

**[DISTRICT NAME]**

**[SCHOOL NAME]**

## **North Dakota Department of Public Instruction**

### **ND FIRST Memorandum of Understanding (MOU) Template 2025-2028**

This memorandum of understanding (MOU) is entered on **[DATE]** among the signatory partner entities, including **[DISTRICT NAME]** and the North Dakota Department of Public Instruction (NDDPI). According to Senate Bill 2254 of the North Dakota legislature, schools flagged for Comprehensive Support and Improvement (CSI) for consecutive evaluation cycles will receive enhanced support through ND FIRST (Fostering Improved Results for School Transformation). See **Appendix ##** Levels of Support and District Requirements.

According to Section 1.3 of Senate Bill 2254, “A memorandum of understanding must be entered between the department of public instruction and a chronically low - performing school or school district.” The purpose of the MOU is to establish customized expectations for the schools named in this document for the duration of the ND FIRST cycle, as well as identify consistent expectations on which these schools will be assessed. The above-named signatory partner entities agree that upon the commencement date of this MOU, they shall collaboratively work to achieve the goals, including interim target benchmarks and aligned end target outcomes for the schools named in this document.

The purposes, terms, and conditions of this agreement are as follows:

#### **I. COMPONENTS OF THIS AGREEMENT**

The signatory partner entities will collectively assess the needs defined below in Section I.A.1-3 and develop a plan of support and interventions. Through increased collaboration and positive relationships, the signatory partners will implement **[DISTRICT NAME]**'s agreement with fidelity, resulting in improved academic achievement for all students. Within 90 days of assignment as a district serving ND FIRST schools, signatory partner entities agree to collaboratively complete an MOU that:

- A. Utilizes the ND FIRST Progress Review, with support from NDDPI and partners, to “conduct an assessment and a review of past interventions of a chronically low-performing school or school district to identify areas of insufficient performance and develop an improvement plan.” [Section 1.2 of Senate Bill 2254](#)

An improvement plan may require the following actions taken by the superintendent of public instruction in the identified chronically low-performing schools:

1. “Funds to be held in escrow for the school or school district or spent as designated by the superintendent of public instruction.
2. Changes to curriculum, training, instruction, assessment, or the school calendar in the school or school district.

3. Reassignment or hiring of school or school district staff to fill roles associated with school or school district needs.” [Section 1.2 of Senate Bill 2254](#)
- B. Includes an academic and financial operating or intervention plan, as part of the MOU, which has been approved by the state superintendent or his/her designee addressing the needs identified in the comprehensive needs assessment. Additionally, the academic and financial operating or intervention plan must:
    1. Identify how the school and district’s talent/staff management system, including specific details regarding district and school building leadership and educator capacity, will improve student outcomes.
    2. Identify how the school and district’s instructional, curriculum, and operational practices align with research-based instructional practices and state standards; the findings report and the ND FIRST Progress Review will serve as the academic and financial operating or intervention plan.
  - C. Includes aligned measurable 18-month interim target benchmarks and 36-month end target outcomes that will be achieved for each school operated by the district that is included in the MOU and subject to approval by the director of NDDPI.
  - D. Includes specific actions that will be taken by the district and each of its signatory partner entities to improve student achievement as measured by the ND A-PLUS formative, interim, and summative assessments.

## II. **PROCESS FOR COMPLETING THE MOU**

- A. *Assessing Needs:* Engaging in a process that assesses the school and district’s needs reveals a picture of its achievements and challenges and identifies the factors critical to its success. This includes looking at several data sources, including academic, non-academic, and district/building systems, as well as a variety of domains outlined in the findings report and recommendations from external school performance reviews.
  1. NDDPI, with support from its partners, will assess needs via an iterative process on a regular basis throughout the continuous improvement cycle.
  2. NDDPI, with support from its partners, will generate a report from the ND FIRST Progress Review and Findings Report which will be shared with each participating ND FIRST school and district.
  3. The district and school will then engage in root cause analysis around the areas of inquiry to discern the primary contributing factor(s), identify challenges or opportunities for growth, and identify assets that can be

leveraged to address those opportunities.

- B. *Plan, Implement, and Monitor Progress*: Goals provide a sense of direction, motivation, and clear focus for improvement and are a result of the needs assessment defined in **Section II.A.** The ND FIRST district will define goal areas (Customized Expectations) with specific, measurable, attainable, relevant, and time-bound (SMART) benchmarks and outcomes with the below parameters.

1. The district and school will outline goals, strategies, and activities that, when implemented with fidelity, will help the school and district reach its goals, meet whole child needs, and achieve success.
2. The school and district will identify and include 18-month interim target milestones, and 36-month end target outcomes aligned to the previously identified goals.

*While goals, 18-month interim target benchmarks, and 36-month end target outcomes do not change, an ND FIRST school and district will monitor and may need to adjust strategies, activities, funding, and communication to attain the final goal. While NDDPI and the ND FIRST school and district will collectively create success metrics and goals, the final determination will be made by the State Superintendent.*

### III. **REQUIREMENTS OF ND FIRST SCHOOLS and DISTRICTS (CONSISTENT EXPECTATIONS)**

#### A. Initial 18 Months (Year 1 & 2)

**[INSERT SCHOOL]**...

1. Administers and implements the ND A-PLUS formative, interim, and summative assessments.
2. Develops authentic supervision and evaluation processes for teachers, principals, and superintendent to generate more effective feedback to support instruction.
3. Implements leadership and capacity building to guarantee all leaders can meet state education goals.
4. Implements effective practices to support recruitment and retention of teachers and leaders.
5. Completes and engages in school board implementation training/coaching.
6. Grants NDDPI access to performance data through data sharing agreement
7. Experiences increased NDDPI oversight of funding for curriculum, training, instruction, assessment, or the school calendar.

#### B. Post 18-Month Evaluation (Year 3)

**[INSERT SCHOOL]**...

1. Produces outcomes-based budgeting plan approved by NDDPI.

2. Continues leadership mentoring as needed.
3. Develops and applies strategic improvement processes in line with state education goals.

**IV. REVIEW OF MILESTONES, OUTCOMES, AND IDENTIFICATION**

Evaluating the attainment of interim milestone target and end outcome target measures occurs twice during the life of the MOU. Each evaluation follows established business rules and includes reviewing the school and district's capacity, fidelity, the extent of reaching the targeted population or stage of implementation (scale/reach), and the impact of identified goals.

- A. Interim milestone target review: attainment of interim target milestones reviewed at the 18-month mark of the MOU to determine whether schools and districts are On-Track, Off-Track with Progress, or Off-Track in meeting the goals of its MOU.
- B. Summary Report and Academic Outcome Evaluation: attainment of end target outcomes reviewed at the 36-month mark of the MOU.

**V. EXITING ND FIRST**

At the end of the 36-month period, marking the end of the MOU, the State Superintendent will utilize the findings collected in the 18- and 36-month reviews to inform the ND FIRST school's next steps. The Superintendent will determine one of the following:

- A. Exit ND FIRST and return to General Support
- B. Exit ND FIRST and move to TSI Year One Support
- C. Remain in ND FIRST

**VI. TERMS AND CONDITIONS**

[DISTRICT and SCHOOL NAME] retains control of the school(s) named in this agreement. The North Dakota Department of Public Instruction and the partners named in this agreement will provide mutually agreed upon support to meet the milestones and goals/outcomes.

**VII. SIGNATORY PARTNERS**

The [DISTRICT and SCHOOL NAME] board of education president, [DISTRICT NAME] superintendent, and the appropriate director of the North Dakota Department of Public Instruction are the signatory partners and serve as the primary decision-makers for this agreement.

**VIII. PERIOD OF AGREEMENT**

The MOU shall commence on [MONTH DAY, YEAR] and expire on [MONTH DAY, YEAR].

**IX. ND FIRST ASSIGNMENT**

The district is released from its ND FIRST assignment only when it has no schools identified for ND FIRST.

**X. AMENDMENTS**

This MOU shall not be modified, altered, or amended except by a written agreement duly executed by all signatory parties to this agreement in accordance with the terms hereof.

**XI. SUCCESSORS AND ASSIGNS**

The covenants, conditions, and agreements in this MOU shall be binding upon and inure to the benefit of each party, their respective legal representatives, successors, and assignees.

**XII. NO INDEMNIFICATION**

There shall be no indemnification of any party by any other in regard to liabilities arising out of the functions covered by this agreement. All parties shall be responsible for their liabilities and defense as determined by law.

**XIII. NOTICES**

Any notice to be given in connection with any of the terms or provisions of this agreement shall be in writing and be given in person, or electronic delivery with receipt notification, and shall become effective (a) on delivery if given in person, (b) on the date of delivery if sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods or by courier delivery service, or (c) four business days after being deposited in the mail, with proper postage for first-class registered or certified mail, prepaid. Until notified in writing by the appropriate party of a change to a different address, notices shall be addressed as follows:

**To the District:**

[DISTRICT NAME]  
 [DISTRICT ADDRESS]  
 [DISTRICT CITY, STATE, ZIP]  
 Attn: Superintendent [NAME],  
 President [NAME], Board of Education

**To NDDPI:**

North Dakota Department of Public  
 Instruction  
 600 East Boulevard Avenue, Dept 201  
 Bismarck, ND 58505-0440  
 Attn: Superintendent Kirsten Baesler

**XIV. ADDITIONAL PARTNERS**

The following entities have been identified and have agreed to serve as additional partners in pursuit of achieving the purposes of this agreement:

- A. [PARTNER NAME 1]  
 [ADDRESS]  
 [CITY, STATE ZIP]

- B. [PARTNER NAME 2]  
[ADDRESS]  
[CITY, STATE ZIP]
- C. [PARTNER NAME 3]  
[ADDRESS]  
[CITY, STATE ZIP]

**XV. SCHOOLS IDENTIFIED FOR SUPPORT BY THIS AGREEMENT**

- A. Schools identified for ND FIRST listed below must identify aligned 18-month interim target milestones and 36-month end target goals/outcomes in **Section XVII** Goals, Interim Target Benchmarks, and End Target Outcomes.
  - 1. [SCHOOL NAME 1]
  - 2. [SCHOOL NAME 2]
  - 3. [ADD AS NEEDED]
- B. Schools identified for Targeted Support and Improvement (TSI) or Comprehensive Support and Improvement (CSI) that do not meet criteria for ND FIRST are included in the support provided by NDDPI. These schools are not subject to milestones, goals/outcomes, or accountability measures defined in this agreement.
  - 1. [SCHOOL NAME 1]
  - 2. [ADD AS NEEDED]

**XVI. ASSURANCE OF ACTIONS**

- A. [DISTRICT NAME] BOARD OF EDUCATION ACTIONS TO BE TAKEN:
  - 1. Support the Superintendent.
  - 2. Ensure that the school/district community is meaningfully engaged in the implementation of the MOU.
- B. [DISTRICT NAME] SUPERINTENDENT ACTIONS TO BE TAKEN:
  - 1. Provide updates as defined by the NDDPI level of support to the board of education regarding the status of the district and school's implementation of this MOU.
  - 2. Ensure that the school/district community is meaningfully engaged in the implementation of this MOU.
  - 3. Schedule meetings with ND FIRST partners to discuss progress on the MOU implementation.
  - 4. [OPTIONAL] Convene community meeting(s) and provide attendees with an update regarding the status of the school/district as it relates to the

implementation of the MOU and the achievement of the interim target benchmarks and end target outcomes.

C. NDDPI ACTIONS TO BE TAKEN:

1. Assign ND FIRST Teams who will be meaningfully engaged in the implementation of the MOU.
2. Delegate and further define roles and responsibilities of ND FIRST Teams to ensure that resources are being used as efficiently and effectively as possible to improve student academic achievement and to ensure school and district financial stability.

**XVII. SAMPLE GOALS, INTERIM TARGET MILESTONES, AND END TARGET OUTCOMES**

The ND FIRST district will define goal focus goal areas. Each goal area will include a minimum of one aligned pair of 18-month interim target milestones and 36-month end target goals/outcomes.

- A. The district and school must have at least three and at most nine focus goal areas.
- B. One or more goal areas must include at least one aligned pair of 18-month interim target milestones and 36-month end target outcomes that measure proficiency or growth that puts students on track to be proficient.
- C. Must include at least one 18-month interim target milestone and aligned 36-month end target outcome based on:
  1. state assessment results,
  2. process data, and
  3. local student data.
- D. Must include at least one 18-month interim target milestone and aligned 36-month end target outcome to address literacy, and one 18-month interim target milestone and aligned 36-month end target outcome to address mathematics.
- E. Districts and schools are required to indicate goal alignment with ND PK-12 Education Strategic Vision Framework if applicable.

ND PK-12 Education Strategic Vision Framework Long-Term Outcomes for Students:

1. Increase students who enter kindergarten prepared to learn and increase the number of kindergarten classrooms that meet the needs of every learner.
2. Increase students who demonstrate reading proficiency in 3rd grade.
3. Increase students who meet expected learning gains each year.
4. Increase students who engage in learning.
5. Increase students who graduate Choice Ready
6. Reduce the disparity in achievement for students with disabilities, students in poverty, and Native American students.

**Benchmarks and Outcomes Table (See Appendix ## for Examples)**

#	Goal Area	Building Name	Building Code	Type	SEP Goal #	Data Source & Evidence	36-month End Target Outcomes	18-month Interim Target Benchmarks

The people who have executed this agreement represent that they are duly authorized to execute this agreement on behalf of the party for whom they are signing.

**Signatory Partner Entities-Required**

<b>District Superintendent</b>	<b>District Board President</b>
Signature	Signature
Printed Name	Printed Name
Date	Date
<b>North Dakota Department of Public Instruction</b>	



Signature
Printed Name
Date

### Additional Partners

<b>[PARTNER ORG OR ENTITY NAME]</b>	
Signature	
Printed Name	
Date	
<b>[PARTNER ORG OR ENTITY NAME]</b>	<b>[PARTNER ORG OR ENTITY NAME]</b>
Signature	Signature
Printed Name	Printed Name
Date	Date