

# **Southwestern Area Workforce Development Board**

## **Board Meeting Agenda**

**Sierra County Government Building**  
1712 N. Date St.  
Truth or Consequences, NM 87901

To join the meeting by phone, dial (346) 248-7799, then enter Meeting ID: 865 9805 5385  
To join the meeting online via Zoom, go to: <https://us02web.zoom.us/j/86598055385>

**Thursday, December 11, 2025, at 10:00 a.m. (MDT)**

*Ms. Jacqueline Fryar —Board Chair  
Ms. Kim Skinner—Board Vice-Chair*

- I. Call to Order**
- II. Welcome**
- III. Roll Call and Abstentions**
- IV. \*Public Comment (3-Minute Limit)**
- V. Approval of Agenda** *(Items listed in the Consent Agenda Items section below are approved with the motion to approve the agenda unless a member requests to remove a specific item for separate action. There is no discussion on these items).*
- VI. Consent Agenda Items**
  - a) Approval of August 14, 2025, Joint Meeting minutes **pg. 4**
- VII. Professional Development **pg. 10****
  - a) Glory Juarez – Overview of Open Meetings Act.
- VIII. Action Items**
  - a) Resolution 25 – 09 approves profit incentives to be included in the PY25 Adult and Dislocated Worker Services Contract. **pg. 24**
  - b) Resolution 25 – 10 approves profit incentives to be included in the PY25 Youth Services Contract. **pg. 25**
  - c) Resolution 25 – 11 approves profit incentives to be included in the PY25 One-Stop Operator Services Contract. **pg. 26**
  - d) Resolution 25 – 12 approves the amended Individual Training Account Policy 17-08.6. **pg. 27**
  - e) Resolution 25 – 13 approves the revised Memorandum of Understanding between the Southwestern Area Workforce Development Board and American Job Center Partners. **pg. 35**

- f) Resolution 25 – 14 designates Southwestern Area Workforce Development Board bank account signatories. **pg. 68**

#### **IX. Reports and Information Items**

- a) Administrative and Financial Reports
  - i. WIOA Administrator
  - ii. Technical Assistance & Training **pg. 72**
  - iii. Financials **pg. 78**
- b) One-Stop Operator Report **pg. 95**
- c) Updates from DWS

#### **X. Other**

- a) Member Input

#### **XI. Next Meeting**

- a) Thursday, February 12, 2026, at 10:00 a.m.

#### **XII. Adjournment**

\*Public comments can be emailed to [sawdb@employnm.com](mailto:sawdb@employnm.com) before December 11, 2025, at 10:00 a.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 Southwestern Area Workforce Development Board is an 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 federal grant funding disclosures, visit <https://www.employnm.com/funding>.



# *Consent Agenda Items*

*The following items  
are approved when  
the agenda is approved*

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

**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: 860 8272 8829

To join the meeting online via Zoom, go to <https://us02web.zoom.us/j/86082728829>

**Thursday, August 14, 2025, at 10:00 a.m. (MDT)**

**DRAFT OF MEETING MINUTES**

**I. Call to Order**

- a. SAWDB Chair was vacant. Vice-Chair Fryar chaired the meeting.
- b. Vice-Chair Fryar called the joint meeting to order at 10:04 a.m. with CEO Vice-Chair Day.

**II. Pledge of Allegiance**

- a. Vice-Chair Fryar asked everyone to join her in the Pledge of Allegiance.

**III. Roll Call and Abstentions**

- a. Southwestern Area Workforce Development Board (SAWDB)
  - i. Ms. Grijalva called roll for the SAWDB; there were no abstentions.
- b. Chief Elected Officials (CEO)
  - i. Ms. Grijalva called roll for the CEOs; there were no abstentions.

**SAWDB Members Present**

Tricia Brainard\*  
Alisa Estrada\*  
Jacqueline Fryar  
Magdaleno Manzanarez  
Ross Marks\*  
Marcos Martinez\*  
Michael Olguin\*  
Erik Padilla  
Tiffany Romero  
Kim Skinner\*  
Mary Ulrich\*

**SAWDB Members Absent**

Cassie Arias-Ward *(with cause)*  
Mary Ann Chavez-Lopez *(without cause)*  
Joshua Orozco *(with cause)*  
Anton Salome *(with cause)*  
Debbie Schoonover *(with cause)*  
JC Trujillo *(without cause)*  
Gary Whitehead *(without cause)*

**Voting CEO Members Present**

Commissioner Travis Day\*  
Commissioner Art Malott  
Commissioner Manny Sanchez\*  
Commissioner Ray Trejo\*

**Voting CEO Members Absent**

Commissioner Joe Gonzales  
Commissioner Buster Floyd Green  
Commissioner Chris Poncé

**Non-Voting CEO Members Present**

None

**Non-Voting CEO Members Absent**

Chapter Vice-President Jeremiah Apachito  
 Mayor Ravi Bhasker  
 Mayor Jacob Biggler  
 Mayor Eric Enriquez  
 Mayor Glenda Greene  
 Mayor Rolf Hechler  
 Mayor Russell Hernandez  
 Mayor Hilda Kellar  
 Mayor Ken Ladner  
 Mayor Arnold Lopez  
 Mayor Diana Murillo-Trujillo  
 Mayor John L. Ojinaga  
 Mayor Javier Perea  
 Mayor Phil Mortensen  
 Mayor Richard Rumpf  
 Mayor Michelle "Micki" Shillito  
 Mayor Phillip Skinner  
 Mayor Ed Stevens  
 Mayor Deb Stubblefield  
 Mayor Dennis Torres

**Staff Present:**

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\*  
 Melissa Ochoa, WIOA Program Coordinator  
 Krisye Shook, WIOA Program Monitor  
 Jaymi Simms, WIOA Program Manager

**Guests:**

Leroy Garcia\*  
 Crystal Hollon  
 Carolyn Kirlin\*  
 Peter Martinez  
 Marissa Molano  
 Chanin Kelly-O'Rourke\*  
 Juanisha Padilla\*  
 Giselle Palomares  
 Ramon Pazos\*  
 Monica Perry\*  
 Sarah Raney  
 Chris Ruiz  
 Josh Stoller  
 Kerena Vazquez Levario\*  
 Becky Vega\*

\*Virtual attendance (via phone or Zoom)

**IV. Public Comment**

- a. No public comment

**V. Approval of Agenda** *(The items listed in the Consent Agenda Items section below are approved with the motion to approve the agenda unless a member requests that a specific item be removed for its own action. There is no discussion on these items).*

Ms. Juarez requested to remove CEO Consent Agenda item iii (CEO Resolution 25 – 02), and SAWDB Discussion items a, b, and c (Resolutions 25 – 02, 25 – 03, and 25 – 04). With the removal of SAWDB Discussion items, CEO Consent Concurrence items a, b, and c, were also removed from the agenda.

- i. Southwestern Area Workforce Development Board Approval of Agenda.  
 Mr. Manzanarez **made a motion to approve the agenda as amended; seconded by**

Mr. Padilla. **By unanimous consent, the motion passed.** The roll call vote was as follows:

Ms. Brainard – Yes	Mr. Olguin – Yes
Ms. Estrada – Yes	Mr. Padilla – Yes
Ms. Fryar – Yes	Ms. Romero – Yes
Mr. Manzanarez – Yes	Ms. Skinner – Yes
Mr. Marks – Yes	Ms. Ulrich – Yes
Mr. Martinez – Yes	

ii. Chief Elected Officials Approval of Agenda.

Commissioner Malott **made a motion to approve the agenda as amended; seconded by** Commissioner Trejo. **By unanimous consent, the motion passed.** The roll call vote was as follows:

Commissioner Day – Yes	Commissioner Sanchez – Yes
Commissioner Malott – Yes	Commissioner Trejo – Yes

**VI. Consent Agenda Items – (These items were approved when the agenda was approved)**

a. Southwestern Area Workforce Development Board Consent Agenda Items

- i. \*Approval of June 20, 2025, Joint meeting minutes
- ii. \*Resolution 25 – 01 approves travel, meals, hotel, and conference fees for Southwestern Area Workforce Development Board members to attend the 2025 New Mexico Workforce Conference scheduled for October 29 – 30, 2025, in Albuquerque, NM.

b. Chief Elected Officials Consent Agenda Items

- i. \*Approval of June 20, 2025, Joint meeting minutes
- ii. \*Resolution 25 – 01 concurs with the Southwestern Area Workforce Development Board to approve travel, meals, hotel, and conference fees for Southwestern Area Workforce Development Board members to attend the 2025 New Mexico Workforce Conference scheduled for October 29 – 30, 2025, in Albuquerque, NM.

**VII. Professional Development**

Ms. Juarez stated that this presentation was intended to provide an overview of the Open Meetings Act. She indicated that she will propose an amended resolution at the next meeting and present the changes. She noted that the telephonic and virtual attendance section will be revised, and language will be added to provide examples of what constitutes difficult or impossible situations. Additionally, she reminded members that in-person attendance is expected.

Commissioner Malott requested that the updated Open Meetings Act proposed resolution be emailed to members once available.

**VIII. SAWDB Discussion, Consideration, and Possible Action Regarding**

- a. SAWDB Resolution 25 – 05 authorizes the administrative entity to issue a Request for Proposals for WIOA Youth services.

Ms. Estrada **made a motion to approve SAWDB Resolution 25 – 05; seconded by** Ms. Romero. **By unanimous consent, the motion passed.** The roll call vote was as follows:

Ms. Brainard – Yes	Mr. Olguin – Yes
Ms. Estrada – Yes	Mr. Padilla – Yes
Ms. Fryar – Yes	Ms. Romero – Yes
Mr. Manzanarez – Yes	Ms. Skinner – Yes
Mr. Marks – Yes	Ms. Ulrich – Yes
Mr. Martinez – Yes	

- b. SAWDB Resolution 25 – 06 approves a one-year subscription for Engage by Cell’s text messaging platform and mobile web app.

Mr. Manzanarez **made a motion to approve SAWDB Resolution 25 – 06; seconded by Mr. Padilla. By unanimous consent, the motion passed.** The roll call vote was as follows:

Ms. Brainard – Yes	Mr. Olguin – Yes
Ms. Estrada – Yes	Mr. Padilla – Yes
Ms. Fryar – Yes	Ms. Romero – Yes
Mr. Manzanarez – Yes	Ms. Skinner – Yes
Mr. Marks – Yes	Ms. Ulrich – Yes
Mr. Martinez – Yes	

- c. SAWDB Resolution 25 – 07 approves new and amended policies.

Ms. Juarez stated that the policy updates include the name changes from New Mexico Workforce Connection to America’s Job Center and updating the required verbiage.

Ms. Romero **made a motion to approve SAWDB Resolution 25 – 07; seconded by Ms. Estrada. By unanimous consent, the motion passed.** The roll call vote was as follows:

Ms. Brainard – Yes	Mr. Olguin – Yes
Ms. Estrada – Yes	Mr. Padilla – Yes
Ms. Fryar – Yes	Ms. Romero – Yes
Mr. Manzanarez – Yes	Ms. Skinner – Yes
Mr. Marks – Yes	Ms. Ulrich – Yes
Mr. Martinez – Yes	

- d. SAWDB Resolution 25 – 08 ratifies committee appointments.

Ms. Juarez welcomed Tiffany Romero and Tricia Brainard to the SAWDB Board. Both agreed to serve on designated committees.

Mr. Estrada **made a motion to approve SAWDB Resolution 25 – 08; seconded by Mr. Padilla. By unanimous consent, the motion passed.** The roll call vote was as follows:

Ms. Brainard – Yes	Mr. Olguin – Yes
Ms. Estrada – Yes	Mr. Padilla – Yes
Ms. Fryar – Yes	Ms. Romero – Yes
Mr. Manzanarez – Yes	Ms. Skinner – Yes
Mr. Marks – Yes	Ms. Ulrich – Yes
Mr. Martinez – Yes	

- e. Election of Officers

An election of officers takes place annually. The officers must be from the private sector and can serve no more than two consecutive terms in a single position. The one-year term begins September 1, 2025.

Mr. Manzanarez **motioned to elect Jacqueline Fryar as SAWDB Chair and Kim Skinner as SAWDB Vice-Chair, seconded by Mr. Padilla. The motion passed.** The roll call vote was as follows:

Ms. Brainard – Yes	Mr. Olguin – Yes
Ms. Estrada – Yes	Mr. Padilla – Yes
Ms. Fryar – Yes	Ms. Romero – Yes
Mr. Manzanarez – Yes	Ms. Skinner – Yes
Mr. Marks – Yes	Ms. Ulrich – Yes
Mr. Martinez – Yes	

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

Commissioner Malott **made a motion to approve CEO Consent Concurrence items with one vote; seconded by** Commissioner Trejo. **By unanimous consent, the motion passed.** The roll call vote was as follows:

Commissioner Day – Yes	Commissioner Sanchez – Yes
Commissioner Malott – Yes	Commissioner Trejo – Yes

a. CEO Resolution 25 – 06 concurs with SAWDB Resolution 25 – 05.

b. CEO Resolution 25 – 07 concurs with SAWDB Resolution 25 – 06.

**X. CEO Discussion, Consideration, and Possible Action Regarding**

a. Resolution 25 – 08 approves the CEO meeting calendar through June 30, 2026.

Vice-Chair Day asked when the CEOs typically meet. Ms. Longovia said usually the first Friday of each quarter. Commissioner Day listed December 5, March 6, and June 5, and asked the members if those dates worked. Commissioners responded yes.

Commissioner Sanchez **made a motion to approve CEO Resolution 25 – 08; seconded by** Commissioner Malott. **By unanimous consent, the motion passed.** The roll call vote was as follows:

Commissioner Day – Yes	Commissioner Sanchez – Yes
Commissioner Malott – Yes	Commissioner Trejo – Yes

**XI. Reports and Information Items**

a. Administrative and Financial Reports

i. WIOA Administrator

Ms. Juarez stated that we have been reviewing the PY23 and PY24 monitoring findings and working to close them out.

Ms. Juarez stated that with the new program year, we have new contracts and will meet with a service provider in a roundtable discussion to set goals and initiatives, review contract measures, and revise policies to align with state changes.

Ms. Juarez added that the state has taken the lead on sector strategies. She noted a recent energy-focused event held in the northern region, and an agriculture event was held on August 6 in Las Cruces, covering the Southwestern and Eastern regions.

Looking ahead, an energy sector strategy session is scheduled for October in Las Cruces.

ii. Technical Assistance and Training

Ms. Simms reported the Technical Assistance and Training Sessions and Hours for the Adult & Dislocated Worker, Youth programs, and the ETPL from July 1, 2024, through June 30, 2025. She also presented Program Performance Goals & Actuals for Q4.

iii. Financials

Ms. Arnold presented the Balance Sheet and Fund Balances with non-close out numbers. She shared Expenditures by Fund and County and provided an Obligations report for Adult & Dislocated Worker and Equus Youth by County and programs.

b. One-Stop Operator Report

Ms. Palomares and Ms. Raney presented PY24 data, achievements, and PY25 goals.



c. Service Provider Reports

i. Youth Services (Alamo Navajo School Board)

Ms. Padilla reported for PY24 Q4. Program highlights included Enrollment Goals, Work Experience/Placements, Budget Expenditure Report, and Training Opportunities.

ii. Youth Services (Equus Workforce Solutions)

Mr. Ruiz reported Enrollments by Funding Stream, Individual Training Account Success Rates, and Percentage of Employed Youth Exiters from July 1, 2024, through June 30, 2025

iii. Adult/Dislocated Worker Services (Equus Workforce Solutions)

Mr. Ruiz reported on the Individual Training Account Successful Completion Rate and Supportive Services by Type for the Adult and Dislocated Worker programs.

d. Updates from DWS

There were no updates. Ms. Juarez thanked Ms. Hollon from DWS for attending the meeting.

**XII. Other**

a. SAWDB member input

i. Mr. Manzanarez congratulated Ms. Fryar on being elected Chair.

b. CEO member input

i. No member input.

**XIII. Next Meetings**

a. The next SAWDB meeting is scheduled for Thursday, October 9, 2025, at 10:00 a.m., with the location to be determined.

b. The next CEO meeting is scheduled for Friday, December 5, 2025, at 10:00 a.m., with the location to be determined.

**XIV. Adjournment**

Meeting adjourned at 11:48 a.m.

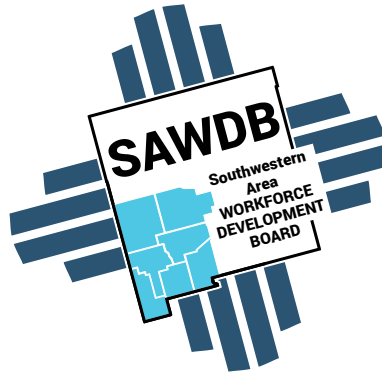
**ATTESTED**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

**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.

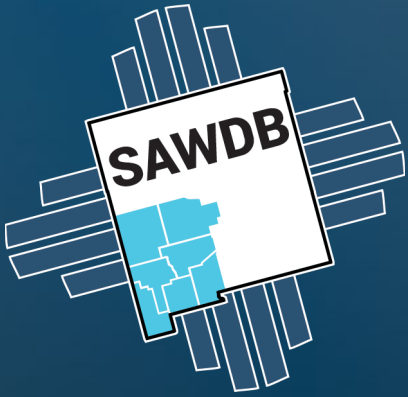
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# ***Professional Development:***

## ***Overview of Open Meetings Act***

***Glory Juarez,  
WIOA Administrator***



# Open Meetings Act Resolution Overview

## Region IV, Chief Elected Officials

### Southwestern Area Workforce Development Board

## Purpose of the Resolution

- ❖ Ensure compliance with New Mexico's Open Meetings Act (OMA)
- ❖ Define procedures for giving public notice of board meetings
- ❖ Promote transparency and public access
- ❖ Required annual adoption by the Board

## Legal Framework

### Open Meetings Act – NMSA 1978, Chapter 10, Article 5

- ❖ All policymaking bodies must hold open meetings
- ❖ Applies to quorum gatherings discussing public business
- ❖ Reasonable notice required for all meetings
- ❖ Annual determination of what constitutes reasonable notice

## Regular Meetings

- ❖ Held at least once per quarter
- ❖ Notice and agenda posted **72 hours in advance**
- ❖ Notice must include:
  - ❖ Time & place
  - ❖ How to obtain the agenda
- ❖ Additional regular meetings require **10-day notice**

## Special Meetings

- ❖ Can be called by the **Chair** or **majority of board members**
- ❖ **3-day notice required**
- ❖ Agenda available **72 hours before** meeting
- ❖ Must include how to obtain the agenda

## Emergency Meetings

- ❖ Only for **urgent, unforeseen issues**
- ❖ Called with **24-hour notice**
- ❖ Exception for injury/property risk = shorter notice
- ❖ Attorney General must be notified within **10 days** after action taken



## Telephonic Participation

- ❖ In-person attendance is required unless it's **difficult or impossible** to attend.
- ❖ Members may participate by phone or similar tech
- ❖ Must meet these conditions:
  - ❖ Members can be identified
  - ❖ Everyone hears each other simultaneously
  - ❖ The public can hear all members

## Examples of Difficult or Impossible

- ❖ **Health-related matters**, including family members
- ❖ **Important work or personal conflicts**
- ❖ **Travel-related issues**, work or personal

## Public Notice Requirements

- ❖ **Regular Meetings:**
  - ❖ Notice in newspaper of general circulation
- ❖ **Special & Emergency Meetings:**
  - ❖ Posted at all workforce centers
  - ❖ Website: [www.employnm.com](http://www.employnm.com)
  - ❖ Sent to requesting media outlets

## Closed Meetings Guidelines

- ❖ Only allowed under specific exemptions (OMA §10-15-1(H))
- ❖ Requires a **majority vote in an open meeting**
- ❖ Motion must specify reason for closure
- ❖ Discussion limited to approved topics

## Closed Meeting Procedures

- ❖ If not decided during open session, must give public notice
- ❖ After closed meeting, open session minutes must state:
  - ❖ Whether only approved topics were discussed and include the legal citation
- ❖ Any formal action must occur **in open session**

To access the NM OMA Compliance Guide please see the following website:



<https://nmdoj.gov>

NM Department of Justice  
Publications Tab



# *Action Items*

## AGENDA ITEM SUMMARY

Southwestern Area Workforce Development Board	December 11, 2025
<p><b>Agenda Item</b> Resolution 25 – 09 approves profit incentives to be included in the PY25 Adult and Dislocated Worker Services Contract.</p>	
<p><b>SUMMARY OF AGENDA ITEM</b></p> <p>This item is presented for your consideration to approve profit incentives to be included in the contract agreement PY25-WIOA-02 between the Southwestern Area Workforce Development Board and Arbor E&amp;T, LLC dba Equus Workforce Solutions, to provide WIOA Adult and Dislocated Worker Services for the period of July 1, 2025, through June 30, 2026.</p> <p>As part of the PY25 WIOA Adult and Dislocated Worker Services agreement, for-profit entities may negotiate a profit amount that is consistent with WIOA regulations. A Profit Incentives Schedule shall accompany the budget section of such agreement. The profit incentive shall be paid after the close-out is conducted and shall not exceed the amount stated in the Profit Incentives Schedule.</p>	
<p><b>RECOMMENDATION</b></p> <p>A motion to approve Resolution 25 – 09.</p>	
<p><b>BOARD'S OPTIONS ARE TO</b></p> <ul style="list-style-type: none"> <li>• Accept the recommendation</li> <li>• Amend the recommendation</li> <li>• Reject the recommendation</li> <li>• Table the item</li> <li>• Take no action on the item</li> </ul>	
<p><b>DEPENDING ON ACTION TAKEN, ITEM MAY BE REFERRED OR REPORTED TO</b></p> <ul style="list-style-type: none"> <li>• Staff or committee, as directed.</li> </ul>	
<p><b>THIS ITEM SUPPORTS STRATEGIC PLAN GOAL(S)</b></p> <ul style="list-style-type: none"> <li>• Supports all strategic plan goals</li> </ul>	
<p><b>LIST OF SUPPORTING INFORMATION FOR YOUR REVIEW</b></p> <ul style="list-style-type: none"> <li>• Profit Incentives will be presented at the meeting</li> </ul>	



## AGENDA ITEM SUMMARY

Southwestern Area Workforce Development Board	December 11, 2025
<b>Agenda Item</b> Resolution 25 – 10 approves profit incentives to be included in the PY25 Youth Services Contract.	
<b>SUMMARY OF AGENDA ITEM</b>  This item is presented for your consideration to approve profit incentives to be included in the contract agreement PY25-WIOA-06 between the Southwestern Area Workforce Development Board and Arbor E&T, LLC dba Equus Workforce Solutions, to provide WIOA Youth Services for the period of July 1, 2025, through June 30, 2026.  As part of the PY25 WIOA Youth Services agreement, for-profit entities may negotiate a profit amount that is consistent with WIOA regulations. A Profit Incentives Schedule shall accompany the budget section of such agreement. The profit incentive shall be paid after the close-out is conducted and shall not exceed the amount stated in the Profit Incentives Schedule.	
<b>RECOMMENDATION</b>  A motion to approve Resolution 25 – 10.	
<b>BOARD'S OPTIONS ARE TO</b> <ul style="list-style-type: none"> <li>• Accept the recommendation</li> <li>• Amend the recommendation</li> <li>• Reject the recommendation</li> <li>• Table the item</li> <li>• Take no action on the item</li> </ul>	
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<b>LIST OF SUPPORTING INFORMATION FOR YOUR REVIEW</b> <ul style="list-style-type: none"> <li>• Profit Incentives will be presented at the meeting</li> </ul>	

## AGENDA ITEM SUMMARY

Southwestern Area Workforce Development Board	December 11, 2025
<p><b>Agenda Item</b> Resolution 25 – 11 approves profit incentives to be included in the PY25 One-Stop Operator Services Contract.</p>	
<p><b>SUMMARY OF AGENDA ITEM</b></p> <p>This item is presented for your consideration to approve profit incentives to be included in the contract agreement PY25-WIOA-04 between the Southwestern Area Workforce Development Board and Arbor E&amp;T, LLC dba Equus Workforce Solutions to provide WIOA One-Stop Operator Services for the period of July 1, 2025, through June 30, 2026.</p> <p>As part of the PY25 WIOA One-Stop Operator Services agreement, for-profit entities may negotiate a profit amount that is consistent with WIOA regulations. A Profit Incentives Schedule shall accompany the budget section of such agreement. The profit incentive shall be paid after the close-out is conducted and shall not exceed the amount stated in the Profit Incentives Schedule.</p>	
<p><b>RECOMMENDATION</b></p> <p>A motion to approve Resolution 25 – 11.</p>	
<p><b>BOARD'S OPTIONS ARE TO</b></p> <ul style="list-style-type: none"> <li>• Accept the recommendation</li> <li>• Amend the recommendation</li> <li>• Reject the recommendation</li> <li>• Table the item</li> <li>• Take no action on the item</li> </ul>	
<p><b>DEPENDING ON ACTION TAKEN, ITEM MAY BE REFERRED OR REPORTED TO</b></p> <ul style="list-style-type: none"> <li>• Staff or committee, as directed.</li> </ul>	
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<p><b>LIST OF SUPPORTING INFORMATION FOR YOUR REVIEW</b></p> <ul style="list-style-type: none"> <li>• Profit Incentives will be presented at the meeting</li> </ul>	

## AGENDA ITEM SUMMARY

Southwestern Area Workforce Development Board	December 11, 2025
<b>Agenda Item</b> Resolution 25 – 12 approves the amended Individual Training Account Policy 17-08.6.	
<b>SUMMARY OF AGENDA ITEM</b>  This item is presented for your consideration to approve the amended Individual Training Account (ITA) Policy 17 – 08.6. The amendment updates the allowable timeframe for short-term certifications, increasing the maximum duration from one year to two years. This change aligns the policy with current practice needs and supports participant access to high-demand occupational training  After policy approval, staff will conduct a final formatting review to ensure compliance with SAWDB style requirements, including updating headers, transitioning to a single-column layout, and verifying that all required standard verbiage is present and up-to-date.	
<b>RECOMMENDATION</b>  A motion to approve Resolution 25 – 12.	
<b>BOARD'S OPTIONS ARE TO</b> <ul style="list-style-type: none"> <li>• Accept the recommendation</li> <li>• Amend the recommendation</li> <li>• Reject the recommendation</li> <li>• Table the item</li> <li>• Take no action on the item</li> </ul>	
<b>DEPENDING ON ACTION TAKEN, ITEM MAY BE REFERRED OR REPORTED TO</b> <ul style="list-style-type: none"> <li>• Staff or committee, as directed</li> </ul>	
<b>THIS ITEM SUPPORTS STRATEGIC PLAN GOAL(S)</b> <ul style="list-style-type: none"> <li>• Supports all strategic plan goals</li> </ul>	
<b>LIST OF SUPPORTING INFORMATION FOR YOUR REVIEW</b> <ul style="list-style-type: none"> <li>• ITA Policy</li> </ul>	

## SOUTHWESTERN AREA WORKFORCE DEVELOPMENT BOARD

### INDIVIDUAL TRAINING ACCOUNT POLICY 17-08.7

#### DATE OF ISSUE

August 19, 2026

#### EFFECTIVE DATE

August 9, 2024

#### APPLICABILITY

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

#### PURPOSE

Establish a policy for local workforce development boards regarding individual training accounts.

#### BACKGROUND

The Individual Training Account (ITA) is established on behalf of a participant to provide training services. Adult, Dislocated Workers & Youth purchase training services from eligible providers selected from the Eligible Training Provider list of approved providers and in consultation with the case manager.

#### ACTION

References include the following: Public Law WIOA

Individual Training Accounts (ITA) ~~provides a mechanism for paying a mechanism for the payment of~~ training expenses to eligible training providers for individuals receiving funds from the Workforce Innovation and Opportunity Act. (WIOA)

- A. ITAs shall be limited to individuals unable to obtain other grant assistance or require assistance beyond that available from other grant assistance programs. The service provider, at each training enrollment period (i.e., semester, quarter), shall document the unavailability of other funding sources such as Pell Grants, Trade Adjustment Act (TAA), Temporary Assistance for Needy Families (TANF), or other federal grants. Participant must apply for other forms of financial assistance prior to receiving an ITA and throughout WIOA funded training as appropriate. Application, applicant statement, receipt, or denial of financial aid must be maintained in the participant file.
- B. ITAs shall only be issued to individuals who have been determined to need training services to obtain employment.
- C. ITAs shall be developed jointly by the individual and case manager using the results of the assessment and an Individual Employment Plan (IEP). The case manager shall verify that the participant meets the training provider's enrollment criteria for admission to the training program or course of study as well as coordinate the provider's acceptance of the participant into the program and coordination of case management.
- D. Customer choice. The foundation of the WIOA is "informed customer choice" with the ultimate decision

resting with the customer within state and local parameters and policy.

- E. It is the responsibility of the local board and local service provider to assist customers in making informed choices regarding career paths and training through the dissemination of information on state and local targeted industry and occupations in demand.
  - 1) Participants shall be able to use their ITAs to acquire training services from any training provider on the statewide eligible training provider list in a manner that maximizes informed customer choice.
  - 2) WIOA is not an entitlement program. Customer choice shall be exercised within the targeted industry and demand occupations designated. Individuals, eligible or otherwise, that seek training outside of these designated areas can be provided assistance in pursuing other sources of financial aid.
- F. The policy does not have a minimum hourly wage requirement for an occupation, which allows a service provider to issue an ITA in an occupation that meets the requirements. The service provider should consider whether a low wage occupation can lead to a career path for higher earnings, and when the service provider's Median Earnings Report shows that it can offset a lower wage occupation. For example, a person who has no or little work skills can train for an occupation that can incrementally lead toward the self-sufficiency wage – such as, a CNA, whose path leads to an LPN, and RN. In areas where the low wage occupation does not lead to a career path to a self-sufficiency wage, the service provider is responsible for assisting the customer in making informed choices regarding career pathways and training through the dissemination of information on the state and local targeted industries and occupations in demand. Accordingly, if the low wage occupation does not lead toward a self-sufficiency wage, then the customer has the information to make an informed decision as to which occupation to pursue. A customer cannot be restricted from enrollment based on the wage of the occupation when it leads toward a self-sufficiency wage and when the service providers Median Earnings Report shows that it can off-set a lower wage occupation. A service provider and the customer should consider the career pathway based on the customer's work skill level and if the occupational training will lead to higher earnings.
  - 3) Out-of-school youth participants, ages 16-24 may receive an individual training account to access occupational skill training with or without co-enrolling in the adult and dislocated workers program.
- G. In consideration of Sections E. (2) and F. (1), service providers must examine the occupations in demand and develop a strategy to address the level of skilled workers available to employers within various occupations.
  - 1) The service provider needs to consider how it will spread its limited funds among the different occupations in demand throughout the service area. Accordingly, the service provider may temporally limit or stop issuing ITAs in an occupation or occupations.
  - 2) When the labor market information shows that an occupation has been adequately supplied in the region, the service provider has the discretion to reduce or stop the issuance of ITA contracts until the labor market information shows a need to issue ITAs.
- H. The Administrative Entity must be notified in writing prior to the service provider temporally limiting or stopping the issuance of ITAs to an occupation or occupations. The Administrative Entity must approve the moratorium in writing.
- I. Training programs may only be selected from the approved Eligible Training Provider list and must be an "occupation in demand". The participant will have access to the list of eligible training providers through the Virtual One Stop System.

- J. An "occupation in demand" is defined by the SAWDB as those that have an annual opening of 4 or more, or Total Percent Change of 8% or more. Projections can be found in the Labor Market Information on America's Job Center online system (NMJobs) and uploaded into the participant's online file. The SAWDB may also approve training services for occupations determined in sectors of the economy that have a high potential for sustained demand or growth in the local area and/or those designated as priority industries within the region.
- 1) Exceptions to the "occupation in demand" criteria are allowed when a participant provides a "letter of hire" from an employer, signed by an individual with the authority to hire on company letterhead, stating they will employ the participant as a full-time employee upon successful completion of the training program. Employment is defined as any service, including service in interstate commerce, performed for wages or under any contract of hire, written or oral, expressed or implied.
  - 2) The "letter of hire" is not applicable to jobs that are based on commission earnings that do not include at least 32 hours of wage or salary earnings per week. The wage rate or salary must be at the minimum employment wage rate under federal, state, or local law plus commission.
  - 3) The occupation in demand or letter of hire must be documented in the participants' file.
  - 4) The following are the required elements for the letter of hire:
    - (i) Statement indicating an "offer of employment"
    - (ii) Employment start date
    - (iii) Salary or hourly rate of pay, and that the position is full-time at minimum of 32 hours per week
    - (iv) Fringe benefits, such as insurance, retirement, or vacation, if offered
    - (v) Supervising position of the participant
    - (vi) Statement indicating pay frequency, such as bi-weekly, weekly, semimonthly, etc.
    - (vii) Statement, signature, and date line for applicant to confirm the acceptance of the job offer
    - (viii) State the contingencies of employment, such as degree, certificate or license that must be in hand prior to start date; expirations of offer, if contingencies are not met; verification of eligibility to work in the United States; background check and drug screening, if applicable.
  - 5) Prior to issuing a letter of hire, employers should verify applicant's eligibility to work in the United States and re-verify prior to the first day of employment.
  - 6) Service providers will verify employment and case note the follow-up within the first quarter after exit.
- K. Participants must be able to use their ITA to procure services from any eligible training provider on the local/state list.
- L. The SAWDB, or its designee, shall establish a mechanism for payment to an approved training provider. This process shall include tracking expenditures of all resources paid for the participant's training, including WIOA Title I funds of the ITA.
- M. Participants shall be able to use their ITAs to acquire training from any eligible training provider on the state list, or training provider lists of other states.
- N. When an individual is approved for training and an eligible provider is selected, an ITA must be completed by the case manager. The application should contain a commitment to complete training, to provide attendance information, grades or progress reports with a cumulative grade point average of 2.0 or above, and credentials to utilize the provider's resources for placement, and when hired, to provide placement and follow-up information to the case manager. Provisions should also be included for follow-up activities to

determine employment retention and wages after employment, including authorization for access to unemployment insurance (UI) wage records.

- O. The allowable amount of training costs applicable to all Individual Training Accounts (ITAs) is dependent upon the type of occupational skill training and the range of costs for such training. The maximum cost per individual using ITAs shall not exceed the following:

Degree or Certification	Maximum Years	*Maximum Amount Per Year	Total Maximum Amount
Bachelors	5	\$3,000.00	\$15,000.00
Associates	3	\$3,000.00	\$9,000.00
Short-term Certifications	<del>2</del> 1	\$8,000.00	\$8,000.00

- 1) \*The maximum amount per year is determined by when the first contract for an ITA is issued. A year begins on the date of the first ITA contract, not on a calendar year or program year.
  - 2) **For example:** If the first ITA contract is issued on August 15, 2018, then the one-year term ends on August 14, 2019.
  - 3) A waiver request may be submitted to the WIOA Administrator to exceed the Maximum Amount per Year or the Total Maximum Amount when it is demonstrated that the participant's financial need exceeds their financial resources. The WIOA Administrator is authorized to grant or not grant the waiver. The Administrative Entity will provide a guidance letter on the waiver request criteria and submission instructions.
- P. Only the full payment for each semester, quarter, or other training period will be allowed if the training provider has a published prorated refund policy applicable for all students who may drop out of that training institution. Advanced payments beyond each training period are not allowed.
- Q. The durational limit of an ITA for an individual participant is based on the needs identified in the Individual Employment Plan (IEP) but cannot exceed the number of training years set in the above table.
- R. Exceptions to pursuing an additional credential through an ITA training within a five-year period, training exceeding allotted number of years, and cost limitations may be allowed under extenuating circumstances following the SAWDB waiver policy and must be documented in the participant's file.
- S. Use of an ITA is necessary for the following types of training:
- 1) Occupational skills training services, including training for nontraditional employment; Prerequisite courses required for acceptance into a vocational/occupational skills training program ~~is allowable only when the entire program including prerequisites are allowable only when the entire program, including prerequisites, can be completed within the allotted number of years. In the event the completion of prerequisites may not result in the acceptance and entrance into a vocational/occupational skills training program, prerequisites must be completed and acceptance into a program documented prior to enrollment into WIOA funded that the completion of prerequisites may not result in acceptance and~~

entrance into a vocational/occupational skills training program, prerequisites must be completed and acceptance into a program documented prior to enrollment into WIOA-funded training.

- 2) Programs that combine workplace training with related instruction which including appropriate education programs
  - 3) Training programs for occupations in demand operated by the private sector
  - 4) Skill upgrading and retraining
  - 5) Entrepreneurial training
  - 6) Adult basic education/ESL/literacy provided in combination with the above training
  - 7) Post-secondary education for careers in demand
  - 8) Bureau of Apprenticeship Training (BAT) approved apprenticeship programs.
- T. Short-term prevocational activities not allowed under an ITA. Short-term prevocational activities are Individualized Career Services that prepare individuals for employment or enable workers with skills to acquire a necessary occupational credential through short-term continuing education. Examples include development of (1) basic learning, communication, and interviewing skills, such as punctuality, personal maintenance, and personal conduct skills, (2) employability skills training such as job preparation and work maturity skills developed in SCANS (Secretary's Committee on Achieving Necessary Skills) and (3) in the development of occupational literacy skills to complete a training program or class, such as a basic computer class in Word. Basic skill/academic remediation including Developmental Math/English, English-as-a Second Language (ESL), literacy training, GED preparation, employment skills enhancement and others leading to the attainment of a high school diploma or equivalent, or attainment of basic and employment skills competencies are considered to be pre-vocational short-term trainings funded under Intensive Services, but only after exhausting and documenting the lack of other available resources to provide such training. If taken alone and funded as an Intensive Service, participants must be able to complete needed academic remediation/developmental instruction in preparation for employment or regular curriculum in 12 months or less.
- U. ITAs are not used for customized training or a training services program of demonstrated effectiveness serving special participant populations that face multiple barriers to employment.
- V. SAWDB or providers shall monitor the use of ITAs to ensure that training services are provided in a manner that maximizes customer choice regarding career paths and training through the dissemination of information on state and local targeted industry and occupations in demand, with sound accounting and payment procedures used and local limitations are observed.
- W. SAWDB Administrative Entity or designee shall ensure that Career Services are made available to individuals in the One Stop Centers, which must include the completion of an Individual Employment Plan (IEP) prior to participation in any training activity. The IEP must document the participant's ability to succeed in the selected training program.
- X. The ITA will cover all books, fees, and training materials, supplies and uniforms as required in the training institution participant statement as issued by the training provider in addition to tuition except for those covered by other forms of financial assistance. WIOA funds are intended to supplement other sources of funding for training to participants who are unable to find other grant assistance or whose financial needs exceed the assistance available from other sources. ITAs must be coordinated with other grant assistance to ensure that WIOA funds are not used to pay for the cost of training when grant assistance from other sources are available to pay the costs. The following documentation for the ITA contract must be scanned



into NMJobs:

1. ITA Contract (signed by all parties)
  2. Fund Training Sheet
  3. Class Schedule,
  4. Degree Plan
  5. Customer Choice
  6. Approved WIOA Program Screenshot
  7. Occupation in demand Screenshot (Projected annual job openings/projected employment growth)
  8. Training Institution's Participant Statement
- Y. A WIOA participant may enroll in a training program with WIOA funds while application for Pell Grant funds are pending, but the local Workforce Development Board must be reimbursed for the amount of the Pell Grant used for training if the application is approved. Only that portion provided for tuition is subject to reimbursement. Permission must be given to the service provider by the participant to obtain financial aid information by the post-secondary institution,
- Z. Enrollment in an ITA and the execution of the ITA contract must be done no later than the start of a training. The Board will not pay for training on an ITA contract executed after the first day of training, and service providers will be responsible for paying the costs with non-WIOA funds.
- AA. ITA modification must be done when there is a change in the contract to the tuition/fees, books, or supplies. The modification must be signed by all parties. When the amount of the contract is different than the amount of the institutions invoice then a de-obligation must be made to the voucher in NMJobs,
- BB. Service Provider Case Managers will ensure that tracking mechanisms are in place to ensure funding caps are not exceeded.
- CC. Service Provider Case Managers will maintain contact with participants during training to track performance, attendance, and change in status, as well as inform participants of their account status. All contact will be documented in the participant's files in America's Job Center Online System (NMJobs)
- DD. SAWDB shall make provisions for the maintenance and retention of ITA 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 program years from the date the individual participant exits unless an unresolved audit is pending. In that case, records must be retained until final resolution of the audit.
- EE. SAWDB shall ensure that selected training providers are afforded appropriate training and technical assistance necessary to deliver the required WIOA services.

#### **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 8, 2024

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SAWDB Chairman

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Date

## AGENDA ITEM SUMMARY

Southwestern Area Workforce Development Board	December 11, 2025
<p><b>Agenda Item</b>  Resolution 25 – 13 approves the revised Memorandum of Understanding between the Southwestern Area Workforce Development Board and American Job Center Partners.</p>	
<p><b>SUMMARY OF AGENDA ITEM</b></p> <p>The primary purpose of this Memorandum of Understanding (MOU) is to create a partnership between the Southwestern Area Workforce Development Board, hereinafter referred to as, “Board”, and the American Job Center Partners, hereinafter referred to as, “Partners”, within the counties of Catron, Dona Ana, Grant, Hidalgo, Luna, Sierra, and Socorro, New Mexico. The revision provides for the NM Commission for the Blind to be added as a partner.</p> <p>A motion to accept Resolution 25 – 13</p>	
<p><b>BOARD’S OPTIONS ARE TO</b></p> <ul style="list-style-type: none"> <li>• Accept the recommendation</li> <li>• Amend the recommendation</li> <li>• Reject the recommendation</li> <li>• Table the item</li> <li>• Take no action on the item</li> </ul>	
<p><b>DEPENDING ON ACTION TAKEN, ITEM MAY BE REFERRED OR REPORTED TO</b></p> <ul style="list-style-type: none"> <li>• Staff or committee, as directed.</li> </ul>	
<p><b>THIS ITEM SUPPORTS STRATEGIC PLAN GOAL(S)</b></p> <ul style="list-style-type: none"> <li>• Supports all strategic plan goals</li> </ul>	
<p><b>LIST OF SUPPORTING INFORMATION FOR YOUR REVIEW</b></p> <ul style="list-style-type: none"> <li>• MOU</li> </ul>	

# New Mexico Workforce Connection

*A Proud Partner of the American Job Center Network*

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

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

**LEGAL AUTHORITY**

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

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

**PURPOSE**

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

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

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

**VISION**

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

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

## **MISSION**

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

## **WORKFORCE SYSTEM STRUCTURE**

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

## **EMPLOYMENT SERVICES, TRAINING SERVICES**

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



**American Job Center Locations**

Workforce Centers/Office	Address	Phone
Deming	322 East Oak Street Deming, NM 88030	(575) 546-0192
Las Cruces	226 South Alameda Boulevard Las Cruces, NM 88005	(575) 524-6250
Silver City	420 West Broadway Street Silver City, NM 88062	(575) 538-3737
Socorro	198 Neel Avenue Socorro, NM 87801	(575) 835-0067
Sunland Park	1500 Appaloosa Drive, Suite A-160 Sunland Park, NM 88063	(575) 618-1249
Truth or Consequences	1705 N. Date Street Truth or Consequences, NM 87901	(575) 956-9200
Alamo Navajo Reservation (this provider serves youth only)	Alamo Navajo School Board Highway 169, Mile Mark 26 Alamo, NM 87825	(575) 854-2543 ext 1403

**One-Stop Operator**

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

## Workforce Partners

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

Access by Computer and Telephone				
WIOA Adult and Dislocated Worker Programs	Equus Workforce Services	WIOA Title I Adult and Dislocated Worker WIOA Act of 2014	Heather Leach, Regional Director	226 S. Alameda Blvd Las Cruces, NM 88005 heather.leach@equusworks.com
WIOA Youth Program	Equus Workforce Solutions	WIOA Title I Youth Program WIOA Act of 2014	Heather Leach, Regional Director	226 S. Alameda Blvd Las Cruces, NM 88005 heather.leach@equusworks.com
Adult Basic Education	Adult Education ABE	WIOA Title II Adult Education and Family Literacy Act (AEFLA) Program	Mary Ulrich, Executive Director	Doña Ana Community College 2345 E. Nevada Ave. Las Cruces, NM 88001 575-527-7526 mulrich@dacc.nmsu.edu
Adult Basic Education	Adult Education ABE	WIOA Title II Adult Education and Family Literacy Act (AEFLA) Program	Colton Bjerke, Manager	Western New Mexico University P.O. Box 680 Silver City, NM 88062  575-574-5114 Main office 575-574-5101  colton.bjerke@wnmu.edu
NM Department of Vocational Rehabilitation Services	NM Department of Vocational Rehabilitation Services	State Vocational Rehabilitation (VR) program, authorized under title I of the Rehabilitation Act of 1973 (29 U.S.C.720 et seq.), as amended by title IV of WIOA	Casey Stone- Romero, Director	2935 Rodeo Park Drive East Santa Fe, NM 87505  505-954-8500 Fax 505-207-2307  casey.stone-romero@dvr.nm.gov
Job Corps	Job Corps	Job Corps, WIOA Title I, Subtitle C	Samuel Kolapo, Center Director	1500 Indian School Rd. NW Albuquerque, NM 87104 505-222-4100

Non-Co-located Partners				
Alamo Navajo Reservation	Alamo Navajo School Board	WIOA Title I Youth	Marlene Herrera, Community Services Director	Alamo Navajo Schools P.O. Box 5907 Alamo, NM 87825 575-854-2609 ext 1403 marleneh@ansbi.org
Temporary Assistance for Needy Families (TANF)	New Mexico Healthcare Authority	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.)	Roxanne J. Luna, Bureau Chief	New Mexico Healthcare Authority Income Support Division Work & Family Support Bureau 505-827-7750  roxannej.luna@hca.nm.gov
Senior Community Service Employment Program Set-Aside Grantees	NM Aging & Long-Term Services Department	Senior Community Service Employment Program Set-Aside Grantees	Doug Calderwood, Bureau Chief	2550 Cerrillos Rd Santa Fe, NM 87505 (505) 476-4799 doug.calderwood@altsd.nm.gov
Senior Community Service Employment Program SCSEP	NM Goodwill	Senior Community Service Employment Program (SCSEP), authorized under title V of the Older Americans Act of 1965 (42 U.S.C. 3056 seq.)	President/CEO Sesha Lee Program Director	5000 San Mateo Blvd. NE Albuquerque, NM 87109 505-881-6401
National Farmworker Jobs Program Employment and Training Grants	MET, Inc.	National Farmworker Job Program (NFJP) WIOA Sec. 167	Cynthia Verdeja Director of Employment and Training Programs	PO Box 1838 New Caney, Texas 77357 281-689-5544 verdeja@metinc.org
Adult Basic Education	Adult Basic Education ABE	WIOA title II Adult Education and Family Literacy Act (AEFLA) Program	Tina Hite	UNM Valencia 280 La Entrada Los Lunas, NM 87031  505-925-8920 tinan@unm.edu

Community College	Public Education Department  Carl's Perkins Act	Career and technical education (CTE) programs at the postsecondary level, authorized under the Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2301 et seq.)	Mary Ulrich, Executive Director	Doña Ana Community College 2345 E. Nevada Ave. Las Cruces, NM 88001 575-527-7526 mulrich@dacc.nmsu.edu
Community Services Block Grant Act (CSBG)	New Mexico Healthcare Authority	Employment and training activities carried out under the Community Services Block Grant Act (CSBG) (42 U.S.C. 9901 et seq.)	Roxanne J. Luna, Bureau Chief	New Mexico Healthcare Authority Income Support Division Work & Family Support Bureau 505-827-7750 roxannej.luna@hca.nm.gov
New Mexico Corrections Department (NMCD)	Reentry Division	Reentry Employment Opportunities (REO), programs authorized under sec. 212 of the Second Chance Act of 2007 (42 U.S.C 17532) and WIOA sec. 169	Byron Brown, Reentry Director	4337 State Road 14 Santa Fe, NM 87502 (505) 252-2074 byron.brown@cn.nm.gov
NM Commission for the Blind			Greg Trapp, Executive Director	2200 Yale Blvd. SE Albuquerque, NM 87106 505-841-8844 Greg.Trapp@cfb.nm.gov

### American Job Center Partner Services

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

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

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

	maintenance, literacy skills, financial literacy skills, and professional conduct) to prepare individuals for unsubsidized employment or training	employers to employ an individual upon successful completion of the training
Information and assistance in applying for financial aid for training and education programs not provided under WIOA		Other training services as determined by the workforce partner's governing rules
Follow up services		Post-employment follow-up services and support

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



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

All Parties to this agreement shall comply with:

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

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

Additionally, all Parties shall:

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

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

The CEO'S for the Southwestern Region will:

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

Coordinate with the Board to oversee the operations of the Region's American Job Center network.

### **Local Workforce Board**

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

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

## **One-Stop Operator**

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

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

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

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

### **A. Excellent Customer Service**

The Operator will:

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

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

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

#### B. Innovation and Effective Service Design

The Operator will:

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

#### C. Integrated Management Systems

The Operator will:

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

#### D. Leadership

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

#### E. Management Approach

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

#### F. Continuous Improvement

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

#### G. Communication

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

### **American Job Center Partners**

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

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

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

### **Data Sharing**

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

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

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

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

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

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

### **Confidentiality**

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

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

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

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



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

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

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

### **Referrals**

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

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

### **Accessibility**

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



### **Physical Accessibility**

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

### **Virtual Accessibility**

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

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

### **Communication Accessibility**

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

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

### **Programmatic Accessibility**

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

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

### **Outreach**

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

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

### **Dispute Resolution**

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

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

### **Monitoring**

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

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

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

### **Non-Discrimination and Equal Opportunity**

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

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

### **Indemnification**

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

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

### **Severability**

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

### **Drug and Alcohol-Free Workplace**

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

### **Certification Regarding Lobbying**

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

### **Debarment and Suspension**

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

### **Priority of Service**

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

### **Buy American Provision**

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

### **Salary Compensation and Bonus Limitations**

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

### **Non-Assignment**

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

### **Governing Law**

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

### **Steps to Reach Consensus**

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

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

### **MOU Modification Process**

- (1) Notification
- (2) When a Partner wishes to modify the MOU, the Partner must first provide written notification to all signatories of the existing MOU and outline the proposed modification(s).
- (3) Discussion/Negotiation

- (4) Upon notification, the Administrative Entity must ensure that discussions and negotiations related to the proposed modification take place with Partners in a timely manner and as appropriate.
- (5) Depending upon the type of modification, this can be accomplished through email communications of all the Parties. If the proposed modification is extensive and is met with opposition, the Administrative Entity may call a meeting of the Parties to resolve the issue. Upon agreement of all Parties, a modification will be processed.
- (6) If the modification involves substitution of a party that will not impact any of the terms of the agreement, it can be accomplished by the original party and the new party entering into an MOU that includes the, wherein the new party assumes all of the rights and obligations of the original party. Upon execution, the Administrative Entity presents the agreement as a proposed modification to the MOU, and the remaining steps are followed.
- (7) If determined that a Partner is unwilling to agree to the MOU modification, the Administrative Entity must ensure that the process in the Dispute Resolution section is followed.
- (8) The Administrative Entity must immediately circulate the MOU modification and secure Partner signatures within four (4) weeks. The modified MOU will be considered fully executed once all signatories have reviewed and signed.

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

## **Termination**

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

- All Parties mutually agree to terminate this MOU prior to the end date;
- Federal oversight agencies charged with the administration of WIOA are unable to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this MOU succeeding the first fiscal period. Any party unable to perform pursuant to MOU due to lack of funding shall notify the other Parties as soon as the party has knowledge that funds may be unavailable for the continuation of activities under this MOU;
- WIOA is repealed or superseded by subsequent federal law;
- Local area designation is changed under WIOA, and;
- A party breaches any provision of this MOU and such breach is not cured within thirty (30) days<sup>15</sup> after receiving written notice from the Administrative Entity specifying such breach in reasonable detail. In such event, the non-breaching party(s) shall have the right to terminate this MOU by giving written notice thereof to the party in breach, upon which termination will go into effect immediately.

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

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

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

## **Effective Period**

This MOU will become effective as of the date of signing by the final signatory below and must terminate on June 30, 2026, unless any of the reasons in the Termination section above apply.

## **INFRASTRUCTURE FUNDING AGREEMENT**

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

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



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

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

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

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

This document was approved by the Southwestern Area Workforce Development Board on June 20, 2024.

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SAWDB Board Chair

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

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

\_\_\_\_\_.

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

I understand that this MOU may be executed in counterparts, each being considered an original, and that this MOU expires either by providing written notice by any party to the MOU or on June 30, 2026.

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Printed Name and Title

\_\_\_\_\_  
 Agency Name

\_\_\_\_\_  
 Agency Contact Information

**Southwestern Area Workforce Development Area**  
 PO Box 1072, Elephant Butte, NM 87935 | [www.employnm.com](http://www.employnm.com) | (575) 744-4857

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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).  
 FUNDED BY THE U.S. DEPARTMENT OF LABOR.



## AGENDA ITEM SUMMARY

Southwestern Area Workforce Development Board	December 11, 2025
<p><b>Agenda Item</b>  Resolution 25 – 14 designates Southwestern Area Workforce Development Board bank account signatories.</p>	
<p><b>SUMMARY OF AGENDA ITEM</b></p> <p>This item is presented for your review and consideration to authorize Tiffany Romero and Gary Whitehead as signatories on all the Southwestern Area Workforce Development Board's bank accounts.</p>	
<p><b>RECOMMENDATION</b></p> <p>A motion to accept Resolution 25 – 14.</p>	
<p><b>BOARD'S OPTIONS ARE TO</b></p> <ul style="list-style-type: none"> <li>• Accept the recommendation</li> <li>• Amend the recommendation</li> <li>• Reject the recommendation</li> <li>• Table the item</li> <li>• Take no action on the item</li> </ul>	
<p><b>DEPENDING ON ACTION TAKEN, ITEM MAY BE REFERRED OR REPORTED TO</b></p> <ul style="list-style-type: none"> <li>• Staff or committee, as directed.</li> </ul>	
<p><b>THIS ITEM SUPPORTS STRATEGIC PLAN GOAL(S)</b></p> <ul style="list-style-type: none"> <li>• Supports all strategic plan goals</li> </ul>	
<p><b>LIST OF SUPPORTING INFORMATION FOR YOUR REVIEW</b></p> <ul style="list-style-type: none"> <li>• None</li> </ul>	



# *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, 2024, through June 30, 2025

TECHNICAL ASSISTANCE

Program	Sessions	Hours
Adult & Dislocated Worker	660	213.5
Equus Youth	127	39.75
Alamo Youth	35	10.5
ETPL	294	175

SOUTHWESTERN AREA WORKFORCE DEVELOPMENT BOARD  
Adult & Dislocated Worker Services and Youth Services  
Technical Assistance and Training  
from July 1, 2024, through June 30, 2025

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## TRAINING

Program	Dates	Hours
ETPL Providers, AE, Adult, Dislocated Workers, and Youth	November 12, 14, and 15 <sup>th</sup>	1
Training Details		
ETPL Training NM WCOS Performance Date Requirements and Program Entry One-hour training given by the NMDWS for all State ETPL Providers Reviewed the approved Eligible Training Provider Policy (DWS-24-001)		

Program	Dates	Hours
Adults, Dislocated Workers, and Youth	February 20, 2025	2
Training Details		
ITA Policy Review Training ITA policy 17-08.6, Activity Dates and Total Enrollment Cost for ITA's, Vouchers for ITA and Individual Counseling Activity in NMJOBS formerly (WCOS), SWAGL 17-02 Occupation in Demand/Labor Market Analysis and SWAGL 15-1.4 ITA Waiver Request Letter		

# Program Performance Goals & Actuals

## PY24 Q4

75

Location: 10-Southwestern Area Workforce Development Board

LWDB Goal

PY24

Performance Summary cards

	Employment Q2	Median Earnings	Employment Q4	Credential	Measurable Skill Gains	
Adult	98.29%	96.89%	95.15%	91.65%	114.43%	
	Actual 77.65%	Goal 79.00%	Actual \$8,477.73	Goal \$8,750.00	Actual 76.67%	Goal 67.00%
	66 / 85	Cohort 66	102 / 134	35 / 67	92 / 120	
Dislocated Workers	114.07%	109.03%	108.15%	63.73%	121.55%	
	Actual 83.84%	Goal 73.50%	Actual \$8,176.92	Goal \$7,500.00	Actual 79.01%	Goal 65.00%
	83 / 99	Cohort 83	62 / 78	13 / 34	143 / 181	
Youth	85.29%	81.43%	91.55%	61.92%	63.64%	
	Actual 57.14%	Goal 67.00%	Actual \$3,664.54	Goal \$4,500.00	Actual 35.00%	Goal 55.00%
	64 / 112	Cohort 59	75 / 128	18 / 57	49 / 140	
Wagner-Peyser	108.35%	90.48%	97.00%			
	Actual 68.26%	Goal 63.00%	Actual \$6,487.48	Goal \$7,170.00		
	4052 / 5936	Cohort 4052	3471 / 5680			
① All	Actual 68.16%	Goal 4070 / 5971	Actual \$6,476.94	Goal 4070	Actual 61.10%	Goal 3514 / 5751
	43.72%	87 / 199	64.24%	282 / 439		

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

76

## TECHNICAL ASSISTANCE

Program	Sessions	Hours
Adult & Dislocated Worker	150	62.5
Equus Youth	9	5
Alamo Youth	4	2
ETPL	123	62

# Program Performance Goals & Actuals

## PY25 Q1

77

### Performance Summary cards

	Employment Q2	Median Earnings	Employment Q4	Credential	Measurable Skill Gains
Adult	<b>82.77%</b>	<b>65.41%</b>	<b>102.68%</b>	<b>58.48%</b>	<b>41.46%</b>
	Actual 65.38% 17 / 26	Actual \$5,723.31 Cohort 17	Actual 82.14% 23 / 28	Actual 33.33% 1 / 3	Actual 27.78% 10 / 36
Dislocated Workers	<b>116.62%</b>	<b>90.24%</b>	<b>119.05%</b>	<b>117.65%</b>	<b>43.96%</b>
	Actual 85.71% 36 / 42	Actual \$6,767.79 Cohort 36	Actual 87.50% 21 / 24	Actual 70.59% 12 / 17	Actual 28.57% 12 / 42
Youth	<b>116.81%</b>	<b>89.35%</b>	<b>78.13%</b>	<b>89.13%</b>	<b>12.54%</b>
	Actual 78.26% 36 / 46	Actual \$4,020.92 Cohort 32	Actual 50.00% 14 / 28	Actual 45.45% 5 / 11	Actual 6.90% 6 / 87
Wagner- Peyser	<b>100.19%</b>	<b>87.12%</b>	<b>74.00%</b>		
	Actual 63.12% 1020 / 1616	Actual \$6,246.86 Cohort 1020	Actual 46.62% 807 / 1731		



# *Financial Report*

*Skylar Arnold*

Workforce Innovation and Opportunity Act  
Southwestern Area Workforce Development Board  
Balance Sheet June 30, 2025 Close Out

	<u>WIOA</u>
<b>ASSETS:</b>	
Cash and cash equivalents	\$ 120,464
Accounts Receivable-Grants	877,802
Total assets	<u>\$ 998,266</u>
<b>LIABILITIES AND FUND BALANCE:</b>	
Accounts payable	\$ 998,266
Deferred Revenue	-
Total liabilities	<u>998,266</u>
<b>Fund Balance</b>	
Unreserved and designated for future expenditures	<u>-</u>
Total fund balance	
Total liabilities and fund balance	<u>\$ 998,266</u>

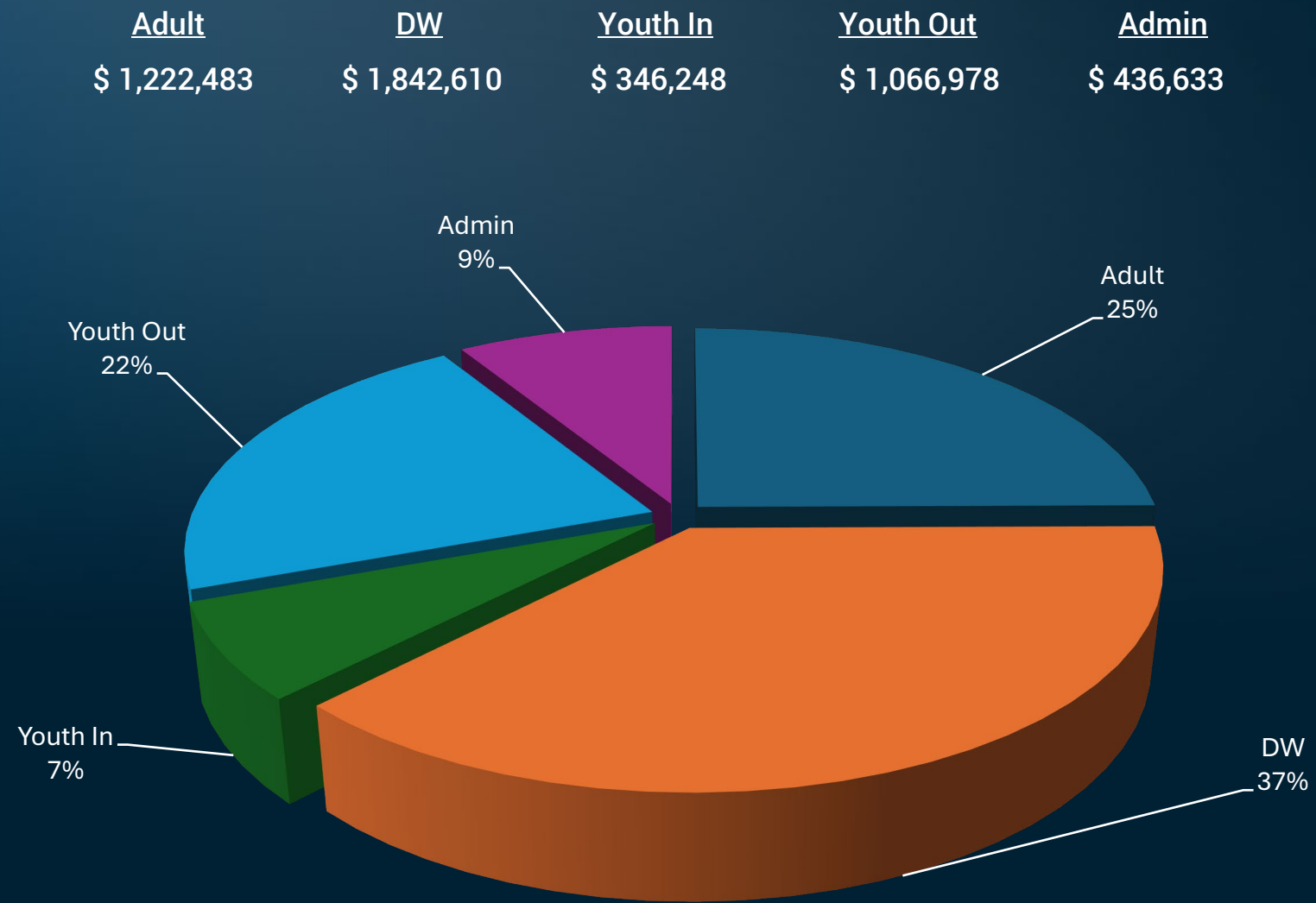
Statement of Revenues, Expenditures, and Changes in Fund Balances –  
Budget (GAAP Basis) and Actual For the Fiscal Year 24-25  
June 30, 2025  
Close Out

80

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
<b>Revenues:</b>			
Federal grants	\$ 6,209,220	4,914,954	1,294,267
<b>Expenditures:</b>			
Employment services:			
Program Year 24/Fiscal Year 25			
Adult	1,035,554	988,803	46,751
Dislocated Worker	1,868,436	1,293,017	575,419
Youth	1,345,255	893,499	451,756
Administration	472,139	251,798	220,341
Program Year 23/Fiscal Year 24			
Adult	233,680	233,680	0
Dislocated Worker	549,593	549,593	0
Youth	519,728	519,728	0
Administration	184,835	184,835	(0)
			-
Total general governmental	<u>6,209,220</u>	<u>4,914,954</u>	<u>1,294,267</u>
Excess (deficiency) of revenues over expenditures	-	-	-
Fund balance, beginning of year	<u>-</u>	<u>-</u>	<u>-</u>
Fund balance, end of year	\$ <u>-</u>	<u>-</u>	<u>-</u>

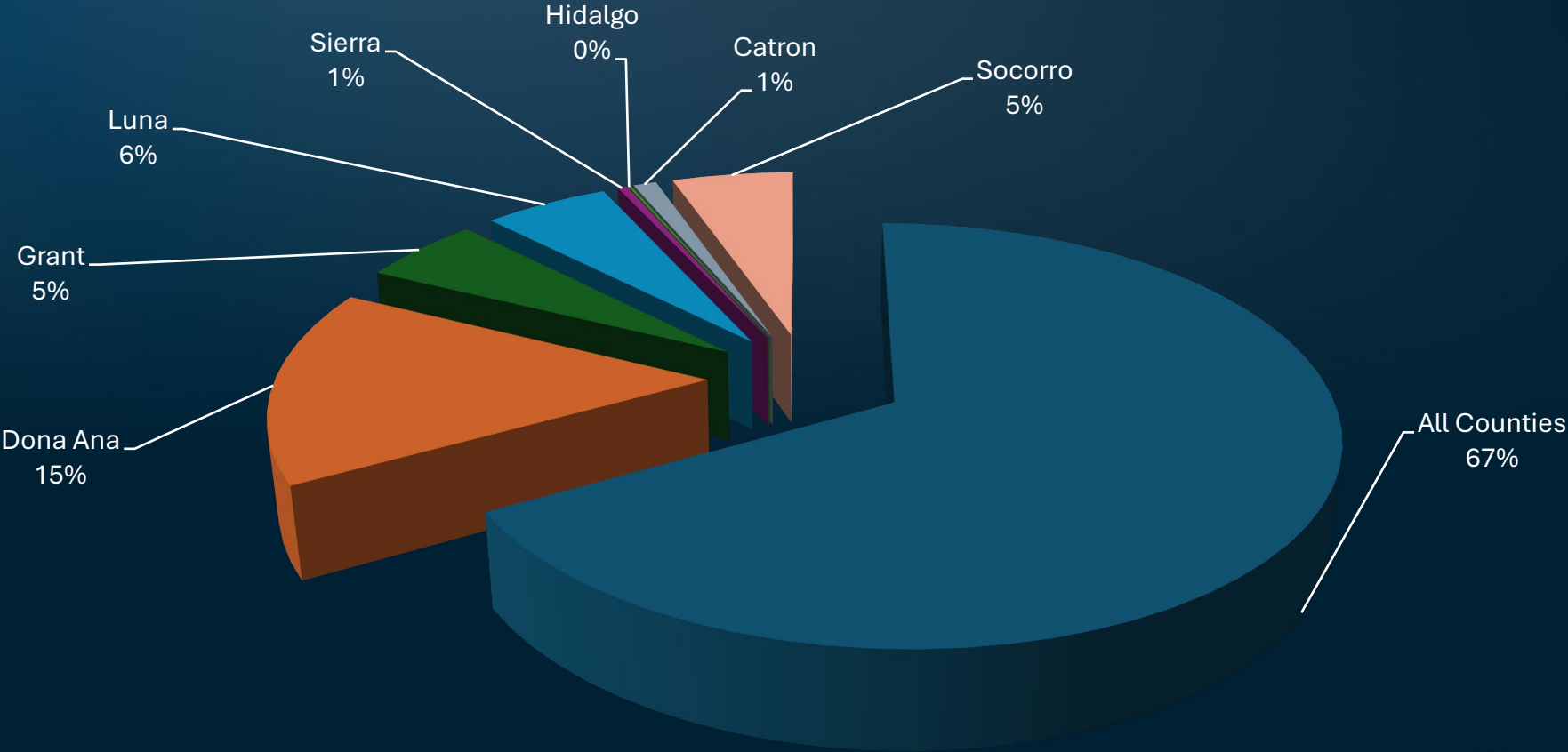


# Expenditures by Fund - June 30, 2025 Close Out



# Expenditures by County - June 30, 2025 Close Out

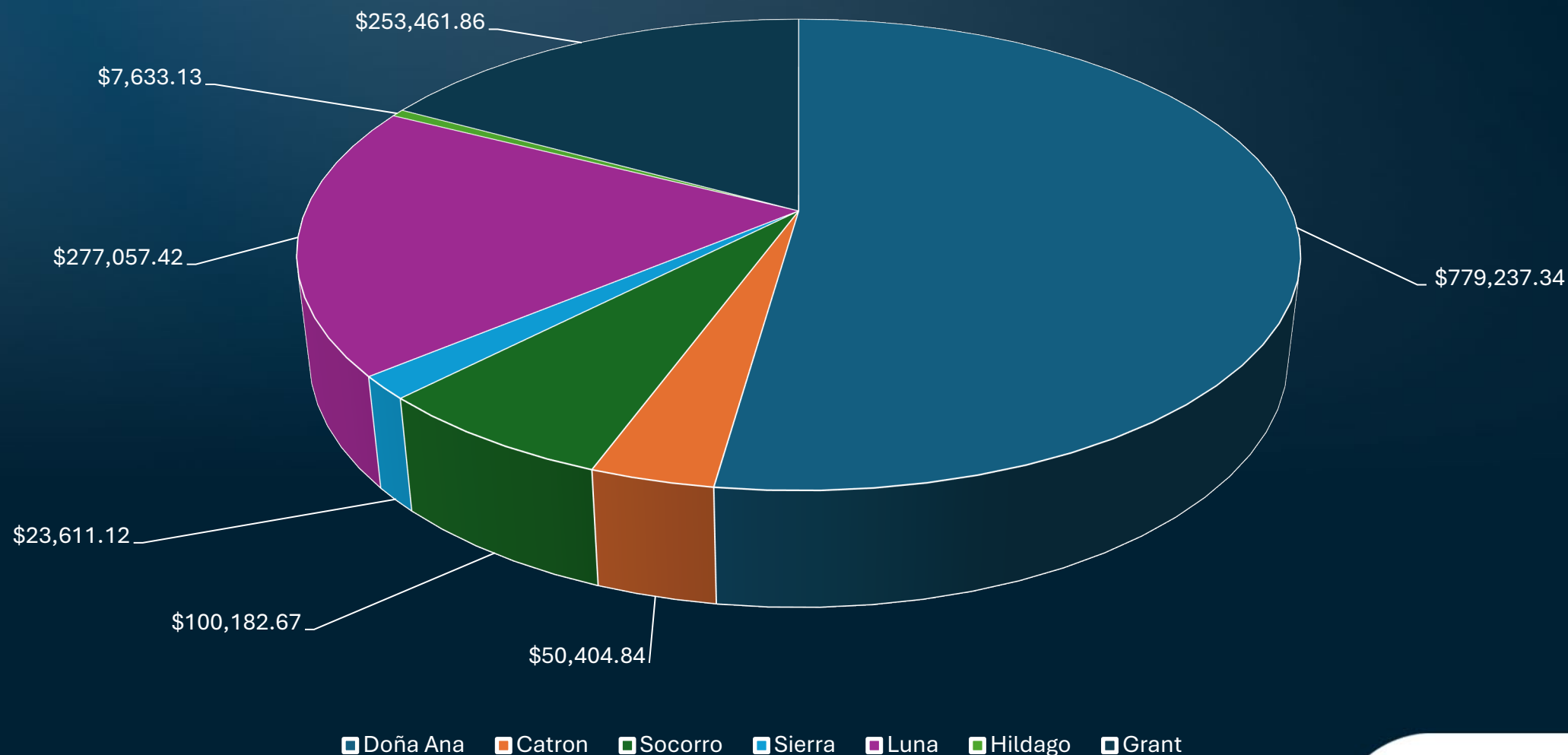
<u>All Counties</u>	<u>Doña Ana</u>	<u>Grant</u>	<u>Luna</u>	<u>Sierra</u>	<u>Hidalgo</u>	<u>Catron</u>	<u>Socorro</u>
\$ 3,287,190	\$ 756,908	\$ 260,794	\$ 271,321	\$ 20,163	\$ 5,513	\$ 50,405	\$ 262,659



# WIOA ADULT & DISLOCATED WORKER PARTICIPANT TRAINING OBLIGATIONS BY COUNTY

July 1, 2024 - June 30, 2025

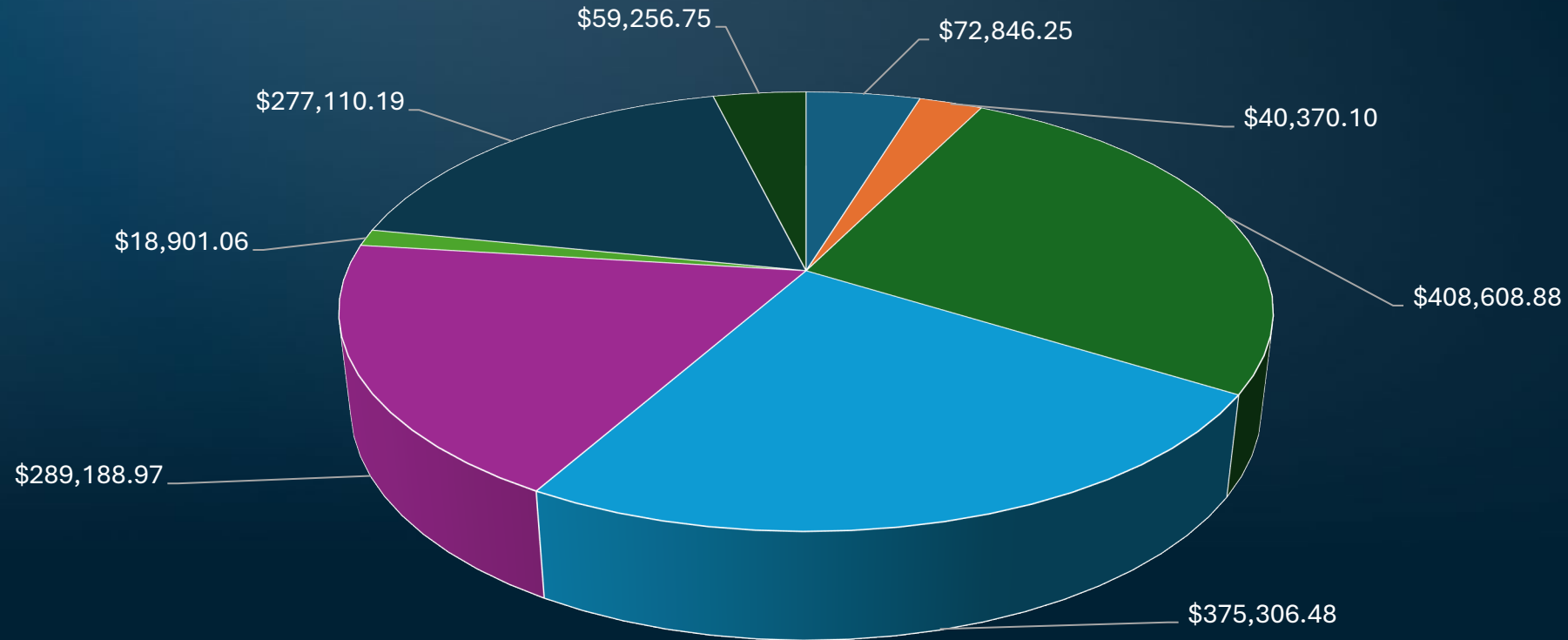
Total Obligations \$1,491,588.38



# WIOA ADULT & DISLOCATED WORKER PARTICIPANT TRAINING OBLIGATIONS BY PROGRAM

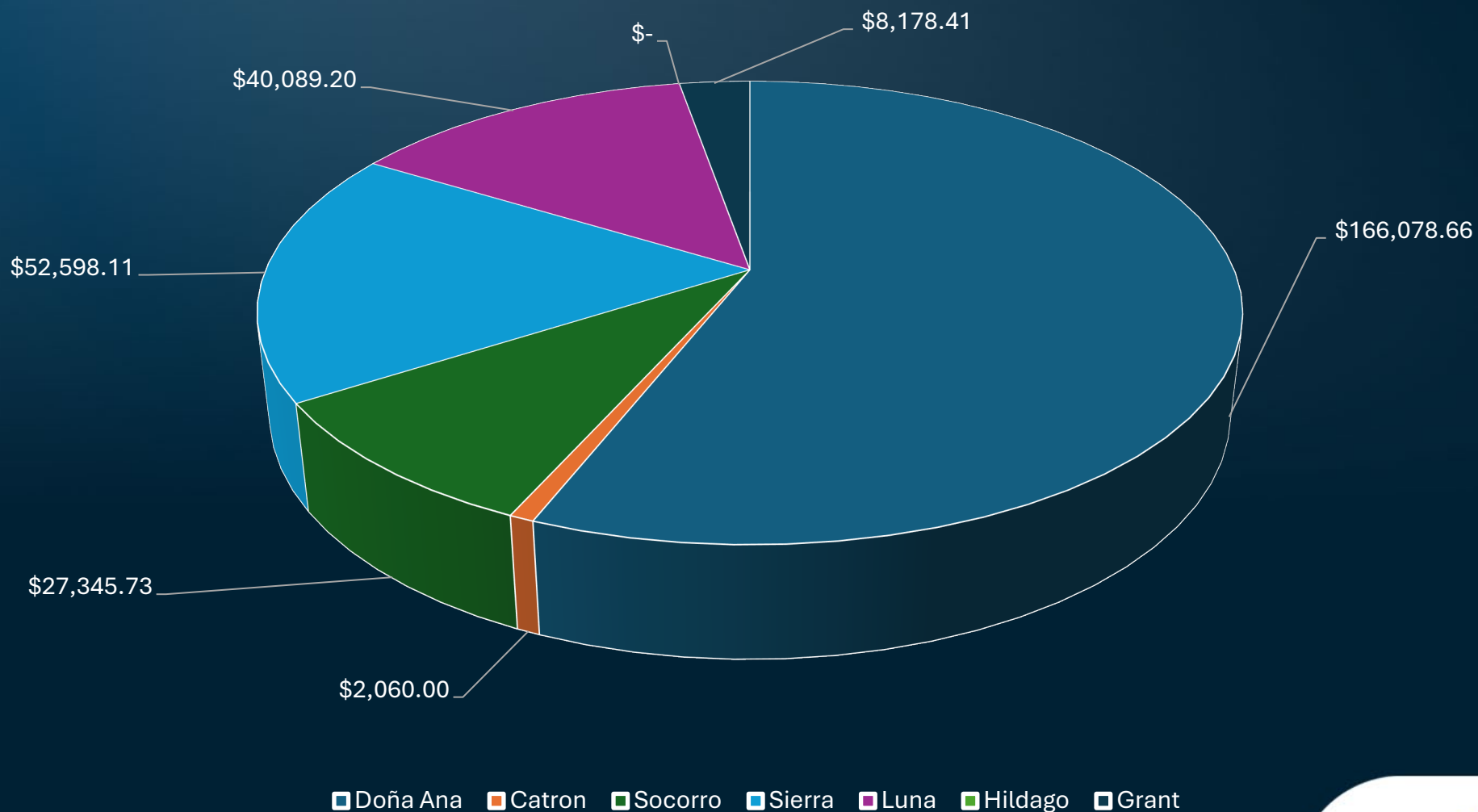
July 1, 2024 - June 30, 2025

Total Obligations \$1,491,588.68

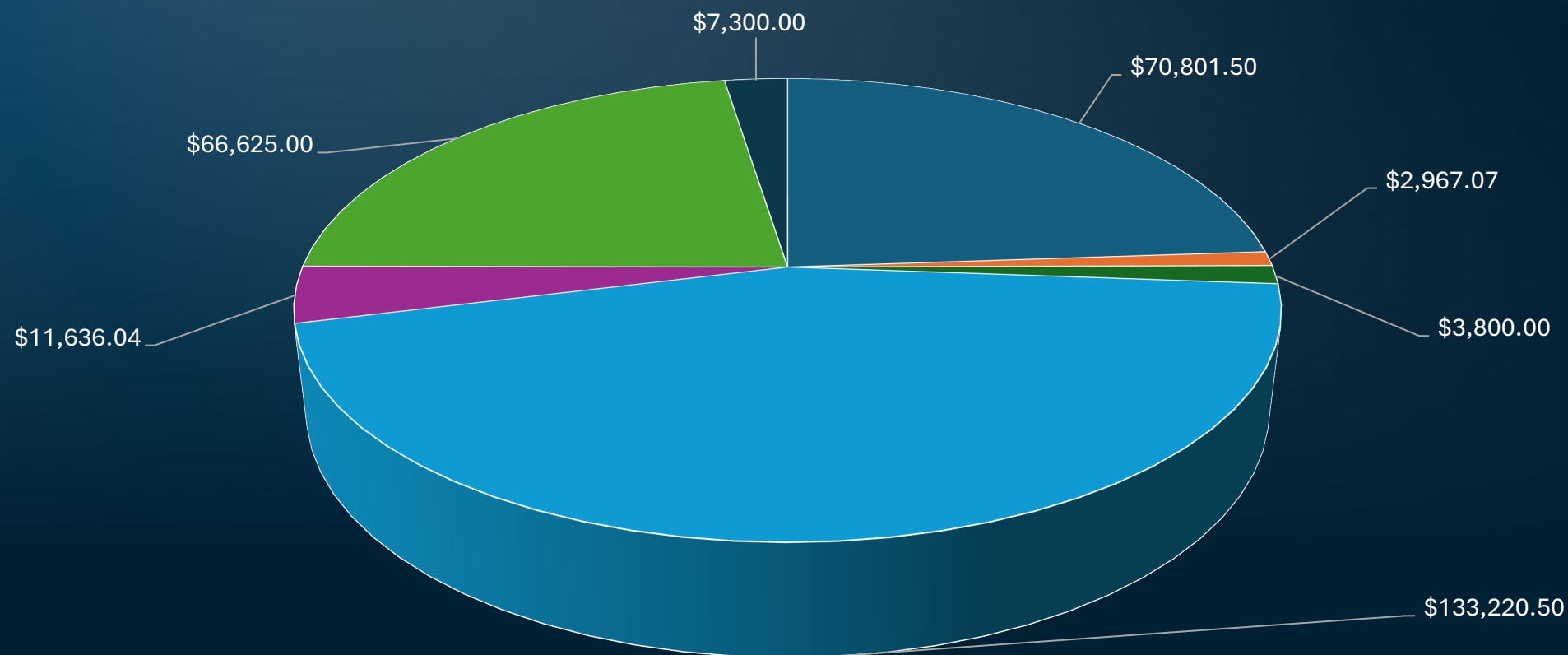


- ☐ DW Transitional Jobs (TJ)
 ☐ DW Supportive Services (SS)
 ☐ DW Individual Training Account (ITA)
- ☐ DW On-the-Job Training (OJT)
 ☐ Adult On-the-Job Training (OJT)
 ☐ Adult Supportive Services (SS)
- ☐ Adult Individual Training Account (ITA)
 ☐ Adult Incentives
 ☐ Adult Transitional Jobs (TJ)

WIOA EQUUS YOUTH  
PARTICIPANT TRAINING OBLIGATIONS BY COUNTY  
July 1, 2024 -June 30, 2025    Total Obligations \$296,350.11



WIOA EQUUS YOUTH  
PARTICIPANT OBLIGATIONS BY PROGRAM  
July 1, 2024 - June 30, 2025 Total Obligations \$296,350.11



- |  |   |  |   |
|--|---|--|---|
| <input type="checkbox"/> Youth In School Work Exp. | <input type="checkbox"/> Youth In School SS   | <input type="checkbox"/> Youth In School Incentives  | <input type="checkbox"/> Youth Out School Work Exp. |
| <input type="checkbox"/> Youth Out School SS       | <input type="checkbox"/> Youth Out School ITA | <input type="checkbox"/> Youth Out School Incentives |   |

Workforce Innovation and Opportunity Act  
Southwestern Area Workforce Development Board  
Balance Sheet October 31, 2025

	<u>WIOA</u>
<b>ASSETS:</b>	
Cash and cash equivalents	\$ 189,703
Accounts Receivable-Grants	383,286
Total assets	<u>\$ 572,990</u>
<b>LIABILITIES AND FUND BALANCE:</b>	
Accounts payable	\$ 572,990
Deferred Revenue	-
Total liabilities	<u>572,990</u>
<b>Fund Balance</b>	
Unreserved and designated for future expenditures	<u>-</u>
Total fund balance	
Total liabilities and fund balance	<u>\$ 572,990</u>



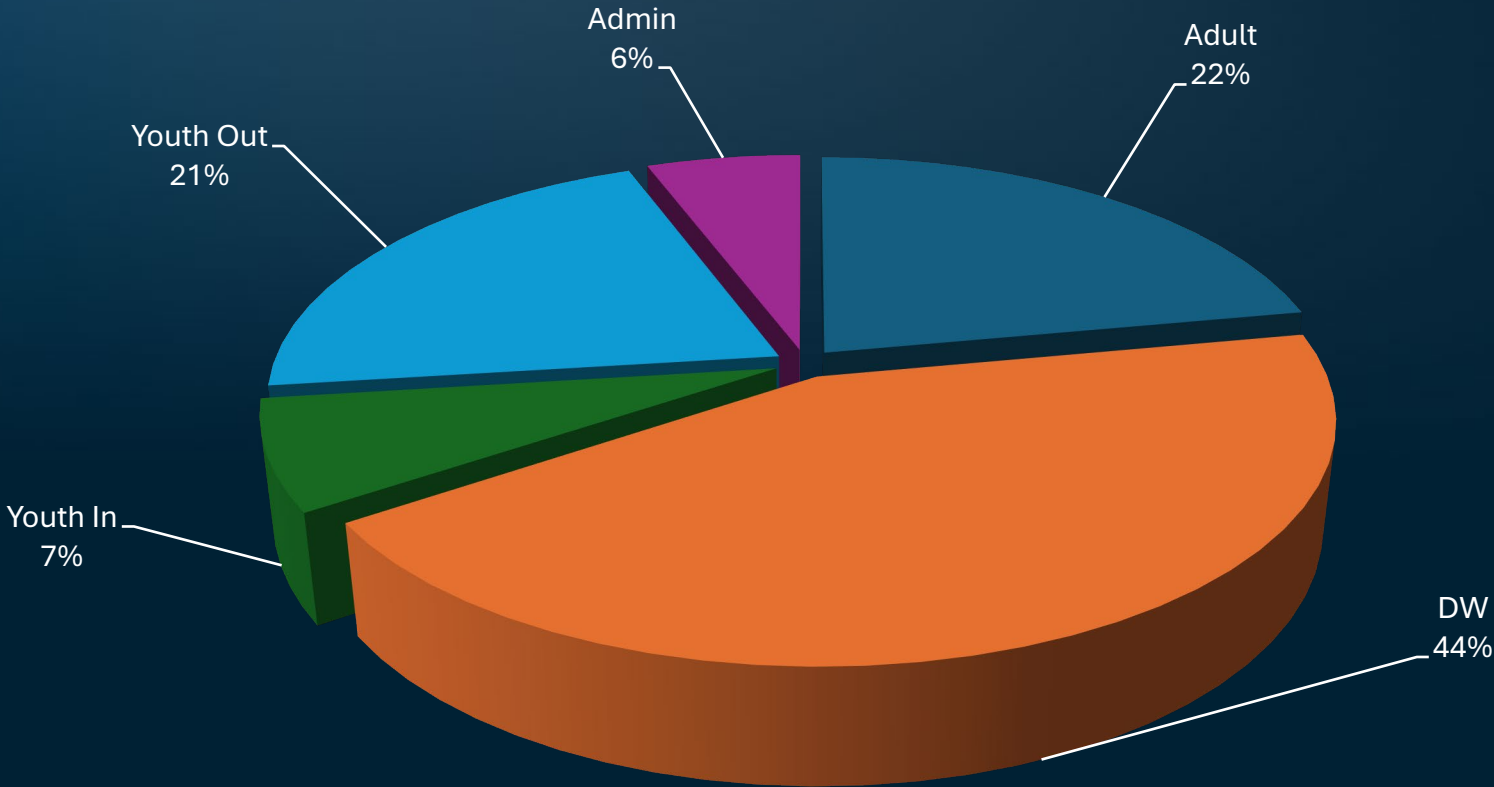
# Statement of Revenues, Expenditures, and Changes in Fund Balances – Budget (GAAP Basis) and Actual For the Fiscal Year 24-25 October 31, 2025

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
<b>Revenues:</b>			
Federal grants	\$ 5,584,901	841,885	4,743,016
<b>Expenditures:</b>			
Employment services:			
Program Year 25/Fiscal Year 26			
Adult	936,664	139,247	797,417
Dislocated Worker	1,701,444		1,701,444
Youth	1,223,463		1,223,463
Administration	429,063		429,063
Program Year 24/Fiscal Year 25			
Adult	46,751	46,751	-
Dislocated Worker	575,419	366,772	208,647
Youth	451,756	240,329	211,427
Administration	220,341	48,786	171,555
			-
Total general governmental	<u>5,584,901</u>	<u>841,885</u>	<u>4,743,016</u>
Excess (deficiency) of revenues over expenditures	-	-	-
Fund balance, beginning of year	<u>-</u>	<u>-</u>	<u>-</u>
Fund balance, end of year	\$ <u>-</u>	<u>-</u>	<u>-</u>



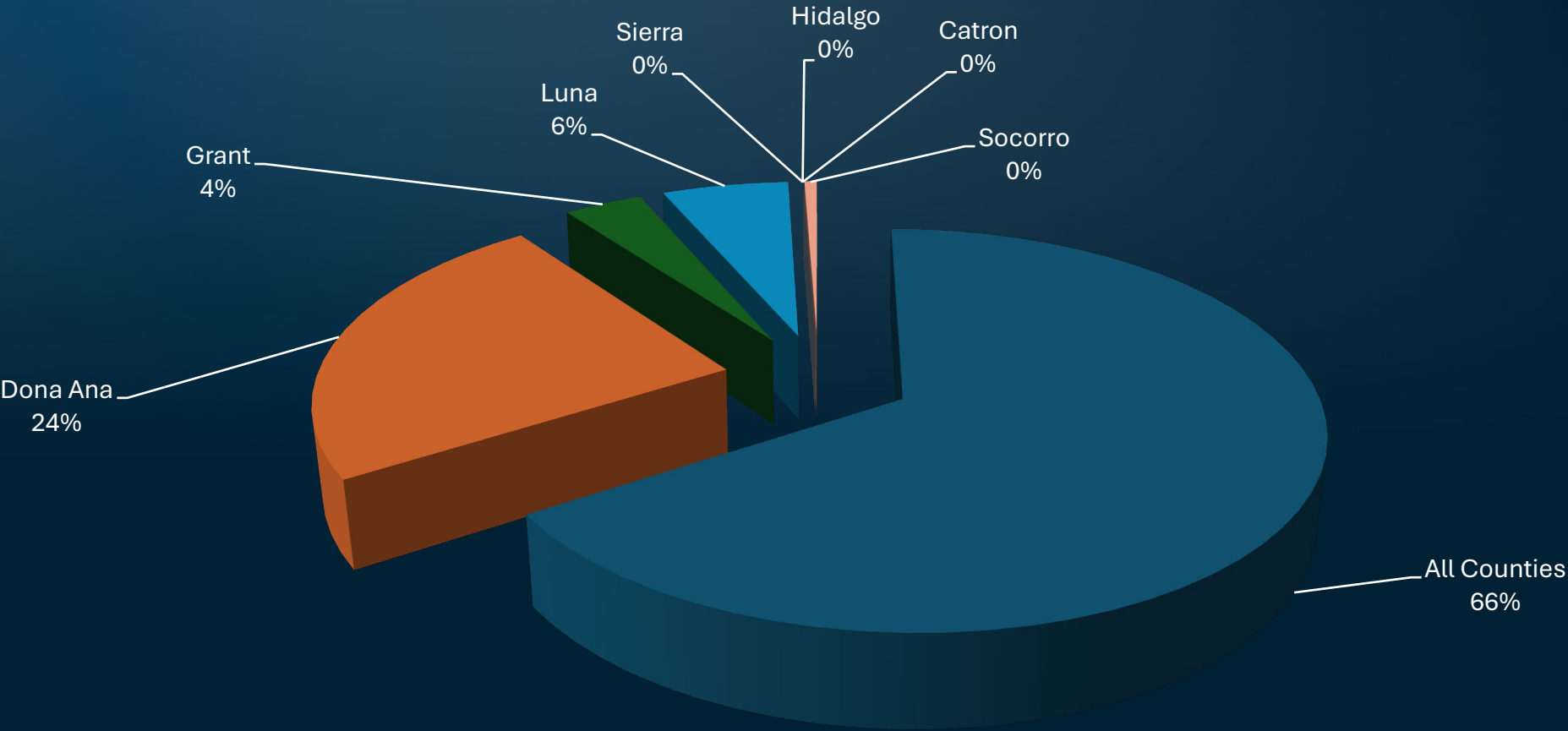
# Expenditures by Fund – October 31, 2025

<u>Adult</u>	<u>DW</u>	<u>Youth In</u>	<u>Youth Out</u>	<u>Admin</u>
\$ 185,998	\$ 366,772	\$ 62,037	\$ 178,292	\$ 48,786



# Expenditures by County – October 31, 2025

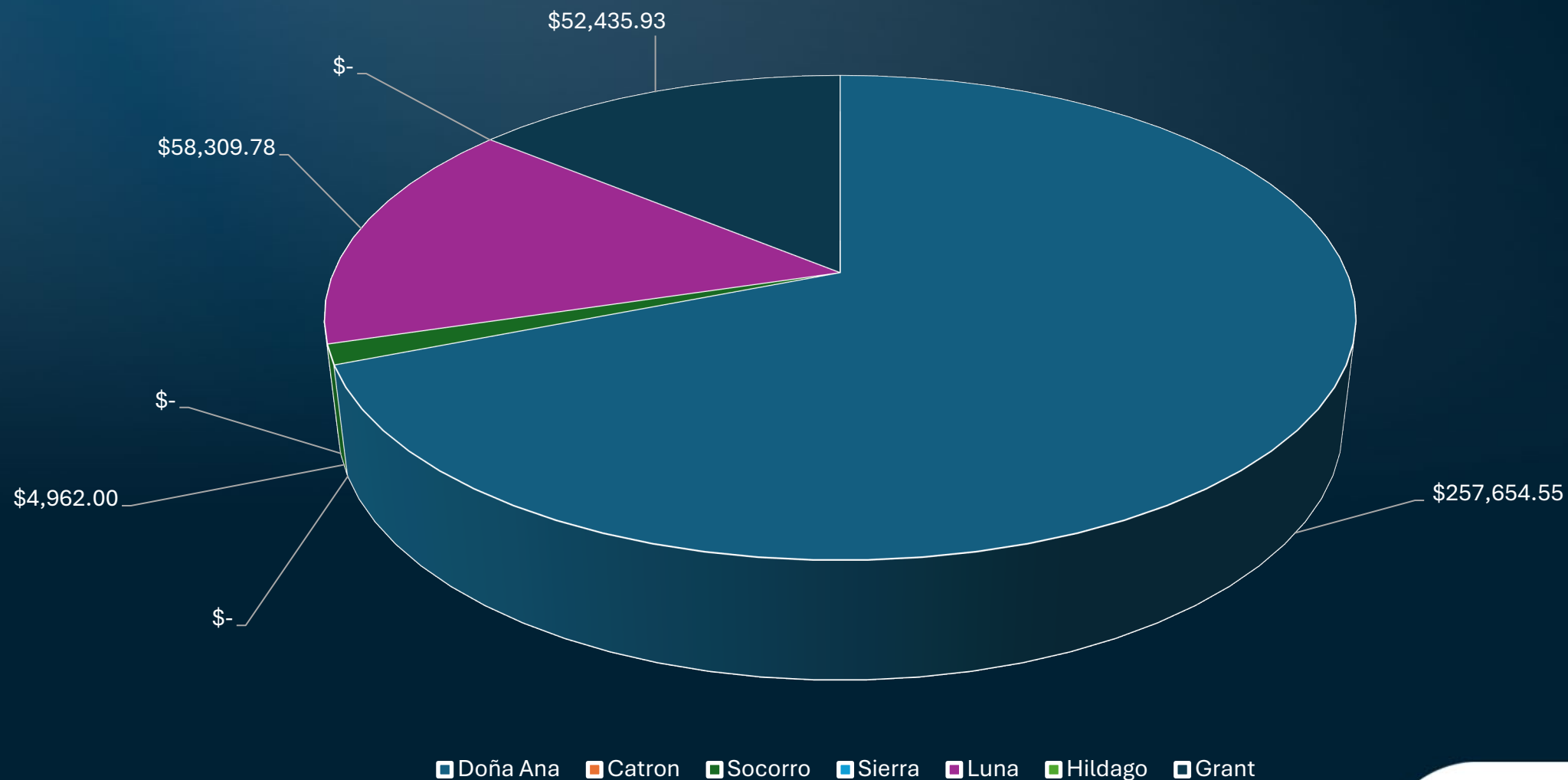
<u>All Counties</u>	<u>Doña Ana</u>	<u>Grant</u>	<u>Luna</u>	<u>Sierra</u>	<u>Hidalgo</u>	<u>Catron</u>	<u>Socorro</u>
\$ 555,229	\$ 201,244	\$ 30,844	\$ 49,606	\$ -	\$ -	\$ -	\$ 4,962



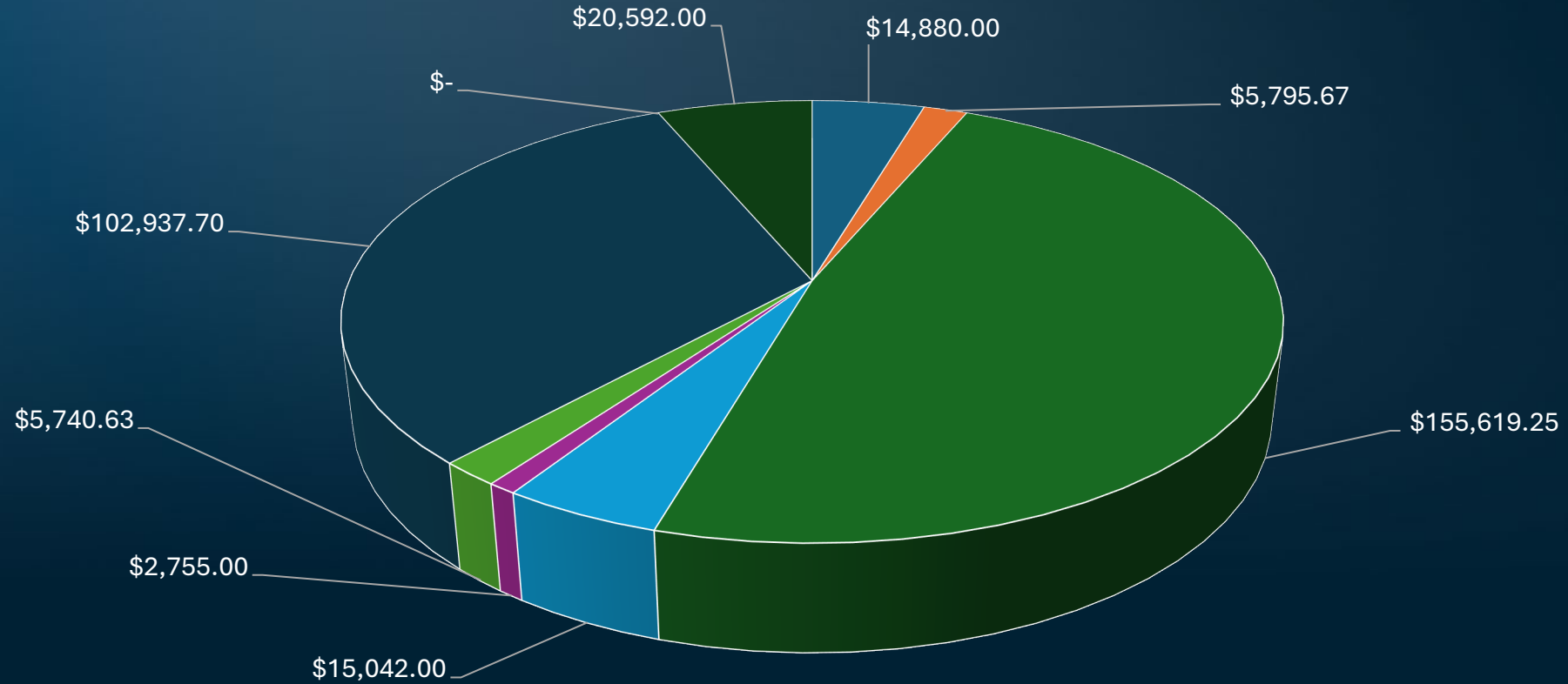
# WIOA ADULT & DISLOCATED WORKER PARTICIPANT TRAINING OBLIGATIONS BY COUNTY

July 1, 2025 - October 31, 2025

Total Obligations \$373,362.25

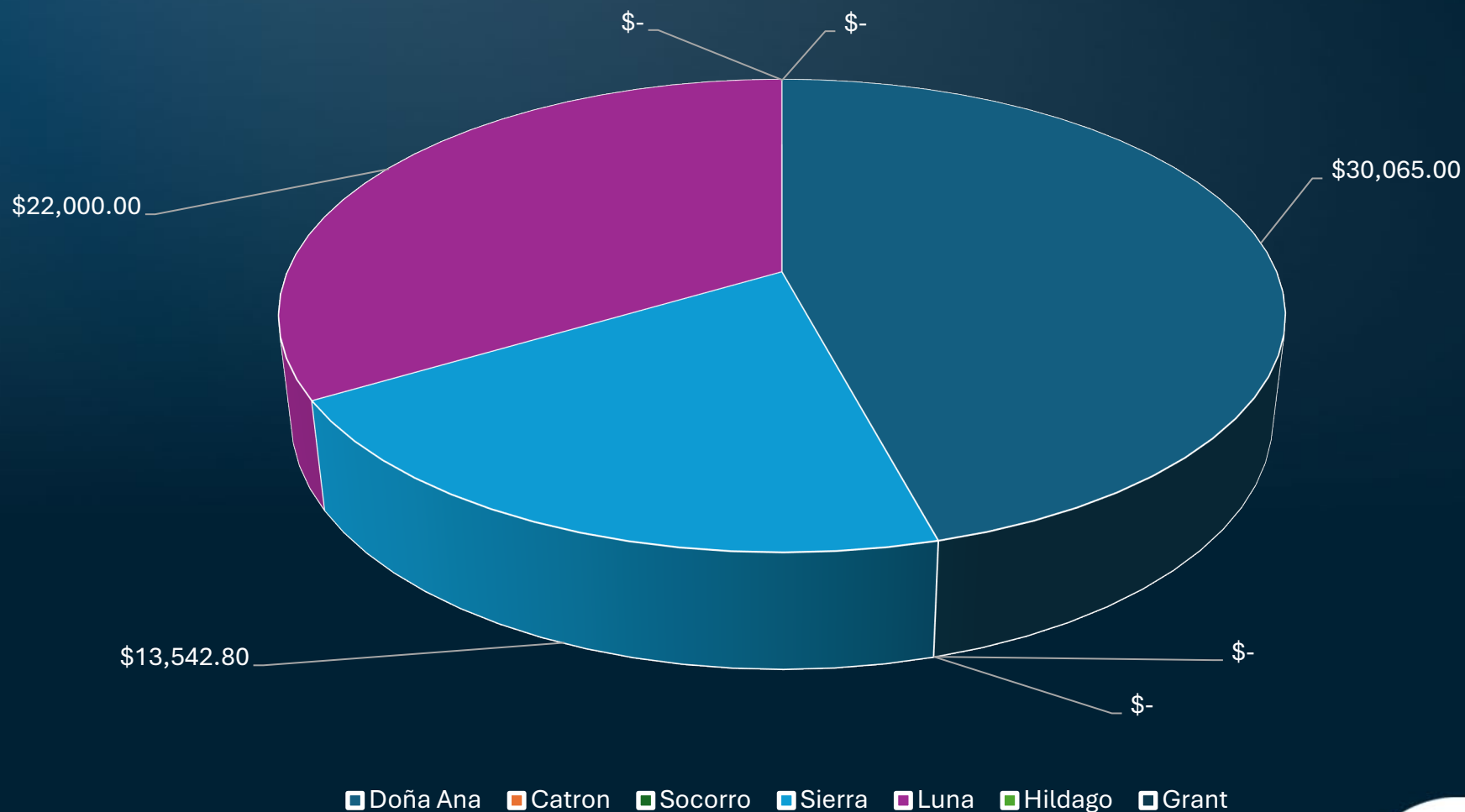


WIOA ADULT & DISLOCATED WORKER  
PARTICIPANT TRAINING OBLIGATIONS BY PROGRAM  
July 1, 2025 - October 31, 2025      Total Obligations \$323,362.25

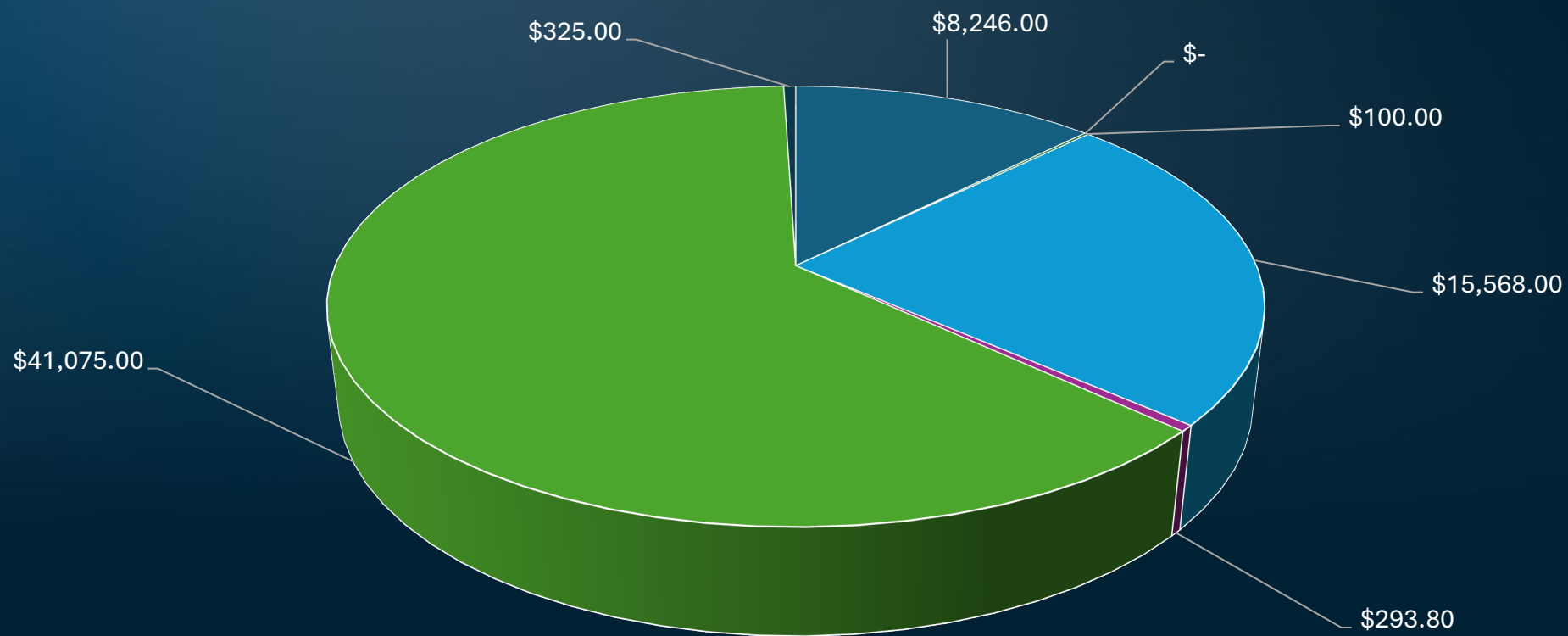


- |   |                                   |  |
|---|-----------------------------------|--|
| ■ DW Transitional Jobs (TJ)               | ■ DW Supportive Services (SS)     | ■ DW Individual Training Account (ITA) |
| ■ DW On-the-Job Training (OJT)            | ■ Adult On-the-Job Training (OJT) | ■ Adult Supportive Services (SS)       |
| ■ Adult Individual Training Account (ITA) | ■ Adult Incentives                | ■ Adult Transitional Jobs (TJ)         |

WIOA EQUUS YOUTH  
PARTICIPANT TRAINING OBLIGATIONS BY COUNTY  
July 1, 2025 -October 31, 2025 Total Obligations \$65,607.80



WIOA EQUUS YOUTH  
PARTICIPANT OBLIGATIONS BY PROGRAM  
July 1, 2025 - October 31, 2025    Total Obligations \$65,607.80



■ Youth In School Work Exp.   ■ Youth In School SS   ■ Youth In School Incentives   ■ Youth Out School Work Exp.  
■ Youth Out School SS   ■ Youth Out School ITA   ■ Youth Out School Incentives



# ***One-Stop Operator Report***

***Giselle Palomares***

***Sarah Raney***

# One-Stop Operator Report

PY25 Q1

Presented by  
**Giselle Palomares & Sarah Raney**



PY 25 Q1  
AJC NM SW Area Data  
(DATA PROVIDED FROM NM JOBS)

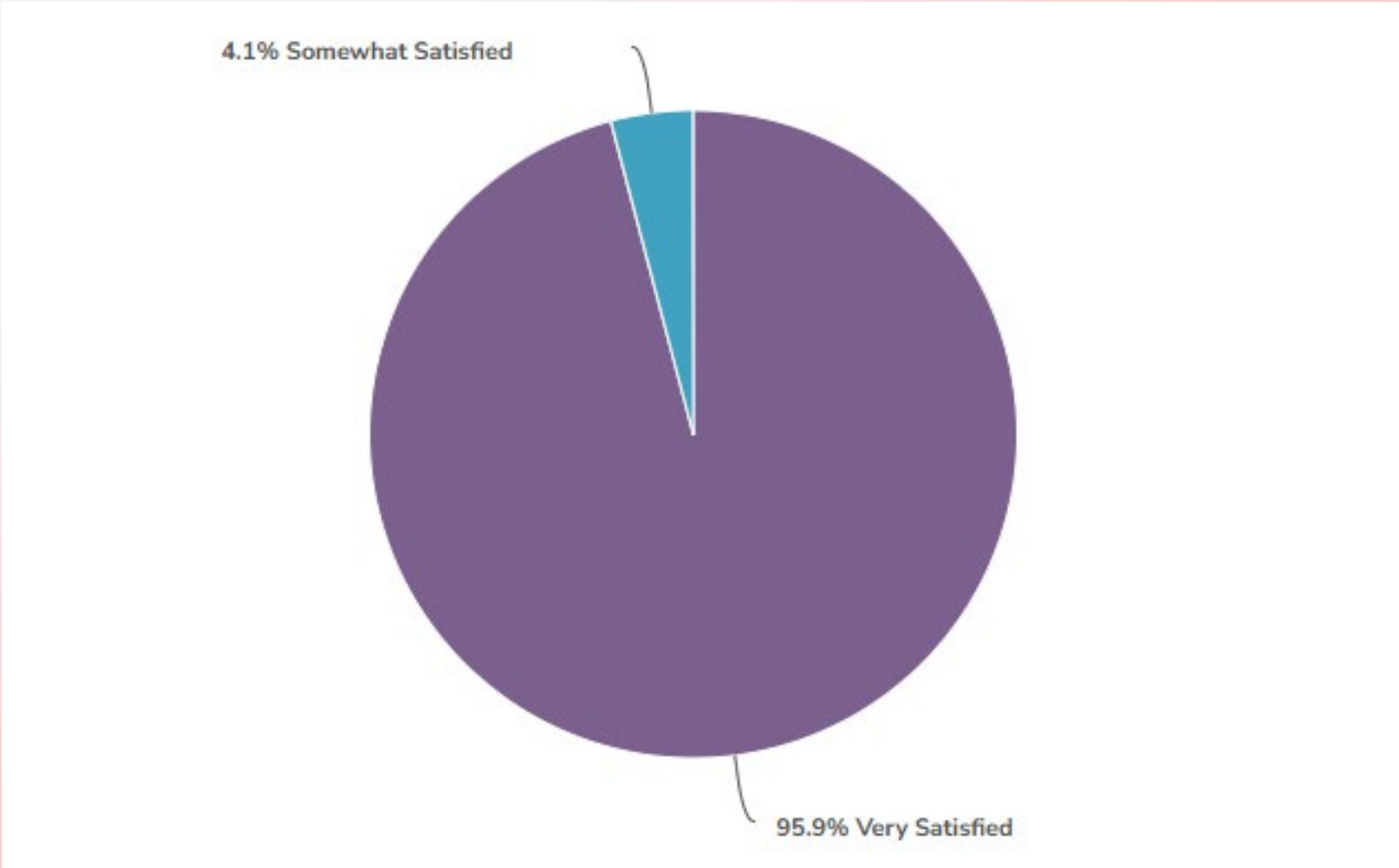
NM JOBS Newly registered individuals	1,490
Total # of referrals to WIOA (Adult/DW & Youth)	538
Total number of services provided to individuals	32,610
Total number services provided employers	1,626
Total number of job orders created	332
Total number of job referrals	871
Total number of job placements	195

PY 25 Q1  
AJC NM SW Area Foot Traffic

DEMING	2,148
LAS CRUCES	3,654
SILVER CITY	375
SOCORRO	63
SUNLAND PARK	603
TRUTH OR CONSEQUENCES	58
TOTAL	6,901

# PY 25 Q1

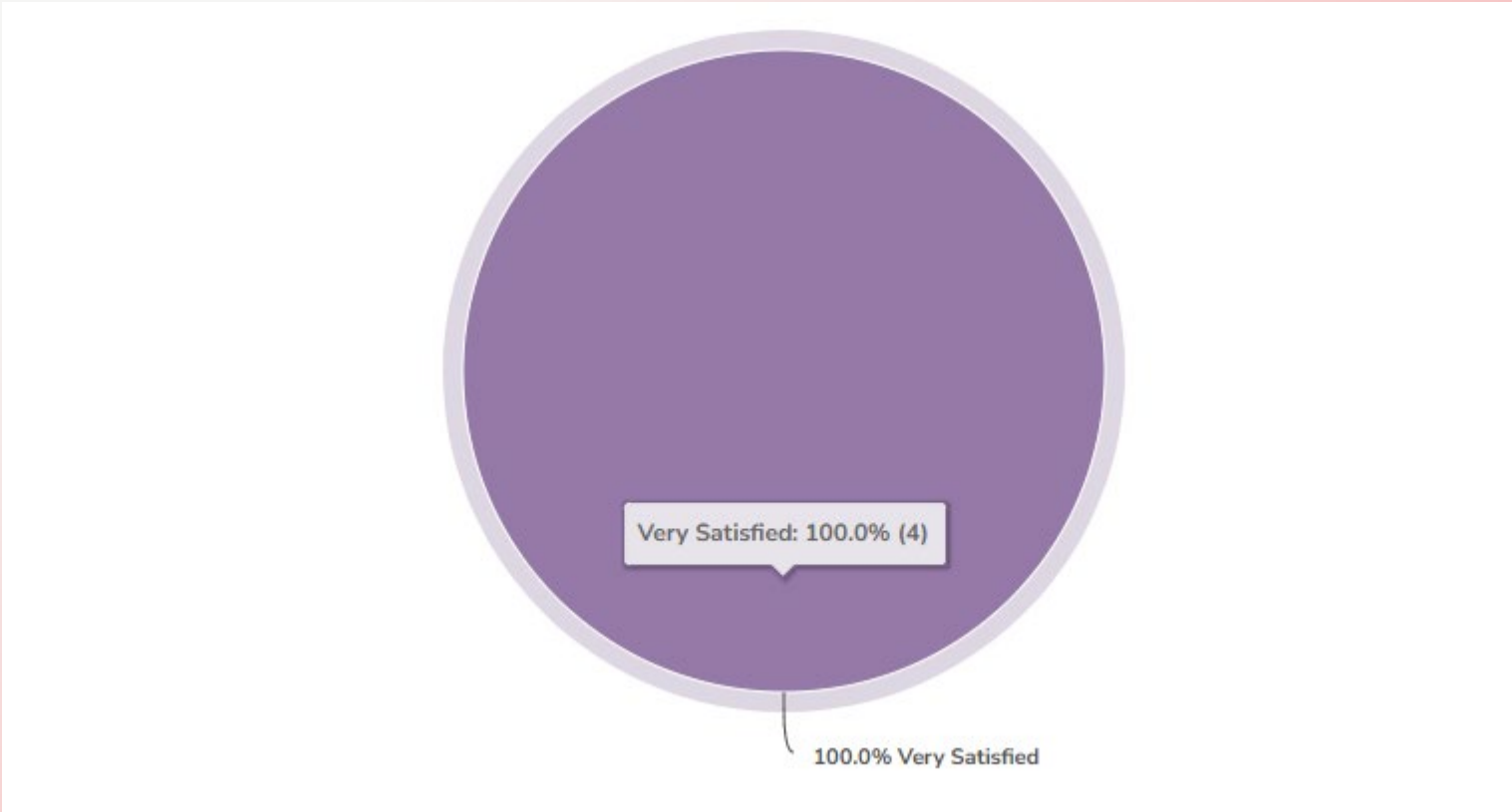
## Customer Surveys



CATRON COUNTY	0
DONA ANA COUNTY- LAS CRUCES	29
DONA ANA COUNTY- SUNLAND PARK	4
GRANT COUNTY	24
LUNA COUNTY	59
SIERRA COUNTY	5
SOCORRO COUNTY- ALAMO NAVAJO RESERVATION	0
SOCORRO COUNTY- SOCORRO	0
TOTAL	121

# PY 25 Q1

## Employer Surveys



CATRON COUNTY	0
DONA ANA COUNTY- LAS CRUCES	1
DONA ANA COUNTY- SUNLAND PARK	0
GRANT COUNTY	1
LUNA COUNTY	1
SIERRA COUNTY	1
SOCORRO COUNTY- ALAMO NAVAJO RESERVATION	0
SOCORRO COUNTY- SOCORRO	0
TOTAL	4

## SOMETHING TO RAVE ABOUT!

- “Elaine Lara has been a great help in assisting with my job search journey, she updated my resume which should help me achieve a great job opportunity. I am very thankful for this program and her help. Thank you.”
- “Ms Cano was very professional and very knowledgeable she answered all my questions”
- “Ms. Shannon Has helped me every step of the way and been patient and kind towards me overall excellent customer services and I appreciate her a lot for taking the time to assist me.”
- “I was in the WIOA Program and Maria was my case worker she always helped me reach my goals and as I graduated she still helped me the program itself is a great program and I’m thankful for it, yes I did put in the work but my case worker was behind the scene making sure I had what I needed to succeed. Maria did a fantastic job!”
- “Anahi is very professional and courteous. She is at the front of the office, and when customers come in. I still didn’t feel like she pushed me to the side, I recommend her to anyone.”

REOCCURRING EVENTS  
COH JOB READINESS FAIR  
PY25 Q1

Previous Events	Total # of Job Seekers
July 2025	10
August 2025	14
September 2025 (Mock Interview Event)	8

UPCOMING EVENTS PY25 Q2 & Q3
OCTOBER 22, 2025
NOVEMBER 12, 2025
JANUARY 14, 2025
FEBRUARY 18, 2025
MARCH 18, 2025



# OUTREACH, RECRUITMENT & RESOURCE EVENTS

Please see attached the Outreach & Recruitment spreadsheet attached to this packet. It will have all the events listed for PY25 Q1 and upcoming events for PY25 Q2-Q3.

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

# PY25 Q1 Workforce Heroes

America's **JobCenter**  
NEW MEXICO

## WORKFORCE HERO OF THE MONTH



**ALMA HERNANDEZ**  
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>

**July 2025**

America's **JobCenter**  
NEW MEXICO

## WORKFORCE HERO OF THE MONTH



**VIVIANA CANO**  
AJC DEMING

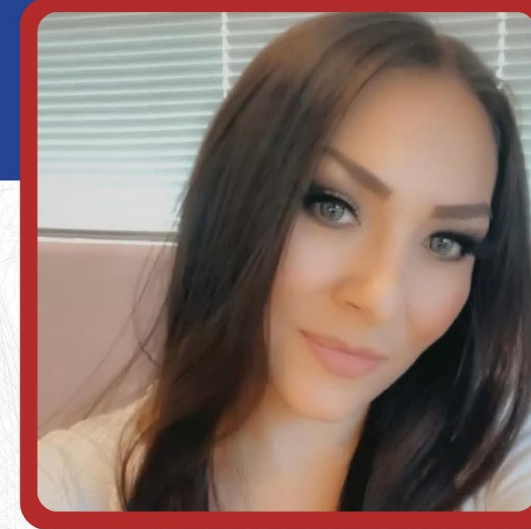
Thank you for your passion, dedication, and commitment to serving your community. Your efforts inspire us all and have not gone unnoticed.

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**August 2025**

America's **JobCenter**  
NEW MEXICO

## WORKFORCE HERO OF THE MONTH



**ASHLEY ROLLER**  
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.

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>

**September 2025**



# SW Region Partner Meeting PY25 Q1

Month	Topic	Presenter(s)
July 2025	<ul style="list-style-type: none"> <li>- Glitz</li> <li>- Cosmetology/Capstone</li> <li>- NM New</li> </ul>	<ul style="list-style-type: none"> <li>- Mary Ann Luevano</li> <li>- Victor Ortiz</li> </ul>
August 2025	<ul style="list-style-type: none"> <li>- Direct Employers Association</li> <li>- FAMCo</li> </ul>	<ul style="list-style-type: none"> <li>- Michelle Kfrefft</li> <li>- Frankie Torres</li> </ul>
September 2025	<ul style="list-style-type: none"> <li>- Luminous Mind, LLC</li> <li>- Western NM Adult Education Program</li> </ul>	<ul style="list-style-type: none"> <li>- Cynthia Rosales</li> <li>- Carolina Worsham Esquerra</li> </ul>

# Partner Cross Trainings PY25 Q1

Month	Topic	Presenter(s)
August 2025	- Presentation Cross Training	- Devon DeLeon, DWS Trainer
November 2025	- De-escalation Training	- Devon DeLeon, DWS Trainer

# OSO PROJECTS

Task	Purpose
All-Staff Training	The OSO team is actively working with Adult Education, Board members, and WIOA partners to plan a comprehensive All-Staff Meeting and Training for PY25 Q3.
Staff Directory/Partner Referral Guide	We're collaborating with both co-located and core partners to develop a Staff Directory and Partner Referral Guide that will be shared with all staff to support stronger communication and referrals.
SW Area Access Points	The OSO team will be visiting access points in Grant and Hidalgo Counties to assess current setups and identify opportunities to enhance services for those communities.

# *Thank you*

————— For your attention

Giselle Palomares, One-Stop Operator

[giselle.palomares@equusworks.com](mailto:giselle.palomares@equusworks.com)

575-528-8636

Sarah Raney, One-Stop Coordinator

[sarah.raney@equusworks.com](mailto:sarah.raney@equusworks.com)

505-485-9148



# *DWS Updates*



# *Member Input*



# *Next Meeting*

*Thursday,  
February 12, 2026,  
at 10:00 a.m.*

# PY25 Calendar - SAWDB

<b>JULY</b> S M T W T F S  1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	<b>AUGUST</b> S M T W T F S   1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	<b>SEPTEMBER</b> S M T W T F S  1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30
<b>OCTOBER</b> S M T W T F S  1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	<b>NOVEMBER</b> S M T W T F S   1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	<b>DECEMBER</b> S M T W T F S  1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31
<b>JANUARY</b> S M T W T F S  1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	<b>FEBRUARY</b> S M T W T F S  1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28	<b>MARCH</b> S M T W T F S  1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31
<b>APRIL</b> S M T W T F S  1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	<b>MAY</b> S M T W T F S   1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	<b>JUNE</b> S M T W T F S  1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30





***Meeting Adjourned***

***Thank You for  
Attending***

***Have a great day!***



# ***Glossary***

## ***WIOA Titles***

## ***Service Providers***

## ***Acronyms***



## *WIOA Titles*

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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

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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

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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

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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*

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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