



## United States Department of the Interior

BUREAU OF INDIAN EDUCATION  
Southwestern Indian Polytechnic Institute  
P.O. Box 10146 • Albuquerque, NM 87184  
9169 Coors Blvd., NW • Albuquerque, NM 87120



### **Memorandum of Understanding** Southwestern Indian Polytechnic Institute And SIPI Board of Regents

The Board of Regents of the Southwestern Indian Polytechnic Institute (BOR-SIPI) advises the President of the SIPI with regard to programs, policies and procedures.

**Purpose:** This agreement supports American Indian and Alaskan Native tribes in achieving an increased responsibility for the education of Indian Country. Close cooperation is essential between the Bureau of Indian Education (BIE), the Native American community and SIPI. BIE policy calls for the establishment of tribally-selected policy making governing boards for post-secondary schools (25 C.F.R. § 32.4(g)).

- A. **Articles of Incorporation.** The BOR-SIPI is incorporated under the law of the State of New Mexico, Articles of Incorporation and By-Laws, filed with the Secretary of State in November 25, 1974 and has been granted Federal Tax Exemption by the Internal Revenue Service on November 27, 1995, No. 85-0235298.
- B. **Goals and Objectives.** The SIPI-BOR will strive to reflect the opinion and needs of tribal governments. The SIPI-BOR and President will promote and advocate the mission, vision and goals of SIPI and its student body to ensure the availability and quality of all education programs offered to the students; to maintain the integrity of SIPI, to operate as a center of education for American Indians; to provide an environment to meet the need of the student for development as wholesome individuals; to support traditional values of the Indian community; and to support the awarding of the appropriate degrees or certificates of competency in keeping with the designated purpose of SIPI. Constitution of SIPI Board of Regents, February 12, 2020.
- C. **Duties and Responsibilities of the SIPI-BOR in relation to SIPI.** The SIPI-BOR acts as the general agent of the represented tribes or regional tribal bodies/organizations working with SIPI. The SIPI-BOR has the primary responsibility to:
  1. Submit annual national Native American education goals and objectives, through an annual policy statement, to the President by the second meeting of the year.
  2. Support the President and the SIPI community by the development of a data-driven five-year SIPI-BOR strategic plan, consistent with the SIPI strategic plan schedule.
  3. Assist in defining SIPI's mission and goals.
  4. Identify needs and submit recommendations regarding additions or renovations to SIPI's physical plant to the President in consultation with the Facilities Committee.

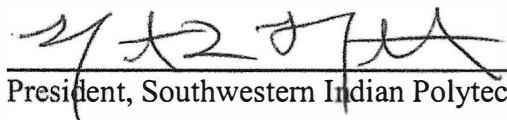
5. Review recommendations from the President for changes to or the addition of new academic programs and/or student services through strategic planning.
  6. Review and make recommendations regarding organizational and personnel processes for SIPI on a case-by-case basis.
  7. Provide communication from Indian country, tribal governments, and tribal organizations about educational programs, student needs and achievements.
  8. Act as an advocate for SIPI.
  9. Promote SIPI within Indian Country, and provide information about the programs and opportunities SIPI provides.
  10. Provide a year-end report following the summer session including accomplishments, special awards, and program evaluation.
  11. Act to ensure compliance with the Higher Learning Commission accreditation standards in collaboration with SIPI Administration.
  12. Ensure that all SIPI-BOR members submit the necessary documentation to SIPI-BIE in order for BIE to complete background checks in compliance with 25 C.F.R. § 63.14.
- D. Responsibilities of the President in relation to the SIPI-BOR. The President is responsible for the administrative management of SIPI in accordance with the BIE policies and federal law. The SIPI-BOR, President, employees and students shall work in spirit of cooperation on issues important to the education of Native American students. The President will:
1. Consult with the SIPI-BOR to recommend policies and develop processes for SIPI to provide an effective and exemplary program.
  2. Establish and implement a long-range planning process which involves the SIPI-BOR, employees, alumni, the employee's union, and students, which will assist in defining SIPI's missions and goals.
  3. Provide information to the SIPI-BOR, such as:
    - a. Existing SIPI and Bureau operations, policies, programs, and regulations.
    - b. Current allocations and future budget proposals.
    - c. Regular and periodic reports.
    - d. Trends and data summarizing SIPI operations and needs.
  4. As needed, provide staff/clerical assistance in preparing, typing, disseminating, and filing of SIPI-BOR minutes and agenda, and for the preparation of reports, recommendations, and correspondence for the SIPI-BOR.
  5. Assist the SIPI-BOR in establishing orientation and training programs for members.
  6. Promote a cooperative relationship between the SIPI-BOR, employees, students, and the SIPI community.
- E. Professional Development Opportunities
1. General. The SIPI-BOR shall be provided training and assistance necessary to operate effectively. An orientation and training program shall be developed for the SIPI-BOR, to orient new members, and to provide for the continued growth and development of the current members. Travel, per diem, tuition, and related expenses for members in such training shall be paid, as authorized by law.
  2. Development Opportunities. Continued education and self-improvement should be considered an on-going process for all members and include such items as:

- a. Attendance at SIPI-BOR meetings and appropriate administrative and teacher conferences and conventions. These would be primarily local unless funds are available for more extended trips.
  - b. An exchange of ideas through joint meetings with other boards.
- F. SIPI-BOR Operation Budget. Funds will be provided to the BOR contingent upon availability to SIPI. Travel and per diem expenses shall not exceed that authorized under the Government Travel Regulations, and may be paid from Bureau funds as authorized by law. If authorized by law, Bureau funds may be utilized, at the discretion of the President of SIPI, for BOR meetings, training and orientation, as well as assistance with audits and compliance requirements.
- G. Use of Facilities. Pursuant to the authority in 25 U.S.C. § 17, SIPI permits the SIPI-BOR to use certain facilities and equipment as specified below.
  1. SIPI permits the SIPI-BOR to use the following office space in Building 106 at no charge. (Attachment: Building Map):
    - a. Room #142A
    - b. Room #142B
    - c. Room #142C
    - d. Room #142D
    - e. Room #142ESIPI will provide keys/access cards, as appropriate and approved by the SIPI-BOR Chair, to BOR staff for the rooms identified in 1.a. through 1.e. of this Section, the main campus entrance, and the main entrance for Building 106. SIPI also permits the SIPI-BOR to use meeting and training space for official use upon request and approval through the SIPI internal process.
  2. SIPI permits the SIPI-BOR to use office furniture and information technology equipment as listed in the inventory at no charge (Attachment: Inventory List).
  3. SIPI will not charge the SIPI-BOR for the following costs incurred with the use of federally owned facilities and equipment used by the SIPI-BOR:
    - a. Utilities
    - b. Telephone and fax services
    - c. Internet/WiFi access
    - d. Janitorial services
    - e. Maintenance and repair expenses
- H. Review Procedures. Disputes and disagreements between the SIPI-BOR and the President shall be referred to the Director of BIE, who shall mediate and provide for a means for resolution. To the greatest extent possible, when disputes arise they should be resolved by mutual agreement of the President and the SIPI-BOR.
- I. Non-Fund Obligating and Non-Binding Document. Nothing in this Agreement may be construed to obligate SIPI, the BIE, the Department of the Interior, or the United States to any current or future expenditure of resources in advance of the availability of appropriations from Congress. Nor does this Agreement obligate the SIPI, the BIE, the Department of the Interior, or the United States to spend funds on any particular project or purpose, even if funds are available.

- J. Non-Exclusivity. This Agreement does not create any exclusive arrangement between SIPI-BOR and SIPI.
- K. Amendment and Modification. This agreement may be amended or modified upon written agreement of the parties.
- L. Termination. This agreement may be terminated at any time with thirty (30) day notice by either party.
- M. Effective Date and Expiration. This agreement shall be effective for five years from the date of execution, unless changed by federal statute or regulation, and shall be renewed every five years with any changes which may be agreed upon.
- N. Nothing in this agreement may be interpreted to imply that SIPI, or BIE, endorses any recommendation or statements made by the SIPI-BOR. The SIPI-BOR will not take any action or make any statement that suggests or implies such endorsement without prior coordination with, and approval of the SIPI President.
- O. Enforceability. Nothing in this Agreement will be enforceable by any person or entity through any action at law or in equity or by any other means against the Federal government or any its employees or any person.
- P. Conflicts. Nothing in this Agreement is intended to conflict with current law, regulation, directive, or other governing authority of the Parties. If any term of this Agreement is inconsistent with such authority, then that term will not apply, but the remaining terms and conditions of the Agreement will remain in effect.

  
 Alan Jerome Beza  
 Chair, Board of Regents  
 Southwestern Indian Polytechnic Institute

March 15, 2022  
 Date

  
 President, Southwestern Indian Polytechnic Institute

3/15/22  
 Date

  
 Approved: Director, Bureau of Indian Education

3/22/2022  
 Date

This MOU updates expired MOU dated May 26, 2010.

## ATTACHMENT: INVENTORY LIST

### Office Furniture:

	<i>Item</i>
1	Executive Desk with hutch and L-attachment
1	Single Executive Desk
2	Secretarial Desks with drawers and small hutch
2	Secretarial Desks with hutch and L-attachment
4	4-Drawer File Cabinets
6	2-Door Storage Cabinets
1	5-Drawer File Cabinet
1	2-Door with 4-Shelf Storage Cabinet
1	Printer Table Stand
1	Conference Table
1	Round Table
2	Leather Executive Chairs
3	Conference Chairs
8	Caster metal Chairs
1	Folding chair
1	6-Shelf Bookcase
5	5-Shelf Bookcase
2	Storage Shelves
2	Audio Visual Cart
1	Plastic cart

### Computer IT equipment:

<i>Quantity</i>	<i>Item</i>
2	24" Monitors
4	22" Monitors
1	17" Monitor
1	CISCO IP Phone
3	Fax Machines
5	HP Printers
2	Transcription Kits
2	Digital Cameras
1	Polaroid Camera
1	Blackberry Cell phone
2	Projectors

### General Office items:

<i>Quantity</i>	<i>Item</i>
1	Floor Heater
1	Microwave Oven
1	Calculator
1	Potable Refrigerator
1	Coffee Maker
1	Vacuum Cleaner



ATTACHMENT:  
Building Map

