**MEMORANDUM OF UNDERSTANDING   
BETWEEN**

**Northern New Mexico College**

**Department of Teacher Education**

**AND**

**Albuquerque Public Schools**

**PARTIES AND PURPOSE**

Northern New Mexico College - Department of Teacher Education (Program) and Albuquerque Public Schools (LEA), together “the Partnership” are entering into this Memorandum of Understanding (MOU) to improve the preparation opportunities for aspiring teachers through the New Mexico Public Education Department (NMPED) Teacher Residency Initiative, as authorized by the State Legislature through House Bill 13 (HB 13) in 2022 and funded through HB 2 in 2023. The Program and LEA share the State’s goal of improving teaching and learning in the State’s schools through mutual collaboration between preparation programs and LEAs in the preparation of school-embedded residents.

**Purpose of the New Mexico Teacher Residency Program**: The NMPED is committed to building a teacher preparation ecosystem that achieves the following in every school across the state:

* Elimination of staff turnover and shortages
* Increased teacher diversity
* Improved student outcomes during residents’ clinical practice placements
* Elimination of educational inequities across the state, including the documented equity gaps that the Martinez/Yazzie Consolidated Lawsuit established as the state’s responsibility to remedy
* Teachers who are fully certified and well prepared before being hired as teachers of record

**Purpose of the MOU.** The purpose of this MOU is to articulate shared goals for the residency and to specify shared and individual responsibilities of the Program and LEA to plan, implement, and continuously improve a collaborative teacher residency partnership that achieves the State’s goals for teacher residencies.

THE PARTNERSHIP’S COLLABORATIVE GOALS

Working together, the Partnership shall design, implement, and continuously improve a high-quality teacher residency. The Partnership’s collaborative goals include the following:

* Design and implement residencies that adhere to the principles of high-quality residency programs
* Create a shared Partnership space to bring the strengths and expertise of both the LEA and Program to the work of developing strong, effective novice teachers
* Recruit and prepare residents from diverse backgrounds to teach in certification areas that meet LEA hiring needs
* Pursue efforts to increase sustainability and affordability of the teacher residency
* Address the historic inequities that the Martinez/Yazzie decision has documented and called on the State to remedy
* Engage in shared continuous learning to improve the Partnership and residency outcomes

**ROLES AND RESPONSIBILITIES**

**SHARED RESPONSIBILITIES**

The Partnership recognize that strong residencies embrace collaboration, mutual benefit, and recognition of strengths across the Partnership. Accordingly, Program and LEA agree to work together to meet the following shared responsibilities:

1. The Partnership shall maintain an active residency advisory group consisting of Program and LEA leaders, and other constituents as appropriate.
2. The Partnership shall create a residency design that meets NMPED standards for quality. These standards include the following:
   1. Residents work alongside a strong mentor teacher, as defined in statute and/or agreed to by local residency partnerships[[1]](#footnote-1)
   2. Residents are not teachers of record during their residency placements
   3. Residency placements begin and end with the Program academic year
   4. Residency placements offer predictable schedules, with co-teaching alongside an identified mentor teacher as a central activity.
   5. Placements ensure residents work with their mentor teachers across the entirety of the LEA academic year.
3. The Partnership shall co-create a residency recruitment plan that seeks out local community members for immediate enrollment and explores ideas for longer-term development of a teacher workforce that reflects the multicultural landscape of students being served, including gender, race/ethnicity, Indigenous affiliation, language, and exceptionalities.
4. The Partnership shall integrate program curricular requirements, in particular coursework and assessments, into school and district initiatives and residency placement experiences.
5. The Partnership shall provide pre-service co-teaching training to residents and mentors at the start of the academic year. If local expertise in co-teaching training does not exist, the Partnership shall participate in NMPED-supported trainings.
6. The Partnership shall engage in a NMPED-supported workgroup focused on local efforts to increase residency affordability and sustainability.
7. The Partnership shall participate in a NMPED-supported Teacher Residency Community of Practice to share promising ideas and address emerging needs.
8. The Partnership will create mechanisms by which either the LEA or the Program has the right to deny entrance to the residency or placement in a school setting to any candidate who does not meet LEA or Program standards.
9. The Partnership shall ensure residents complete appropriate fingerprinting and background checks before being placed in classrooms and create appropriate procedures for addressing any cases where residents might not meet state or federal employment regulations.
10. The Partnership shall co-develop school selection criteria, mentor selection and development processes, and resident selection and match processes.
11. The Partnership will execute data sharing agreements as needed.

**PROGRAM RESPONSIBILITIES**

The Program shall engage the following activities to ensure the Partnership’s goals are achieved:

1. Appoint a residency director to coordinate efforts and ensure strong communications with LEAs across all Program residencies.
2. Review and revise as needed the structure, scope and sequence of Program course work and staffing to align with the intensive clinical experiences of the residency.
3. Ensure Program faculty and supervisors understand the goals of the Partnership and are able and willing to work collaboratively to achieve the goals.
4. Provide field supervisors who work collaboratively with both mentor teachers and residents to support candidates’ growth and to facilitate integration of Program curriculum with the residency placement.
5. Work with NMPED through its Community of Practice and workgroup efforts to increase program affordability, strengthen data quality and processes, and inform future improvements to the New Mexico Teacher Residency Initiative.

**LEA RESPONSIBILITIES**

The LEA shall engage the following activities to ensure the Partnership’s goals are achieved:

1. Appoint a liaison to the Program’s residency director to coordinate efforts and ensure strong communications with the Program
2. Ensure principals and mentors understand the goals of the Partnership and are able and willing to work collaboratively with Program representatives to achieve the goals
3. Ensure residents’ placements and schedules meet the NMPED standards for residency quality, in particular safeguarding residents’ co-teaching placement time with mentors
4. Work with NMPED through its Community of Practice and workgroup efforts to create sustainability plans for the residency, to strengthen data quality and processes, and to inform future improvements to the New Mexico Teacher Residency Initiative
5. Provide access to appropriate district resources, including but not limited to district technology, curriculum, documents, online resources, internet access, attendance processes, libraries, copier privileges, forms, and other information deemed necessary for successful program engagement and completion.
6. Work with the Program to provide appropriate teacher resident placements that allow the teacher residents to meet all certification requirements
7. Provide the resident and all staff involved in the residency with the planning and professional development time necessary to fully engage with the Partnership’s residency program design.

Commit to making a good-faith effort to provide each teacher resident who has successfully completed the Program, received licensure, and received a supportive recommendation from the school site with a full-time employment offer.

**FUNDING**

No funds are obligated under this MOU. Each Party shall bear the full costs it incurs in performing, managing and administering its responsibilities under this MOU. Activities carried out by each Party in support of this collaborative are to be funded by the respective parties. Nothing contained herein is intended to prohibit either party from seeking and awarding funding available under any other program.

**WARRANTIES**

Neither NNMC nor LEA makes any express or implied warranty as to any matter arising under this Agreement.

**RELEASE OF LIABILITY**

Parties agree that neither party shall be liable to the other for losses, damages (including attorney’s fees, court costs, and consequential damages), detention, delay or failure to perform in whole or in part resulting from causes beyond its control, including but not limited to acts of God, acts or omissions, inability to obtain supplies or meet the requirements of this MOU. Each party agrees that it will be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other party and the results thereof. Each party therefore agrees that it will assume all risk and liability to itself, its agents or employees for any injury to persons or property resulting in any manner from the conduct of its own operations and the operations of its agents or employees under this MOU, and for any loss, cost, or damage caused thereby during the performance of this MOU.

The parties understand and agree that this MOU does not confer any additional legal rights, duties or obligations on either party outside of those outlined in this MOU.

**MOU ADMINISTRATION**

*Term and Termination.* This MOU will be in effect at the time of the signing until 2025. If a Party terminates the MOU prior to this date, the terminating party must serve written notice to the other party at least 30 days prior to the termination. In the case of mutual consent of the Parties to this MOU, no notice is required.

**POINTS OF CONTACT**

*Program Point of Contact.* NNMC designates the following individual to serve as the Point of Contact for NNMC with regard to all matters under this MOU:

NNMC may change the individual designated as the Point of Contact for NNMC upon seven (7) days written notice to LEA of such change.

*LEA Point of Contact.* LEA designates the following individual to serve as the Point of Contact for LEA with regard to all matters under this MOU:

LEA may change the individual designated as the Point of Contact for LEA upon seven (7) days written notice to NNMC.

**GENERAL PROVISIONS**

Nothing in this MOU is intended to supersede current law or regulation. If a term of this MOU is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this MOU shall remain in full force and effect. This MOU in no way restricts either Party from participating in similar activities or arrangements with other public or private agencies, organizations, or individuals.

**SIGNATURES**

APPROVED and AGREED by:

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Northern New Mexico College

President Hector Balderas Date

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Albuquerque Public Schools Date

1. [↑](#footnote-ref-1)