



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

MEETING DATE	Aug 2 2016 10:15AM - Regular School Board Meeting
AGENDA ITEM	OPEN ITEMS
CATEGORY	GG. OFFICE OF HUMAN RESOURCES
DEPARTMENT	Talent Acquisition & Operations (Instructional Staffing)

Special Order Request	
<input type="radio"/> Yes	<input checked="" type="radio"/> No
Time	
Open Agenda	
<input checked="" type="radio"/> Yes	<input type="radio"/> No

ITEM No.:
GG-1.

TITLE:
Agreement between College Board and The School Board of Broward County, Florida

REQUESTED ACTION:
Approve the Agreement between College Board and The School Board of Broward County, Florida, to enter into a Chinese Guest Teacher Agreement.

SUMMARY EXPLANATION AND BACKGROUND:
The Chinese Guest Teacher Agreement between College Board and The School Board of Broward County, Florida, will enable a guest teacher from the People's Republic of China to teach Chinese language and culture in Broward County Public Schools subject to the terms and conditions of this contract. College Board will supplant \$13,000 of the teacher's salary. The Chinese Guest Teacher Agreement is effective through June 9, 2017. For additional information, please see the Executive Summary.
This agreement has been approved as to form and legal content by the Office of the General Counsel.

SCHOOL BOARD GOALS:
 Goal 1: High Quality Instruction Goal 2: Continuous Improvement Goal 3: Effective Communication

FINANCIAL IMPACT:
Funding for the position has been allocated in the school budget.

EXHIBITS: (List)
(1) Executive Summary (2) Dual Enrollment Agreement

BOARD ACTION:
APPROVED
(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:

Name: Susan T. Rockelman	Phone: 754-321-2324
Name: Guy Barmoha	Phone: 754-321-2119

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Senior Leader & Title

Craig J. Nichols - Chief Human Resources & Equity Officer

Signature
Craig J. Nichols
7/26/2016, 11:25:24 AM

Approved In Open Board Meeting On: **AUG 02 2016**
By: *Rosalind Argued*
School Board Chair

EXECUTIVE SUMMARY

Below is an executive summary of the Agreement between The School Board of Broward County, Florida and College Board.

Program	Chinese Guest Teacher Agreement with College Board
Status	Request approval of the Chinese Guest Teacher Agreement with College Board
Funds Requested	None
Financial Impact Statement	Funding for the position has been allocated in the school's budget. Administrative fees are \$2958.40. College Board will supplant \$13,000 of the teacher's salary
Managing Department/School	Secondary Learning
Project Description	The Chinese Guest Teacher Agreement between College Board and The School Board of Broward County, Florida, will enable a guest teacher from the People's Republic of China to teach Chinese language and culture at Fort Lauderdale High School subject to the terms and conditions of this contract. College Board will supplant \$13,000 of the teacher's salary. The Chinese Guest Teacher Agreement is effective through June 9, 2017.

AGREEMENT

THIS AGREEMENT is made and entered into as of this 2nd day of August 2016,
by and between

SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereafter referred to as SBBC),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

COLLEGE ENTRANCE EXAMINATION BOARD
(hereafter referred to as College Board)
whose principal place of business is
250 Vesey Street, New York, New York 10281

WHEREAS, the Parties recognize the importance that the English and Chinese languages carry as a means of communication between countries, and the valuable role they play in the exchange of cultures;

WHEREAS, the Parties are driven by the same desire to reinforce bonds between the citizens of their respective communities and to cooperate in actions carried out by both institutions in order to develop the educational model of the new millennium in which global competence will be a basic component;

WHEREAS, the Parties are convinced of the possibility that the partnership of both entities can offer to the field of Education by providing a mechanism to explore best practices in our respective educational systems,

WHEREAS, the Chinese Guest Teacher program will enable a guest teacher from the People's Republic of China to teach Chinese language and culture in Broward County Public Schools subject to the terms and conditions of this contract.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Purpose.

This document contains the Program Terms and Conditions (“PTAC”) applicable to the participation of SBBC in the Chinese Guest Teacher Program (“Program”), administered by the College Board.

Definitions of words and phrases used in this document are provided in Section 14, Definitions.

2. SBBC Obligations.

SBBC agrees to comply with the requirements and fulfill the commitments (“SBBC Obligations”) contained in the following documents, in the following order of precedence:

- (A) These Program Terms and Conditions, including policies and guidelines referenced herein or later issued by College Board;
- (B) SBBC’s application to participate in the Program, with any amendments; and
- (C) Chinese Guest Teacher Program Guidelines for Host Schools and Districts (“Guidelines”). **Appendix D**

3. Term.

SBBC obligations are effective on the date this agreement is executed by SBBC and shall expire on June 30, 2017 unless the Program or School’s participation in the Program is sooner terminated in accordance with Section 12, Termination.

4. Program Implementation.

SBBC agrees to comply with the following requirements and fulfill the following commitments:

- (A) Position Appointment: Appoint **1** Chinese guest teacher (“Teacher”) assigned to SBBC to a temporary, full-time teaching position with a period of appointment from 8/15/2016 (“**Start Day**”) to 6/9/2017 (“**End Day**”), which position includes classroom teaching, curriculum and materials development, school Chinese program development, cultural enrichment activities, and other related activities. **The assigned schedule for Teacher should not exceed either five (5) class periods or five (5) hours of classroom teaching per day.** To the extent feasible and in accordance with the SBBC’s employment policies and any applicable collective bargaining agreement, the schedule must allocate adequate time for tasks such as: preparation of class lessons and materials by Teacher, observation of U.S. teacher-led classes by Chinese guest teacher, development of cultural exchange activities, meetings with mentor and/or others to facilitate understanding of U.S. classroom expectations, and more. Such balanced work schedule ensures the Guest Teacher has sufficient time to be involved in cross-cultural programs where they can learn about the United States and its people in accordance with J-1 exchange visitor visa program

objectives.

- (B) Appointment Confirmation: Issue to each Teacher a signed written confirmation of the teaching appointment (“Appointment Document”), on School letterhead, which contains information set forth in the template appended to these PTAC as **Appendix A**. Each teaching site identified in the Appointment Document must be within the same school district, and in no event may SBBC require teacher to work at more than two (2) teaching sites in one day, or at three (3) teaching sites total without Prior Approval.
- (C) Program Management: School shall:
- i. Assign a Program Contact to coordinate the institution’s participation in the Chinese Guest Teacher Program;
 - ii. Arrange for Teacher’s airport meet and greet;
 - iii. Arrange for “settling in” assistance to Teacher;
 - iv. Provide Teacher with a School and local community orientation;
 - v. Prepare existing School faculty for Teacher’s arrival;
 - vi. Introduce Teacher to School through welcoming and other activities;
 - vii. Assist Teacher with making social contacts;
 - viii. Include Teacher in professional development and learning opportunities available to visiting teachers;
 - ix. Explain School policies and procedures to Teacher;
 - x. Assist Teacher with teaching assignments, curriculum development, and professional goals; and
 - xi. Observe Teacher’s classroom instruction.
- (D) Mentors: Designate and assign to each Teacher at least one School academic/professional mentor, and at least one School cultural mentor, each mentor having responsibilities.
- (E) Development and Training: Make available to each Teacher professional development or job-related training programs commensurate with those professional development or training programs provided to similarly situated teachers in School or School’s district, and allow Teacher to attend professional development and other workshops organized for Teacher by College Board, including the 2017 National Chinese Language Conference sponsored by the College Board.
- (F) Prohibition on Teacher Recruitment: Ensure that Teacher will not permanently replace full-time or part-time employees of School, and ensure that School does not engage in any activity designed to recruit or train Teachers for permanent employment in the United States in violation of J-1 exchange visitor visa regulations.
- (G) Chinese Programs: Confirm the School’s intent to continue offering Chinese language courses beyond the term of Teacher’s appointment with School, through employment of a full-time Chinese language teacher or through other arrangements designed to ensure continuity of Chinese language courses.

- (H) Teaching Sites: Ensure that Teacher will teach only at the teaching site(s) identified in the Appointment Document. Teacher will be assigned to teach at up to two (2) teaching sites per day, only provided that the teaching sites are within a reasonable distance of one another (e.g. less than twenty minutes travel time) and that transportation between sites will be arranged and paid for by the host institution. Teacher may teach in no more than three (3) schools total within the same district, without prior approval from the College Board. However, Teacher may participate in occasional School field trips and School activities outside these locations. If there are any changes in the teaching site(s), School will obtain their Appointment Document with the teacher and notify College Board of the changes at least two weeks in advance of the change in site.
- (I) Teaching Resources: Furnish each Teacher with teaching materials, resources, work space, supplies, and other related assistance comparable to other teachers at School.
- (J) Teacher Access: Provide each Teacher with access to a computer, electronic mail (including a School e-mail address), School libraries, facilities, events, and activities, consistent with School policies applicable to other teachers at School.
- (K) Ensure that each Teacher meets all applicable prerequisites, standards, and requirements for teaching in the state, county, district, and all School sites.
- (L) Housing and Transportation: All complimentary housing must be consistent with the housing guidelines outlined below:

School-provided complimentary housing for the first month of the Teacher's period of appointment with school must include a private bedroom for each Teacher in a private or shared apartment or house, equipped with basic furnishings in clean and good condition, and basic utilities (electricity, water, gas, and heat/air conditioning depending on location). If such housing shall be arranged with a local host family, then the housing should meet any relevant J-1 exchange visitor visa sponsor requirements issued by the Institute of International Education ("IIE"), and upon request School shall submit to College Board, the following information:

1. Name, address, and telephone number of host family and the phone number and address for the location where Teacher will be staying upon arrival, if different;
2. Host family selection and screening procedures undertaken by School;
3. Protocols and procedures relating to (a) Teacher's ability to raise with School concerns, complaints, and any other items pertaining to room and board; and (b) alternative placements for Teacher if a host family placement is not successful; and
4. Copy of any written agreement between School and the host family, and any written agreement between Teacher and the host family.

- (M) Nondiscrimination: Treat Teacher with dignity and civility; comply with all applicable nondiscrimination and employment laws; and not engage in any form of discrimination, harassment, or other inappropriate conduct toward Teacher.
- (N) Host Institution Orientation: Program Contact, as well as principals of all teaching sites, are required to attend a Host Institution Orientation session furnished by the College Board for all institutions hosting guest teachers in 2016-2017 to acquire an overview of hosting Chinese guest teachers. The orientation were offered online through Webinars on May, 18, 2016 and June 2, 2016, and will require submission of an Orientation Confirmation Form upon completion. This form must be received by College Board prior to the arrival of the guest teacher.
- (O) SBBC shall maintain its accreditation and comply with local and state rules, regulations and laws. The School shall maintain clean, safe and well-maintained buildings that accommodate the School at full enrollment.
- (P) Cross Cultural Activity. School shall facilitate the following activities to be completed by the Teacher:
 - i. An activity for the teacher's classroom, larger host school or host school district population, or the community at large designed to give an overview of the history, traditions, heritage, culture, economy, educational system and/or other attributes of his or her home country. (NOTE: Teachers placed at international schools must conduct at least one cross-cultural activity per academic year outside the host school in nearby schools or communities where international opportunities may be more limited than those found in their host school.); and
 - ii. An activity that involves U.S. student dialogue with schools or students in another country, preferably from the Teacher's home school, through virtual exchange or other means, in order to supplement the goals of the in-person exchange.
 - iii. The collection of annual reports from the Teacher(s) detailing the cross-cultural activity component of the program. The report must include the Teacher's full name and indicate IIE as the J-1 visa sponsor's name. The report section about the cross-cultural activity component must contain the following information:
 - 1. The date(s) of each activity;
 - 2. The location of each activity;
 - 3. The audience for and participants in each activity;
 - 4. A general overview of each activity, including the topic; and
 - 5. The estimated impact of each activity.

5. Teacher Immigration Status.

- (A) Visa Sponsor: College Board has retained IEE to serve as the J-1 exchange visitor visa sponsor for the Teacher and College Board shall ensure that IEE will arrange for all immigration-related forms and documents required by U.S. federal regulations.

College Board shall ensure that IEE will issue to the teacher a "Terms of Appointment" document, a sample copy of which is attached to this Agreement as **Appendix B**.

- (B) Insurance: Consistent with U.S. J-1 visa requirements, College Board shall ensure that IIE will directly or indirectly through a third party provide each Teacher with adequate health and accident insurance, subject to School's compliance with Section 7(A). In the event School chooses to furnish health and accident insurance to Teacher, School may do so at its own expense, provided that (a) such insurance shall meet U.S. federal requirements, and (b) School provides documentation of such insurance to College Board on or before June 15, 2016. Subject to School's compliance with the previous sentence, the health insurance fee set forth in Section 7(A) will be waived by College Board.
- (C) Visa Compliance: School acknowledges that Teacher may not participate in the Program without a valid visa and that Teacher is required to abide by all rules and regulations applicable to his/her visa. Therefore, School acknowledges that the assignment of Teacher to School is contingent upon Teacher's receiving an appropriate visa to enter the United States. In the event a Teacher assigned to School is unable to acquire such visa or such visa is revoked, College Board will unassign or remove Teacher from the Program, and School acknowledges that although the College Board may try, there is no assurance that a replacement Teacher will be assigned to School.
- (D) Return to Home Country: SBBC acknowledges that each Teacher shall be required to return to his/her home country upon completion of Teacher's appointment to School in accordance with J-1 exchange visitor visa requirements, in order to share the skills and knowledge that such Teacher gained while in the United States.
- (E) Cooperation: School shall cooperate in good faith with College Board and IIE for the purpose of facilitating compliance with any and all visa and immigration-related items, information, or documentation.
- (F) Acknowledgment of Non-employment: SBBC acknowledges that there is no employment relationship between College Board and Teacher, and College Board is not a representative or agent of Teacher's home country employer (if any). Furthermore, SBBC acknowledges that College Board is not a representative or agent of the Hanban/Confucius Institute Headquarters ("Hanban").
- (G) Illegal Activity: SBBC will comply with all applicable U.S. federal, state and local laws designed to combat money laundering, terrorism financing, and similar illegal activities, including but not limited to the provisions of the Bank Secrecy Act (31 U.S.C. 5311 et seq.) as amended by the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 ("USA PATRIOT Act") (Public Law 107-56).

6. Teacher Compensation.

- (A) Commensurate Compensation: SBBC must compensate each Teacher in an amount that is commensurate with the salary amount paid to a U.S. teacher with similar responsibilities and similar education who is teaching full-time in SBBC or School's district ("Commensurate Compensation"). By accepting these PTAC, School certifies that the compensation paid to each Teacher is Commensurate Compensation and consistent with all applicable federal, state, and local laws and regulations, including income tax and other applicable withholding requirements. The Chinese Guest Teacher will be considered an employee of SBBC and shall complete and sign all new employee documents. Details of the Chinese Guest Teacher's compensation package are found in the offer letter. SBBC shall not directly provide a benefits package to the Chinese Guest teacher. The Guest Teacher's benefits package will be provided by The Institute of International Education.
- (B) Hanban Subsidy: Hanban shall subsidize Teacher compensation by making an annual cash contribution of thirteen thousand US dollars (\$13,000), which is composed of a \$1,000 initial payment and twelve (12) \$1,000 monthly payments ("Hanban Subsidy"), to be paid directly to each Teacher. School may include this amount in its calculation of Teacher's Commensurate Compensation (i.e., as if it were paid by School to Teacher).
- (C) Complimentary Housing: SBBC will also be required to provide complimentary housing (with basic utilities) and basic transportation to Teacher for the first month of Teacher's period of appointment with School (as specified in Section 4(A)), and provide assistance to Teacher in obtaining housing and transportation for the remainder of Teacher's term with School. The first month of housing and/or transportation must be complimentary to the teacher and may not be considered a part of the Commensurate Compensation.
- (D) Commensurate Compensation Inclusions/Exclusions: SBBC may include the Hanban Subsidy in its calculation of Commensurate Compensation. The SBBC may not include in its calculation of Commensurate Compensation to Teachers any amount associated with fees described in Section 7(A) (including health insurance fees, visa processing fees, and mailing fees), teaching material fees, fees associated with state teacher certification, complimentary housing as described in Section 6(C) or professional development and mentorship fees, that SBBC funds on behalf of a Teacher, nor may School deduct or withhold these amounts from a Teacher's paycheck. If any applicable provision of a collective bargaining agreement with SBBC's teachers requires specific items to be included in a Teacher's salary or compensation, or if applicable provisions of a collective bargaining agreement are otherwise inconsistent with the Program Documents, SBBC shall notify College Board in writing immediately. SBBC
- (E) Certifies that Teacher's appointment is consistent with applicable provisions of an applicable collective bargaining agreement.

(F) Validation of Compensation: Upon request, SBBC shall furnish the College Board with documentation that substantiates Commensurate Compensation for each Teacher.

Financial Disclosure: SBBC will provide each Teacher with the following information in the Appointment Document and Terms of Appointment:

- i. The name, location, and brief description of the host school;
 - ii. the terms and conditions of compensation (with any applicable deductions from gross salary, including but not limited to union fees, retirement fund fees, etc);
 - iii. the Position Appointment including a statement of the teaching requirements and related professional obligations, as well as the required cross-cultural activity component as set forth in section 4P (above) of the relevant regulations;
 - iv. anticipated housing options and cost implications;
 - v. specific local transportation options between the Teacher's residence and the host school and transportation cost estimates;
 - vi. estimated personal expense money for initial costs the Teacher may incur upon arrival in the United States prior to receiving his or her first paycheck.
- (G) Summer Term Compensation: Teacher is not required to work during School's summer term. However, School may offer summer work to Teacher (such work to be limited in location to the teaching site(s) identified in the Appointment Document), and if Teacher accepts such work, School must pay Teacher Commensurate Compensation for summer term work, consistent with the terms of this Section 6; provided however, that the Hanban Subsidy does not apply to Teacher's summer term compensation, and upon request School shall provide furnish the College Board documentation that substantiates Commensurate Compensation for summer term work for each Teacher.

7. Other Financial Obligations.

(A) Administrative Fees: School agrees to submit a check to College Board, within 30 days of receiving the invoice for the Chinese Guest Teacher Program from the College Board, for the following administrative fees, for each Teacher hosted by School:

Visa Processing Fee:	\$1,100 for new teachers & \$500 for renewing teachers
Health Insurance Fees: through IIE	estimated 12-month total of \$1,808.40 (\$150.70 monthly premium)*
Processing Fees:	\$50 for each Teacher
Year Total:	\$2,958.40 for new teachers & \$2,358.40 for renewing teachers

- This fee is subject to adjustment by the insurance provider; notice of any

adjustment will be provided in advance by College Board to School.

- College Board shall reimburse SBBC on a pro-rated basis for unused Health Insurance Fees if this agreement is terminated prior to the end date of June 9, 2017

Upon receipt of invoice, SBBC shall remit payment to the following address: College Entrance Examination Board, P.O. Box 30171, New York, NY 10087-0171.

- (B) Classroom and Other Expenses: SBBC agrees to fund on behalf of each Teacher all reasonable classroom and other expenses necessary to enable Teacher to fulfill his/her classroom obligations, and necessary to enable School to comply with the requirements and obligations set forth in Section 4.
- (C) SBBC shall be responsible for paying any of the following: (1) certification or licensure procedures and costs, or (2) any applicable placement fees. Such fees shall not be charged to Teachers and/or deducted from compensation paid to Teachers.

8. Sites Visits and Records.

- (A) Site Visits: College Board or its authorized representatives shall have the right, with reasonable advance notice, to conduct site visits, to observe the Teacher's classes, meet with School personnel, visit the Teacher's place of residence whether apartment or private home, and review any books, documents, records, correspondence, instructions, plans, receipts, vouchers, and memoranda relating to the Program, for purposes, which includes, without limitation, providing support and assistance to the teacher and School, verifying compliance with School Obligations, and evaluating School's implementation of the Program. School's failure to provide such access shall constitute a material breach of School Obligations.
- (B) Background Screening. College Board agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of College Board or its personnel providing any services under the conditions described in the previous sentence. College Board shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to College Board and its personnel. The parties agree that the failure of College Board to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. To the extent permitted by law, College Board agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from College Board's failure to comply with the requirements of this Section or with

Sections 1012.32 and 1012.465, Florida Statutes. Nothing herein shall be construed as a waiver by SBBC or College Board of sovereign immunity or of any rights or limits to liability existing under Section 768.28, Florida Statutes.

- (C) Record Retention: School shall keep accurate records and books of account showing all charges, disbursements, or expenses made or incurred by School by participating in the Program. School shall retain all records relating to the Program throughout the term of this PTAC and for a period of at least three (3) years after the end of School's participation in the Program, with any extensions thereof, or for such longer period(s) as may otherwise be required by applicable law. If any such records are or may be required to resolve any then threatened or pending claim or arbitration pursuant to this Program, the period of retention shall continue until final disposition of such claims or arbitration. The College Board, its external auditors, representatives or other consultants, shall have the right, upon reasonable notice, to audit the payments, costs, expenses, and disbursements made or incurred in connection with the SBBC's participation in the Program as well as for the validity of the representations made herein.

9. Reporting Requirements.

- (A) Progress Reports: School shall submit semi-annual reports in December and June of each academic year using the College Board's report templates. Each report shall include the information listed below, consistent with any supplementary guidance provided by College Board in the Guidelines:
 - i. A discussion of whether Program objectives are being fulfilled, and how such objectives are being fulfilled;
 - ii. Indication of whether there has been any material change in Teacher's teaching assignments and other responsibilities;
 - iii. Description of the contributions of Teacher to School;
 - iv. Assessment of Teacher's classroom and other performance at School, and suggestions for Teacher's improvement;
 - v. Updates about: School's Chinese program development and expansion; any additional support and funding for Chinese programs; student enrollment in such programs; and plans for continuing Chinese programs after Teacher's departure;
 - vi. Information on the number of international visiting teachers presently working in School; and
 - vii. Feedback about the Program, including any concerns or recommendations.
- (B) Immediate Reporting: SBBC shall notify College Board immediately upon any of the following occurrences:
 - i. The health, safety, or well-being of Teacher is called into question;
 - ii. Unexplained disappearance or absence of Teacher from School for more than 24 hours;

- iii. Significant concerns about Teacher's adjustment to living and working in the United States;
- iv. Any change in Teacher's address of residence in the United States, or location of teaching sites;
- v. Any change in insurance coverage provided by School to Teacher (if School chooses to opt out from the program insurance and provide separate insurance to Teacher);
- vi. Any attempt by Teacher to change his/her immigration status, which includes, without limitation, any change, if known, in Teacher's marital status;
- vii. Actions or omissions by Teacher (including poor performance, noncompliance with School policies or procedures, and academic or other misconduct) that would justify disciplinary action or dismissal of Teacher;
- viii. Teacher's involvement in any School disciplinary proceeding, or any federal, state, or local legal proceeding;
- ix. Any other problems, concerns, delays, or adverse conditions that will or may materially affect Teacher, or the Program's objectives or time schedules, together with proposed School actions to address such problems, concerns, delays, or adverse conditions; or
- x. Any substantive changes to the SBBC's Chinese program that will impact the teacher's assignment such as: changes to the school's program plan, funding, curriculum, enrollment and accreditation.

(C) Other Reporting: SBBC agrees to cooperate in good faith with College Board's requests for additional information or documentation pertaining to a Teacher or the Program.

10. SBBC represents and warrants to the College Board that:

- (A) SBBC is empowered under applicable state laws to enter into and perform under this Agreement.
- (B) The execution and delivery of this Agreement by SBBC and the performance by the School of its obligations under this Agreement have been duly and validly authorized.
- (C) All requisite corporate proceedings have been taken to authorize it to enter into and perform this Agreement.
- (D) SBBC maintains its accreditation and ability to establish and operate schools.
- (E) All statements and materials regarding SBBC, student enrollment, accreditation included in the application shall remain throughout the Term, true and correct and not misleading or incomplete for any reason including by reason of omission.
- (F) It has, and throughout the Term shall maintain the right to disclose all information transmitted by the College Board and, where third party information is being provided by the School to the College Board for use by the College Board, it has

obtained, and throughout the Term shall maintain, all licenses and approvals as may be required for the College Board to use such information in the manner and to the full extent contemplated under this Agreement.

11. Publicity and Use of Name.

- (A) Media Inquiries: SBBC agrees to promptly inform College Board of all media or other public relations inquiries about the Program or Teachers prior to responding thereto.
- (B) Publicity: Should SBBC desire to publish or release any publicity or public relations materials of any kind concerning or relating to the Program or Teachers, SBBC shall first submit such material to College Board for review. SBBC shall not publish or release any such material without College Board's prior written consent, which shall not be unreasonably withheld.
- (C) Use of Name: Except as otherwise permitted in this Section 11, SBBC will not use the name or logo of College Board or Hanban in any press release or product advertising, or for any other promotional purpose, without first obtaining the written consent of College Board.

12. Termination.

- (A) Termination for Cause: College Board may terminate SBBC's participation in the Program for cause at any time by written notice to SBBC if SBBC materially fails to comply with SBBC obligations. College Board shall ordinarily, prior to termination for cause, afford School a reasonable opportunity and time, not to exceed sixty (60) days, to justify or remedy its failure to carry out or comply with SBBC obligations. However, College Board shall not be required to provide such an opportunity in the case of fraud, or if immediate termination is required for reasons of health and safety, or for any other good reason.

Such termination for Cause events include, without limitation:

- i. SBBC fails to comply with this agreement or any applicable federal, state, or local law;
- ii. Any school participating under this Program loses its accreditation;
- iii. The fiscal condition of the School is deficient in accordance with all school/district policies and procedures, applicable statutes, acts, ordinances, laws, rules, regulations, codes, and standards;
- iv. The continuation of the operation of the School is not in the best interests of the public, or of the students of the School;
- v. The School fails to pay the administrative fees in accordance with Section 7(A);
- vi. The School breaches any of the Representations and Warranties as set forth in Section 10;
- vii. The school fails to validate the Compensation furnished to Chinese guest teachers in accordance with Section 6;

- viii. The school fails to pay the Chinese Guest Teachers Compensation in a timely fashion;
 - ix. The school fails to furnish adequate housing as required in Section 4L, if providing housing as part of compensation; or
 - x. School's student enrollment decreases significantly as required in Section 4O.
- (B) Other Termination Events: College Board, in its sole discretion and by written notice to School, may terminate School's participation in the Program upon any of the following:
- i. Hanban no longer makes funding available for the Program or materially reduces funding for the Program;
 - ii. The Hanban and College Board contract for the Chinese Guest Teacher Program terminates;
 - iii. One or more Teachers assigned to School:
 - (a) withdraws from the Program, or from School;
 - (b) is terminated by School;
 - (c) cannot obtain a visa or has his/her immigration status revoked;
 - (d) engages in unauthorized income-producing activities in the United States;
 - (e) engages in activity that, in the sole discretion of College Board, is inconsistent with the best interest of the Program.
 - iv. School undergoes a School Change in Control; or
 - v. School discontinues operations.
- (C) Transitional Arrangements: In the event of termination under Section 12(B) (iii), College Board in its sole discretion may assist School to make transitional and other arrangements to alleviate the effect of the termination on Teacher and School, and School agrees to cooperate in good faith with such efforts. However, School acknowledges that there is no assurance that a replacement Teacher will be assigned to School.
- (D) Teacher Discipline or Termination: SBBC shall immediately notify the College Board in the event issues arise related to a Teacher's performance and/or any issues related to Teacher's placement with School.
- (E) This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

13. Additional Provisions.

- (A) **Compliance with Law and Policies:** School shall comply with all applicable laws and regulations, applicable collective bargaining agreements and with its own policies and procedures as consistent with these PTAC, in its participation in the Program.
- (B) **Governing Law:** This Program and all policies, guidelines, and requirements referenced herein shall be construed in accordance with the terms and conditions set forth in the Program Documents, and the laws of the State of Florida, without regard to choice or conflict of laws principles that would cause the application of any other laws. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.
- (C) **Force Majeure:** If either party is rendered unable, wholly or in part, by force majeure, to perform its obligations under this Program, the performance of such obligations by such party, so far as they are affected by force majeure, shall be excused from the inception of any such inability until it is corrected, but for no longer period. The party claiming an inability to perform shall immediately after the occurrence of the force majeure, notify the other party verbally of the nature, date of inception, and expected duration of the force majeure, and the extent to which it will prevent the party giving such notice from performing its obligations under this Program. The party giving notice shall confirm such notification in writing as soon as practicable. The party claiming inability to perform shall promptly correct such inability to the extent it may be corrected through the exercise of reasonable diligence. The term “force majeure” shall mean any act, event, cause, or occurrence rendering a party unable to perform its obligations which is not within the reasonable control of such party, excluding any act, event, cause, or occurrence caused by a party’s own financial condition or negligence and includes, but is not limited to fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter.
- (D) **Language of Communication:** The language of all communications in connection with the Program shall be English.
- (E) **Amendments:** Except as otherwise provided in these Program Terms and Conditions, no change to the terms of the Program may be made without the mutual agreement of College Board and School. College Board may at any time on written notice to School amend or add to the policies and guidelines referenced herein, which are hereby incorporated in these Program Terms and Conditions, and any such amendment or addition shall take effect in accordance with its terms. No amendment of any Program Documents shall adversely affect any vested rights of School which arose or accrued prior to the effective date of such amendment.

- (F) No Third Party Beneficiary: Except as set forth specifically in the Program Documents, the Program Documents are not intended to create and do not create any rights in or benefits to any third party.
- (G) Nature of Relationship: School shall be considered an independent contractor for purposes of this Program. Nothing in the Program Documents shall constitute a partnership or joint venture or establish a relationship of agency between College Board or School. No employee of College Board or School shall be considered to be an employee of the other, and neither College Board nor School shall enter into any contract or agreement with a third party that purports to obligate or bind the other.
- (H) Waiver of Default or Breach: Failure of either party to exercise any of its rights under this Program shall in no way constitute a waiver of those rights, nor shall such failure excuse the other party from any of its obligations under this Program. No benefit or right accruing to either party under this Program shall be waived unless the waiver is reduced to writing and signed by both parties. The waiver, in one instance, of any act, condition, or requirement stipulated in this Program shall not constitute a continuing waiver or a waiver of any other act, condition, or requirement, or a waiver of the same act, condition, or requirement in other instances, unless specifically so stated. Except as otherwise provided in the Program Documents, the rights and remedies provided in the Program Documents shall be cumulative and not exclusive of any rights or remedies provided by law.
- (I) Entire Agreement: The Program Documents contain the entire terms and conditions applicable to the Program and supersede and replace any prior written or oral agreements, representations, or understandings between College Board and School.
- (J) Notices: Any notices, authorizations, or approvals concerning this Program shall be in writing. Unless otherwise provided, all notices shall be sufficient when delivered in person, or sent by telex, facsimile, electronic mail, or by certified or registered air mail or international courier, to the Authorized Institutional Representative designated below, or to a person designated by the Authorized Institutional Representative.

To the College Board:

Robert Davis
Executive Director, Chinese Language & Culture Initiatives
The College Board
250 Vesey Street
New York, NY 10281
Telephone: (212) 520-8560
Fax: (347) 649-2026
with a copy to:

Office of Legal Counsel
The College Board
250 Vesey Street
New York, NY 10281
Tel: (212) 713-8000
Fax: (212) 713-8036
Attention: General Counsel

To SBBC:

Robert Runcie, Superintendent of Schools
The School Board of Broward County
600 SE Third Avenue
Fort Lauderdale, FL 33301

Priscilla Ribeiro
Principal, Fort Lauderdale High School
1600 NE Fourth Avenue
Fort Lauderdale, FL 33305
Tel: 754-322-1100
Fax: 754-322-1230
Priscilla.ribeiro@browardschools.com

Bob McKinney
Advanced Studies Coordinator
Broward County Public Schools
600 SE Third Ave.
Fort Lauderdale, FL 33301
Tel: 754-321-2119
Fax: 754-321-1888
Bob.mckinney@browardschools.com

- (K) Severability: Should any term or condition of the Program be determined to be unlawful by a court of law or adjudicative body with jurisdiction over the parties, the remaining terms and conditions of the Program will continue to remain in force and effect and shall be interpreted so as to best effect the original intentions of the parties.
- (L) Survival: All provisions of the Program Documents, including without limitation Sections 13(B), 13(D), and 13(I) of these Program Terms and Conditions, that by their terms require any performance following expiration or termination of the Program (or termination of School's participation in the Program) shall survive such expiration or termination.

- (M) Assignment and Subcontracting: College Board may assign, subcontract, or delegate any of its rights or obligations to an Affiliate of College Board or to a third party without the consent of School. School may not assign any right or interest under the Program or delegate or subcontract any obligation to be performed or owed under the Program without Prior Approval.
- (N) Student Records: College Board personnel shall have no access to student records. Should College Board gain access to student records, then notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; FERPA, and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes."
- (O) Family Educational Rights and Privacy Act (FERPA) Compliance: In addition to the requirements under Section 14, Paragraph N, Student Records, College Board will comply with the requirements of Appendix C, Safeguarding the Confidentiality of Student Records and Information.
- (P) Liability. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

By *College Board*: *College Board* agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by *College Board*, its agents, servants or employees; the equipment of

College Board, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of *College Board* or the negligence of *College Board's* agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by *College Board*, SBBC or otherwise.

(R) No Waiver of Sovereign Immunity. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

(S) No Third Party Beneficiaries. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(T) Independent Contractor. The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

(U) Equal Opportunity Provision. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

(V) Default. The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably

extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section V.

- (W) Annual Appropriation. The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.
- (X) Excess Funds. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.
- (Y) Public Records. The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. College Board shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, College Board shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. College Board shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if College Board does not transfer the public records to SBBC. Upon completion of the Agreement, College Board shall transfer, at no cost, to SBBC all public records in possession of College Board or keep and maintain public records required by SBBC to perform the services required under the Agreement. If College Board transfer all public records to SBBC upon completion of the Agreement, College Board shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If College Board keeps and maintains public records upon completion of the Agreement, College Board shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT Bob McKinney, 754-321-2119, bob.mckinney@browardschools.com, 600 S.E. 3rd Avenue, Fort Lauderdale, Florida 33301).

- (Z) Compliance with Laws. Each party shall comply with all applicable federal, state and laws, SBBC Policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.
- (AA) Place of Performance. All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.
- (AB) Entirety of Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
- (AC) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- (AD) Assignment. Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.
- (AE) Incorporation by Reference. Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.
- (AF) Captions. The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.
- (AG) Preparation of Agreement. The parties acknowledge that they have sought and

obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

- (AH) Survival. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.
- (AI) Contract Administration. SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.
- (AJ) Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

14. Definitions.

The following definitions apply to these Program Terms and Conditions.

Affiliate	With respect to any person or entity, any other person or entity which controls, is controlled by, or is under common control with, such person or entity, where “control” means the possession, directly or indirectly, of the power to direct or cause the direction of management policies of a person or entity, whether through ownership of securities, by contract or otherwise.
Authorized Institutional Representative	An individual authorized to contractually bind the organization for purposes of the Program.
Prior Approval	Advance written approval from College Board.
Program Documents	The documents set forth in Section 2 (School Obligations) of these Program Terms and Conditions.

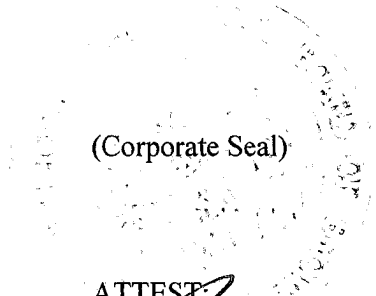
School Change in Control

Any of the following transactions involving School: (i) a merger, (ii) a consolidation, (iii) a transfer of all or substantially all of the assets of School in one or more transactions during a twelve month period, and (iv) the entry into a joint venture or other contractual arrangement pursuant to which another person or entity obtains rights to control the management or policies of School.

15. School Agreement and Acceptance.

The Authorized Institutional Representative for School must indicate acceptance of these PTAC by signing below.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.



(Corporate Seal)

ATTEST:

Robert W. Runcie
Robert W. Runcie, Superintendent of Schools

FOR SBBC

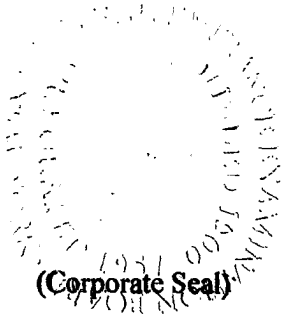
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By *Rosalind Osgood*
Rosalind Osgood Chair

Approved as to Form and Legal Content:

Kathelyn Jacques-Adams
Digitally signed by Kathelyn Jacques-Adams
DN: cn=Kathelyn Jacques-Adams, o=The School District of Broward County, Florida, ou=The Office of the General Counsel, email=kathelyn.jacques-adams@browardschools.com, c=US
Date: 2016.07.20 13:41:59 -04'00'

Office of the General Counsel



FOR COLLEGE BOARD

THE COLLEGE BOARD

ATTEST:

By *Jeremy Singer*

-or-

Witness _____

Witness _____

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF New York

COUNTY OF Kings

The foregoing instrument was acknowledged before me this 22nd day of July, 2016 by Jeremy Singer, C.O.O. of Name of Person
the College Board, on behalf of the corporation/agency.
Name of Corporation or Agency

He/She is personally known to me or produced _____ as identification and did/did not first take an oath. Type of Identification

My Commission Expires:



Nicole Simone McIntyre
Signature – Notary Public

Nicole Simone McIntyre
Printed Name of Notary

2/22/2019
Notary's Commission No.

Appendix A

*Note: These are samples only. Please **do not use these samples** to create the teacher's documents; follow the emailed directions from the College Board.*

DISTRICT/SCHOOL LETTERHEAD

TO: ,

FROM: , ,

SUBJECT: Confirmation of Appointment for ,

HOST INSITUATION:

Your period of appointment will be from to .

You will hold a temporary full-time position of Chinese teacher during the period of appointment. Accordingly, the Chinese language and/or cultural classes to be taught are .

You are expected to engage in cross-cultural activities inside the classroom and within the school, and you are encouraged to engage in cross-cultural activities outside the school, consistent with his/her teaching responsibilities. Failure to fulfill this requirement may be grounds for dismissal from the program.

Your compensation will be as follows:

- will provide you with salary of \$ for the period outlined above.
- Hanban will provide you a stipend of approximately \$13,000 for the period outlined above
- Your total compensation package (including salary and Hanban stipend) for the period outlined above will be \$.

The compensation package presented above is non-negotiable upon signing of this Confirmation of Appointment.

represents that (a) Total Compensation is commensurate with the compensation of a similarly situated teacher in the school or the school district, and (b) this appointment is consistent with any applicable provision of a collective bargaining agreement (if any) with the school's teachers.

From the amounts listed above, you will be expected to cover all daily living expenses, any domestic or international vacation travel for leisure, recreation and incidental expenses. Additionally, the information and estimated costs below are for your reference as you consider acceptance of this appointment:

- The terms and conditions of compensation, with estimated deductions from gross salary (including, but not limited to, possible tax deductions, supplementary medical insurance fees, union fees, retirement contributions, etc.)
 - The total annual estimated deductions are: \$
- Anticipated housing options and cost implications
- Specific local transportation options between the exchange visitor's residence and the host school and their estimated costs
 - Your housing options include, but are not limited to:
 - Your local transportation options include, but are not limited to:
- Estimated costs for initial personal expenses the exchange teacher may incur upon arrival in the United States prior to receiving his/her first paycheck
 - Your estimated costs for initial personal expenses upon arrival will be:
- certification or licensure procedures and costs;
 - an any applicable placement fees

You are expected to teach at the following teaching site(s), which shall not exceed 3 sites:

District/School Name:
 Address:
 City:
 State:
 Zip Code:
 Supervisor/Principal Name:
 Phone number:
 Total Student Enrollment:

District/School Name:
 Address:
 City:
 State:
 Zip Code:
 Supervisor/Principal Name:
 Phone number:
 Total Student Enrollment:

District/School Name:
 Address:
 City:
 State:
 Zip Code:
 Supervisor/Principal Name:
 Phone number:
 Total Student Enrollment:

Your primary point of contact within the school are:

Name: .
Position:
Phone:
Email:

Signature of Authorized School Official: _____

Name of Authorized School Official: .

Authorized School Official Position:

Date: _____

Accepted by: ,

Signature of Guest Teacher: _____

Date: _____

Appendix B

*Note: These are samples only. Please **do not use these samples** to create the teacher's documents; follow the emailed directions from the College Board.*

Date:

Teacher Name:

Teacher Address in China: Hanban/Confucius Institute Headquarters, 129 Deshengmenwai Street, Xicheng District, Beijing, China 100088

TERMS OF APPOINTMENT

Congratulations, Mr./Ms. , you have been selected as a Chinese guest teacher for (hereinafter the "District/School"). The Institute of International Education (hereinafter "IIE") will provide sponsorship of your J-1 Exchange Visitor Visa in the Teacher category under its P-3-10004 Exchange Visitor program.

It is essential that you understand these Terms of Appointment (hereinafter the "Terms") in their entirety. You must confirm your understanding, acceptance, and agreement to these Terms by signing your name on the last page and returning them promptly as instructed.

PURPOSE: The purpose of your program is to provide you with the opportunity to teach in the accredited primary or secondary school listed above. This is an exchange program and a temporary, not permanent, assignment in the United States. You are expected to return to China upon completion of your authorized program. **Permanent employment cannot be offered under these Terms.**

DATES: This exchange program will commence on July 20, 2016 and terminate on . Upon mutual agreement this academic exchange can be extended on a yearly basis until reaching the maximum allowable period set by the Federal Regulations. Currently, the maximum allowable period for the Teacher category is three (3) calendar years. It is understood that upon completion of your authorized exchange program you will return immediately to China. The dates of the program include a 10-day orientation at the address listed below prior to the beginning of your teaching assignment and post-program activities and preparation of final reports upon completion of your teaching assignment.

ORIENTATION SITE:

Location: UCLA De Neve Plaza
Address: 351 Charles E Young Drive West
City: Los Angeles
State: CA
Zip Code: 90024

DUTIES: You will be expected to devote a minimum of 32 hours per week to teaching, tutoring,

preparing lesson plans, organizing classroom activities, monitoring student achievements, assisting students with their studies, engaging in professional development activities, and communicating with parents. You will be a resource person whose knowledge will encourage the students' interest in your country and the global environment. You should bring information and materials about contemporary culture in your country, such as tapes of contemporary and folk music, recent literary publications and magazines, examples of advertising, governmental structures, and information about the student counterparts in your country. You will be required to submit a mid-point and year-end program report signed by your supervisor. This is a general outline of your duties. Additional details will be provided by your immediate supervisor.

SCHOOL: During this Appointment, the following District/School(s), which shall not exceed 3 sites, is/are offering you a teaching opportunity:

District/School Name:
Address:
City:
State:
Zip Code:
Supervisor/Principal Name:

District/School Name:
Address:
City:
State:
Zip Code:
Supervisor/Principal Name:

District/School Name:
Address:
City:
State:
Zip Code:
Supervisor/Principal Name:

Ratio of International teachers to American teachers at school(s) listed above:

Confirmation of school accreditation:

Description of grade/subject/teaching duties for guest teacher:

CROSS-CULTURAL ACTIVITIES FOR GUEST TEACHER: You confirm your understanding that your participation in the following cross-cultural activities is mandatory as part of your exchange program and agree to fulfill this requirement. Failure to fulfill this

requirement may be grounds for dismissal from the program.

1.

2.

FINANCIAL PROVISIONS: From the amounts listed below, you will be expected to cover all daily living expenses, any domestic or international vacation travel for leisure, recreation and incidental expenses. The total compensation listed is commensurate with that of a U.S. teacher, teaching in the same geographic area with similar education and teaching experience.

- District/School will provide you with salary of \$ for the period outlined in these Terms
- Hanban will provide you with a stipend of approximately \$ 13,000 for the period outlined in these Terms
- Your total compensation package (including salary and Hanban stipend) for the period outlined above will be approximately \$

The compensation package presented above is non-negotiable upon signing of these Terms of Appointment.

The information and estimated costs below are for your reference as you consider your participation in the program.

- The terms and conditions of compensation, with estimated deductions from gross salary (including, but not limited to, possible tax deductions, supplementary medical insurance fees, union fees, retirement contributions, etc.)
 - The total annual estimated deductions are: \$
- Anticipated housing options and cost implications
- Specific local transportation options between the exchange visitor's residence and the host school and their estimated costs
 - Your housing options and costs include, but are not limited to:
 - Your local transportation options and costs include, but are not limited to:
- Estimated costs for initial personal expenses the exchange teacher may incur upon arrival in the United States prior to receiving his/her first paycheck
 - Your estimated costs for initial personal expenses upon arrival will be:

TAX STATUS: Any income paid to you is subject to U.S. income tax regulations. It is your responsibility to inquire with the U.S. Internal Revenue Service and State of tax authority to see if you are required to pay tax on this income. It is your responsibility to obtain all proper documentation and to file an income tax return with the IRS whether or not you incur a tax liability.

PROGRAM POLICIES & REQUIREMENTS: To comply with J-1 visa regulations you are

expected to fully participate in the program activities described above and follow all instructions IIE gives you in regards to your exchange program. You are also expected to comply with the standards and policies of schools sites listed above at [Site of Activity]. You will be subject to the penalties of schools sites listed above at [Site of Activity] for any violation of these respective standards and policies. While in the United States under this exchange program, you must receive prior approval from IIE before any changes to your exchange program can be made. You will need to complete various reports throughout your exchange program. Such reports will include and are not limited to mid-term and final program evaluations, which must be co-authored and signed by you and your supervisor(s). IIE reserves the right to request reports and other information about you and your exchange activities and progress from schools sites listed above at [Site of Activity] and The College Board. Not complying with instructions, policies or standards, submitting reports or notifying IIE of any respective change within the time frame stated can be grounds for termination of your J-1 Exchange Visitor Visa status sponsorship.

Dependents on a J-2 visa are not allowed on this program.

CHANGES IN PERSONAL INFORMATION: You are always expected to inform IIE of changes in your address, phone number, e-mail address, immigration status, extension dates for passports, marital status, and plans for both domestic and international vacation travel and departure from the United States.

If you change your physical residence address, phone number or e-mail address at any time during your program you are required by law to inform IIE of these changes. IIE must report this information to USCIS. According to immigration regulations, any change of address, phone number or e-mail address must be reported to IIE within 10 days. If you fail to report this information within this time period, your legal status in the United States is in jeopardy. You should also report your mailing address (if you are unable/do not want to receive mail at your residence).

NON-IMMIGRANT VISA STATUS IN THE UNITED STATES: Under the Terms of your program, your visa status will be that of a J-1 Exchange Visitor in the Teacher category. **Under no circumstances can J-1 Exchange Visitors in the Teacher Category enroll in a course of study at a post-secondary level.** It is expressly understood between the parties that you shall not apply to adjust your exchange visitor status without the written consent of IIE. J-1 Exchange Visitors may be subject to the two-year home-country physical presence requirement. Further information on this requirement is given on the second page of Form DS-2019; we strongly advise you read this information carefully.

Once these Terms have been signed and returned to IIE, IIE will issue a Form DS-2019. The Form is required to apply for a J-1 entry visa. When you apply for said J-1 Exchange Visitor visa, you must take the Form DS-2019 along with your passport valid 6 months beyond the end date of sponsorship and a copy of these Terms. You are personally responsible, financially and otherwise to make all other arrangements to obtain the J-1 Exchange Visitor visa. This temporary teaching opportunity is available to you only if you secure a J-1 visa.

You acknowledge and agree that notwithstanding the College Board, IIE, the District, and/or your compliance with the J-1 Visa application process, there is no guarantee that you qualify for the J-1 visa

insofar as issuance of such visa is subject to the authority of the U. S. Embassy and Consulate in China. In the event that you are unable to acquire a visa to enter the United States to participate in the Program or such visa is revoked, then this Agreement will immediately terminate.

INSURANCE: J-1 Exchange Visitor regulations require that all J-1 visitors have health and accident insurance coverage which complies with federal regulations. As a College Board Chinese Guest Teacher, you will be enrolled in CISI (Cultural Insurance Services International) Institute of International Education Private Program.

DURATION OF STAY: You are required to complete the full period of these Terms. Should an emergency necessitate early departure, prior approval must be obtained from the District/School and IIE must be notified immediately. Your sponsorship is for the period of time specified above. Any extensions will be accompanied by additional Terms of Appointment. Provided all is in order, you may apply to IIE for a maximum of two extensions, not to exceed one year each.

Following the completion of your program, the period defined on the Form DS-2019, the United States Citizenship and Immigration Services (USCIS) allows program participants a 30-day travel period commonly referred to as the "Grace Period." During this 30-day grace period, you are no longer in J-1 visa status, and are under the jurisdiction of the USCIS. The USCIS grants this period to allow program participants to settle their affairs and to prepare to return to their home countries.

DEPARTURE FROM THE UNITED STATES: At least 30 days prior to the end date of your exchange program you must inform IIE of your plans of return travel to your home country. You must provide the name of the airline/transit company and flight/train/bus numbers, the date of departure, the city of departure, the date of arrival and the city of arrival.

In the case that you leave your program voluntarily, are terminated by the school sites listed above or the program before the end date of your program, you must notify IIE immediately and submit your departure form co-signed by your supervisor(s).

REVISION OF TERMS: IIE and the District/School reserve the right to revise or adjust these Terms for any reason including, but not limited to, late arrival and availability of funds.

REVOCATION OR TERMINATION OF AGREEMENT: IIE/District/School reserves the right to revoke or terminate these Terms. Grounds for such action include, but are not limited to, the following: violation of the laws of the United States; misconduct; unsatisfactory performance as a teacher; failure to complete the teaching position because of voluntary termination, including premature departure; engaging in full-time or part-time studies at a post-secondary level; engaging in unauthorized income-producing activities; lack of funding or other activities that in the judgment of IIE/District/School are inconsistent with the purposes and best interests of the J-1 Exchange Visitor Program.

AGREEMENT TO TERMS: By signing these Terms, you are indicating that you fully understand, accept and agree to comply with these Terms and you certify that you seek entry to the U.S for the exclusive purpose of this temporary full-time teaching opportunity at the accredited primary or secondary educational institution listed above. You also agree to accept a full-time teaching position with the District/School effective _____, subject to the completion of the usual employee

background check, including finger printing and securing a valid passport and visa. In addition, you certify that you will comply with the laws of the United States and you affirm that you have not and will not promote or engage in violence, terrorism or destruction of any State through violent means.

NOTE: These Terms are not negotiable upon arrival at your assigned school.

You shall sign below, and return one (1) fully executed copy of these Terms, so that IIE may proceed.

If you have any questions, please contact IIE exchangevisitor@iie.org.

Sincerely,

Jenny Wilson
Director, Exchange Visitor Sponsorship
Institute of International Education

Acknowledged and agreed as of the date first written above:

SIGNATURE OF AUTHORIZED SCHOOL OFFICIAL TITLE

PRINTED NAME OF AUTHORIZED SCHOOL OFFICIAL DATE

Acknowledged and agreed as of the date first written above:

SIGNATURE OF PARTICIPANT

PRINTED NAME OF PARTICIPANT

DATE

Appendix C

Safeguarding the Confidentiality of Student Records and Information

The parties acknowledge that Sections 1002.022, 1002.221 and 1002.222, Fla. Stat. and the Family Educational Rights and Privacy Act (FERPA, 20 U.S.C. § 1232g) and its implementing regulations (34 C.F.R. Part 99), protect the privacy rights of students and their parents with respect to information and records created and/or maintained by public schools. The student personally identifiable information (PII) may be disclosed only in compliance with FERPA. Pursuant to FERPA, the information provided by SBBC shall be limited to that which is necessary to effectively serve the student.

Each party participating in this Agreement further agrees to:

(1) Hold the student records and information in strict confidence and not use or disclose except as required by this Agreement or as required or permitted by law unless the parent of a student provides prior written consent for their release. All shared student records will be disclosed only to those who have a need to access the information in order to perform their assigned duties in the performance of this Agreement. Absent consent from the parent or eligible student, student records and information will not be disclosed except as allowed by the aforementioned laws.

(2) Safeguard the student records through administrative, physical and technological safety standards to ensure adequate controls are in place to protect the student information in accordance with FERPA's privacy requirements.

(3) Continually monitor its operations and take all actions necessary to assure that the student information and records are safeguarded in accordance with the terms of this Agreement, and

(4) Ensure that all employees, appointees or agents of each party to this Agreement who are granted access to shared student records will have successfully completed (a) the background screening requirements under Section 435.04, Florida Statutes, under Level 2 screening standards and (b) a FERPA training webinar, as it may become available, at the U.S. Department of Education, Privacy Technical Assistance Center website:

<http://www2.ed.gov/policy/gen/guid/ptac/index.html>, <http://ptac.ed.gov/> including, but not limited to, <http://www2.ed.gov/policy/gen/guid/ptac/pdf/slides.pdf>

Each party to this Agreement agrees to notify the other party immediately upon discovery of a breach of confidentiality of student information and to take all necessary notification steps as may be required by federal and Florida law. A breach of the confidentiality requirements shall constitute grounds for immediate termination of this Agreement without advance notice. Any provisions within this Agreement concerning the resolution of disputes shall not be applicable to a breach of the requirements stated herein above.

This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such student records are returned to The School Board of Broward County, Florida ("SBBC") or disposed of in compliance with the applicable Florida Retention Schedules and a written acknowledgment of said disposition is provided to SBBC.

Appendix D

College Board

Chinese Guest Teacher Program

Host Institutions Guidelines

2016



国家汉办/孔子学院总部
Hanban (Confucius Institute Headquarters)

Host Institution 2016-17 School Year Timeline

Below is a timeline breakdown of the responsibilities of the host institution to assist with your planning for the school year. All reporting, survey, and application instructions will be sent via email to the primary program contact on file for the program.

August	<ul style="list-style-type: none"> • Pick up guest teacher and help him/her settle in • Bring the guest teacher(s) to apply for his/her Social Security Number 10 or more business days AFTER his/her arrival to the community (i.e. after August 15) • Report his/her arrival to the Institute of International Education (IIE) and the College Board per instructions sent to the program contact via email (<i>Also refer to Section 2.1 Airport Meet and Greet for a copy of the Arrival Email template.</i>) • Review the "CISI Health Insurance policy" with your guest teacher(s)
September-October	<ul style="list-style-type: none"> • Complete the <u>Mentoring Report</u> • If the new teacher moves after the first month of complimentary housing, be sure to report the change to IIE • Pay program fees upon receipt of invoice from College Board (in 2016-17, \$2,958 for new teachers and \$2,358 for renewing teachers)
December-January	<ul style="list-style-type: none"> • Begin Renewal procedures (<i>Refer to Section 7 Chinese Guest Teacher Program Renewal Procedures for a general timeline</i>) • Complete <u>Intent to Renew with GT and the Program Survey</u> • Complete Host Institution Renewal Application
January	<ul style="list-style-type: none"> • Complete the <u>Semi-Annual Report</u> • Complete the Classroom Observation Forms and submit to the College Board.
March	<ul style="list-style-type: none"> • Review tax reporting requirements and procedures for your guest teacher(s) with your institution's payroll and Human Resources department and provide relevant information to your guest teacher(s) (<i>Refer Section 1.7 Preparing the Finance Office and the Appendix A: For your Finance Office in the Host Institution Guidelines for general guidance. Please note that the College Board cannot furnish tax advice. Please consult with a tax attorney if necessary.</i>)
April	<ul style="list-style-type: none"> • April 6-8: Attend National Chinese Language Conference in Houston, TX • Confirm acceptance of continuing in the program and the number of teachers approved • Review and Sign the Program Terms and Conditions (PTAC) • Complete the online Teacher Position Information Form (TPIF).
May	<ul style="list-style-type: none"> • Submit signed TOA(s) and Offer Letter(s) for new and/or renewing guest teachers placed at your institution • Complete <u>End-of-Year Semi-Annual Report</u> for current guest teachers
June-July	<ul style="list-style-type: none"> • Attend mandatory Host Institution Orientation Webinar • Complete <u>Summer Contact and Arrival Airport Survey</u> • Download Teacher Credential Files (provided by the College Board) and start the teacher certification

2016 Chinese Guest Teacher Program Guidelines for Host Schools & Districts

Table of Contents

PREPARING FOR ARRIVAL	4
Submit arrival information to the College Board	4
Confirm housing and transportation arrangements	4
Confirm details of the teacher's assignment	5
Designate the academic and cultural mentors	7
Prepare an information packet	7
Preparing the Finance Office	
ARRIVAL AND SETTLING IN – HOME LIFE & COMMUNITY	8
Airport meet-and-greet	9
Guidelines for Teacher's Housing	11
Transportation Recommendations	11
Important Procedures	13
School Orientation	13
Preparing your faculty to work with the Chinese Teacher	
SETTLING IN – SCHOOL LIFE & COLLEAGUES	14
Introducing the Chinese Teacher to the School	14
Welcoming Activities	14
Chinese Names	15
Computer and E-Mail Access	15
Including the Chinese teacher in school and community life	17
Arranging for other teaching and learning opportunities	
ACADEMIC MENTORING	19
Academic Mentoring	19
Helping the Chinese teacher at the beginning of the school year	20
Providing ongoing assistance	
MANAGING THE EXCHANGE	21
Teacher's Health Insurance	22
Visits from China	
REQUIRED REPORTING	23
School Reports	23
Teacher Reports	23
Changes in the Teacher's Status	24
If Problems Arise	24
Termination Procedures	



RENEWAL PROCESS	
Timeline and Procedure Overview	25
CHINESE CULTURE	
Differences between Chinese and American Cultures	26
Key Concepts in Understanding Chinese Culture	26
Chinese Culture in Brief	28
PROGRAM CONTACTS	
College Board	29
NCSSFL State Representatives	29
Other State-Level Organizations	30
Institute of International Education (Visa Sponsor)	30
REFERENCES	30
RESOURCES	30
APPENDIX A: For Your Finance Office	33
APPENDIX B: IIE Host Family Checklist	



Chinese Guest Teacher Program – Guidelines for Host Institutions & Districts

The Chinese Guest Teacher Program (Program) is made possible through a collaboration between the College Board and Hanban (Hanban/Confucius Institute Headquarters) in China. In addition, the College Board collaborates with NCSFL (National Council of State Supervisors for Languages) to review applications, interview, select and train the guest teachers. The Institute of International Education serves as the J-1 visa sponsor for guest teachers in the Program.

The Program serves the needs of U.S. K-12 schools and districts seeking to initiate new programs, as well as those seeking to expand existing Chinese programs. By participating, host institutions can create new programs and classes, lay the foundation for future AP® Chinese classes, and promote international exchange between the United States and China.

For an overview of the program and Frequently Asked Questions visit:

www.collegeboard.com/guestteacher/faq.

1. Preparing for Arrival

1.1. Submit required arrival and contact information to College Board, upon request

The College Board had requested important arrival and contact information via online survey by June 10, 2016. This information will ensure the safe arrival of the teacher and ensure that College Board has a way to reach the teacher at all times. If any of the following information has changed since June 10th, please notify the guest teacher directly and cc guestteacher@collegeboard.org immediately.

- ✓ Address where the teacher will stay upon arrival
- ✓ Primary contact person: e-mail; work, home, and mobile numbers
- ✓ Secondary contact person: e-mail; work, home, and mobile numbers
- ✓ Nearest airport to the school: where the teacher should arrive
- ✓ Name and contact information of the person who will pick up the teacher from the airport

1.2. Prepare for teacher's housing upon arrival

The housing and transportation arrangements for the first month of the Chinese guest teacher's stay will be requested via email by the College Board. Please start planning for the teacher's living situation upon arrival as soon as possible. The first month of housing and transportation will be complimentary to the new guest teacher, to allow for a sufficient adjustment period. Please reference the housing guidelines in Section 2.2.

1.3. Confirm details of the teacher's assignment for the first semester

Assignment



Prepare a detailed description of the teacher's assignment. This document will be an important reference for the teacher and school to set expectations and to avoid any misunderstanding. It should include information about:

- ✓ teaching assignment (course names and descriptions, existing course syllabi, grade level and student information, course schedules, etc.)
- ✓ curriculum development or planning tasks
- ✓ other duties or responsibilities

NOTE: Please do not overload the teacher's schedule. S/he should not be assigned to teach more than five classes (or hours) per day. **If this is the first year of your Chinese program, please give enough time for the teacher to work on curriculum, program design, and development.**

Observations

At the beginning of the school year, it is of absolute importance that opportunities be arranged for guest teachers to observe the classrooms of master teachers. Guest teachers come from a very different classroom environment in China. While the guest teachers are experienced educators who have undergone training to prepare themselves for U.S. classrooms, they will still need to observe strong teachers in action to understand how best to adapt their practices for the needs and culture of your institution.

- **IMPORTANT:** Consider allowing your guest teacher (GT) to spend the entire 1st week of the school year observing other teachers: your best rapport-establishers, classroom managers, assessors, differentiators, parent communicators, other foreign language educators, etc. This generally enables the teacher to jump in much more quickly than having to accomplish this in addition to their regular assignment.

Materials

Provide the teacher with as many materials as possible, including any available textbooks, sample lessons, and other resources. Teachers should also be provided the means to continue gathering and adding authentic materials over the school year as needed, especially if they are pioneering the Chinese program. If your school/district has not yet selected textbooks for Chinese classes, provide the teacher with samples and/or instructions on obtaining review copies to try out in the classroom. It may also be a good idea to share with the teacher good textbooks for other foreign languages and explain why teachers and students like them. This information will help the guest teacher to choose an appropriate textbook for use, and may also assist them if they need to create their own materials in the meantime. Please involve the teacher as much as possible in the selection of textbooks so that program and curriculum goals are fully aligned with his/her strengths in the classroom.

Work Space



Note to Host Institutions/Districts: Host institutions/districts assigning guest teachers to more than one school should make sure that each school site prepares the following:

- designated academic mentor and/or contact person
- detailed teaching assignment and school information
- school orientation
- introductions to school staff and a feeling of “community” within the school

Ensure that the guest teacher has a work space at each assigned school site and has access to a computer.

1.4. Determine any steps necessary for teacher certification, if applicable

Although the teachers in the Program all have teaching certificates in China issued by the Ministry of Education and have been interviewed on their pedagogy and experience, they are not certified to teach in the United States. The College Board does not provide teacher certification services. However, the College Board assists the host institution by providing copies of the guest teacher's educational and professional credentials in June, and can help the school liaise with the teacher for collecting additional required documentation. Host institutions are responsible for following certification procedures for their region/state and for any related costs, and are encouraged to start the process as soon as possible.

1.5. Designate the academic and cultural mentors

Host institutions are required to assign cultural and academic mentor(s) to help the teacher become familiar with American culture, the school system and the local community. Suggested mentors include: a world language teacher, a host family member, or a Chinese person from the local community.

Designating an Academic Mentor

(With edits, from sub-section “Designating an Academic Mentor” from *Enhancing the Chinese Teachers’ Exchange Experience in Your School- A Guide for U.S. Schools Hosting Chinese Teachers*, page 4.)

The Chinese teacher needs a “true identifiable buddy teacher.” The importance of providing academic mentoring for the Chinese teacher throughout the year cannot be overstated. The Chinese teacher needs to have the necessary support to provide a strong learning experience for students.

Designate a teacher, preferably in the department in which the Chinese teacher is teaching, to serve as a mentor or cooperating teacher. **Make sure the mentor and the Chinese teacher have guaranteed time together.** The mentor’s primary responsibility is to help the Chinese teacher reflect on his/her teaching, learn new teaching strategies, and provide a positive learning experience for the students. In addition, the mentor should introduce school rules and practices, help the teacher organize classes in the beginning of the year, and involve the teacher in staff activities. In the words of one state-level World Language Supervisor who works closely with Chinese guest teachers:

“One of the most significant factors that determine whether Chinese guest teachers will be effective or weak is their mentoring. When high-quality mentoring is provided, guest teachers have the potential to become exceptional language educators and cultural ambassadors.”

Contact Person



Each school's situation is different, but it is essential for the Chinese teacher to know whom to go to with questions and concerns about curriculum, teaching methods, and classroom management. The mentor should not be the principal. In China, the principal is an authority figure and it will be difficult for Chinese teachers to view the principal as someone with whom they can share concerns. That said, it might be very productive for a department chair or assistant principal to meet regularly – monthly, for example – to discuss the teacher's work. At first, the meeting might be quite formal and even stilted. Over time, as the teacher grows more comfortable and confident, genuine concerns may be shared. Through these regular conversations, the Chinese teacher will be made to feel recognized and visible.

As you set up the mentoring aspect of the program, make sure that the Chinese teacher has a designated contact person at every school where s/he teaches. For example, if the teacher will teach at more than one school, ensure there is a designated mentor at each site and arrange for the mentors to talk with one another. An alternative would be a single mentor who visits each school.

Designating a cultural mentor

The cultural mentor can be a teacher, a Chinese member of the community or an American who has some familiarity with or interest in Chinese culture. The cultural mentor should:

- Help the teacher get settled. Show them key places in the community, such as post office, grocery store, market, library, shopping centers, etc.
- Introduce the teacher to community members who have connections to China (such as Chinese teachers or students, Chinese American families, parents with children adopted from China, or business people working with China).
- Help the teacher find local Chinese resources: cultural associations (Chinese family associations), food (Chinese restaurants, Asian grocery stores), and media (Chinese-language TV stations, newspapers, books, music, movies, books, etc.).
- Help raise the teacher's cultural awareness by organizing outings, activities and participation in social events. Invite community members from different cultural backgrounds.
- Facilitate cross-cultural understanding by explaining specific behavior, language and other aspects of American culture that the teacher may not understand.

The cultural mentor should be in frequent contact with the guest teacher during the "settling in" process—every few days at first, and perhaps once a week after the first month. After the first three months, the mentor should check in with the teacher at least once a month to make sure things are going smoothly.

1.6. Prepare an information packet

To help the teacher get settled quickly and efficiently, the host institution should prepare an information packet to give the teacher upon arrival. The following are suggested items to include, but feel free to add as much local and/or school information as you like:

- Information about your school/district (School/District handbook, procedures manual, etc.)
- School calendar
- List of key contacts who will interact with the teacher (include names, titles, contact info, and roles/responsibilities, "who to talk to if...")



- School ID badge (or instructions to obtain one)
- Necessary keys for housing and school facilities
- Map of the area
- Student information (student data, student newspaper or yearbook, etc.)
- Community resources (post office, banks, library, groceries, fitness centers, area colleges, etc.)
- Instructions for obtaining a driver's license (if applicable), etc.
- Check with the local Chamber of Commerce or city/town hall for new resident welcome packages. Some or all of this information may be relevant to share with the guest teacher.

1.7. Preparing the Finance Office

The College Board cannot furnish tax advice. We strongly encourage schools to check with their tax advisors and review all appropriate local and federal tax regulations to ensure that teachers are entered into payroll systems appropriately.

J-1 visa-holders are exempt from most federal and some state taxes, and Chinese nationals are also subject to tax treaties that exempt them from additional taxes. Teachers receiving any amount of U.S. salary are required to file taxes.

Please engage your finance office so that they are prepared to correctly enter the teachers into payroll. We have gathered relevant information from IRS documents and publications to assist your payroll department in complying with tax withholding and reporting requirements related to the teachers from China (attached as Appendix A). **The tax information contained herein is intended to provide general guidance and should not be relied upon as tax advice.**

Please keep the teacher informed as you go through the process of entering the teacher into payroll and ensuring compliance with tax withholding and reporting, particularly if there are any delays. The teacher will appreciate knowing that the school is actively working on his/her behalf to ensure the appropriate withholdings and exemptions.

2. ARRIVAL AND SETTLING IN – HOME LIFE & COMMUNITY

2.1. Airport meet and greet

Guest teachers were instructed to share their flight itinerary and arrival times to the primary program contact and any alternate summer contacts in your school/district as soon as it is available. Please ensure that a school representative will be at the airport on time to pick up the teacher and assist with luggage. If the teacher will be staying with a host family, it would be great if a member of the host family is there to welcome him/her and show their support.



ARRIVAL EMAIL: The day the teacher arrives, please send an email to guestteacher@collegeboard.org and internationalteachers@iie.org, with the following statement:

Please accept this e-mail as our confirmation that _____ (guest teacher name):

1. Has physically arrived at _____ (school district) located in _____(city, state).
2. Is currently undertaking his/her assignment at _____ (the site of activity/school names).
3. Is residing at the following address _____(address, city, state, zip code)

Please note that this address must be the guest teacher's actual physical residence in the U.S. If the address where he/she receives mail is different from where he/she physically resides please inform IIE of both addresses.

This email is essential to keeping the teachers' information updated in the Department of State's SEVIS system.

Prepare a sign with the teacher's name and, if you like, bring flowers, bottled water and snacks. They will appreciate the gesture after the physical discomfort of traveling and the anxiety of landing in a new community.

After you meet the teacher, please take him/her to their housing to rest. Give the teacher the information packet, clear instructions about what they need to do, and when and where they need to go the next day. Make sure they have access to food, drinks and other basic necessities and leave your contact information in case they need to reach you about any immediate problems and concerns. Make sure that the guest teacher knows how to make a call—if in a dorm, what number should be dialed for an outside line? Does a local call require the use of an area code and/or "1"? Provide internet access so that the teacher may email friends and family.

If the teacher will be staying in an independent living arrangement, ensure that there are plans to assist adjustment for the first couple days. If the teacher is not staying with an active host family, someone can be designated to pick up the guest teacher, allowing for an introduction to the surrounding area and providing social network for the first few days.

Arrange for someone to speak with the teacher as early as possible regarding the teaching assignment and any preparations that need to be made. If there will be significant time before the teacher's school assignment starts, give the teacher suggestions on how to become acquainted with the area and spend time effectively before the school year begins.

2.2. Guidelines for housing:

Apartment or campus housing:

Make sure that the apartment has adequate temperature controls, hot water, and basic furnishings; inform the teacher of building rules and whom to contact in case of problems or emergency. If campus housing is provided, make sure to inform the teacher of any campus rules and responsibilities that apply,



and introduce the teacher to other teachers or students on campus. Ensure that telephone and/or internet access are available immediately so that the teacher may communicate with family and friends back home.

Host Families:

If you have arranged for the guest teacher to stay with a host family for the first month of the teacher's stay, the family will be required to complete a form sent to you by the College Board that requests some basic background information. *The Host school's primary contact person with the Guest Teacher Program or anyone in a supervisory role to the guest teacher (e.g. principal, superintendent, etc.) should not serve as a host family at any point during the teacher's stay.* A role of the Host school's primary contact is to remain a neutral party who teachers can come to with teaching and/or living concerns throughout their stay.

When selecting host families, it is recommended that you create a simple agreement outlining the family and teacher's mutual obligations. This process helps to clarify expectations for everyone and establish arrangements with which everyone will be comfortable. Below are suggested guidelines for host families. Feel free to use or adapt this information to your local situation.

The host family should be:

- **Caring and involved:** Consider the fact that the teacher is far away from family and friends, and may be experiencing culture shock. The family's support and understanding will be invaluable to the teacher, especially in the beginning, as s/he tries to adjust quickly to a new way of life and new responsibilities.
- **Perceptive:** Some families are experienced in hosting exchange students who are minors. The teachers are working professionals and capable adults, so families should gauge their degree of involvement per the teacher's needs and level of comfort.
- **Enthusiastic:** The teacher is a great cultural resource, who can share much about the rich culture and history of China as well as the lives of ordinary people.
- **Adaptable and tolerant:** Chinese and American cultures are very different in some respects, so families should be open-minded and not be quick to judge. Cultural tolerance of differences and respectful dialogue is very important for mutual understanding and a good relationship.
- **Respectful and Courteous:** In Chinese culture, guests are extremely polite toward their hosts. To establish trust and a positive relationship, the family should respect the teacher's culture and beliefs.

The host family should provide:

- ✓ **Separate room:** The teacher should have a private bedroom for living and not share a room or sleep in common areas. This is a program requirement and is detailed in the PTAC.
- ✓ **House rules or expectations:** The teacher should be informed about the lifestyle of the host family, such as: bedtime hours, rules for use of phone, TV, and computer, as well as any chores/responsibilities (not to include childcare or major housecleaning).
- ✓ **Food arrangements:** What is the family willing to provide? Does the family expect a financial contribution toward groceries? Will the teacher be able to select certain foods? Is the teacher restricted from selecting certain foods?
- ✓ **Transportation offered by the host family (rides or bicycles):** What will the family provide? If the teacher will need to ask for a ride, s/he may not be comfortable doing so, for fear of



“inconveniencing” the family. Be sure the family informs the teacher clearly of any transportation they can offer.

- ✓ Socializing: invite the teacher on outings when possible (but also ensure “down time” for the teacher).

Financial Considerations with Host Families for the First Month: Please ensure that whatever financial arrangement is established, it should be as transparent as possible: the teacher, family and schools should all be clear on what is being provided.

With this in mind, consider offering your host families a small stipend for grocery costs and other incidentals to avoid financial pressure. If the host family is providing meals to the teacher, it is reasonable that the host family expect a contribution for food expenses. However, if it will be paid by the teacher, help to negotiate a reasonable amount. The contribution may vary from place to place, but generally an amount of \$100-\$200 per month is considered reasonable.

Transition from First-month Host Family to Individual Housing:

The teacher is expected to find and pay for their own accommodation after the first month. Please assist the teacher to find suitable housing and complete rental procedures. The teacher may need much guidance in this process, and we recommend you designate someone (such as a cultural mentor), to devote time to explaining the local options for housing and transportation and helping the teacher navigate the process.

2.3. Transportation:

Public Transportation: Provide the teacher with a transportation schedule and a bus/subway pass, if available. Arrange for the cultural mentor to show/tell them the most important routes, including to/from school, grocery stores, and other key locations. Also, be sure to provide safety information, such as times when it is most/least safe to ride the bus, unsafe areas, etc.

Car: If your school/district is offering a car to the teacher, please be sure to prepare the insurance and a description of any requirements for use. Even if the teacher currently has a Chinese driver’s license, s/he will still need to obtain a U.S. driver’s license in most states. Teachers generally cannot legally drive in the U.S. using only their Chinese driver’s license. To facilitate licensure for all teachers planning to drive, help her/him to enroll in driver’s education and apply for a license to expedite the process. If possible, arrange for an experienced driver to take the teacher out driving a few times to practice and get familiar with the loaned car. (See also Driver’s License section below.)

Bicycle: If no car is offered to the teacher but a bicycle is convenient and safe to use in the area, try to obtain a bicycle (and helmet and bike lock) for the teacher’s use. Please have contingency plans in place to assist the teacher when there is inclement weather.

NOTE: If the primary means of transportation for the teacher will be rides with the host family or colleagues, please remember to arrange not only rides to and from school, but also rides for running errands on the weekends. The teacher may be afraid of inconveniencing people for weekend travel, and we suggest you have designated individuals who are not just available “when needed” but are specifically available for a certain number of weekend rides.



2.4. Important Procedures

Teachers will receive general information and instructions about the following topics in the program handbook: social security, money, medical care, housing, transportation, food, shopping, communications (mail, phone, Internet), community resources, and traveling. The school contacts and mentors should try to assist by providing specific local information and assistance to the teacher with important procedures such as those listed below.

Social Security Number (SSN)

The teacher will receive the following instructions to obtain a social security card. If possible, arrange for someone to accompany the teacher to the local social security office. This should be done approximately ten (10) business days after the teacher arrives in the community and you have sent the arrival email to guestteacher@collegeboard.org and internationalteachers@iie.org (see section 2.1).

Obtaining a Social Security Number or Individual Taxpayer Identification Number

Every person who receives income in the U.S. is identified by either a Social Security Number (SSN) or an Individual Taxpayer Identification Number (ITIN). These are unique personal identification numbers, widely used in the U.S. If a guest teacher receives funds from a host school or district (or any another U.S. source), the guest teacher must obtain an SSN.

Please wait at least ten business days after the guest teacher's arrival in the community before applying for an SSN. If the guest teacher has been issued an SSN during a previous stay in the U.S., he/she should bring it as it will still be valid.

Applying for a Social Security Number

To apply for an SSN, a teacher must appear in person at the office of the Social Security Administration nearest your host institution.

The teacher should take the following documents with them:

- An address at which to receive your Social Security Card within the following few weeks
- A completed Form SS-5 and Application for a Social Security Card (available online at <http://www.ssa.gov>).
- The teacher's passport and one other document that establishes their age and identity.
- The teacher's I-94 Form (<https://www.cbp.gov/travel/international-visitors/i-94-instructions>).
- The teacher's SEVIS DS-2019 Form.
- As some Social Security Administration Offices may require a letter stating that you are authorized to work in the U.S., the teacher's ITP Program Officer has included a Letter of Support in your Welcome Packet. ***NOTE: It is extremely important that the teacher's name on the application for an SSN be spelled exactly the same way it is spelled on the teacher's passport and SEVIS DS-2019 Form.***

The Social Security Administration verifies the teacher's immigration documents and status through the U.S. Department of Homeland Security (DHS) Systematic Alien Verification for Entitlements (SAVE) Program. SAVE is populated by data collected by the DHS at the time the teacher was admitted to the U.S. DHS estimates that this data will become available in the SAVE system within 10 calendar days of the teacher's admission into the U.S.



While there is no federal law requiring a SSN to hire or pay a worker, an SSN is required to be reported on federal tax and information returns, which are typically filed the January, February and March of the calendar year following the teacher's arrival in the U.S. Therefore, a teacher can be hired and paid without a SSN immediately upon their arrival. However, sometimes a payroll accounting and management system requires an SSN to process a payroll transaction. Some schools create a "dummy" number to be used to enter teachers into the payroll system and pay them until an SSN is received. If your school creates a "dummy" number for payroll processing purposes, please inform the teacher that the number is for payroll processing purposes only and CANNOT be used to open a bank account or obtain a driver's license.

The aforementioned social security information contained herein is intended to provide general guidance and should not be relied upon as legal advice.

Bank account

The teacher has general information about opening a bank account, but will need suggestions on which banks offer the most convenient locations or best services in the area. It is important to help the teacher set up a bank account as soon as they have their SSN. Additionally, the teacher may need to withdraw or transfer funds from a bank account in China upon arrival for immediate expenses. If this is the case, please assist the teacher to get to a bank in the area that can provide the needed service.

Driver's License

If you are providing the teacher with the use of a car, you should immediately assist them in obtaining a license. If your district or high school offers driver education classes for students, please try to arrange such classes for the teacher at a complimentary or discounted rate if possible.

Food & Necessities

Provide the teacher with information and/or assistance to purchase food and other basic necessities upon their arrival. If possible, take them to the local grocery stores, pharmacies, and discount stores, so that they can purchase a supply of food and necessities. If the teacher is staying with a host family, make sure that the family has explained how they will handle food arrangements with the teacher.

2.5. School Orientation

The school should provide a warm welcome to make the guest teacher feel a part of the school community. It is also important to provide an orientation to the school, in order for the teacher to learn where things are, how to get things done, and to get familiar with the faculty and student body. Ask the academic mentor to arrange the following activities:

- School tour – Perhaps led by a staff member to get staff point of view and also by a student to share students' point of view.
- New teacher orientations – If the school/district offers new teacher orientations, the guest teacher should be invited to attend
- Introduce the teacher to faculty and other key staff – It is a good idea to invite the guest teacher to faculty meetings and introduce him/her there
- Arrange classroom observations for the teacher to get familiar with the students and teaching practices.

2.6. Preparing your faculty to work with the Chinese Teacher

(Sub-section 3.3 from *Enhancing the Chinese Teachers' Exchange Experience in Your School- A Guide for U.S. Schools Hosting Chinese Teachers*, pages 10-12.)

Having a Chinese guest teacher in your school provides a unique opportunity for the host school's faculty to learn about China, as the Chinese teachers provide a link to modern China. However, American teachers often are unsure how to connect with or utilize the Chinese teacher in their classes. Thus, it is important to prepare the host school faculty members so they can maximize this experience for themselves and the guest teacher.

Encourage the U.S. teachers to be flexible and to invite the Chinese teacher into their classes, preferably as an observer first and then as a speaker/teacher. Also provide information in writing to the U.S. teachers about the Chinese teacher's teaching schedule in your school, level of English, areas of expertise and interests, and other information provided by the College Board. Let them know that the Chinese teacher is not a paraprofessional and should not be expected to take over tasks that are not required of teachers, for example, making copies for other teachers.

Involving the Chinese teacher across the curriculum will help the teacher feel a part of the school community. Show how teachers from across content areas might utilize the Chinese teacher in relation to their specific curriculum and invite them to specify when they will include the Chinese teacher in their class. Suggestions on how to incorporate China and the Chinese teacher into various classes include:

- Chinese songs and instruments in Music classes
- Chinese art and calligraphy in Art classes
- Tai Chi or Chinese dance in Physical Education classes
- Chinese poetry in Literature classes
- Chinese inventors and scientists in Science classes
- China's space program in Science classes
- Chinese mathematicians and their contributions to mathematics in Math classes
- Family stories of life during the Cultural Revolution in History classes
- Maps and geography of China in Social Studies classes
- Chinese food in Life Skills classes
- Current events and life in China in Social Studies classes

Please make every effort to ensure the teacher is a part of the teaching staff. Encourage all teachers to consider how they can welcome and incorporate the Chinese teacher into school life both formally and informally—for example, in lunch discussions. It is important for the Chinese teachers to interact with teachers who already include Asia and/or China in a course they presently teach. Encourage administrators and department heads to arrange for the Chinese teacher to talk about China in a social studies class or other appropriate course.

3. SETTLING IN – SCHOOL LIFE & COLLEAGUES

(Adapted from Section 4 of *Enhancing the Chinese Teachers' Exchange Experience in Your School- A Guide for U.S. Schools Hosting Chinese Teachers*, page 12-17.)

3.1. Introducing the Chinese Teacher to the School



Prior to the start of school, provide the teacher with a school map, transportation schedule, school schedule, and school calendar. If the teacher will be using public transportation to get to school, accompany him/her on a trial run so any questions about getting to school can be addressed. Also take the teacher on a tour of the school building and point out key facilities such as the classroom, library, office space for the teacher, copy machines, teachers' lounge, Principal's office, lunchroom, computer lab, nurse's office, etc. If classrooms are locked, obtain a key for the teacher. If the school or district provides identification cards for faculty, have one made for the visiting Chinese teacher. In addition to making him/her feel a part of the faculty, the I.D. may also gain reduced admission to museums and other cultural facilities.

3.2. Welcoming Activities

Schools vary in how they recognize the Chinese teacher, but it is important to do so. **It is standard practice in China to formally acknowledge a guest, and doing so here sends an important message to the teacher.** Many districts have one or two days of staff meetings prior to the start of school during which the Chinese teacher can be welcomed to the school, introduced, and given time to say a few words to the staff. The principal and/or superintendent should invite the teacher to his/her office to welcome the teacher officially to the school/district. If possible, the school or district should host a welcoming banquet for the teacher, perhaps at a local Chinese restaurant. Include the principal, one or two members of the school board, one or two teachers, and members of the school community. If a banquet cannot be arranged, then consider inviting these people to lunch at a local restaurant.

3.3. Chinese Names

When introducing the Chinese teacher, remember that Chinese name order is the reverse of American name order. In Chinese, the surname (family name) comes first. The personal name is second. Wang Liming, for example, is Mr. Wang; Liming is his personal name. Students will generally call the teacher "Mr. Wang" or "Teacher Wang". Ask the teacher how s/he would like to be addressed by colleagues. Some will ask to be called by the surname alone (in our example, "Wang"). Some will prefer to follow American practice and use the personal name ("Liming"). Some will choose to use an English name, especially if the Chinese name is difficult for Americans to pronounce.

3.4. Computer and E-Mail Access

Provide computer access and an e-mail account so the teacher can communicate by e-mail and use the Internet. E-mail is a vital method of communication for the teacher to correspond with family and friends in China, other guest teachers, school colleagues, and the College Board. The Internet is a source of information for class material. If the teacher brings his/her own computer, help her/him to get the system ready for use in the United States. Many of the Chinese teachers are interested in learning about the latest technology used in the school/classroom. Most of the teachers are adept at using computers. Some, however, may need training on the use of your school computers due to the different operating systems. If your school/district offers such training to teachers, make sure that the Chinese teacher knows when and where the training takes place. If the school does not provide training, perhaps the local public library does. Help the teacher to find computer training if it is needed. Another option is to find a technologically savvy student to help the Chinese teacher (under the guidance of an American teacher).

Make every effort to enable Chinese language software on a computer the teacher can use regularly – in the library, department office, or computer lab – as the teachers will need this capacity to be able to plan



lessons as well as communicate with friends and family. The important features include both being able to view Chinese characters and input Chinese pinyin.

For **Windows** systems, this involves first enabling supplemental language support under [Control Panel>Regional and Language Options>Language tab] and installing files for East Asian languages from your Windows software CD. Once the files are installed, the Microsoft Pinyin IME keyboard for Simplified Chinese can be added to the list of installed services under [Control Panel>Regional and Language Options>Language tab>Details button].

For **Mac** systems, in [System Preferences>International>Languages], the list of languages supported by the OS is displayed, and generally Chinese languages are already installed. Next, under [System Preferences>International>Input Method], be sure to mark the check box next to Simplified Chinese.

3.5. Including the Chinese teacher in school and community life

During the school year it is important to arrange for both social and professional contacts within the school day. Ideas for including the guest teacher initially and over the course of the year include the following:

Making the Chinese Teacher Feel “At Home” in the School

- Find a “home” for the teacher within the school, i.e., a space for the teacher to work, preferably with other teachers from the same department.
- If the teacher has been assigned a classroom, make sure they are aware of this so they can start preparing and decorating the room before classes start.
- Designate a person to show school protocol and procedures to the Chinese teacher. This might be an administrative assistant rather than a teacher, but find someone who can take the guest teacher “under his/her wing”. This person can show how to obtain video equipment and materials from the school library, public library, and video store.
- Ask the Chinese teacher to do a presentation about his/her home school for the school staff early in the school year. As appropriate and with the teacher’s schedule in mind, have the teacher present also to the PTA, district, and Board of Education.
- Solicit the Chinese teacher’s input on what s/he would like to do during the school year and send this information to the teachers via e-mail or other means.
- Give the Chinese teacher ideas on ways to be involved in the school. Do not expect them to know intuitively what would be possible or acceptable in your school.
- Arrange the Chinese teacher’s schedule so his/her lunch coincides with that of other teachers in the department or grade. Then include the teacher in lunchtime discussions.
- Introduce the Chinese teacher at PTA, district-level, and Board of Education meetings.
- If it is a custom in your school to recognize the occasion of faculty birthdays, please be sure to do so for the visiting Chinese teacher.

Helping the Chinese Teacher Make Social Contacts

- If the teacher will be working with a specific grade level or department, encourage those teachers in particular to hold a welcome dinner or party.



- Circulate a note in the school newsletter indicating that there is a Chinese teacher at the school who would like invitations, particularly on weekends, to meet teachers' families and/or go on outings in the community. This is a good way for the Chinese teacher and members of the American school community to meet each other, and serves to spread the entertainment responsibility among a lot of people.
- Arrange a series of dinners with teachers from various departments.
 - Ensure that the teacher has a place to go for all holidays. American holiday celebrations such as Thanksgiving and Christmas are especially important both for making the Chinese teacher feel welcome and for their potential to impart information about American culture. The Chinese teacher may also experience acute homesickness around the time of Chinese festivals. It would be a nice gesture to find out what Chinese holidays are important to your guest and recognize them in some way. Information about Chinese holidays can be found at <http://www.timeanddate.com/holidays/china/>
 - **A few key holidays in 2016-17:**
 - September 15, 2016: Mid-Autumn Festival (an important harvest festival)
 - September 10, 2016: Teacher's Day
 - October 1, 2016: National Day (similar to July 4 in the U.S.)
 - January 28, 2017: Spring Festival (Chinese New Year). As with Western New Year's celebrations, the eve is the more important holiday. The guest teacher may miss his/her family more than usual at this time, as it is a time for family gatherings.
- Make the teacher aware of community events, volunteer opportunities and charitable organizations to which they can contribute, if interested.
- Encourage the sharing of pictures and family stories among teachers.
- Acknowledge the Chinese teacher in the yearbook as you do other teachers.

Including the Chinese Teacher in Professional Development Opportunities

- Include the teacher in the district's orientation for new teachers. They might not understand all that is presented, but it will give them an opportunity to obtain information and meet new teachers.
- Expect the Chinese teacher to attend staff meetings and professional development sessions, as if s/he were a regular staff member.
- Provide opportunities for the teacher to learn about special education in your school, as students with disabilities typically are not a part of the guest teachers' home schools.

Helping the Chinese Teacher Participate in School Activities

- Help the teacher set up a monthly calendar and point out how s/he will be informed of meetings and what s/he is expected to attend.
- Invite the teacher to attend school assemblies, plays, concerts, field trips, and sports events.
- Encourage the Chinese teacher to delve into new areas as appropriate.

3.6. Arranging for other teaching and learning opportunities

Other Teaching Opportunities for the Chinese Teacher

In addition to teaching assigned classes, some of the guest teachers want opportunities to utilize their individual skills and areas of expertise across the school community and, in this way, introduce many of the school's students to China. Be creative in making use of each teacher's expertise and talents, but be



careful not to overwhelm the teacher with requests. For example, if there are student clubs on international affairs or Asia, the club members could invite the teacher to speak to them about a topic of interest. If the teacher has the appropriate skills, s/he could join a music teacher to introduce some Chinese songs, an art teacher to discuss and demonstrate calligraphy and ink painting, a physical education teacher to introduce Tai Chi or Chinese dance, or a literature teacher to share Chinese poetry.

Consider the Chinese teachers as invaluable resources about China for students and teachers. Work with your teacher to find ways to share his/her knowledge of China in as many areas of the school as appropriate for the teacher and your school. **Of course, be sure the teacher is comfortable with his/her main teaching assignment before considering other activities.**

Other Learning Opportunities for the Chinese Teacher

Build time into the Chinese teacher's schedule for them to learn about American approaches to education. The Chinese teachers should participate in any regular activities for new teachers. Even though they are experienced teachers in China (with anywhere from three to thirty years in the classroom behind them), they are new to American education, and the differences are enormous. Include them in any orientation given to new teachers.

Providing time for the Chinese teacher to observe prior to teaching is of utmost importance. The amount of time a Chinese teacher spends observing classes may vary. If possible, it would be best for the Chinese teacher to spend a week or more observing American teachers in the classroom. If it is not possible to designate time before the teacher's actual assignment starts, please ensure that there are designated times at which the teacher may observe other teachers in action. The more effective American teachers the guest teacher can observe, the more quickly s/he will adapt to the U.S. classroom. It may be helpful to assign an American teacher to the Chinese teacher's classroom in the beginning to help with classroom management. Team teaching is a very effective way of introducing the Chinese teacher to the ways of American schools and students.

Additionally, it is beneficial to allot time throughout the year for the guest teachers to observe classes in order to deepen their understanding of teaching methods commonly used in American schools. Encourage American teachers to invite the guest teacher to their classes. It is not enough to say, "Go into any class whenever you have a free period." There must be a clear invitation, and at least the first few observations should be pre-arranged for the guest teacher. Continue to assist the teacher in arranging visits within the host school and in other schools within the district so that the teacher is able to observe a wide range of subjects and grade levels.

Regional and National Professional Development

Please encourage the guest teacher to take part in local and national professional development organizations for Chinese and other world language teachers. They often organize annual conferences:

- **State World Language Associations:**
http://www.discoverfrance.net/France/Language/DF_lang_assn.shtml
- **National Chinese Language Teaching Associations:**

Chinese Language Association of Secondary-Elementary Schools (CLASS) | www.classk12.org



Chinese Language Teacher Association (CLTA) | <http://clta-us.org/>

Chinese School Association in the United States (CSAUS) | www.csaus.org

- **State and Regional Chinese Language Teaching Associations:**

Whenever possible, please allow time for the guest teacher to take part in regional or national conferences on world language and Chinese language education. A few local Chinese teaching associations are listed here:

California	http://www.cltac.org
Colorado	http://www.ccltc.org
Georgia	http://www.gcle.org
Greater New York	http://clta-gny.org
Northern California	http://www.cltac.org
North Carolina	http://cltanc.wikispaces.com/
Ohio	http://clta.osu.edu
Oregon	http://www.coflt.net/atco
Texas	http://clta-texas.org
Virginia	http://www.cita-va.org
Washington	http://www.cita-wa.org
Wisconsin	http://wacit.wikifoundry.com/page/WACIT

There are also approximately 80 university-based Confucius Institutes in the U.S., many of which promote K-12 Chinese language education in their local communities. These Confucius Institutes can be both resource centers for K-12 institutions offering Chinese, and may be connected into the local Chinese community in a way that can help support the Chinese guest teacher.

- A list of Confucius Institutes: http://college.chinese.cn/en/node_3778.htm

Other national opportunities include the [ACTFL Annual Convention](#) (November 18-20, 2016) and the [College Board-Asia Society National Chinese Language Conference](#) (April 6-8, 2017).

4. Academic Mentoring

(Section 5 from *Enhancing the Chinese Teachers' Exchange Experience in Your School- A Guide for U.S. Schools Hosting Chinese Teacher*, page 17-21)

4.1. Academic Mentoring

The role of academic mentor is usually filled by a faculty member who teaches in the same department as the Chinese teacher. The academic mentor is the Chinese teacher's primary resource within a school and one of the most crucial elements for the success of the program. Though all guest teachers are experienced classroom teachers, they are likely to have the same questions, concerns, and challenges as a first year teacher due to the overwhelming newness of an American school setting. A supportive mentor can have a positive impact on the Chinese guest teacher's self-confidence in facing this exciting challenge. Mentoring the Chinese guest teacher is important not only in the beginning, but also throughout their stay. In China, Chinese teachers generally work with highly motivated students at "key"



schools. These schools attract students whose families expect them to pass an extremely competitive national college entrance examination. The students do little but study. The priorities of American students, even highly motivated students, may strike Chinese teachers as very strange. Things such as students having part-time jobs, internships, boyfriends/girlfriends, and responsibility for younger siblings, or students living on their own independent from their families are characteristics that generally do not describe the average Chinese “key” school student. A handful of Chinese schools have school-sponsored extra-curricular activities, but the emphasis of many American schools on activities such as sports, school performances, clubs, and debate teams will be utterly foreign. It might be helpful to explain why many Americans think that academics are not the only purpose of school.

4.2. Helping the Chinese teacher at the beginning of the school year

In the beginning of the school year, the mentor typically will need to spend more time with the teacher than will be necessary later. Daily contact is suggested for the first few weeks of school in order for the teacher to have a smooth beginning to the school year. The following are suggestions for the start of the year:

Clarifying Policies and Procedures

- Explain the concept of ‘zero tolerance’ as it pertains to discipline in the school. Chinese teachers are very reluctant to send students out of the classroom, especially to the principal, because they may view this as a sign of weakness or failure.
- Make them aware that there are certain situations which require outside intervention.
- Introduce and clarify written and unwritten school policies and rules, for example, reasons for which students can leave the class, when a student needs a pass, and the importance of not leaving a classroom unattended. Go over any required paperwork they will need to do in the course of their teaching.
- Familiarize the Chinese teacher with school practices related to attendance, discipline, grading, and the school’s communication process, for example, newsletters, mail boxes, and e-mail.
- Since the Chinese teacher will be inundated with information in the first weeks, provide them reminders of meetings and deadlines.
- Tell the teacher in advance what s/he should do during a fire drill and other emergency drills. Chinese schools do not have fire or other drills, so the concept will be unfamiliar.

Helping with the Teaching Assignment

Review the teaching assignment with the teacher. Attempt to assess which aspects the teacher is comfortable with and those with which s/he is uneasy. Consider whether or not adjustments need to be made in the teaching assignment or if issues can be addressed with the teacher through observations, dialogue, and feedback. For example, it might be preferable for some teachers to begin with small groups before taking on an entire class; or co-teaching might be a good first step.

- Consider making it a requirement that the guest teachers spend a few hours each week in other classrooms to observe teaching and classroom management techniques. This is very important at the beginning of the school year since that is the time to set the tone for the whole school year.
- Show the Chinese teacher where to find resources and equipment to use in daily lesson planning.
- Present the teacher with possible scenarios that might develop in the classroom and provide suggestions on dealing with them.
- Help the teacher to organize his/her classes.



- It can be difficult for the Chinese teachers to know how friendly to be with students. Help them establish appropriate boundaries between themselves and the students.

4.3. Providing ongoing assistance

As the school year progresses, the mentoring focus should move from dealing with logistics and procedures to teaching and instruction. Though the frequency of meetings with the guest teacher may be reduced, it is still important to make a regular meeting schedule. The Chinese teacher may be comforted by the formality of a regularly scheduled time to discuss concerns that develop as the year progresses. The following are ideas to keep in mind over the course of the year:

Developing Professional Goals

- Discuss the teacher's professional goals for the year. Review these periodically and assist the teacher in arranging desired experiences, for example, observations of classes and visits to other schools within and outside the district.
- Expect the teacher to keep a professional journal during the year. In this journal they could include topics covered in the courses, effective lesson plans, problems encountered and how they were solved, and materials used for various lessons. Review this journal periodically over the year, possibly at the end of each marking period, and provide feedback on their work.
- Help the teacher to understand what they are teaching and why it is important. Clarify the state benchmarks and frameworks for the courses.

Assisting with Curriculum Development for the Teaching Assignment

The course curriculum may or may not be well-developed. Provide available information and encourage the teacher to develop a syllabus or plan for the course. It is likely that the teacher will need and welcome assistance in curriculum development. Chinese teachers use textbooks mandated by the state, and rarely, if ever, incorporate supplemental material. They tend to be enormously surprised by the lack of textbooks in many classes in the United States, and by the expectation that teachers will pull together materials. As the mentor, be available to answer curriculum development questions and to help find resources. Making your own files and materials available, when appropriate, is especially helpful.

- If there is no textbook for the course, provide sample books or supplemental materials.
- Make sure the Chinese teacher is aware of any resources available in teacher or student libraries.
- Remind the teachers that they should be planning coherent lessons and units, not just doing isolated activities.
- Focus on methodology. Cooperative learning, hands-on activities, and student-centered learning are not common in China. Encourage the teachers to attempt new strategies, as appropriate, in their classes. Some teachers are more open to new ideas and more willing to try new teaching strategies than others. Move forward from the point where s/he is.

Observing the Chinese Teacher's Classes

- Formally observe the Chinese teacher's classes on a monthly basis, if possible. (Ideally, your schedule will be arranged to allow for observations.) Decide with the teacher the focus of your observations. For example, if s/he is attempting a new teaching strategy, focus your observations primarily on how the teacher is implementing that strategy. Or if you are aware of concerns regarding classroom



management, focus on that aspect of the class. Follow the observation with a dialogue with the teacher about his/her experience in the class and your observations. Address any concerns that emerge in the observations.

- As feasible, informally observe classes. In some elementary schools, the classroom teacher remains with the class when the Chinese teacher is teaching. If so, encourage the classroom teacher to provide feedback about teaching and classroom management to the guest teacher.
- In conjunction with the Chinese teacher, develop an evaluative tool by which the mentor can track the teacher's progress, and to which the mentor can add a narrative on a monthly basis. Address any concerns that emerge. Consider providing the evaluation to the building administrator who then will have a basis for acknowledging the teacher's work, as the response of authority is very important to Chinese teachers.
- The Chinese teacher might expect to be formally evaluated by a building administrator. If possible, schedule a time for the principal to observe and write up a formal evaluation.
- Encourage the teacher. The Chinese teacher might go through a period of not enjoying teaching, which can be difficult and perhaps painful.

Cross-cultural Activity

- As part of the U.S. State Department's update to the J-1 visa - Teacher category regulations, guest teachers are required to complete and report on at least one of each of the following types of cross-cultural activities:
 - 1) An activity for the teacher's classroom, larger host school or host school district population, or the community at large designed to give an overview of the history, traditions, heritage, culture, economy, educational system and/or other attributes of his or her home country, and
 - 2) An activity that involves U.S. student dialogue with schools or students in another country, preferably from the Teacher's home school, through virtual exchange or other means, in order to supplement the goals of the in-person exchange.

The host school and guest teacher should work together to develop creative cross-cultural components in the teacher's individual classroom and within the larger host school.

5. Managing the Exchange

5.1. Teacher's Health Insurance

Teachers on J-1 visas are required to have health insurance coverage that is compliant with J-1 visa regulations while in the U.S. The administrative fee for the Program (in 2016-17, \$2,958 for new teachers and \$2,358 for renewing teachers) is used to cover the guest teacher's visa processing and health insurance costs. The health insurance provided through the Program meets the requirements of the J-1 visa. The teacher is covered through the time period on the teacher's Terms of Appointment, which for new teachers in 2016-17 is July 20, 2016 to the 2017 end date you provided in the teacher's TOA. If the teacher renews in the Program for following years, the health insurance coverage continues.

Host institutions may choose to provide medical insurance directly to the guest teacher and/or to provide additional benefits, such as dental care. Any additional health insurance that is provided should be clearly explained to the teacher, as the medical system in China is very different from the



U.S. If the additional coverage provided by the school requires a contribution from the teacher, the teacher should be given a choice to opt out of the additional coverage.

The program health insurance in 2016-17 is provided by Cultural Insurance Services International (CISI). It is basic health insurance for needed medical events but generally does not cover preventative care such as a yearly “check-up.” It has a few special provisions for international visitors, such as “emergency medical reunion” for family members of hospitalized policy holders, and return tickets to China in the event of death or life-threatening illnesses of family members of the policy holder.

The guest teacher will receive information on their health insurance policy at the Guest Teacher Summer Institute, before they arrive in your school. Due to the complicated nature of the U.S. insurance system, we encourage you to review the health insurance policy with the teacher and to visit the website to search for in-network doctors and treatment centers at www.culturalinsurance.com.

5.2. Family and Friend Visits from China

Expectations for Visits by Guest Teachers’ Families & Friends (adapted from Ohio Department of Education recommendations to their school districts participating in the Guest Teacher Program):

We recommend that participating school districts welcome visits by their guest teachers’ families and friends, but these schools and districts should not sponsor them, be involved in supporting an extended stay or finance their visits in any way.

- 1) The family members of guest teachers can only come to the U.S. on tourist visas as the Program does not sponsor J-2 dependent visas. It is not necessary or advised for host institutions to be involved. It is not necessary for host institutions to provide a “support letter” for teachers to help family or friends secure a visa.
- 2) Visiting families and friends on a tourist visa can only stay in the U.S. for the time allowed by their visa, which is up to six months. After that, the visa holder would need to return to China to re-apply for a new visa. The tourist visa is not designed for work or study, and if customs and/or border officials suspects that someone is working or studying while on a tourist visa, they can be denied entrance at the border.
- 3) The districts and, if relevant, the visiting teacher’s host family have no obligation to provide housing, meals, insurance or transportation to the guest teachers’ families or friends. Guest teachers are required to pay for all expenses related to their visitors’ food, housing and transportation. They also need to pay for their family members’ health insurance coverage, medical evacuation insurance and child care.
- 4) If a guest teacher will be living with a host family, then the guest teacher’s host families should not be expected to accommodate additional visitors in their homes, especially for extended periods of time. Guest teachers should plan to stay with their families in a hotel at their own expense if they come to visit. If a host family does offer voluntarily to accommodate its guest teacher’s visitors for a short stay, the guest teacher should compensate the host family for any additional expenses related to meals, utilities, etc.



- 5) The guest teacher must agree to continue his/her good teaching performance throughout any visit and not allow the presence of visitors to adversely affect his or her work in the program. Aside from using available personal days, guest teachers are not permitted to request additional time off work to spend with their visitors. Guest teachers who desire to travel with their families or other visitors should plan their visits to coincide with planned academic recesses, like winter break or spring break, or they should maximize the use of weekends.
- 6) Schools and districts are not under any obligation to enroll the children of guest teachers in the local school district.

6. Required Reporting

6.1. School Reports

The host institution is required to submit a **Mentoring Report** after the teacher has been teaching for one month. This report will be requested by email from the College Board and will be in the form of an online survey. It will require the names of assigned mentor(s), detail on the frequency of mentor meetings with the teacher, and will ask for any questions or concerns you may have. This is to both ensure proper mentoring and to give schools an opportunity to bring any issues that have come up to the College Board's attention.

Host institutions are also required to submit **one semi-annual progress report, one mid-year observation checklist, and one end-of-year report** to the College Board as stipulated in the Program Terms and Conditions (PTAC). The report will be requested by email from the College Board and will be in the form of an online survey, and will include information about whether Chinese Guest Teacher Program objectives are being met and whether there has been any change in the teacher's status (teaching assignments, school sites, and other responsibilities). The report will provide an opportunity for the host school to reflect on the contributions of the guest teacher and provide suggestions for improvement to the teacher and to the program staff. Additional information may include: updates about Chinese program development and expansion, school/district support and funding, student enrollment, plans for continuing the program after the guest teacher's departure.

Wherever appropriate, it is recommended that the person most familiar with the teacher's work across all of his/her individual school sites submit **one** teacher progress report on behalf of the entire host institution.

6.2. Teacher Reports

The guest teacher is required to submit two categories of reports to the College Board: a mid-term progress report and a final program exit report. The reports will include the teacher's assessment of the developing Chinese language program at the host institution, the program arrangements (orientation, support, professional development), living arrangements (housing and transportation), and his/her own cultural adjustment and experience in the U.S. The report will provide an opportunity for the teacher to reflect on his/her own experience and provide feedback to the school and program staff.

6.3. Changes in Teacher's Status



The host school is required to notify the College Board and the visa sponsor, IIE, of any changes in the teacher's status, i.e. if his/her address of residence or school teaching sites change. **The College Board and IIE must be notified of such changes in writing within ten (10) days of the change.** Failure to notify the College Board and IIE of changes in the teacher status may jeopardize the teacher's J-1 visa status. Please see the program contacts listed below in Section 9.

Per visa requirements, the teachers may not enroll in a degree-seeking educational program in the U.S. while on the J-1 teaching visa. If the teacher is taking educational courses, please notify IIE by email and they will confirm that the teacher is in compliance with visa regulations.

6.4. If Problems Arise

Over the course of the teacher's term, issues and problems will inevitably arise. Most will be minor issues, often caused by cultural misunderstandings or miscommunication. However, sometimes problems arise that can seriously interfere with the ability of the teacher to perform his/her duties effectively. In such cases, here are the recommended steps:

1. Have the school's contact person (or a mentor or colleague) talk to him/her privately. Since Chinese are often shy about discussing their problems openly, it is best to avoid a confrontation with a group of people. Try to identify the nature and source of the problem, and engage the teacher in coming up with solutions. Have the school contact person then talk with any other parties involved to help try and resolve the situation without direct confrontations.
2. If the issues continue, notify the College Board. College Board staff will then contact the teacher and school contact to understand the problem from both points of view, and then try to find a solution together. College Board Chinese Initiatives staff members are all Chinese speakers familiar with Chinese culture and the particular challenges facing Chinese teachers in adapting to the U.S. environment. We will always seek to approach the situation objectively and with a cultural sensitivity to both sides.
3. In the event that the problem escalates, the College Board recommends that the school implement an intervention plan with the teacher if such plan aligns with the host school's applicable employment laws, practices, policies and collective bargaining agreements. Such plan may include the following steps:
 - a. The school will design a detailed intervention plan, outlining the specific issues that need to be addressed, and clearly explaining the expected outcomes in a face-to-face meeting.
 - b. The teacher should sign the intervention and should be aware of the severity of the situation, if applicable. A copy of this plan should be sent to the College Board, and we can reinforce the expectations with the teacher if appropriate.
 - c. If the difficulties are teaching-related, we encourage you to provide even more designated time for the teacher to observe other classes and to receive constructive mentor feedback on his/her classes. College Board teaching experts will also give advice to the teacher.
 - d. The school should meet regularly with the teacher to discuss the teacher's progress in addressing these issues. The College Board should be notified of the outcomes of these meetings.

6.5. Termination Procedures



In the unlikely event that the teacher and school cannot establish an effective working relationship, even after an intervention plan has been implemented, the school may determine to end the teacher's position. Once the teacher no longer has a teaching position, his/her visa will immediately end and the teacher will have 30 days to leave the United States.

Termination of a teacher's position is highly unusual, and in previous years has happened in less than 2% of all cases. If a school terminates a teacher's employment and would like a replacement teacher, the College Board will attempt to identify a suitable replacement guest teacher for the remainder of the school year.

In Chinese culture, it is common for people to keep their problems or concerns to themselves, for fear of troubling or disappointing others. It is thus advisable for a key contact, such as the academic or cultural mentor, to check in with the guest teacher frequently and ask him/her more than once how things are going and to encourage the teacher to be forthcoming with questions and concerns. The mentor should explain that Americans are not uncomfortable with direct discussion of problems and that bringing issues into the open is the first step to resolving them.

7. Chinese Guest Teacher Program Renewal Procedures

The Chinese Guest Teacher Program is intended to help schools jumpstart or expand their Chinese programs. While hosting Chinese guest teachers, participating host institutions are expected to actively seek ways to develop a sustainable, long-term Chinese program. Institutions requesting renewal are expected to provide evidence of such efforts and/or justification of the need to continue with the Program. *Schools which have participated in the program for five years will be required to submit additional documentation in order to be considered for further renewal.*

The term of your institution's participation in the Program is for the 2016-17 school year, as is the guest teacher's contract with your school. Typically, all host institutions and guest teachers are asked to decide in January or February if they intend to apply for renewal in the Program for 2017-18. This is an important decision for both institutions and teachers, and the teacher's decision whether to renew with the Program may be impacted by the host institution's plans. The College Board will notify you in late fall regarding the timeline for renewal.

General Timeline for Renewal:

Step 1: Schools and teachers meet to discuss plans for the following school year. Schools and teachers submit separate renewal applications. Teachers may only apply to renew at their current host institution. Schools indicate on the renewal application whether they would like the teacher to return.

Step 2: The College Board reviews school and teacher(s)' renewal applications. If the teacher's current host institution would like to continue hosting the teacher, the College Board passes on the teacher's renewal application to Hanban. Hanban checks with the teachers' home school in China to request permission for the teacher to continue in the Program for another school year. *Almost all teachers that apply to renew (approximately 90%) are granted permission by their home school. However, if they are denied permission, the teacher must return to China.*



Step 3: The College Board sends program renewal notifications to schools. Schools use College Board and IIE templates to provide offer letters and TOAs for both renewing and new teachers. Renewing teachers will renew their visas in China over the summer break; new teachers will be assigned in the spring.

8. Chinese Culture Overview

8.1. Differences between Chinese and American Cultures

(Sub-section 8.1 from NAFSA' s "Chinese Students in Undergraduate Programs: Understanding and Overcoming the Challenges")

	China	United States	Potential Impact on Academics/Campus Life
Conception of Self	Collectivist: higher value placed in own cultural group and individual modesty.	Individualist: self-reliance, self-promotion, value freedom from imposed constraints.	Limited class participation: not wanting to appear immodest; less willing to risk behavior displeasing to group; will not respond to posted activities or even individual invitations of group members do not plan to attend.
Educational Framework	The Confucian system focuses on extensive memorization w/o any requirement to challenge or theorize on what student has memorized.	The American system emphasizes creativity, exploring new ideas challenging existing concepts or theories.	Problems in responding to "why?" Unfamiliarity with group work; discomfort with self-expression. Skill in memorizing can collide with academic honesty policies.
Social Relationships	Formal and hierarchical. Most comfortable in context in which position and rules for behavior are known.	Informal, egalitarian. Social hierarchy is present but less visible and de-emphasized.	Confucian respect for professors can severely inhibit class participation.

Harmony versus Confrontation	In keeping with Confucian and Communist Party teachings, avoid open criticism, controversial topics, or confrontation. "Saving face" important.	Willing to discuss controversial topics, criticize, confront, advance personal view regardless of status of person being challenged.	Huge impact on class dynamics and interaction. Seldom willing to admit blame when confronted.
Rule of Law	Hold greater faith in personal relationships than in written policies or regulations.	Have great faith that laws, regulations, policies lead to fair outcomes and must thus be followed or changed through rule-governed processes.	Rules can be circumvented to achieve goals.
Academic Honesty	System rewards scores on standardized exams—how ever those scores are attained. Focus on product.	A belief in a meritocracy and a cherishing of original thought. Strict belief in citing sources. Focus on process.	Willing to risk violating policies on academic honesty
Role of Silence	<i>San si er xing</i> (think twice before you speak). Meditation is encouraged; prompt speech considered hasty. Student silence is sign of respect for teacher. More pronounced in situations where student's status appears ambiguous or if student	Silence in the presence of others is rare and uncomfortable. Focus on interactional competence in academic settings. Silence viewed as lack of preparation, competence or respect.	Seldom participate if not part of grade; seldom given time by teachers to give considered opinion (an absence of hang time or of an inclusive atmosphere to support students risking loss of face to participate.

8.2. Key Concepts in Understanding Chinese Culture

(Sub-section 8.2 adapted from the following website:
http://www.culturalsavvy.com/chinese_culture.htm)

***Guanxi*:** Throughout much of Chinese history, the fundamental glue that has held society together is the concept of *guanxi*, relationships between people. Today this means who you know and what these people believe their obligations are to you.

With a good network of contacts in China, almost anything can be accomplished. *Guanxi* is how things get done. The power of *guanxi* is one of the reasons given for why China does not have a reliable legal system.

Reciprocity: This refers to the exchanging of favors between individuals and groups. People will presume upon those with whom they have *guanxi*, and understand the need for returning favors.



Lijie and surface harmony: Originally *li* meant to sacrifice, but today it is translated as the art of being polite and courteous. Proper etiquette preserves harmony and face. Therefore, the true emotions of a person do not matter as long as surface harmony is maintained. For example, a public argument, or a boss reprimanding a staff member in front of others, would disturb surface harmony and cause a loss of face. This is why the Chinese often use an intermediary to deliver bad news or unpleasant messages.

Keqi: *Ke* means guest and *qi* means behavior. It not only means considerate, polite, and well mannered, but also represents humbleness and modesty. It is impolite to be arrogant and brag about oneself or one's inner circle. The expression is most often used in the negative, as in *buyao keqi*, meaning "you shouldn't be so kind and polite to me," or "you're welcome."

Inner and outer circles: The rules of behavior set forth by Confucius apply to one's inner circle, i.e. family, friends, colleagues, and acquaintances. They do not, as a rule, apply to people outside the circle, i.e. strangers. It is not considered rude to bump into someone without offering an apology. The Western concept of being kind to strangers seems strange to the Chinese. This also explains why there is no strong concept of philanthropy in China.

Face: While Americans may prefer not to embarrass themselves or others in public, they will not generally go as far as Chinese often will go to avoid that embarrassment. To Americans it is more important to "be honest," "face facts," make their views known, and express their questions and disagreements.

Confucianism: Very generally speaking, Chinese society has traditionally had a hierarchical structure resulting from Confucian ideas about the proper order of life and society. Americans generally lack the Chinese/Confucian concern with order, hierarchy, and harmonious interpersonal relationships. They prefer informality in their interactions; they are impatient with rituals and with social interactions that follow a formula. The Confucian idea of "filial piety" receives relatively little attention in Americans' upbringing. Instead, they learn to "question authority," including that of their parents and teachers. They value "freedom" from external limitations on their behavior. Thus Americans are inclined to be open, direct, and even confrontational in ways that Chinese consider improper. In Chinese-American interactions, Chinese often feel disturbed by what they consider the Americans' "lack of respect" for traditions and for other people.

Indirectness: Chinese people are uncomfortable saying "no" directly, unlike Americans, because it helps the other person save face and preserves the harmony in the relationship.

This unwillingness to say no can easily create communication problems, particularly with cultures at the opposite end of the bluntness-tact scale, such as Americans and Germans. To function effectively in Chinese culture, it is necessary to become attuned to some of the most common verbal and non-verbal substitutes for "no", such as a pledge that one will "seriously consider" something, negative body language, or changing the subject.

A related issue is the need to avoid a confrontational approach that brings conflicts into the open. Raising one's voice, losing one's temper, or making physical gestures such as slamming doors, pounding one's fist on the table, etc., is almost always a bad idea in the Far East - the typical result is that one both alienates the other person and loses face. Whatever the problem is, patience, firmness and cultural sensitivity will almost always work better than open confrontation.

Different ideas about gifts: Chinese and Americans have somewhat different ideas and customs concerning gifts. There are a few important concepts to remember when choosing a gift for a Chinese person:

- Odd numbers are considered unfortunate. The exception to this rule is “four” which, although an even number, is considered unlucky because the pronunciation in Chinese sounds like “death”.
- Do not give a gift of a clock, which sounds like attending other’s funeral; pear, which sounds like “separation”. Do not present as gifts handkerchiefs, umbrellas, white, black or sharp objects. Chinese gift recipients do not usually open gifts in the presence of the giver... but sometimes the person presenting a gift, especially in a formal setting, will open the gift for the recipient, showing it to the assembled guests.
- Present the gift with both hands, which is a symbol of respect.

8.3. Chinese Culture in Brief

- Chinese culture is more collectivist than American culture and places a high value on group cooperation, harmony and individual modesty.
- Etiquette, hierarchy and formalities are closely observed and an important part of social relationships in China.
- Relationships with other people are built on the basis of reciprocal obligations.
- Very high importance is placed on the family and relationships with even distant relatives.



9. Program Contacts

9.1. College Board

Chinese Language and Culture Initiatives
College Board
250 Vesey Street
New York, NY 10281
General e-mail inbox: guestteacher@collegeboard.org
General phone: 212-520-8650
Fax: 347-649-2026

Selena Cantor, Senior Director
Phone: 212-713-8038
E-mail: scantor@collegeboard.org

Lisa Huang Healy, Associate Director
Phone: 212-713-8102
E-mail: lhealy@collegeboard.org

Nga-Chi Lai, Program Coordinator
Phone: 212-649-8431
E-mail: nlai@collegeboard.org

Jenny Luo, Program Associate
Phone: 212-649-5411
E-mail: jluo@collegeboard.org

9.2. NCSSFL State Representatives (by state names)

Cristina Ladas, Arizona NCSSFL
Lynn Fulton-Archer, Delaware DOE
Xiao Liu, Delaware DOE
David Beste, Louisiana DOE
Terri Hammatt, Louisiana DOE
Rachelle Tome, Maine DOE
Vickie Scow, Nebraska DOE
Kin Chee, New York DOE
Helga Fasciano, North Carolina DPI
Ann Marie Gunter, North Carolina DPI
Ryan Wertz, Ohio DOE
Paula Sondej, Ohio DOE
Kathleen Shelton, Ohio DOE
Desa Dawson, Oklahoma DOE
Ruta Couet, South Carolina Office of Education
Gregg Roberts, Utah State Office of Education
Stacy Lyon, Utah State Office of Education
Lisa Harris, Virginia DOE

CristinaLadas@me.com
lfulton@doe.k12.de.us
xiao.liu@doe.k12.de.us
David.Beste@la.gov
Terri.Hammatt@la.gov
rachelle.tome@maine.gov
vickie.scow@nde.ne.gov
kchee@mail.nysed.gov
Helga.Fasciano@dpi.state.nc.us
ann.gunter@dpi.nc.gov
Ryan.Wertz@education.ohio.gov
Paula.Sondej@education.ohio.gov
kathleen.shelton@education.ohio.gov
Desa.Dawson@sde.ok.gov
rcouet@ed.sc.gov
Gregg.Roberts@schools.utah.gov
Stacy.lyon@outlook.com
lisa.harris@doe.virginia.gov



Michele Anciaux Aoki, Washington OSPI
Deborah Nicholson, West Virginia DOE

Michele.Aoki@k12.wa.us
dlnichol@access.k12.wv.us

9.3. Other State-Level Organizations

North Carolina Center for International Understanding (NCCIU)
June Chen
Rebecca Williams

jchen@northcarolina.edu
rcwilliams@northcarolina.edu

9.4. Institute of International Education (Visa Sponsor)

Saman Lesinski, External Relationship Officer
Kimberly Brown, Program Officer

Academic and Experiential Learning
Institute of International Education (IIE)
809 United Nations Plaza
New York, NY 10017-3580
Phone: (212) 984-5587
Fax: (212) 984-5484
E-mail: InternationalTeachers@iie.org

10. References

http://www.culturalsavvy.com/chinese_culture.htm

11. Resources

American Council on the Teaching of Foreign Languages (ACTFL) | www.actfl.org

Asia Society Education Programs | www.askasia.org; www.asiasociety.org

Association of Departments of Foreign Language | www.adfl.org

Chinese Language Association of Secondary-Elementary Schools (CLASS) | www.classk12.org

Chinese Language Teacher Association (CLTA) | <http://clta.osu.edu>

Chinese School Association in the United States (CSAUS) | www.csaus.org

College Board Chinese Language and Culture Initiatives | www.collegeboard.com/k12chinese ;
www.collegeboard.com/guestteacher

College Board AP Home Page | <http://apcentral.collegeboard.com>

Hanban/Confucius Institute Headquarters (Hanban) | www.hanban.org

National Council of State Supervisors of Languages (NCSSFL) | www.ncssfl.org



National Consortium for Teaching about Asia | www.nctasia.org

National Council of Associations of Chinese Language Schools (NCACLS) | www.ncacls.net



Appendix A:

For Your Finance Office:

Payroll Tax Withholding & Reporting Procedures for Aliens Employed in the U.S.

NOTE: The College Board cannot furnish tax advice. We strongly encourage schools to check with their tax advisors and review all applicable local and federal tax regulations. **The information we have gathered is intended to provide general guidance and should not be relied upon as tax advice.**

Checklist for Payroll Tax Withholding & Reporting for Aliens Employed in the U.S.

- ✓ Determine Resident v. Nonresident Alien Status by documenting teacher's physical presence in the U.S. over the prior 6 years
- ✓ Determine proper federal tax withholding rate: Review Form 8233
- ✓ File Form 8233 with IRS (*SSN needed*)
- ✓ Obtain completed Form W-4 from teacher
- ✓ Determine state taxation of wages and other payments
- ✓ Enter proper withholding rates and/or exemptions from taxes into payroll processing system
- ✓ Prepare Forms 1042-S and W-2 (if applicable)
- ✓ File Forms 1042 & 1042-S with IRS

The following information is intended as a resource for payroll departments that may not be familiar with the tax withholding and reporting requirements for non-resident alien (NRA) teachers visiting the United States with a "J" visa and is not intended to provide tax advice. The information below was obtained from the IRS website. Citations to the web location of various topics below is provided for your convenience.

A. Determine & Document Resident v. Nonresident Alien Status

1. *Employer must ascertain the teachers' physical presence in the U.S. over the prior 6 years and document his/her tax status.* While most of the time teachers visiting from China will be classified as nonresident aliens for tax purposes, it is possible that they may be considered resident aliens if they had been a student or teacher in the U.S. in the preceding 6 years.
2. Resident Alien Status
 - a. Generally determined by passing either the "green card test" or counting days present in the U.S. under the "substantial presence test" for the calendar year:
 - i. Green Card Test – if the alien holds a "green card," he or she is a resident alien.
 - ii. Substantial Presence Test – if the alien was physically present in the United States on at least 31 days during the current year, and 183 days during the 3-year period that includes the current year and the 2 years immediately before



that, except you do not count days for which the teacher is an “exempt individual.”

- a) “Exempt individual” - a teacher or trainee temporarily present in the United States under a "J " or "Q " visa, who substantially complies with the requirements of the visa (he or she has not engaged in activities that are prohibited by U.S. immigration laws) is **exempt** from counting days under the “substantial presence test. If you exclude days from the substantial presence test because the teacher is an “exempt individual,” then the teacher must complete Form 8843, Statement for Exempt Individuals and Individuals with a Medical Condition (*sample form attached*).

Exception: He/she will not be an exempt individual as a teacher or trainee if he/she was exempt as a teacher, trainee, or student for any part of 2 of the 6 preceding calendar years.

- b. Closer Connection Exception to the Substantial Presence Test - Even if the teacher passed the substantial presence test, he/she can still be treated as a nonresident alien if he/she:
- is present in the United States for less than 183 days during the year
 - maintains a tax home in a foreign country during the year (Refer to Chapter 28 of Publication 17 for a discussion of the tax home concept), and
 - has a closer connection during the year to one foreign country in which he/she has a tax home than to the United States.

3. Nonresident Status – occurs when none of the resident status tests have been met. <https://www.irs.gov/individuals/international-taxpayers/taxation-of-nonresident-aliens>

B. Determine Income tax withholding rate:

1. Withhold federal income taxes for **resident aliens** the same as U.S. Citizens.
2. Withhold federal income taxes for **nonresident aliens** according to the following special withholding rules that apply to nonresidents as described in IRS Publication 15 (Circular E) and Publication 515, Withholding Taxes on Nonresident Aliens @ <http://www.irs.gov/publications/p515/index.html>
 1. Tax Treaty Exemptions –Nonresident alien teachers who are residents of China are eligible for an exemption from federal income tax withholding on wages paid for teaching, lectures and research for an aggregate of 3 years because of the U.S.- China tax treaty.
 - i. To claim the exemption they must complete Form 8233.



- ii. Documentation of the teacher's previous presence in the U.S. will be helpful in determining if they have used any part of the 3 year exemption on prior visits.

B. **Form 8233, Exemption From Withholding on Compensation for Independent (and Certain Dependent) Personal Services of a Nonresident Alien Individual**

Instructions for Form 8233: <https://www.irs.gov/pub/irs-pdf/i8233.pdf>

1. Nonresident alien's responsibility: complete the Form 8233.

2. Employer's responsibilities:

- a. Review the completed Form 8233 to see if you are satisfied that the exemption from withholding is warranted. If you are satisfied, based on the facts presented, complete and sign the certification in Part IV.
- b. You must not accept Form 8233, and you must withhold taxes, if either of the following applies:
 - You know, or have reason to know, that any of the facts or statements on Form 8233 may be false, or
 - You know, or have reason to know, that the nonresident alien's eligibility for the exemption from withholding cannot be readily determined (for example, you know the nonresident alien has a fixed base or permanent establishment in the United States).
- c. You will need **three copies** of the completed Form 8233. Each copy of Form 8233 must include any attachments submitted by the nonresident alien individual. Give one copy of the completed Form 8233 to the nonresident alien individual. Keep a copy for your records.
- d. *Within 5 days of your acceptance, forward one copy to:*

Department of the Treasury
Internal Revenue Service
Philadelphia, PA 19255-0725

You can also fax Form 8233 to: (267) 941-1365 (limited to 25 pages at one time).

- e. **IMPORTANT:** You must **wait at least 10 days** after you have properly mailed Form 8233 to the IRS to see whether the IRS has any objections to the Form 8233. If the IRS does not notify you that it has rejected the Form 8233 within 10 days, the exemption from withholding is effective (you can make payments to the nonresident alien without withholding federal income taxes). Therefore, *Form 8233, should be filed with the IRS at least 10 days before the date of the NRA's first pay.*



D. Social Security/Medicare Tax Liability

1. The Code imposes the liability for social security and Medicare taxes on both the employer of, and the employee, who earns income from wages in the United States.
 - a. There is an exemption in the Internal Revenue Code from social security and Medicare taxes for NRA scholars, teachers, researchers, and trainees, and other non-students temporarily present in the United States in J-1, Q-1 or Q-2 status. The Social Security Act contains the same provision. Both code sections exempt the above-named nonimmigrants from social security/Medicare taxes for as long as these nonimmigrants are "NONRESIDENT ALIENS" in J-1, Q-1 or Q-2 status.
2. Foreign scholars, teachers, researchers, trainees, and other non-students in J-1, Q-1 or Q-2 nonimmigrant status who have been in the United States less than two calendar years are still NONRESIDENT ALIENS and are still exempt from social security/Medicare taxes.
 - a. However, foreign scholars, teachers, researchers, trainees, and other non-students in J-1, Q-1 or Q-2 nonimmigrant status who have been in the United States more than two calendar years are RESIDENT ALIENS and are liable for social security/Medicare taxes.
 - b. When measuring an alien's date of entry for the purposes of determining the two calendar years mentioned above, the actual date of entry is not important. It is the calendar year of entry which is counted toward the two calendar years. Thus, for example, a foreign teacher who enters the United States on December 31, 2009 counts 2009 as the first of his two years as an "exempt individual."

<https://www.irs.gov/individuals/international-taxpayers/foreign-student-liability-for-social-security-and-medicare-taxes>

E. Form W-4, *Employee's Withholding Allowance Certificate*

1. A nonresident alien cannot write "exempt" on line 7 of Form W-4 (PDF). b.A nonresident alien may claim only "single" filing status on line 3 of Form W-4, even if he is married.
2. With certain exceptions, a nonresident alien cannot claim more than one personal exemption on Form W-4. For an explanation of the exceptions, refer to the "Exemptions" section on Figuring Your Tax.
3. For wages paid after December 31, 2005, NRA employees are required to fill out Form W-4 in the special way described at "Withholding Exemptions - Personal Exemptions - Form W-4". In addition, see the instructions for NRA Forms W-4 contained in Chapter 9 of IRS Publication 15.
4. Nonresident aliens who fail to file, or file an invalid Form W-4, as required by IRS regulations, shall have federal income taxes withheld at the rates pertaining to single status, zero exemptions.

F. Taxpayer Identification Numbers NOT Necessary to Begin Paying NRAs



1. There is no federal law administered by any federal agency which prohibits the hiring of a person based solely on the fact that the person does not have a Social Security Number (SSN). Similarly, there is no federal law which prohibits the making of a payment to a person based solely on the fact that the person does not have an SSN.
2. However, there are federal laws and regulations which require the reporting of a payee's TIN (Taxpayer Identification Number--SSN or ITIN) on federal information returns and payee statements such as forms W-2, 1099, 1042-S, etc. In addition, federal regulations require (with a few exceptions) that *all tax treaty claims made on Forms 8233, W-8BEN, or W-9 be accompanied by the beneficial owner's TIN.*
3. The IRS is quite aware of the potential delays in securing an SSN which the Social Security Administration's procedures may cause some aliens. When an alien is work-authorized under the immigration law and has met the Social Security Administration's evidence requirements for an SSN, but who is experiencing delays in securing an SSN caused by the SSA's procedures, the IRS will not generally issue an ITIN (Individual Taxpayer Identification Number) to such an alien.

<https://www.irs.gov/individuals/international-taxpayers/delays-in-issuing-ssns-to-aliens-by-the-social-security-administration>

G. Forms 1042-S, Foreign Person's U.S. Source Income Subject to Withholding and 1042, Annual Withholding Tax Return for U.S. Source Income of Foreign Persons

1. Employers must report wages exempt under a tax treaty paid to a nonresident alien on Forms 1042 (due to IRS March 15) and 1042-S (due to NRA and IRS March 15).
2. Any additional **wages paid** to a nonresident alien **over and above the exempt amount are reported on Form W-2** in the normal manner.

H. Form W-2, Wage and Tax Statement

1. Nonresident Aliens:

- a. Any additional wages paid to a nonresident alien over and above the tax treaty exempt amount are reported on Form W-2 (*sample form attached*) in the normal manner.
- b. Even in situations in which all of a nonresident alien's wages are exempt from federal income tax under an income tax treaty, and in which all his federal wages would be reported on Form 1042-S, the filing of a Form W-2 for such alien is usually also required in order to report state and local wage amounts and state and local income taxes withheld on such alien's wages.

I. Filing Forms W-2 and 1042-S Without Payee TIN's

1. Withholding agents (employers) sometimes find it necessary to file information returns such as Forms W-2, 1042-S, 1099, etc. without having secured the Taxpayer Identification Number (TIN) of the payee. In such situations the withholding agent may follow the procedures below to avoid the penalty for failing to provide a payee TIN on an information return or on a payee statement (e.g., Forms W-2, 1042-S, 1099, etc.). Treasury Regulation §301.6109-1(C)
2. If the withholding agent (employer) does not know the taxpayer identifying number of



- the NRA, such person must request the NRA's number. The request should state that the identifying number is required to be furnished under authority of law.
3. When the NRA has neglected or refused to provide such TIN, after the withholding agent has complied with the request provision above, the withholding agent must sign an affidavit on the transmittal document forwarding such returns, statements, or other documents to the Internal Revenue Service, so stating.
 - a. The affidavit attached to the Forms W-2, 1042-S, 1099, etc. when filed (on paper or disk) must list the names of all aliens from whom the withholding agent solicited TIN's and was not able to secure such TIN's.
 - b. Currently, the IRS has not provided a procedure for a withholding agent who files his Forms W-2, 1042-S, 1099, etc. magnetically or electronically to file the affidavit mentioned above. As an alternative, the withholding agent should prepare the affidavit mentioned above, keep the affidavit in its files, and submit it to the IRS only in response to a proposed penalty on the withholding agent for failure to report payee TIN's on any Forms W-2, 1042-S, 1099, etc. As an additional precaution, he may attach a copy of the affidavit to his Form 941, Form 943, Form 945, Form 1042, etc. if he files those returns by paper.
 4. **There is no federal law which prevents a withholding agent from legally making a payment to a payee for the sole reason that the payee does not have a TIN.** However, sections 6721, 6722, and 6723 of the Internal Revenue Code allow the IRS to impose penalties on withholding agents who fail to report payee TIN's on information returns and payee statements (Forms W-2, 1099, 1042-S, etc.) which report payments made to payees. However, Treasury Regulations found at §301.6724-1 contain "reasonable cause" criteria which a withholding agent can use to establish acceptable reasons for not providing a payee TIN on an information return or a payee statement, and thus avoid the penalties which the IRS might otherwise impose on the withholding agent for not providing payee TIN's on information returns and payee statements.

For more information on IRS penalties relating to information returns and payee statements please refer to [Publication 1586, Reasonable Cause Regulations and Requirements for Missing and Incorrect Name/TINs](#) .

Host Institution Name: _____ (the "Host Institution")

Partner Institution Name: The College Board
Program Name: Chinese Guest Teacher Program (the "Program")

Please check off all boxes that apply:

- In advertising the Program and recruiting host families for the Program, the Host Institution used only promotional materials that professionally, ethically, and accurately reflect the purposes and activities of the Program.
- Host families applied to serve as hosts for the Program.
- The host family was interviewed, adequately screened and selected by the Host Institution which confirms that the host family is of good reputation and character and have adequate financial resources to undertake hosting obligations.
- The Host Institution provided the host family with a summary of the Program and of the requirements, obligations and commitment to host.
- The Host Institution will retain on file an application form signed and dated by the host family designee. The application must include a summary and profile of the host family, the physical home environment, and family composition. This application will be kept on file by the Host Institution for a minimum of three years and presented to IIE upon request.
- Each member of the host family household 18 years of age and older, as well as any new adult member added to the household, or any member of the host family household who will turn 18 years of age during the participant's stay in the household, will undergo a criminal background check by the Host Institution (which includes a search of the Department of Justice's National Sex Offender Public Registry).
- The host family will be advised of its responsibility to inform the Host Institution of any and all material changes in the status of the host family or participant, including, but not limited to changes in address, finances, employment and criminal arrests. The Host Institution will inform the College Board and IIE immediately of any such change.
- Any participant who will stay with a single adult without a child in the home must agree in writing in advance of the placement to be hosted by a single adult female/male.
- In the event unforeseen circumstances necessitate a change of placement, the Host Institution will document the reason(s) necessitating such change, make the change and provide the College Board and IIE with a summary of the reason(s) for such change.
- The Host Institution certifies that the Host Institution will take full responsibility for the participant while the participant resides in the host family's home.

Host Institution Name: _____

Host Institution Official's Signature: _____

Host Institution Official's Name (Printed): _____

Date: _____

Please submit by July 31 to IIE by either scanning and emailing to InternationalTeachers@iie.org or via fax to 212-984-5484.