AGREEMENT OF COLLABORATION BETWEEN

THE OREGON DEPARTMENT OF EDUCATION (“ODE”),

AND

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_SCHOOL DISTRICT (“District”)

OREGON/MEXICO VISITING TEACHERS PROGRAM 2007-2008

**ARTICLE I**

BACKGROUND AND PURPOSE

This Agreement of Collaboration (“Agreement”) is established pursuant to the Collaboration Agreement dated July 21, 2008, between the Secretary of External Affairs, through the Institute of Mexicans Abroad, the General Consulate of Mexico in Portland, Oregon and the Secretary of Public Education of the United States of Mexico; and the Superintendent of Public Instruction, Oregon Department of Education, State of Oregon of the United States of America.

**Objectives**

The Collaboration Agreement, attached hereto as Appendix I, has as its objectives the establishment of cooperation between the Parties to further the development of mutual knowledge of both educational systems; and to support the linguistic and academic development of Spanish-speaking students, including Mexican students in the State of Oregon, and other students participating in the various Oregon School District Education Programs, through the Visiting Teachers’ Program.

**ARTICLE II**

GENERAL PROVISIONS

In agreeing to participate in the Exchange Teacher Program for the 2007-2008 school year and approving this Agreement, the District and participating schools agree to:

a. Meet the terms for the Notice/Call and the dates for the selection process for the Visiting Teachers Program between Mexico and the State of Oregon by providing needed information in a timely manner;

1. designate a District representative who will participate in the visiting teacher selection process and have the authority to recommend contracts of employment to visiting teachers on the same terms and conditions as regular district teachers. Participation may be via phone interview, teleconferencing or at the interview site in Mexico;
2. maintain close contact with the visiting teachers prior to their arrival in Oregon and provide them with the academic standards for the District/state and other materials related to their teaching assignments and professional expectations;
3. provide the necessary documentation to the Oregon Department of Education for the Certificate of Eligibility for Exchange Visitor (J-1) Status: i.e., a written offer of employment signed by the District and visiting teacher;
4. assist in the process for Alternative Route Licensure or Restricted Transitional Licensure in Oregon, i.e.: Provide visiting teachers with a letter describing how the teacher will receive high-quality professional development that is sustained, intensive and classroom-focused, before and while teaching in the District. The plan must also include how the teacher will be making progress toward completing full state licensure requirements in the next three years;

1. assure that the assignment of each visiting teacher is consistent with the assignment the visiting teacher was offered at the time of the selection;
2. identify, at the earliest possible time, the specific school, grade, and subject assignment the visiting teacher will be given. The teaching position shall be in compliance with any applicable collective bargaining agreement;
3. provide an initial orientation and continuing professional development activities to meet the needs of visiting teachers;
4. assist the visiting teachers in locating housing, means of transportation, and other local services, as necessary;
5. assure that the visiting teachers are afforded the opportunity to participate in professional development and cultural activities both as participants and resources, as funding allows;
6. provide the total number of open teaching positions designated for this program;
7. assure district employment for visiting teachers for at least one school year barring unusual extenuating circumstances;
8. inform the Oregon Department of Education and the Cordell Hull Institute promptly by telephone (confirmed promptly in writing) of any serious problem or controversy that may lead to the termination of a teacher on J-1 status; and
9. cooperate with the ODE in the implementation and evaluation of the 2007-2008 Exchange Visitor Program in accordance with the United States Department of State regulations.

**ARTICLE III**

DESIGN OF THE PROGRAM FOR THE SCHOOL YEAR

1. Positions and Characteristics:
   1. Total number of teachers requested \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
   2. Intended dates of employment \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
   3. Proposed arrival date in the District \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
   4. Will the visiting teacher be paid a salary or stipend for preservice training

and orientation? Yes ( ) No ( ) Dates \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The District intends to hire \_\_\_\_\_\_\_\_(number) of visiting teachers for the following positions:

Elementary Schools

| Grades | Alternative Program:  Bilingual Education | Dual Language Immersion | Structured English Immersion | Spanish as a Second Language | Total Teachers |
| --- | --- | --- | --- | --- | --- |
| **K** |  |  |  |  |  |
| **1** |  |  |  |  |  |
| **2** |  |  |  |  |  |
| **3** |  |  |  |  |  |
| **4** |  |  |  |  |  |
| **5** |  |  |  |  |  |
| **6** |  |  |  |  |  |

Middle and Secondary Schools

| Subject Matter | Middle School | High School | Alternative School | Total Teachers |
| --- | --- | --- | --- | --- |
| Spanish as a Second Language |  |  |  |  |
| Spanish for Spanish Speakers |  |  |  |  |
| English Language Proficiency |  |  |  |  |
| Dual Immersion Program |  |  |  |  |
| Core Content Area, Specify: |  |  |  |  |
| Other, Specify: |  |  |  |  |

1. The District will allow the following District staff member or out-of-district designee to travel to Mexico as its representative:

Mr./Ms. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Position \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

c. Mr./Ms. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_will recommend for hire \_\_\_\_\_(number) teachers from among the preselected, qualified candidates on behalf of the District.

d. The District designates Mr./Ms.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as the District Instructional liaison and/or Mr./Ms.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as the Human Resources liaison; appointed for the specific purpose of coordinating and complying with the terms of this Agreement, and to cooperate in its implementation with the designated staff of the ODE and the Government of the United States of Mexico.

**ARTICLE IV**

# Specific Actions of Cooperation

**The Oregon Department of Education will conduct the following activities:**

a. Provide to the Secretary of Public Education of Mexico the necessary information about the schools and all the activities made subject to this Agreement;

b. participate, in conjunction with the Secretary of Public Education of Mexico, in the selection process of the visiting teachers;

c. assist in the process through which the visiting teacher will obtain the Certificate of Eligibility for Exchange Visitor (J-1) in accordance with the United States Department of State regulations governing the Exchange Visitor Program, 22 Code of Federal Regulations (CFR), Sections 62.14 and 62.24. The U.S. Embassy has the authority to grant or to deny the J-1 Visas. Facilitation of the J-1 Visa process for the 2007-2008 school year will mean assisting the visiting teachers as they work through the Cordell Hull Institute application process;

d. facilitate the documentation process with the Oregon Teachers Standard and Practices Commission so that the visiting teachers may obtain the required teaching certificate;

1. provide to the General Direction of International Relations of the Secretary of Public Education of Mexico and the representative of the Institute of Mexicans Abroad assigned to the General Consulate of Mexico in Portland, Oregon, the names of the selected teachers and the schools to which they are assigned;
2. assure that participating school districts provide salaries for the visiting teachers that are in accordance with the approved salary schedules of the participating school district, as of the first day of classes. Neither the Oregon Department of Education nor the hiring school district will be obligated to cover the expenses relative to lodging, food, local transportation, utilities and other personal expenses upon arrival to Oregon;
3. collaborate with the District in providing an orientation for and monitoring of the visiting teachers in accordance with the Exchange Visitor Program regulations, 22 CFR, Section 62.10; and
4. define and inform the General Direction of International Relations of the Secretary of Public Education of Mexico of the criteria and requirements that must be met by Mexican teachers interested in participating in the Visiting Teachers Program, sponsored by the Secretary of Public Education of Mexico and the Oregon Department of Education.

Stipulations:

1. The ODE’s responsibility under this Agreement is limited to its roles in the activities outlined in the Collaboration Agreement with the United States of Mexico.
2. The ODE is neither a party to, nor responsible for, any agreements between the visiting teacher and other organizations, or the employment contract between the District and the visiting teacher, except as it relates to the non-immigrant J-1 program status of the exchange visitor.

**The District will conduct the following activities:**

1. Define and inform the General Direction of International Relations of the Secretary of Public Education of Mexico of the criteria and requirements that must be met by Mexican teachers interested in participating in the Visiting Teachers Program, sponsored by the Secretary of Public Education of Mexico and the Oregon Department of Education;
2. provide information on the site and location within the schools where the Mexican teachers are to be assigned to give classes;
3. participate, in conjunction with the Secretary of Public Education of Mexico, in the selection process of the visiting teachers;
4. provide the necessary infrastructure in the schools to facilitate the Mexican teachers’ participation in the Visiting Teachers’ Program;
5. offer employment to the participating teachers in the Visiting Teachers’ Program, so that these individuals may provide their services to the District under terms and conditions of employment customarily offered to teachers of the District;
6. assure that participating schools provide salaries for the visiting teachers that are in accordance with the approved salary schedules of the District, as of the first day of classes. Neither the Oregon Department of Education nor the District will be obligated to cover the expenses relative to lodging, food, local transportation, utilities and other personal expenses upon arrival to Oregon;
7. provide the Participating Mexican teachers with professional development classes offered by the individual school and the District in order to further their academic knowledge in studies related to education; and
8. assign to the participating teachers, upon arrival to the District, an adviser who will assist the teacher to make all the necessary living arrangements, including securing a dwelling and other services related to their relocation, and who will provide such other assistance as the advisor deems appropriate.

The Institute of Mexicans Abroad, via the Mexican Consulate in Portland, Oregon, United States of America, will maintain ongoing communication with the selected teachers, the authorities of the ODE and the District, in order to evaluate and assure the complete fulfillment of this Agreement.

### ARTICLE V

# Expenses and Costs

Except for the salaries to be paid to the participating teachers, the financial contributions that are required for the fulfillment of the responsibilities contemplated in this Agreement will be subject to the budgetary availability of both parties. (Such financial contributions may include: Oregon teacher licensure fees, transcript evaluation fees, J-1 Visa fees, teacher transportation from Mexico to the designated school district.)

**ARTICLE VI**

# Medical Insurance

The District will provide the participating teachers the same medical insurance coverage offered to its employees, effective once the participating teacher begins employment with the District.

**ARTICLE VII**

**Entry of Personnel**

The ODE in cooperation with the District will facilitate all necessary activities for the arrival, residence, and departure of participants in joint projects which are part of the present Collaboration Agreement. These participants will adhere to the applicable laws and rules of the U.S. Citizenship and Immigration Service (USCIS) and the U.S. Customs Service (tax, customs, immigration and health and security requirements). Participants shall not engage in any other compensated activities outside of the scope of this Agreement. Participants will conform to the receiving country’s laws and regulations.

The Mexican teachers who work in the State of Oregon will only be allowed to remain in the District for a period of no more than three (3) years.

**ARTICLE VIII**

**Resolving Controversies**

Any difference derived from interpretation or application of this Agreement will be resolved by the parties in accordance with Oregon law.

**ARTICLE IX**

**Final Provisions**

This Agreement will take effect as of the date of its signing and will have a term of one (1) year, which can be extended for two additional years to meet the requirements of the Exchange Visitor Program (22 CFR Part 62), upon execution of a written agreement by the parties. Either party may terminate this Agreement upon one-hundred eighty (180) days written notice to the other party. Any termination of this Agreement will not affect the contracts between the District and the visiting teacher(s) which shall remain in effect.

The present Agreement may be modified by means of the written consent of the parties. These modifications will take effect on the date of their signing.

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Colt Gill Date

Deputy Superintendent

Oregon Department of Education

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Superintendent or Authorized Representative Date

of the School District

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Principal Date