

Pueblo of Tesuque
Route 42 Box 360-T
Santa Fe, New Mexico 87506

MEMORANDUM OF AGREEMENT

THIS AGREEMENT is entered into by the State of New Mexico Public Education Department, hereinafter referred to as the “NMPED” and the Pueblo of Tesuque, hereinafter referred to as the “*Pueblo*”.

WHEREAS, the NMPED recognizes the sovereignty of the *Pueblo* in establishing standards and criteria for determining competency of persons seeking a certification in Native American Language and Culture, Pre K through 12, for purposes of providing instruction in New Mexico Public Schools.

NOW, THEREFORE, the NMPED and the *Pueblo* agree as follows:

I. SCOPE OF AGREEMENT

The NMPED and the *Pueblo* desire to enter into an agreement whereby the *Pueblo* establishes standards and criteria for determining and verifying competencies that lead to the issuance by the NMPED of a Native American Language and Culture certification (“NALC certification”) for pre-K-12, pursuant to its rule governing *Certification in Native American Language and Culture, Pre 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 VII.

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* will each designate and notify the other of a liaison to work in cooperation to implement the terms of this Agreement. The liaison for the NMPED shall be the Assistant Secretary of Education for Indian Education. The liaison for the *Pueblo* shall be the Tewa Language Program Manager.
- B. The *Pueblo* 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 Pre K-12. In addition to the verification by the *Pueblo*, applicants must comply with all provisions pursuant to 6.60.7 NMAC (Educator *Licensure Application Fees*), 6.60.8 NMAC (*Background Checks*), and 6.60.9 NMAC (*Code of Professional Conduct*).
- C. The *Pueblo* will perform the following activities pursuant to this Agreement.
1. The *Pueblo* shall develop and maintain standards and criteria for determining competency to teach the language and culture of the *Pueblo*. These standards, criteria and competencies shall not be subject to review and approval by the NMPED.
 2. The *Pueblo* shall develop a process to determine a candidate's competency in the initial interview for the NALC certification. Such process shall not be subject to review and approval by the NMPED.

3. The *Pueblo* shall evaluate individuals seeking certification for the NALC certification 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* 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*, or failure to meet those standards and criteria. The verification or denial of verification by the *Pueblo* shall be final and not subject to appeal to or review by the NMPED.
4. Upon receipt of written verification from the *Pueblo* that an individual has met the standards of competence and language proficiency required for the NALC, the NMPED shall issue a Level 1, 3-year NALC certification to that individual; and upon completion of the Level 1,3-year certification, the applicant may apply for Level 2, 9-year certification based upon approval by the Tewa Language program Manager.
5. The *Pueblo* 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* shall be final and not subject to further appeal to or review by the NMPED.
6. Within thirty (30) days of the effective date of this MOA, the *Pueblo* 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.

1. The NMPED shall permit an individual whose application for initial or renewed NALC certification has been denied pursuant to Paragraph 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* 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*).
 - (f) Engaging in Behavior that violates 6.68.2 NMAC (*Denial of Application 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 NALC CERTIFICATE;

The *Pueblo* shall develop and maintain standards and criteria for determining candidate's eligibility to receive issuance of renewed certification to teach the language and culture of the *Pueblo*. These standards, criteria and competencies for renewed certification shall not be subject to review and approval by the NMPED. The *Pueblo* 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 (9) years.

VI. TECHNICAL ASSISTANCE

The NMPED will work cooperatively with the *Pueblo* 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

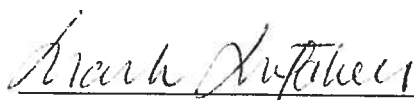
This Agreement incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreements or understandings, verbal or otherwise,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

IX. MAINTENANCE OF RECORDS

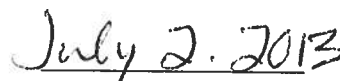
The *Pueblo* agrees to maintain, store, protect and safeguard records setting forth the *Pueblo's* standards and criteria for verifying competencies described in Paragraph IV C above. The *Pueblo* agrees to permit inspection of these standards and criteria by the Secretary of Education or his /her designee.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS Agreement as of the signatures and dates for the parties appearing below.

THE PUEBLO OF TESUQUE



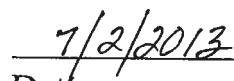
Mark Mitchell, Governor



Date

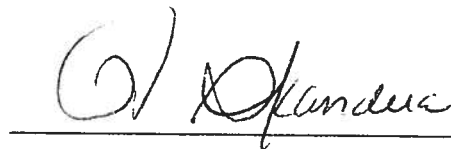


Earl Samuel, Lt Governor

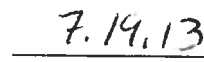


Date

**STATE OF NEW MEXICO
PUBLIC EDUCATION DEPARTMENT**



Hanna Skandera
SECRETARY OF EDUCATION



Date