

Cippy CrazyHorse
Governor

J. Leroy Arquero
Lt. Governor



Andrew Quintana
Treasurer

P.O. Box 70
255 Cochiti Street
Cochiti Pueblo, NM 87072-0070
PH# (505) 465-2244 FAX# (505) 465-1135

MEMORANDUM OF AGREEMENT

THIS AGREEMENT is made and entered into by the New Mexico State Public Education Department, hereinafter referred to as the "NMPED" and the Pueblo of Cochiti hereinafter referred to as the "Pueblo of Cochiti".

WHEREAS, the NMPED recognizes the unique role and sovereignty of the Pueblo of Cochiti in establishing standards and criteria for, and determining competency of, persons seeking certification in Native American Language and Culture, K-12;

NOW, THEREFORE, the NMPED and the Pueblo of Cochiti do hereby agree as follows:

I. SCOPE OF AGREEMENT

The NMPED and the Pueblo of Cochiti desire to effectuate an agreement whereby the Pueblo establishes standards and criteria for determining and verifying competencies that lead to the issuance by the NMPED of Native American Language and Culture certification pursuant to its rule governing *Certification in Native American Language and Culture, K-12*.

II. EFFECTIVE DATE AND TERM

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 Paragraph V.

III. AMENDMENT

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

IV. ADMINISTRATION OF AGREEMENT

- A. The NMPED and the Pueblo of Cochiti will each designate and notify the other of a liaison to work cooperatively to implement the terms of this Agreement. The liaison

for the NMPED shall be Ms. Nancy R. Martine Alonzo, Assistant Secretary of Education for Indian Education.

- B. The Pueblo of Cochiti acknowledges that its verification pursuant to this Agreement does not ensure that an individual will be certified pursuant to the NMPED rule governing Certification in Native American Language and Culture, K-12. In addition to the verification by the Pueblo of Cochiti, applicants must comply with all provisions of 6.60.7 NMAC (*Educator Licensure Application Fee*), 6.60.8 NMAC (*Background Checks*), and 6.60.9 NMAC (*Code of Professional Responsibility of the Education Profession, Standards of Professional Conduct*).
- C. The Pueblo of Cochiti will perform the following activities pursuant to this Agreement:
1. The Pueblo of Cochiti shall develop and maintain standards and criteria for determining competency to teach the language and culture of the Pueblo of Cochiti. These standards, criteria and competencies shall not be subject to review and approval by the NMPED.
 2. The Pueblo of Cochiti shall develop a process to determine a candidate's competency in the initial or continuing certification in Native American Language and Culture. Such process shall not be subject to review and approval by the NMPED.
 3. The Pueblo of Cochiti shall evaluate individuals seeking certification in Native American Language and Culture, and will provide in writing to the Professional Licensure Unit of the NMPED, either verification that the applicant meets the standards and criteria developed by the Pueblo of Cochiti, or a denial of verification and the reason(s) for the denial. The verification or denial will be based solely on the applicant's meeting the standards and criteria established by the Pueblo of Cochiti, or failure to meet those standards and criteria. The verification or denial of verification by the Pueblo of Cochiti shall be final and not subject to appeal to or review by the NMPED.
 4. Upon receipt of written verification from the Pueblo of Cochiti that an individual has met the standards of competence and language proficiency required for certification, the NMPED shall issue a Level 1, 3-year certification in Native American Language and Culture to that individual; provided that, no other grounds or cause exist, as set forth in Paragraph IV D below, for denying issuance of the certification.
 5. The Pueblo of Cochiti shall develop an appeal procedure for individuals whose verification of meeting the Pueblo's standards and criteria has been denied. The decision of the Pueblo of Cochiti shall be final and not subject to further appeal to or review by the NMPED.

6. Within 30 days of the effective date of this MOA, the Pueblo of Cochiti shall file with the NMPED either a detailed summary of its appeal procedure, an outline of the procedure, or a copy of the actual written procedure.

D. The NMPED will perform the following activities pursuant to this Agreement:

1. The NMPED shall permit an individual whose application for initial or renewed certification has been denied pursuant to Paragraphs IV D, 2 and 3 below, to request a hearing before the NMPED. The NMPED shall not entertain any appeals based upon the Pueblo's determination that the applicant has failed to meet standards and criteria for language and culture.
2. The scope of any hearing held by NMPED shall be limited to:
 - (a) the Pueblo's use or failure to use its own appeal procedure in denying initial or renewed verification that a person has met the Pueblo's standards and criteria;
 - (b) nonpayment of the NMPED's application fee pursuant to 6.60.7 NMAC (*Educator Licensure Application Fee*),
 - (c) failure to submit to or clear a background check pursuant to 6.60.8 NMAC (*Background Checks*),
 - (d) engaging in behavior that violates 6.60.9 NMAC (*Code of Professional Responsibility of the Education Profession, Standards of Professional Conduct*),
 - (e) engaging in behavior that violates 6.68.3 NMAC (*Suspension or Revocation of a License Held by a Licensed School Individual*), and
 - (f) engaging in behavior that violates 6.68.2 NMAC (*Denial of Applications for Licenses for School Personnel*).
3. Any hearing held before the NMPED under this MOA shall be conducted pursuant to the *Uniform Licensing Act* [Sections 61-1-1 through 61-1-31, NMSA 1978].

V. RENEWAL OF CERTIFICATE

The Pueblo of Cochiti shall develop and maintain standards and criteria for determining a person's eligibility to receive issuance of renewed certification to teach the language and culture of the Pueblo of Cochiti. These standards, criteria and competencies for renewed certification shall not be subject to review and approval by the NMPED. The Pueblo of Cochiti shall follow the same process for reviewing a person's eligibility to receive issuance of renewed certification as is described in Paragraph IV C above. The NMPED shall perform the same functions as set forth in paragraph IV D above. Any renewed certification issued by the NMPED shall be at Level 2 and be for a period of nine (9) years.

VI. TECHNICAL ASSISTANCE

The NMPED will work cooperatively with the Pueblo of Cochiti to provide technical assistance regarding standards and criteria for certification. Technical assistance will be provided according to the availability of NMPED resources.

VII. TERMINATION OF AGREEMENT

Either party hereto, upon thirty (30) days written notice to the other party, may terminate this Agreement. By such termination, neither party may nullify obligations incurred prior to the effective date of the termination. Termination of the agreement shall not operate to negate certification issued pursuant to the Agreement.

VIII. INTEGRATION OF AGREEMENT

This Agreement incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall become valid or enforceable unless contained in this Agreement.

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

THE PUEBLO OF COCHITI

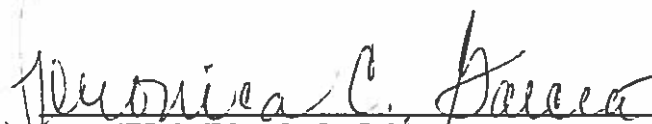


CIPPY CRAZYHORSE
GOVERNOR

10/11/06

DATE

**STATE OF NEW MEXICO
PUBLIC EDUCATION DEPARTMENT**



DR. VERONICA C. GARCIA
SECRETARY OF EDUCATION

10/30/06

DATE

Sam Arquero
Governor

Marcus Chalan
Lt. Governor



Andrew Quintana
Treasurer

P.O. Box 70
255 Cochiti Street
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PH# (505) 465-2244 FAX# (505) 465-1135

**Memorandum of Understanding
Between
Pueblo de Cochiti And Bernalillo Public Schools**

Introduction

Since 1995, Pueblo de Cochiti has been working to develop a viable language program that would address the Keres language shift that has been occurring among younger generations. The Cochiti Tribal Council has mandated that all Cochiti children be enrolled in the Keres language classes. The Tribal Council adopted a resolution for the teaching of the Keres language in the public school setting (attached).

The primary goal of the language program is to graduate fluent Cochiti speakers of the Keres language. The 1997 Tribal Resolution guiding principles that shape Keres language teaching are as follows:

1. Cochiti Keres language will be taught exclusively to Cochiti students, in keeping with protecting cultural property rights of the Pueblo.
2. Cochiti Keres language will not be written.
3. Immersion techniques, which include the principle of NO ENGLISH in the classroom, will be utilized.

The Keres language classes in the Bernalillo Public Schools are a part of a larger effort by the tribe to revitalize the use of Cochiti Keres in the daily and ceremonial activities in the community. As such, the methodologies and curriculum are set by the Tribe and followed by all Keres language teachers. All matters regarding final decisions on Keres language instruction will belong to Pueblo de Cochiti.

Pueblo de Cochiti

The Keres language of Pueblo de Cochiti plays a critical role in all aspects of traditional life in the community. The language is endangered and in response the Pueblo has initiated language revitalization programs in the village as well as in school. In order to continue working cooperatively with the Bernalillo Public Schools, Pueblo de Cochiti agrees to provide the following:

- Training for Cochiti Keres language teachers in immersion methods and techniques.
- Keres cultural and linguistic training for Bernalillo Public School teachers and administrators.

- A culturally appropriate curriculum.
- Permission or denial for use of photos, recordings and other language materials by outsiders.
- Coordination and integration with the community language programs and other tribal entities.
- Consistent lines of communication with the school district.
- Supervision and evaluation of Cochiti language teachers working in the public school setting.
- Cochiti language teachers who will collaborate and follow the policies and procedures of the Bernalillo Public Schools.
- Substitute teachers for the Keres language program and inform principals when teachers will be absent.
- Decisions on matters of curriculum, methodology and hiring for the Keres language program.
- Final say so on the criteria that is used in the alternative licensure of the Keres language teachers.
- Determination for the success or failure of the language program.

Bernalillo Public Schools

The Bernalillo Public Schools mission is committed to prepare each student to become a life-long learner through the partnership of family, community and school. The Bernalillo Public Schools agrees to provide the following:

- Incorporation of the Keres language programs into the overall academic structure of the schools.
- Viable classrooms and other school facilities for the language program.
- Funding for classroom materials, supplies, fieldtrips, training and other needs identified by the language teachers.
- Training for procurement of materials and other services for the Keres language program.
- A supportive and encouraging environment for the Keres language learning.
- Supervision of personnel in the daily operation of the Keres language classes at the schools.
- Mandatory training for all teachers and administrators on the cultural and linguistic needs of Cochiti students.

Pueblo de Cochiti and Bernalillo Public Schools

Both entities agree to the following:

- The Pueblo Governor's Office and the Superintendent and Principals will address issues that exceed the responsibilities of the Keres classroom teachers.
- The Tribe and the district will provide Keres language teachers separate in-service training during in-service days when needed.

- Each year, the Cochiti Governor's Office and the Bernalillo Public School Administrators will review the progress of the Keres Language Program early in the calendar year.
- The Keres language staff and the school staff will develop schedules, budgets and other needs affecting the Keres language programs in the schools.
- The Cochiti Governor and the Bernalillo Public School Superintendent will review this Memorandum of Understanding periodically and revise it as needed.
- Pueblo de Cochiti and the Bernalillo Public Schools will strive towards the New Mexico certification of the Keres language teachers.

The following signatures by both parties indicate the consensus of terms in the Memorandum of Understanding:

Sam Ar
 Sam Arquero, Governor
 Pueblo de Cochiti
 8/31/04
 Date

for John Ryan
 Dr. Gary Dwyer, Superintendent
 Bernalillo Public Schools
 9/08/04
 Date



STATE OF NEW MEXICO
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BILL RICHARDSON
GOVERNOR

DR. VERONICA C. GARCIA
SECRETARY OF EDUCATION

DR. CATHERINE CROSS MAPLE
DEPUTY CABINET SECRETARY

NANCY MARTINE-ALONZO
ASSISTANT SECRETARY

November 1, 2006

Honorable Governor Cippy Crazyhorse
Pueblo de Cochiti
255 Cochiti Street P.O. Box 70
Cochiti Pueblo, NM 87072-0070

Dear Governor Crazyhorse:

CONGRATULATIONS! The Public Education Department is please to inform you that the Memorandum of Agreement (MOA) with the Pueblo de Cochiti has been signed by the Secretary of Education Dr. Veronica C. García. Enclosed is a copy of the MOA for the Certification in Native American Language and Culture, K-12. If you have any questions, please feel free to contact our office (505) 827-6679.

Sincerely,

A handwritten signature in cursive script that reads "Nancy Martine-Alonzo" followed by a stylized initial "JA".

Nancy Martine-Alonzo
Assistant Secretary of Education
for Indian Education

Enclosures (1)

cc: Dr. Veronica C. García, Secretary of Education
Dr. Cross Maples, Deputy Secretary of Accountability and Learning
Barbara Alvarez, Program Manager, Indian Education Division

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