

## 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 Ohkay Owingeh (formerly the Pueblo of San Juan) hereinafter referred to as "Ohkay Owingeh."

WHEREAS, the NMPED recognizes the unique role and sovereignty of Ohkay Owingeh 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 Ohkay Owingeh do hereby agree as follows:

### I. SCOPE OF AGREEMENT

The NMPED and Ohkay Owingeh desire to effectuate an agreement whereby Ohkay Owingeh 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 Ohkay Owingeh 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. Penny Bird, Assistant Secretary of Education for Indian Education.
- B. Ohkay Owingeh 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 Ohkay Owingeh, 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. Ohkay Owingeh will perform the following activities pursuant to this Agreement:

1. Ohkay Owingeh shall develop and maintain standards and criteria for determining competency to teach the language and culture of Ohkay Owingeh. These standards, criteria and competencies shall not be subject to review and approval by the NMPED.
2. Ohkay Owingeh 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. Ohkay Owingeh 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 Ohkay Owingeh 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 Ohkay Owingeh, or failure to meet those standards and criteria. The verification or denial of verification by Ohkay Owingeh shall be final and not subject to appeal to or review by the NMPED.
4. Upon receipt of written verification from Ohkay Owingeh 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. Ohkay Owingeh shall develop an appeal procedure for individuals whose verification of meeting Ohkay Owingeh's standards and criteria has been denied. The decision of Ohkay Owingeh 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, Ohkay Owingeh 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 Ohkay Owingeh'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) Ohkay Owingeh's use or failure to use its own appeal procedure in denying initial or renewed verification that a person has met the Ohkay Owingeh'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

Ohkay Owingeh 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 Ohkay Owingeh. These standards, criteria and competencies for renewed certification shall not be subject to review and approval by the NMPED. Ohkay Owingeh 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 Ohkay Owingeh 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 continued in this Agreement.

IX. MAINTENANCE OF RECORDS

Ohkay Owingeh agrees to maintain, store, protect and safeguard records setting forth Ohkay Owingeh standards and criteria for verifying competencies described in Paragraph IV C above. Ohkay Owingeh agrees to permit inspection of these standards and criteria by the Secretary of Education or her/his designee.

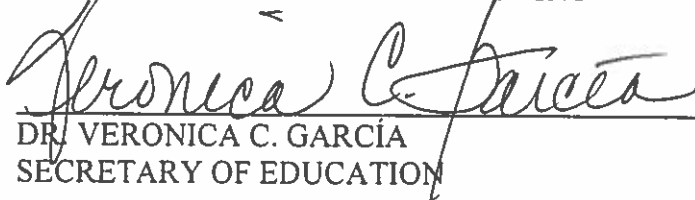
IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS Agreement as of the most recent date of both signatures appearing below.

OHKAY OWINGEH

  
\_\_\_\_\_  
Joe A. Garcia, Governor

12/28/05  
DATE

STATE OF NEW MEXICO  
PUBLIC EDUCATION DEPARTMENT

  
\_\_\_\_\_  
DR. VERONICA C. GARCÍA  
SECRETARY OF EDUCATION

1-17-06  
DATE



OHKAY OWINGEH  
PO Box 1099  
Ohkay Owingeh, New Mexico 87566  
(505) 852-4400

RESOLUTION TO SUPPORT AND ADVOCATE THE CREATION OF A  
TEWA LANGUAGE PROGRAM  
OHKAY OWINGEH TRIBAL COUNCIL RESOLUTION NO. 2005- 51

WHEREAS, the Ohkay Owingeh has recognized Tribal sovereignty and the continued need for the maintenance and protection of the traditional Tewa language

WHEREAS, the Ohkay Owingeh Tribal Council recognizes the Pueblo has important cultural attributes that merit more specific skills, attention, and management; which can only be found within the Tribe's community

WHEREAS, the Ohkay Owingeh Tribal Council recognizes that there has been a marked decrease in adequate Tewa instruction in the surrounding public school districts

WHEREAS, the Ohkay Owingeh Tribal Council recognizes and acknowledges the immediate need to create a Tewa Language course within the community to serve students kindergarten through twelfth grade, adults, and elders in the Ohkay Owingeh Community

WHEREAS, the Ohkay Owingeh Tribal Council authorizes the Ohkay Owingeh Department of Education to initiate a Memorandum of Agreement between Ohkay Owingeh and the New Mexico State Public Education Department for Tribal Council Approval


WHEREAS, the Ohkay Owingeh Tribal Council appoints the Education Department as the liaison with the New Mexico State Public Education Department and acknowledges the Tewa Language program as an educational component for all Tribal students to receive "language credits" as dictated by the New Mexico Public Education Department and the local public school systems

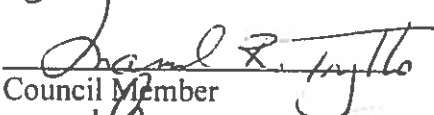
NOW THEREFORE BE IT RESOLVED THAT at a duly called Ohkay Owingeh Tribal Council meeting, the Tribal Council intends to create and successfully implement a Tewa Language Program at the Ohkay Owingeh Community Library

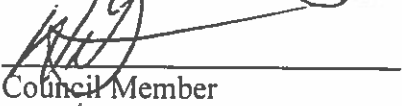
CERTIFICATION

The foregoing Resolution was considered and adopted by the Ohkay Owingeh (San Juan Pueblo) Tribal Council at a duly called meeting held on the 28<sup>th</sup> day of December 2005, at which a quorum was established by a vote of 13 in favor and 0 opposed, 3 absent.

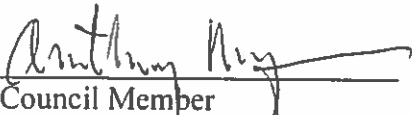
  
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Joe A. Garcia, Governor

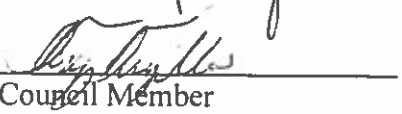
  
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Joe Duran, 2<sup>nd</sup> Lt. Governor

  
\_\_\_\_\_  
Council Member

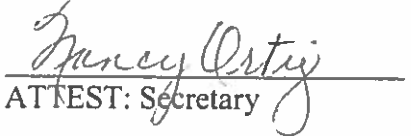
  
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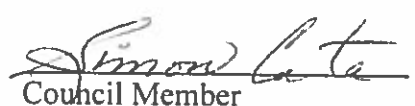
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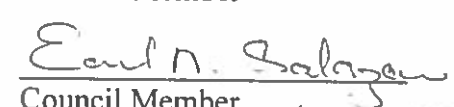
  
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ATTEST: Secretary

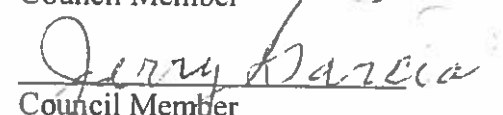
  
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Peter Cata, 1<sup>st</sup> Lt. Governor

  
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Adrian Montoya, Tribal Sheriff

  
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Council Member

  
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OHKAY OWINGEH  
Department of Education  
PO Box 1269  
Ohkay Owingeh, New Mexico 87566  
(505) 852-3477

December 29, 2005

New Mexico Public Education Department  
Ms. Penny Bird  
300 Don Gaspar  
Santa Fe, NM 87501

Dear Ms. Bird:

Attached please find:

1. Ohkay Owingeh Resolution to Support and Advocate the Creation of a Tewa Language Program (Resolution Number 2005-51)
2. Memorandum of Agreement between the NMPED and Ohkay Owingeh

It is our intent to create a Tewa Language program at the Ohkay Owingeh Community Library. Due to current circumstances at the Local Education Agencies, there is a critical need of urgency to begin this program as soon as possible.

As I discussed with Stephanie this morning, I am hand delivering the MOA; I understand you will be out of town until January 5, 2006. I will be away from the office until January 11, 2006; please contact Governor Garcia or Elviria Aquino in my absence with any questions or concerns.

Stephanie also explained to me that after your review, the Council will have to review the MOA for approval. We very much appreciate your immediate attention to this matter.

Thank you in advance for your help!

Sincerely,

Christy Sturm  
Executive Director of Education