

**Memorandum of Agreement  
Between the Duluth Independent School District (“ISD 709”)  
And the University of Minnesota  
Through its Duluth Campus (“UMD”)  
For the Enweyang Ojibwe Language Nest**

- I. The ISD 709 and UMD, in the interest of fostering cooperation between institutions and to improve the cultural and language education experience of children and student teachers, hereby enter into this agreement involving the Language Nest. This working relationship involves the regular attendance (8:45 am - 3:30 pm, Monday through Friday) of ISD 709 students in an Ojibwe language immersion program at UMD. This agreement is in effect for programming beginning September 6<sup>th</sup>, 2012 and continuing until June 6<sup>th</sup>, 2013.
- II. The following articles delineate the understanding between Duluth ISD 709 and UMD:
  - A. Staff at the UMD Language Nest will be responsible for the recruitment and selection of 15 children from families for the program.
  - B. After a child’s guardian has signed a FERPA waiver substantially in the form attached hereto as Attachment A, the Offices of ISD 709 and the UMD Language Nest agree to share information on student in the following ways:
    - i. Regularly communicating on student performance, dispositions, and readiness.
    - ii. Jointly sharing information on home-school experience and communications.
  - C. Students will be contiguously enrolled in the UMD Language Nest program from 8:45 AM to 12:30 PM, and from 12:30 PM to 3:30 PM in the ISD 709 Kindergarten program. The Language Nest site is licensed through the Minnesota Department of Human Services (“DHS”).
  - D. Language Nest staff will work with Duluth ISD 709 Curriculum specialists to incorporate familiar Duluth Kindergarten routines, curriculum, and assessment strategies and topics in the delivery of language programming.
  - E. UMD agrees to provide the following in the establishment of the Language Nest
    - i. transportation costs for field trips (including bus monitor)
    - ii. licensed teacher who is a fluent Ojibwe speaker (between the hours of 8:45 AM and 12:30 PM)
    - iii. curriculum materials and supplies for morning Kindergarten level programming in specialty subject areas.
    - iv. a safe and supportive environment (classroom and playground) that meets safety standards) and that is equipped for Kindergarten program needs

- v. monitor and report student success in language/content areas
  - vi. curriculum activities parallel those done in the regular classroom (i.e. common literacy activities, routines, content areas)
  - vii. a lunch program that follows DHS and Minnesota Department of Education (“DOE”) nutritional guidelines and regulations
  - viii. classroom space that is available for ISD 709 program staff to use in afternoon Kindergarten programming
  - ix. office support person from 8:45 AM to 3:30 PM.
- F. Duluth ISD 709 agrees to provide the following in support and collaboration with the Language Nest
- i. licensed teacher (between the hours of 12:00 and 3:30)
  - ii. curriculum and assessment support and expertise
  - iii. curriculum materials and supplies for afternoon Kindergarten level programming in core academic areas
  - iv. support and advocacy for the program at the community and district level
  - v. sub-contract transportation for language nest travel
  - vi. help facilitate communication with families
  - vii. obtain a release of information from parents so that the data from Section B of this MOA can be shared between Duluth ISD 709 and Language Nest staff
  - viii. liability insurance for all Language Nest students from 12:30 to 3:30.
- G. Students eligible for the Language Nest program will be enrolled in the ISD 709 Kindergarten program. Admittance will be determined by the language nest teacher, the classroom teacher, and the family. Attendance, interest in the language, and academic and social readiness are key selection criteria.
- H. Both programs agree to observe the Duluth ISD 709 calendar.
- I. Both programs are committed to working together to provide for the advancement of core skills and the Ojibwe language.
- J. Each party will be solely responsible for their own costs incurred while performing under this Agreement. UMD will compensate ISD 709 for up to \$XXXX.XX or part therein for each child not enrolled or who does not complete the academic year.
- K. The sole relationship between the parties is that of parties to this Agreement, no partnership, agency, employment, or other relationship is hereby created or implied, and neither party has the authority to bind the other in any manner.



ATTACHMENT A

EDUCATION INFORMATION RELEASE

Child's Name: \_\_\_\_\_  
(Please Print)

Date: \_\_\_\_\_

Parent or Legal Guardian Name: \_\_\_\_\_  
(Please Print)

I would like my child to participate in the Language Nest/ Kindergarten program of the University of Minnesota Duluth ("UMD") and the Duluth Independent School District 709 ("ISD 709") hosted by UMD. As part of that participation, I understand that Duluth ISD 709 staff and UMD staff will share information about my child's educational performance, disposition, readiness, and other information related to the child's education.

In compliance with the "Family Educational Rights and Privacy Act of 1974" (as amended), ("FERPA"), I voluntarily grant to ISD 709 staff and UMD staff access to confidential records within my child's educational file and grant the staff permission to discuss such information with each other for the educational benefit of my child.

I am requesting this waiver be in effect so long as my child is enrolled in the Language Nest / Kindergarten programs.

Signed: \_\_\_\_\_