

RESOLUTION OF THE
NAVAJO NATION COUNCIL

23RD NAVAJO NATION COUNCIL—THIRD YEAR, 2017

AN ACTION

RELATING TO RESOURCES AND DEVELOPMENT AND NAABIK'ÍYÁTI'
COMMITTEES AND NAVAJO NATION COUNCIL; CONFIRMING PAULENE T.
THOMAS AS THE NAVAJO GAMING REGULATORY OFFICE EXECUTIVE DIRECTOR

BE IT ENACTED:

SECTION ONE. AUTHORITIES

- A. The Navajo Gaming Regulatory Office is established within the Executive Branch of the Navajo Nation, with legislative oversight by the Resources and Development Committee of the Navajo Nation Council. 5 N.N.C. § 2006.
- B. A proposed resolution requiring final action by the Navajo Nation Council shall be assigned to the Naabik'íyáti' Committee. 2 N.N.C. § 164(A)(9).

SECTION TWO. FINDINGS

- A. The Navajo Gaming Regulatory Office shall consist of an Executive Director, Inspectors and such assistants and other staff as the Executive Director shall determine are required from time to time, subject to funding provided by the Navajo Nation Council. 5 N.N.C. § 2007 (A).
- B. The Executive Director of the Gaming Regulatory Office shall be retained by contract by the President of the Navajo Nation, such contract being approved by the Navajo Nation Council for a four year term, and such contract being executed by the President. 5 N.N.C. § 2007 (B).
- C. The job performance of the Executive Director shall be reviewed periodically by the President who shall submit a written report of each such review to the Speaker of the Navajo Nation Council. 5 N.N.C. § 2007 (B).
- D. The Executive Director of the Gaming Regulatory Office shall be removable only for breach of contract. 5 N.N.C. § 2007 (B).
- E. The background of the Executive Director of the Gaming Regulatory Office shall be investigated by the Nation's

Personnel Department to ensure qualification for employment. 5 N.N.C. § 2007 (F).

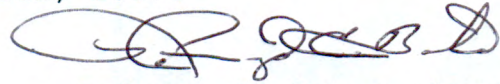
- F. The Executive Director shall be a person of the utmost honesty and integrity, shall not have been convicted of a felony or a misdemeanor involving theft, embezzlement or a crime involving moral turpitude, whose prior activities, reputation, habits and associations shall not pose a threat to the public interest or to the effective regulation of gaming, or create or, enhance the dangers of unsuitable, unfair, or illegal practices and methods and activities in the conduct of gaming. 5 N.N.C. § 2007 (C).
- G. The contract of the Executive Director shall require the Executive Director to be the Nation's designated agent for services of any official determination, order or notice of the Commission. 5 N.N.C. § 2007 (D).
- H. The contract shall further require the Executive Director to have a bachelor's degree in business administration or related field and at least six years of experience in gaming management and/or regulation, or the contract shall require the Executive Director to have a master's degree in business administration or related field and at least four years of experience in gaming management and/or regulation. 5 N.N.C. § 2007 (D).
- I. Paulene T. Thomas was retained by contract by the President of the Navajo Nation Russell Begaye to serve as the Executive Director of the Navajo Gaming Regulatory Office, contract attached as **Exhibit A**.
- J. Paulene T. Thomas has the required education and experience, resume attached as **Exhibit B** and copy of required degree attached as **Exhibit C**.

SECTION THREE. APPROVING CONTRACT

- A. The Navajo Nation Council hereby approves the contract, attached as **Exhibit A**, between the President of the Navajo Nation and Paulene T. Thomas as the Executive Director for Navajo Gaming Regulatory Office, pursuant to 5 N.N.C. § 2007 (B).

CERTIFICATION

I hereby certify that the foregoing resolution was duly considered by the Navajo Nation Council at a duly called meeting in Window Rock, Navajo Nation (Arizona) at which a quorum was present and that the same was passed by a vote of 14 in favor and 01 opposed, this 20TH day of April, 2017.



LoRenzo C. Bates, Speaker
Navajo Nation Council

4-26-17

Date

Motion: Honorable Lee Jack, Sr.
Second: Honorable Nelson S. BeGaye



**EMPLOYMENT AGREEMENT
for
EXECUTIVE DIRECTOR
Of
NAVAJO GAMING REGULATORY OFFICE**

This Agreement, made and entered into on this ____ day of _____, 2017, by and between the Navajo Nation (hereinafter "Nation"), P.O. Drawer 7440, Window Rock, Arizona 86515, and Paulene T. Thomas, (hereinafter "Employee")

RECITALS

1. PARTIES

A. Navajo Nation.

1. The Navajo Nation is a sovereign Nation with inherent powers of self-government, and;
2. The Nation has determined to allow gaming within its territorial boundaries and seeks to establish a regulatory office for the regulation of gaming to ensure compliance with the Navajo Gaming Ordinance 5 NNC §2007), the Indian Gaming Regulatory Act, 25 U.S.C. § 2701-21, and various state gaming compacts; and
3. Pursuant to the authority of the Navajo Gaming Ordinance, the Navajo Nation President is authorized to employ, under written contract approved by the Navajo Nation Council, a competent Executive Director for the operational responsibilities of the Navajo Gaming Regulatory Office ("NGRO").

B. Contract Employee.

1. Employee agrees and shall render services for the Navajo Nation as a salaried contract employee not subject to the Navajo Nation Personnel Policies Manual.
2. Employee's Social Security Number is ____-__-____.

3. Employee shall be the Nation's designated agent for services of any official determination, order or notice of the Commission.
4. Employee shall have a Master's degree in business administration or related field and 4 years of experience in gaming management and/or regulations.

AGREEMENT

II. EMPLOYMENT CONTRACT

Under the terms and conditions of this Agreement, the Nation hereby hires the Employee as the Executive Director for the Navajo Gaming Regulatory Office in accordance with the provisions of this Agreement and the Navajo Gaming Ordinance.

III. TERM OF EMPLOYMENT

Subject to the provisions for termination set forth below, this Agreement shall be effective for a term of four (4) years, shall begin upon execution by the President of the Navajo Nation and shall terminate four (4) years from that date, unless otherwise terminated prior thereto, pursuant to the provisions of this Agreement.

IV. DUTIES AND RESPONSIBILITIES

- A. Employee shall be the Executive Director of NGRO and shall implement, direct and manage all parts of the actual daily operations of that office.
- B. Employee shall comply with the Navajo Gaming Ordinance, Navajo Nation Tribal Gaming Regulations, the Indian Gaming Regulatory Act, the various state compacts and any other applicable tribal, state or federal law.
- C. Employee shall be responsible to regulate the Navajo Nation Gaming Enterprise and all vendors, consultants, contractors and persons providing services to the Gaming Enterprise to ensure compliance with the Navajo Gaming Ordinance, Navajo Nation Tribal Gaming Regulations, the Indian Gaming Regulatory Act, the various state compacts and any other applicable tribal, state or federal law.
- D. Employee shall work regular hours, five (5) day a week and shall be on call during off hours as necessary.

VIII. DUTY STATION

Employee's duty station shall be at Window Rock, Arizona.

IX. CONFIDENTIALTY OF PROPRIETARY INFORMATION

Employee shall abide by the Navajo Nation Privacy Act.

X. EMPLOYEE WORK PRODUCT

All files and information maintained by Employee are the property of the Navajo Nation and shall not be deleted, destroyed or copied upon termination of employment. Upon termination of employment, Employee shall deliver to the Office of the President, all work product files and provide all access codes, secrets and other information required to gain access to the work product files of Employee.

XI. REIMBURSEMENT OF EXPENSES

Employee shall be reimbursed for reasonable expenses in accordance with the Navajo Nation Personnel Policies Manual and the Travel Policies and the Navajo Nation Financial Policies.

XII. BENEFITS

The Nation shall provide employment benefits according to the benefits specified below:

- A. **Paid Leave.** Employee shall be entitled to twenty (20) days of leave annually to be used at the discretion of the employee and upon approval by the President of the Navajo Nation or designee regarding scheduling.
- B. **Medical Insurance.** Employee shall be entitled to Group Medical Insurance benefits as offered to other employees of the Navajo Nation.
- C. **Employee Benefits.** Employee shall be entitled to the usual and customary benefits all Navajo Nation employees are entitled to as of the date of this Agreement, including, but not limited to 401(k), retirement and worker's comp.

D. Social Security and Medicare Taxes. Social Security and Medicare taxes shall be apportioned between the Nation and Employee according to applicable federal law.

E. Employee Housing. Will provide employee housing as available.

XIII. **DISABILITY**

Any absence by Employee beyond the twenty (20) days of leave allowed under Section VII(A) shall be without pay. Employee's full compensation will be reinstated when she returns to work and is able to discharge her duties. However, if employee is absent from work for any reason for a continuous period of over two (2) months, the Nation may terminate Employee's employment, and Nation's obligations under this Agreement will cease on that date.

XIV. **ASSISTANCE IN LITIGATION**

Employee shall, upon reasonable notice, furnish such information and proper assistance to the Navajo Nation Attorney General as it may reasonably require in connection with any litigation in which it is, or may become a party or in which it may participate as an amicus curiae.

XV. **LIMITED EFFECT OF WAIVER BY THE NATION**

If the Nation fails to enforce a breach of any provision of this Agreement by Employee, that failure to enforce shall not operate or be construed as a waiver of later breaches by Employee of that particular provision or any other provision of this Agreement.

XVI. **NAVAJO NATION ETHICS IN GOVERNMENT**

Employee shall not engage in conduct which is contrary to or conflicts with the Navajo Nation Ethics in Government Law.

XVII. **ASSIGNMENT**

A. Termination by the Nation. The Nation shall be entitled to terminate this Agreement for any of the following reasons:

1. Employee's conviction of fraud, misappropriation, embezzlement or theft, or the conviction of fraud, misappropriation, embezzlement or theft by another as a result of Employee's actions or omissions, during the term of this Agreement;
2. Employee's conviction of a felony or misdemeanor under applicable federal or state law, or Employee's conviction of any violation of the Navajo Nation Code which involves dishonesty, illegal gaming, or bribery during the term of this Agreement;
3. Employee's insolvency (as revealed by her books and records or otherwise); if the Employee shall be adjudicated a bankrupt, or a voluntary or involuntary petition in bankruptcy shall be filed by or against her; or if she shall make an assignment for the benefit of creditors; or if a receiver or trustee in bankruptcy or similar officer, temporary or permanent, be appointed to take charge of the Employee's affairs or any of her property; or if dissolution be commended by or against the Employee, or if any judgment against the Employee remains unsatisfied or unbonded of record for fifteen (15) days;
4. A legal impossibility arises making the Nation's performance under this Agreement impossible;
5. Employee's failure to comply with all applicable tribal, federal, state or local laws during the term of this Agreement;
6. Employee's involvement in any business that is competitive with the Nation's casino operations;
7. Employee's failure to comply with the terms and conditions set forth in this Agreement;
8. Employee's act or failure to act that materially impairs the Nation's ability to perform any duty or obligation under this Agreement;
9. Employee's failure to obtain or maintain any license required by applicable laws of the Nation, the National Indian Gaming Commission or the terms and provisions of the compacts entered into between the Nation and the States of Arizona and New Mexico, and

E. Employee agrees to mentor the most suitable NGRO employee to ensure that upon the termination of this Agreement, the mentored employee shall meet the requirements for appointment to the Executive Director position. Mentoring shall include direct guidance and training. The Employee will also provide the NGRO employee with time off, as needed, for the employee to obtain the education needed to meet the educational requirements set forth in the Navajo Nation Gaming Ordinance. Employee shall provide to the President a Mentoring Plan within 3 months of appointment.

F. Employee shall develop a supplemental policy to the Navajo Nation Personnel Policies Manual to address the specific needs for the employees of the NGRO, which shall be subject to appropriate approval in accordance with Navajo Nation law.

V. SUPERVISION

Employee shall be responsible to the President of the Navajo Nation or his designee. Employee shall report to the President quarterly on the operational status of the NGRO activities or upon request.

VI. EMPLOYEE TO DEVOTE FULL TIME TO NAVAJO NATION

Employee shall devote her full time, attention, and energies to the NGRO and her employment duties during her employment and will not engage in secondary employment.

VII. SALARY

A. The Navajo Nation shall pay Employee for services rendered, a salary of per year, payable at regular payroll periods. Employee shall be paid bi-weekly and any applicable payroll taxes shall be deducted from Employee's paychecks. The salary shall be reviewed on an annual basis and may be re-negotiated based on performance. The Navajo Nation President is authorized to negotiate and approve.

B. This Agreement is contingent on the availability of funds appropriated by the Navajo Nation Council to carry out the functions of the NGRO and the obligations set forth under the terms of this Agreement.

the Nation hereby warrants that it will not unreasonably withhold any such license from Employee.

B. If the Nation terminates this Agreement for the reasons set forth in § XIX(A) 1-4, such termination may be immediate. If the Nation terminates this Agreement for the reasons set forth in § XIX(A) 5-9, the Nation may do so only after providing Employee with fifteen (15) days notice of default and an opportunity to cure said alleged reasons for termination, as set forth in § XIX(E).

C. **Termination by Employee.** Employee shall be entitled to terminate this Agreement for any of the following reasons:

1. The Nation engages in activities that are contrary to any applicable federal, state, local or tribal laws;
2. The Nation fails to perform or comply with the terms and conditions of this Agreement;
3. A legal impossibility arises making Employee's performance under this Agreement impossible;
4. The Nation's act or failure that materially impairs Employee's ability to perform any duty or obligation under this Agreement.

D. **Compensation of Employee Upon Termination.** Employee's termination of her employment for the reasons set forth in § XIX(C) shall not constitute a breach of this Agreement, and Employee shall be entitled to the prorated portion of her compensation to the date of termination.

E. **Notice and Cure.** Except for termination by the Nation under any or all of § XIX(A) 1-4, either party must provide the other with a fifteen (15) day period during which the party alleged to have violated this Agreement may cure such alleged violation. If at the end of the fifteen (15) day cure period the alleged violation is cured, this Agreement shall continue in force and effect. If at the end of the fifteen (15) day cure period the alleged violation is not cured, the terminating party shall provide the other party with thirty (30) days written notice that it is terminating this Agreement, or, if efforts to cure the alleged violation are

substantially underway, the party alleging the violation may allow additional time to the other party to cure the alleged violation.

XIX. REMEDIES OF THE NATION

A. In the event of a material breach of this Agreement, the Nation may, at its election:

1. Terminate this Agreement, and thereafter bring such action as it may deem necessary to protect its rights hereunder, including money damages. Said money damages shall include the right to recover from the employee the Navajo Nation's damages associated with such breach including, but not limited to, all costs incurred in obtaining a replacement Executive Director and all costs associated with any injuries arising from Employee's failure to provide regulatory oversight management at the Nation's casinos.
2. Bring such action for injunctive or similar relief as may be necessary to compel the Employee to comply with her obligations hereunder.
3. Utilize and enforce any other remedies available either at law or under the terms of this Agreement.

XX. INDEMNITY BY EMPLOYEE

Employee agrees to defend, indemnify, and hold the Nation harmless from and against any and all claims, demands, losses, damages, costs, liabilities and expenses (including, but not limited to, attorney's fees and costs of suit) of whatever kind or character, on account of any actual or alleged loss, injury or damage to any person, firm or corporation or to any property, or arising out of or in connection with any criminal activity while serving as the Executive Director. The finding of any criminal activity shall be determined by a court of competent jurisdiction in which Employee may enter a plea of guilty or nolo contendere.

XXI. DISPUTE RESOLUTION

A. **Dispute Resolution.** In the event of a dispute or disagreement regarding any provision of this Agreement, or any claim or controversy arising out of or related to this Agreement, or the breach thereof, the parties agree

to resolve such disputes or disagreements in accordance with the Navajo Nation Arbitration Act and Navajo Nation Sovereign Immunity Act.

1. The parties shall meet and confer in a good faith attempt to resolve the dispute or disagreement through negotiation not later than three (3) business days after receipt of said notice, unless the parties agree to a different time to meet. The parties may agree to retain the services of a mediator/facilitator to assist them in resolving any dispute or disagreement, whose costs and fees, if any, shall be borne equally by the parties.
2. If the dispute or disagreement is not resolved to the satisfaction of either party within ten (10) days of the first meeting, then the dispute or disagreement shall be settled by binding, non-appealable arbitration in accordance with the policies and procedures of the Commercial Rules of the American Arbitration Association, unless the parties agree to use different policies and procedures. The authority and jurisdiction of the arbitrator shall be limited to the express terms of this Agreement.
3. In the event arbitration is required, the parties shall meet as soon as practicable and attempt to agree on an arbitrator to decide the matter at issue. Either party may specify and require that the arbitrator selected be an attorney licensed to practice law in the States of Arizona or New Mexico and in the Navajo Nation, and shall be experienced in the field of gaming, regulatory oversight and/or management of casinos. If the parties are unable to agree upon the selection of an arbitrator within twenty (20) days of their first meeting, the parties shall each select an arbitrator and the two selected arbitrators shall together select a third arbitrator who alone shall decide the matter in dispute. In the event the representatives fail to agree upon an arbitrator, the Navajo Office of Hearings and Appeals shall select an arbitrator.
4. The arbitrator, unless another date is agreed to by the parties, shall meet with the parties for scheduling purposes within twenty (20) days from the date the arbitrator is selected. The substantially

prevailing party in any dispute at issue under this Agreement shall recover its costs and reasonable attorney fees from the substantially non-prevailing party.

5. Costs of Arbitration. Both parties shall equally bear the cost of arbitration.

- B. **Enforcement of Arbitration Award.** Either party may bring any cause of action authorized by the Navajo Nation Arbitration Act, in the Courts of the Navajo Nation.
- C. **Governing Law.** The laws of the Navajo Nation shall govern the construction, performance and enforcement of this Agreement.
- D. **Consent to Jurisdiction.** Employee hereby consents to the legislative, executive and judicial jurisdiction of the Navajo Nation in connection with all activities conducted by the Employee within the Navajo Nation.
- E. **Covenant Not to Contest Jurisdiction.** Employee hereby covenants and agrees never to contest or challenge the legislative, executive or judicial jurisdiction of the Navajo Nation on the basis that such jurisdiction is inconsistent with the status of the Navajo Nation as an Indian nation, or that the Navajo Nation government is not a government of general jurisdiction, or that the Navajo Nation government does not possess full police power (i.e., the power to legislate and regulate for the general health and welfare) over all lands, persons and activities within its territorial boundaries, or on any other basis not generally applicable to similar challenges to the jurisdiction of a state government.
- F. **No Waiver of Sovereign Immunity.** Nothing in this Agreement shall be interpreted as constituting a waiver, express or implied, of the sovereign immunity of the Navajo Nation.
- G. **Savings Clause.** It is agreed that if any provision of this Agreement shall be determined to be void then such determination shall not affect any other provision of this Agreement and all such other provisions shall remain in full force and effect; and it is the intention of the parties hereto that if any provision of this Agreement is capable of two interpretations, one of which would render

the provision void and the other of which would render the provisions valid, then the provision shall have the meaning which renders it valid.

H. **No Oral Agreements.** It is understood that there are no oral agreements between the parties hereto affecting this Agreement, and this Agreement supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between the parties hereto or displayed by the parties with respect to the subject matter hereof, and none thereof shall be used to interpret or construe this Agreement.

I. **Survival of Covenants.** The Covenants contained in this Agreement, which by their terms, require their performance by Employee after the expiration or other termination of this Agreement, shall be enforceable notwithstanding the expiration or other termination of this Agreement for any reason whatsoever.

J. **Notices And Demands.** All notices, demands, requests or other communications to or upon either party provided for in this Agreement, or given or made in connection with this Agreement, shall be in writing and shall be addressed as follows:

To or upon the Navajo Nation:

President
The Navajo Nation
Post Office Box 7440
Window Rock, Navajo Nation (Arizona) 86515

Telefax: 1-928-871-4025

To or upon Employee:

Paulene T. Thomas

Telefax: _____

All notices shall be given by personal delivery, by registered or certified mail, postage prepaid or by facsimile transmission, followed by surface mail. Notices shall be effective and shall be deemed

delivered when dispatched and may be delivered by personal delivery, registered or certified mail, or by facsimile transmission, followed by surface mail. Parties may at any time change its address for purposes of this Section by written notice.

IN WITNESS HERETO the parties have agreed and signed this Employment Agreement.

THE NAVAJO NATION:

EMPLOYEE:

Russell Begaye, President

Paulene T. Thomas

Reviewed as to legal form and content
pursuant to the Navajo Nation Sovereign Immunity Act:

Navajo Nation Department of Justice

Paulene T Thomas

Evening:

E-mail:

Daytime/Cell:

EXHIBIT

B

OBJECTIVE: To attain a management position in order to deliver the best services and products the organization can provide to its workforce and stakeholders.

PERSONAL SKILLS:

Independent and efficient worker; possess time, process and project management skills; excellent writing skills; attention to detail; organizational behavior knowledge; excellent organizational skills; teamwork oriented; multi-tasking; and computer literate (Microsoft Windows XP/2000/2003/2007).

WORK EXPERIENCE Navajo Gaming Regulatory Office
Window Rock, Arizona US

06/2014 to Present

Interim Executive Director

Oversee the day-to-day operations of the NGRO including staff located at the four Navajo casinos, licensing, gaming audit, slot compliance, enforcement and surveillance. Regulate the gaming activities within the Navajo Nation, develop and implement standards and protocols for inspections and investigations; ensures the Navajo Gaming Ordinance and Gaming Regulations are enforced; maintain an effective working relationship with upper management of the Navajo Nation Gaming Enterprise; ensures the Navajo Nation is in compliance with the State-Tribal Gaming Compacts, Indian Gaming Regulatory Act, Navajo Gaming Ordinance and Regulations. Also continued to perform Deputy Executive Director duties, and Enforcement Manager duties from April to present. (Contact supervisor: Yes. Supervisor's name: Arbin Mitchell, Ben Shelly, Deswood Tome)

Navajo Gaming Regulatory Office
Window Rock, Arizona US

04/2012 to 06/2014

Deputy Executive Director

Assisted the Executive Director with the administration of the Navajo Gaming Regulatory Office inclusive of all matters involving human resources/personnel, payroll, travel, in-house policies, budgets, finance, purchases, and contracts. I oversaw the day-to-day operations of the NGRO Administration Office which provides support services for the NGRO staff in Window Rock and the four Navajo Casinos. Delegated when the Executive Director was on travel or leave. Represented the NGRO at various Oversight and Budget Committee meetings. Attended various meetings in Arizona and New Mexico regarding the Gaming Compacts, regulations and issues. Also, managed the information technology for NGRO when the Network Specialist resigned (Email server and local common server). Planned, facilitated and completed the move of NGRO from St. Michaels Karigan Professional Building to the current office location (office furniture contract bidding/award, IT move, etc.). Assisted Executive Director with approval of budgets which were outstanding for over a year. (Contact supervisor: Yes. Supervisor's name: Carleen Chino, former Executive Director, NGRO, Phone (505) 228-9411)

Navajo Nation Office of Background Investigations
Window Rock, Arizona US

09/2010 to 04/2012

Background Investigations Manager

Oversee the day-to-day operations of the Office. Worked to further develop the Office of Background Investigations established in mid-2009. Supervised three employees, in 2/2010, established OBI as an office separate from the Department of Personnel Management (e.g., department number and business unit assignment, timesheets, budgets, etc.); completed approval and execution of the User Agreement with the Arizona Department of Public Safety for OBI to directly submit fingerprint cards to receive Federal and State of Arizona criminal history reports; approval of the OBI Fund Management Plan to augment current funding and purchase backup fingerprint scanning equipment (LiveScan) and its required supplies, and to cover associated costs for background checks; reestablished an Agreement with the Police Department, Information Management Section (Toyei) to allow access to tribal criminal history data and records to assist in completing tribal criminal history records for OBI background check; website domain name registered for future website; oversee establishing procedures for background check process and future revision of the Navajo Nation Personnel Policies Manual to strengthen OBI authority. (Contact supervisor: Yes. Supervisor's Name: Thomas Ranger, Division Director, Phone (928) 871-6375)

Paulene T Thomas

**Navajo Technical College
Crownpoint, New Mexico US**

10/2006 - 7/2007

Human Resources Director

I over saw the day to day operations of the Human Resources Department for a two year tribal college and supervised the staff in the HR Department. Developed human resources policies and procedures, maintained personnel records, compensation, fringe benefits, classification, performance appraisals, recruitment, selection, and training. Provided guidance on personnel related matters such as disciplinary actions, performance improvement plans, pay raises, and conflict resolution. Assured compliance with applicable federal, state and tribal laws and advised management on needed actions. Participated in various committees such as budget, institutional effectiveness, housing and professional development. Made recommendations to the College President with regard to human resources issues, grievances and pending external complaints. Participated in the budget preparation and organizational decisions. (Contact Supervisor: Yes, Supervisor's Name: Elmer Guy, Ed.D)

**Navajo Nation Department of Youth
Window Rock, Arizona US**

1/2004 - 10/2006

Senior Management Analyst

I assisted the Department Manager with the merger of the Office of Youth Opportunity and Office of Diné Youth programs to form the new Department of Youth (central office and five agencies); incorporated into DOY the newly formed Boys & Girls Clubs of the Diné Nation a year later. I advised the Department Manager and the re-organization transition team on position staffing/reclassifications, organizational charts, federal contract modifications and overall change management and utilized federal and Navajo Nation regulations/Circulars during process evaluation and transition. Evaluate business process, review new or modified processes including documentation, diagrams and flowcharts to identify potential process improvements, and improve or develop policies and procedures. Managed the NAHASDA sub-grant & other federal grants received by DOY including the Youth Opportunity Grant. Served as the Project Manager for the Youth Resource Center Modular Buildings Project. Advised the Department Manager on personnel disciplinary actions and personnel grievances. Organized team meetings and coordinated tasks among the key players and departments. Served as Acting Department Manager on occasions. (Contact Supervisor: Yes, Supervisor's Name: Marilyn King-Johnson, Supervisor's Phone: (505) 368-2909)

**Navajo Nation Office of Dine' Science, Math
& Technology
Window Rock, Arizona US**

8/2002 - 11/2003

Administrative Services Officer III (Project Director)

Managed and over saw the day-to-day operations of a five year National Science Foundation Co-Op Agreement program. Supervised 17 employees, revised annual program goals and coordinated work tasks with five regional offices, handled several personnel related actions, evaluated program processes and staff duties, analyzed business processes and implemented improvements, developed policies and procedures, managed the federal and tribal budgets, managed the finances, complied with applicable federal, state and tribal regulations, monitored subcontracts, policies and guidelines, and the National Science Foundation grant guidelines, reduced the carryover amounts for years 3 and 4 of the five year grant, and closed out several major outstanding invoices. I utilized federal and Navajo Nation regulations/circulars during process evaluation, and improved existing working partnerships with the Division of Diné Education, school administrators, teachers, Advisory Board, School Boards, chapters, businesses, colleges and universities to further annual program goals.

**Navajo Nation Office of the Controller
Window Rock, Arizona US**

8/2000 - 8/2002

Systems & Procedures Manager/FMIS Project Manager

I managed the Office of the Controller's local area network and 70+ personal computers, planned for growth of system, and maintained software. Supervised 3-5 employees. Over saw the development of a Navajo Nation Accounting Manual and Financial Policies and Procedures, developed and improved policies and procedures for both the General Fund and external funds, completed various research projects, analyses, oral and written reports and other independent projects. Evaluate business process, review new

Paulene T Thomas

Reviewed job vacancy announcements and developed the weekly Job Vacancy Announcement listing, reviewed and verified Personnel Action Forms (PAFs). Developed and released close-out letters to applicants. Reviewed, assessed qualifications and ranked incoming applications. Provided technical assistance to managers/directors regarding personnel issues and presented at new employee orientations.

EDUCATION

University of New Mexico, Albuquerque, NM

Master's Degree - 5/1994

Major: General Management

GPA: 3.31 out of 4.0

Relevant Coursework, Licensures and Certifications:

General management courses ranging from accounting to marketing to financial management graduate level courses.

University of New Mexico, Albuquerque, NM

Bachelor's Degree - 5/1992

Major: Human Resources Management

GPA: 3.44 out of 4.0

Relevant Coursework, Licensures and Certifications:

Human Resources related courses include Employment Law, Labor Relations, Organizational Behavior I & II, Organizational Environment, HR Theory & Practice.

Oral Roberts University, Tulsa, OK.

Attended August 1983 to May 1986

Major: Computer Science

Navajo Mission/Academy, Farmington, New Mexico

High School or equivalent - 5/1983

GPA: 3.9 out of 4.0 (Valedictorian)

REFERENCES:

Available Upon Request

The University of New Mexico

has conferred upon

Paulene D. Thomas

the degree of

Master of Business Administration

General Management

with all the rights and privileges appertaining to that degree.

in testimony whereof the Regents of the University upon recommendation
of the Faculty have granted this diploma bearing the seal of the University
this fourteenth day of May, nineteen hundred and ninety-four.

Arthur D. Melander
President of the Regents

Bess Baller
Secretary of the Regents

Richard E. Geel
President of the University

May Sue Colman
President of the University



THE NAVAJO NATION

RUSSELL BEGAYE PRESIDENT
JONATHAN NEZAYATSI Vice President

CONDITIONAL ANNUAL TRIBAL GAMING LICENSE

NAVAJO GAMING REGULATORY OFFICE

PRIMARY MANAGEMENT OFFICIAL

Navajo Gaming License Number

12-1263

This certifies that

PAULENE T. THOMAS

*has been issued a **Conditional** Annual Tribal Gaming License in accordance with the provisions of the Gaming Ordinances and Regulations of the Navajo Nation ("Tribe"), the Tribal-State Compact between the Tribe and the State of Arizona/State of New Mexico, and the Indian Gaming Regulatory Act (25 U.S.C. §2701 et. seq.). This Conditional Annual Tribal Gaming License is issued by the Navajo Nation Gaming Regulatory Office, the Tribe's regulatory gaming agency, based upon completion of a full background investigation and determination of suitability.*

*This **Conditional** Annual Tribal Gaming License is issued and in effect until the expiration date indicated and subject to the conditions established by the Navajo Nation Gaming Ordinance and Regulations. During the term of this license, and any subsequent license renewals, it is the licensee's responsibility to maintain suitability. Failure to comply may result in suspension and/or revocation of this **Conditional** Annual Tribal Gaming License by the Navajo Nation Gaming Regulatory Office. It is the licensee's responsibility to file a renewal application prior to the expiration date indicated.*

Effective Date

11/30/2016

Expiration Date

11/30/2017

Lisa F. Tsosie
Licensing Manager

NAVAJO NATION GAMING REGULATORY OFFICE

Post Office Box 2040 • Window Rock, Navajo Nation (Arizona) 86515 • (928) 871-6712 • Fax: (928) 871-6713



THE NAVAJO NATION

RUSSELL BEGAYE PRESIDENT
JONATHAN NEZ VICE PRESIDENT

THOMAS, PAULENE T.
12-1263

This Conditional Annual Tribal Gaming License is issued, but not limited to the following condition(s):

- 1) ***Credit Check;*** a credit check will be conducted at any time. Upon the credit check, a decrease in the past due amount showing an effort of payments should appear; otherwise, no effort may be grounds for immediate license suspension/revocation. ***Initials*** JS

*****MUST ABIDE TO THE NAVAJO NATION GAMING REGULATORY OFFICE'S TERMS, CONDITIONS*****

By signing my name, I understand and agree to follow the above terms/conditions. I understand, if I violate any conditions of my Conditional Annual Tribal Gaming License, the Navajo Nation Gaming Regulatory Office may suspend or revoke my Conditional Annual Tribal Gaming License.

Signature

3/2/17
Date

NNGRO USE ONLY:

NNGRO Licensing Representative

3-2-17
Date



THE NAVAJO NATION

RUSSELL BEGAYE PRESIDENT
JONATHAN NEZ VICE PRESIDENT

February 23, 2017

President Russell Begaye
Vice-President Jonathan Nez
The Navajo Nation
Window Rock, AZ 86515

RE: Acceptance

Honorable President Begaye and Honorable Vice-President Nez:

I accept the job offer for the Navajo Gaming Regulatory Office Executive Director position at a per annum salary of \$

I look forward to continuing to work with the Begaye/Nez Administration. Thank you for this opportunity.

Very respectfully,

A handwritten signature in black ink, appearing to read "Paulene T Thomas".

Paulene T Thomas