

MEMORANDUM OF AGREEMENT

This AGREEMENT is made and entered into by the New Mexico State Public Education Department, hereinafter referred to as the “DEPARTMENT” and the Pueblo of _____, hereinafter referred to as the “PUEBLO.”

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

NOW, THEREFORE, the DEPARTMENT and the PUEBLO do hereby agree as follows:

I. SCOPE OF AGREEMENT

The DEPARTMENT and the PUEBLO desire to execute an agreement whereby the PUEBLO establishes standards and criteria for determining and verifying competencies that lead to the issuance by the DEPARTMENT of Native American Language and Culture certification pursuant to Rule 6.63.14 NMAC, *Certification in Native American Language and Culture, K-12*.

II. EFFECTIVE DATE AND TERM

This Agreement shall become effective upon signature by both parties and shall terminate on July 1, 2025, unless terminated pursuant to Article V, *infra*.

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 DEPARTMENT and the PUEBLO _____ will designate and notify a liaison to work cooperatively to implement the terms of this Agreement.
- B. The PUEBLO acknowledges that its verification pursuant to this Agreement does not ensure that an individual will be certified pursuant to the Rule 6.63.14 NMAC, Certification in Native American Language and Culture, K-12.
- C. The PUEBLO shall perform the following activities pursuant to this Agreement:
 1. 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 DEPARTMENT, and shall include:

- a. *ability to communicate by speaking, and, as appropriate, reading and writing with fluency and accuracy;*
 - b. *ability to develop drills and exercises that develop student awareness of the structure of the native language;*
 - c. *ability to guide students toward informal conversation;*
 - d. *knowledge and understanding of the history and culture;*
 - e. *ability to recognize, or have knowledge of the principles of, child, young adolescent, or adolescent growth and development and the relationship to teaching at the elementary, middle, or secondary level;*
 - f. *ability to use teaching methods appropriate to the culture;*
 - g. *ability to plan and organize instructional material, units, and lessons designed to instruct students K-12 in the use of _____ and in the history and cultural traditions of the PUEBLO;*
2. 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 DEPARTMENT;
 3. Evaluate individuals seeking certification in Native American Language and Culture, and provide, in writing, to the Professional Licensure Unit of DEPARTMENT, either verification that the applicant meets the standards and criteria developed by the PUEBLO, or a denial of certification and the reason(s) for the denial. The verification or denial will be based solely on the applicant's demonstrated ability to meet the standards and criteria established by the PUEBLO. The verification or denial of certification by the PUEBLO shall be final and not subject to appeal to or review by the DEPARTMENT;
 4. Develop an appeal procedure for individuals whose certification has been denied. The decision of the CONTRACTOR PUEBLO shall be final and not subject to further appeal or review by the DEPARTMENT.
 5. Within 30 days of the effective date of this MOA, file with the DEPARTMENT either a detailed summary of its appeal procedures, an outline of the procedures, or a copy of the actual written procedures.
 6. Provide Pueblo-language-certified teachers with appropriate professional development at least annually.

D. The DEPARTMENT shall:

1. Upon receipt of written verification from the CONTRACTOR that an individual has met the standards of competence and language proficiency required for certification, issue a level 1, three-year certification in Native American Language and Culture to that individual, provided that no other grounds or cause exist for denial of certification, as set forth in this Paragraph D of Article IV, for denying certification.
2. Permit an individual whose application for initial or renewed certification has been denied to request a hearing before the DEPARTMENT, provided that the DEPARTMENT 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.
3. Limit the scope of any hearing held by DEPARTMENT 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, with any determination that the PUEBLO's appeal procedures were not followed properly resulting solely in remand to the PUEBLO for reconsideration in compliance with its procedures;
 - b) Nonpayment of the DEPARTMENT'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).
4. Conduct any hearing held before the DEPARTMENT under this Agreement pursuant to the Uniform Licensing Act [Sections 61-1-1 through 61-1-31, NMSA 1978].

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. RENEWAL OF CERTIFICATE

The PUEBLO 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. These standards, criteria and competences for renewed certification shall not be subject to review and approval by the DEPARTMENT. The PUEBLO shall follow the same process for reviewing a person's eligibility to receive issuance of renewed certification as is described in Article IV-C above. The DEPARTMENT shall perform the same functions as set forth in Article IV-D above. Any renewed certification issued by the DEPARTMENT shall be at Level 2 and be for a period of nine (9) years.

VII. TECHNICAL ASSISTANCE

The DEPARTMENT will work cooperatively with the PUEBLO to provide technical assistance regarding standard and criteria for certification. Technical assistance will be provided according to the availability of DEPARTMENT resources.

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 C of Article, *supra*. The PUEBLO 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.

THE PUEBLO OF _____

President/Governor, Pueblo of _____

Date

Dr. Kurt Steinhaus
Secretary of Education
New Mexico Public Education Department

Date