

Memorandum of Understanding

Diné College

From Dr. Alarid

MEMORANDUM OF UNDERSTANDING
DINÉ COLLEGE
And
NEW MEXICO HIGHLANDS UNIVERSITY

This agreement IS ENTERED INTO BETWEEN Diné College, a postsecondary educational institution chartered by the Navajo Nation, hereafter referred to as "the College" and New Mexico Highlands University, hereafter referred to as "NMHU."

WHEREAS, the College is authorized to enter into this Agreement pursuant to 10 N.N.C. § 2017(B) (2), and NMHU is authorized to enter into this Agreement pursuant to the laws of the State of New Mexico;

WHEREAS, this potentially is a multijurisdictional Agreement, the governing laws of each jurisdiction shall be used to determine the respective duties of the parties in each of the particular jurisdictions. Where there is a dispute as to applicable law, the appropriate law will be decided under the dispute resolution clause of this Agreement. However, all statutes and regulations referenced in this Agreement are incorporated herein as if they were fully stated in their entirety and each party agrees to comply with, and be responsible for, the provisions, statutes and regulations set out in this Agreement. All statutes and regulations referenced in this Agreement are incorporated herein as if fully stated in their entirety in the Agreement. Each party agrees to comply with and be responsible for the provisions, the statutes, and the regulations set out in this Agreement;

WHEREAS, NMHU and the College desire to maximize their educational resources and expertise to increase educational opportunities for

students at the College and at NMHU, in particular through distance education course offerings between the institutions;

WHEREAS, NMHU and the College will abide by all applicable federal, state and tribal laws, including but not limited to FERPA, and regulations related to research with human subjects and Diné intellectual knowledge;

WHEREAS, NMHU and the College agree to preserve the integrity and autonomy of each institution, permitting each institution to fulfill effectively its own mission; and

WHEREAS, NMHU and the College will use monies from a USDA Rural Utilities Service Distance Learning and Telemedicine grant titled "NMHU/ Diné Knowledge Link" to purchase, on their own, ITV equipment for the use of their respective institutions; and

WHEREAS, the College as part of the "NMHU/ Diné Knowledge Link" grant will be the permanent owners of the ITV equipment for the Tsaile, Shiprock, Window Rock, Chinle, Tuba City and Crownpoint sites; and

WHEREAS, the College and NMHU through the DLT grant will benefit as follows: Grant Funding to NMHU will be \$138,138; Total Benefit to NMHU will be \$186,554; Grant Funding to the College will be \$349,569; Total Benefit to the College will be \$522,789; and

WHEREAS, the College and NMHU will provide matching funds as follows: the College will contribute \$173,220; NMHU will contribute \$48,416; and,

WHEREAS, NMHU and the College will work towards offering college courses via Interactive Television which are of mutual benefit to both institutions using the ITV equipment purchased with the "NMHU/ Diné Knowledge Link" grant monies

NOW, THEREFORE, NMHU and the College agree as follows:

ARTICLE I - GENERAL TERMS

A. Effective Date: This Agreement becomes valid and effective when signed by the Presidents of NMHU and the College.

B. Term: This Agreement shall be effective for a term of three years. At the end of the initial term, this Agreement may be evaluated and renegotiated for future periods if agreed upon by the designated authorities (the President, New Mexico Highlands University, and the President, Diné College).

C. Guiding Principles: This Agreement will respect, honor, and promote ... understanding of traditions, histories, and values of the parties, including NMHU's values of collaboration, partnership and providing educational opportunities to students and the College's principles of *Sá'ah Naaghái Bek'eh Hózhóón*.

D. Termination: This Agreement may be terminated effective at the end of any academic year by either party, with or without cause, by written notice delivered to the other party no later than ninety (90) days before the end of such academic year. In the event of termination, each party is responsible for their part of the agreement pursuant to the terms and conditions of "USDA Rural Utilities Service Distance Learning and Telemedicine grant entitled, NMHU/ Diné Knowledge Link."

ARTICLE II - ADMINISTRATION & COORDINATION

A. Liaison: The respective administrations of NMHU and the College shall appoint a liaison ("Liaison") to serve as a single point of contact to facilitate and ensure achievement of the goals of this agreement. The Liaison shall be charged with preparing recommendations to the presidents of NMHU

and the College or their designees, regarding utilization of their respective educational resources to provide a cooperative network of higher education services for both institutions. The President of each institution shall appoint an individual to serve as the institutional liaison for purposes of coordination, collaboration, and other activities pursuant to this agreement. The Liaison shall be appointed and shall serve under the direction, and at the pleasure, of their respective president.

ARTICLE III – ACADEMIC PROGRAMMING & STUDENT SUCCESS

A. Curriculum Development and Program Articulation: Teams shall be responsible for making recommendations for programs and services that meet the assessed needs of residents of the Navajo Nation to the Presidents and academic unit leaders of NMHU and the College, such as joint admissions, 2 + 2 programs, dual enrollment, and integrated academic degree progression plans. The Teams in collaboration with the Liaisons will ensure that matters of curriculum development and program articulation are brought before the appropriate members of their respective academic units and personnel. These personnel will follow their institution's respective policies on academic governance, curriculum development and program articulation including the approved statewide articulation model. The Liaisons will monitor the activities and outcomes of these units to ensure that their timely and effective applications result in joint programs that meet the needs of both institutions.

B. Services for Student Success: The Liaisons will refer to appropriate units at both institutions for matters related to providing student success and other services to the College and NMHU. Support units at both institutions will develop, where feasible and appropriate, jointly coordinated programs and

services, including, but not limited to career placement and advising, culturally appropriate transfer orientations, academic tutoring, and skill development.

C. Information Technology Support: IT teams for the two institutions will meet to synchronize resource sharing and for collaboration on the use of technology.

ARTICLE V - MISCELLANEOUS

A. Employment Opportunities. The parties to this agreement will be bound by the laws governing employment opportunities in their respective jurisdictions.

B. Other Duties and Authorities of the Parties Not Affected: Nothing in this Agreement shall be construed to modify, alter or amend the authorities, duties, responsibilities or obligations of either NMHU or the College under applicable law, including Resolution ECAP-39-98 of the Education Committee of the Navajo Nation Council.

C. Cancellation for Lack of Funding: This Agreement may be cancelled by either party without any further obligation in the event that sufficient appropriated funds are not available to assure desired performance.

D. Inspection and Audit: All books, accounts, reports, files and other records relating to this agreement shall be subject to the terms and conditions of the "USDA Rural Utilities Service Distance Learning and Telemedicine grant titled, NMHU/ Diné Knowledge Link," the parties' policies and procedures, and are subject to reasonable times for inspection and audit by the NMHU, the College, the Diné College Board of Regents, the Education Committee of the Navajo Nation Council and the Auditor General of the State of New Mexico, the Auditor General of the State of Arizona, and the Auditor General of the

State of Utah or their agents, for five (5) years after completion of this agreement.

E. Dispute Resolution. The parties to this Agreement agree to work together to resolve any disputes and, if necessary, to utilize a third party agreeable to both as a mediator to resolve their dispute. The parties also recognize that each of them is protected by their own Sovereign Immunity laws and procedures. Recognizing that Sovereign Immunity is only a defense, the parties agree that they will bring any legal action arising from this agreement exclusively under the Sovereign Immunity laws and procedures of the of the other party eliminating the need for either party to waive its Sovereign Immunity.

F. Savings Clause. If any part of this Agreement is found to be invalid by a court of competent jurisdiction, the remainder of the Agreement will remain intact and will be interpreted as a fully integrated document.

G. Fully Integrated Document. This Memorandum of Agreement is a fully integrated document representing the final agreement of the parties and supersedes and replaces any and all prior agreements whether written or oral. It can be modified only by a subsequent written agreement of the parties.

**INTERGOVERNMENTAL AGREEMENT BETWEEN DINE'
COLLEGE AND NEW MEXICO HIGHLANDS UNIVERSITY**

The attached Agreement, which is an agreement between public agencies, has been reviewed by the undersigned Attorney for Diné College determined that it is in proper form and is within the powers and authority granted under the laws of the Navajo Nation to Diné College.

Approved as to form this agreement on the _____ day of _____, 2016.

By: _____

ATTORNEY FOR DINÉ COLLEGE

NEW MEXICO HIGHLANDS UNIVERSITY AND DINÉ COLLEGE

By: 

By: Martin M. Chumada

Date: 8/10/16

Date: August 8, 2016