



**THE
NAVAJO
NATION**

P.O. Box 9000 • WINDOW ROCK, ARIZONA • 86515

PRESIDENT
JOE **SHIRLEY, JR.**
VICE PRESIDENT
FRANK J. **DAYISH, JR.**

MEMORANDUM

DATE: December 5, 2005
TO: Honorable Joe Shirley, Jr., President
Executive Branch / Office of the President
The Navajo Nation
FROM: *Eddie Biakeddy*
Leland Leonard, Executive Director
Department of Diné Education

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Deb
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SUBJECT: Memorandum of Agreement Between Utah State Board of Education and the Navajo Nation on Diné Language and Culture Endorsement

The Department of Diné Education takes this opportunity to officially advise you that the Memorandum of Agreement between Utah State Board of Education and the Navajo Nation has been formalized by Dr. Patti Harrington, State Superintendent of Public Instruction, Utah State Department of Education. The Utah State Board of Education and the Navajo Nation desire to cooperate and collaborate in the Board's licensure of persons who qualify for the Diné Language and Culture Endorsement for grades K-12. The agreement is now official. Attached is the Memorandum of Agreement for your information.

The Office of Diné Culture, Language & Community Services and the Utah State Board of Education along with the San Juan School District will implement the Diné Language and Culture Endorsement for grades K-12 effective immediately.

Your assistance and support is appreciated. If you have questions, please do not hesitate to call me at (928) 871-7475 or call Eddie Tso, Program Director, Office of Diné Culture, Language & Community Services at (928) 871-6728.

- cc: Dr. Patti Harrington, State Superintendent of Public Instruction, Utah State Department of Education, 250 E, 500 South, P.O. Box 144200, Salt Lake City, Utah 84114-4200
- Joan Patterson, Coordinator of Educator Licensing, Utah State Department of Education
- Shirley Silversmith, Director of Indian Education, Utah State Department of Education
- Dr. Douglas E. Wright, Superintendent, San Juan School District, Blanding, Utah
- Dr. Toni R. Turk, Director, Federal Programs, San Juan School District, Blanding, Utah
- Leonard Chee, Chairperson, Education Committee, The Navajo Nation
- Lawrence Morgan, Chairperson, Intergovernmental Relation Committee, The Navajo Nation
- Regina Holyan, Attorney, Department of Justice, The Navajo Nation
- Michelle Dotson, General Counsel, Office of the President, The Navajo Nation
- Eddie Biakeddy, Deputy Director, Department of Diné Education, The Navajo Nation
- Eddie Tso, Program Director, Office of Diné Culture, Language & Community Services

MEMORANDUM OF AGREEMENT

This Agreement is made and entered into by the State of Utah, Utah State Board of Education (hereinafter "BOARD") at 250 East, 500 South, P. O. Box 144200, Salt Lake City, Utah 84114-4200 and by the Navajo Nation (hereinafter "NATION"), Division of Diné Education, Office of Diné Culture, Language, and Community Services at P. O. Box 670, Window Rock, Arizona 86515.

DEFINITIONS:

"Competency-based" means a teacher training approach structured for an individual to master and demonstrate content and teaching skills and knowledge at the individual's own pace and sometimes in alternative settings.

"Endorsement" means a qualification based on content area mastery obtained through a higher education major or minor or through a state-approved endorsement program.

"License" means an authorization issued by the BOARD that permits the holder to serve in a professional capacity in a unit of the public education system or an accredited private school.

"Verification Notice" means a document developed by the NATION, Division of Diné Education to verify a candidate's language proficiency and knowledge of Diné culture.

WHEREAS:

The BOARD recognizes and acknowledges the unique role and the sovereignty of the NATION to establish and develop standards and criteria in order to determine and to verify the competency of persons to teach the Diné language and culture; and

The BOARD and the NATION desire to cooperate and collaborate in the BOARD'S licensure of persons who qualify for the Diné Language and Culture Endorsement for grades K-12;

NOW THEREFORE, the BOARD and the NATION hereby agree as follows:

I. SCOPE OF AGREEMENT

The BOARD and the NATION agree that the NATION shall develop, establish, and apply standards and criteria to determine and to verify the competency of persons to teach the Diné language and culture. This verification shall meet an essential requirement of the State of Utah District-Specific Competency-Based License with Diné Language and Culture Endorsement. The BOARD and the NATION agree that such determination and verification shall be the sole responsibility of the NATION and is not subject to review or approval by the BOARD.

II. TERM OF AGREEMENT

This Agreement shall become effective commencing upon the most recent date of signature by both parties and shall terminate upon written notice by either party in accordance with Section VII.

III. ADMINISTRATION OF THE AGREEMENT

- A. The BOARD and the NATION will each designate and notify the other of a liaison to work cooperatively to implement the terms of this Agreement. The liaison for the BOARD shall be the Director of Indian Education, Utah State Office of Education or the Educator Licensure Coordinator, Utah State Office of Education. The liaison for the NATION shall be the Program Director, Office of Diné Culture, Language & Community Services, Division of Diné Education.
- B. The NATION agrees that its verification pursuant to this Agreement is one of several requirements an applicant for a District-Specific Competency-Based License with Diné Language and Culture Endorsement must meet. See Section III. (D)(1). Therefore, the NATION acknowledges that should, and if, an applicant is verified by the NATION but the applicant fails to meet other BOARD licensing requirements, the applicant shall not be issued a license with a Diné Language and Culture Endorsement.
 1. For grades K-12, Board Rule R277-503 (C) shall apply: Applicant shall hold skill certification by Verification in Diné Language and Culture.
- C. The NATION shall perform the following activities pursuant to this Agreement:
 1. The NATION shall develop, establish, and apply standards and criteria to determine and to verify the competence of applicants to teach the Diné language and culture. These standards, criteria, and verifications shall not be subject to review or approval by the BOARD.
 2. The NATION shall develop, establish, and apply a process by which the NATION shall determine and verify an applicant's competence to teach the Diné culture and language as part of the applicant's initial or renewal endorsement pursuant to Section III.(C)(3). This process shall not be subject to review or approval by the BOARD.
 3. Utilizing the process it developed, the NATION shall determine and verify the competence of applicants to teach the Diné language and culture. The NATION shall notify the BOARD'S Professional Licensure Unit with a Verification Notice that documents whether an applicant met the NATION'S standards and criteria or whether the NATION denied verification to the applicant and the reason(s) for the denial. An applicant shall be verified or denied verification based solely on the applicant's meeting, or not meeting, the NATION'S standards and criteria. The verification or denial of

verification by the NATION shall not be subject to approval, review or appeal by the BOARD.

4. Upon receipt of an application request signed by the Utah school district board of education chair or designee and an affirmative Verification Notice of the NATION, the BOARD shall issue a State of Utah District-Specific Competency-Based License with Diné Language and Culture Endorsement R277-503-4 (C); provided that no other grounds exist, as set forth in Section III. (D)(1), for denying licensure to the applicant.
5. The NATION has developed an appeals procedure to be utilized by those applicants who are denied verification by the NATION, and who wish to appeal the denial. The appeals decision by the NATION shall be final and not subject to further appeal or review by the BOARD. This appeals process shall be governed by the laws of the Navajo Nation and any formal adjudication shall proceed in the courts of the Navajo Nation.

D. The BOARD shall perform the following activities pursuant to this Agreement:

1. The BOARD states that an applicant for a District-Specific Competency-Based License with Diné Language and Culture Endorsement must satisfy several requirements. Should an applicant fail to satisfactorily meet any of the requirements, he/she shall be denied licensure.
 - a. Submission of an Educator License application and payment of an educator licensure application fee;
 - b. Submission of an affirmative Verification Notice that has been issued by the NATION;
 - c. Satisfaction of a criminal background check as required by Utah Code 53A-3-411;
 - d. Assurance that the applicant has no violations of the Code of Professional Responsibility of the Education Professional as required by Board Rule 686-103;
 - e. Assurance that the applicant has not had an educator license denied under Board Rule 686-104; and
 - f. Assurance that the applicant has not had a suspension or revocation of any educator license.
2. The BOARD shall permit an applicant whose application for an initial license has been denied pursuant to Section III. (D) with the exception of (D)(1)(b) to request a hearing before a designee of the BOARD. The BOARD shall not accept any appeals by applicants who seek to challenge the NATION'S failure to verify their competence to teach the Diné language and culture.
3. The scope of any hearing, as determined by the BOARD'S designee, shall be limited to written or face-to-face review of whether the applicant satisfied the criteria in Section III (D) (1) except for III (D) (1) (b).

IV. RENEWAL OF VERIFICATION

- A. The NATION shall apply the standards and criteria used to determine initial verification to renewal verification when an individual is applying for a verification renewal of the Diné Language and Culture. The NATION'S standards and criteria for renewal verification are not subject to review or approval by the BOARD.
- B. The NATION shall follow the same process for renewal verification that it follows for initial verification. The NATION shall notify the BOARD whether an individual who applied for renewal verification was verified or denied verification. The NATION'S renewal verification, or denial, is not subject to review or approval by the BOARD.
- C. Upon the BOARD'S receipt of the NATION'S affirmative Verification Notice, the BOARD shall proceed with its renewal of certification process subject to the individual satisfying all other applicable certification criteria. If, however, the NATION notifies the BOARD that an individual was denied renewal verification, the BOARD shall cancel the District-Specific Diné Language and Culture license for that individual.
- D. An individual who has been denied renewal verification by the NATION may appeal the denial as provided for in Section III (C) (5). An appeal on criteria other than Section III (D) (1) (b) may be made to the BOARD as provided for in Section III (D).

V. TECHNICAL ASSISTANCE

The BOARD shall work cooperatively with the NATION to provide technical assistance regarding standards and criteria to determine and to verify the competence of persons to teach the Diné language and culture. Such technical assistance will be provided according to the availability of the BOARD resources.

VI. MAINTENANCE OF RECORDS

The NATION agrees to maintain, store, and safeguard all records relating to the determination and verification of persons' competence to teach the Diné language and culture according to the NATION'S standards and criteria. The NATION agrees to permit inspection of these records by the Director of Indian Education, Utah State Office of Education, or designee, for appropriate purposes.

VII. TERMINATION OF AGREEMENT

Either party may terminate the Agreement upon sixty (60) days written notice to the other party. By such termination, the party remains responsible for obligations incurred prior to the effective termination date. Termination of the Agreement shall not operate to negate licenses issued pursuant to the Agreement.



VIII. AMENDMENT TO AGREEMENT


This Agreement shall not be altered, modified or amended except by an instrument in writing executed by the parties hereto.

IX. INTEGRATION OF AGREEMENT

This Agreement incorporates all of the agreements, covenants and understandings between the parties concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this Agreement. No prior, simultaneous, verbal or written agreements, covenants or understandings shall be valid and enforceable unless contained and incorporated into this Agreement.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT as of the most recent date of both signatures appearing below.

THE NAVAJO NATION

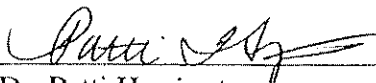


The Honorable Joe Shirley, Jr.
OFFICE OF THE PRESIDENT
The Navajo Nation
P. O. Box 9000
Window Rock, Arizona 86515

OCT 12 2005

Date

**STATE OF UTAH
UTAH STATE DEPARTMENT OF EDUCATION**



Dr. Patti Harrington
State Superintendent of Public Instruction
Utah State Department of Education
250 E, 500 South
P. O. Box 144200
Salt Lake City, Utah 84114-4200

10-20-05

Date