

MEMORANDUM OF UNDERSTANDING
BETWEEN
MANITOBA EDUCATION, CITIZENSHIP AND YOUTH (MANITOBA, CANADA)
AND
MEITOKU GIJUKU HIGH SCHOOL (JAPAN)
AND
DAKOTA COLLEGIATE (MANITOBA, CANADA)

WHEREAS, Meitoku Gijuku School of Kochi Prefecture, Japan and Dakota Collegiate of Winnipeg, Manitoba, Canada want to work together in the spirit of friendship and cooperation to offer a Dual Diploma Program, which, upon completion of all credits and program requirements will lead to students graduating from Meitoku Gijuku High School with a Manitoba high school graduation diploma and a Japanese high school graduation diploma; and

WHEREAS, Manitoba Education, Citizenship and Youth (hereinafter called "Manitoba") is prepared to accredit Meitoku Gijuku High School to offer programming acceptable to Manitoba for purposes of Manitoba high school graduation, if the understandings outlined in Appendices I, II, III, and IV are fully met and continue to be duly followed; and

WHEREAS, Dakota Collegiate will offer students the opportunity to complete the required Manitoba credits at Dakota Collegiate;

THEREFORE, the three parties have decided to enter into this Memorandum of Understanding dated and signed at

SIGNING FOR MANITOBA

WITNESS

SIGING FOR MEITOKU GIJUKU HIGH SCHOOL

WITNESS

SIGNING FOR DAKOTA COLLEGIATE

WITNESS

ATTACHMENTS:

APPENDIX I - Understandings
APPENDIX II - Administrative Requirements
APPENDIX III - Program Requirements
APPENDIX IV - Due Process

DATE _____

APPENDIX I – Understandings

This Memorandum of Understanding is a statement of mutual understandings between the parties regarding the subject matter of the Memorandum of Understanding. The parties do not intend to create a contract, and as such, this Memorandum is not enforceable under the laws of Japan or Manitoba.

Manitoba Accreditation

1. Manitoba administrative requirements are outlined in Appendix II and Manitoba program requirements are outlined in Appendix III.
2. If Meitoku Gijuku School and Dakota Collegiate do not meet and maintain the requirements outlined in Appendix II and III Manitoba will remove the accreditation status granted.

Term

3. This Memorandum of Understanding is for one school year period, that being the 2004 - 2005 school year.
4. This Memorandum of Understanding may be renewed for each subsequent school year, at the discretion of Manitoba, provided that the schools continue to meet all requirements.

Inspective Visits

5. Manitoba may determine that its requirements are being met through inspective visits by Manitoba officials. The full cost of any inspective visits to Meitoku Gijuku High School (round trip airfare, ground, transportation, accommodations, meals, and reasonable associated expenses) will be the responsibility of Meitoku Gijuku High School.

No Transfer or Assignment

6. This Memorandum of Understanding is specific to Meitoku Gijuku High School and Dakota Collegiate. The Schools may not assign, transfer, sell or otherwise pass their interest in this Memorandum of Understanding to another school unless Manitoba agrees in writing.
7. All material provided by Manitoba under this Memorandum of Understanding, such as Manitoba curricula, is subject to copyright and remains the sole property of Manitoba.
8. When this Memorandum of Understanding ends, Meitoku Gijuku School must return all material, including all copies in whatever form or media, or certify to Manitoba that it has destroyed the copies.
9. Meitoku Gijuku School must not share the copyright materials with any other school.

Manitoba Senior Years Graduation Diploma

10. Students graduating from the accredited high school program will be eligible to receive a Manitoba High School Graduation Diploma. (Please see Appendix III)
11. The Manitoba High School Graduation Diploma can be used by students graduating from Meitoku Gijuku School to apply for admission to universities in Manitoba, Canada and elsewhere.
12. Meitoku Gijuku School recognizes that the Manitoba High School Graduation Diploma does not guarantee acceptance/admission to post-secondary institutions. Students must apply to post-secondary institutions for individual acceptance/admission consideration.

Limitations of Manitoba

13. The Memorandum of Understanding does not commit or otherwise obligate Manitoba to provide any funding, resources, or staffing in support of programming at Meitoku Gijuku School or Dakota Collegiate.
14. Manitoba, on a voluntary basis, will work with school staff to make the schools aware of educational resources, materials, available consultation, and similar information which the school may wish to obtain through its own means.

Financial Responsibility of Meitoku Gijuku School

15. Meitoku Gijuku School is responsible for reasonable costs payable to Manitoba related to postage and shipping, telephone, facsimile transmission, and similar movement of documents, and other materials, reports or information between the school and Manitoba. These costs will be covered through an annual fee assessed by and payable to Manitoba. The fee for the 2004/05 academic year is CAD\$2500 and is due by September 1, 2004.

Facilities and Resources

16. Meitoku Gijuku School understands that it is essential that libraries providing adequate English language educational resources and general interest materials be available to students on a consistent basis for their studies and leisure purposes.
17. Meitoku Gijuku School understands that the biology, chemistry and physics laboratories must continue to meet the standards required by Manitoba.
18. Meitoku Gijuku School understands that it must maintain and have fully operational (an) on-site computers and that students must have supervised access to the Internet.

English Language Proficiency

19. Meitoku Gijuku School understands that its students must develop a level of proficiency in the English language acceptable to Manitoba for graduation with a Manitoba High School Graduation Diploma.
20. Meitoku Gijuku School and Dakota Collegiate understand that the responsibility for developing its students' proficiency in the English language rests fully with the schools and that continual and consistent access and usage of English language materials in print, audio-visual, and electronic formats is essential.
21. Meitoku Gijuku School understands that good listening, understanding, writing, and speaking skills in English are essential to success at Manitoba and other Canadian universities and colleges, and may be taken into consideration by post-secondary institutions through their admission/acceptance procedures.
22. Meitoku Gijuku School students, similar to other students possessing Manitoba diplomas, may be subject to an assessment of English language proficiency as part of the application process or subsequent to admission/acceptance to a university or college.

APPENDIX II - Administrative Requirements

For the program to be accredited, Dakota and Meitoku Gijuku must adhere to the following requirements:

1. Teach all compulsory and optional credits for the grade level offered.
2. Use Manitoba curricula, or other curricula deemed to be equivalent to Manitoba curricula by the Manitoba school principal and approved by Manitoba, for all courses taught for credit toward the Manitoba High School Graduation Diploma.
3. The Senior 4 provincial standards tests (examinations) will be written as required for all students graduating with a Manitoba high school diploma.
4. Make all necessary arrangements for travel, health insurance, homestay, and course registration for participating students.
5. Maintain a system of student records and forward without delay to Manitoba all necessary forms or reports, including students' final marks, required by Manitoba at such times and in a manner as prescribed.
6. Abide by other pertinent policy, statutory or regulatory provisions that apply to Manitoba schools with possible adjustments for local circumstances as may be from time to time approved by Manitoba.
7. When requested by Manitoba, obtain and provide to Manitoba a copy of a written, continuing endorsement by the Japan Education Authority of the dual diploma program.

APPENDIX III - Program Requirements

The Senior 1 to 4 (Grades 9 to 12) high school program requirements for the Meitoku Gijuku / Dakota School Dual Diploma Program are as follows:

1. High school students (Senior 1 to 4/Grades 9 to 12) must successfully complete twenty-eight credits between Senior 1 (Grade 9) and Senior 4 (Grade 12). One credit is based on a curriculum designed for 110 hours of instructional time.
2. Senior 1 (Grade 9) and Senior 2 (Grade 10) students may be granted sixteen out-of-country equivalent credits according to the following:

Senior 1 (Grade 9)

Compulsory Credits

- language arts (Japanese or English) 1 credit
- mathematics 1 credit
- science 1 credit
- social studies 1 credit
- physical education/health education 1 credit

Optional Credits

- optional credits may be from any subject area at any grade level from Senior 1 to Senior 4 3 credits

Senior 2 (Grade 10)

Compulsory Credits

- language arts (Japanese or English) 1 credit
- mathematics 1 credit
- science 1 credit
- social studies 1 credit
- physical education/health education 1 credit

Optional Credits

- optional credits may be from any subject area at any grade level from Senior 1 to Senior 4 3 credits

TOTAL SENIOR 1 AND 2 (GRADE 9 AND 10) CREDITS 16 CREDITS

3. At a minimum, in Senior 1 (Grade 9) nine hours of instruction per week, and in Senior 2 (Grade 10) twelve hours of instruction per week, must be in the English language.
4. In Senior 3 (Grade 11), students must successfully complete a minimum of seven credits in the Manitoba curriculum in the English language. Three of these credits must be in English Language Arts, one credit must be Canadian History 30S, one must be Mathematics 40S, one must be a Science course (Biology 30S) and one may be selected from a list of courses approved by Manitoba e.g, Physical Education, Canadian Studies, Computer Applications. These credits will be completed at Dakota Collegiate, Winnipeg.

- The remainder of the courses required to complete the twenty-eight credit diploma must be equivalent to the Manitoba curricula and must be approved by Manitoba. These courses will be completed at Meitoku Gijuku School in Japan.

Senior 3 (Grade 11) and Senior 4 (Grade 12)

At Dakota Collegiate

Compulsory Credits

- English Language Arts - English language instruction based on Manitoba curriculum 3 credits
- Mathematics - One to be English instruction based on the Manitoba Mathematics curriculum 2 credits
- Social Studies (Canadian History) - English language instruction based on Manitoba curriculum 1 credit
- Science- English Language instruction based on the Manitoba curriculum, e.g., Biology 1 credit

Optional Credits

- Optional Credits - from any subject area (Physical Education, Canadian Studies, Computer Applications, etc.) 1 credit

At Meitoku Gijuku School

- Optional Credits equivalent to Manitoba curriculum and approved by Manitoba 4 credits

TOTAL SENIOR 3 AND 4 (GRADES 11 AND 12) CREDITS 12 CREDITS

TOTAL SENIOR 1 AND 4 (GRADES 9 AND 12) CREDITS 28 CREDITS

- Meitoku Gijuku students must write the Manitoba Senior 4 English standards test (examination) and their mark on this test must count for a percentage of their final mark as required by Manitoba (currently 30%). This test is based on Manitoba curriculum and must be written in English. The test will be written at Dakota Collegiate
- Meitoku Gijuku School students must write a Manitoba Senior 4 Mathematics standards test (examination) in English and their mark on this test must count for a percentage of their final mark as required by Manitoba (currently 30%). This test is based on Manitoba curriculum and must be written in English. The test will be written at Dakota Collegiate.

APPENDIX IV – Due Process

If Meitoku Gijuku School and Dakota Collegiate do not meet and maintain the requirements in this Memorandum of Understanding the following process will be followed:

1. Notice in writing will be given to the Schools by Manitoba stating concerns and clear expectations. Recommendations will be made as to how the schools should make changes in order to meet the expectations.
2. The schools will be given a deadline by Manitoba to comply with the recommendations outlined in the letter of notice.
3. If deemed necessary by Manitoba, there will be another visit to the schools by Manitoba staff at the expense of the school.

If, after steps 1 to 3, Manitoba determines that Meitoku Gijuku School and Dakota Collegiate have achieved satisfactory compliance, the accreditation will remain in place.

If the requirements are still not being met in Manitoba's judgement and there are no extenuating' circumstances acceptable to Manitoba, Manitoba may withdraw its accreditation immediately or at a date its selects. This Memorandum of Understanding ends when the accreditation is withdrawn.