



MEMORANDUM OF AGREEMENT

PUEBLO OF ZUNI

P. O. Box 339
1203-B State Highway 53
Zuni, New Mexico 87327-339
505-782-4481

STATE OF NEW MEXICO PUBLIC EDUCATION DEPARTMENT

300 Don Gaspar
Santa Fe, New Mexico 87501-2786
505-827-5800

This AGREEMENT is made and entered into by the State of New Mexico Public Education Department, hereinafter referred to as the "Department" and the Zuni Tribe, hereinafter referred to as the "Tribe."

WHEREAS, the signatories are public agencies authorized to enter into a Memorandum of Agreement;

WHEREAS, under Article VI Section I-D of the Zuni Tribal Constitution, the Zuni Tribal Council has authority to represent the Tribe and to act in all matters for the welfare of the Tribe.

WHEREAS, the Department recognizes the unique role of the Tribe in establishing standards and criteria for, and determining competency of persons seeking certification in Zuni Native American Language and Culture, K-12;

NOW, THEREFORE, the signatory public agencies, in consideration of the mutual covenants and agreements herein contained, do hereby agree as follows:

I. SCOPE OF AGREEMENT

The Department and the Zuni Tribe desire to effectuate an agreement whereby the Zuni Tribe establishes standards and criteria for determining certifying competencies for Zuni language and culture for persons seeking certification pursuant to the rule of the Department governing certification in Native American Language and Culture, K-12. No funds will be transferred pursuant to the terms of this Agreement.

II. EFFECTIVE DATE AND TERM

This Agreement shall become effective commencing with the signatures of the Department and the Tribe and shall terminate upon written notice by either party in accordance with Paragraph V of this Agreement.

III. AMENDMENT

This Agreement shall not be altered, changed or amended except by an instrument in writing executed and approved by the Department and the Tribe.

IV. ADMINISTRATION OF AGREEMENT

- A. The Department and the Zuni Tribe will each designate a liaison to work cooperatively to implement the terms of this Agreement.
- B. The Zuni Tribe acknowledges that its issuance of certification of eligibility pursuant to this Agreement does not ensure that an individual will be certified pursuant to the Department's rule governing Certification in Native American Language and Culture. In addition to the certification by the Zuni Tribe, applicants must comply with all provisions of 6.60.7 NMAC (Educator Licensure Application Fee), 6.60.8 NMAC (Background Checks), and 6.60.9.9 NMAC (Code of Professional Responsibility of the Education Profession, Standards of Professional Conduct).
 - 1) The Tribe will develop and maintain standards and criteria for determining competency to teach the language and culture of the Zuni Tribe. The standards and criteria developed by the Zuni Tribe will include an applicant's knowledge and understanding of the language and culture of the Zuni Tribe as demonstrated by the following standards:
 - a. ability to communicate by speaking fluently, and as appropriate, reading and writing the Zuni language;
 - b. ability to plan, organize and instruct students in grades K-12 in the use of Zuni language and culture;
 - c. ability to guide students toward informal conversation in Zuni language;
 - d. ability to guide students towards using the Zuni language in formal presentations;
 - e. knowledge of growth and development of Zuni children;
 - f. knowledge of classroom management and the relationship of teaching the Zuni language and culture to K-12 students;
 - g. ability to work collaboratively to teach the Zuni language and culture to K-12 students;
 - h. ability to develop, encourage, and promote student participation in activities and events which reflect the culture of the Zuni Tribe;

- 2) The Zuni Tribe or its designee will evaluate individuals seeking certification Level 1 in the language and culture of the Zuni Tribe. The Zuni Tribe will provide, on a form acceptable to the Tribe and the Professional Licensure Unit of the Department, a statement that either:
 - a. the applicant meets the standards and criteria developed by the Zuni Tribe, and should be awarded a certificate from the Department, or
 - b. a denial of certification and the reason(s) for the denial. The certification which states denial will be based solely on the applicant's failure to meet the standards and criteria.

- 3) If the Zuni Tribe denies certification of eligibility for an applicant, and the applicant so requests, the liaisons designated by the Department and the Zuni Tribe will confer either in person or by telephone with the applicant within 60 days of denial and review the reason(s) for the denial. If the applicant provides information that appears to support a conclusion that the applicant meets the standards and criteria, the liaison designated by the Zuni Tribe will submit for reconsideration within 30 days. The Zuni Tribe, after reconsideration will render one of the following decisions:
 - a. that the denial should be upheld with an explanation as to the specific standard(s) and criteria that the applicant did not meet, or
 - b. that the denial was reversed and that the applicant now meets all standards and criteria, based on the new information, and therefore should be awarded a certificate from the Department.

C. The NMPED will perform the following activities related to hearings:

1. The NMPED shall permit an individual whose application for initial or renewed certification has been denied pursuant to the reasons contained in Paragraphs IV.C.2 below, to request a hearing before the NMPED. The NMPED shall not entertain any appeals based upon the Zuni Tribe'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 Zuni Tribe's use or failure to use its own appeal procedure in denying initial or renewed verification that a person has met the Zuni Tribe'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 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 through 61-1-31, NMSA 1978].

- D. Provided that the Zuni Tribe certifies the eligibility of an applicant whether initially or for renewal, and provide further that there shall be no cause or reason to deny certification pursuant to Paragraph IV.C above, the Department shall issue a certificate in Native American Language and Culture.
- E. The Department will work cooperatively with the Zuni Tribe to provide technical assistance regarding standards and criteria for certification. The technical assistance will be provided in a manner consistent with available Department resources.
- F. The Zuni Tribe and its designee shall be solely responsible for maintaining the standards and criteria required under this Agreement.

V. RENEWAL OF CERTIFICATE

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

VI. TERMINATION OF AGREEMENT

Either party hereto upon thirty (30) days of 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.

VII. 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 agreements, covenants 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 embodied in this Agreement.

VIII. MAINTENANCE OF RECORDS

The Zuni Tribe agrees to maintain records setting forth the standards and criteria used as the basis for the certification, and records of all applicants for certification and the disposition of each application. The Zuni Tribe shall maintain the records for a period of 5 years from the date of the creation of the record. Zuni Tribe agrees to permit the Department or his designee, inspection of the records, which are germane to the scope of this agreement.

IX. DISPOSITION, DIVISION, OR DISTRIBUTION OF EQUIPMENT AND SUPPLIES

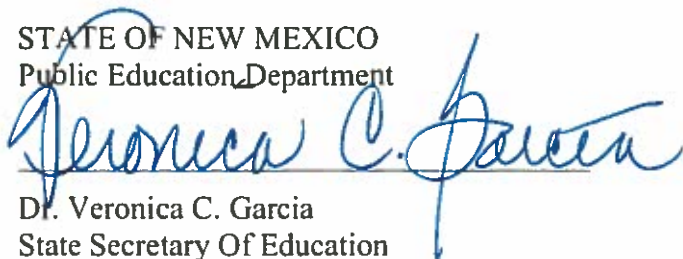
No materials, supplies or equipment will be acquired pursuant to the terms of this Agreement.

X. SOVEREIGN IMMUNITY

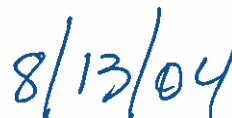
The agreement of the Zuni Tribe to abide by the laws of the State of New Mexico and to comply with any other terms or conditions of this agreement shall not be deemed in any way to constitute a waiver of sovereign immunity by the Zuni Tribe.

IN WITNESS WHEREOF, the Department and the Zuni Tribe have caused this Agreement to be executed, and the Agreement shall become effective as of the date approved by the Department and the Zuni Tribe.

STATE OF NEW MEXICO
Public Education Department

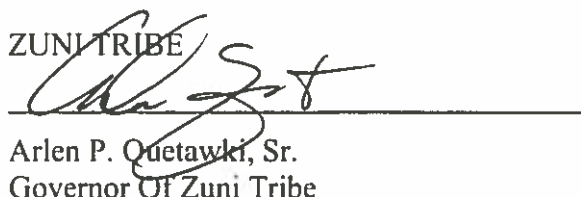


Dr. Veronica C. Garcia
State Secretary Of Education
Public Education Department



Date

ZUNI TRIBE



Arlen P. Quetawki, Sr.
Governor Of Zuni Tribe



Date



STATE OF NEW MEXICO
PUBLIC EDUCATION DEPARTMENT
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SANTA FE, NEW MEXICO 87501-2786
Telephone (505) 827-5800
www.ped.state.nm.us

DR. VERONICA C. GARCÍA
SECRETARY OF EDUCATION

BILL RICHARDSON
Governor

August 30, 2004

The Honorable Arlen P. Quetawki, Sr.
Pueblo of Zuni
P. O. Box 339
Zuni, New Mexico 87327

Dear Governor Quetawki:

Enclosed is a signed copy of the Memorandum of Agreement (MOA) between the Pueblo of Zuni and the Public Education Department of Education (PED) which was developed for the purpose of certifying Zuni language teachers. We appreciate the opportunity to partner with you and the Zuni community to ensure the maintenance of the Zuni language.

It is my honor and privilege to serve as the department's liaison for this work. If there is anything we can do to assist you in building a strong language program for your children and community, do not hesitate to ask. Toward this end, a grant is being created to assist in the development of curricula, materials, resources and training opportunities. We will contact you as soon as the process is in place.

Thank you for your efforts and support to create a quality education system for all our children.

Respectfully,

A handwritten signature in cursive script that reads "Penny Bird".

Penny Bird
Assistant Secretary of Education for Indian Education

cc: Zuni Language Team
Zuni Board of Education
Wally Feldman, Superintendent, Zuni Public School District