor's release to work;

Doctors note stating that the individual can no longer perform the previous occupation for medical reasons or medical records showing the individual's present or past disability or a self-attestation form in which the individual states the nature of the disability.

UNDEREMPLOYED - is an individual who is:

- Employed less than full-time but is seeking full-time employment; or
- Employed in a position that is inadequate with respect to their skills and training; or
- Employed and meets the definition of low-income; or
- Employed, but whose current job's earnings are not sufficient compared to their earnings from their job of dislocation.

ATTACHMENT B – ADULT WORKER ELIGIBILITY

Documentation Checklist

Eligibility	Required Documentation
Right to work in the U.S. (1 is required) Note: a Document Inspection Form may be used for any of these required documents for this eligibility element <u>Except as otherwise in WIOA section 132, the term “adult” means an individual who is 18 years of age or older</u>	○ Social security Card and Real ID-compliant Driver’s License or other government-issued picture ID containing a photograph or information such as name, DOB, gender, height, eye color, and address. (If under 18 years old and does not have a Driver’s License, may use school record, work permit, or doctor/hospital record with signed Social Security Card.) ○ I-9 is complete, including a signature from an authorized employer of the designee. ○ U.S. Passport (expired or unexpired) ○ Permanent Resident Card or Alien Registration Receipt Card (Form I-551) ○ An unexpired foreign passport with a temporary I-551 stamp ○ An unexpired Employment Authorization Document that contains a Photograph (Form I-766) ○ An unexpired foreign passport with Form I-94 or I-94A bearing the same name as the passport and containing an endorsement of the alien’s nonimmigrant status, as long as the period of the endorsement has not yet expired, and the proposed employment is not in conflict with any restrictions or limitations identified on the form. ○ Original or Certified copy of a Birth Certificate by a state, county, municipal authority, or territory of the U.S. bearing an official seal (Document Inspection Form is Allowed) ○ Certification of Birth Abroad (Form DS-1350) issued by the Department of State ○ Public Assistance/Social Service Records ○ DD-214, Report of Transfer or Discharge (if place of birth is shown) ○ Hospital Record of Birth ○ T-visa issued to victims of human trafficking (See Attachment 9: TEGL 09-12) ○ Naturalization Certification ○ Certificate of Degree of Indian Blood ○ Unexpired U.S. Citizen Card (Form I-197) ○ Native American Tribal Document
Selective Service (1 is required for those required to register)	○ Screen printout of the online verification at www.sss.gov ○ Acknowledgement Letter from Selective Service ○ Selective Service Verification Form (For 3A) ○ Selective Service Registration Card ○ Stamped Post Office Receipt of Registration ○ DD-214 Certificate of Release or Discharge from Active Duty

ATTACHMENT B – ADULT WORKER ELIGIBILITY

Social Security Number (This is not required for eligibility, but must be requested and validated. A Document Inspection Form may be used for any required documents for this element.)	○ DD-214 ○ Letter from Social Security Agency ○ Pay Stub ○ Employment Records ○ Social Security Benefits ○ Social Security Card ○ W-2 Form ○ Letter/Printout from Social Security Office ○ Public Assistance Record/Printout ○ UI Wage Report ○ Passport ○ Other Federal or State ID with SSN ○ Signed Copy of State or Federal Tax Documents
Age (1 is required)	○ Baptismal Record ○ Birth Certificate ○ Driver's License ○ Federal, State, or Local photo ID ○ DD-214 Certification of Discharge or from Active Duty ○ Passport ○ Hospital Record of Birth ○ Public Assistance/Social Service Record ○ School Records or ID Card ○ Work Permit ○ Tribal Records ○ Self-Attestation (Self-Service Only)
Adult Priority of Service <i>Adult Priority</i> <i>With respect to funds allocated to a local area for adult employment and training activities, priority shall be given to recipients of public assistance, other low-income individuals, and individuals who</i>	<i>Low-Income and Public Assistance</i> ○ Pay Stubs ○ Employer Statement: written or telephone verification. ○ Alimony Agreement ○ Award Letter from Veteran's Administration ○ Bank Statements ○ Compensation Award Letter ○ Court Award Letter ○ Pension Statement ○ Family or business financial records ○ Housing Authority verification ○ Social Security benefits Verification/Records ○ Public Assistance records ○ UI documents ○ Quarterly estimated tax (self-employed persons)

ATTACHMENT B – ADULT WORKER ELIGIBILITY

<i>are basic skills deficient for receipt of career training services</i> (2)(A) or (3) of WIOA section 133 (b) WIOA section 134(b)(2)(A)(xii) and training services	<i>Skills Deficient</i> ○ Basic Skills assessment questions or test results ○ Referral/records from Title II Adult Basic Ed Program ○ Referral records from English Language Learner Program
Self Sufficiency <i>(Employed Workers Only)</i>	○ Copy of recent paycheck or paystub ○ Employer letter or other document describing the customer's current wage rate

ATTACHMENT B – ADULT WORKER ELIGIBILITY

Eligibility Documentation Requirements to Establish Identity and Employment Authorization

(For persons ages 18 and over: WIOA §132)

****NOTE: All documents must be current (unexpired) and legible**

LIST A Documents that Establish Identity and Employment Authorization	OR	LIST B Documents that Establish Identity AND	LIST C Documents that Establish Employment Authorization
1. U.S. Passport or U.S. Passport Card		1. Driver's license or ID card issued by a State or outlying possession of the United States, provided it contains a photograph or information such as name, date of Birth, sex height, eye color, and address	1. A Social Security Account Number card, unless the card includes one of the following restrictions: (1) NOT VALID FOR EMPLOYMENT (2) VALID FOR WORK ONLY WITH INS AUTHORIZATION (3) VALID FOR WORK ONLY WITH DHS AUTHORIZATION
2. Permanent Resident Card or Alien Registration Receipt Card (Form I-551)		2. ID card issued by federal, state, or local government agencies or entities, provided it contains a photograph or information such as name, date of birth, sex, height, eye color, and address	
3. Foreign passport that contains a temporary I-551 stamp or a temporary I-551 printed notation on a machine-readable immigrant visa		3. School ID card with a photograph	2. Certification of report of birth issued by the Department of State (Forms DS-1350, FS-545, FS-240)
4. Employment Authorization Document that contains a photograph (Form I-766)		4. Voter's registration card	3. Original or certified copy of birth certificate issued by a State, county, municipal authority, or territory of the United States bearing an official seal
5. For an individual temporarily authorized to work for a specific employer because of his or her status or parole: a. Foreign passport; and b. Form I-94 or Form I-94A that has the following: (1) The same name as the passport; and (2) An endorsement of the individual's status or parole as long as that period of endorsement has not yet expired and the proposed employment is not in conflict with any restrictions or limitations identified on the form.		5. U.S. Military card or draft record	4. Native American tribal document
		6. Military dependents' ID card	5. U.S. Citizen ID Card (Form I-197)
		7. U.S. Coast Guard Merchant Mariner Card	
		8. Native American tribal document	
		9. Driver's license issued by a Canadian government authority	6. Identification Card for Use of Resident Citizen in the United States (Form I-179)
		For persons under age 18 who are unable to present a document listed above	7. Employment authorization document issued by the Department of Homeland Security
		10. School record or report card	For any examples, see Section 7 and Section 13 of the M-274 on uscis.gov/i-9-central .
		11. Clinic, doctor, or hospital record	The Form I-766, Employment Authorization Document, is a List A, Item Number 4 document, not a List C document.
		12. Day-care or nursery school record	
Acceptable Receipts			
May be presented in lieu of a document listed above for a temporary period. For receipt validity dates, see the M-274.			
- Receipt for a replacement of a lost, stolen, or damaged List A document. - Form I-94 issued to a lawful permanent resident that contains an I-551 stamp and a photograph of the individual. - Form I-94 with "RE" notation or refugee stamp issued to a refugee.	OR	Receipt for a replacement of a lost, stolen, or damaged List B document.	Receipt for a replacement of a lost, stolen, or damaged List C document.

ATTACHMENT B – ADULT WORKER ELIGIBILITY

Selective Service Registration	♦ Selective Service acknowledgment letter ♦ Selective Service Verification Form (Form 3A) ♦ Selective Service Registration Card	♦ Stamped Post Office Receipt of Registration ♦ DD-214, Certificate of Release or Discharge from Active Duty ♦ Screen printout of the online verification (http://www.sss.gov)
NOTE: Per TEGL 09-12, The Role of the Workforce Investment System in the Delivery of Services for Victims of Trafficking, operators may not deny WIOA-funded services to victims of severe forms of human trafficking based on their immigration status		

Everything in Red above is being redacted, and everything below the is replacing it per the updated policy from the state.

ATTACHMENT C – DISLOCATED WORKER ELIGIBILITY

Documentation Checklist

Eligibility	Required Documentation
Citizenship/Alien Status/Right to Work in the U.S. Note: a Document Inspection Form may be used for any of these required documents for this Eligibility element.	○ Social security Card and Real ID-compliant Driver's License or other government-issued picture ID containing a photograph or information such as name, DOB, gender, height, eye color, and address. (If under 18 years old and does not have a Driver's License, may use school record, work permit, or doctor/hospital record with signed Social Security Card.) ○ I-9 is complete, including a signature from an authorized employer of the designee. ○ U.S. Passport (expired or unexpired) ○ Permanent Resident Card or Alien Registration Receipt Card (Form I-551) ○ An unexpired foreign passport with a temporary I-551 stamp ○ An unexpired Employment Authorization Document that contains a Photograph (Form I-766) ○ An unexpired foreign passport with Form I-94 or I-94A bearing the same name as the passport and containing an endorsement of the alien's nonimmigrant status, as long as the period of the endorsement has not yet expired, and the proposed employment is not in conflict with any restrictions or limitations identified on the form. ○ Original or Certified copy of a Birth Certificate by a state, county, municipal authority, or territory of the U.S. bearing an official seal (Document Inspection Form is Allowed) ○ Certification of Birth Abroad (Form DS-1350) issued by the Department of State ○ Public Assistance/Social Service Records ○ DD-214, Report of Transfer or Discharge (if place of birth is shown) ○ Hospital Record of Birth ○ T-visa issued to victims of human trafficking (See Attachment 9: TEGL 09-12) ○ Naturalization Certification ○ Certificate of Degree of Indian Blood ○ Unexpired U.S. Citizen Card (Form I-197) ○ Native American Tribal Document
Social Security Number (This is not required for eligibility but	○ DD-214 ○ Letter from Social Security Agency ○ Pay Stub ○ Employment Records ○ Social Security Benefits ○ Social Security Card

ATTACHMENT C – DISLOCATED WORKER ELIGIBILITY

must be requested and validated. A Document Inspection Form may be used for any required documents for this element.)	○ W-2 Form ○ Letter/Printout from Social Security Office ○ Public Assistance Record/Printout ○ UI Wage Report ○ Passport ○ Other Federal or State ID with SSN ○ Signed Copy of State or Federal Tax Documents
Age (1 is required) Note: The individual does not have to be 18 years old or older	○ Baptismal Record ○ Birth Certificate ○ Driver's License ○ Federal, State, or Local photo ID ○ DD-214 Certification of Discharge or from Active Duty ○ Passport ○ Hospital Record of Birth ○ Public Assistance/Social Service Record ○ School Records or ID Card ○ Work Permit ○ Tribal Records ○ Self-Attestation (Self-Service Only)
Selective Service (1 is required for those required to register)	○ Screen printout of the online verification at www.sss.gov ○ Acknowledgement Letter from Selective Service ○ Selective Service Verification Form (For 3A) ○ Selective Service Registration Card ○ Stamped Post Office Receipt of Registration ○ DD-214 Certificate of Release or Discharge from Active Duty

ATTACHMENT C – DISLOCATED WORKER ELIGIBILITY

Category 1

Laid off/terminated (or received notice of layoff/termination), eligible/exhausted unemployment, and unlikely to return to previous industry/occupation

ALL THREE CIRCUMSTANCES MUST BE DOCUMENTED

Note: Job of dislocation—the economic dislocation of an individual, as described in the WIOA Dislocated Worker program, implies the existence of a job dislocation. The job of dislocation is the job that qualifies the individual under one of the eligibility categories.

- 1.) Terminated or laid off or received notice of termination or layoff from employment

AND

- 2.) Is eligible for or exhausted entitlement to Unemployment Compensation; or has been employed for a duration sufficient to demonstrate to the appropriate entity at a one-stop center referred to in section 121€ attachment to the workforce, but is not eligible for unemployment due to insufficient earnings or having performed services for an employer that were not covered under a state unemployment compensation law;

AND

- 3.) Is unlikely to return to the previous industry or occupation

Terminated or laid off-

- DD-214 with other than dishonorable discharge
- Layoff letter from the employer or union with the date of dislocation
- Layoff closure notice with the date of dislocation
- State Rapid Response Report or Early Intervention e-mail
- Public layoff notice with UI data cross-match
- UI Notice of Decision
- Out-of-state UI benefits a monetary eligible document
- Paystub with date of dislocation
- UI Wage Claim Screen

Eligible for or exhausted-

- Applicant's Unemployment Notices
- UI Monetary Eligibility
- UI Notice of Decision
- Out-of-state UI benefits a monetary eligible document

Unlikely to return to previous industry or occupation-

- 1. Skill Oversupply-
- 2. Obsolete Skills-
- 3. Only Stop-Gap Available-
- 4. No Jobs Offers Received-
- 5. Local Layoff Impact-
- 6. Declining Occupation-
- 7. Physical Limitations or Disabilities-

ATTACHMENT C – DISLOCATED WORKER ELIGIBILITY

Category 2**Plant Closing/Substantial Layoff****TWO CIRCUMSTANCES MUST BE DOCUMENTED**

1.) The fact that the business closed

OR

2.) A substantial layoff occurred, and the applicant worked there

Has been terminated or laid off, or has received notice of termination or layoff from employment as a result of any permanent closure of or substantial layoff at a plant facility or enterprise;

OR

Is employed at a facility at which the employer has made a general announcement that such facility will close within 180 days;

OR

To be eligible to receive services other than training services, career services, or supportive services, one must be employed at a facility where the employer has made a general announcement that the facility will close.

Business Closure-

- WARN notice that meets the definition of closing or substantial layoff at a plant, facility, or enterprise
- Letter from employer or union that indicates a closing or substantial layoff
- Rapid Response Unit Early Intervention Notice or Fact Sheet that indicates closing or substantial layoff
- Unemployment Notice which lists closing as the reason for separation
- Media announcement in which the company officials state that plant, facility, or enterprise will close within 180 days or more

Worksite Attachment-

- Letter from Employer
- Telephone Verification (STAFF)
- Payroll documents
- UI Wage Data Screen

ATTACHMENT C – DISLOCATED WORKER ELIGIBILITY

Category 3 Previously self-employed but unemployed due to economic conditions or natural disasters. <u>TWO CIRCUMSTANCES MUST BE DOCUMENTED</u> Was self-employed (including employed as a farmer, rancher, or fisherman) <u>BUT</u> It is unemployed as a result of general economic conditions in the community where the individual resides or due to natural disasters.	<u>General Economic Conditions-</u> ○ Letter of documentation of the failure of a business supplier or customer ○ Depressed price(s) or market(s) or the article(s) produced by self-employed individual. ○ State/Local Economic Development or Chamber of Commerce data that indicates less than favorable economic conditions. ○ Substantial layoffs or permanent closure(s) of one or more plants, or facilities that support a significant portion of the state or local economy ○ Federal/State declaration of disaster ○ Media reports of general economic conditions

ATTACHMENT C – DISLOCATED WORKER ELIGIBILITY

Category 4

Displaced Home Maker

**MUST QUALIFY UNDER 1 OR 1a AND MEET
CONDITIONS UNDER 2****Qualifications Under 1:**

- Tax returns (of the married couple or domiciled family members)
- Divorce decree/court records
- Family members' death certificate
- UI records of the displaced homemaker
- Copy of spouse's UI records/layoff notice
- Marriage license or joint tax return
- Pay stubs (if applicable)
- Copy of bank records (showing financial dependence on spouse, or no employment income earned)
- Self-Attestation- Las Resort Form- in which the individual attests that they resided with the family member(s), provided unpaid in-home services to family members, was dependent on another family member of the household income, but is no longer supported by that income due to death, divorce, etc.

Qualifications Under 1a:

- Military Orders
- DD-214 or other documentation certifying a service-connected death or disability
- Pay Stubs of Armed Forces Member and spouse (or underemployment wage records) before and after deployment, call to duty, change in duty station, or the service-connected death or disability of the member

Qualifications Under 2:

- Records showing previous wages that are higher than current wages
- Documentation showing the current annualized wage rate, in relation to family size, is 70% of the Lower Living Standard Level (LLSIL)
- **Public Assistance Records**

ATTACHMENT C – DISLOCATED WORKER ELIGIBILITY

	○ Self-Attestation-Last Resort- stating that the worker is unemployed or underemployed and they are experiencing difficulty in obtaining or upgrading employment
Category 5 Spouse of an active-duty armed forces service member who is unemployed due to a change in duty/station <u>TWO CIRCUMSTANCES MUST BE DOCUMENTED</u> 1.) Proof of marriage <u>AND</u> 2.) Loss of employment or change in employment status Is the spouse of a member of the Armed Forces on active duty <u>AND</u> Who has experienced a loss of employment as a direct result of relocation to accommodate a permanent change in the duty station of such member;	<u>Proof of Marriage-</u> ○ Marriage license or tax return <u>Experienced Loss/Change of Employment-</u> ○ Military Orders showing change in duty station ○ UC Records ○ Self-attestation stating their employment loss was due to the change in duty station ○ Paystubs (if applicable) ○ Records showing previous wages that are higher than the current wages ○ Documentation showing the current annualized wage rate, in relation to family size is not in excess of 70% of the Lower Living Standard Income Level (LLSIL) ○ Self-Attestation-Last Resort- stating that the worker is unemployed or underemployed and their experiencing difficulty in obtaining or upgrading employment

ATTACHMENT C – DISLOCATED WORKER ELIGIBILITY

<u>AND</u> Is unemployed or underemployed and is experiencing difficulty in obtaining upgraded employment	
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ATTACHMENT C – DISLOCATED WORKER ELIGIBILITY

Documentation Checklist

Eligibility	Required Documentation
Citizenship/Alien Status/Right to Work in the U.S. Note: a Document Inspection Form may be used for any of these required documents for this Eligibility element.	○ Social security Card and Real ID-compliant Driver's License or other government-issued picture ID containing a photograph or information such as name, DOB, gender, height, eye color, and address. (If under 18 years old and does not have a Driver's License, may use school record, work permit, or doctor/hospital record with signed Social Security Card.) ○ I-9 is complete, including a signature from an authorized employer of the designee. ○ U.S. Passport (expired or unexpired) ○ Permanent Resident Card or Alien Registration Receipt Card (Form I-551) ○ An unexpired foreign passport with a temporary I-551 stamp ○ An unexpired Employment Authorization Document that contains a Photograph (Form I-766) ○ An unexpired foreign passport with Form I-94 or I-94A bearing the same name as the passport and containing an endorsement of the alien's nonimmigrant status, as long as the period of the endorsement has not yet expired, and the proposed employment is not in conflict with any restrictions or limitations identified on the form. ○ Original or Certified copy of a Birth Certificate by a state, county, municipal authority, or territory of the U.S. bearing an official seal (Document Inspection Form is Allowed) ○ Certification of Birth Abroad (Form DS-1350) issued by the Department of State ○ Public Assistance/Social Service Records ○ DD-214, Report of Transfer or Discharge (if place of birth is shown) ○ Hospital Record of Birth ○ T-visa issued to victims of human trafficking (See Attachment 9: TEGL 09-12) ○ Naturalization Certification ○ Certificate of Degree of Indian Blood ○ Unexpired U.S. Citizen Card (Form I-197) ○ Native American Tribal Document
Social Security Number (This is not required for eligibility but must be requested)	○ DD-214 ○ Letter from Social Security Agency ○ Pay Stub ○ Employment Records ○ Social Security Benefits ○ Social Security Card ○ W-2 Form

ATTACHMENT C – DISLOCATED WORKER ELIGIBILITY

and validated. A Document Inspection Form may be used for any required documents for this element.)	○ Letter/Printout from Social Security Office ○ Public Assistance Record/Printout ○ UI Wage Report ○ Passport ○ Other Federal or State ID with SSN ○ Signed Copy of State or Federal Tax Documents
Age (1 is required) Note: The individual does not have to be 18 years old or older	○ Baptismal Record ○ Birth Certificate ○ Driver's License ○ Federal, State, or Local photo ID ○ DD-214 Certification of Discharge or from Active Duty ○ Passport ○ Hospital Record of Birth ○ Public Assistance/Social Service Record ○ School Records or ID Card ○ Work Permit ○ Tribal Records ○ Self-Attestation (Self-Service Only)
Selective Service (1 is required for those required to register)	○ Screen printout of the online verification at www.sss.gov ○ Acknowledgement Letter from Selective Service ○ Selective Service Verification Form (For 3A) ○ Selective Service Registration Card ○ Stamped Post Office Receipt of Registration ○ DD-214 Certificate of Release or Discharge from Active Duty

ATTACHMENT C – DISLOCATED WORKER ELIGIBILITY

Category 1 Laid off/terminated (or received notice of layoff/termination), eligible/exhausted unemployment, and unlikely to return to previous industry/occupation <u>ALL THREE CIRCUMSTANCES MUST BE DOCUMENTED</u> Note: Job of dislocation—the economic dislocation of an individual, as described in the WIOA Dislocated Worker program, implies the existence of a job dislocation. The job of dislocation is the job that qualifies the individual under one of the eligibility categories. 1.) Terminated or laid off or received notice of termination or layoff from employment <u>AND</u> 2.) Is eligible for or exhausted entitlement to Unemployment Compensation; or has been employed for a duration sufficient to demonstrate to the appropriate entity at a one-stop center referred to in section 121€ attachment to the workforce, but is not eligible for unemployment due to insufficient earnings or having performed services for an employer that were not covered under a state unemployment compensation law; <u>AND</u> 3.) Is unlikely to return to the previous industry or occupation	<u>Terminated or laid off-</u> ○ DD-214 with other than dishonorable discharge ○ Layoff letter from the employer or union with the date of dislocation ○ Layoff closure notice with the date of dislocation ○ State Rapid Response Report or Early Intervention e-mail ○ Public layoff notice with UI data cross-match ○ UI Notice of Decision ○ Out-of-state UI benefits a monetary eligible document ○ Paystub with date of dislocation ○ UI Wage Claim Screen <u>Eligible for or exhausted-</u> ○ Applicant's Unemployment Notices ○ UI Monetary Eligibility ○ UI Notice of Decision ○ Out-of-state UI benefits a monetary eligible document <u>Unlikely to return to previous industry or occupation-</u> ○ 1. Skill Oversupply- ○ 2. Obsolete Skills- ○ 3. Only Stop-Gap Available- ○ 4. No Jobs Offers Received- ○ 5. Local Layoff Impact- ○ 6. Declining Occupation- ○ 7. Physical Limitations or Disabilities-

ATTACHMENT C – DISLOCATED WORKER ELIGIBILITY

Category 2 Plant Closing/Substantial Layoff <u>TWO CIRCUMSTANCES MUST BE DOCUMENTED</u> 1.) The fact that the business closed <u>OR</u> 2.) A substantial layoff occurred, and the applicant worked there Has been terminated or laid off, or has received notice of termination or layoff from employment as a result of any permanent closure of or substantial layoff at a plant facility or enterprise; <u>OR</u> Is employed at a facility at which the employer has made a general announcement that such facility will close within 180 days; <u>OR</u> To be eligible to receive services other than training services, career services, or supportive services, one must be employed at a facility where the employer has made a general announcement that the facility will close.	<u>Business Closure-</u> ○ WARN notice that meets the definition of closing or substantial layoff at a plant, facility, or enterprise ○ Letter from employer or union that indicates a closing or substantial layoff ○ Rapid Response Unit Early Intervention Notice or Fact Sheet that indicates closing or substantial layoff ○ Unemployment Notice which lists closing as the reason for separation ○ Media announcement in which the company officials state that plant, facility, or enterprise will close within 180 days or more <u>Worksite Attachment-</u> ○ Letter from Employer ○ Telephone Verification (STAFF) ○ Payroll documents ○ UI Wage Data Screen

ATTACHMENT C – DISLOCATED WORKER ELIGIBILITY

Category 3 Previously self-employed but unemployed due to economic conditions or natural disasters. <u>TWO CIRCUMSTANCES MUST BE DOCUMENTED</u> Was self-employed (including employed as a farmer, rancher, or fisherman) <u>BUT</u> It is unemployed as a result of general economic conditions in the community where the individual resides or due to natural disasters.	<u>General Economic Conditions-</u> ○ Letter of documentation of the failure of a business supplier or customer ○ Depressed price(s) or market(s) or the article(s) produced by self-employed individual. ○ State/Local Economic Development or Chamber of Commerce data that indicates less than favorable economic conditions. ○ Substantial layoffs or permanent closure(s) of one or more plants, or facilities that support a significant portion of the state or local economy ○ Federal/State declaration of disaster ○ Media reports of general economic conditions

ATTACHMENT C – DISLOCATED WORKER ELIGIBILITY

Category 4 Displaced Home Maker <u>MUST QUALIFY UNDER 1 OR 1a AND MEET CONDITIONS UNDER 2</u>	<u>Qualifications Under 1:</u> ○ Tax returns (of the married couple or domiciled family members) ○ Divorce decree/court records ○ Family members' death certificate ○ UI records of the displaced homemaker ○ Copy of spouse's UI records/layoff notice ○ Marriage license or joint tax return ○ Pay stubs (if applicable) ○ Copy of bank records (showing financial dependence on spouse, or no employment income earned) ○ Self-Attestation- Las Resort Form- in which the individual attests that they resided with the family member(s), provided unpaid in-home services to family members, was dependent on another family member of the household income, but is no longer supported by that income due to death, divorce, etc. <u>Qualifications Under 1a:</u> ○ Military Orders ○ DD-214 or other documentation certifying a service-connected death or disability ○ Pay Stubs of Armed Forces Member and spouse (or underemployment wage records) before and after deployment, call to duty, change in duty station, or the service-connected death or disability of the member <u>Qualifications Under 2:</u> ○ Records showing previous wages that are higher than current wages ○ Documentation showing the current annualized wage rate, in relation to
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ATTACHMENT C – DISLOCATED WORKER ELIGIBILITY

	family size, is 70% of the Lower Living Standard Level (LLSIL) ○ Public Assistance Records ○ Self-Attestation-Last Resort- stating that the worker is unemployed or underemployed and they are experiencing difficulty in obtaining or upgrading employment

ATTACHMENT C – DISLOCATED WORKER ELIGIBILITY

Category 5

Spouse of an active-duty armed forces service member who is unemployed due to a change in duty/station

TWO CIRCUMSTANCES MUST BE DOCUMENTED

1.) Proof of marriage

AND

2.) Loss of employment or change in employment status

Is the spouse of a member of the Armed Forces on active duty

AND

Who has experienced a loss of employment as a direct result of relocation to accommodate a permanent change in the duty station of such member;

AND

Is unemployed or underemployed and is experiencing difficulty in obtaining upgraded employment

Proof of Marriage-

- Marriage license or tax return

Experienced Loss/Change of Employment-

- Military Orders showing change in duty station
- UC Records
- Self-attestation stating their employment loss was due to the change in duty station
- Paystubs (if applicable)
- Records showing previous wages that are higher than the current wages
- Documentation showing the current annualized wage rate, in relation to family size is not in excess of 70% of the Lower Living Standard Income Level (LLSIL)
- Self-Attestation-Last Resort- stating that the worker is unemployed or underemployed and their experiencing difficulty in obtaining or upgrading employment

ATTACHMENT C – DISLOCATED WORKER ELIGIBILITY

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ATTACHMENT C

SOURCE DOCUMENTATION (TEGL 23-19, Change 3)

Verification options for Date of Birth (Age) Except as otherwise specified in WIOA section 132, the term “adult” means an individual who is 18 years of age or older	♦ Baptismal Record ♦ Birth Certificate ♦ Driver’s License ♦ Federal, State, Local or Tribal government photo Identification Card ♦ DD-214 ♦ Unexpired Passport ♦ Hospital Record of Birth ♦ Public Assistance/Social Service Record ♦ School Records or Identification Card ♦ Work Permit ♦ Cross Match with State Agency Records ♦ Justice System Records Official document issued by a federal, state, or local government agency, such as documents from the NMCD with date of birth included (only for participants that are currently incarcerated) ♦ Selective Service registration ♦ Report of Transfer of Discharge Paper ♦ Family Bible ♦ Signed letter from a parent or guardian ♦ Medical Records
Social Security Number Not required for eligibility but shall be requested and validated.	♦ DD-214 ♦ Letter from Social Security Agency ♦ Pay Stub ♦ Employment Records ♦ Social Security Benefits ♦ Social Security Card

	◆ W-2 Form ◆ Letter/Printout from Social Security Office ◆ Public Assistance Record/Printout ◆ UI Wage Records ◆ Passport ◆ Other Federal or State ID with SSN ◆ Signed Copy of State or Federal Tax Documents
Basic Skills Deficient	◆ Basic skills assessment test results ◆ Copy of school records ◆ Referral/records from Title II Adult Basic Ed Program ◆ Referral/records from English Language Learner Program
English Language Learner	◆ Assessment Test Results ◆ Applicable School Records ◆ Self-Attestation
Long-Term Unemployed	◆ Public Assistance records ◆ Cross Match with UI records
Education Highest Grade Completed Highest Educational Level Completed School Status	◆ School records: - Secondary school equivalency (GED) - High School Diploma - School Documentation / Enrollment - Drop out letter ◆ Higher Education - College Enrollment / Course Enrollment - Diploma - Certificate - Transcripts

Justice Involved / Ex-Offender	◆ Documentation from Adult Criminal Justice System ◆ Written statement or referral from a Court or Probation Officer ◆ Referral from Reintegration Agency ◆ Federal Bonding Program Application
Homeless	◆ Written statement or referral from a shelter or Social Service Agency
Self-Sufficiency (employed workers only) Information about the customer's current hourly wage must be recorded in the "Work History" portion of NMJobs including each of the following elements: (a) Job Title (b) Employer Name (c) Dates of Employment: From / To (Month, Year) (d) Wage (e) Wage Type (Hourly, Annual, Other); and (f) Hours per Week	◆ Copy of a recent paycheck or paystub ◆ Tax records ◆ Employer letter or other document describing the customer's current wage rate ◆ Public Assistance records

PRIORITY of SERVICE

Adult Priority: With respect to funds allocated to a local area for adult employment and training activities, priority shall be given to recipients of public assistance, other low-income individuals, and individuals who are basic skills deficient for receipt of career services and training services

1.Recipients of public assistance, low-income or individuals who are basic skills deficient who are also veterans or eligible spouses of veterans. 2.Recipients of public assistance, low-income, or individuals who are basic skills deficient who are not veterans or spouses of veterans. 3.Veterans or eligible spouses of veterans who are not recipients of public assistance, low-income or basic skills deficient. 4.Adults in need of service who are not recipients of public assistance, not low-income or basic skills deficient. (2)(A) or (3) of WIOA section 133(b) WIOA Section 134(b)(2)(A)(xii) and training services	◆ Pay stubs; UI documents ◆ Employer statement: written or telephone verification ◆ Alimony agreement / Court award letter ◆ Award letter from Veteran's Administration ◆ Bank statements ◆ Compensation award letter ◆ Pension statement ◆ Family or business financial records ◆ Housing authority verification ◆ Social Security benefits verification/records ◆ Public assistance eligibility verification ◆ Quarterly estimated tax (self-employed persons)
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NOTATING PERFORMANCE MEASURES	
Employed 2 nd Quarter after Exit	◆ Paycheck stubs ◆ Signed letter or other information from employer on company letterhead ◆ UI wage data match ◆ Self-Employment worksheets signed and attested to by participants
Employed 4 th Quarter after Exit	◆ Paycheck stubs ◆ Signed letter or other information from employer on company letterhead ◆ UI wage data match ◆ Self-Employment worksheets signed and attested to by participants
Credential Attainment Note: Diplomas, degrees, licenses or certificates must be attained either during participation or within one year of exit.	◆ Copy of Recognized diploma or degree ◆ Copy of industry-recognized certificate or certification ◆ Copy of license recognized by the State or Federal Government ◆ Copy of certificate of completion of Registered Apprenticeship
Measurable Skills Gains	Postsecondary: ◆ Record the most recent date of the participant's transcript for postsecondary education who complete a minimum of 12 hours per semester, or for part-time students a total of at least 12 credit hours over the course of two completed semesters during the same 12-month period that shows a participant is meeting the State unit's academic standards. Training: ◆ Record the most recent date the participant had a satisfactory or better progress report towards established milestones from an employer/training provider who is providing training documenting a skill gain ◆ Documentation of a skill gained through OJT or Registered Apprenticeship Skills Progression: ◆ Results of knowledge-based exam or certification or completion ◆ Documentation demonstrating progress in attaining technical or occupational skills through an exam or benchmark attainment ◆ Copy of a credential that is required for a particular occupation and only is earned after the passage of an exam

SOUTHWESTERN AREA WORKFORCE DEVELOPMENT BOARD

SUPPORTIVE SERVICES POLICY 17-09.87

EFFECTIVE DATE

September 17,
2026~~August 14, 2025~~

APPLICABILITY

This applies to Southwestern Area Workforce Development Board (SAWDB), providers of Workforce Innovation and Opportunity Act (WIOA) Adult, Dislocated Worker, out-of-school and in-school youth employment, and training services.

PURPOSE

To provide SAWDB contractors of WIOA, Adult, Dislocated Worker and Youth supportive services with a supportive services policy.

BACKGROUND

To provide the Southwestern Area Workforce Development Board (SAWDB) WIOA contractors with a guideline for determining supportive services, the restrictions hereto, and eligibility criteria and procedures for payment of supportive services to participants enrolled in WIOA programs, see TEGL 19-16.

To provide guidance regarding the roles of the training institution(s), local Board, and/or service providers regarding tracking certification of participant time, attendance, and other related issues as applicable to payment for supportive services.

ACTION

Southwestern Area Workforce Development Board Service Providers shall adopt this Supportive Services Policy and forms referenced herein.

GENERAL PROVISIONS

- A. All WIOA program applicants and participants shall be informed by their case manager of paid and unpaid supportive services available through the local One-Stop system including the One-Stop partners, Service Providers, and any applicable community resources.
- B. Supportive services may only be provided to individuals who are: (a) participating in career or training services, to include training in any WIOA program (Title I, II, III, and IV), and other trainings that are not within the WIOA programs, or (b) unable to obtain supportive services through other programs providing such services. Additionally, supportive services may only be provided when they are necessary to enable individuals to participate in Title I activities.
- C. To ensure successful participation in the appropriate employment or training activities, program staff shall determine the supportive service needs of each individual to be enrolled. Such determination shall be based

on the comprehensive assessment, along with the documented justification and approval of supportive services as outlined in the participant's Individual Employment Plan (IEP)

- D. As a requirement for applying for supportive services, service providers must first explore to see if the needed services are available through other agencies in the local area. Participants shall secure documentation of at least one denial letter from other agencies or a case note showing due diligence in the participant's NMJobs file. To prevent the duplication of costs and efforts, participants first must exhaust related available services before WIOA services will be authorized.
- E. Service providers will review the participant's need for, and the receipt of supportive services, and will document actions in the participant's online files (case note, etc.). Changes in supportive service needs are to be reflected in the assessment Objective Assessment Summary (OAS), and case noted appropriately. Sound case management and timely participant follow-ups are essential to ensuring completion of activities and meeting IEP goals and objectives.
- F. Authorization of supportive service payments shall be made using the appropriate local board supportive service forms to request approval of supportive service payments for groups of participants. A modification to the supportive services form is required when payment amounts or duration change.
- G. All required documents must be uploaded in America's Job Center (AJC) and appropriate service activity created in NMJobs; vouchers shall be created at that time. Youth payment of supportive service will be made directly by the youth provider in agreement with the youth contract scope of work. Payments issued shall have copies of the checks uploaded to participant files. For payments issued directly to participants, proof of receipt of payment, such as a copy of the check signed and dated by the participant and uploaded to the electronic record.
- H. Service Providers are responsible for tracking participant attendance, timekeeping, and related duties. For On-the-Job Training (OJT) employers, the reimbursement negotiated in each contract includes time keeping, reporting, and other related duties as specified in the OJT contract.
- I. Provision of paid WIOA supportive services shall be limited to twelve months after the date of WIOA exit.
- J. Supportive services request and payment forms or their subsequent replacements are located on Employnm.com. SAWDB forms shall not be modified without prior written authorization from SAWDB staff.
- K. Supportive Services shall not be provided during follow-ups for Adult and Dislocated Worker.

ALLOWABLE WIOA PAID SUPPORTIVE SERVICES

Transportation and Temporary Shelter Allowable Supportive Services include the following:

Transportation Mileage/Commuting assistance Determination

To compute distance for transportation assistance, participants may determine actual point-to-point mileage between locations traveled to (i.e. city-to-city, etc.), or the local board may establish a standard methodology. The Southwestern Area Workforce Development Board will allow career and training participants living 25 (rounded to the nearest mile) or more miles from the training site to receive \$0.25 per mile for travel for attendance. This need must be verified and documented by the case manager in the participant's counseling record and must be maintained in the participant's online file.

A. Bus Passes

Bus passes will be provided based on scheduled days and will be supported by a class schedule, work schedule, or attendance log. Passes may be obligated for the duration of the training, not to exceed a

semester. Passes may be distributed no more than 30 days at a time. Daily bus passes may be issued for job search; a job search log will be needed to support the voucher.

B. Vehicle Repair

Vehicle repair costs may be provided, but must be directly linked to an allowable activity. Required documentation includes: 1) a copy of the title or registration showing the client or their spouse. parent/guardian legally owns the vehicle; 2) proof of car insurance. No cosmetic repairs will be paid using WIOA funds.

The participant cannot receive mileage reimbursement and vehicle repairs during the same week. If vehicle repairs are paid, no transportation will be paid concurrently.

Other Supportive Services

1. Background check/fingerprinting

This service must be work or education-related for the participant to obtain employment or admission to post-secondary education. Documentation must include a statement from the employer or educational institution indicating the requirements.

2. Clothing and footwear assistance

The clothing items must be directly related to their occupational goal. Clothing that can be purchased includes uniforms and footwear required as a condition of training or employment. No undergarments, makeup, hair accessories, or personal hygiene items are allowed. Clothing is limited to \$300.00 per program year. The participant must submit proof from the employer or training site where the items are required.

3. Tools or equipment

The participant must submit proof that the employer or training provider requires the participant to have specific tools or equipment to perform job duties or complete training. The participant must submit documentation from the employer or training institute that the items are required.

4. Rent assistance

The participant must indicate a need and sign an applicant statement requesting assistance. Rent assistance is limited to one per household per program year. Deposits are not allowable since the amount may be reimbursed to a participant at a later date. Payment of late fees or interest charges are not allowed. Required documentation for payment includes a copy of a signed lease with the participant's signature; monthly amount due; and a notice of late payment from the landlord.

If the lease is not in the participant's name, an applicant statement must be made explaining the relationship between the participant and the person named in the lease.

5. Gas or electric utilities assistance

The participant must indicate a need and sign an applicant statement requesting assistance. Gas or electric utilities assistance is limited to one time per household per program year. Deposits or startup costs are not acceptable. Required documentation includes shut off notice and a service note documenting that the participant attempted to receive this assistance elsewhere but was determined ineligible.

6. Car insurance assistance

Documentation of linkage to authorized activity must be in case of note; the participant must complete an applicant's statement and indicate a need. Car insurance assistance is limited to one time and only for a one-month premium. No pre-payment of premiums is allowed. Required documentation include copy

of title or registration showing that the participant or their parent/guardian legally owns the vehicle, and an invoice from the insurance provider.

7. Vehicle registration renewal

Linkage to authorized activity must be documented in case notes; the participant must complete an applicant's statement and indicate a need. Vehicle registration is limited to one per household. Required documentation includes a copy of the renewal letter and proof of insurance showing that the participant or their parent/guardian legally owns the vehicle.

8. Laptop and software purchase assistance

Participants who need laptops, internet service, and other supportive services must provide written documentation from the training site indicating the need for these services. The participant may retain the laptop after the completion of training. Laptop assistance may not exceed \$1,000.00 and will only be provided once per participant. Internet services shall not exceed \$100.00 per month. These supportive services for the internet are limited to the time that the individual is in a training activity.

Unless otherwise stated, the above services must be necessary and the cost reasonable for the purpose of the program defined by the Service Provider.

Other Supportive Services: Supportive services not listed in other sections of this policy may be paid to allow an individual participating in a WIOA or non-WIOA training to obtain or retain employment. Such items include, but are not limited to:

- Medical exams or tests
- State licensing fees
- Application or exam fees
- Government-Issued driver's License
- Government-Issued Identification Card
- Government-Issued Birth Certificate

Temporary Housing/Emergency Shelter

Participants who need temporary housing/shelter: The service provider must document that the service is necessary and that the cost is reasonable. Participants must also provide appropriate documentation to verify that no other sources of temporary housing/emergency shelter are available.

A. Training Related Short-term Housing Assistance

Short-term housing assistance may be provided to individuals who are attending training more than 60 miles from their permanent residence. The amount paid to the participant shall not exceed the participant's balance of unmet need as reflected on the ITA cost-sharing document.

B. Emergency Shelter

Participants may receive assistance to enable them to attend career or training activities. The amount paid must be reasonable for no more than seven consecutive (7) days.

CHILD CARE

Childcare assistance may be provided to eligible participants who require such assistance in order to participate in a WIOA activity and whose need has been identified in their IEP. To qualify, participants must have legal responsibility or custody of the children, thirteen (13) years of age or younger, and must furnish documentation that they do not have any other source available to care for the child(ren), which includes immediate family members. Children placed in a licensed day care facility, or with a certified day care provider as verified by the case manager, must furnish documentation of a paid receipt in order to continue to receive childcare payment

at this level. A participant may receive thirty-five dollars (\$35.00) per day per child for certified or licensed childcare. Service providers must verify the participant's children's age(s). Days of childcare will be determined by the participants' timesheet.

MEDICAL AND HEALTH CARE SUPPORTIVE SERVICES

Minor medical and health care services that may be provided include, but are not limited to:

- A. Physical examinations
- B. Eye and/or ear examinations
- C. Filling of eyeglass prescriptions
- D. Purchase of hearing aids
- E. Purchase of orthopedic devices (must refer to Vocational Rehabilitation)

Other minor medical or health care services not listed herein are necessary in order for the individual to participate in the program. With the exception of hearing aids, a one-time maximum of five hundred dollars (\$500.00) for minor health or medical care services may be provided to participants enrolled in a WIOA funded training activity that require such assistance in order to participate in the program. The participant must provide proof of need (statement from a health care or medical practitioner). The participant shall only be eligible for this assistance if he/she cannot obtain such services from other available resources as documented in the participant file by the case manager (i.e. One-Stop partners, local community health care programs, etc.). Payment for services shall be made directly to the vendor or provider upon receipt of billing. Participants shall not be paid directly or reimbursed after-the-fact for these services.

Participants in the "HOLD" status are not eligible to receive payments for this service. HOLD status is based on an individual who is not in a training activity, not receiving services but not exiting or becomes ill and cannot complete their activity.

Documentation should be tracked by a case manager in a participant's online file based on their minimum need. The *need* is to be greater than or equal to the amount of supportive services that will be received.

NEEDS-RELATED PAYMENTS

Needs-related payments provide financial assistance for the purpose of enabling individuals to participate in training and are one of the supportive services authorized by WIOA. Eligibility requirements for adult and dislocated workers to receive needs-related assistance are as follows: §CFR680.950 – 680.990

Adults must: (a) be unemployed due to no fault of their own, (b) not qualify for or have ceased qualifying for unemployment compensation, and (c) be enrolled in a program of training services.

Dislocated Workers must: (a) be unemployed, and (1) have ceased to qualify for unemployment compensation or trade adjustment allowance under the Trade Adjustment Assistance Act (TAA) or the North American Free Trade Agreement (NAFTA)-TAA due to no fault of their own, and (2) be enrolled in a program of training services by the end of the 13th week after the most recent layoff that resulted in a determination of the worker's eligibility as a dislocated worker, or if later, by the end of the 8th week after the worker is informed that a short-term layoff will exceed 6 months; or (b) be unemployed and did not qualify for unemployment compensation or trade adjustment assistance under TAA or NAFTA-TAA.

Local boards may submit a written request to the SAE for a 30-day extension to this time limitation to address appropriate circumstances.

DETERMINATION OF THE LEVEL OF NEED-RELATED PAYMENTS §680-970

The level of needs related payments shall be determined as follows:

- A. The level for adults will be the same as the level for dislocated workers
- B. For dislocated workers, payments must not exceed the greater of either of the following levels:
 - 1) For participants who were eligible for unemployment compensation as a result of the qualifying dislocation, the payment may not exceed the applicable weekly level of the unemployment compensation benefit for the participant's situation (such as working at spot jobs or part-time) or
 - 2) For participants who did not qualify for unemployment compensation due to the qualifying layoff, the weekly payment may not exceed the poverty level based on family size for an equivalent period. The weekly payment level must be adjusted to reflect changes in total family income.

Supportive Services for Youth. Supportive services are one of the 14 required program elements for youth and shall be made available to all WIOA youth participants, and may include the following:

- A. Linkages to community services
- B. Assistance with transportation costs
- C. Assistance with childcare and dependent care costs
- D. Assistance with housing costs
- E. Referrals to medical services
- F. Assistance with uniforms or other appropriate work attire and work-related tool costs, including items such as eyeglasses and protective eye gear.
- G. Needs related payment for youth 18-24 years of age

SUPPORTIVE SERVICES PAYMENT PROCESS

Timesheets need to be completed and sent to the Fiscal Agent's office following the WIOA supportive service payment schedule developed by the Fiscal Agent.

- A. Fiscal Agent processes timesheets for payment
- B. Payment is then sent to the America's Job Center office

DIRECT PAYMENT TO PARTICIPANTS

The appropriate Supportive Services Request and Approval forms shall be used to authorize supportive services payments for participants. Supporting payment documentation e.g. timesheets, paystubs and receipts shall be uploaded into NMJobs.

PAYMENT TO VENDORS AND SERVICES PROVIDERS

For payment to vendors and providers of medical care, and other health care services, the supportive service forms approved by the SAWDB are available at www.employnm.com.

GENERAL LIMITATIONS

A. Time Limits

For eligible Adults and Youth, supportive services may be provided for a period of time required to complete the IEP objectives; however, they shall not exceed the participation time limitations established in the Southwestern Area plan or board policy.

B. Budget Limitations

The amount and types of supportive services in each local area are based on funding available to the local boards. No supportive services in any WIOA title are to be considered an entitlement.

C. Participants in "Hold" Status.

Participants who are in a "Hold" Status, for whom continued training is scheduled, will not be eligible for health care and minor medical services, group services and/or other supportive services that are not paid directly to the participant during this "hold" status.

SERVICE PROVIDER AND TRAINING INSTITUTION TIME AND ATTENDANCE REPORTING AND RELATED RESPONSIBILITIES/ROLES

Service providers are responsible for overall tracking and reporting on participant activities as specified in their subgrants or contracts. They are also responsible for coordinating with area training institutions on time and attendance for those participants concurrently enrolled in classroom training, WE, OJT, or enrolled in a customized training activity and receiving supportive services. As part of the ITA agreements, training institutions are required to track and report on participant time and attendance. To help defray some of the administrative overhead associated with additional responsibilities, including item keeping and reporting, training institutions may charge a reasonable administrative cost normally charged for performing related functions. WE and OJT employers are responsible for tracking/reporting time and attendance of participants assigned to them. WIOA program staff shall be available to assist employers as necessary.

INQUIRIES

Questions related to this policy should be directed to the Administrative Entity at (575) 744-4857.

ATTESTED

This policy was reviewed and approved by the SAWDB on August 14, 2025

SAWDB Chairman

AGENDA ITEM SUMMARY

Joint Meeting of Region IV, Chief Elected Officials, and Southwestern Area Workforce Development Board	September 17, 2026
Agenda Item Resolution 26 – 12 approves the Local Four-Year Plan Modifications-DRAFT	
SUMMARY OF AGENDA ITEM WIOA requires each Local Workforce Development Board, in partnership with its Chief Elected Officials, to develop and maintain a four-year Local Workforce Plan aligned with New Mexico's Combined State Plan. The plan outlines regional strategies for coordinating workforce, education, training, and economic development efforts to meet the needs of job seekers and employers. Following the April 2026 modification of New Mexico's Combined State Plan, local boards are required to update their Local Plans to maintain alignment with state priorities and requirements. The modified Local Plan must be approved by the Board in an open meeting and submitted to the New Mexico Department of Workforce Solutions by October 5, 2026. RECOMMENDATION A motion to approve Resolution 26 – 12. BOARD'S OPTIONS ARE TO • Accept the recommendation • Amend the recommendation • Reject the recommendation • Table the item • Take no action on the item DEPENDING ON ACTION TAKEN, ITEM MAY BE REFERRED OR REPORTED TO • Staff or committee, as directed. THIS ITEM SUPPORTS STRATEGIC PLAN GOAL(S) • Supports all strategic plan goals LIST OF SUPPORTING INFORMATION FOR YOUR REVIEW • Modification to the Four-Year Plan	

AGENDA ITEM SUMMARY

Joint Meeting of Region IV, Chief Elected Officials, and Southwestern Area Workforce Development Board	September 17, 2026
SAWDB Agenda Item SAWDB Resolution 26 – 14 committee appointments.	
SUMMARY OF AGENDA ITEM This item is presented for your review and consideration to certify the Board Chair’s committee appointments, per SAWDB Bylaws. In the Bylaws under Article V Membership, Section C.1: Members shall serve on committees, subcommittees, and taskforces as appointed by the SAWDB Chair. Article VIII Committees; Committee Selection states, “The Chair shall appoint committee members of all committees, but all such committee members and Chairs must be certified by a majority vote of a quorum of SAWDB members.” The following appointments need to be certified. If you would like to change to or serve on another committee, please request the change. • Sylvia Ulloa (non-board member) – Youth Committee • Jeff Waugh – Youth Committee SAWDB members can also use this time to request new committee appointments or change their current appointments. To view the committee descriptions and current memberships, visit EmployNM using the following link: SAWDB Members & Admin EmployNM	
RECOMMENDATION A motion to accept SAWDB Resolution 26 – 14.	
BOARD’S OPTIONS ARE TO • Accept the recommendation • Amend the recommendation • Reject the recommendation • Table the item • Take no action on the item	
DEPENDING ON ACTION TAKEN, ITEM MAY BE REFERRED OR REPORTED TO • Staff or committee, as directed.	
THIS ITEM SUPPORTS STRATEGIC PLAN GOAL(S) • Supports all strategic plan goals	
LIST OF SUPPORTING INFORMATION FOR YOUR REVIEW • None	

New Mexico Department Workforce Solutions One-Stop Delivery System Submittal Notification

☐ INITIAL CERTIFICATION

XXX RECERTIFICATION

Applicant Name: America's Job Center New Mexico Southwestern Area	
Address: 226 S. Alameda Blvd. Las Cruces, NM 88005	Phone: (575) 524-6250
Contact Person, Title, Phone: Jacqueline Fryar SAWDB Chair	

This cover page is notification to the New Mexico State Workforce Development Board that the entity named above has submitted an application for One Stop Career Center Certification.

SAWDB Chair Signature

Date of Submittal

Submit Notification in Writing to: New Mexico Dept. of Workforce Solutions
 C/O Office of WIOA Administration
 401 Broadway NE
 PO Box 1928
 Albuquerque, NM
 87102

Submit Electronic Notification to: margarito.aragon@state.nm.us

New Mexico Department of Workforce Solutions
One-Stop Certification Application/Affiliate Certification Application

1. Name of Applicant: America's Job Center New Mexico (Las Cruces- Comprehensive Center)

Address:

Phone No.: Fax No. Email:

Contact Person: Glory Juarez, WIOA Administrator

2. Name of One Stop Operator: Giselle Palomares
 (if different from applicant)

Address: 226 S Alameda Blvd, Las Cruces, NM 88005

Phone No.: (575) 528-8636 Email: giselle.palomares@equusworks.com

Contact Person: Giselle Palomares

3. Location of One Stop:

226 S. Alameda Blvd.

Las Cruces, NM 88005

4. Of the mandated partners identified in the WIOA legislation section 121(b)(1), list those who have agreed to participate at the One Stop Career Center. All available mandated partners in the area are required for Comprehensive Level of Certification. *Please complete the following Mandated Partners Table and Community Partners Table to describe how the Partner is operating in the One Stop Career Center and providing services by:*
- Collocation on a full or part time, or itinerant basis; or services provided via electronic linkage; or exempt from collocation due to Partner's statewide business structure; or that a mandated partner's programs or activities are not available to the local or regional One Stop Career Center; and
 - Financially supporting the One Stop Career Center and number of FTE in the One Stop Career Center; and
 - Detailed process of how core services are provided to clients

NM One Stop Workforce Center Required Partners	Partner Contact Name, Address, Email, phone	Means of Participation: Collocation, Off Site or Electronic	Number of FTE staff on site	MOU in place?	Describe the process of how Partner Core Services are provided to customers
Wagner-Peyser Employment Services (ES) program REQUIRED 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	New Mexico Department of Workforce Solutions Cabinet Secretary, Sarita Nair PO Box 1928 Albuquerque, NM 87103-1928 505-841-8912	Co-located	13	Yes	The partner is required and colocated in NM Workforce Connection Centers. The partner provides career services to include employment services to job seekers. The partner provides counseling and guidance while assisting with job search, placement, re-employment services for UI claimants. The partner also provides technical and recruitment services to employers.
Jobs for Veterans State Grants (JVSG) Required Authorized under chapter 41 of title 38, U.S.C.	New Mexico Department of Workforce Solutions (NMDWS) – Veterans (JVSG) Cabinet Secretary, Sarita Nair PO Box 1928 Albuquerque, NM 87103-1928 505-841-8912	Co-located	2	Yes	Veteran Services provides job and training services to veterans. This partner primary focus is ensuring that Veterans have priority over non-veterans regarding job placement, counseling, testing, referral to supportive services, job development, and job training. Local veteran employment representatives (LVERs) and disabled veterans outreach program representatives (DVOPs) provide these services to veterans in New Mexico.

Trade Adjustment Assistance (TAA) REQUIRED Authorized under chapter 2 of title II of the Trade Act of 1974 (19 U.S.C. 2271 et seq.)	New Mexico Department of Workforce Solutions (NMDWS) – TAA Cabinet Secretary, Sarita Nair PO Box 1928 Albuquerque, NM 87103-1928 505-841-8912	Co-located	1	Yes	The Trade Adjustment Assistance (TAA) Program is a federal program established under the Trade Adjustment Assistance Reauthorization Act of 2015 that provides aid to workers who lose their jobs or whose hours of work and wages are reduced as a result of increased imports. The TAA program offers a variety of benefits and reemployment services to help unemployed workers prepare for and obtain suitable employment. Workers may be eligible for training, job search and relocation allowances, income support, and other reemployment services.
WIOA Title 1 Adult and Dislocated Worker Services WIOA Act of 2014 Required	Equus Workforce Solutions Christopher Ruiz, Operations Supervisor WIOA Adult/Dislocated Worker 226 S Alameda Blvd. Las Cruces, NM 88005 C: 575-520-1140	Co-located	4	Yes	The Adult/Dislocated Worker Provider provides “career services” for adults and dislocated workers. There are three types of “career services”: basic career services, individualized career services, and follow-up services. These services can be provided in any order; there is no sequence requirement for these services. Career services under this approach provide local areas and service providers with flexibility to target services to the needs of any customer inclusive of those with multiple barriers to employment. In an effort to reach community members with multiple barriers, intensive outreach is conducted throughout the Region. The three categories of career services offered are defined as follows: Basic Career Services

					Basic career services must be made available to all individuals seeking services served in the one stop delivery system, and include: • Determinations of whether the individual is eligible to receive assistance from the adult, and/or dislocated worker programs; • Outreach, intake, and orientation to information and other services available through the one-stop delivery system; • Initial assessment of skill levels including literacy, numeracy, and English language proficiency, as well as aptitudes, abilities (including skills gaps), and supportive service needs; • Labor exchange services, including job search and placement assistance, and, when needed by an individual, career counseling, including the provision of information on in-demand industry sectors and occupations; provision of information on nontraditional employment; • Provision of referrals to and coordination of activities with other programs and services, including those within the one-stop delivery system and, when appropriate, other workforce development programs; • Provision of workforce and labor market employment statistics information, including the provision of accurate information relating to local, regional, and national labor market areas, including job vacancy listings in labor market areas; • Information on job skills necessary to obtain the vacant jobs listed;
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					• Information relating to local occupations in demand and the earnings, skill requirements, and opportunities for advancement for those jobs; • Provision of performance information and program cost information on eligible providers of training services by program and type of providers; • Provision of information about how the local area is performing on local performance accountability measures, as well as any additional performance information relating to the area's one-stop delivery system; • Provision of information relating to the availability of supportive services or assistance, and appropriate referrals to those services and assistance, including: child care, child support; • Medical or child health assistance available through the State's Medicaid program and Children's Health Insurance Program; benefits under the Supplemental Nutrition Assistance Program (SNAP); assistance through the earned income tax credit; housing counseling and assistance services sponsored through the U.S. Department of Housing and Urban development (HUD); and assistance under a State program for Temporary Assistance for Needy Families (TANF), and other supportive services and transportation provided through that program; • Assistance in establishing eligibility for programs of financial aid assistance for training and education programs not provided under WIOA; and
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				• Provision of information and assistance regarding filing claims under UI programs, including meaningful assistance to individuals seeking assistance in filing a claim. Individualized Career Services Once Workforce Connection Center staff determine that individualized career services are appropriate for an individual to obtain or retain employment, these services must be made available to the individual at the Centers. BCC center staff may use recent previous assessments by partner programs to determine if individualized career services would be appropriate. These services include: • Comprehensive and specialized assessments of the skill levels and service needs of adults and dislocated workers, which may include diagnostic testing and use of other assessment tools; and in-depth interviewing and evaluation to identify employment barriers and appropriate employment goals; • Development of an individual employment plan, to identify the employment goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve his or her employment goals, including the list of, and information about, eligible training providers;
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				• Group and/or individual counseling and mentoring; • Career planning (e.g., case management); • Short-term pre-vocational services, including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct to prepare individuals for unsubsidized employment or training; • Internships and work experiences that are linked to careers; • Workforce preparation activities that help an individual acquire a combination of basic academic skills, critical thinking skills, digital literacy skills, and self-management skills, including competencies in utilizing resources, using information, working with others, understanding systems, and obtaining skills necessary for successful transition into and completion of postsecondary education, or training, or employment; • Financial literacy services; • Out-of-area job search assistance and relocation assistance; and • English language acquisition and integrated education and training programs. Follow-up Services Follow-up services are offered as appropriate for participants who are placed in unsubsidized employment, for up to 12 months after the first day of employment.
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WIOA Title 1 Youth Services WIOA Act of 2014 Required	Dona Ana Community College Mary Ulrich, Executive Director WIOA Youth Program 226 S Alameda Blvd. Las Cruces, NM 88005 mulrich@dacc.nmsu.edu	Co-located	2	Yes	The youth program provider serves the youth in the southwestern region by providing education and training to the youth by providing the following 14 elements required by WIOA: (1) Financial Literacy (2) Entrepreneurial skills training (3) Services that provide labor market and employment information in the local area (4) Activities that help youth transition to post-secondary education and training (5) Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster (6) Adult Mentoring (7) Supportive Services (transportation, child care, housing, medical) (8) Guidance and Counseling (9) Leadership Development (10) Alternative Education (11) Dropout Prevention/Tutoring (12) Paid/Unpaid work experience including internships & summer employment (13) Occupational Skills Training (14) Follow-up Services
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State Vocational Rehabilitation (VR) program REQUIRED Authorized under title I of the Rehabilitation Act of 1973 (29 U.S.C.720 et seq.), as amended by title IV of WIOA	NM Department of Vocational Rehabilitation 1596 Pacheco St. Suite 203 Santa Fe, NM 87505 Dr. Stephon L. Scott (505) 954-8500 Stephon.scott@dvr.nm.gov	Off site		Yes	The mission of the New Mexico Division of Vocational Rehabilitation (NMDVR) is to encourage and assist the efforts of New Mexicans with disabilities to reach their goals for working and living in their communities. Services include vocational counseling and guidance, job search assistance, job development and placement assistance, pre-employment transition services, training, and post-employment services. This partner is a core partner, co-located, and required in the New Mexico Workforce Connection Centers.
Temporary Assistance for Needy Families (TANF) – NMWorks CareerLink & Wage Subsidy Programs REQUIRED TANF, authorized under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.)	Office of the Secretary-Health Care Authority Secretary Kerry Armijo P.O. Box 2348 Santa Fe, NM 87504 505-827-7750	Off-site		Yes	The Temporary Assistance for Needy Families (TANF) program provides a monthly cash benefit used to meet basic family needs such as housing, utilities, and clothing. New Mexico Works connects TANF participants to exciting career opportunities through the Career Link and Wage Subsidy programs. This partner is co-located in the New Mexico Workforce Connection Centers.

Accelerated College and Career Education (ACCE) ADDITIONAL 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	UNM Valencia – Authorized by the Department of Health and Human Services (HHS) Ronald Salazar, Ph.D. Accelerated College & Career Education Program (ACCE) Dr. Laura Mussel White Interim Chancellor (505) 925-8600 lmusselwhite@unm.edu	Off site		MOU Pending, not contributing financially	The Accelerated College and Career Education (ACCE) program is a large collaborative project funded in part by the Human Services Department (HSD). It serves students receiving Temporary Assistance to Needy Families (TANF) who are often referred to as a “hardest to serve” population and are seeking to obtain their high school credential.
WIOA Title 1 Youth-Tribal REQUIRED	Alamo Navajo Schools P.O. Box 907 Magdalena, NM 87825 Alamo Navajo School Board, Inc. C/O Division of Community Services Marlene Herrera, Community Services Director W- 575-854-2609 ext 1403 C- (575) 517-7640	Off site		Yes	The youth program provider serves the youth in the southwestern region by providing education and training to the youth by providing the following 14 elements required by WIOA: (1) Financial Literacy (2) Entrepreneurial skills training (3) Services that provide labor market and employment information in the local area

	marleneh@ansbi.org				(4) Activities that help youth transition to post-secondary education and training (5) Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster (6) Adult Mentoring (7) Supportive Services (transportation, child care, housing, medical) (8) Guidance and Counseling (9) Leadership Development (10) Alternative Education (11) Dropout Prevention/Tutoring (12) Paid/Unpaid work experience including internships & summer employment (13) Occupational Skills Training (14) Follow-up Services
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Reentry Employment Opportunities (REO) programs REQUIRED (REO authorized by the Department of Labor (DOL) under Sec. 212 of the Second Chance Act of 2007 (42 U.S.C. 17532) and WIOA sec. 169	Department of Probation, Parole, and Pardon Services Byron Brown, Reentry Director 4337 State Road 14 Santa Fe, NM 87502 (505) 252-2074 Byron.brown@cd.nm.gov	Off Site		Yes	This partner provides re-entry services to those in the system by providing them with career plans and educational opportunities.
Title V – Senior Community Service Employment Set-Aside Grantees REQUIRED Senior Community Service Employment Program (SCSEP),	NICOA, National Indian Council on Aging 8500 Menaul Blvd NE, Suite B 470 Albuquerque, NM 87112 505-292-2001 Goodwill Industries of El Paso, Inc. Monica Noyles 1440 Miracle Way Dr. El Paso, Texas 79925 (915) 778-1858	Off Site		Yes	The partner provides services to seniors by hiring some SCSEP participants into permanent positions as they become available and places others with local employers.

authorized under title V of the Older Americans Act of 1965 (42 U.S.C. 3056 seq.)	mnoyles@goodwillep.org				
		Off Site			
Job Corps REQUIRED Job Corps, WIOA Title I, Subtitle C	Roswell Job Corps Center Haily Gonzalez 57 South G Street Roswell, NM 88203 575-637-1889 Gonzalez.haily@jopcorps.org	Off Site		Yes	Job Corps' mission is to educate and train highly-motivated young people for successful careers in the nation's fastest-growing industries. The Job Corps program's mission to teach eligible young people the skills they need to become employable and independent and place them in meaningful jobs or further education. Job Corps work-based learning (WBL) program provides students with opportunities to link their career technical training with practical, on-the-job activities. Students participating in WBL improve their work habits and attitudes, identification of goals and aptitudes, and the motivation to complete and further their education.

Adult Basic Education REQUIRED Authorized by the Department of Education (ED) WIOA Title II Adult Education and Family Literacy Act (AEFLA) Program	Doña Ana Community College- Espina Quintana Learning Center 1015 Sam Steel Way Tricia Brainard, Director of Adult Education (575) 527-7741 TBrainard@dacc.nmsu.edu Western New Mexico University P.O. Box 680 Silver City, NM 88062 Damien Davies, Adult Education Services Manager Main Office: (575) 574-5101 Direct Line: (575) 574-5122 Damien.davies@wnmu.edu UNM Valencia 280 La Entrada Los Lunas, NM 87031 Michael Carriere, Interim Manager Next Steps & ACCE 505-925-8920 mcarriere@unm.edu	Off Site Off Site Off site		Yes Yes Yes	The adult basic education partners provide adult education and skills development programs promoting achievement by receiving diplomas and credentials. The Title II funds can be used for activities assisting eligible adults (16 years and older) with obtaining postsecondary education, training, or employment. Specifically, the funds serve people with barriers to employment, including English language learners, low-income individuals, and immigrants.
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Carl D. Perkins Career & Technical Education Act (Perkins V), authorized by the Department of Education (ED) REQUIRED 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.)	Doña Ana Community College 2345 E. Nevada Ave. Las Cruces, NM 88001 Mary, Ulrich, Executive Director WIOA Youth Program (575) 527-7526 mulrich@dacc.nmsu.edu	Off Site		Yes	The partner provides career and technical training services. 1. Building on the efforts of states and localities to develop challenging academic and technical standards and to assist students in meeting such standards, including preparation for high skill, high wage, or high demand occupations in current or emerging professions; 2. Promoting the development of services and activities that integrate rigorous and challenging academic and career and technical instruction, and that link secondary education and postsecondary education for participating career and technical education students; 3. Increasing state and local flexibility in providing services and activities designed to develop, implement, and improve career and technical education, including tech prep education; 4). Conducting and disseminating national research and disseminating information on best practices that improve career and technical education programs, services, and activities; 5. Providing technical assistance that: A. Promotes leadership, initial preparation, and professional development at the state and local levels; and B. Improves the quality of career and technical education teachers, faculty, administrators, and counselors. 6. Supporting partnerships among secondary schools, postsecondary institutions, baccalaureate degree granting institutions, area career and technical education schools, local
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					workforce investment boards, business and industry, and intermediaries; and 7. Providing individuals with opportunities throughout their lifetimes to develop, in conjunction with other education and training programs, the knowledge and skills needed to keep the United States competitive.
Community Services Block Grant Act (CSBG) REQUIRED Authorized by the Department of Health and Human Services (HHS) Employment and training activities carried out under the CSBG Act (42 U.S.C. 9901 et seq.)	Office of the Secretary- Health Care Authority Secretary, Kerry Armijo P.O. Box 2348 Santa Fe, NM 87504 505-827-7750	Off Site		Yes	The Community Services Block Grant is designed to help low-income individuals and families: secure and retain meaningful employment; attain an adequate education; improve the use of available income, obtain adequate housing, obtain emergency assistance, including health and nutrition services; remove obstacles which block the achievement of self-sufficiency; and achieve greater participation in the affairs of the community. The U.S. Department of Health and Human Services provides Community Services Block Grant funds to the 50 states, etc.

Unemployment Insurance, authorized by the Department of Education (ED) REQUIRED Budget Control Act, 2016, WIOA Act of 2014, Unemployment Insurance Program Letter 19-15	New Mexico Department of Workforce Solutions 401 Broadway NE Albuquerque, NM 87102 Cabinet Secretary, Sarita Nair 505-841-8405 Sarita.Nair@state.nm.us	Off-site		Yes	New Mexico Unemployment Compensation Law provides that an unemployed individual shall be eligible to receive benefits only if it is determined that the individual is able, available, and actively seeking work. Job seeker assistance is available at the local Workforce Connection Centers. Online assistance and resources are also available through the New Mexico Workforce Connection online portal to virtual job-matching services and many other workforce resources. Job Seekers can also file by phone by calling 1-877-NM-4MYUI (1-877-664-6984). Unemployment Insurance claims are processed by the New Mexico Department of Workforce Solutions (NMDWS), and there are two ways to file for Unemployment Insurance benefits; online and by phone.
National Farmworker Job Program (NFJP) WIOA Sec. 167	MET INC PO Box 1838 New Caney, Texas 77357 Cynthia Verdeja, Director of Employment and Training Programs 281-689-5544 verdeja@metinc.org	Co-located	3	Yes	NATIONAL FARMWORKER JOBS PROGRAM The National Farmworker Jobs Program (NFJP) is a nationally-directed, locally-administered program of services for migrant and seasonal farmworkers (MSFWs) and includes 53 Career Services and Training grants and 9 Housing grants across the United States and Puerto Rico. See Career Services and Training Grants and Housing Grants for more information.

					The program partners with community organizations and state agencies to counter the chronic unemployment and underemployment experienced by farmworkers who depend primarily on jobs in agricultural labor performed across the country. The NFJP is an integral part of the public workforce system and a partner in the nationwide network of American Job Centers. In addition, NFJP partners with state monitor advocates to provide services to farmworkers and their families working in agriculture employment.
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Three Criteria for Evaluating a Comprehensive One-Stop Center for the NM Workforce Connection System:

The following are questions to guide your process for evaluating the comprehensive One-Stop Center for effectiveness, accessibility and continued quality improvement. Answer the questions in the interactive fields of the PDF certification document, it will scroll to accommodate the length of the answers. Use TAB to move between the fields. Then SAVE AS to your desktop with *your name* added to the document title and email back to Margarito Aragon If you have any questions or technical issues with the document, please contact Cindy Gallegos

- I. Rank on a scale of 1 to 5, where the site believes it is in its path toward meeting, or exceeding, the stated standard.
 - 5 = achieved the standard and excelling
 - 4 = significantly meeting standard with some work yet to do
 - 3 = have some of the elements in place, some of the time
 - 2 = making progress but long way to go
 - 1 = no progress yet

These scores will be use by the Certification Team as benchmarks for the site and help point to both areas of excellence and those in need of improvement.

I. EFFECTIVENESS	
Check the box where you think the site is with regard to effectiveness in integrating available services for participants and businesses.	
5	4
3	2
1	
CRITERIA	RESPONSE
How well does the one-stop integrate available services for participants and business? (Including job training programs offered through community colleges and other public and private institutions, registered apprenticeships, adult education, on the job training, etc.)	The Operator coordinates the service delivery of all partners within the One-Stop system. Partner managers and supervisors have oversight and directly authority over their respective program staff, and the Operator works collaboratively with partner staff and their managers and supervisors to make the centers function as a whole.
How well does the one-stop meet the workforce needs of participants?	Currently, SAWDB One-Stop is organized by functional areas, which include representation of all partners currently co-located as well as referrals to entities that provide training and employment services. Functional areas include: Welcome Team, Resource Room, Career Assessment/Career Services Team, Training and Education Opportunities Team, Business Services Team, and Veterans Team.
How well does the one-stop meet the employment needs of businesses?	
Does evidence exist to demonstrate any cost efficiencies?	
How well are services coordinated across programs?	The one stop integrates services to participants and business by providing consistent training amongst partners. Cross training and each partner acquiring knowledge of the others' responsibility and program components assist with providing more efficient one stop services. Monthly partner meetings are coordinated. Each partner presents on their programs.
Does evidence exist to support effective partnership development and implementation among partner programs and staff?	
Does evidence exist to support effective partnership development and implementation among partner programs and staff?	Standard Operating procedures are being developed and the following have been completed:
Does evidence exist to support effective and practical resolution to one-stop customer feedback?	Customer Flow Process Provider Referral Tool IT Support

	Community Meetings are conducted to connect partners with community organizations. Surveys are conducted for employers and customers to provide the information needed to improve in all areas. A Newsletter of Social Media, email outlets, website postings are utilized to advertise all services. A list of websites and social media outlets will be provided. Touchpoint offices have been established in rural areas of Catron County and Hidalgo County. After hours and weekend events are coordinated. Calendar of events will be attached.
See Department of Workforce Solutions Guidance 16-002 pages 2-3 for examples of evidence to support criteria to inform your responses.	

II. PHYSICAL AND PROGRAMMATIC ACCESSIBILITY	
Check the box where you think the site is with regard to effectiveness in integrating available services for participants and businesses.	
5	<u>4</u>
3	2
1	
CRITERIA	RESPONSE
How well does the one-stop ensure equal opportunity for individuals with disabilities to participate and benefit from program services?	DVR is a highly engaged partner. Once a potential participant discloses a disability, a co enrollment process begins and they are referred to DVR.
What actions does the one-stop center take to comply with disability-related regulations, including: reasonable accommodations to provide for physical accessibility and	The One Stop provides a ADA keyboard and mouse for customers in the center.

reasonable modifications to policies, practices, and procedures, where necessary, to avoid discrimination against person with disabilities? Does evidence exist to demonstrate the administration of programs in the most integrated setting possible? Does evidence exist to demonstrate communication with persons with disabilities and youth as effectively as with others? How well does the one-stop meet the needs of other targeted groups, such as individuals with low literacy levels, older individuals, and others? Does evidence exist to demonstrate the provision of auxiliary aids and services, including assistive technology devices and services? Does evidence exist to demonstrate the engagement of youth? How are youth services advertised and marketed? Is the one-stop center youth friendly and accessible? Does evidence exist to demonstrate programmatic accessibility to remote areas using technology or other means? How are customers living in remote areas engaged in one-stop services? How effective is the one-stop in delivering extended hours of service?	Interpreters are available when requested and ASL interpreters are present at job fairs      /employnm  Handicap accessible parking is available at the one stop center. All public notices contains the required verbiage Touchpoint offices have been established in rural areas of Catron County and Hidalgo County. After hours and weekend events are coordinated. Calendar of events will be attached.
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See Department of Workforce Solutions Guidance 16-002 pages 2-3 for examples of evidence to support criteria to inform your responses.

III. CONTINUOUS QUALITY IMPROVEMENT	
Check the box where you think the site is with regard to effectiveness in integrating available services for participants and businesses.	
5	<u>4</u>
3	2
1	
CRITERIA	RESPONSE
How well does the one-stop support the achievement of negotiated local performance levels for the local area?	Reports for job referrals and placements are monitored by the one stop and included in the monthly report.
Does evidence exist to demonstrate a regular process for identifying and responding to technical assistance needs of partners and staff?	Monthly colocated meetings are held and calendar is attached All partners are working to bridge the gap
Does evidence exist to demonstrate the provision of continuing professional development for partners and staff?	Presentation and cross training of programs to educate other partners.
How well does the one-stop capture and use specific customer and business feedback to improve or modify system practices and services?	Workforce GPS training are conducted via webinar Financial literacy course was offered Surveys are conducted
See Department of Workforce Solutions Guidance 16-002 pages 2-3 for examples of evidence to support criteria to inform your responses.	

AGENDA ITEM SUMMARY

Joint Meeting of Region IV, Chief Elected Officials, and
Southwestern Area Workforce Development Board

September 17, 2026

SAWDB Agenda Item

Election of Officers

SUMMARY OF AGENDA ITEM

In accordance with the bylaws, the Board elects its Chair and Vice-Chair annually. The positions of Chair and Vice-Chair shall be a member of the private sector and shall be nongovernmental persons. The term for each position is for one year, beginning September 1. The elected member may continue in office for two consecutive terms. Nominations will be taken and voted on at the board meeting.

The following table shows which members qualify as Chair and Vice-Chair

CHAIR	VICE-CHAIR
Alisa Estrada	Alisa Estrada
Jacqueline Fryar	Jacqueline Fryar
Mailette Lopez	Mailette Lopez
Ross Marks	Ross Marks
Tiffany Martinez	Tiffany Martinez
Michael Olguin	Michael Olguin
Joshua Orozco	Joshua Orozco
Christopher Rodriguez	Christopher Rodriguez
Anton Salome	Anton Salome
JC Trujillo	JC Trujillo
Jeff Waugh	Jeff Waugh
Mona Rae Waugh	Mona Rae Waugh
Gary Whitehead	Gary Whitehead

BOARD'S OPTIONS ARE TO

- Elect a Chair and Vice Chair

DEPENDING ON ACTION TAKEN, ITEM MAY BE REFERRED OR REPORTED TO

- Staff or committee, as directed.

THIS ITEM SUPPORTS STRATEGIC PLAN GOAL(S)

- Supports all strategic plan goals

LIST OF SUPPORTING INFORMATION FOR YOUR REVIEW

- Bylaws of the Southwestern Area Workforce Development Board, Article VI, Officers



CEO Consent Concurrence Items



CEO

Action Items

AGENDA ITEM SUMMARY

Joint Meeting of Region IV, Chief Elected Officials, and Southwestern Area Workforce Development Board	September 17, 2026
Agenda Item Election of CEO officers	
SUMMARY OF AGENDA ITEM In accordance with NMAC 11.2.4.7, there are seven voting CEO members – one county commission representative per county. From the voting CEO members, a Lead CEO (chair) and Vice-Lead (vice-chair) must be elected for the continuation of business. This agenda item is to elect a Chief Lead Elected Official (Chair) and a Vice-Lead Elected Official (Vice-Chair). Terms are for two years. DEPENDING ON ACTION TAKEN, ITEM MAY BE REFERRED OR REPORTED TO • Staff or committee, as directed. THIS ITEM SUPPORTS STRATEGIC PLAN GOAL(S) • Supports all strategic plan goals LIST OF SUPPORTING INFORMATION FOR YOUR REVIEW • None	



Reports & Information Items



Administrative & Financial Reports:

WIOA Administrator

Glory Juarez

Technical Assistance & Training

Jaymi Simms

Financial Report

Skylar Arnold



WIOA Administrator

Glory Juarez



Technical Assistance & Training

Jaymi Simms

SOUTHWESTERN AREA WORKFORCE DEVELOPMENT BOARD
Adult & Dislocated Worker Services and Youth Services
Technical Assistance and Training
from July 1, 2025, through June 30, 2026

TECHNICAL ASSISTANCE

Program	Sessions	Hours
Adult & Dislocated Worker	571	240.75
Equus Youth	60	31
Alamo Youth	65	34
ETPL	293	219.75

SOUTHWESTERN AREA WORKFORCE DEVELOPMENT BOARD
Adult & Dislocated Worker Services and Youth Services
Technical Assistance and Training
from July 1, 2025, through June 30, 2026

TRAINING

Program	Dates	Hours
Equus ADW/Youth Q2 Training	December 17, 2025	1.5
Training Details		
1. Desk Reviews		
2. Follow-ups		
3. OJT and TJ voucher review		
4. Supportive Service Voucher		
5. Supportive Service Mileage reimbursement SWAGL 25-01		
6. ITA Voucher and ITA Policy		

SOUTHWESTERN AREA WORKFORCE DEVELOPMENT BOARD
Adult & Dislocated Worker Services and Youth Services
Technical Assistance and Training
from July 1, 2025, through June 30, 2026

TRAINING

Program	Dates	Hours
Equus ADW/Youth ANSBI Youth Q3 Training	April 4, 2026	2.5
Training Details		
OJT/TJ UI Tax Verification Employer Verification Process for Work-Based Training Memorandum Overview of the WIOA Youth Policy 18-04.2 Program Priorities Basic Eligibility Requirements OSY and ISY Eligibility Details (Documentation, Self-attestation, and Assessments) Youth Assessment Requirements Required Youth Program Elements Follow-Up and Performance PY23 Program Services and Delivery Systems Finding #1 TEGL 09-22 (4) (e) Assessment TEGL 21-16 (5) Program Design		

SOUTHWESTERN AREA WORKFORCE DEVELOPMENT BOARD
Adult & Dislocated Worker Services and Youth Services
Technical Assistance and Training
from July 1, 2025, through June 30, 2026

TRAINING

Program	Dates	Hours
Equus ADW/Youth Q4 Training	May 19, 2026	1
Training Details		
1. Incentives Form		
2. Disbursement Form		
3. Supportive Services		
4. Supportive Service Documentation (Shopping Cart)		
5. Doc Tags		
6. Measurable Skills Gain		
7. Credentials		
8. How to Enter MSG and Credentials in the Application on NMJobs		
9. Closing out OAS/IEP		

SOUTHWESTERN AREA WORKFORCE DEVELOPMENT BOARD
Adult & Dislocated Worker Services and Youth Services
Technical Assistance and Training
from July 1, 2025, through June 30, 2026

TRAINING

Program	Dates	Hours
AE and Service Provider Leadership Annual Training	May 22, 2026	5
Training Details		
Overview of 4-year plan and current guidance for amendments		
Other AE items (LFC report, One Stop Cert, Performance Negotiations, Website, Referral System)		
Other Service Provider projects, reports, initiatives		
LFC report discussion		
Recommendations on how to approach		
Youth industry forums and other initiatives		
OSO's role and partnership		
OJT Discussion (PM's parking lot list)		
Communication and Teamwork Discussion		
Problem Solving-Creating Solutions Together (SWOT Analysis)		
Discussion of Funding and Performance Measures		
Storytelling- Success Stories		



Financial Report

Skylar Arnold



One-Stop Operator Report

Giselle Palomares

Sarah Raney

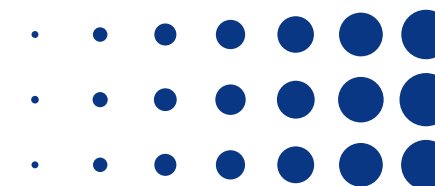


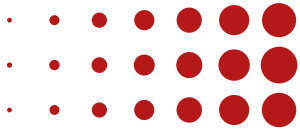
ONE-STOP OPERATOR REPORT



PY 25 Q4

Presented By : Giselle Palomares
& Sarah Raney



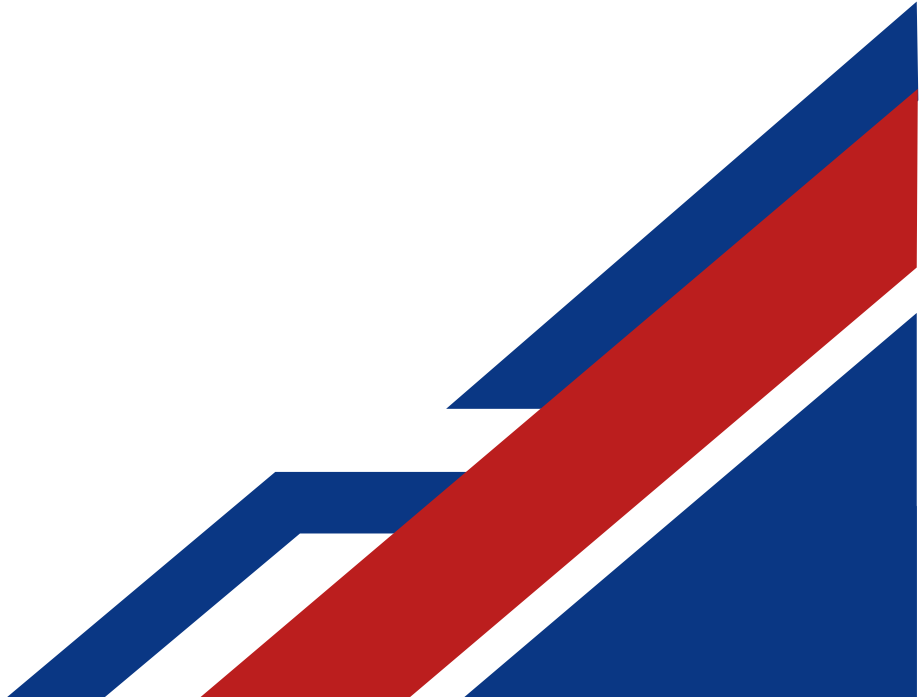


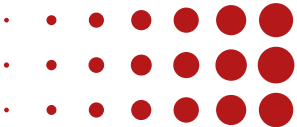
PY25 Q4 <<<<

AJC NM SW AREA DATA

(DATA PROVIDED FROM NM JOBS)

NM JOBS Newly registered individuals	1,277
Total # of referrals to WIOA (Adult/DW & Youth)	391
Total number of services provided to individuals	32,104
Total number services provided employers	2,086
Total number of job orders created	359
Total number of job referrals	951
Total number of job placements	201

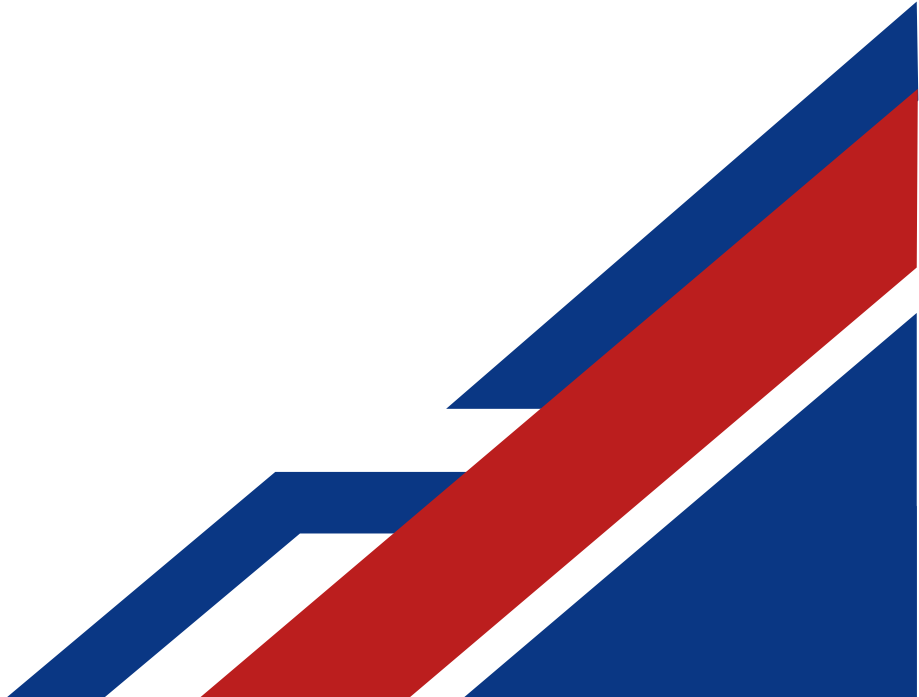




PY25 Q4 <<<<

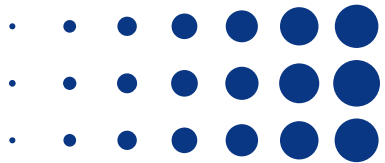
AJC NM SW AREA FOOT TRAFFIC

DEMING	1,879
LAS CRUCES	3,192
SILVER CITY	445
SOCORRO	153
SUNLAND PARK	611
TRUTH OR CONSEQUENCES	17
TOTAL	6,297



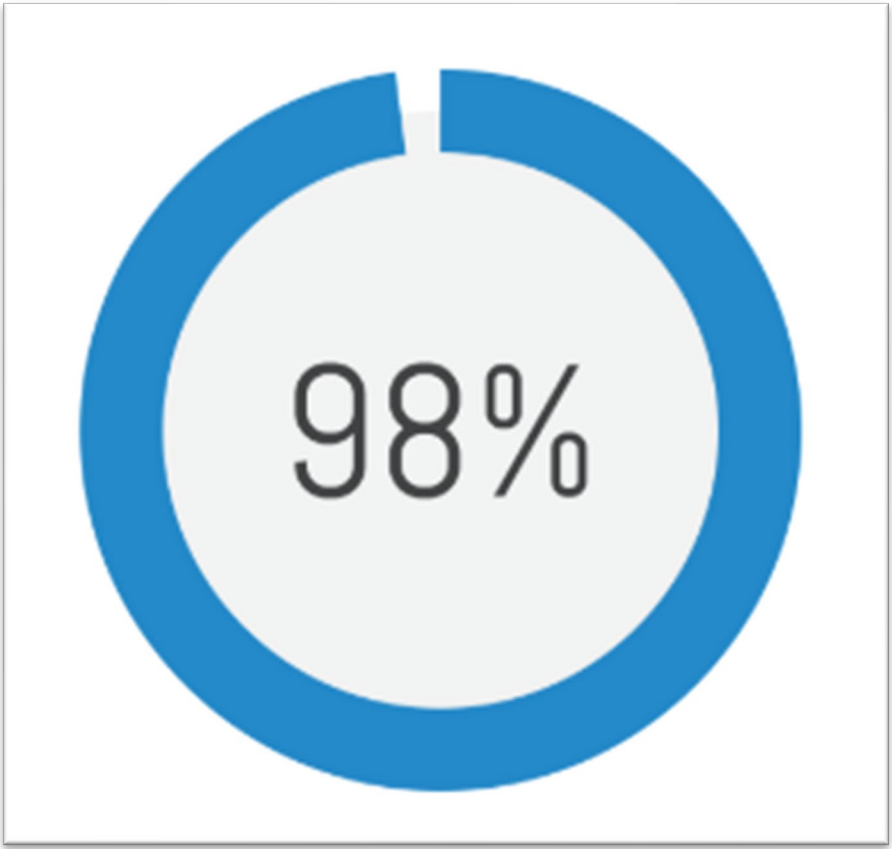


CATRON COUNTY	0
DONA ANA COUNTY- LAS CRUCES	19
DONA ANA COUNTY- SUNLAND PARK	5
GRANT COUNTY- SILVER CITY	57
HIDALGO COUNTY	0
LUNA COUNTY- DEMING	51
SIERRA COUNTY- T OR C	1
SOCORRO COUNTY- ALAMO NAVAJO RESERVATION	0
SOCORRO COUNTY- SOCORRO	1
TOTAL	134



PY25 Q4

CUSTOMER SURVEYS

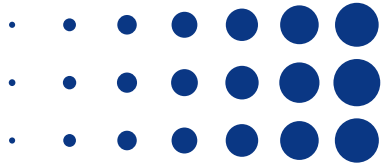




CATRON COUNTY	0
DONA ANA COUNTY- LAS CRUCES	5
DONA ANA COUNTY- SUNLAND PARK	2
GRANT COUNTY	4
HIDALGO COUNTY	0
LUNA COUNTY	4
SIERRA COUNTY	0
SOCORRO COUNTY- ALAMO NAVAJO RESERVATION	0
SOCORRO COUNTY- SOCORRO	0
TOTAL	15

PY25 Q4

EMPLOYER SURVEYS



SOMETHING TO RAVE ABOUT <<<<< 160

- Honestly I really enjoyed how fast I was helped and the details and services I was provided with. The timely manner I was there and worked through two different assignments, also got extra information besides what I originally came in for. (Vicente Castillo)
- Elaine was amazing! She helped me rebuild my resume and assisted me in searching for jobs I qualified for. She went above and beyond and took her time to help me with anything I needed.
- Michael was very cooperative, he's very kind and respectful. Explains all our questions in very good detail.
- Samantha provided direct support: Provided contact information and referrals to support both the employee and employer. Strategic Insight: Offered guidance on future requirements and addressed immediate needs with actionable resolutions.
- I received excellent services, I got valuable information and mr Villalobos was professional and patient and worked very hard to create a resume. im very pleased with his professional manor and going to the furthest extent to make sure I got everything i asked for.
- Kerena es muy profesional. Me ayudó con mucha paciencia en hacer mi resume y la carta d presentación, y en todo respecto d enviar mi solicitud d trabajo. Estoy muy feliz d poder contar la ayuda tan increíble d su oficina. No hubiese podido lograr lo q necesitaba hacer sin el apoyo q me brindaron.

OUTREACH, RECRUITMENT & RESOURCE EVENTS



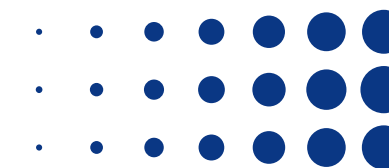
Please see the Outreach & Recruitment spreadsheet attached to your packet. It will have all the events listed for PY25 Q4 and upcoming events for PY26 Q1.

If you have any questions, please reach out to Giselle Palomares.



PY25 Q4

WORKFORCE HEROES



**WORKFORCE HERO
OF THE MONTH**

ANA CARREON
AJC LAS CRUCES

Thank you for your passion, dedication, and commitment to serving your community. Your efforts inspire us all and have not gone unnoticed.

WIOA Title I-financially assisted programs and activities are an Equal Opportunity Employer/Program. Auxiliary aids and services are available upon request to individuals with disabilities. Relay New Mexico: 711 (Voice) or 1-800-659-8331 (TTY). For federal grant funding disclosures, visit <https://www.employnm.com>

**WORKFORCE HERO
OF THE MONTH**

ARMANDO FLETCHER
AJC SILVER CITY

Thank you for your passion, dedication, and commitment to serving your community. Your efforts inspire us all and have not gone unnoticed.

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**WORKFORCE HERO
OF THE MONTH**

JOSHUS STOLLER
AJC LAS CRUCES

Thank you for your passion, dedication, and commitment to serving your community. Your efforts inspire us all and have not gone unnoticed.

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APRIL 2026

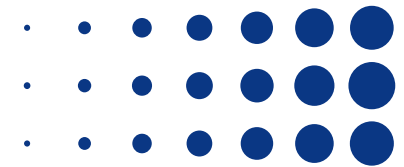
MAY 2026

JUNE 2026

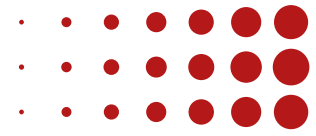


PY25 Q3 SWNM

Partner Meetings



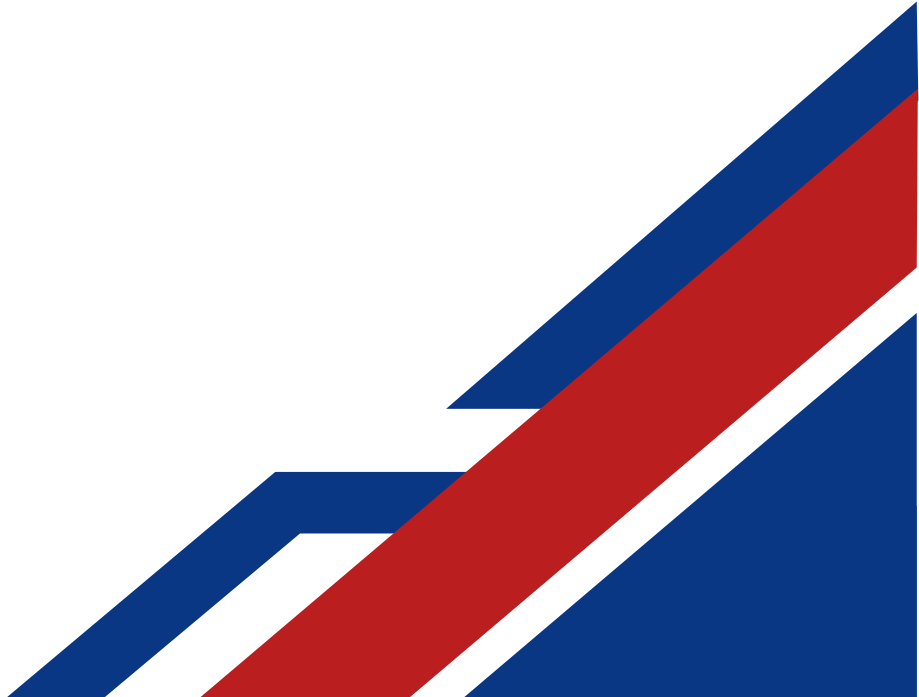
Month	Topic	Presenter(s)
April 2026	- NM Commission for Deaf and Hard of Hearing - Catholic Charities of Southern New Mexico-The Three Sisters	- Susanna Santillan - Perla Castrillo
May 2026	- DWS Career link & Wage Subsidy Programs - DWS Pre-Apprenticeship Program	- Estella miller - Ceanna Pettis-Smith
June 2026	- Top Tier Projects - 915 Gypsy LLC	- Jozue Chairez

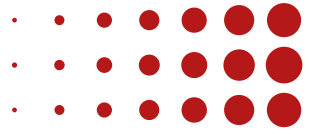


PY25 Q4 <<<<

Partner Cross Trainings

Month	Topic	Presenter(s)
April 16, 2026	- All Staff Training	- Co-located/Core Partners





OSO Projects



Task	Purpose
Universal Partner Information Network (UPIN)	The New Mexico Department of Workforce Solutions (DWS) is implementing the Universal Partner Information Network (UPIN), which will utilize the Findhelp platform to allow workforce partners across each region to send, receive, and track referrals through a shared system. The Southwest Region is partnering with DWS to receive training and assist with the rollout of Findhelp during Program Year 2026. This initiative is expected to improve communication, streamline referral processes, and support increased co-enrollment opportunities among partners.
Co-located/ Core Partner In Person Meeting	The OSO Team is planning to host an in-person Co-Located and Core Partner Meeting in July 2026 to bring partners together and focus on strengthening communication, identifying regional challenges, and collaborating on solutions. While most meetings in Program Year 2026 will be conducted virtually, the OSO Team recognizes the importance of hosting two to three in-person meetings throughout the year to foster relationship-building and regional alignment. Additionally, the OSO Team will conduct one-on-one meetings with partners to gain a better understanding of individual successes, challenges, and needs, while identifying opportunities to enhance collaboration and improve service delivery across the Southwest Region.
Access Points	The OSO Team will work closely with the Area Expansion (AE) Team and regional partners to strengthen existing access points and establish new access points throughout Southwest New Mexico. These efforts will focus on increasing accessibility to workforce services, expanding community reach, and ensuring customers have greater access to AJC NM resources throughout the region.
Increase Customer & Employer Survey Participation	Work with leadership and staff to standardize survey distribution, promote participation, and embed survey collection into daily operations to increase response rates and gather meaningful feedback for continuous service improvement.
Community of Hope Job Readiness	The One-Stop Coordinator is collaborating with Title I, Title III, and other workforce partners to re-establish the Community of Hope Job Readiness Fair during Program Year 2026. This initiative will provide Community of Hope residents with access to employment resources, workforce services, job readiness training, and connections to regional employers and partner programs.



THANK YOU

Giselle Palomares

One-Stop Operator

 giselle.palomares@equusworks.com

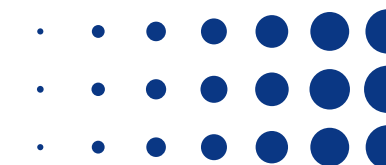
 575-528-8636

Sarah Raney

One-Stop Coordinator

 sarah.raney@equusworks.com

 505-485-9148



PY25 Q4 Events		
Date of event	Name of event	What type of event?
4/1/2026	Heroes Hiring Heroes	Recruitment
4/2/2026	Socorro Business Meet and Greet	Outreach
4/4/2026	NMDWS Labor Relations Training Series	Outreach
4/8/2026	Verteran Food Drive Deming	Outreach
4/10/2026	Sendero Prep Internship Fair	Outreach
4/15/2026	Gila Regional Community Partner Luncheon	Resource
4/20/2026	Community Grant Fair	Outreach
4/20/2026	Veteran Treatment Court	Outreach
4/22/2026	NMDOH South West Region	Outreach
4/22/2026	NMDOH-Southwest Region Employee All Region Mtg	Outreach
4/22/2026	National Public Health Week All Region Meeting	Outreach
4/22/2026	WNMU Career Fair	Resource
4/25/2026	CreativeCon	Resource
4/28/2026	Veteran Advisory Board	Outreach
5/1/2026	El Corazon De Colymbus and Presbyterian Community Health Fair	Outreach
5/4/2026	AJC ES and Training Resource Table	Outreach
5/6/2026	Community Coalition Meeting Luna County	Outreach
5/6/2026	Aldo Leopold High School Senior Information Session (In-Office)	Resource
5/7/2026	Teen Summit 2026	Outreach
5/8/2026	TANF VT Presentation to Enrich the Kids	Outreach
5/11/2026	TANF VT Presentation at Community Action Agency of Southern New Mexico Present	Outreach
5/15/2026	AJC ES and Training Resource Table	Outreach
5/18/2026	DAV	Outreach
5/20/2026	TANF VT Presentation with Full Circle Health Center	Outreach
5/20/2026	Fort Bliss Annual Transition EXPO	Recruitment
5/22/2026	MVPHA Spring Fair	Outreach
5/22/2026	Santa Clara City Hall Employment and Training Resource Table with Pamphlets	Outreach
5/28/2026	Chaparral Improvement Meeting	Outreach
6/12/2026	AJC ES and Training Resource Table	Outreach
6/15/2026	DAV Event	Resource
6/17/2026	America's Job Center Information Workshop	Outreach
6/24/2026	Community Health Resource Fair	Resource
6/26/2026	AJC ES and Training Resource Table	Outreach
PY26 Q1 UPCOMING EVENTS		
7/1/2026	Pop-Up Farmers Market	Resource
7/7/2026	ItsQuest Staffing Recruitment Event	Recruitment
7/16/2026	Lordsburg Coalition Meeting	Outreach
7/17/2026	Southwest Pediatric and Family Care Back to School Open House	Outreach
7/20/2026	AJC ES and Training Resource Table	Outreach
7/21/2026	Veteran Resource Fair	Outreach
7/22/2026	AJC Information Workshop	Outreach
7/23/2026	T or C Chamber of Commerce Business After Hours	Outreach
7/27/2026	AJC ES and Training Resource Table	Outreach
7/28/2026	Career Readiness Workshop- Three Sisters Apartments	Outreach
7/29/2026	In Office Employer Networking Events	Recruitment
7/29/2026	Pop-Up Farmers Market	Resource
8/10/2026	Early College High School-OWN Your Future Event	Outreach
8/12/2026	Pop-Up Farmers Market	Resource
8/18/2026	Community of Hope Job Readiness	Outreach
8/19/2026	Tresco Hiring	Recruitment
8/20/2026	Stakeholders meeting for MRGEDA	Outreach
8/21/2026	NMARNG	Outreach
8/22/2026	Duck race parade	Outreach
8/25/2026	OFI Recruitment Event	Recruitment
8/26/2026	Pop-Up Farmers Market	Resource
8/31/2026	Socorro High Career Fair	Outreach
9/15/2026	Job Fair	Recruitment
9/17/2026	Que Pasa WSMR	Outreach
9/23/2026	DAV resouce fair	Resource

46 Job Seekers 51 Employers/Community Agencies

30 Students 30 Interviewers



Service Providers Reports:

Youth Services

Alamo Navajo School Board

Youth Services

NMSU/DACC

Youth Services

Equus Workforce Solutions

Adult/Dislocated Worker Services

Equus Workforce Solutions



Service Providers Reports

Youth Services

Alamo Navajo School Board, Inc.

Alamo Navajo School Board, Inc.



SAWDB WIOA Youth Provider
In-School & Out-of-School Youth

PY25/26 Quarter 4 Report

(April, May, June)

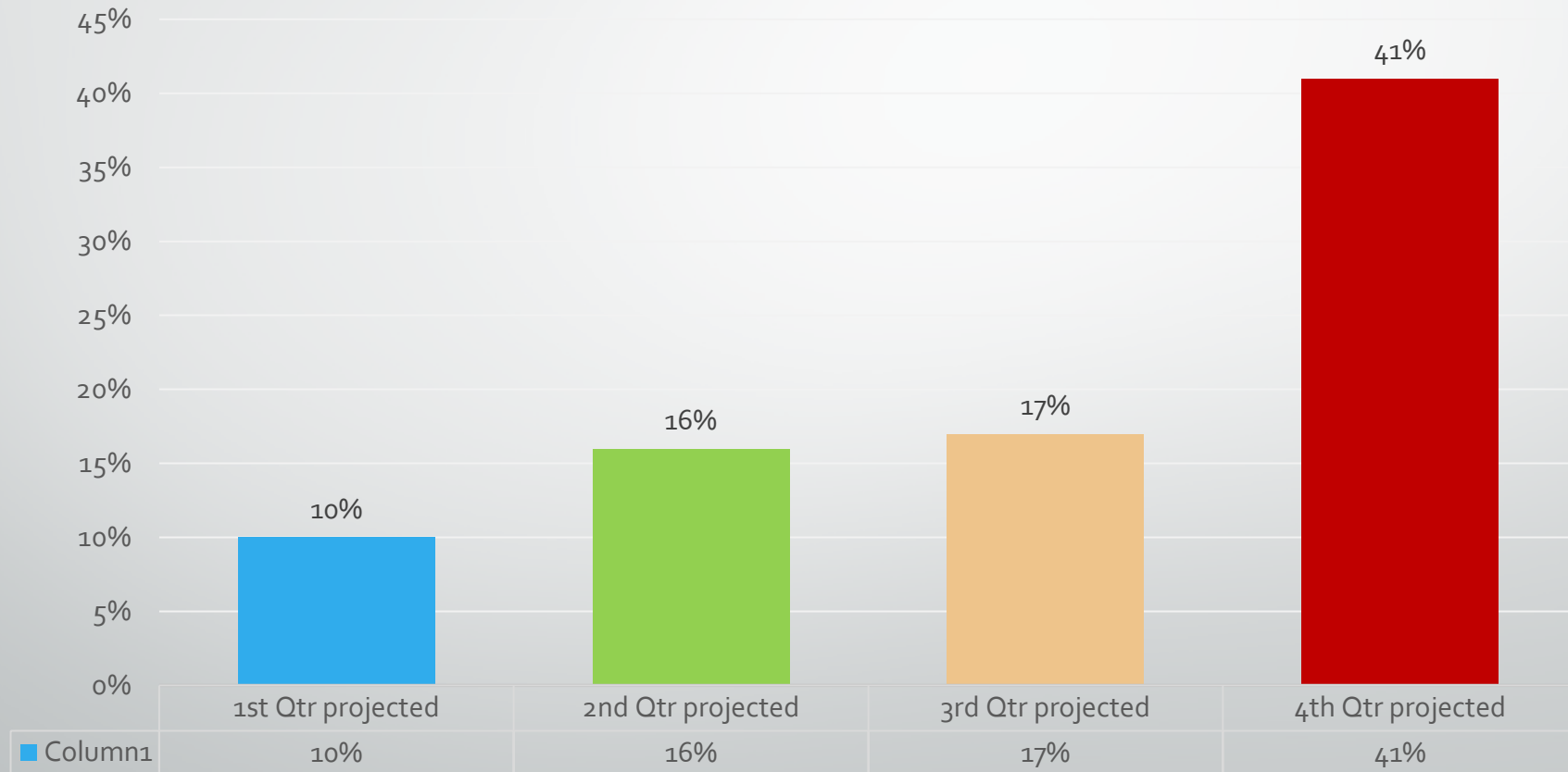


PY25 youth enrollment goal – 30 participants

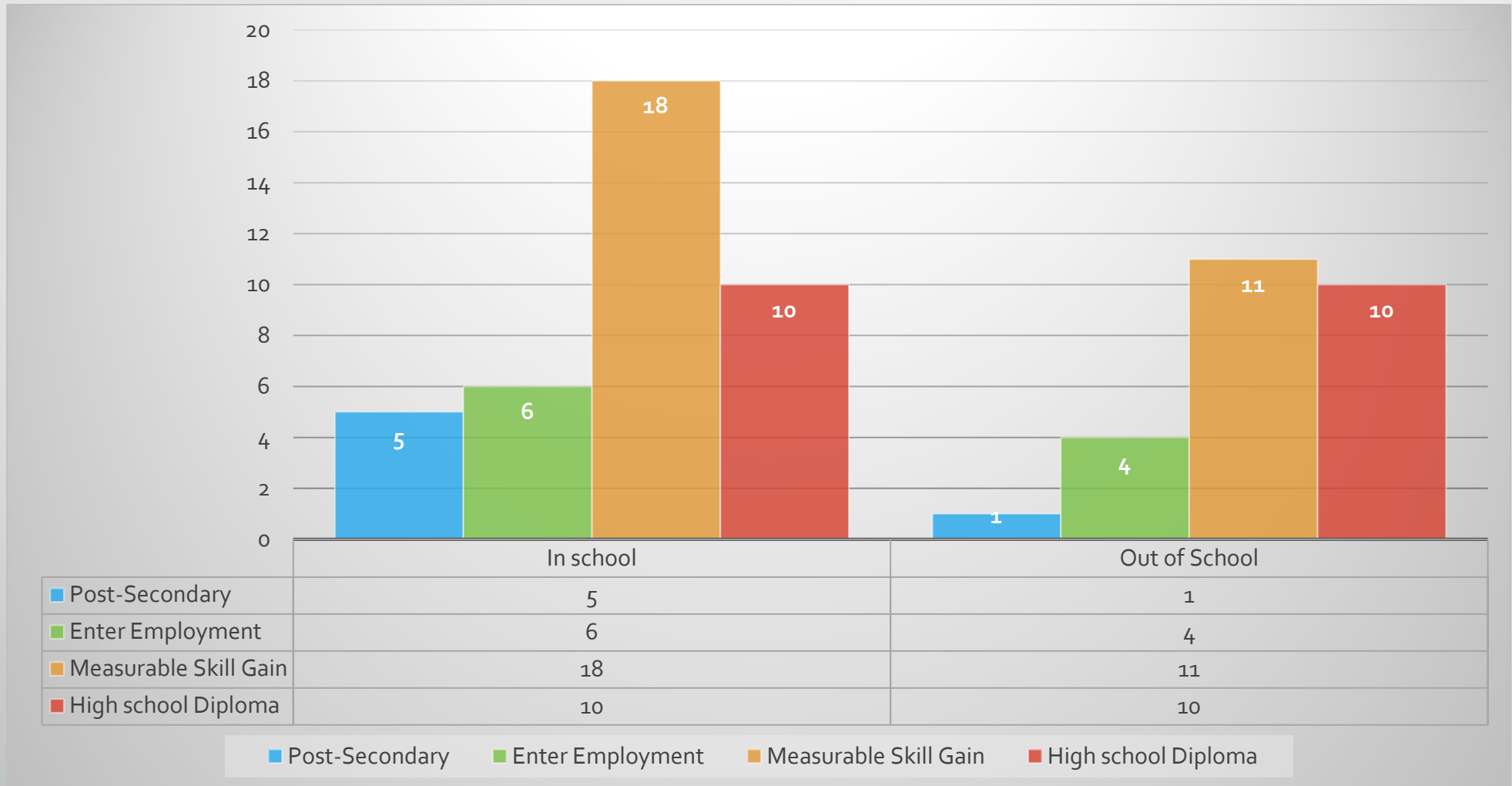
- 10-In-School youth (25%)
 - Goal was met
- 10-Out-of-School youth (75%)
 - 10 enrolled
 - lack 10 participants
- Total Enrollment - 20 participants

Actual Expenditures PY25/26

In school and Out of School



Successful Outcome PY25



Success Story

In School

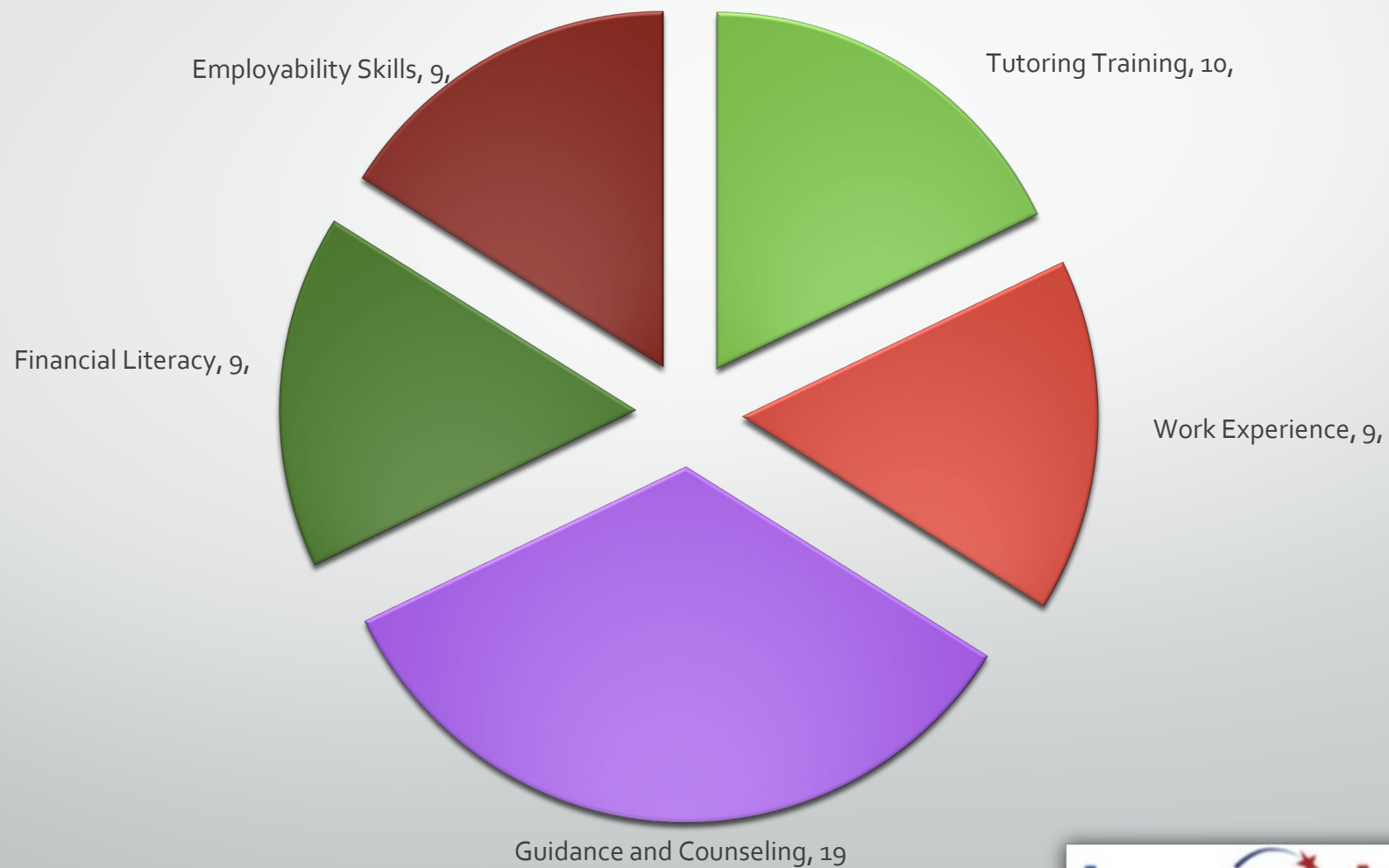
- *A participant has lived on the Alamo Navajo Reservation her whole life. She attended Magdalena High School located 30 miles south of the Alamo Navajo reservation. The participant completed the in-school program with WIOA (SAWDB) successfully. She attained her high school diploma and will be continuing her education with Navajo Technical University in Crown point, New Mexico for a four (4) year bachelor degree program in Social Work. Her decision is based on her life experiences residing on the Alamo Navajo reservation. She wants to get her degree and come back to Alamo to make a difference in the community. The participant is the oldest child in her family who was faced with the challenge of helping to raise her younger sister while staying focused on her own education and career success.*
- *Participant shared, “The WIOA program helped me financially to successfully finish high school. Being enrolled in the program motivated me to be responsible and attend my high school classes every day. I have also learned important job skills that will help me find a job and be a good employee. I want to thank the program for this opportunity in everything I learned about being a responsible participant.”*

Success Story

Out of School

- *A participant enrolled in the out-of-school WIOA program as a single parent to an eight-month old son to gain work experience. The participant didn't have many job placement options in the area of Nursing, as this her interest. Her career goal is to become a nurse. Unfortunately, there are not any openings at the Alamo Clinic because of the HIPAA (Health Insurance Portability and Accountability Act) law which safeguards sensitive patient health information. Instead the participant was placed at the Alamo School to assist with Navajo culture/Language class as a teaching assistant to students from Kindergarten to 12th grade. The Case Manager encouraged her to continue to pursue her career goal, so the participant completed a Certified Nursing Assistant Class and passed the assessments to earned her CNA License in April 2026. The participant completed Work Experience successfully and she will continue her education in nursing and obtain employment in Fall 2026.*
- *Participant shared, "The program helped me gain the expectation of having a real job as well as help me to become familiar with the community and work with children enrolled in the Navajo Culture/Language class. I was also happy to be able to take the CNA class in which my Case Manager advised and now I have a CNA licensure and will be able to work part-time as I prepare to attend college to become a registered nurse. I want to thank the staff for this opportunity to enroll in this program, it really made a difference in my life and future career goals."*

Successful Completion



Services - 14 elements

- Paid and unpaid Tutoring, study skills training – drop-out prevention leading to attainment of high school diploma, digital literacy
- Alternative secondary school – two individuals working on their GED with SIPI
- Paid/Unpaid Work Experience (summer employment, job shadow)
- Occupational Skills Training (work-based learning , First Aid/CPR American Heart, online food handlers, etc.)
- Employability Skills Training – Workforce Preparation Activities - Career Awareness – Life Skills
- Leadership Development Opportunities (exposure to post-secondary, peer mentoring/tutoring,
- Adult Mentoring (provide youth with guidance, support and encouragement on the job, etc.
- Follow-up (regular contact with participants)
- Comprehensive Guidance and Counseling – Career Pathways to help youth transition to post-secondary education and/or training
- Financial Literacy Education (creating personal budgets, setting up checking/savings accounts,)

Alamo Navajo School Board, Inc.
Division of Community Service
P.O. Box 5907
Alamo, New Mexico 87825
(575) 854-2609 ext. 1400

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- Juanisha Padilla: jpadilla@ansbi.org
- Lacey Apachito: laceya@ansbi.org



Service Providers Reports

Youth Services

NMSU/DACC



*connecting you(th) to career training, employment,
opportunity*

WIOA Youth and Young Adult Program



Who are we serving?

Out-of-School Youth (75%)	In-School Youth (25%)
• Currently not in school or training • Ages 16-24 • U.S. Citizen or Permanent Resident	• Secondary or Post-Secondary • Ages 14-21 • U.S. Citizen or Permanent Resident
One or More Barriers to Employment: Justice-Involved, Homeless, Foster Care, Pregnant or Parenting, Disability, Low-income, Basic Skills Needed, English Language Learner	

Why do we need to focus on these youth?

- Young people between the ages of 16 and 24 who are not in school and not working.

National	New Mexico	Doña Ana C	Grant	Luna
10.9%	13.0%	13.4%	17.8%	28.6%
40 M	32,000	5000		

- Barriers: Housing instability, Lack of skills/training, Health and Disability, Low wages of available jobs
- Many are unaware of available education, training, and employment opportunities.

Long Term Effects of Youth Disconnection

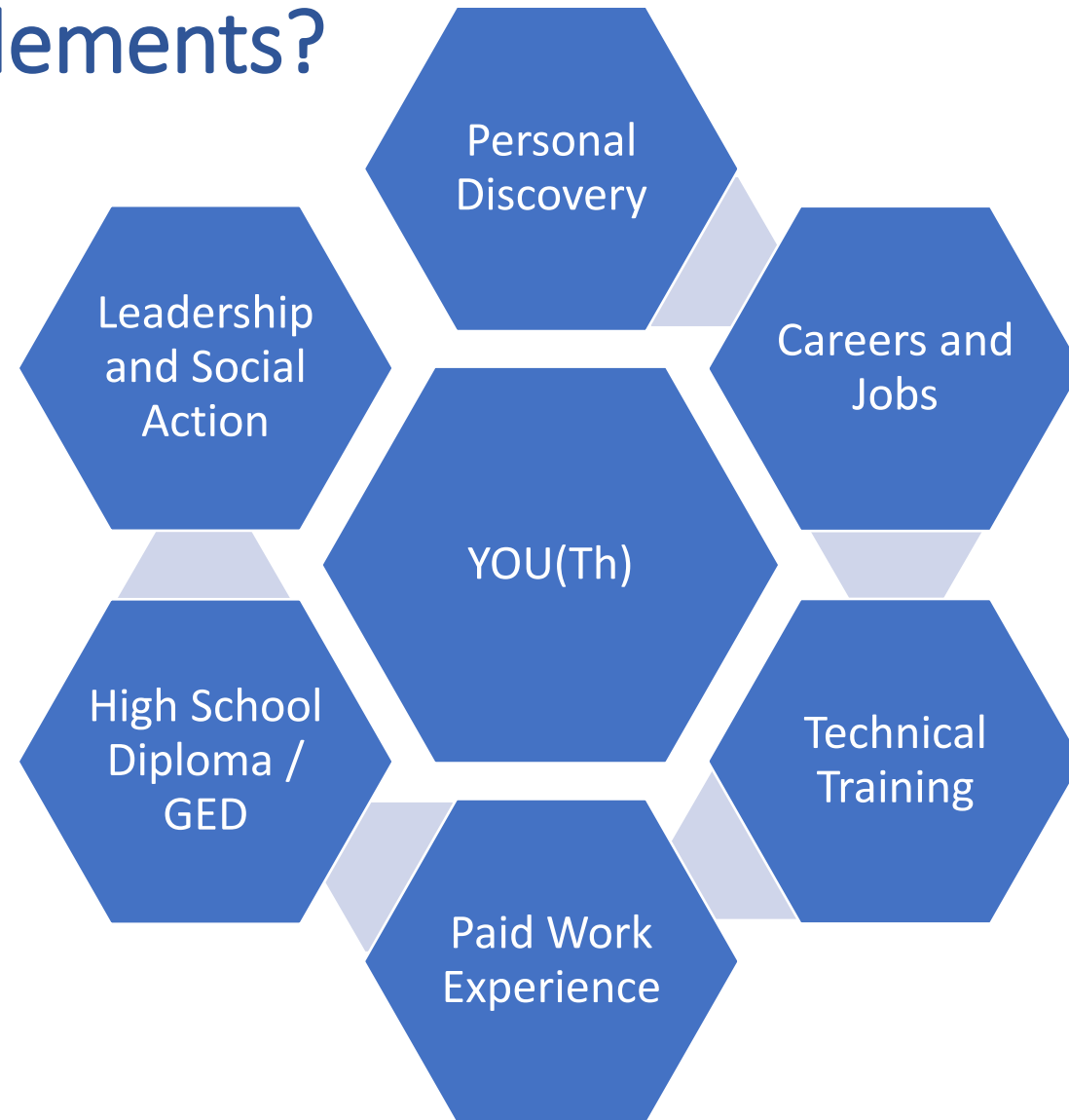
- Almost half (44%) of the disconnected youth surveyed did not finish high school (NM, DWS Survey)
- Youth disconnection associated with lower rates of educational attainment, higher rates of substance abuse, more criminal activity.
- Long Term Outcomes of youth disconnection:
 - Earn \$38,400 less per year
 - 45% less likely to own a home
 - 42% less likely to be employed
 - 52% less likely to report good health

Youth Program Design

- County-Specific Strategies
- Youth Voice & Leadership
- Partner Referrals and Co-enrollment
- Pre-Apprenticeships & IET Programs
- Paid Work Experience
- Summer Programs
- Trauma-informed and Strengths-Based Programming
- Incentives for Program and Milestone Completion

What are the program elements?

WIOA Youth –
The 14 Elements



Career & Life Skills Academy

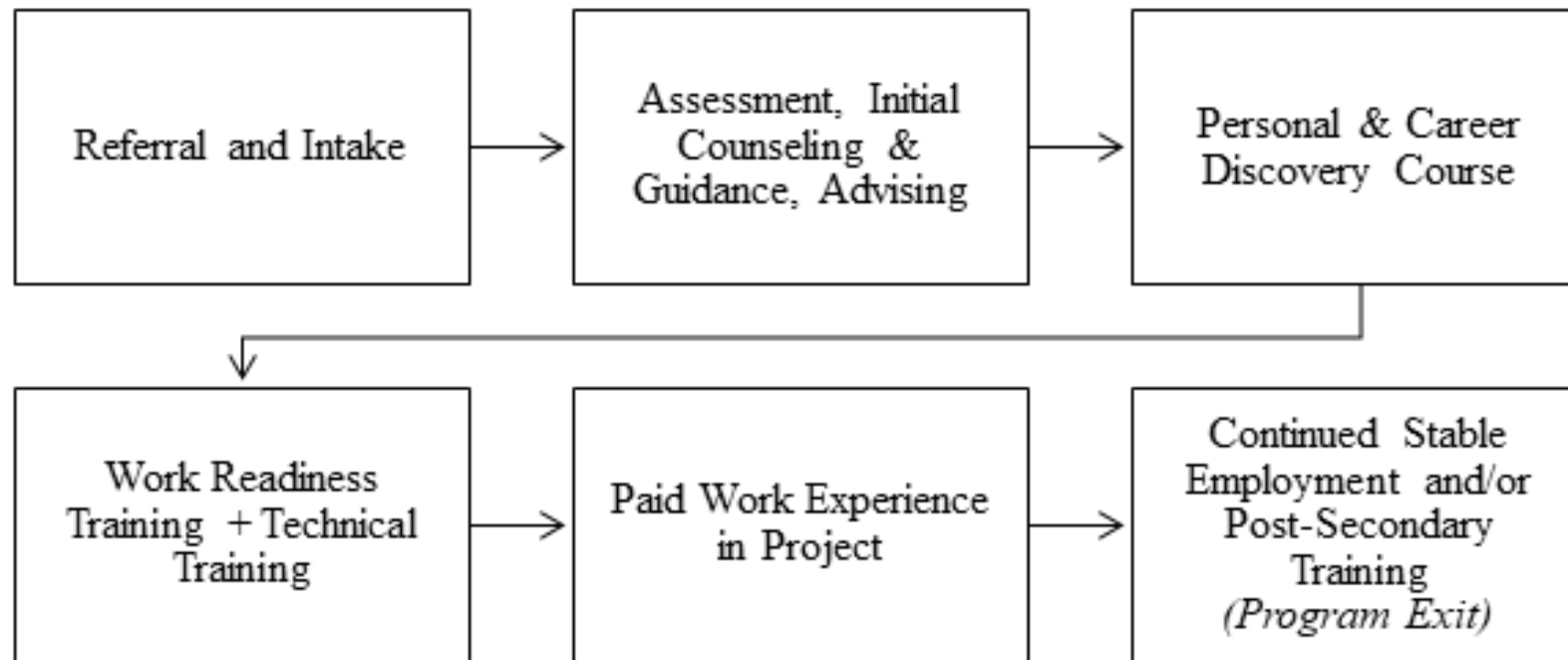
Short Courses

- Personal Discovery
- Financial Literacy
- Community Engagement
- Entrepreneurial Training

Workshops

- Life Skills
- Career Navigation
- Digital Skills
- Work Readiness Skills

Sample Participant Journey



Targets for FY27

County	Target	OSY Target	ISY Target	Total	Total Youth Pop	% of Total Pop
Catron	5%	11	4	15	355	1%
Doña Ana	40%	90	30	120	41,274	79%
Grant	15%	34	11	45	3,123	6%
Hidalgo	5%	11	4	15	413	1%
Luna	13%	29	10	39	3,598	7%
Sierra	10%	23	8	30	896	2%
Socorro	12%	27	9	36	2,776	5%
		225	75	300	52,435	

Partnerships and Outreach

If you want to go fast, go alone. If you want to go far, go together.

-African Proverb

- Foster Youth
 - CYFD
 - Fostering Connections
 - FYI+
- Justice-Involved
 - Juvenile Justice Continuum (various counties)
 - YDDP
- Disabilities/Mental Health
 - DACC SAS
 - DVR
 - 18-21 Program
 - LC3 Behavioral Health Collaborative
- Basic Skills/ESL/HSE
 - Adult Education (DACC, WNMU)
 - Alternative Pathway Programs
 - El Corazon de Columbus
- Work Experience
 - NGAGE – SSIP - DA
 - The Bridge of Southern NM
 - Cesar Chavez Charter HS - Deming
- General
 - Legislative Members
 - Job Talent Collaborative
 - DAC Resilience Leaders
 - 100% Community

Brand Ideas



Activities Quarter 1 (July – September)

- Hiring and Onboarding Staff (7-8 positions)
- Access to Systems & Training
- Marketing & Communication Planning
 - Stakeholder Meetings and Community Listening Sessions
- Managing Continuing Participants and Follow up with Participants from FY26
 - Reviewed Case Notes of 57 Participants from PY25
 - Contacting participants to continue services
 - Contacting Employers who provided work sites
- Recruiting and Co-Enrolling Participants
 - Over 50 referrals and inquiries in July and August
 - Community Mapping of Youth Program Services

Opportunities for You to Get Involved

- Partnerships in local communities
- Provide mentorship to youth
- Develop project-based internship opportunities
- Share knowledge about youth program
- [WorkforceGPS - WIOA Youth Program: A Training Tool for Workforce Board Members](#)

Questions/Comments

Contact Information:

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Tricia Brainard, 575-527-7741, tbrainard@dacc.nmsu.edu

General Inquiries and Referrals, 575-527-7776, ctp@nmsu.edu



Service Providers Reports

Youth Services and Adult & Dislocated Worker Services

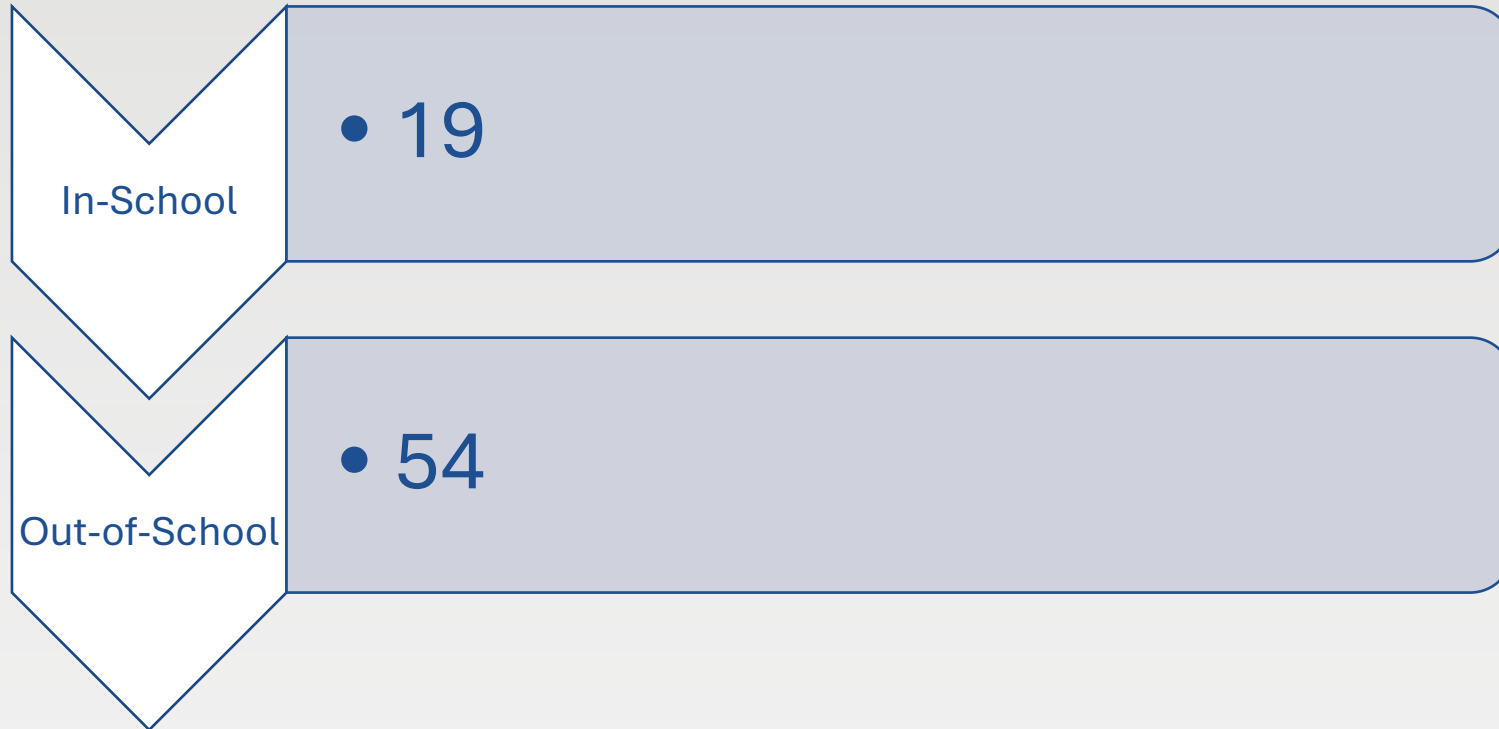
Equus Workforce Solutions

Youth Program (Equus)

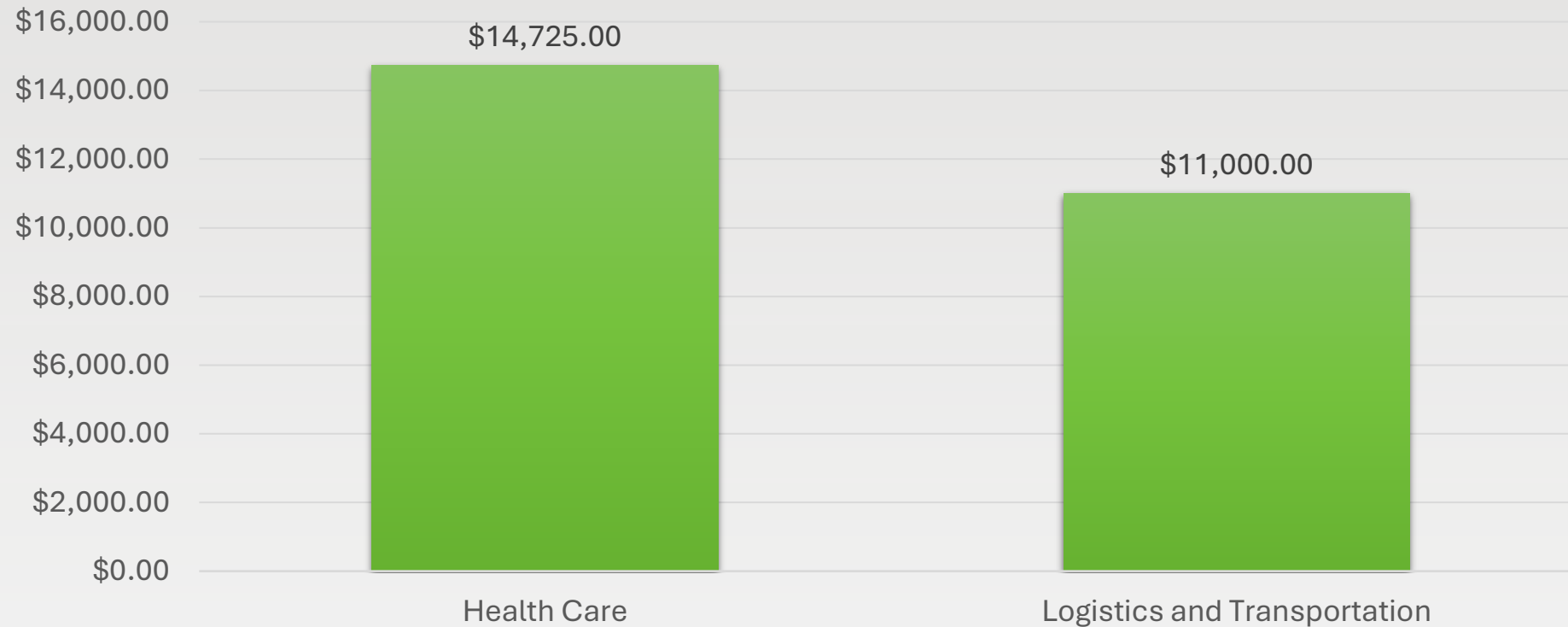
Program Year 2025

July 01, 2025 - June 30, 2026

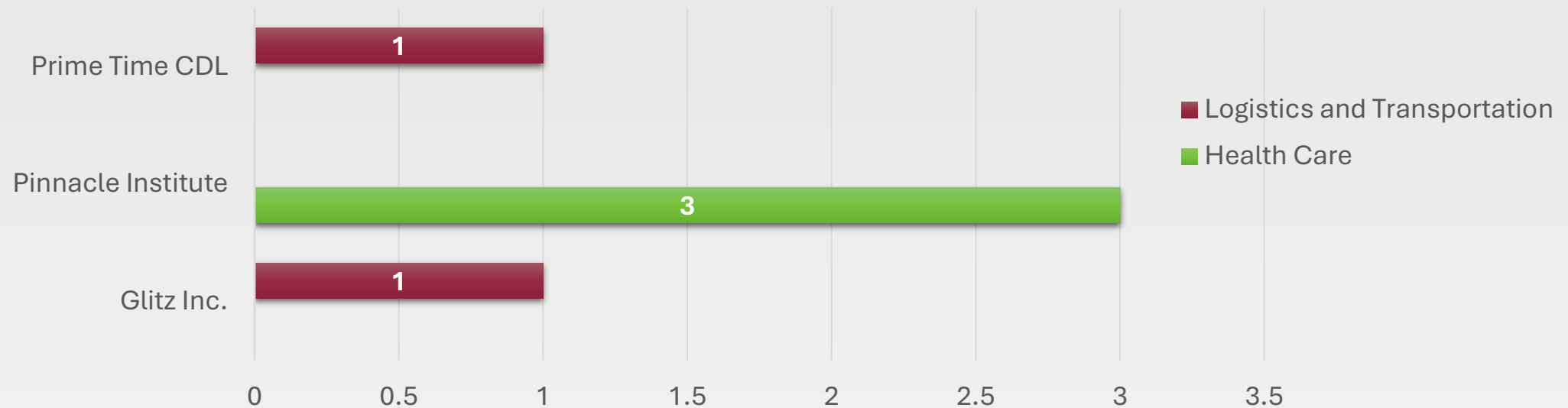
Program Enrollments



Individual Training Account Contracts by Sector



Individual Training Account Contracts by Provider & Sector



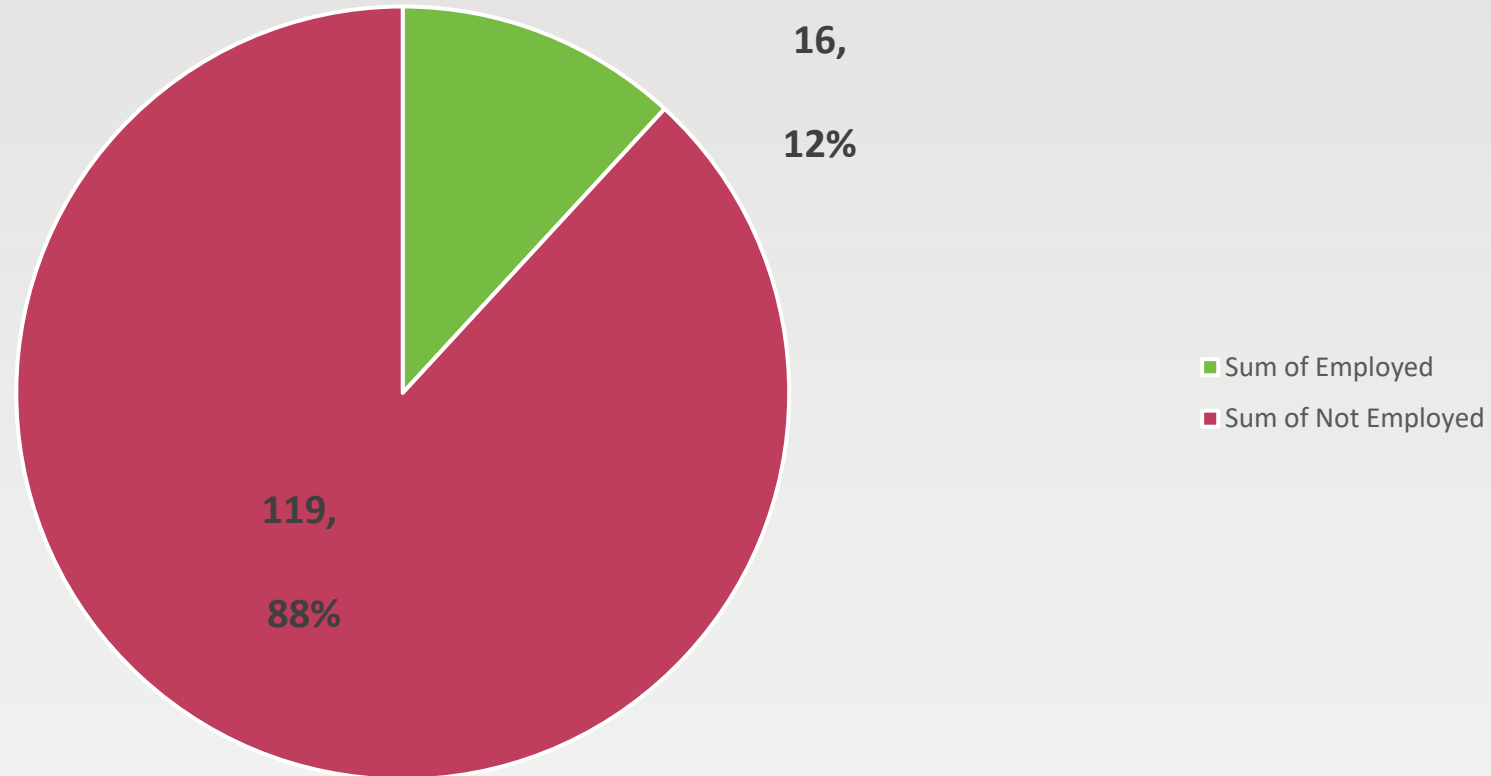
Work Experience Investment and Successful Completion



Supportive Services by Type



Program Exiters - Employed



Participant Success Story: Kevin Huerta

At just 20 years old, Kevin exemplifies the impact of workforce development services in helping young adults overcome barriers and build sustainable career pathways. After graduating from Deming High School in 2021, Kevin faced significant challenges, including financial hardship, limited transportation, and language barriers as an English Language Learner. With his parents struggling financially in Mexico, Kevin delayed further education to help support his family through work.

Kevin enrolled in the WIOA Out-of-School Youth Program seeking opportunities for career advancement. He successfully completed the Design Your Future Workshop, enhancing his career-readiness skills before returning to employment. After a seasonal layoff, Kevin re-engaged with the program and completed a 240-hour Work Experience with El Corazon de Columbus as a Flagger, where he earned \$14.00 per hour and demonstrated a strong work ethic, reliability, and growing communication skills.

Building on that success, Kevin advanced into the CBF Pre-Apprenticeship Program as a Traffic Control Technician with El Corazon de Columbus, increasing his wages to \$15.90 per hour while gaining industry-recognized experience in the transportation and construction sector. He is also developing administrative and customer service skills through work at the Deming America's Job Center as an Employment Services Assistant, expanding his professional capabilities and workplace confidence.

Kevin's journey highlights how WIOA services, work-based learning opportunities, and targeted support can help participants overcome barriers, improve employability, and achieve economic self-sufficiency. His growth is reflected in his own words:

"I am improving a lot in speaking English because of this work setting. I am really enjoying the time working in the office as it is a brand-new environment for me."

Kevin's success demonstrates the power of perseverance combined with workforce investment, creating a clear pathway toward long-term career success and self-sufficiency.

"I am improving a lot in speaking English because of this work setting. I am really enjoying the time working in the office as it is a brand-new environment for me."
- Kevin Huerta

Contact Information

Chris Ruiz, Operations Managers, Adult, Dislocated Worker and Youth Programs

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Phone: 575-288-9503

Marissa Molano, Quality Assurance Manager, Adult, Dislocated Work, and Youth Programs

Email: Marissa.molano@equusworks.com

Phone: 575-574-7428

Questions

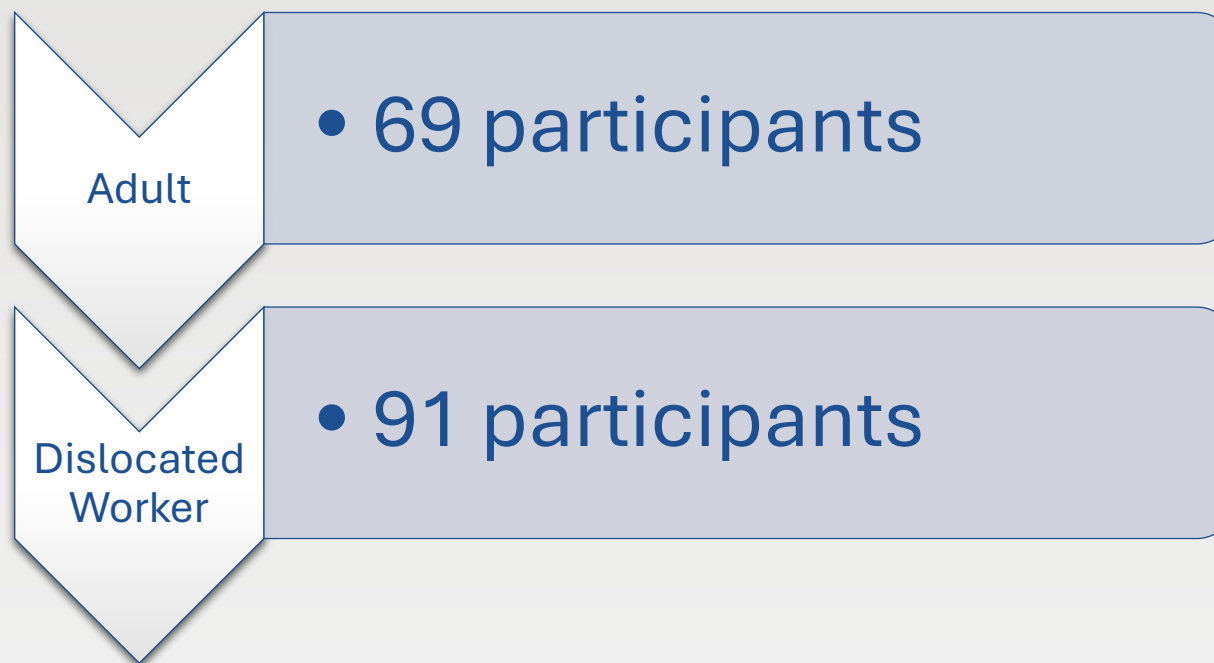
WE CHANGE
Lives

Adult, Dislocated Worker Programs

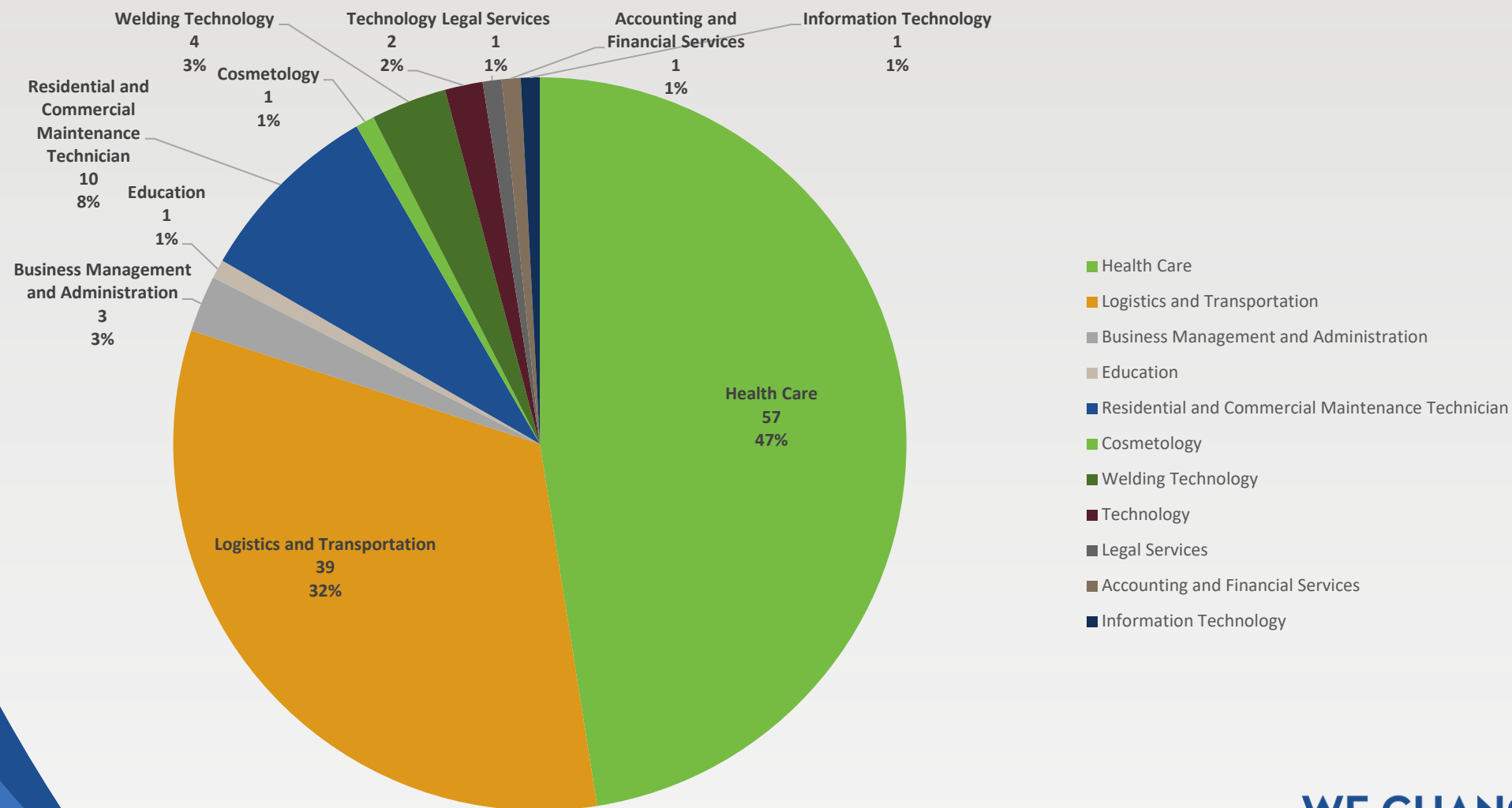
Program Year 2026

July 01, 2026 - June 5, 2026

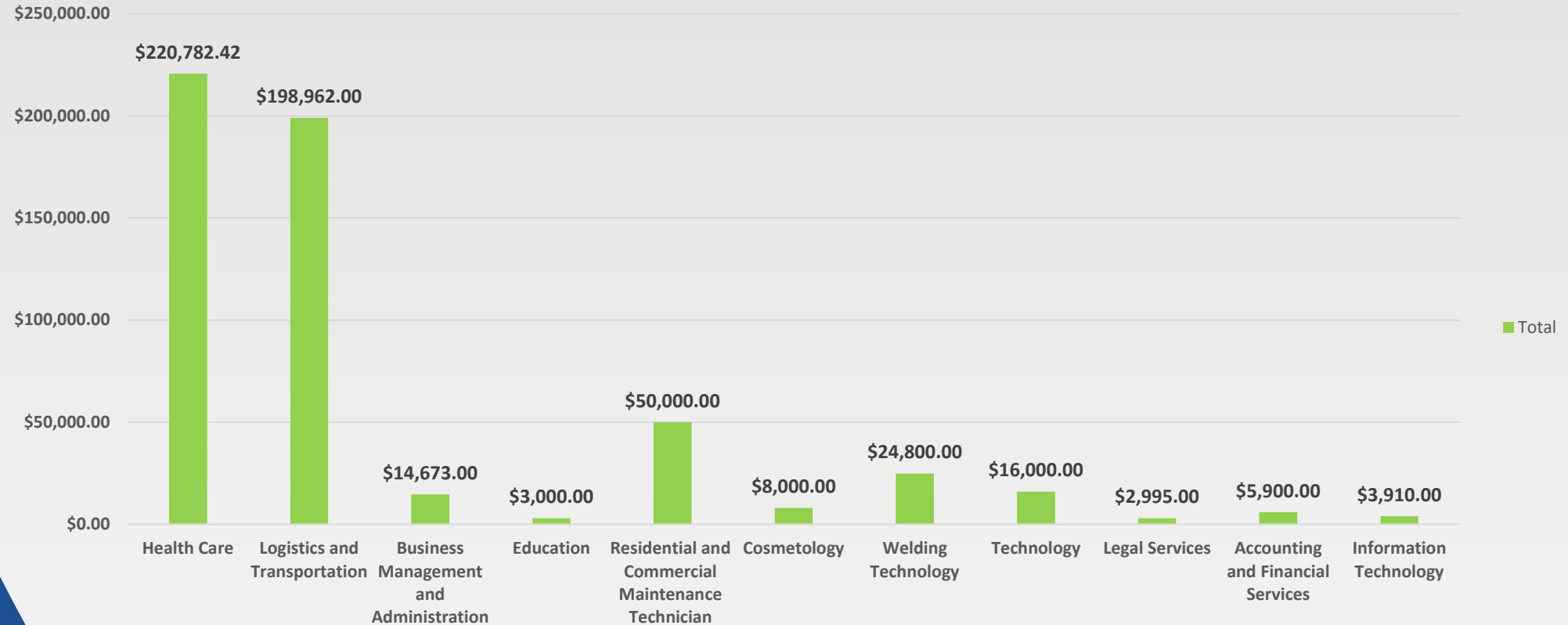
Program Enrollments



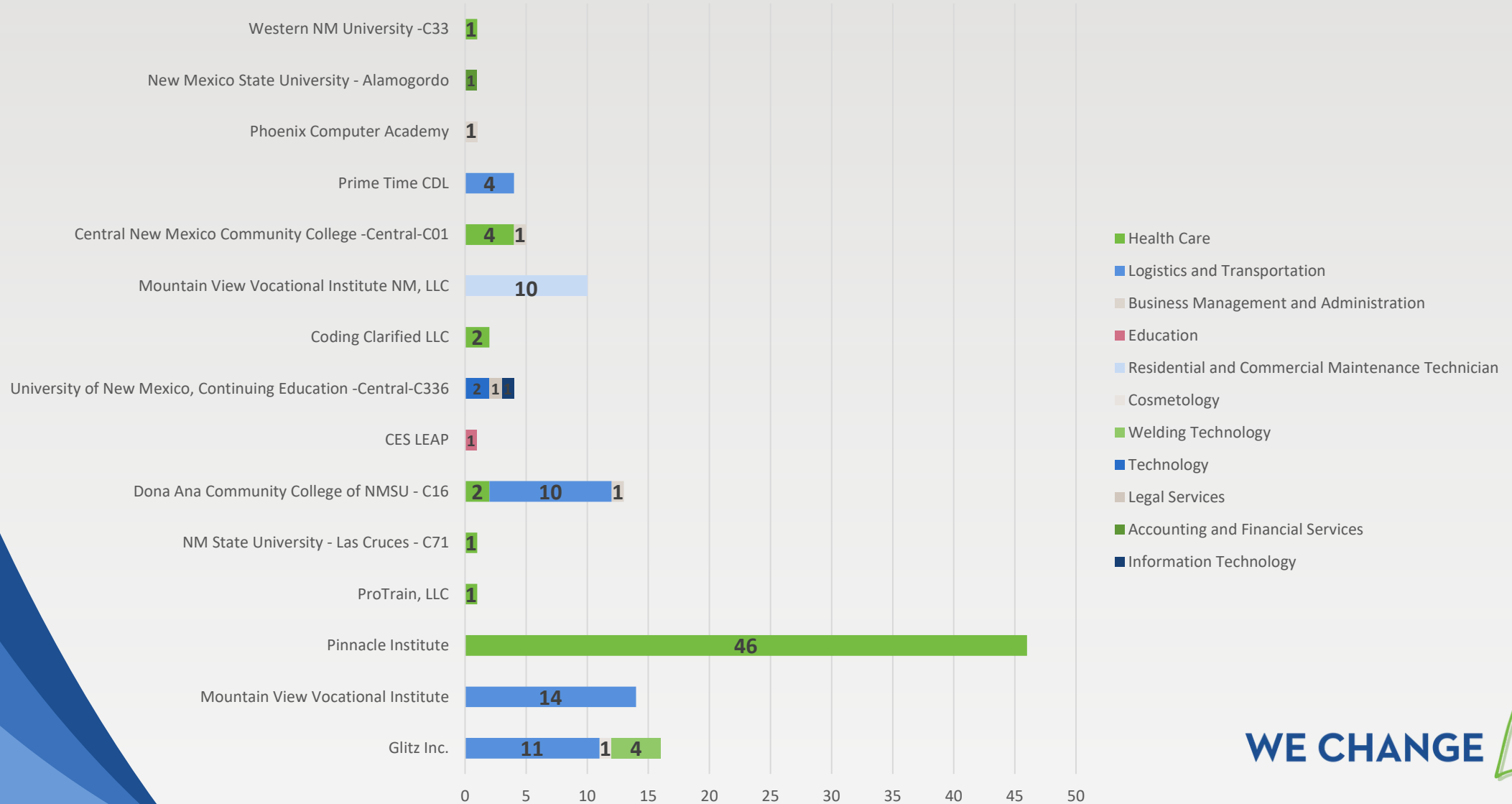
Individual Training Account Contracts by Sector



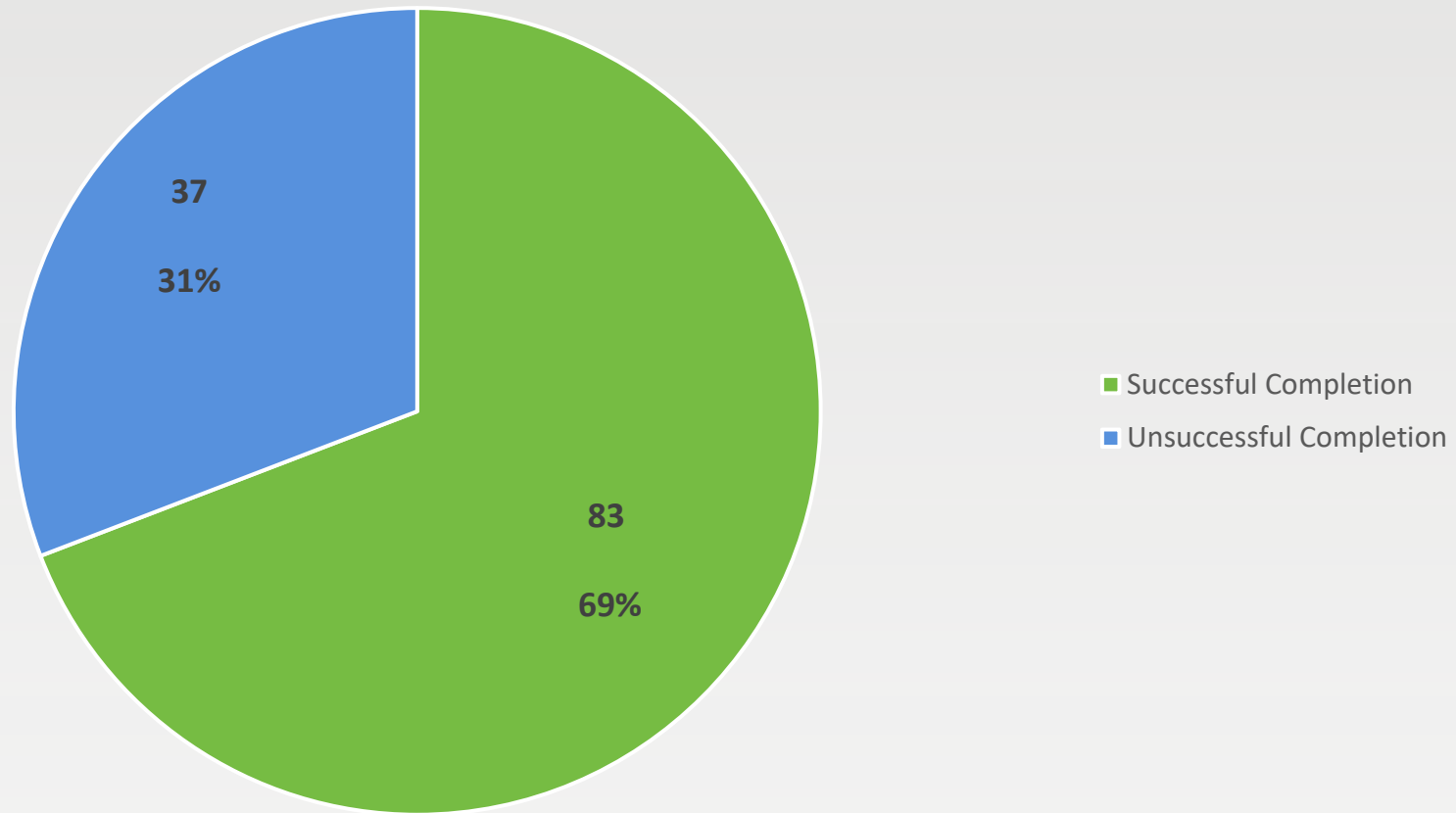
Individual Training Account Investment by Sector



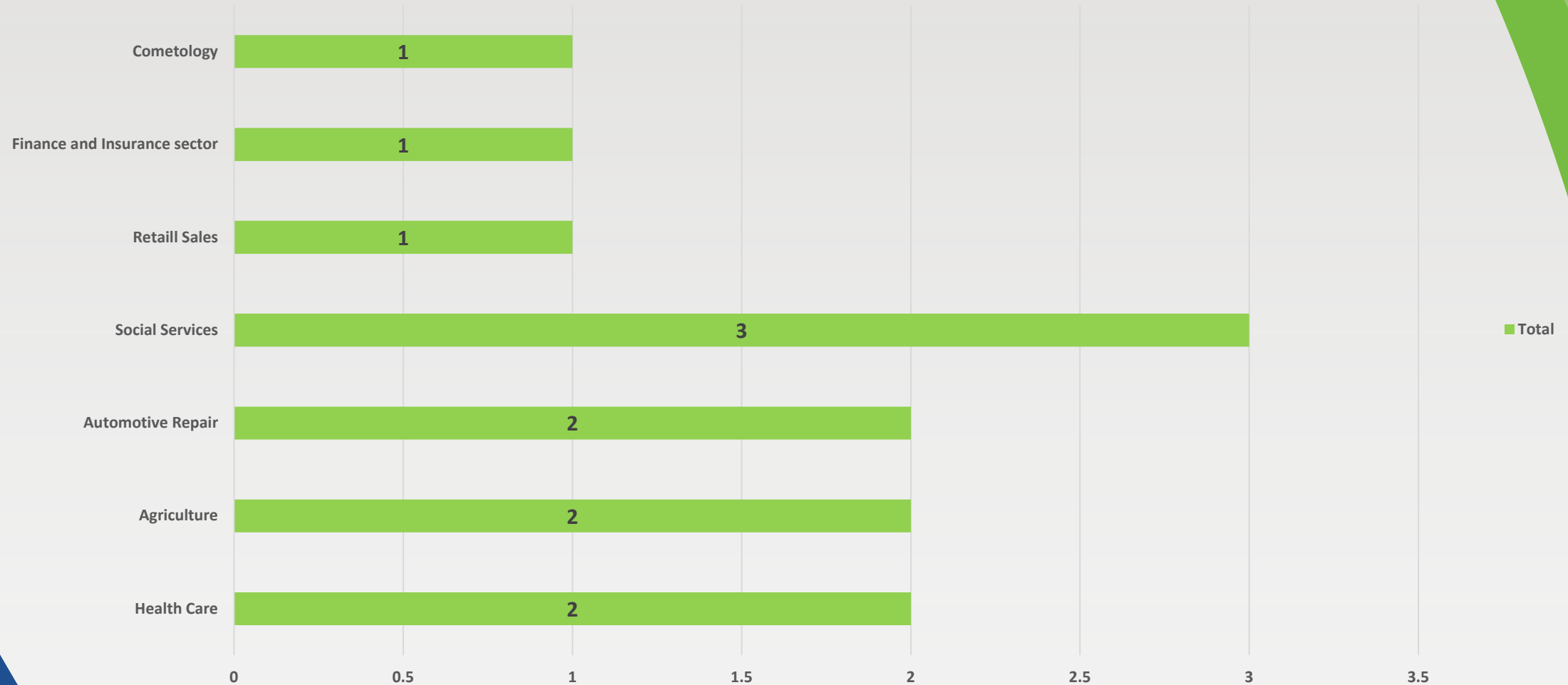
Individual Training Account by Sector and Provider



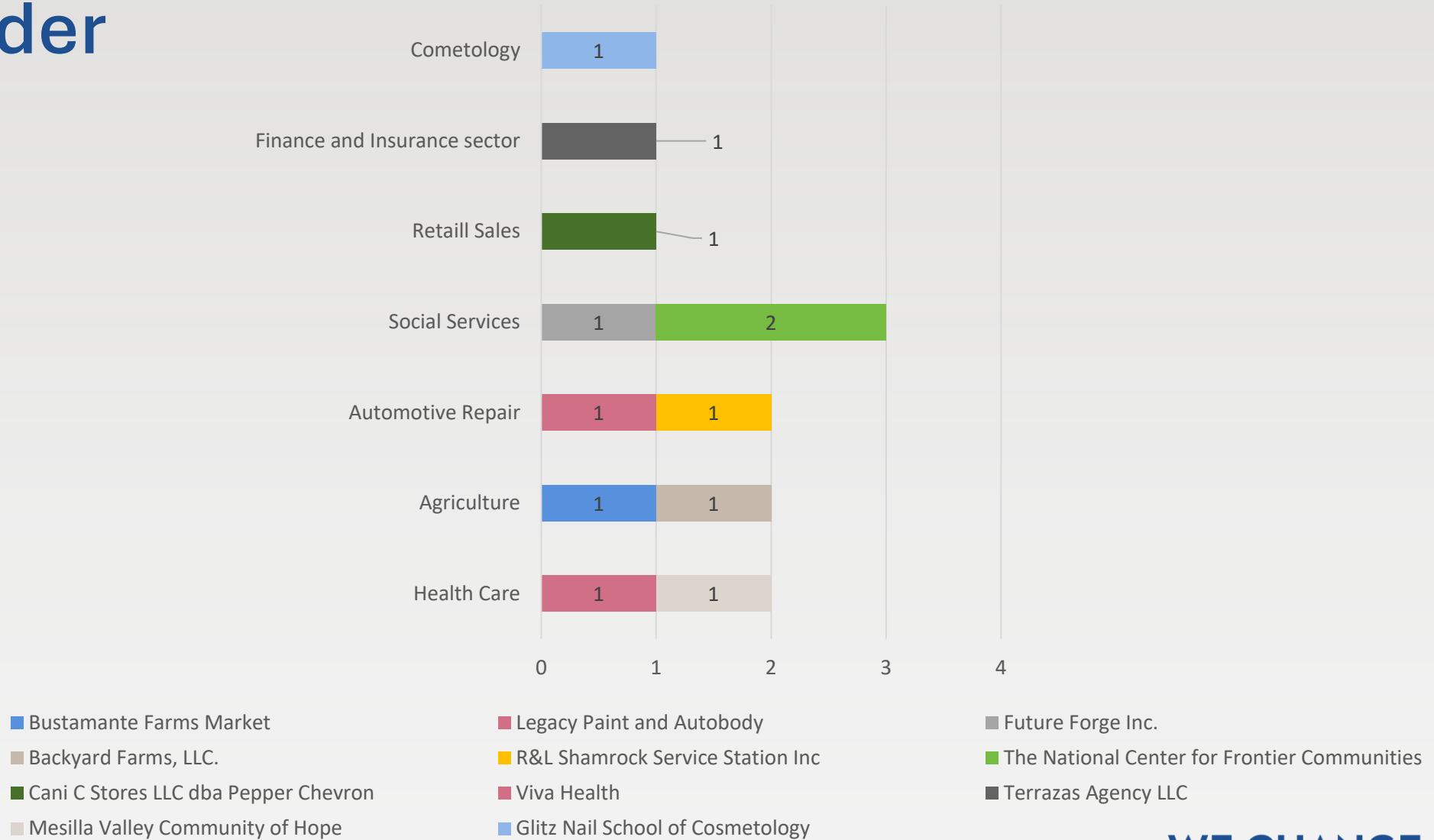
Individual Training Account Successful Completion Rate



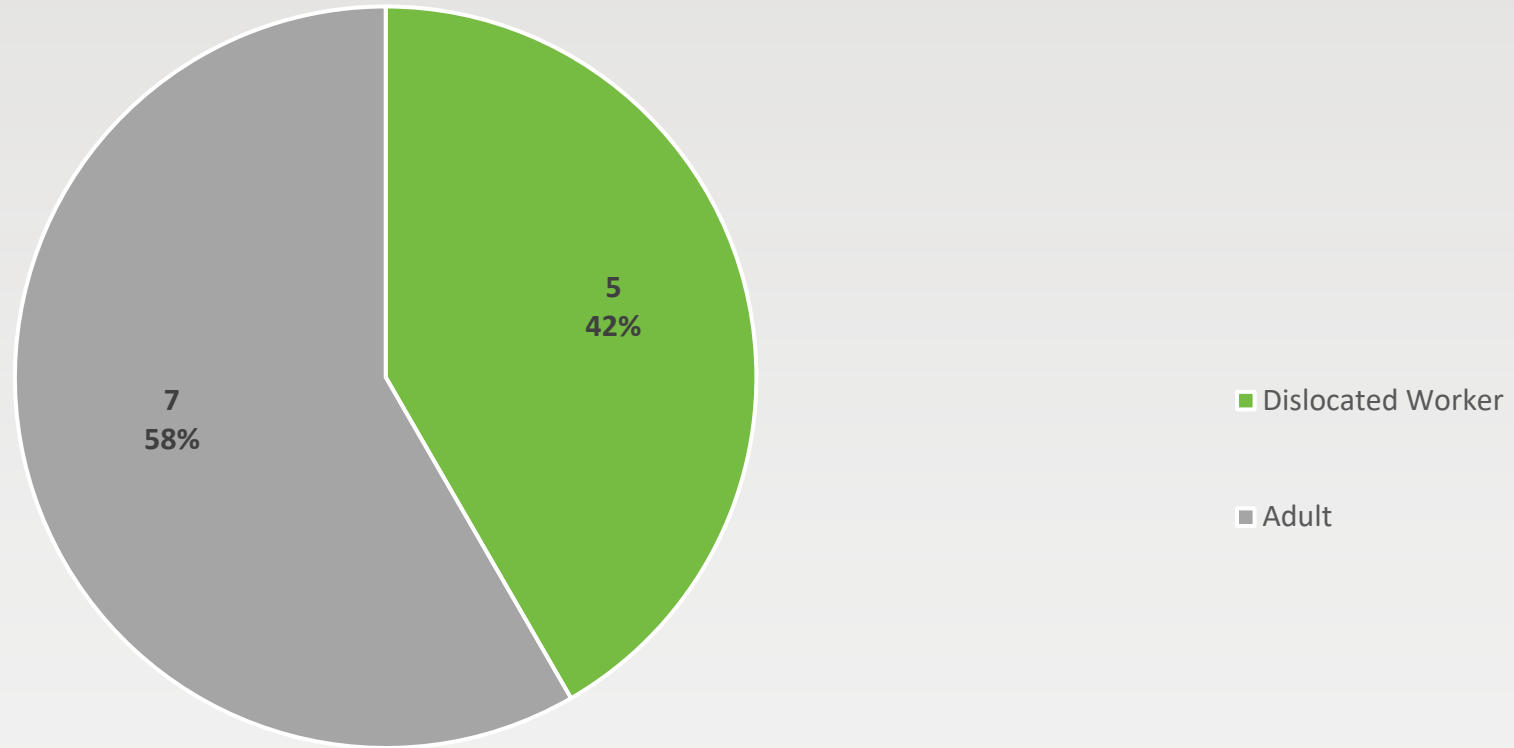
On-the-Job Training by Sector



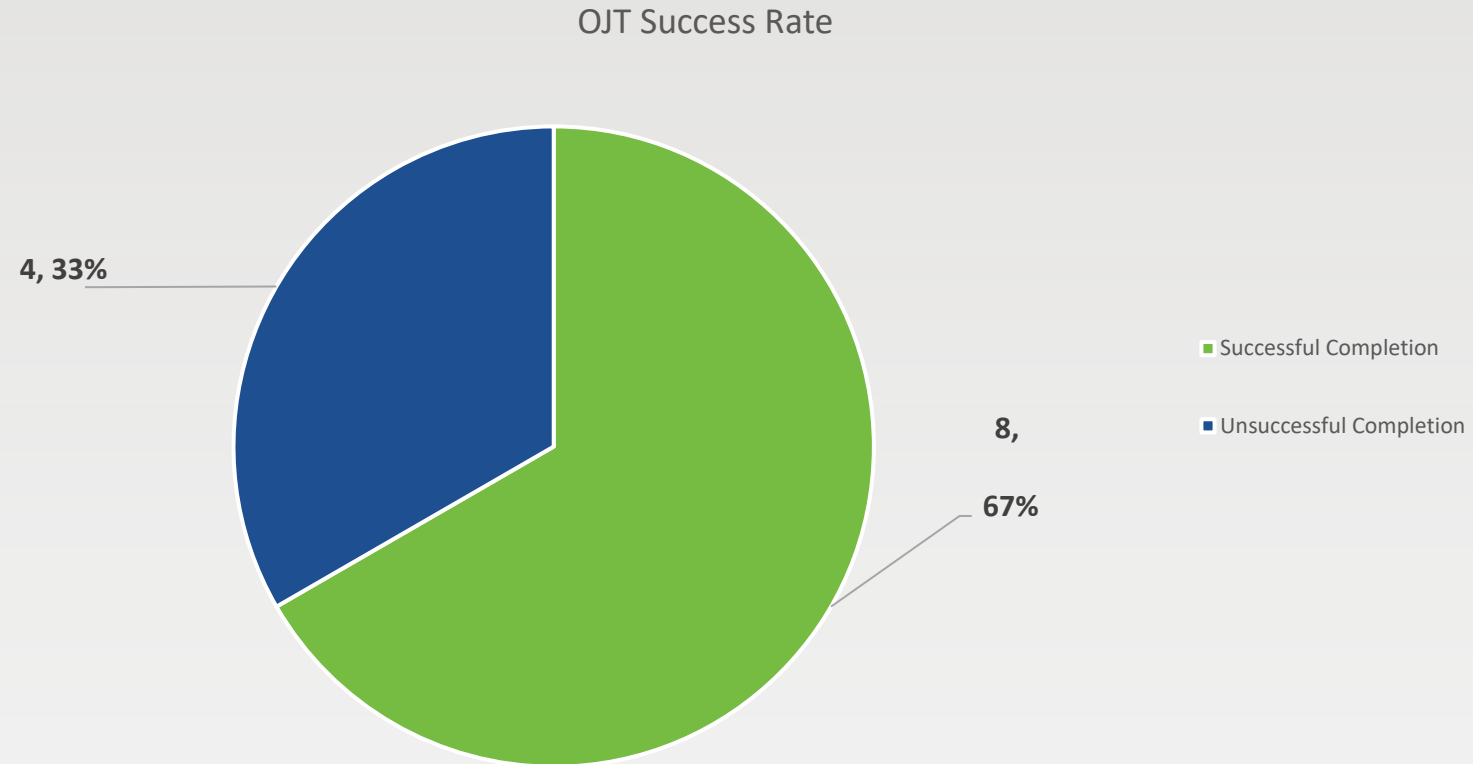
On-the-Job Training Investment by Sector & Provider



On-the-Job Training by Funding Stream



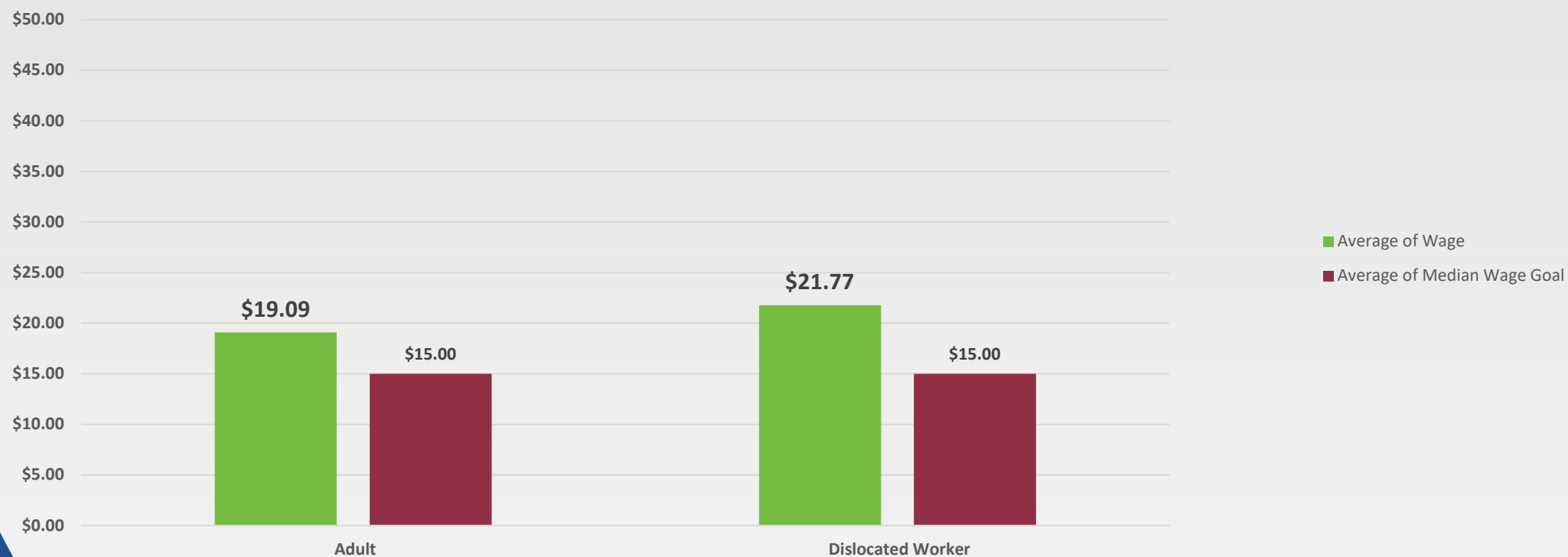
On-the-Job Training Success Rate



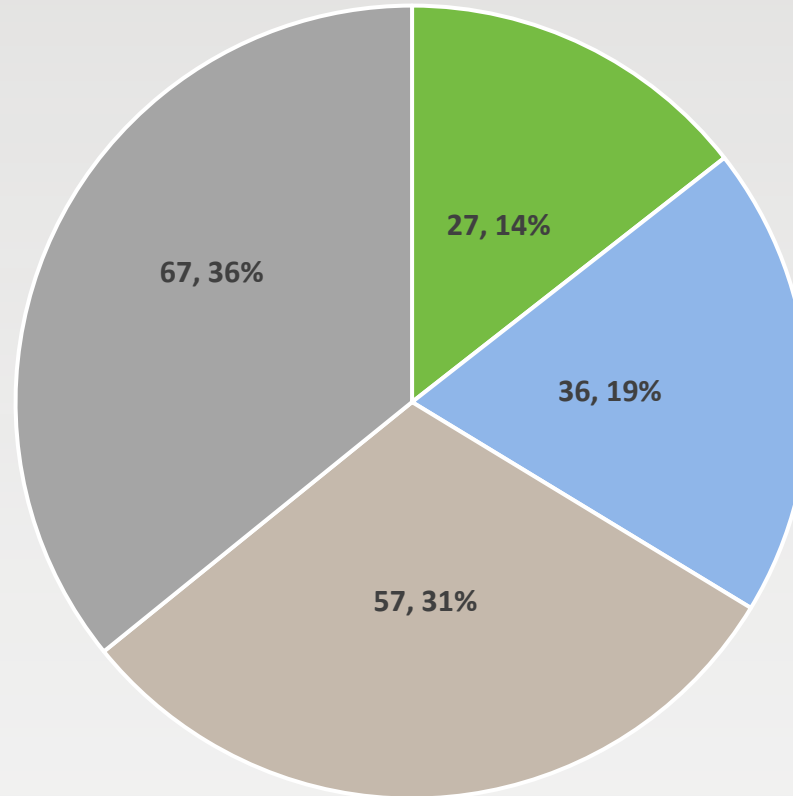
Supportive Services by Type



Average Wage vs. Median Wage Goal



Program Exiters - Employed



- Yes Adult
- Yes Dislocated Worker
- No Adult
- No Dislocated Worker

Participant Success Story Adult: Omisha Edwards

As a single mother of two young daughters, Omisha worked two caregiving jobs to support her family while searching for a better career opportunity. After being referred to the WIOA Adult Program through Employment Services, she decided to pursue Dental Assistant training at Pinnacle Institute in Las Cruces, NM.

Enrolled on December 26, 2025, Omisha faced challenges balancing work, parenting, and traveling twice weekly for classes. WIOA helped remove these barriers by providing \$5,075 in tuition assistance, a laptop, and gas mileage reimbursement.

On April 29, 2026, Omisha earned her Dental Assistant certification and secured employment with Rio Mimbres Family Dental & Oral Surgery as a Dental Assistant. Today, she enjoys her new career, is earning more while working only one job, and is considering further education to become a Dental Hygienist.

Participant Quote:

"I am very grateful for the WIOA program and for the services I received. I am especially grateful for my caseworker, Maria Carrazco, who was always there for me when I needed something."

Participant Success Story Dislocated Worker: David Calderon

After losing his construction job, David struggled to find stable employment due to limited industry-recognized credentials. Seeking a new career path, he enrolled in the WIOA Dislocated Worker Program on June 23, 2026, and received career counseling, case management, and training assistance.

Through an \$8,000 WIOA Individual Training Account (ITA), David attended Mountain View Vocational School in El Paso, Texas, where he successfully earned his Commercial Driver's License (CDL) in July 2026. WIOA staff also provided employment guidance and connected him with trucking companies that hire newly licensed drivers.

Today, David is pursuing employment as a Commercial Truck Driver and is excited about the opportunities for long-term career stability and growth in the transportation industry.

Participant Quote:

"The assistance I received through WIOA has been wonderful. With WIOA's support, I was able to obtain my CDL, gain valuable skills, and open the door to new employment opportunities. I am very grateful for the support and guidance provided through the program."

Contact Information

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Questions

WE CHANGE
Lives



DWS Updates



Other

SAWDB Member Input
CEO Member Input



Next Meeting

*CEO - Friday, November 6,
2026, at 10:00 a.m.*

*SAWDB - Thursday,
December 10, 2026, at
10:00 a.m.*



Meeting Adjourned

***Thank You for
Attending***

Have a great day!



Glossary

WIOA Titles

Service Providers

Acronyms



WIOA Titles

The Workforce Innovation and Opportunity Act (WIOA) is a United States public law that replaced the previous Workforce Investment Act of 1998 (WIA) as the primary federal workforce development legislation to bring about increased coordination among federal workforce development and related programs.

WIOA includes five titles:

- Title I—Workforce Development Activities—authorizes job training and related services to unemployed or underemployed individuals and establishes the governance and performance accountability system for WIOA;
- Title II—Adult Education and Literacy—authorizes education services to assist adults in improving their basic skills, completing secondary education, and transitioning to postsecondary education;
- Title III—Amendments to the Wagner-Peyser Act—amends the Wagner-Peyser Act of 1933 to integrate the U.S. Employment Service (ES) into the One-Stop system authorized by WIOA;
- Title IV—Amendments to the Rehabilitation Act of 1973—authorizes employment-related vocational rehabilitation services to individuals with disabilities, to integrate vocational rehabilitation into the One-Stop system; and
- Title V—General Provisions—specifies transition provisions from WIA to WIOA.



SAWDB Service Providers

The Southwestern region covers seven counties:

1. Catron
2. Doña Ana
3. Grant
4. Hidalgo
5. Luna
6. Sierra
7. Socorro

Title I – Adult & Dislocated Worker: Equus Workforce Solutions

Title IB – Youth Services in Alamo Navajo Reservation in Socorro County: Alamo Navajo School Board, Inc. (ANSBI)

Title IB – Youth Services in the rest of the Southwestern region: Equus Workforce Solutions

One-Stop Operator: Equus Workforce Solutions

The primary roll of the One-Stop Operator is to coordinate the delivery of partner program services at their AJCs, ensuring that AJCs can provide customers with career services, training services, and other employment related services provided by required partner programs.



Acronyms

AE - Administrative Entity (staff for the SAWDB)

AEFLA - Adult Education and Family Literacy Act

AEL- Adult Education and Literacy

AES - Adult Education Services

ADA - Americans with Disabilities Act

AJC - American Job Center (New Mexico Workforce Connection center)

ATAA - Alternative Trade Adjustment Assistance

BLS - Bureau of Labor Statistics

CBO - Community-based organization

CCRS - College and Career Readiness Standards

CDBG - Community Development Block Grant

CEO - Chief elected official

CFR - Code of Federal Regulations, Complaint System Employment Service and, Employment-Related Law Complaint System

CLC - Career Learning Center

CTS - Career Transition Services

CTT - Career Technical Training

DOC - Department of Corrections

DOE - Department of Education

U.S. DOL – U.S. Department of Labor

DVOP - Disabled Veterans Outreach Program

DWG - Dislocated Worker Grant

EEOC - Equal Employment Opportunity Commission

EO Officer - Equal Opportunity Officer

ESA - Employment Standards Administration



Acronyms

ESL - English as a Second Language
 ETA - Employment and Training Administration
 ETPL - Eligible training provider list
 FEIN - Federal employer identification number
 FEMA - Federal Emergency Management Agency
 FLSA - Fair Labor Standards Act
 HHS - U.S Department of Health and Human Services
 HUD - U.S. Department of Housing and Urban Development
 IDEA - Individuals with Disabilities Education Act
 IEP - Individual Employment Plan (SDWORKS); or Individual Education Plan
 IRAP – Industry-Recognized Apprenticeship Program
 IRT - Integrated Resource Team
 ISY - In-school youth
 IT - Information technology
 ITA - Individual Training Account
 IWT – Incumbent Worker Training
 JTPA - Job Training Partnership Act
 JVSG - Jobs for Veterans State Grants
 LACES - Literacy, Adult, and Community Education System
 LEP - Limited English proficiency
 LEWIS - Local Employment and Wage Information System
 LLSIL - Lower Living Standard Income Level
 LMI - Labor Market Information
 LMS – Learning Management System
 MOU - Memorandum of Understanding



Acronyms

MSFW - Migrant and Seasonal Farmworker
 MSG - Measurable Skill Gain
 NAA - National Apprenticeship Act
 NAACP - National Association for the Advancement of Colored People
 NCRC - National Career Readiness Certificate
 NFJP - National Farmworker Jobs Program
 OJT - On-the-job training
 OSO - One-Stop Operator
 OSY - Out-of-school youth
 PII - Personally identifiable information
 PIRL - Participant Individual Record Layout
 PY - Program year
 RA - Reemployment Assistance
 RAP - Registered Apprenticeship Program
 REA - Reemployment and Eligibility Assessment
 RES - Reemployment Services Program
 RESEA - Reemployment Services and Eligibility
 RFP - Requests for proposals
 SBA - Small Business Administration
 SNAP - Supplemental Nutrition Assistance Program
 SSN - Social Security Number
 STEM - Science, Technology, Engineering, and Mathematics
 TAA - Trade Adjustment Assistance
 TABE - Test of Adult Basic Education
 TANF - Temporary Assistance for Needy Families



Acronyms

TAT - Technical Assistance and Training

TEGL - Training and Employment Guidance Letter

U.S.C. - United States Code

VA - Department of Veterans Affairs

VETS - Veterans' Employments and Training Service

VR - Vocational Rehabilitation (i.e., WIOA Title IV)

WP - Wagner-Peyser Act of 1933

WDB - Workforce Development Board

WIA - Workforce Investment Act of 1998

WIB - Workforce investment boards

WIOA - Workforce Innovation and Opportunity Act