



Ministry of Education, Culture and Sport of Spain

Oklahoma State Department of Education

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE OKLAHOMA STATE DEPARTMENT OF EDUCATION
OF THE UNITED STATES OF AMERICA
AND
THE MINISTRY OF EDUCATION, CULTURE AND SPORT
OF SPAIN**

BACKGROUND AND RESOLUTION

This Memorandum of Understanding is entered into by the Ministry of Education, Culture and Sport of Spain (hereafter referred to as the Ministry), represented by Mr. Xavier Gisbert da Cruz, Counselor of Education at the Embassy of Spain to the United States by approved signing on behalf of the State Secretary of Education, Vocational Training and Universities, and the Oklahoma State Department of Education (hereafter referred to as the Department), represented by Janet C. Barresi, Superintendent of the Oklahoma State Department of Education and approved signing authority on its behalf.

In recognition of the importance that the English and Spanish languages carry as means of communication between individuals as well as countries, and of the valuable role communications play in the exchange of ideas in the fields of economics, science and culture; and

Driven by the same desire to strengthen ties between the citizens of the Kingdom of Spain and the State of Oklahoma and the desire to cooperate in the efforts that both agencies are exerting to design the educational model of this new millennium, of which interculturalism will be an essential element; and

Conscious of the possibilities that the collaboration of both agencies can offer in the field of education;

Therefore: a Memorandum of Understanding (MOU) is hereby signed in due form to formalize the following agreements:



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I.- GENERAL PRINCIPLES

I.1.- The Ministry and the Department have established as the main objectives for the cooperative programs that will be developed under this MOU the improvement of the quality and extent of the teaching of Spanish language and culture in Oklahoma, and the English language and North American culture in Spain, in order to:

- (a) Promote relationships between citizens of Oklahoma and Spain;
- (b) Foster knowledge and appreciation of the culture shared by the two communities;
- (c) Provide students who enroll in these programs with a bilingual and multicultural education that trains them for future personal, academic and professional success; and
- (d) Provide professional growth opportunities to teachers of Oklahoma and Spain.

I.2.- The MOU will cover the schools teaching Spanish language and/or other subjects of the curriculum in Spanish, according to the different organizational and curricular models developed by the Department and school districts to satisfy the demands and needs of the school population.

I.3.- All plans and programs subject to this MOU will be implemented to promote quality standards in English as well as Spanish.

II.- COOPERATIVE PROGRAMS

The basic means of cooperation between the Ministry and the Department will be implemented through the following programs:

II.1.- Visiting Teachers.

Each school year, the Department and Oklahoma school districts will cooperate with the Ministry in the selection of a number of qualified teachers from Spain who may be hired under local contract in elementary, middle and/or secondary classrooms in school districts in Oklahoma should school districts choose to make application or apply for the Visiting Teacher Program with Spain.

II.1.1.- The Department, in collaboration with the Ministry, will assist with the assignment of teachers from Spain who are specially qualified to teach in bilingual programs and/or teach Spanish language and culture.

II.1.2.- These teachers will be considered visiting teachers, and they will be involved in the educational system of the State according to the following paragraphs of this Memorandum.



II.1.3.- The Department and the Ministry agree to invite Oklahoma schools and districts to take part in the program and will select those that will participate each year.

II.1.4.- The teachers may be contracted by the participating school districts for one school year and will be issued an exchange educator interim authorization. The teachers may be offered two additional contracts, each for a period of one school year; the maximum time period of service will be three (3) years. Exceptional circumstances may occur so as to require modification of said time limits, with previous permission granted by the Ministry and the Department. The teachers will be subject to all applicable terms and conditions of employment by participating employing school districts, including licensure and termination, as determined by the employing school district.

II.1.5.- At no time will the teachers be considered employees of the Department nor shall the Department be responsible for the actions of the teachers or the participating employing school districts.

The Department:

(a) Will determine, together with the Ministry, which school districts will participate in the program and the number of visiting teachers to be hired.

(b) Will collaborate with school districts in evaluating and selecting the teachers to work in the Oklahoma Public Schools.

(c) Will work with school districts who wish to participate in the visiting teachers program in ensuring that visiting teachers meet the requirements for highly qualified as set forth in the federal law known as federal law known as the Elementary and Secondary Education Act (ESEA).

(d) Will collaborate with the Ministry to assist teachers to obtain the required teacher license(s).

(e) Will collaborate with the Ministry to assist teachers to obtain necessary visas and authorizations from the United States Citizenship and Immigration and Naturalization Services;

(f) Will collaborate with the Ministry in preparing and implementing in-service training courses for participating teachers as outlined in this Memorandum.

(g) Will work with participating Oklahoma public school districts to:

- Ensure that a contract offer is made by the school district wishing to participate in the visiting teacher program;
- See that visiting teachers will be paid by participating school districts and be provided salaries in accordance with the approved salary schedules of the school districts. The



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Department will not be obligated to cover the costs of transportation for the participating teachers, nor the expenses relative to lodging, food, local transportation, utilities and other personal expenses upon arrival in Oklahoma;

- Assure that visiting teachers will participate in all activities for professional development that the school districts offer;
- Assure that the participating Oklahoma school district assign to the participating teachers, upon arrival to the assigned school district, an adviser or mentor to assist them to make all the necessary living arrangements; and
- Provide the total number of openings (for teachers that may receive a contract) as well as the names of the school districts that will participate.

The Ministry:

(a) Will announce vacant positions to be filled by visiting teachers each school year, will implement the pre-selection process of those who meet the basic academic and professional requirements for the position, and will collaborate in the selection process for which the Department is responsible.

(b) Will defray the travel costs for the experts designated by the Department to make a final selection in Spain of those teachers pre-selected by the Ministry. The number of experts will be negotiated by the Ministry and the Department according to the number of teachers demanded. By mutual agreement, the Ministry and the Department may arrange for SKYPE interviews of candidates, in lieu of travel to Spain, to make the final selection.

(c) Will collaborate with the Department in preparing and implementing in-service training courses for participating teachers as outlined in this Memorandum

(d) The Ministry will cooperate with the Department in facilitating the obtaining of visas for the visiting teachers.

II.2. - In-service training programs for teachers and administrators of Oklahoma

II.2.1.- The Ministry will promote the enrollment of teachers and administrators in the state of Oklahoma in courses provided by colleges and universities in Spain.

II.2.2.- The Department and school districts will assist teachers who want to receive professional development or academic credit for courses taken at accredited Spanish Universities.



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II.2.3.- The Department will take steps to recognize the above cited courses taken at accredited Spanish universities.

II.3. - International Spanish Academies

The Department and the Ministry will collaborate in the development of the network of English/Spanish bilingual schools known as *International Spanish Academies* in Oklahoma schools. The main objective of this initiative is to enable the implementation of high quality bilingual education with support from the Ministry and other Spanish institutions dedicated to the promotion of Spanish.

In addition to the participation in the programs mentioned in previous articles of this Memorandum, the Ministry will offer to the schools integrated in this network the following: collaboration in specific teacher training activities in the United States, sister schools in Spain, pedagogical guidance, development of educational projects with Spanish schools using Internet support and, when available, classroom and curricular materials and resources.

II.4. - Other ongoing initiatives.

II.4.1.- **World Wide Web:** The Ministry and the Department agree to discuss the development of e-mail exchanges among students and educators in classrooms in Oklahoma and Spain, along with the maintenance of a web site for the program.

II.4.2.- **Educational Opportunities:** The Ministry will share information about scholarships, school exchange, School of the Year award and Ruta Quetzal BBVA programs for School Districts in Oklahoma.

III.- EVALUATION

Annually, representatives of the Ministry and the Department will develop a report relative to the application of the Cooperative Programs. This report will suggest proposals for improvement.

IV.- DURATION

IV.1.- This MOU is established for four years and can be cancelled by either party provided that at least six months' written notice is given. It will be rescinded if either of the signing parties fails to execute it or to meet the terms of the agreement.



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IV.2.- During the term of the MOU, provisions for its improvement may be added when agreed upon in writing by both parties.

IV.3.- Unless cancelled by either party, this MOU will automatically be renewed for one-year periods, until such time as a new MOU that substitutes or modifies it is signed or that either party provides notice of intent to cancel.

IV.4.- This MOU is executed by the Department and the Ministry subject to the availability of funds in their respective annual budgets.

This MOU constitutes a desire for mutual collaboration and is not an instrument of Public International Law.

The Department, as an agency of the State of Oklahoma does not surrender, waive, compromise, concede, or relinquish the rights, privileges, immunities or remedies of the Department or the State of Oklahoma.

This MOU is signed in quadruplicate, two copies in English and two in Spanish

Signed in Washington, D.C., and Oklahoma....., this day of, 2013.

Representing the Oklahoma State Department of Education,

Janet C. Barresi
Superintendent of Public Instruction, Oklahoma State Department of Education

Representing the Ministry of Education, Culture and Sport

Xavier Gisbert da Cruz
Counselor of Education, Embassy of Spain to the United States of America