

**SHARED GOVERNANCE AGREEMENT**  
between  
**THIRTEEN TRIBAL NATIONS**  
and the  
**NINETEEN TRIBAL NATIONS WORKFORCE DEVELOPMENT BOARD**

The agreement is by and between the Thirteen Tribal Nations as Chief Elected Officials and the Nineteen Tribal Nations Workforce Development Board (NTN Board).

**WHEREAS**, each of the Thirteen Tribal Nations is a Sovereign Government and has a chief elected official, called Chairman, Chairwoman, Governor, President, and hereinafter referred to as the “CEO”; and

**WHEREAS**, the CEOs are the “local grant recipients for, and shall be liable for any misuse of the grant funds” under WIOA 107(d)(12)(B)(i)(1); and

**WHEREAS**, according to the Workforce Innovation and Opportunity Act (WIOA) Public Law 113-128 there shall be established in each local area of a State, and certified by the Governor of the State, a Local Workforce Development Board, hereinafter referred to as the “LWDB”, to set policy for the portion of the statewide workforce investment system within the local area; and

**WHEREAS**, the CEOs are the appointing authority of tribal representatives for the Workforce Development Board; and

**WHEREAS**, the CEOs and the LWDB enter into an agreement describing the respective roles and responsibilities of the parties under P.L. 113-128 and as required by the Governor for approval of the local plan; and

**WHEREAS**, the parties desire to enter into an agreement to provide and perform obligations of the Workforce Innovation and Opportunity Act to the eligible residents of the Nineteen Tribal Nations Workforce Development Area (13 individual Tribal Nations);

**NOW THEREFORE IT IS MUTUALLY AGREED:**

**I. Purpose**

The purpose of the Agreement is to define the roles and responsibilities of the CEOs/Designee and the NTN Workforce Development Board, describe the functions of required roles to provide workforce development activities, and establish the agreement between the CEOs and the NTN Workforce Development Board, as the NTN Board is performing more than one role. (20 CFR 679.430)

**II. Effective Date, Term and Termination**

A. This Agreement shall be effective upon signature of all parties.

- B. This Agreement shall terminate upon the earliest occurrence of any of the following:
  - 1. The NTN Workforce Development Board is dissolved;
  - 2. The funding from the State or U.S. Department of Labor is discontinued; or
  - 3. Termination pursuant to the provisions of this Agreement.

### III. Definitions

For the purposes of this agreement, the following terms shall each have the meaning set forth below:

- A. **Administrative Entity** -The Designee responsible for the administrative oversight and functions of the NTN Board. The NTN Board has selected the Board's Special Operations Committee (SOC) to serve in this role (See section XIII).
- B. **Chief Elected Officials (CEOs)** - The chief elected executive officers of separate, Tribal governments that compose the NTN local area: individually called Chairman, Chairwoman, Governor, President; referred to collectively as CEOs.
- C. **CEOs/Designee** – As the Nineteen Tribal Nations Workforce Development Local Area is composed of Thirteen Tribal Nations, and the Tribal CEOs have signatory authority to sign contracts and enter into agreements related to the Workforce Innovation and Opportunity Act of 2014 (WIOA), per State Workforce Policy # 1, Article III., Section A.1., certain authority and responsibilities are delegated to the NTN Board. (See Section VI)
- D. **Core Partners** – The primary partners in the workforce development system, also referred to as: Adult, Dislocated Worker, and Youth Services (Title I); Adult Education Services (Title II); Wagner-Peyser Act (Title III); and Vocational Rehabilitation Services (Title IV).
- E. **Fiscal Agent** – The Designee responsible for performing accounting and funds management of the WIOA grant subawards, at the direction of the NTN Board, in the local workforce development area. (See Section XI).
- F. **Grant Recipient** - The CEOs are the receiver of WIOA funds to be allocated for the adult, dislocated worker, and youth, employment and training activities.
- G. **Local Workforce Development Area (LWDA)** – Nineteen Tribal Nations as designated by the Governor.
- H. **Local Workforce Development Board (LWDB)** - as defined by 20 CFR 679.310; means the Nineteen Tribal Nations Workforce Development Board (NTN Board).
- I. **One Stop Operator (OSO)** - The entity that coordinates the service delivery of required one stop partners and service providers as specified in WIOA. The One-Stop Operator may also be the direct service provider, but may not develop, manage, or conduct the competition of a service provider for which it intends to compete.
- J. **Special Operations Committee (SOC)** – The SOC acts as the NTN LWDA's Administrative Entity for the purposes of this agreement.

- K. **Subaward** – An award of federal funds to a subrecipient, as designated by the CEOs, per [2 CFR 200.330 \(a\)](#) and [2 CFR 200.92](#). Each Tribe within the NTN LWDA is designated as a subrecipient and receives a subaward from the State of Arizona as the pass-through entity.
- L. **Sub-Recipient** – A designated recipient of a portion of federal grant funds, as designated by the CEOs of the NTN LWDA and agreed to by the State. Each NTN Tribe is a sub-recipient of WIOA funds, in accordance with WIOA Section 107(d)(12)(B)(i), [2 CFR 200.330 \(a\)](#), and State Workforce Policy # 1, Article III. Section A. 1-3.
- M. **Vacancy Appointment** - A nominee selected to serve the remaining term of a vacant position on the NTN Board.
- N. **Vacancy Date** - The date the CEOs approve the resignation or termination of a NTN Board member.
- O. **Workforce Arizona Council (WAC)**– A council of business and community leaders, appointed by the Governor or local elected officials, who are responsible for advising and assisting the Governor in carrying out the WIOA.
- P. **WIOA** - Workforce Innovation and Opportunity Act of 2014, as amended.
- Q. **Youth Services Provider** - A provider of services to youth as specified in WIOA.

#### IV. Amendments

- A. Any amendment or change to this Agreement shall be in writing and signed by all Parties.
- B. Any amendment or notice shall be maintained for review by the Arizona Department of Economic Security and/or the Workforce Arizona Council.
- C. Any amendment to the NTN Bylaws may be made by a majority vote of the NTN Workforce Development Board. Such amendments will be communicated to the Tribal CEOs for comment and recommendations for a period of 30 days. Recommendations made by any CEO will be reviewed by the NTN Board Chair and the Special Operations Committee. Any revisions will be presented to the full Board for consideration. In the absence of any input from Tribal CEOs, the amendment to the bylaws will be made effective.

#### V. Notices of Election/Leadership Change

- A change of leadership of the NTN Board and the CEOs/Designee does not constitute an amendment of this agreement, but Parties shall provide notification of leadership changes as follows:
- A. Notice of an election of a new NTN Board Chair, as evidenced within the minutes of the NTN Board meeting, shall be provided to the CEOs within five business days from the election.
  - B. Notice of an election of any new CEO shall be communicated via memo from the Board Member representing the respective Tribe to the NTN Executive Director within five business days of the election.
  - C. The NTN Executive Director will in turn provide notification of receipt of said memo regarding the CEO's election to the NTN Board via memo within five business days.

## **VI. Responsibilities of CEOs/Designee and Delegated Functions**

The CEOs/Designee serves as grant recipient for WIOA funds and designates the Fiscal Agent to perform accounting and funds management for WIOA funds at the direction of the NTN Board (WIOA Section 107(d)(12)(B)).

- A. The CEOs/Designee are the final contract signatory after following all federal, state, local and NTN Board policies.
- B. The CEOs/Designee assumes financial liability for any grant funds determined to be misused or unallowable even when alternate grant subrecipient or fiscal agents are appointed (WIOA Section 107(d)(12)(B)(i)(II)).
- C. The CEOs appoint members of the NTN Board (WIOA Section 107(c)(1)) in accordance with the criteria established by the Governor in partnership with the State Board (WIOA Section 107(b)(1)).
- D. The CEOs approve all significant actions of the NTN Board, and delegate the NTN Board to select youth, adult, dislocated worker providers, and the One Stop Operator, and the NTN Board's approval/execution of the One Stop System Partner Memorandum of Understanding Agreement.
- E. Authority and responsibilities delegated to the NTN Board include:
  1. Write and approve policies
  2. Prepare and approve the local board budget
  3. Select the Fiscal Agent and execute the formal agreement
  4. Generate a Request for Proposal (RFP) for the One-Stop Operator. Ensure a competitive procurement by appointing an Evaluation Committee that will evaluate all proposals received and then make a recommendation to the full board. The full board will select the operator and execute the formal agreement.
  5. Hire Executive Director, staff and consultants
  6. Negotiate and reach agreement on local performance measures with the State of Arizona Department of Economic Security.
  6. Approve other documents that do not commit an individual tribe to a financial obligation.
  7. The department responsible for the direct provision of services cannot manage the LWDB member nomination process or conduct other management responsibilities delegated under WIOA to the Chief Elected Official.

## **VII. Local Board Membership**

The NTN Board membership shall consist of no more than twenty-five (25) members with a majority of those members being from the business community. Within 30 days of a NTN Board member's resignation or unscheduled vacancy, the NTN Board Executive Director shall notify the Board Chairperson and the respective CEO(s) of the current and upcoming vacancy(s).

- A. **Terms-** Appointments shall be for a fixed term of two years. Members may serve for unlimited consecutive two-year terms. Any member appointed as a

Core Partner shall continue to serve until the agency/organization that appointed him/her identifies a replacement. Membership terms shall be staggered to ensure only a portion of the membership terms expire in any given year. The term of a member shall expire on the last day of June of the member's second year, unless the member is reappointed for a second two-year term. Members appointed to fill a vacancy shall serve until the expiration of the term of the vacant seat with the option to serve additional full two-year terms, thereafter.

**B. Nomination and Appointment Process**

- i. Tribal CEOs receive a customized nomination form with a list of their individual Tribe's in-demand industry sectors from the NTN Board Chairperson;
- ii. Tribal CEOs are asked to distribute the nomination forms to organizations within those sectors, at their discretion;
- iii. The nomination forms are filled out by the organizations/businesses and returned directly to the Tribal CEOs;
- iv. Tribal CEOs determine that nominees have optimum policy-making or hiring authority and/or the letter of appointment includes documentation of qualifications.
- v. The Tribal CEOs then appoint one board member from among the received nominations.
- vi. The appointment form is signed by the Tribal CEOs.
- vii. For non-tribal appointments, the nominating organization submits a document or letter signed by the chief executive officer to identify the individual to be nominated, and
- viii. The letter will acknowledge the nominee's optimum policy making or hiring authority; and
- ix. The letter includes documentation of curriculum vitae, resume, or work history supporting the qualifications of the nominee.

**C. Mid-term appointment-** NTN Board members replacing out-going members mid-term will serve the remainder of the vacancy with the option to serve additional two-year terms, thereafter.

**D. Vacancies-** To remain in compliance with the State's local governance policy, NTN Board vacancies must be filled within 120 days of the term expiration or unexpected vacancy. Reappointments must also be made within 120 days of the term expiration.

In the event a vacancy cannot be filled within 120 days, the CEOs/Designee must request a waiver in writing to the Director of the State Workforce Development Board with an explanation of why a vacancy was not filled in the 120-day timeframe and a description of the process underway to fill the vacancy. The CEOs/Designee must maintain written approval of the waiver request by the Director of the State Workforce Development Board and will

be monitored according to the process outlined in their approved waiver request.

- E. **Election of Officers-** Chairperson and Vice Chairperson are elected to two-year terms, per the NTN Bylaws, Section XIII. A.
- i. At the last board meeting of the program year in May, the board shall elect or re-elect officers to serve for two (2) years (July through June). Elections will be in odd-numbered years.
  - ii. The chairperson must be a tribal appointee to the board and a business representative, per WIOA Section 107(b)(3).
  - iii. A majority vote of the members present and voting shall be required for election to office.
  - iv. Nominations and elections for chairperson and vice chairperson shall be two (2) separate actions.
  - v. Nominees must be present when nominated and accept/decline the nomination or submit their acceptance in writing to the Executive Director before the beginning of nominations.
  - vi. Nominations shall be received from the floor, and voting shall be by secret ballot. Nominations do not require a second.
  - vii. If there is only one (1) nominee for an office, an acclamation vote may be received.
  - viii. If there are three (3) or more nominees for an office and a nominee does not receive a majority vote on the first ballot, a runoff election shall be declared between the two (2) nominees receiving the highest number of votes on the first ballot. The runoff election shall take place immediately following the first balloting.
- F. **Removal-** Per NTN Bylaws, Section XV., NTN Board members may be removed for cause. In cases where NTN Board members no longer hold the position or status used for eligibility of their appointment, the Tribal CEOs should remove such NTN Board members immediately upon notification of such change in status. In addition, the Tribal CEO is authorized to remove NTN Board members if the following occurs: documented violation of conflict of interest, failure to meet LWDB representation requirements defined in WIOA, or documented proof of malfeasance, fraud, or abuse. In instances of a determination of any such violations, the Tribal CEO will be notified by the NTN Board, and a review by the Board Chair and Tribal CEO will be determined to establish just cause and a process for removal from the NTN Board.
- G. **Resignations-** NTN Board members may resign at any time by written notice to the NTN Board Chairperson or Executive Director.
- H. **Compensation-** All board officers, board members and committee members shall serve without compensation, except for reimbursement for travel, lodging, and meal expenses in accordance with current and applicable NTNWDB Policies, per NTN Bylaws, Section XXV.
- I. **Composition-** The members of the NTN Board must meet the requirements of WIOA Sec. 107(b)(2); 20 CFR 679.320; State Workforce Policy # 1, Sections

X. and XI.; and the composition requirements outlined in the NTN Board Bylaws Article IX., Section A.

### **VIII. NTN Board Roles and Responsibilities**

In accordance with WIOA Sec. 107(d), 20 CFR 679.370, and State Workforce Policy #1, the following subsections A and B define the shared and non-shared roles between the Parties.

#### **A. Non-Shared Roles and Responsibilities**

The following non-shared roles represent activities conducted at the sole direction of the NTN Board.

##### **1. Labor Market Analysis (MIS Task Force)**

- a. The NTN Local Plan describes Labor Market Information for each Tribe, based upon data from the American Community Survey and the Bureau of Labor Statistics.
- b. The One Stop Center staff provide relevant LMI information to organizations and job seekers concerning the development, implementation, and selection career pathways. The One Stop Center also provides guidance to the NTN Board on Career Pathways and their connection with LMI.
- c. The MIS Task Force discusses relevant LMI and its importance to job seekers and organizations on Tribal lands.

##### **2. Convening, Brokering, and Leveraging (Full NTN Board)**

- a. The NTN Board is a consortium of Thirteen Tribal Nations: Cocopah Indian Tribe, Colorado River Indian Tribes, Fort Mojave Indian Tribe, Gila River Indian Community, Hopi Tribe, Hualapai Tribe, Pascua Yaqui Tribe, Quechan Indian Tribe, Salt River Pima-Maricopa Indian Community, San Carlos Apache Tribe, Tohono O’odham Nation, White Mountain Apache Tribe, and Yavapai Apache Nation. The NTN has existed as a board convening the Tribes, their programs, services, and partners, since 1983.
- b. The NTN Board convenes Tribal WIOA Directors and partners quarterly and provides technical assistance, resource sharing and brokers collaborative meetings and trainings to align the workforce system partners.
- c. The NTN Board leverages Tribal resources to support job seekers: services such as healthcare and housing, GED tutoring and testing, youth summer camps and year-round support for youth services vary by Tribe.
- d. The NTN Board maintains its responsibilities relative to youth activities under youth formula funds. No youth committee is in place for the NTN; at its regular Board meetings, the NTN Board

receives updates on youth programming occurring through individual Tribal One-Stop and affiliate centers.

**3. Employer Engagement (Full NTN Board)**

- a. The NTN Board provides support to Board Members, Directors, and staff at least twice each year by offering one- or two-day training sessions and an annual conference. These trainings and conferences include topics such as customer-centric design of services and employer engagement.
- b. The Dislocated Worker Manager and Coordinator contact employers on reservation lands and report their activities to the NTN Board quarterly.
- c. NTN Board Members whose Tribes are located within or near metropolitan areas are also members of their local Chambers of Commerce, and these Board Members report on their activities at quarterly NTN Board Meetings.

**4. Career Pathways (OSO Committee)**

- a. The One Stop Center received a five-year grant to develop Career Pathways, and that learning process is regularly shared with the NTN Board.
- b. The Gila River Indian Community currently has multiple Career Pathways developed and implemented. Career Pathways were developed with stakeholder support: businesses and educators were engaged in the development, implementation, engagement, and support of job seekers' along the pathways.
- c. Representatives of secondary and postsecondary education programs are involved in the development and implementation of career pathways within the local area.

**5. Proven and Promising Practices (Full NTN Board)**

- a. The Tohono O'odham Nation began a pilot program for youth to engage in STEM-based learning by attending a summer program at the University of Arizona. Participants in the program stayed in dormitory housing, worked on environmental/resource projects, and learned career and work readiness skills.
- b. San Carlos Apache Tribe developed a transportation system in partnership with TANF to support Tribal members in general, and job seekers specifically, with their transportation needs throughout the Reservation.
- c. Pascua Yaqui Tribe uses "wrap around" case management for job seekers, and has worked in partnership with the Tribal Fire Department to develop a Career Pathways program to meet their succession planning needs.



- d. Efforts to promote proven and promising strategies and initiatives for meeting the needs of employers, workers, and job seekers will continue.

**6. Technology (Full NTN Board)**

- a. As an area of Thirteen Tribal Nations, the NTN Board understands that different Tribes have access to different resources: technological resources are no different. However, some Tribes have begun to explore the possibilities of expanding internet access, including wi-fi internet service.
- b. There are no infrastructure costs in the tribal WIOA Offices.

**7. Coordination with Education Providers (Administrative Entity: SOC)**

As detailed in the Local Workforce Development Area Plan, and part of the procurement process for the Arizona Department of Education Adult Education Services, the NTN Board reviews competitive applications for Adult Basic Education subcontracted services and provides comments regarding how the application aligns with the Local Workforce Development Area Plan. The feedback provided is used by the Arizona Department of Education Adult Education Services during the evaluation of the application. Representatives of secondary and postsecondary education programs are involved in the development and implementation of career pathways within the local area.

**8. Accessibility for Individuals with Disabilities (OSO Committee)**

- a. The One Stop Operator is charged with ensuring that all facilities, technology, and services, employment placements and outreach materials are compliant with the Americans with Disabilities Act (ADA) and Equal Opportunity (EO) guidelines.
- b. Job Center and affiliate center staff will make every reasonable effort to meet the need of any individual identifying an accommodation for participation or accessibility. Further, Job Center and affiliate center staff will make reasonable changes to an activity so that participants can understand and participate.
- c. The NTN Workforce Development Board assesses, on an annual basis, the physical and programmatic accessibility of the Gila River One-Stop center in the local area, in accordance with WIOA sec. 188.

**9. Eligible Providers of Training Services (Full NTN Board)**

- a. The NTN Board establishes criteria for determining the eligibility of providers of training services to receive WIOA funds.
- b. Training services are provided in a manner that maximizes consumer choice in the selection of an eligible provider of such services.

- c. Priority consideration is given to training programs that lead to recognized postsecondary credentials, that are aligned with in-demand industry sectors and occupations in each of the participating Tribes.
- d. Each Tribe makes available the list of eligible providers of training services, known as the State Eligible Training Provider List (ETPL) and in accordance with WIOA section 122(d).
- e. Coordinates activities with education and training providers in the local area.

**10. ARIZONA@WORK Job Center Certification**

The NTN Board certifies all ARIZONA@WORK NTN comprehensive and affiliate job centers every three (3) years in accordance with 20 CFR 678.800 and State Workforce Policy #6.

The NTN Workforce Development Board maintains responsibility for the Certification of the Gila River One-Stop Career Center, in accordance with 20 CFR § 678.800 and State Workforce Policy #6 (Certification of ARIZONA@WORK Job Centers).

- 11.** Physical and electronic access is limited only to the functions assigned to the specific role; e.g., direct service provider staff will not have access to the financial system.

**B. Shared Roles and Responsibilities**

The following shared roles represent activities conducted at the direction of the NTN Board and in partnership with the CEOs.

**1. Local Workforce Development Area Policies (Administrative Entity: SOC)**

In partnership with the CEOs, the NTN Board has designated the Administrative Entity, the Special Operations Committee (SOC), to develop NTN LWDA policies. Policies must be approved by a majority of the NTN Board and its members.

Consistent with 20 CFR 679.310 (b) and State Workforce Policy # 1, Article IV. A. 2. g. these policies shall also be consistent with state policies. The NTN Board directs the SOC to:

- a. Create local board policies to provide strategic workforce direction and guidance in the LWDA.
- b. In coordination with workforce system partners and service providers, review proposed policies, develop new major policies, and approve major policies that affect the priorities for service, service target levels and limitations, and allocation of resources.
- c. Create policies that are aligned with serving the WIOA priority populations and those with barriers to employment.
- d. Keep an electronic record of all approved NTN Board policies and ensure distribution to all Parties affected.

- e. Publish approved policies to the ARIZONA@WORK NTN website.

**2. Local Workforce Development Area Plan (NTN Full Board)**

In partnership with the CEOs, the NTN Board and its staff shall develop the Local Workforce Development Area Plan (local plan) for the LWDA with local workforce development system stakeholders every four years and with a two-year revision.

- a. The Local Plan shall be consistent with:
  - 1. WIOA Section 108;
  - 2. State Unified Plan; and
  - 3. The CEOs' strategic priorities, including, but not limited to, economic development, regionalism, and priority populations.
    - I. The CEOs' Designee shall provide local plan feedback to the NTN Board Executive Director.
    - II. NTN Board shall vote and approve the local plan prior to its final submittal to the CEOs/Designee.
    - III. NTN Board shall submit the finalized local plan to the State only after receiving the approval of the CEOs/Designee.
    - IV. The NTN Board shall follow the prescribed process in this section for all substantive (non-technical) local plan amendments.
- b. The One-Stop Operator may not convene system stakeholders to assist in the development of the local plan, or prepare and submit local plans.

**3. Program Oversight**

The NTN Board in partnership with the Tribal CEOs or their representative on the board will conduct program oversight responsibilities as outlined in WIOA Secs. 134(c) and (d) for adult and dislocated worker employment and training activities and WIOA Sec. 129(c) for youth workforce investment activities.

The NTN Board delegates program oversight responsibility to the NTN Program Operations Coordinator.

The NTN Program Operations Coordinator will present reports at the quarterly local board meetings on performance outcomes, and at other times requested by the board.

Program Directors will be asked to provide the board with copies of program monitoring reports.

The NTN Board Chair/Designee will provide the CEOs with system and program oversight updates.

The NTN Workforce Development Board will ensure the appropriate use and management of the funds to maximize performance outcomes.

**4. Performance Accountability Measures**

The CEOs have delegated the authority/responsibility to the NTN Board to negotiate and reach agreement on local performance measures with the State of Arizona Department of Economic Security.

When the measures are approved, the information will be distributed to the CEOs and Program Directors.

**5. Selection of One Stop Operators and Providers**

The NTN Board selects the One Stop Operator (OSO) through a competitive procurement process, and may terminate the OSO for cause, per 20 CFR 679.370(l) and 2 CFR 200.

As subrecipients in accordance with WIOA Section 107(d)(12)(B)(i)(II) and [2 CFR 200.330 \(a\)](#), each Tribe selects their respective adult, dislocated worker, and youth services providers, also in accordance with 20 CFR 679.379(l) and 2 CFR 200.

In partnership with the CEOs, the NTN Board shall maximize performance outcomes by ensuring sufficient number and types of eligible service providers who are consistent with the criteria established by the Governor and WIOA.

a. One Stop Operator (OSO) Selection

- i. The NTN Board with the assistance of its staff shall determine the scope of work for the OSO and manage the agreement.
- ii. The designation of an OSO must be approved by a majority vote of the NTN Board.
- iii. The NTN Board, with the assistance of its staff shall determine the scope of work for the Service Providers and manage their respective agreements as individual Tribes.

B. Competitive Grants

1. As directed by the NTN Board, Program Operations Coordinator, and Executive Director will prepare and

- submit applications for any competitive grant funding opportunities to expand workforce development offerings.
2. Proposed contracts with service providers for career services not provided by the OSO must be submitted to the NTN Board for approval. The individual tribe's internal policy regarding procurement will be followed to determine if the services must be competitively procured.
  3. No entity or individual that has any role in the issuance of a solicitation may compete or submit a proposal under the procurement action, including the development of requirements, drafting of the Request for Proposal (RFP) package of Invitation for Bid (IFB), evaluation of proposals/bids, and identification of the best entity.

## **II. Regional Plan (Full NTN Board)**

All Parties may collaborate with other LWDA's, as necessary. In the event the LWDA is designated to be a planning region that includes other LWDA's, the Parties shall follow the same process as for the development and approval of the Local Workforce Development Area Plan.

### **7. Memorandum of Understanding (MOU) between WIOA System Partners (Full NTN Board)**

- a. The CEOs delegate responsibility to the NTN Board develop, approve, and execute the MOU. (Section 6(D)).
- b. The MOU shall be consistent with WIOA regulations and State policies.
  - i. The MOU must be approved by a majority of the NTN Board.
  - ii. Once approved, the MOU will be forwarded to the CEOs.
  - iii. The MOU is effective only when approved and signed by the Board Chair and the Core WIOA System Partners.
  - iv. For all amendments to the fully executed MOU, the NTN Board shall follow the prescribed process in the MOU.

### **8. Annual Budget**

As stated in WIOA Section 107(d)(12) the Parties share the responsibility for the annual budget as follows

- a. Development and Submission
  - i. The NTN Board and its designated staff shall develop an annual budget for workforce activities in the LWDA and budget justification for carrying out the duties as referenced in this agreement.
  - ii. The budgeting period must be aligned with the fiscal year, which runs from July 1 through June 30.

- iii. The budget must be in accordance with all WIOA and State policies and guidelines, and Uniform Administrative Guidance.
- iv. The budget will be reviewed quarterly by the Executive Director to:
  - a. Ensure use of funds for Adult and Dislocated Workers in the One Stop System.
  - b. Ensure funds are used to maximize services.

**9. Communication of Parties (NTN Board Committee Chairs, Executive Director, Manager, and Coordinators)**

- a. The NTN Board and its staff shall prepare progress reports, including summaries of progress on the NTN Board strategic plan goals as they relate to the Local Workforce Development Area Plan and the LWDA.
- b. The NTN Board and its staff shall prepare and submit an annual report to the CEOs for review.

**IX. Administrative Entity Designee**

The NTN Board has designated the Board’s Special Operations Committee (SOC) as the Administrative Entity. The SOC shall staff the NTN Board as necessary to perform administrative and oversight duties. The SOC shall meet identified benchmarks to assist the NTN Board in effectively carrying out their functions as outlined in WIOA Section 107(d), 20 CFR 679.370, State Workforce Policy # 1, Article VI., and as described in Section VIII of this document.

**X. NTN Board Staff**

Title [20 CFR 679.400](#) describes the LWDB’s authority to hire staff and the appropriate roles for NTN Board staff as outlined in WIOA Section 107(f).

- A. NTN Board staff are independent contractors.
  - i. NTN Board staff shall be subject to the Board’s policies, procedures, and processes, including personnel policies and organization oversight.
  - ii. The NTN Board delegates personnel management responsibilities of the NTN Board staff to the SOC, and the SOC will consult with the NTN Board on staffing decisions to include an opportunity to provide performance feedback on Board staff.
- B. NTN Board staff shall not provide core, intensive, and training services or participate in the operation of the One Stop centers, including the management of personnel providing these services. NTN Board staff duties include, but are not limited to:
  - i. Implementation of policies, goals and actions of the NTN Board;
  - ii. Quarterly reports to the NTN Board on WIOA and other grant programs;
  - iii. Preparation and distribution of agendas for all NTN Board public meetings;
  - iv. Maintenance of an official NTN Board membership list, attendance records, a record of all actions of the NTN Board, and minutes of all

- public meetings, and other documents pertaining to the NTN Board, its committees and workgroups; and
- v. Supporting the NTN Board, its committees and workgroups in operating in a transparent manner, in accordance with WIOA section 107(e).

## **XI. Fiscal Agent**

The Tribal CEOs serve as local grant recipients, per WIOA Section 107(d)(12)(B)(i)(I). The Tribal CEOs designate each participating Tribe in the NTN as a subrecipient, per WIOA Section 107(d)(12)(B)(i)(II), [2 CFR 200.330 \(a\)](#), and in agreement with the State of Arizona. Therefore, the State distributes funds as subawards to each Tribe, in accordance with [2 CFR 200.330 \(a\)](#) and [2 CFR 200.92](#).

The CEOs have delegated authority to the NTN Board to select the Fiscal Agent to ensure the designation of the fiscal agent meets the guidelines required by state and local policy, and that the fiscal agent has clearly defined roles and responsibilities as per 20 CR 679.420.

The Executive Director will work with the Fiscal Agent to provide technical assistance regarding fiscal issues, and to ensure the remaining roles of the fiscal agent are fulfilled in accordance with [20 CFR 679.420 \(b\)](#):

- (1) Receive funds.
- (2) Ensure sustained fiscal integrity and accountability for expenditures of funds in accordance with Office of Management and Budget circulars, WIOA and the corresponding Federal Regulations and State policies.
- (3) Coordinate with the LWDB and Board Staff to respond to audit financial findings.
- (4) Maintain proper accounting records and adequate documentation.
- (5) Prepare financial reports.
- (6) In coordination with the LWDB, execute IGAs/Contracts with tribes for their allocation of funds.
- (7) Provide technical assistance to subrecipients regarding fiscal issues.

The Fiscal Agent may:

- (1) Conduct financial monitoring of service providers at the direction of the LWDB.
- (2) Be responsible for financial monitoring and oversight functions, or the LWDB may delegate this to another entity.

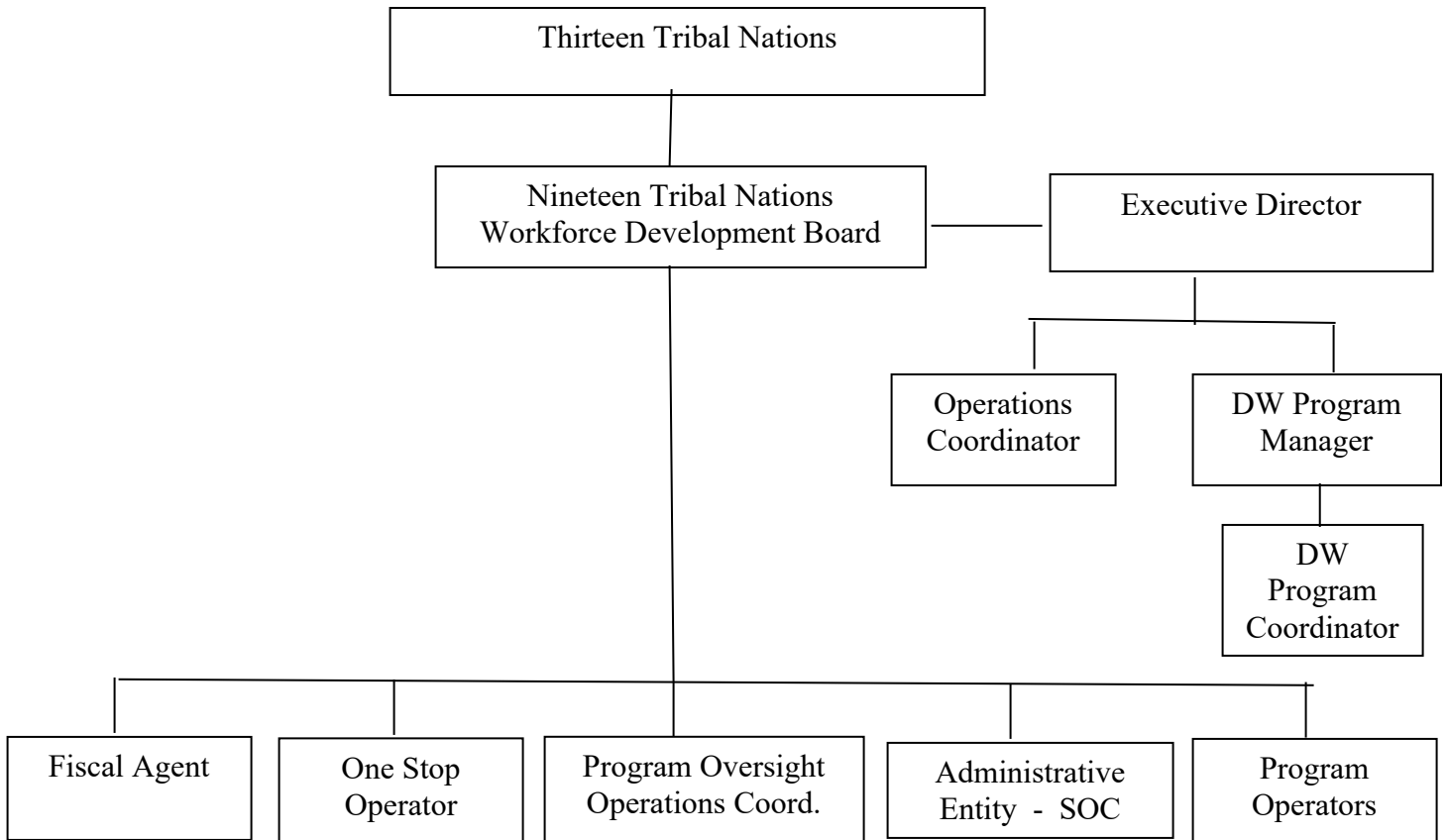
## **XII. Separation of Duties Between Governance and Operation Functions**

The NTN Board serves multiple roles to fulfill the purposes of WIOA. As a consortium, many of the roles are filled by individual Tribes. As such, the following committees have been designated, in partnership with the CEOs, to oversee different functions and to provide oversight. This organizational

structure, as depicted in Figure 1, is designed to maintain separation of the functions of operations and governance, in accordance with State Workforce Policy # 1, Article XI.I.11.

- A. PROGRAM OPERATOR: Individual tribes serve as the Program Operator for youth and adult services. Contractors hired by the board serve as Program Operator for dislocated worker program services. Technical assistance is provided by the NTN Program Operations Coordinator and the NTN Executive Director.
- B. ADMINISTRATIVE ENTITY: The Special Operations Committee (SOC) serves as the NTN's Administrative Entity. The SOC is composed of the NTN Board Chair, NTN Board Vice Chair, two Board Members appointed by the Board Chair, three WIOA Directors, and the Dislocated Worker Program Manager, and is provided technical assistance by the Executive Director. The SOC provides quarterly reports to the NTN Board.
- C. ONE STOP OPERATOR: The One-Stop Operator Committee is composed of the following Board Members: Gila River Indian Community Representative, Title II, Title III, and Title IV Representatives, and the Comprehensive One-Stop Center Manager, and is provided technical assistance by the Dislocated Worker Manager and the Executive Director. The OSO Committee is not the One Stop Operator.
- D. A person, department, or unit cannot both provide services and oversee/monitor the provision of those services.
- E. COMMITTEE SERVICE:
  - NTN Board Members must recuse themselves from voting both in committees and in full board sessions if there is a conflict of interest or the appearance of a conflict of interest. Agenda items that may require a recusal are marked with the letter "R" and discussed as potential recusal items by the Board Chair prior to the discussion of the agenda item(s).





**XIII. NOTICES**

- A. Any notice, consent or other communication (“Notice”) required or permitted under this Agreement shall be in writing and either: (1) delivered in person; (2) sent via e-mail, return receipt requested; (3) deposited with any commercial air courier or express delivery service; or (4) deposited in the United States mail, postage prepaid.

Nineteen Tribal Nations Board  
 c/o Ron Trusley, Executive Director  
 Address: 4206 S 62<sup>nd</sup> Ln  
 Phoenix AZ 85043  
 Email: rtrusley@cox.net

- B. Notice shall be deemed received: (1) at the time it is personally served; (2) on the day it is sent via e-mail; (3) on the second day after its deposit with any commercial air courier or express delivery service; or (4) five business days after the Notice is deposited in the United States mail as above provided. Any time period stated in a Notice will be computed from the time the Notice is deemed received.
- C. Notices sent by e-mail and will also be sent by regular mail to the recipient at the above address. This requirement for duplicate Notice is not intended to change the effective date of the Notice sent by e-mail.
- D. As the NTN LWDA is a regional consortium, clear communication is paramount. Therefore, notices and communication(s) concerning the NTN Board and its functions that originate from outside the NTN Board or the Thirteen Tribal Nations (i.e., communications about state policy changes, requests for reports, etc.) must be delivered solely to the NTN Board Chairperson and NTN Executive Director. The NTN Executive Director will then forward any requests to the appropriate Committee Chair(s), Board Member(s), Staff, Director(s), Manager(s), and Coordinator(s) within three (3) business days of receipt of such notices and/or requests.

#### **XIV. INFRASTRUCTURE COSTS**

The comprehensive one stop center and all affiliate centers are located in tribal-owned facilities. Titles II, III, and IV staff are not co-located in any location. Non-federal funds are used to support the cost of all centers. Therefore, there are no infrastructure costs.

Partners will:

- Support cross-program collaboration with sensitivity to roles and capacities of partners.
- Specify the various roles and responsibilities of each core partner.
- Build processes for co-enrollment of mutual customers.

Operating costs, such as overhead and administration, in the comprehensive one-stop center are covered exclusively by the Gila River Indian Community.

Core partners contribute equitable in-kind services of mutual benefit associated with fulfilling their respective areas of responsibility, such as paying contracted providers, to deliver services through the agency partners. Such funds are handled separately by the partner.

#### **XV. INTEGRATION**

This Agreement constitutes and embodies the full and complete understanding and agreement of the parties hereto and supersedes all prior understandings, agreements, discussions, proposals, bids, negotiations, communications, and correspondence, whether

oral or written. No representation, promise, inducement or statement of intention has been made by any party hereto which is not embodied in this Agreement, and no party hereto shall be bound by or liable for any statement of intention not so set forth.

## **XVI. CONFLICTS OF INTEREST**

- A. The NTN Board acknowledges that, to the best of its knowledge, information and belief, no person has been employed or retained to solicit or secure this agreement upon a promise of a commission, percentage, brokerage, or contingent fee, and that no member of the Thirteen Tribal Nations or any employee of the Tribes has any financial interest in NTN Board. For breach of violation of this warranty, the CEOs shall have the right to annul this Agreement without liability, including any such commission, percentage, brokerage or contingent fee.
- B. The CEOs reserve the right to disqualify NTN Board, or any member of the NTN Board, if the CEOs determines that the NTN Board or any of its members has an actual or apparent conflict of interest with the purposes of this Agreement.
- C. Upon a finding by the CEOs that gratuities in the form of entertainment, gifts or inducements were offered or given by the NTN Board, or any agent or representative of the NTN Board, to any officer or employee of the Tribes for the purpose of securing this Agreement, or securing favorable treatment with respect to the awarding, amending, or making of any determination with respect to the performance of this Agreement, the CEOs may, by one (1) calendar day written notice to the NTN Board, terminate the right of the NTN Board to proceed under this Agreement, provided that the existence of the facts upon which the CEOs made such finding shall be an issue and may be litigated in an Arizona court of competent jurisdiction. In the event of such termination, the CEOs shall be entitled to the same remedies against the NTN Board as could be pursued in the event of default by the NTN Board.
- D. This Agreement is subject to the requirements of Arizona Revised Statutes §38-511.

My signature signifies approval of this Shared Governance Agreement.

\_\_\_\_\_  
Sherry Cordova  
Chairwoman, Cocopah Indian Tribe

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date Signed

My signature signifies approval of this Shared Governance Agreement.

Amelia Flores  
Chairwoman, Colorado River Indian Tribes

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date Signed

My signature signifies approval of this Shared Governance Agreement.

Timothy Williams  
Chairman, Fort Mojave Indian Tribe

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date Signed

My signature signified approval of this Shared Governance Agreement.

Stephen R. Lewis  
Governor, Gila River Indian Community

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date Signed

My signature signifies approval of this Shared Governance Agreement.

Timothy Nuvangyaoma  
Chairman, The Hopi Tribe

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date Signed



My signature signifies approval of this Shared Governance Agreement.

Dr. Damon R. Clarke  
Chairman, Hualapai Tribe

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Signature

\_\_\_\_\_  
Date Signed

My signature signifies approval of this Shared Governance Agreement.

Peter Yucupicio  
Chairman, Pascua Yaqui Tribe

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Signature

\_\_\_\_\_  
Date Signed

My signature signifies approval of this Shared Governance Agreement.

Jordan D. Joaquin  
President, Quechan Indian Tribe

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date Signed

My signature signifies approval of this Shared Governance Agreement.

Martin Harvier  
President, Salt River Pima-Maricopa Indian Community

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Signature

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Date Signed

My signature signifies approval of this Shared Governance Agreement.

Terry Rambler  
Chairman, San Carlos Apache Tribe

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date Signed

My signature signifies approval of this Shared Governance Agreement.

Ned Norris Jr.  
Chairman, Tohono O'odham Nation

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Signature

\_\_\_\_\_  
Date Signed

My signature signifies approval of this Shared Governance Agreement.

Gwendena Lee-Gatewood  
Chairwoman, White Mountain Apache Tribe

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date Signed

My signature signifies approval of this Shared Governance Agreement.

\_\_\_\_\_  
Jon Huey  
Chairman, Yavapai-Apache Nation

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date Signed



My signature signifies approval of this Shared Governance Agreement.

Winifred Begay  
Chairperson, Nineteen Tribal Nations Workforce Development Board

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date Signed