



**AGREEMENT BETWEEN
NORTHEAST WORKFORCE DEVELOPMENT AREA LOCAL ELECTED OFFICIALS
AND
NORTHEAST WORKFORCE DEVELOPMENT BOARD**

This agreement entered into between the Northeast Workforce Development Area Local Elected Officials, (hereinafter “LEO”) and the Northeast Workforce Development Board (hereinafter “NEWDB”) of the Northeast Oklahoma Workforce Development Area (hereinafter “Area”) consisting of Craig, Delaware, Mayes, Nowata, Ottawa, Rogers, and Washington counties in Oklahoma is pursuant to the Workforce Innovation and Opportunity Act of 2014 (hereinafter “WIOA”) set forth in 29 U.S.C. § 3101, et. seq.

ARTICLE I: PURPOSE OF AGREEMENT

All parties to this agreement envision a workforce area that has thriving businesses, a workforce with the basic skills and education required for employment within the region. Specifically, the Area vision states:

Through collaborative efforts among the workforce system, economic development, and education, the Northeast Workforce Board serves as the driver of social and economic change in northeast Oklahoma. The Northeast Workforce Board is the convener and collaborator charged with hosting community conversations to better align workforce resources.

The Northeast Workforce Board is charged with improving the structure and delivery in the system to assist Oklahoma workers in achieving a family-sustaining wage while providing Oklahoma businesses and industry with the skilled workers they need to compete on a global level.

The purpose of the agreement is to outline the roles of each party in the planning, establishment and oversight of a comprehensive workforce development system according to WIOA and federal regulations promulgated to implement WIOA that will lead the region to this vision.

ARTICLE II: LEO MEMBERSHIP AND MEETINGS

The eligible LEOs are the three county commissioners, one from each of the following Oklahoma counties: Craig, Delaware, Mayes, Nowata, Ottawa, Rogers, and Washington.

Members can be changed for a variety of reasons. A new jurisdiction may wish to join, a new LEO might be elected which would replace the present LEO in the consortium. New members would be included as from the onset by agreeing to the Consortium Agreement in place and thereby accepting liability as stated in the agreement.

- The LEOs will meet at times as determined necessary by the Chief Local Elected Official (hereinafter “CLEO”).
- Parties shall conform with all requirements of the Oklahoma Open Meeting Act.
- A quorum for such meeting will be the number of LEOs present to conduct business

ARTICLE III: CHIEF LOCAL ELECTED OFFICIAL

For the purpose of fulfilling the Area's business, the LEOs, as defined in Article II, shall elect, by a majority of the LEO membership, a CLEO of the Area.

The NE LEOs elected Commissioner Dan Delozier of Rogers County to serve as the NE CLEO.

The CLEO shall be the designated authority to execute documents and transactions authorized by the LEOs. The LEOs have chosen to share their workforce development responsibilities by designating the CLEO to make decisions unilaterally for the body.

ARTICLE IV: CHIEF LOCAL ELECTED OFFICIAL ROLES/RESPONSIBILITIES

The CLEO's official roles/responsibilities shall include, but are not limited to the following:

- A. Calling regular and special meetings of the LEOs
- B. Chairing the meeting of the LEOs
- C. Signing the Area's documents on behalf of the LEOs
- D. Submitting the paperwork to the state for NEWDB Certification
- E. Pursuant to WIOA §107(b)(2), the CLEO shall: Appoint the members of the NEWDB for the Area. (See Article 6 of this Agreement).
- F. The NEWDB must develop a budget subject to the approval of the CLEO. The NEWDB shall develop a budget consistent with the local plan for its activities and submit the budget to the CLEO for approval.
- G. Collaborate with the other local boards and chief elected officials from such other local areas in the preparation and submission of a regional plan as described in WIOA §106 (c) (2). The regional plan must be consistent with the state plan and be approved by the Governor through the Workforce Systems Oversight Committee.
- H. Develop in collaboration with the NEWDB, the local workforce plan, which specifies the types of services that will be provided as described in WIOA § 108. The local plan must be consistent with the regional and state plan and be approved by the Governor through the Workforce Systems Oversight Committee.
- I. The local board, with agreement of the CLEO, must develop and enter into a Memorandum of Understanding (MOU) concerning the operation of the one-stop delivery system in the local area with the One-Stop Partners as described under WIOA §121. The completed MOUs shall be subject to CLEO approval and shall be reviewed and approved by the CLEO and NEWDB at scheduled meetings.
- J. Be involved in defining and establishing skill standards that will drive the Request for Proposal process and assist in determining appropriate vendors for the procurement of WIOA funded services.
- K. In collaboration with the NEWDB, designate a one-stop operator through a competitive process.



- L. In partnership with the NEWDB, the CLEO shall conduct oversight for local youth workforce investment activities authorized under section 129 (c), local employment and training activities authorized under subsections (c) and (d) of section 134, and the one-stop delivery system in the local area. Oversight must ensure the appropriate use and management of the funds provided under subtitle B for the activities and system and for workforce development activities. Oversight must also ensure the appropriate use, management, and investment of funds to maximize performance outcomes under WIOA §116. Results shall be reported to the CLEO and WDB and shall be reviewed and approved at scheduled meetings.
- M. The NEWDB, the CLEO and the Governor must negotiate the performance levels that will be applicable to the local area as described in WIOA §116 (c).

ARTICLE V: LEO ROLES/RESPONSIBILITIES

The LEO roles/responsibilities shall include, but are not limited to the following:

- A. Select the CLEO
- B. Assume liability for the Area's WIOA funds
- C. Act as the Local Grant Recipient for funds allocated to the Local Area
- D. Designate, the fiscal agent for the Area's WIOA funds
- E. Oversee the One-Stop Service Delivery system
- F. Request LWDA designation and certification
- G. Provide input to establish the bylaws of the NEWDB
- H. Other functions as outlined in Article VII: Joint LEO/NEWDB Roles/Responsibilities

ARTICLE VI: NEWDB MEMBERSHIP

A. Composition

The NEWDB is appointed by the CLEO and WIOA provides that the LEOS shall have input to establish the bylaws of the NEWDB consistent with State policy for the NEWDB membership. Upon notice of resignation or removal of a NEWDB member, the NEWDB Executive Director or the NEWDB Board Chair will notify the CLEO of a member vacancy to ensure a prompt nominee.

The NEWDB consists of at least a majority of business representatives in the local area, and when possible, including representatives from employers in the region with key industry clusters or economic sectors, both critical and emerging, and an appropriate mix of small, medium and large firms adequately representing, to the extent possible, urban, suburban and rural interests. The chair of the NEWDB must be selected from among the business representatives.

Every effort will be made to assure that the NEWDB represents the overall demographic composition of the Area. Membership will include key community and economic development leaders/opinion leaders. All other representatives should be nominated before attempting to nominate business representatives.

NEWDB

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- A. **Member Representation:** Members of the NEWDB must be individuals with *optimum policy making or hiring authority* within the organizations, agencies, or entities that they are representing. Business representatives must be owners of businesses, chief executives or operating officers, or other executives or employers with optimum policy making or hiring authority. WIOA Board members will consist, at a minimum, of the following:

WIOA Sec. 107(b) states: Membership. --

(1) State criteria. --The Governor, in partnership with the State board, shall establish criteria for use by chief elected officials in the local areas for appointment of members of the local boards in such local areas in accordance with the requirements of paragraph (2).

(2) Composition. --Such criteria shall require that, at a minimum--

(A) a majority of the members of each local board shall be representatives of business in the local area, who--

(i) are owners of businesses, chief executives or operating officers of businesses, or other business executives or employers with optimum policymaking or hiring authority;

(ii) represent businesses, including small businesses, or organizations representing businesses described in this clause, that provide employment opportunities that, at a minimum, include high-quality, work-relevant training and development in in-demand industry sectors or occupations in the local area; and

(iii) are appointed from among individuals nominated by local business organizations and business trade associations;

(B) not less than 20 percent of the members of each local board shall be representatives of the workforce within the local area, who--

(i) shall include representatives of labor organizations (for a local area in which employees are represented by labor organizations), who have been nominated by local labor federations, or (for a local area in which no employees are represented by such organizations) other representatives of employees;

(ii) shall include a representative, who shall be a member of a labor organization or a training director, from a joint labor-management

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apprenticeship program, or if no such joint program exists in the area, such a representative of an apprenticeship program in the area, if such a program exists;

(iii) may include representatives of community-based organizations that have demonstrated experience and expertise in addressing the employment needs of individuals with barriers to employment, including organizations that serve veterans or that provide or support competitive integrated employment for individuals with disabilities; and

(iv) may include representatives of organizations that have demonstrated experience and expertise in addressing the employment, training, or education needs of eligible youth, including representatives of organizations that serve out-of-school youth;

(C) each local board shall include representatives of entities administering education and training activities in the local area, who--

(i) shall include a representative of eligible providers administering adult education and literacy activities under title II;

(ii) shall include a representative of institutions of higher education providing workforce investment activities (including community colleges);

(iii) may include representatives of local educational agencies, and of community-based organizations with demonstrated experience and expertise in addressing the education or training needs of individuals with barriers to employment;

(D) each local board shall include representatives of governmental and economic and community development entities serving the local area, who--

(i) shall include a representative of economic and community development entities;

(ii) shall include an appropriate representative from the State employment service office under the Wagner-Peyser Act (29 U.S.C. 49 et seq.) serving the local area;

(iii) shall include an appropriate representative of the programs carried out under title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.), other than section 112 or part C of that title (29 U.S.C. 732, 741), serving



the local area;

(iv) may include representatives of agencies or entities administering programs serving the local area relating to transportation, housing, and public assistance; and

(v) may include representatives of philanthropic organizations serving the local area; and

(E) each local board may include such other individuals or representatives of entities as the chief elected official in the local area may determine to be appropriate.

B. Nomination Process

The NEWDB Executive Director acting on behalf of the LEO contacts various entities in the local area for nominations/designations to appoint members and or fill vacancies.

Business representatives are selected from among individuals nominated by local business organizations or trade associations and include owners of businesses, chief executives or operating officers of businesses, and other business executives with optimum policy-making or hiring authority. They represent businesses with employment opportunities that reflect the employment opportunities of the local area.

Regional or local educational agencies, institutions, or organizations representing such local educational entities including local school boards, entities providing vocational education, entities providing adult education and literacy activities, and post-secondary educational institutions nominate local educational representatives.

Labor representatives are selected from among individuals nominated by local labor federations, or where none exist, other representatives of employees.

Community Action Agencies will nominate the Community Services Block Grant representative. Local Housing Authorities will nominate the HUD Employment and Training representative. Nominations may be submitted by the State Title V Grantee as well as the National Grantee for the Title V Senior Community Services Employment Program. Entities that represent more than one funding stream should not have more than one representative on the NEWDB.

ARTICLE VII: JOINT CLEO/NEWDB ROLES & RESPONSIBILITIES

The following outlines some of the joint roles/responsibilities of the CLEO and NEWDB:

- A. Develop/submit the local/regional WIOA plan
- B. Conduct oversight of youth workforce investment activities, adult and dislocated worker employment and training activities under WIOA, and the entire one-stop delivery system of the local area

- C. Negotiate and reach agreement on local Performance Measures
- D. Approve the transfer of funds between WIOA Adult and Dislocated Worker funds
- E. Set policy for WIOA activities and services within the local area and consistent with State policies
- F. Develop/execute an MOU with Oklahoma Works system partners relating to the operation of the one-stop delivery system
- G. Respond to monitoring findings

ARTICLE VIII: NEWDB ROLES & RESPONSIBILITIES

The roles/responsibilities of the NEWDB include:

- A. Select the WIOA Youth, Adult and Dislocated eligible service providers
- B. Maintain the list of WIOA Adult and Dislocated Worker Eligible Training Providers
- C. Assist the Governor to develop the statewide workforce and labor market information system
- D. Coordinate WIOA activities with economic development strategies and develop employer linkages
- E. Promote private sector involvement in the statewide workforce investment system
- F. Promote business representation on the NEWDB
- G. Develop and implement strategies that meet employers and workers employment and skill needs
- H. Lead efforts to develop and implement career pathways with representatives of secondary and postsecondary education programs
- I. Use technology to leverage resources and capacity within the local workforce development system
- J. Assess, at a minimum, annually, the physical and programmatic accessibility of all Oklahoma Works centers in the local workforce development area, per 29 CFR Part 38
- K. Authority to seek additional funds for the local workforce development system from public and private sources
- L. The Workforce Development Board may also call a meeting of the LEO's

ARTICLE IX: OKLAHOMA WORKS (ONE-STOP) SYSTEM OPERATOR

Effective May 1, 2021 the NEWDB and LEO have selected the NEWDB as the WIOA One Stop system operator.

ARTICLE X FISCAL AGENT DESIGNATION

Pursuant to WIOA, the Local Elected Officials shall serve as the local grant recipient for funds allocated to the Northeast Workforce Development Board. To assist in the administration of grant funds, the Local Elected Officials may designate an entity to serve as a local fiscal agent. The entity designated by the LEOs to serve as fiscal agent for WIOA funds for the area is:

Northeast Workforce Development Board, Inc.
5238 N Highway 167
Catoosa, Ok 74015



The fiscal agent is designated in accordance with federal and state legislation governing workforce development programs. Such designation shall not relieve the Local Elected Officials of the liability for any misuse of grant funds as described in Article 6 below.

The fiscal agent shall, unless legally improper, disburse grant funds as required by the Workforce Development Board, pursuant to local and regional plans and in accord with the following jointly developed fiscal procedures.

- Accounting for WIOA funds will be performed by the fiscal agent in accordance with the State of Oklahoma procurement policies and procedures.
- The fiscal agent shall use appropriate cost allocation methodology for all of its federal and state fiscal reporting systems.
- The fiscal agent will be responsible for the general accounting functions of WIOA funds which includes the maintenance of the general ledger, revenue and expenditure accounts, payroll and account payable.
- The fiscal agent shall retain sufficient administrative funds to employ staff to perform the fiscal duties above, including fiscal monitoring of WIOA programs.
- All required fiscal reports will be prepared and sent to the CLEO after review and input by the fiscal agent.

ARTICLE XI LIABILITY

Liability pursuant to this Agreement shall be covered as follows:

- First priority – recover funds from the contractor, agent or third party incurring the liability
- Second priority – recover the funds from an insurance carrier or bond insurer
- Third priority – the fiscal agent shall repay the disallowance from its funds as permitted by law
- Fourth priority – shared by LEOs based on the proportion of their respective populations

The NEWDB shall indemnify and hold harmless the LEOs for any expenditures not made in accordance with approved contracts or approved operating budgets of the parties to this agreement. The LEOs shall be indemnified and held harmless by the WIOA Board for cash received by the WIOA Board in excess of amounts disbursed under approved contracts and budgets.

Prior to or upon execution of this agreement:

- The NEWDB shall provide the LEOs with satisfactory evidence of adequate insurance coverage including, but not limited to, general and special liability insurance, audit exception insurance and all state and federal mandated insurance
- The NEWDB shall require all subcontractors and agents to provide to the WIOA Board satisfactory evidence of insurance indemnifying the WIOA Board and the LEOs as named insured's

- Liability insurance shall be maintained at all times as directed by the LEO's, provided, however, the Consortium may procure audit liability only as is available at a reasonable financial cost
- Notice shall be given to each of the LEOs about any claim or suit filed
- Any proposed settlement of a claim or suit filed against the LEOs which exceeds liability insurance coverage limits must be approved by a majority of the members
- Any monetary liability shall be apportioned among the recipients of the funds in direct proportion to total funds allocated for the specific program for which the liability rose

The LEOs have agreed to protect themselves or be prepared for potential disallowed costs by:

- Considering the track record of the designated fiscal agent
- Fiscal agent providing satisfactory evidence of adequate insurance coverage
- Workforce Development Board requiring all subcontractors and agents to provide to the Board satisfactory evidence of insurance
- Any proposed settlement of a claim or suit filed against the LEOs which exceeds liability insurance coverage limits must be approved by a majority of the members
- Shared liability based on the proportion of their respective populations

ARTICLE XII: CONFLICT OF INTEREST

Grantees, sub-recipients, and contractors funded under WIOA must implement conflict of interest policies and procedures as stipulated in the WIOA law, Code of Federal Regulations and guidance, Office of Management and Budget (OMB) Circulars, State regulations, and State WIOA conflict of interest requirements.

Sufficient firewalls must be in place, ensuring that stewards of the programs and all those served in the programs are not only eligible and suitable but also protected from being part of the perception of impropriety, and conflict of interest.

No individual in a decision-making capacity, including NEWDB members and LEOs, shall engage in any activity, including participation in the selection, award, or administration of a sub-grant or contract supported by WIOA funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the individual, and/or a member of the individual's immediate family, the individual's partner, or an organization which employs, or is about to employ any of the above, has a financial or other interest in, the firm or organization selected for an award. The officers, employees, or agents of the agency making the award will neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements. NEWDB members and LEOs shall not participate in financial matters before their respective bodies that pertain to organizations which they represent.

A CLEO or NEWDB member shall not cast a vote on, or participate in, any decision-making capacity on the provision of services by such member (or any organization which that member directly represents), nor on any matter which would provide any direct financial benefit to that member.

Before any public discussions regarding the release of a Request for Proposal, or any matter regarding the release of funding or the provision of services, a NEWDB/LEO member or a member of a

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NEWDB/LEO committee must disclose any real, implied, apparent, or potential conflicts of interest before engaging in the discussion. The minutes of the meeting should reflect the disclosure.

Neither membership on the LEO consortium or NEWDB, nor the receipt of WIOA funds to provide training and related services shall be construed, by themselves, to violate the provision of this section.

XII: Firewalls and Internal Controls

A. Firewalls

In accordance with WIOA CFR 29 679.430, the NEWDB has defined how it will perform multiple functions within the workforce system and demonstrate internal controls to prevent conflict of interest is as follows below.

The firewalls defined below demonstrate the NEWDB compliance with the following State and Federal Regulations:

- WIOA CFR 20 679.430
- TEGL 15-16
- Relevant Office of Management and Budget (OMB) circulars
- Uniform Guidance
- State of Oklahoma Conflict of Interest Policy

B. Avoiding Conflicts of Interest

Consistent with WIOA sec. 121(d)(4)(A) and (C), the NEWDB has developed a Conflict of Interest and Firewall Policy that clarifies how the NEWDB will carry out its responsibilities while demonstrating compliance with WIOA and corresponding regulations, the Uniform Guidance, and conflict of interest policies of both the State and the organization or entity performing multiple functions.

Consistent with WIOA sec. 121(d)(4)(A), NEWDB members and staff must disclose any real or apparent conflict of interest, whether individual, or organizational. NEWDB written standards of conduct identify the process for recusal of individuals or organizations that are members of the NEWDB who disclose a real or apparent conflict of interest. Conflicts of Interest are discussed during orientation of new board members and new staff hires and may be disclosed to the Executive Director or board chair in writing at any time or during board meetings.

As specified in 20 CFR 678.610(c) and in conformity with 20 CFR 679.430 for demonstrating internal controls and preventing conflict of interest, the NEWDB written standards of conduct include a description of the use of firewalls to mitigate conflict of interest in circumstances including, but not limited to, situations where the administrative or financial entity acts in more than one role in the one-stop delivery system or performs more than one function in the procurement process, as well as situations where the non-Federal entity uses a sole source selection.

C. Separation of Duties

To the extent possible, the NEWDB segregates duties when serving in more than one role in the One

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Stop System. The NEWDB Operations Coordinator supervises staff responsible for implementing Career Services and is responsible for enrollment and expenditure approvals. NEWDB Career Service Team conducts eligibility determinations for Adult and Dislocated Worker and Youth programs; which is then reviewed by the Lead Program Manager and approved by the Operations Coordinator.

The Compliance Monitor monitors files and expenditures to ensure the integrity of financials and eligibility of participants. The Compliance Monitor does not approve eligibility or approve expenditures.

The Fiscal Officer is responsible for financial integrity and grants management.

The One-Stop Operator provides operational oversight for all Comprehensive and Satellite American Job Centers. The NEWDB has detailed the firewalls and conflict of Interest in the One Stop Operator Conflict of Interest Agreement.

Article XI: NEWDB CAREER SERVICES

The NEWDB has launched the Career Service Pilot Project that will expand capacity to serve job seekers and businesses. The Career Service Pilot Project will focus on services to WIOA eligible Adults/DLW and Youth, targeting our most vulnerable populations including justice involved, veterans, high school drop outs, foster youth and individuals in poverty.

The Operation's Coordinator coordinates the provision of career services and under the direction of the NEWDB, is responsible for providing the following WIOA Title 1 services in the American Job Centers in the NEWDB service area.

- Basic Career Services
- Individualized Career Services
- Follow-up Services

NEWDB Career Services Performance Benchmarks

- NEWDB Career Services will contribute to meeting the Negotiated Measures established by OOWD for PY 22.
- Clients enrolled by NEWDB Career Service Team will contribute to the minimum spending requirements (20% and 40%).
- NEWDB Career Services will have no disallowed costs.
- NEWDB Career Services will focus increasing enrollments and expenditures in Youth and DLW populations.
- NEWDB Career Services will provide a minimum of one success story each quarter.

ARTICLE XII: BOARD OBLIGATION AND RESOLUTION OF DISAGREEMENT

In the event the NEWDB has reasonable cause to believe it cannot meet any or all of the obligations placed upon it by the terms of this Agreement, the LEOs must be notified immediately in writing. The LEOs shall make all reasonable efforts to assist the NEWDB in meeting its obligations under this

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Agreement. If within thirty days of notification, the NEWDB remains unable to comply with its obligations under this agreement, the LEOs here shall seek amendment or modification in accordance with the set procedures for the purpose of the effective continuation of the Act.

In the event that an impasse should arise between the CLEO and NEWDB regarding the terms and conditions, the performance, or administration of this Agreement, the parties agree to attempt to resolve disputes by mutually satisfactory negotiations in lieu of litigation. To this effect, they shall consult and negotiate with each other, in good faith, and recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If a committee is formed from members of each body to resolve the dispute, the committee shall report the resolution to both the CLEO and the full NEWDB. Continued performance during disputes is assured. If information resolution is unsuccessful, the CLEO may engage the services of a mediator.

If mediation is unsuccessful, the CLEO shall select an arbitrator. The arbitrator so selected may schedule and hold an arbitration hearing. The parties shall be bound by final decisions of the arbitrator.

ARTICLE XII: AMENDMENT OR RENEWAL OF AGREEMENT

Any modifications to this Agreement, to be valid, must be in writing, approved by both a majority of the NEWDB members and a majority of the LEOs, signed and dated under the conditions agreed upon by all of the parties. If any provision of the Agreement is held invalid, the remainder of the Agreement shall not be affected.

Agreement amendments for the purpose of adding additional counties, or for other purposes of modification, shall be referred to the LEOs for voting.

Updates to the LEO Agreement

The following conditions should trigger an update and re-execution of the LEO agreement beyond regular agreement renewal procedures.

- Change of CLEO, Fiscal Agent, or Board Chair
- More than 50% change in membership of LEOs
- Designation of a new workforce development area or modification to an existing workforce development area that changes counties served

ARTICLE XIV: DURATION OF AGREEMENT

This agreement shall become effective when signed and dated by the chair of the NEWDB and when signed by the Chief Local Elected Official. This agreement shall continue until modified or terminated by a majority vote of both the NEWDB and CLEO. Any party may terminate this agreement by giving advance written notice to each of the other parties on or before January 1 of the year in which termination is to occur. Termination shall be effective June 30.

ARTICLE XV: Authority

This agreement constitutes all of the terms and agreement between the parties. All prior negotiations, statements, representations, warranties, and agreements, if any, pertaining to any of the details of the subject matter are hereby superseded and terminated by this agreement, which is the entire contract of the parties. All covenants and terms hereof shall extend to and be obligatory upon the successors and assigns of the parties. Each signatory certifies it has full legal authority to execute this agreement on behalf of its principal.

ARTICLE XVI: NONDISCRIMINATION AND EQUAL OPPORTUNITY ASSURANCES

All parties must comply with Section 188 of WIOA, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I-financially assisted program or activity; Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin; Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities; The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs; and all other relevant regulations implementing the laws listed above. (29 CFR Part 38).

The parties also assure compliance with 29 CFR Part 38 and all other regulations implementing the laws listed above. This assurance applies to the parties' operation of the WIOA Title I-financially assisted program or activity, and to all agreements to carry out the WIOA Title I-financially assisted programs or activities. The parties understand that the United States has the right to seek judicial enforcement of this assurance.

No individual in the United States may, on the basis of race, color, religion, sex, national origin, age, disability, or political affiliation or belief, or, for beneficiaries, applicants, and participants only, on the basis of citizenship or participation in any WIOA Title I-financially assisted program or activity, be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with any WIOA Title I-financially assisted program or activity.

SIGNATURE PAGE

This agreement, as stipulated under Section 107(b) of the Workforce Innovation and Opportunity Act, 29 U.S.C. § 3101, et. seq. has been approved by the NEWDB and CLEO of the Area. The agreement is effective when signed and dated by the NEWDB Chair and designated Chief Local Elected Official. This agreement will remain in effect until it is modified or terminated by a majority of both the NEWDB and LEOs.

NEWDB

NORTHEAST WORKFORCE DEVELOPMENT BOARD

By: Dan DeLozier
Signature
Dan DeLozier
Printed Name
2-3-23
Date

By: Heather Smoot
Signature
Heather Smoot
Printed Name
2-8-23
Date

LEO AUTHORITY AND SIGNATURES

The undersigned officials are properly authorized to execute this Agreement on behalf of the parties, and each party certifies to the others that any necessary resolutions extending such authority have been duly passed and are now in full force and effect.

Executed by the individual parties on the dates of their respective signatures.

Russell Walker
LEO Craig County

2/16/2023
Date

David Beck
LEO Delaware County

2-3-23
Date

Al Mont
LEO Mayes County

2/3/23
Date

[Signature]
LEO Nowata County

2/3-2023
Date

Mike Furner
LEO Ottawa County

2/13/2023
Date

[Signature]
LEO Washington County

2-3-2023
Date