

MEMORANDUM OF AGREEMENT

THIS AGREEMENT is made and entered into by the New Mexico State Board of Education hereinafter referred to as the "State Board" and the Jicarilla Apache Nation.

WHEREAS, the State Board recognizes the unique role of the Jicarilla Apache Nation in establishing standards and criteria for, and determining competency of, persons seeking Certification in Native American Language and Culture, K-12;

NOW, THEREFORE, the State Board and the Jicarilla Apache Nation, do hereby agree as follows:

I. SCOPE OF AGREEMENT

The State Board and the Jicarilla Apache Nation desire to effectuate an agreement whereby the Jicarilla Apache Nation establishes standards and criteria for determining and verifying competencies and to establish a process for issuance of Native American Language and Culture certification pursuant to the rule of the State Board of Education governing Certification in Native American Language and Culture, K-12.

II. EFFECTIVE DATE AND TERM

This Agreement shall become effective commencing upon 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 State Department of Education and the Jicarilla Apache Nation will each designate and notify the other of a liaison to work cooperatively to implement the terms of this Agreement.
- B. The Jicarilla Apache Nation acknowledges that its verification pursuant to this Agreement does not ensure that an individual will be certified pursuant to the State Board of Education rule governing Certification in Native American Language and Culture, K-12. In addition to the verification by the Jicarilla Apache Nation, applicants must comply with all provisions of 6.60.7 NMAC (Educator Licensure Application Fee), 6.60.8 NMAC (Background Checks), and 6.60.9.9 NMAC (Code of

Professional Responsibility of the Education Profession, Standards of Professional Conduct).

- C. The Jicarilla Apache Nation will perform the following activities pursuant to this Agreement:
1. The Jicarilla Apache Nation will develop and maintain standards and criteria for determining competency to teach the language and culture of the Jicarilla Apache Nation. The standards and criteria developed by the Jicarilla Apache Nation will include an applicant's demonstrated:
 - a. *ability to communicate by speaking, and, as appropriate, reading and writing Jicarilla Apache with fluency and accuracy.*
 - b. *ability to develop drills and exercises that develop student awareness of the structure of Jicarilla Apache.*
 - c. *ability to guide students toward informal conversation in Jicarilla Apache.*
 - d. *knowledge and understanding of the history and culture of the Jicarilla Apache Nation.*
 - e. *ability to recognize, or have knowledge of the principles of, child, young adolescent, or adolescent growth and development and the relationship to teaching Jicarilla Apache at the elementary, middle, or secondary level.*
 - f. *ability to use teaching methods appropriate to the culture of the Jicarilla Apache Nation.*
 - g. *ability to plan and organize instructional materials, units, and lessons designed to instruct students K-12 in the use of Jicarilla Apache and in the history and cultural traditions of the Jicarilla Apache Nation*
 2. The Jicarilla Apache Nation will develop a process for determining if a candidate for initial or continuing certification in Native American Language and Culture has met the standards of competence and language proficiency required for certification.
 3. The Jicarilla Apache Nation will evaluate individuals seeking certification in Native American Language and Culture for the Jicarilla Apache Language and will provide on a form acceptable

to the Professional Licensure Unit of the State Department of Education, either a verification that the applicant meets the standards and criteria developed by the Jicarilla Apache Nation, or a denial of certification and the reason(s) for the denial. The verification or denial will be based solely on the applicant's meeting the standards and criteria or failure to meet the standards and criteria.

4. REVIEWS-RECONSIDERATIONS-FORMAL HEARING-APPEAL

- a. Review: If the Jicarilla Apache Nation Cultural Affairs Office or Jicarilla Apache Department of Education denies verification, an applicant seeking review of the denial, shall within seven (7) days of receipt of the denial, file a written request for a review with the Jicarilla Apache Nation Department of Human Resources, and provide a copy of the request for review to the Professional Licensure Unit of the State Department of Education ("Licensure Unit").
- b. Within thirty (30) days of the Licensure Unit's receipt of the request for a review, the liaisons designated by the Department and the Jicarilla Apache Nation will meet with the applicant and review the reason(s) for the denial. At the sole discretion of the liaisons, such meeting may be accomplished by telephone.
- c. Reconsideration: After the meeting, the liaisons will determine whether the particulars provided by the applicant support[s] or fail[s] to support a conclusion that the applicant meets the standards and criteria. The liaison designated by the Jicarilla Apache Nation shall immediately submit the application back to the Jicarilla Apache Cultural Affairs Office or the Jicarilla Apache Department of Education for reconsideration with a recommendation to either issue or not issue the verification. Any such recommendation shall be based on the judgment of both liaisons. If the liaisons cannot agree, that fact shall be reported to the Jicarilla Apache Nation, who may take this information into consideration in reaching its final decision.
- d. After reconsideration, the Jicarilla Apache Nation will advise the applicant and the Licensure Unit of its decision, including, when it decides that its denial should be upheld, an explanation of the specific standard(s) and criteria that the applicant has not met.

- e. **Formal Hearing:** Upon the Licensure Unit's receipt of a decision from the Jicarilla Apache Nation upholding its denial of the certificate, the Uniform Licensing Act [Sections 61-1-1 to 61-1-33 of New Mexico Statutes Annotated-1978] shall apply. The State Board of Education, acting through the Licensure Unit, shall promptly prepare and issue to the applicant, a Notice of Contemplated Action. If the applicant requests a hearing within twenty (20) days after being served the Notice of Contemplated Action, he/she shall be entitled to a hearing before the State Board of Education through its hearing officer. In no event shall the State Board of Education make a final decision in the matter greater than 90 days after the hearing.
 - f. **Court Appeal:** Pursuant to Section 61-1-17 of the Uniform Licensing Act, an applicant aggrieved by a decision of the State Board of Education, may, within 30 days, obtain a judicial review of the decision in a district court as provided by Section 39-3-1.1 of New Mexico Statutes Annotated-1978.
5. Pursuant to Section 6.63.14.10 NMAC of the State Board's rule entitled "Certification in Native American Language and Culture, K-12," the process for verifying a certificate holder's renewal of his/her certificate must be carried out in collaboration with the superintendent of the school district that employed the certificate-holder. The Jicarilla Apache Nation will develop and maintain standards and criteria for verifying a person's competency for issuance of a renewed certificate to teach the language and culture of the Jicarilla Apache Nation. The requirements of this paragraph may be satisfied by the local school district superintendent's designation of a school district employee or, after consultation with the Jicarilla Apache Nation, designation of an individual recommended by the Jicarilla Apache Nation, to observe the certificate-holder in a classroom. The designated observer will provide a written recommendation as to the certificate-holder's competency to teach the language and culture of the Jicarilla Apache Nation. In the event that a certificate-holder is not provided a recommendation as to his/her competency to receive a level 2 certificate, upon complaint or notification to the Licensure Unit, the procedures set forth at Section 11 of State Board rule 6.68.2 NMAC entitled "Denial of Applications for Licenses for School Personnel" shall apply.
- D. The Department will work cooperatively with the Jicarilla Apache Nation to provide technical assistant regarding standards and criteria for

certification. The technical assistance will be provided in a manner consistent with available Department resources.

V. 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 certifications issued pursuant to the Agreement.

VI. 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 embodied in this Agreement.

VII. MAINTENANCE OF RECORDS

The Jicarilla Apache Nation agree to maintain, store, protect and safeguard records setting forth the standards and criteria and process used as the basis for the verification, and records of all applicants for certification and the disposition of each application. The Jicarilla Apache Nation shall maintain the records for a period of time equal to the duration of the period of the certification. The Jicarilla Apache Nation agrees to permit inspection of the records by the State Superintendent of Public Instruction or his designee.

JICARILLA APACHE NATION




CLAUDIA J. VIGIL-MUNIZ
PRESIDENT

09/08/03

DATE

STATE BOARD OF EDUCATION



DONOVAN GOMEZ
SECRETARY

9/6/03

DATE