



## Spanish Visiting Teacher Program Commitments

School Year 2020-2021

Application Deadline: Rolling Acceptance – Priority by March 20, 2020

### **I. Background Information**

Indiana's Memorandum of agreement (MOA) with the Ministry of Education of Spain was created to promote strong cross-cultural ties between the citizens of Indiana and the people of Spain and to address the shortage of qualified instructors of Spanish in many areas of our state. IDOE will be the initial contact to express your desire to have a visiting teacher from Spain and will provide technical assistance to schools throughout the application process. IDOE has posted information on our website about the J-1 Visa sponsor for the Spanish Visiting Teacher Program in Indiana.

Under this agreement, visiting teachers from Spain can be brought to teach in Indiana schools for a period of up to three years, depending on the availability of each individual teacher, his or her willingness to stay for an extended period, and the school district's interest in extending the visiting teacher's contract. Per regulatory updates in February 2016, schools/teachers may apply for a one or two-year extension beyond the initial three-year period, should this be desirable by both parties.

### **II. Conditions and Requirements for School/District Use of a Spanish Visiting Teacher**

*All school/district officials and sponsoring institution representatives who sign Spanish Visiting Teacher Program applications should carefully read and initial each of the following program requirements to indicate their understanding of each requirement and their school or district's commitment to comply with them at all times. These conditions ensure the well-being of our J-1 Visa recipients and satisfy U.S. Department of State, Homeland Security regulations. Building-level administrators should place their initials on the first line, and representatives of community/charter schools' sponsor organizations and/or district-level administrator should write their initials on the second line.*

#### **ONBOARDING**

- a. In order to best determine the adequacy of the candidates, IDOE will vet teacher candidates through an interview process coordinated by the Spanish Ministry of Education. Local school officials (in Indiana) will then interview identified potential candidates (via Skype).

**Initials:** \_\_\_\_\_

- b. Community schools and districts will identify a suitable host family with whom each visiting teacher can live for the first two or three weeks he or she is in the community. This will give the visiting teachers a safe place to stay and an initial opportunity for cultural immersion and adjustment while applying for a social security number, opening bank accounts, locating and furnishing an apartment, buying and insuring a car, etc. It also provides the visiting teacher with a family that can help the teacher to integrate quickly into the local community.

**Initials:** \_\_\_\_\_

c. Community schools and districts will provide each visiting teacher with assistance to expedite all activities associated with “settling in.” Community schools/Districts will acknowledge that visiting teachers will not be able to fully focus on their teaching responsibilities until their basic personal needs have been fully met. Community schools/districts will assist their visiting teachers with:

- securing a social security number;
- opening a bank account;
- renting a (furnished) apartment, setting up utilities and securing renter’s insurance coverage; and
- buying a reliable and affordable used vehicle and securing appropriate auto insurance.

Employing community schools/districts will demonstrate a certain degree of flexibility so that their visiting teachers can accomplish these tasks during regular business hours, preferably before the academic year begins.

**Initials:** \_\_\_\_\_

## COMPENSATION/CONTRACTS

d. Districts and community/charter schools (as assured by the community schools’ sponsors) will place their visiting teachers under contract in guaranteed, full-time positions and pay them the same salary that they would pay any other teacher, commensurate with their educational levels and previous years of service. An initial one-year contract can be followed by contract renewals of one or two years if all parties agree. Visiting teachers should receive the same amount of sick/personal leave as other teachers in the district. In schools/districts where collective bargaining agreements are in place for all teachers, compensation and benefits for Spanish visiting teachers must be in compliance with the terms of those agreements. **Initials:** \_\_\_\_\_

e. To ensure compliance with Federal J-1 visa regulations, community schools/districts will not request a visiting teacher or place him/her in a position unless they can ensure the permanency of that position for the duration of the school year and can guarantee that the position will not be eliminated due to budgetary cuts, reduction in force, tax levy failure or other factors which result in an adverse change in community school/district finances.

**Initials:** \_\_\_\_\_

f. Hosting community schools and districts will not issue “at will” employment contracts to visiting teachers. Contracts offered to visiting teachers must ensure adequate due process and intervention safeguards if their performance falls into an unsatisfactory status or if there is an allegation of misconduct.

**Initials:** \_\_\_\_\_

g. Community schools and districts will work with a J-1 Visa sponsoring organization to ensure compliance with the US Department of State regulations. The community school/charter school or will pay a fee directly to the J-1 Visa Sponsoring organization for their services which include a mandatory orientation in accordance with US Department of State regulations. This fee may vary based upon the number of visiting teachers that a school is requesting in addition to other factors. **Initials:** \_\_\_\_\_

h. The district or community school (as assured by its sponsor) will ensure that each visiting teacher has the following types of insurance coverage required by the U.S. Department of State, U.S. Homeland Security and Indiana’s Memorandum of Understanding with the Spanish government at all times, beginning on the day the teacher arrives in the United States through his/her last day in the country:

- Employee health insurance (minimum of \$100,000 benefit per accident/illness)
- Medical evacuation insurance (minimum of \$50,000 coverage)\*
- Repatriation of remains insurance (minimum of \$25,000 coverage)\*
- A deductible not to exceed \$500 per accident or illness

\* Currently, the Spanish Ministry of Education requires the Spanish visiting teachers to purchase their own medical evacuation and repatriation of remains insurances prior to their arrival in the U.S. If this requirement changes, the district or community school will assume responsibility for providing coverage. **Initials:** \_\_\_\_\_

i. Community schools and districts will deduct federal, state and local income taxes, union dues, Medicare, etc., from visiting teachers' pay per United States IRS Publication 515 and Publication 15 which both address details and requirements for nonresident aliens who are temporarily living and working in the U.S. Also, schools and districts will enroll their teachers in the Teachers Retirement Fund plan just as they would for any non-visiting teacher. At the conclusion of the visiting teacher's employment with the corporation, the school agrees to inform the teacher that he/she has the right to request a distribution from the Teachers Retirement Fund prior to returning to his/her home country.

**Initials:** \_\_\_\_\_

#### **WORKING CONDITIONS**

j. Community schools and districts will ensure that their visiting teachers' working conditions are safe, sanitary and conducive to teaching and learning at all times. In the case of community schools, IDOE and/or the sponsor reserve the right to visit the community school after the visiting teacher arrives and before instruction begins to confirm that the working conditions are as specified, and also to visit the community school bimonthly thereafter, while school is in session, to confirm that the working conditions continue to be acceptable.

**Initials:** \_\_\_\_\_

k. Community schools and districts will ensure that their visiting teachers' course loads are appropriate and manageable at all times and that adequate time for planning and preparation is built into the teachers' daily schedules. In the case of community schools, IDOE and/or the sponsor may check in with the visiting teachers to confirm that daily schedules continue to be appropriate and manageable. **Initials:** \_\_\_\_\_

#### **PROFESSIONAL DEVELOPMENT**

l. Community schools and districts will support the attendance of their visiting teachers at a summer pre-service orientation provided by IDOE and the Spanish Resource Center. If possible, this will occur in conjunction with the required orientation of the J-1 Visa Sponsoring Organization as required by the U.S. Department of State's J-1 Visa Exchange Visitor Program. **Initials:** \_\_\_\_\_

m. Community schools and districts will each send a representative to join their visiting teachers on the last day of their pre-service orientation to participate in joint training sessions (typically the last Friday in July) and relay important programmatic information back to the appropriate school/district officials. The community school or district representatives should make arrangements for transportation for their visiting teacher to attend if a car has not yet been purchased by the teacher at the time of the orientation.

**Initials:** \_\_\_\_\_

n. Community/charter schools and districts will ensure participation for the visiting teachers to attend a one-day professional development workshop sponsored by IDOE during the fall. The workshop will provide the visiting teachers with follow-up to the summer pre-service training. It will be designed to incorporate feedback on their initial performance in the classroom and the continuing professional development needs expressed by the visiting teachers. **Initials:**

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o. Community/charter schools and districts will provide their visiting teachers with a regular schedule of mentoring by trained mentors who will work regularly with the visiting teachers over the course of the school year. The mentoring program should emulate the mentoring that is received by other first-year teachers in the school or district.

Community/charter schools will ensure that regular classroom observations and constructive feedback will be made by mentors and administrators, especially at the beginning of the school year, to provide the visiting teachers with the guidance they need to quickly adapt to the U.S. system of education and effectively manage all aspects of their classes.

**Initials:** \_\_\_\_\_

p. Community/charter schools and districts will provide adequate orientation for the visiting teacher prior to the start of the school year. If a new teacher orientation is held or professional development is provided prior to the start of classes, the visiting teacher should be included. If a stipend for these events is paid to the regular teaching staff, the visiting teachers must also be given the same compensation.

**Initials:** \_\_\_\_\_

q. Community/charter schools and districts will arrange for first-year visiting teachers to spend some time during the first week of classes observing other teachers in the school who are known to be highly effective in terms of building initial rapport with their students, establishing order and managing their classrooms, incorporating student interests into their lessons, integrating technology, teaching with Indiana's academic standards in mind, assessing student growth and achievement, etc. The community school/district will support the premise that guided observations and opportunities to process what they see, especially during the first week or two of the school year, will significantly improve their visiting teachers' chances for rapid acclimation to the U.S. educational system and their overall chances for success.

**Initials:** \_\_\_\_\_

r. Community/charter schools and districts will immediately report to both the J-1 Visa Sponsoring organization and IDOE any infraction of the law that is allegedly committed by a visiting teacher. In the case of community schools, the sponsor shall also be informed of any reports of infractions of the law. Community/charter schools/districts will ensure that their visiting teachers receive due process in the event an alleged violation of the law.

**Initials:** \_\_\_\_\_

### **III. Acceptance of the Conditions and Requirements for Participation in the Spanish Visiting Teacher Program**

This document must be signed by the superintendent or another school/district official who is authorized to approve participation in the Visiting Spanish Teacher Program.

Name of the Chief Administrator or Authorized Official: \_\_\_\_\_

Job Title: \_\_\_\_\_ Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

By signing this document, I certify that I have carefully read the *Conditions and Requirements for School/District Use of a Spanish Visiting Teacher* detailed above and will ensure my school or district's compliance with them at all times.

\_\_\_\_\_  
Signature of the Chief Administrator or Authorized Official

\_\_\_\_\_  
Date

Community/charter schools must additionally present this document to their sponsoring institutions and secure their approval for the placement of each Spanish visiting teacher that is being requested.

Name of the Sponsoring Institution: \_\_\_\_\_

Name of the Authorized Official: \_\_\_\_\_

Job Title: \_\_\_\_\_

Email address: \_\_\_\_\_ Phone #: \_\_\_\_\_

By signing this document, I certify that I have carefully read the *Conditions and Requirements for School/District Use of a Spanish Visiting Teacher* detailed above and will ensure that the community school that my organization sponsors is in compliance with them at all times.

\_\_\_\_\_  
Signature of the Sponsoring Institution's Authorized Official

\_\_\_\_\_  
Date

**Please email the application, assurances, salary schedule, and SY 2020-2021 calendar to:**

Rebecca Estes  
Director of Leadership and Innovation  
Indiana Department of Education  
115 West Washington Street  
Indianapolis, IN 46204  
[restes@doe.in.gov](mailto:restes@doe.in.gov)

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