MEMORANDUM OF UNDERSTANDING

BETWEEN

THE NORTH CAROLINA DEPARTMENT OF PUBLIC INSTRUCTION/ THE STATE BOARD OF EDUCATION

OF THE STATE OF NORTH CAROLINA AND

THE MINISTRY OF EDUCATION, CULTURE AND SPORT

OF THE KINGDOM OF SPAIN

BACKGROUND AND RESOLUTION

This Memorandum of Understanding is entered into by the Ministry of Education, Culture and Sport of the Kingdom of Spain (hereafter referred to as the Ministry), represented by Dr. María José Fabre González, 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 North Carolina Department of Public Instruction/State Board of Education (hereafter referred to as the Department), represented by William Cobey and June St. Clair Atkinson,

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 communication plays 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 North Carolina, 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 and in accordance with the content of the following agreements:

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 North Carolina, and the English language and North American culture in Spain, in order to:

(a) Promote relationships between citizens of North Carolina 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 North Carolina 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 learning English as well as Spanish.

1.4 – The Ministry and Department acknowledge that no funds have been allocated for the plans and programs described in this MOU. Accordingly, and not withstanding anything in the MOU to the contrary, neither party will be obligated under any circumstances to allocate or otherwise commit staff, efforts, funds, or other resources towards these plans or programs.

II.- COOPERATIVE PROGRAMS

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

II.1. - Visiting Teachers.

Each school year, the Department will cooperate with the Ministry in the selection of a number of qualified teachers from Spain who may, at the school district's sole discretion be hired under local contract in elementary, middle and/or secondary classrooms in school districts in North Carolina.

II.1.1.- The Department, in collaboration with the Ministry, will promote 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 the schools and school 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 school districts for one school year and will be issued an exchange educator interim authorization. The teachers may be offered additional one year contracts in compliance with federal and State regulations. The teachers will be subject to all applicable terms and conditions of employment, including licensure and termination, as determined by the employing school district, and without prejudice to the obligations which could be derived from the applicable Spanish regulations.

II.1.5.- Visiting teachers will promote mutual understanding between North Carolina and Spain by participating actively in cross-cultural activities.

The Department

(a) will cooperate with a designee, which has met the Department's stringent requirements for providing J-1 Visas and visiting teacher support, as resources allow:

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

(c) Collaborate with school districts in evaluating and selecting the teachers to work in the North Carolina Public Schools.

(d) Work with school districts in ensuring that visiting teachers meet the requirements for highly qualified as set forth in the federal law known as *No Child Left Behind*

(e) Collaborate with the Ministry to assist teachers to obtain the required teacher license(s).

(f) Collaborate with the Ministry to assist teachers to obtain necessary visas and authorizations from the United States Citizenship and Immigration and Naturalization Services.

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

(h) Work with participating North Carolina public school districts to:

- Sign contracts with the participating teachers in the Visiting Teachers' Program, so that these individuals may provide their services to North Carolina. school districts;

- Assure that participating school districts provide salaries for the visiting teachers that are in accordance with the approved salary schedules of the school districts. The 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 North Carolina;

- Assure that visiting teachers will participate in all activities for professional development that the school districts offer;

- Assure that the participating North Carolina school district assign to the participating teachers, upon arrival to the assigned school district, an adviser or mentor who assists the teacher 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 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 videoconference 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.

(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 North Carolina

II.2.1.- The Ministry will promote the enrollment of teachers and administrators in the state of North Carolina. in courses provided by accredited Spanish colleges and universities.

II.2.2.- The Department will take steps to recognize the above cited courses taken at accredited Spanish universities.

II.3. - International Spanish Academies

II.3.1.- The Department and the Ministry will collaborate in the development of the network of English/Spanish bilingual schools known as *International Spanish Academies* in North Carolina. 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, such as Instituto Cervantes, dedicated to the promotion of Spanish.

II.3.2.-In addition to the participation in the programs mentioned in previous articles of this Memorandum, the Ministry will offer the following to the schools integrated in this network: 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 North Carolina 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 BBVA programs for School Districts in North Carolina.

III.- SPANISH EDUCATION AND LANGUAGE ADVISOR

III.1. A Spanish Education and Language Advisor may be appointed by the Ministry. The Advisor will be assisting the Department with educational improvement initiatives related to second language acquisition and bilingual education, foreign language instruction, and heritage language instruction, as well as with any other collaborative efforts established by this MOU.

III.2. The Department will accord the Advisor the same status and privileges as other educational consultants and advisors employed by the Department and will assure her/his recognition by the school districts of the State.

III.3. In the case that the Spanish Advisor was based in North Carolina at the Department of Public Instruction, the Department will provide a work-station with clerical assistance (inclusive of duplicating services, telephone usage, general office supplies and postage) and travel monies associated with departmental duties. The Ministry will support the salary, travel, and other appropriate costs associated with the position of the Advisor.

IV.- 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.

V.- DURATION

V.1.- This MOU is established for four years and can be terminated 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.

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

V.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.

V.4.- The expenses that could derive from the implementation of this MOU will be subject to the yearly budgets of the signees, in accordance with their respective laws.

This MOU is not legally binding and is not subject to International Law.

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

Signed in Washington, D.C., and Raleigh, NC this 29th day of January, 2016

Representing the North Carolina State Board of Education

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William Cobey
Chair of the State Board of Education

Representing the North Carolina Department of Public Instruction

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Dr. June St. Clair Atkinson
Superintendent of the North Carolina Department of Public Instruction

Representing the Ministry of Education, Culture and Sport

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Dr. María José Fabre González
Counselor of Education, Embassy of Spain to the United States of America