

**MEMORANDUM OF UNDERSTANDING BETWEEN THE SECRETARIAT OF
FOREIGN AFFAIRS AND THE SECRETARIAT OF PUBLIC EDUCATION OF THE
UNITED MEXICAN STATES AND THE NEBRASKA STATE DEPARTMENT OF
EDUCATION OF THE UNITED STATES OF AMERICA**

The Secretariat of Foreign Affairs, through the Office of the Institute for Mexicans Abroad (IME) at the Consulate of Mexico in Omaha, and the Secretariat of Public Education (SEP) of the United Mexican States, and the Nebraska State Department of Education of the United States of America, hereinafter referred to as “the Parties”;

IN ACCORDANCE WITH the precepts of the Memorandum of Understanding on Education between the Government of the United Mexican States and the Government of the United States of America, of August 8th 1990; agree as follows:

ARTICLE I

Objectives

The Parties have established as the main objectives of this MOU, the improvement of the quality and extent of the teaching of Spanish language and Mexican culture in Nebraska, through the following activities:

- a) initiate a Visiting Program of Mexican Teachers (hereinafter “the Program”) for the Bilingual Programs in Nebraska. The Mexican teachers should have the necessary capacity to teach subject areas such as mathematics, natural sciences, reading, humanities, social sciences, history, and Spanish language, and other subjects as may be necessary;
- b) strengthen the bilateral, educational, and cultural cooperation between the Nebraska State Educational System and the federal educational authority of the United Mexican States, as well as the mutual understanding and respect between the communities of the State of Nebraska and the United Mexican States;

- c) promote the educational and cultural exchange between Mexican teachers and Nebraska school districts;
- d) strengthen the linguistic and academic development, the knowledge of Mexican history, culture, values and traditions of Spanish-speaking students, and other participants in the Nebraska state bilingual programs;
- e) foster knowledge and appreciation of the histories, cultures, values and traditions which are unique to and that are shared by the two communities;
- f) establish adequate mechanisms for the fulfilment of joint projects that improve the quality of educational personnel;
- g) foster a permanent communication between Nebraska and Mexican teachers;
- h) contribute to enriching the linguistic competencies of Nebraska students at the preschool, elementary, secondary and high school levels, and
- i) further the development of mutual knowledge of both educational systems.

ARTICLE II

Visiting Teacher Program Cooperative Activities

The basic means of cooperation between SEP and Nebraska State Department of Education will be implemented through a "Visiting Teacher Program". For the attainment of the objectives in this MOU, the Parties will carry out the following activities of cooperation:

- a) initiate the Visiting Program of Mexican Teachers to work in Bilingual education programs. The Mexican teachers should be trained in content areas such as mathematics, natural sciences, reading, humanities, social sciences, and Spanish language, and other subjects if deemed necessary by the Nebraska State Department of Education;
- b) coordinate with SEP's General Direction of International Relations regarding the dates when the selection and English evaluation of the Mexican teachers will be carried out in Mexico;

- c) cooperatively select a number of highly qualified teachers from Mexico who may be hired by the Nebraska school districts under local contract in elementary, middle and/or secondary and high school classrooms to teach in Nebraska schools;
- d) promote the assignment of teachers from Mexico who are qualified to teach in bilingual programs and/or teach the Spanish language and Mexican culture;
- e) invite Nebraska school districts to learn about the program and select those that will participate each year;
- f) support activities that allow the participating teachers to become aware of the pedagogical innovations and techniques that enrich different areas of teaching, and
- g) consider teachers in this program to be Visiting Teachers, who will be involved in the educational system of the State of Nebraska according to the following paragraphs of this MOU.

ARTICLE III

Specific Actions of Cooperation of Each Party

1. SEP will carry out the following activities:
 - a) publicize the Visiting Teachers' Program announcement, which shall include without limitation the announcement of the vacant positions to be filled each school year, implement the pre-selection process of those who have the basic academic and professional requirements for the position and collaborate in the selection process;
 - b) carry out an evaluation and validation of the credentials of each prospective candidate, and provide Nebraska State Department of Education with documentation of all such teaching credential information;
 - c) conduct a preliminary English proficiency screening using standards provided by the Nebraska State Department of Education to determine who is qualified;

- d) assist teachers to obtain visas and authorization from the United States Citizenship and Immigration and Naturalization Service in order to participate in the United States Department of State ("State Department") approved Nebraska Visiting Teachers' Program;
- e) grant leaves-of-absence licenses for up to three (3) years without pay to visiting teachers with the understanding that participating teachers are committed to returning to the Mexican educational system once their participation in the Program has concluded;
- f) assign an educational liaison to the Nebraska State Department of Education who will ensure the timely fulfillment of commitments of the SEP, including without limitation:
 - ii. coordination of logistics in terms of room, board and travel accommodations for Nebraska State Department of Education experts in Mexico who will be testing the potential participants' English language proficiency and for school districts who will be interviewing;
 - iii. assisting teachers in securing information on how to obtain lodging, food, local transportation, utilities and other necessary living arrangements.

2. Nebraska State Department of Education will carry out the following activities:

- a) annually determine which school districts will participate in the Program to extend offers of employment to the International Visiting Teachers;
- b) determine, in collaboration with selected Nebraska school districts, the number of visiting teachers to be hired by each school district;
- c) provide the SEP annually, a total number of openings for Mexican teachers that may apply for employment along with the teaching assignment requested by the district;
- d) designate experts to evaluate the English proficiency and the ability of prospective visiting teachers to teach in the schools of the State of Nebraska;
- e) determine appropriate teaching placements for prospective visiting teachers;

- f) facilitate the certification process required by the State of Nebraska, to ensure that visiting teachers obtain the professional license necessary to teach in Nebraska public schools;
- g) assist the SEP in obtaining teachers' visas and authorizations from the United States Citizenship and Immigration and Naturalization Service in order to participate in the United States Department of State ("State Department") approved Nebraska Visiting Teachers' Program;
- h) collaborate with SEP's General Direction of International Relations and the representative of the Institute for Mexicans Abroad in the Consulate of Mexico in Omaha, Nebraska, to communicate the names of the selected teachers and the school districts to which they were assigned;
- i) confirm that the selected teachers meet the insurance requirements designated for the J-1 Visa, and
- j) disseminate and provide information to school districts regarding the terms and parameters of this MOU and use its best efforts to assist school districts to accomplish the following:
 - i. employ the participating teachers;
 - ii. provide salaries for the visiting Mexican teachers that are in accordance with the approved salary schedules of their negotiated union contracts, where applicable;
 - iii. assist teachers in securing information on how to obtain lodging, food, local transportation, utilities and other personal expenses upon arrival in Nebraska, but neither Nebraska State Department of Education nor the school district will be obligated to cover such expenses unless this is part of an express hiring incentive;
 - iv. assign participating teachers, upon arrival to the assigned school district, an advisor who assists the teacher to make all the necessary living arrangements, and take care of other services related to their relocation, and provide such other assistance as the advisor deems appropriate;
 - v. allow visiting teachers to participate in all activities for professional development that the school districts offers for other similarly situated employees;

- vi. evaluate the teacher, annually, per agreed upon union contracts, where applicable;
- vii. provide Mexican teachers in the Program medical insurance and additional benefits offered by the school district, in accordance with the approved negotiated union contracts;
- viii. complete and submit to the Nebraska State Department of Education an annual report outlining and evaluating all Program activities in the district relative to the Program; and
- ix. provide the total number of openings (for Mexican teachers that may receive a contract) as well as the names of the schools in the district that will participate and hire teachers for the Program.

ARTICLE IV

Evaluation

Representatives of SEP and Nebraska State Department of Education will conduct an annual evaluation to develop a report on the application of this Program. This report will suggest proposals for improvement. The resulting data, in conjunction with data from the annual school district reports, will be used to inform the completion of the Program report due annually to the U.S. Department of State.

ARTICLE V

Resolving Controversies

Any difference derived from interpretation or application of this MOU will be resolved by the Parties through written agreement.

ARTICLE VI
Expenses and Costs

The financial contributions that are required for the execution of the activities that the present Agreement refers to will be subject to the budgetary availability of funds for both Parties.

ARTICLE VII
Final Provisions

This MOU shall enter into force from the date of its signature and shall remain in force for a three (3) years period. It shall be automatically renewed for periods of one (1) year, unless any of the Parties notify in writing the other Party of its intent to terminate it with six (6) months in advance.

During the term of the MOU, the Parties may modify this MOU through written agreement, specifying the date of the entry into force of such modifications. Likewise, the Parties may establish annexes to this MOU, at any moment, through written agreement. Any such modification will take effect on the date of full execution.

The anticipated termination of this MOU shall not affect the conclusion of the activities of cooperation initiated while it was in force.

Signed in Lincoln, Nebraska, United States of America, on the 16 day of December of two thousand ten, on two original texts in the English and Spanish languages, both being equally valid.

**FOR THE SECRETARIAT OF PUBLIC
EDUCATION OF THE UNITED MEXICAN
STATES**

**FOR THE NEBRASKA DEPARTMENT
OF EDUCATION OF THE UNITED
STATES OF AMERICA**

**Mario Chacón Carrillo
General Director of International
Relations**

**Roger D. Breed, Ed.D.
Commissioner of Education**

**FOR THE SECRETARIAT OF FOREIGN
AFFAIRS OF THE UNITED MEXICAN
STATES**

**FOR THE STATE OF NEBRASKA OF
THE UNITED STATES OF AMERICA**

**Jorge Ernesto Espejel Montes
Consul of Mexico at Omaha**

**The Honorable Dave Heineman
Governor of Nebraska**

HONOR WITNESS

**Cándido Morales Rosas
Director, Institute of Mexican Abroad**

**Vickie Scow
World Language Education**