



Delaware Department of Education

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

BACKGROUND

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 Hon. Ramón Gil-Casares Satrústegui, Ambassador of Spain to the United States, and the Delaware Department of Education (hereafter referred to as the Department), represented by Mark Murphy, Secretary of Education of the Delaware 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 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 Delaware 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 is 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 Delaware, and the English language and North American culture in Spain, in order to:
 - a) Promote relationships between citizens of Delaware 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 Delaware 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 the 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 Delaware.





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- 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 immersion programs, 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 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, including licensure and termination, as determined by the employing school district.

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 Delaware's public and charter schools.
- c) Will 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*.
- 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/Department of Homeland Security.
- 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 Delaware public school districts to:





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- Sign contracts with the participating teachers in the Visiting Teachers' Program, so that these individuals may provide their services to Delaware 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 Delaware;
- Assure that visiting teachers will participate in all activities for professional development that the school districts offer;
- Assure that the participating Delaware school districts assign to the participating teachers, upon arrival to the assigned school district, an advisor or mentor who assists the teacher in making all the necessary living arrangements; and
- Provide the total number of openings (for teachers who may receive a contract) as well as the names of the school districts that will participate.
- Designate the necessary representative(s) to represent the Department to participate in the annual final selection of visiting teachers in Spain.

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.
- 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.





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

- II.2.1.- The Ministry will promote the enrollment of teachers and administrators of the school districts of Delaware in courses by Spanish universities.
- II.2.2.- The Department and school districts will take steps to recognize the cited courses taken at accredited Spanish universities for renewal of teacher certification.

II.3.- International Spanish Academies

The Department and the Ministry will collaborate in the development of the network of English/Spanish immersion schools known as *International Spanish Academies* in Delaware schools. The main objective of this initiative is to enable the implementation of high quality bilingual/immersion 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 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- Virtual Exchanges: The Ministry and the Department agree to discuss the development of e-mail exchanges among students and educators in classrooms in Delaware 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 exchanges, School of the Year award and Ruta BBVA programs for School Districts in Delaware.

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.





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IV. DURATION

- IV.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.
- 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.- 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

Representing the Delaware Department of Education,

Mark Murphy

Secretary of Education

Representing the Ministry of Education, Culture and Sport

Ramón Gil-Casares Satrústegui

Ambassador of Spain to the United States of America