

**COLLABORATION AGREEMENT
BETWEEN THE SECRETARIES OF FOREIGN AFFAIRS AND PUBLIC
EDUCATION OF THE UNITED STATES OF MEXICO AND THE OREGON
DEPARTMENT OF EDUCATION, STATE OF OREGON, UNITED STATES OF
AMERICA**

The Secretariat of Foreign Affairs, through the Institute of Mexicans Abroad, and the Mexican Consulate in Portland, Oregon and the Secretariat of Public Education of the United States of Mexico (SEP); and the Oregon Department of Education (ODE), State of Oregon of the United States of America, are hereinafter referred to as "the Parties";

CONSIDERING the accomplishments achieved by the Parties in the development of a series of programs focused on the advancement and training of educational personnel from both countries who serve the needs of the Spanish-speaking population, primarily of Mexican origin;

RECOGNIZING the importance of establishing collaborative programs that serve mutual needs and interests;

CONSIDERING the linguistic and cultural richness of the Mexican and Hispanic heritages in the State of Oregon, together with the increasing connection between communities in the United Mexican States and Oregon school districts;

TAKING INTO ACCOUNT that this historical tradition has been reflected in the various bilateral agreements between the Governments of in the United Mexican States and the United States of America;

IN ACCORDANCE WITH the Memorandum of Understanding on Education between the Government of in the United Mexican States and the Government of the United States of America, signed on August 8th 1990;

Have agreed to the following:

ARTICLE I

Objectives

The present Collaboration Agreement 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 State of Oregon School District Bilingual Education Programs, through the Visiting Teachers' Program.

ARTICLE II

Activities of Cooperation

For the attainment of the objectives in the present Collaboration Agreement, the Parties will carry out the following activities of cooperation:

- a. Strengthen the bilateral, educational and cultural cooperation between both educational systems, as well as the mutual understanding and respect between the communities served by the State of Oregon and the United States of Mexico;
- b. promote the educational and cultural exchange of teachers with Oregon school districts;
- c. strengthen linguistic and academic development, the knowledge of history, culture, values and traditions for all students in Oregon Education Programs in order to strengthen their cultural competency and to improve their education;
- d. establish adequate mechanisms for the fulfillment of joint projects that improve the quality of educational personnel;

- e. support activities that allow the participating teachers to learn pedagogical innovations and techniques that enrich different areas of teaching;
- f. support research projects that equally benefit and enrich the cultural diversity and education research in both Mexico and Oregon school districts;
- g. foster an ongoing communication between Oregon school district teachers and the Mexican teachers. This exchange will contribute to enrich the linguistic competencies of the school district's students at the preschool, elementary, secondary and high school levels;
- h. reinforce the teaching/learning process in the Spanish language;
- i. agree to 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;
- j. initiate a visiting program of Mexican teachers experienced in Bilingual Education, with the capacity to teach subject areas such as mathematics, natural sciences, humanities, history, Spanish language, Special Education and other subjects;
- k. promote the cooperation through the assignment of Mexican teachers to Oregon schools to provide content area classes in Spanish and English languages at the preschool, primary, secondary and high school levels in Oregon schools; and
- l. coordinate the dates when the selection and evaluation of the Mexican teachers will be carried out in Mexico City.

ARTICLE III

Specific Actions of Cooperation

The Secretariat of Public Education of the United States of Mexico (SEP) will conduct the following activities:

- a. Annually publish the Notice/Call for the Visiting Teachers' Program;
- b. evaluate the academic training and educational experience of applicants;

- c. pre-select and provide orientation for the Mexican teachers that meet the evaluation requirements and profiles necessary to provide instruction in Oregon school districts;
- d. provide the required information to the Oregon Department of Education regarding the Mexican teachers interested in participating in the Visiting Teachers Program;
- e. the federal and state educational authorities of Mexico will notify the teachers of their selection to the Program and will facilitate the respective processes;
- f. collaborate in the supervision and evaluation of the performance of Mexican teachers in the Oregon school districts;
- g. promote the exchange of educational and cultural materials between both educational systems;
- h. oversee the timely fulfillment of the commitments established in the Program's Notice/Call; and
- i. grant leaves-of-absence for three years without pay to participating Mexican teachers with the understanding that participating teachers are committed to return to the Mexican educational system once their participation in the Visiting Teachers Program has concluded.

The Oregon Department of Education will conduct the following activities:

- a. Provide to the Secretariat of Public Education of the United States of Mexico (SEP) the necessary information about the schools and all the activities made subject to this Agreement;
- b. provide the necessary assistance so that participating teachers obtain a J-1 Visa for three years, in order to participate in the Visiting Teachers Program in the United States of America;
- c. facilitate the documentation process with the Oregon Teacher Standards and Practices Commission so that the visiting teachers may obtain the required teaching certificate;
- d. participate, in conjunction with the Secretariat of Public Education of the United States of Mexico, in the selection process of the visiting teachers;

- e. provide to the General Direction of International Relations of the Secretariat of Public Education of the United States of Mexico and the representative of the Institute of Mexicans Abroad assigned to the Consulate of Mexico in Portland, Oregon, the names of the selected teachers and the schools to which they are assigned;
- f. 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; and
- g. define and inform the General Direction of International Relations of the Secretariat of Public Education of the United States 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 Secretariat of Public Education of the United States of Mexico and the Oregon Department of Education.

Oregon school districts will conduct the following activities:

- a. Provide the Participating Mexican teachers with professional development classes offered by the individual school and school district in order to further their academic knowledge in studies related to education;
- b. provide the necessary infrastructure in the schools to facilitate the Mexican teachers' participation in the Visiting Teachers' Program;
- c. provide information on the site and location within the schools where the Mexican teachers are to be assigned to give classes;
- d. participate, in conjunction with the Secretariat of Public Education of the United States of Mexico, in the selection process of the visiting teachers;
- e. offer employment to the participating teachers in the Visiting Teachers' Program, so that these individuals may provide their services to Oregon school districts under terms and conditions of employment customarily offered to teachers of the district;

- f. 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;
- g. assure that the visiting teachers shall have the opportunity to participate in all activities for professional development that the participating school/school district offers;
- h. assign to the participating teachers, upon arrival to the assigned school 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;
- i. define and inform the General Direction of International Relations of the Secretariat of Public Education of the United States 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 Secretariat of Public Education of the United States of Mexico and the Oregon Department of Education;
- j. provide the total number of open teaching positions designated for this Program; and
- k. contract teachers for one to three school years, unless exceptional circumstances occur as to require modification of said time limits, with previous permission granted by the Mexican Government, the Oregon Department of Education and the school districts. 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 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 Oregon Department of Education and participating school districts, in order to evaluate and assure the complete fulfillment of this Collaboration Agreement.

ARTICLE IV
Expenses and Costs

The financial contributions that are required for the fulfillment of the responsibilities contemplated in this Collaboration Agreement will be subject to the budgetary availability of both Parties.

ARTICLE V
Medical Insurance

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

ARTICLE VI
Entry of Personnel

The Oregon Department of Education in cooperation with the participating school districts, as outlined in the District Agreement (Appendix I), will facilitate all necessary activities for the arrival, residence, and departure of participants in joint projects which are part of the present 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 Collaboration 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 school districts for a period of no more than three (3) years, with the obligation to return to the Mexican educational system for a minimum of a two (2) year period.

ARTICLE VII

Resolving Controversies

Any difference derived from interpretation or application of this Collaboration Agreement will be resolved by the Parties.

ARTICLE VIII

Final Provisions

The present Collaboration Agreement will take effect as of the date of its signing and will have a term of three (3) years, which can be extended for periods of equal duration upon execution of a written agreement by the Parties. Either Party may terminate this Collaboration Agreement upon one-hundred eighty (180) days' written notice to the other Party.

This Collaboration Agreement may be modified by means of the written consent of the Parties. These modifications will take effect on the date of their signing.

Signed in Mexico City, on the 18 of July of 2008, and in the city of Salem, Oregon, United States of America, on the 21 of July of 2008, on two original texts (in the Spanish and English languages), both being equally authentic.

**BY THE SECRETARIAT OF
FOREIGN AFFAIRS OF THE UNITED
STATES OF MEXICO**



**David Simón Figueras,
Acting Consul
Consulate of Mexico in Portland**

**BY THE OREGON DEPARTMENT
OF EDUCATION OF THE UNITED
STATES OF AMERICA**



**Susan Castillo
Superintendent of Public
Education**

**BY THE SECRETARIAT OF PUBLIC
EDUCATION OF THE UNITED
STATES OF MEXICO**



**Carlos García de Alba
Director General of International
Relations**



**Salam Noor,
Assistant Superintendent**

TESTIGO DE HONOR



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