

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

## North Dakota Department of Public Instruction

[DISTRICT]  
[SCHOOL]

This memorandum of understanding (MOU) is entered on [DATE] among the signatory partner entities, including [DISTRICT] 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 North Dakota Fostering Improved Results for School Transformation (ND FIRST). See Levels of Support and District Requirements (**Appendix TBD**).

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 consistent accountability expectations and customized student growth outcome measures by which the schools named in this document will be assessed through the ND FIRST framework. 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 MOU is developed in cooperation with the ND FIRST Team structure outlined in the Project Team Charter, as well as with review and approval from the [DISTRICT] board of education. ND FIRST is a system of support for low-performing schools as well as the state and federal accountability model required for any public school receiving public funds. Any public school that does not comply with this binding agreement may be subject to the loss of public school approval and funding ([Section 15.1-06-06 of the North Dakota Century Code \(NDCC\)](#)). At any point, a school can choose to become a non-public or BIE-only entity. 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]’s agreement with fidelity, resulting in improved academic achievement for all students. Within 90 days of ND FIRST identification (effective as of \_\_\_\_\_), signatory partner entities agree to collaboratively complete an MOU that:

- A. Utilizes the ND FIRST Progress Review, with support from NDDPI and the ND FIRST Team, 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 legislative interventions 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 and financial operating 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 North Dakota Academic Progression of Learning and Understanding of Students (ND A-PLUS) formative, interim, and summative assessments.
- Conducted by R&E team (see Project Team Charter)

## II. ND FIRST DESIGNATION PROCESS

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. The steps taken to identify each CSI school who moved into ND FIRST after their third year of CSI designation were as follows:

1. In Year 3 of designation, each CSI school completed the Progress Review (see Appendix XX), including external school performance reviews, alongside the School Improvement Team and the North Dakota Regional Education Association (NDREA) Coaching Liaison.
2. NDDPI, with support from its partners, generated a Findings Report (see Appendix XX) based on the CSI Progress Review and other data inputs, which was shared with the participating ND FIRST school and district.
3. Upon review of CSI school Findings Reports, NDDPI notified schools or districts who will enter ND FIRST designation.
4. The ND FIRST Team, including the Executive Improvement Specialist (EIS), the Transformative Operationalized Partners (TOPs), and the Research and Evaluation (R&E) team, were identified and assigned to the participating ND FIRST school and district (see Project Team Charter).

## III. PLAN: ESTABLISHING THE MOU

Upon entering ND FIRST designation, [SCHOOL or DISTRICT] will engage in Collaborative Partnership Agreement (MOU) meetings with NDDPI and the ND FIRST Team to develop a shared understanding of goals and expectations based on the Findings Report and recommendations from external school performance reviews. The external R&E team (see Project Team Charter) conducts these reviews.

- A. *Root Cause Analysis:* [SCHOOL or DISTRICT], with support from NDDPI and the ND FIRST Team, will revisit their root cause analysis to discern the primary factor(s) inhibiting school improvement, identify challenges or opportunities for growth, and identify assets that can be leveraged to address those opportunities.
- B. *Goal Setting:* Goals provide a sense of direction, motivation, and clear focus for improvement and are a result of the root cause analysis defined in **Section III.A**. [SCHOOL or DISTRICT], with support from NDDPI and the ND FIRST Team, will define goal areas with specific, measurable, attainable, relevant, and time-bound (SMART) benchmarks and outcomes. These agreed upon goals will be referred to as the Customized Expectations of the MOU, further defined in **Section IV.A**, and

must adhere to the following parameters:

1. [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. [DISTRICT] and [SCHOOL] will identify and include 18-month interim target milestones and 36-month end target outcomes aligned to the previously identified goals.

**C. Key Characteristics of the MOU:**

1. Aligns reporting levels with proficiency and growth
2. Prioritizes transparent communication and consultation with families, stakeholders, and local communities
3. Includes IDEA requirements to strengthen processes
4. Deploys strategic staffing
5. Recognizes local beliefs, values, and behaviors
6. Includes measurement of a change management plan
7. Determines local, state, and federal funding based on identified needs and designates funding for approved activities
8. Continues to acknowledge, tackle, and address root cause and systemic challenges

**IV. IMPLEMENT: REQUIREMENTS OF ND FIRST SCHOOLS AND DISTRICTS**

**A. Customized Expectations:** [SCHOOL or DISTRICT] will define goal focus areas that will be defined as the Customized Expectations they will be held accountable to throughout the duration of their ND FIRST designation. Each Customized Expectation will include a minimum of one aligned pair of 18-month interim target milestones and 36-month end target goals/outcomes. [SCHOOL or DISTRICT] must document their Customized Expectations, which adhere to the parameters below, in the fillable chart (Table 2) by [DATE].

1. [SCHOOL or DISTRICT] must have at least three and at most nine focus goal areas.
2. 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.
3. Must include at least one 18-month interim target milestone and aligned 36-month target outcome based on:
  - i. State assessment results
  - ii. Process data
  - iii. Local student data

4. 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.
  5. [SCHOOL or DISTRICT] is 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:
    - i. Increase students who enter kindergarten prepared to learn and increase the number of kindergarten classrooms that meet the needs of every learner.
    - ii. Increase students who demonstrate reading proficiency in 3rd grade.
    - iii. Increase students who meet expected learning gains each year.
    - iv. Increase students who engage in learning.
    - v. Increase students who graduate Choice Ready.
    - vi. Reduce the disparity in achievement for students with disabilities, students in poverty, and Native American students.
- B. *Consistent Expectations:* In addition to adhering to the individualized Customized Expectations co-developed by [SCHOOL or DISTRICT], NDDPI, and the ND FIRST Team, [SCHOOL or DISTRICT] will be required to meet the following Consistent Expectations:
1. Initial 18 Months (Year 1 & 2)  
[SCHOOL or DISTRICT] ...
    - Establishes a Project Team Charter that outlines the entities executing implementation of ND FIRST (the ND FIRST Team)
    - Administers and implements the ND A-PLUS formative, interim, and summative assessments
    - Engages in authentic personnel management, supervision, and evaluation processes for teachers, principals, and superintendent to generate the most effective feedback to support instruction
    - Implements leadership and capacity building to guarantee all leaders can meet state education goals
    - Implements effective practices to support recruitment and retention of teachers and leaders
    - Completes and engages in school board implementation training/coaching
    - Grants NDDPI access to performance data through data sharing agreement
    - Experiences increased NDDPI oversight of funding for curriculum, training, instruction, assessment, or the school calendar

- Ensures accuracy of financial reporting and provides clarity around funding priorities
2. Post 18-Month Evaluation (Year 3)  
[SCHOOL or DISTRICT] ...
- Produces outcomes-based budgeting plan approved by NDDPI
  - Continues leadership mentoring as needed
  - Develops and applies strategic improvement processes in line with state education goals

## V. **MONITOR: REVIEW OF GOAL ATTAINMENT**

The review of goal attainment is a collaborative review of the partnership agreement and is designed to assess progress toward meeting interim target benchmarks. While formal reviews, outlined below, occur at the 18- and 36-month periods, progress monitoring will occur consistently and frequently throughout the duration of the ND FIRST process. The ND FIRST Team provides technical assistance to help [SCHOOL or DISTRICT] prepare for ongoing monitoring and formal reviews.

A. *18-Month Review Process and Status:* Attainment of interim target milestones reviewed at the 18-month mark of the MOU to determine whether [SCHOOL or DISTRICT] is On-Track, Off-Track with Progress, or Off-Track in meeting the goals of its MOU. The review process includes three key activities:

1. Documentation of Evidence
  - [SCHOOL or DISTRICT] must submit evidence of progress toward interim target milestones.
  - [SCHOOL or DISTRICT] must upload evidence of strategy implementation and milestone target status.
  - [SCHOOL or DISTRICT] must complete a self-assessment.
  - ND FIRST Team will review district-submitted evidence and complete a report assessing progress; they may also submit evidence.
  - ND FIRST Team will send [SCHOOL or DISTRICT] a summary of the milestone assessment.
2. Structured Conference
  - [SCHOOL or DISTRICT] will host a structured conference with attendees including key stakeholders, signatory partners, and others as appropriate.
  - The agenda will include:
    - ND FIRST Team-led review of interim target milestones
    - District presentation of progress, strategy adjustments, evidence, barriers, and celebrations
    - Collaborative discussion informed by preliminary assessments and submitted evidence

- Preliminary determination of milestone status by signatory partners
- ND school accountability measure results contribute to the final status
- 3. Next Steps
  - [DISTRICT] superintendent and the ND FIRST Team will agree on the next steps, including meetings and strategy adjustments.
  - [DISTRICT] superintendent and the ND FIRST Team will discuss the elevation or execution of legislative interventions as authorized by the state superintendent.
  - [DISTRICT] superintendent and the ND FIRST Team will review and revise funding strategies and other authority as provided by the North Dakota Century Code (NDCC) to ensure improved student outcomes.
  - ND FIRST Team will provide a final report of the 18-month review within 20 business days (effective as of \_\_\_\_\_) of the conference.
  - [DISTRICT] will present the final report summary to the school board within 60 business days (effective as of \_\_\_\_\_).

B. *36-Month Academic Outcome Evaluation and Report:* This meeting occurs at the end of the three-year partnership agreement. [SCHOOL or DISTRICT], the ND FIRST Team, and NDDPI will conduct three key activities:

1. Documentation of Evidence
  - Assess evidence to determine whether academic goals/outcomes related to accountability measures have been achieved.
2. Structured Conference
  - Discuss end target outcomes, growth opportunities, and next steps for sustaining progress in student achievement.
3. Next Steps
  - Discuss elevation or execution of legislative interventions as authorized by the state superintendent.
  - Review and revise funding strategies and other authorities as provided by the North Dakota Century Code (NDCC) to ensure improved student outcomes.

*The established goals, 18-month interim target benchmarks, and 36-month end target outcomes remain fixed. However, [SCHOOL or DISTRICT] will monitor and may need to adjust strategies, activities, funding, and communication to attain goals. While NDDPI and [SCHOOL or DISTRICT] will collectively develop success metrics and goals, the State Superintendent retains ultimate authority to exercise the legislative interventions outlined in SB 2254.*

C. *Reporting to the Board of Education/Community:* Following the 18-month and 36-month review, the district superintendent and school leader will present the



results to the Board of Education or community at the next regularly scheduled meeting. The superintendent and/or school leader must inform the assigned ND FIRST Team members of the meeting details.

**VI. 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 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 and continue to be subject to legislative interventions.

**VII. TERMS AND CONDITIONS**

[DISTRICT] 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.

**VIII. SIGNATORY PARTNERS**

The [DISTRICT] board of education president, [DISTRICT] 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.

**IX. PERIOD OF AGREEMENT**

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

**X. ND FIRST ASSIGNMENT**

[DISTRICT] is released from its ND FIRST assignment only when it has no schools identified for ND FIRST.

**XI. 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.

**XII. 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.

**XIII. 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.

#### **XIV. 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 [DISTRICT]:**

[DISTRICT]  
[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

#### **XV. 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]

#### **XVI. 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 1]
  - 2. [SCHOOL 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 1]
2. [ADD AS NEEDED]

## **XVII. ASSURANCE OF ACTIONS**

A. [DISTRICT] BOARD OF EDUCATION ACTIONS TO BE TAKEN:

1. Hold the Superintendent accountable to the intended outcomes established in the MOU.
2. Ensure that the school/district community is meaningfully engaged in the implementation of the MOU.

B. [DISTRICT] SUPERINTENDENT ACTIONS TO BE TAKEN:

1. Provide annual updates to the board of education regarding the status of [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 the ND FIRST Team to discuss progress on the MOU implementation.
4. 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.
5. Report to legislative committees as requested.

C. NDDPI ACTIONS TO BE TAKEN:

1. Assign the ND FIRST entities (ND FIRST Team) who will be meaningfully engaged in the implementation of the MOU.
2. Delegate and further define roles and responsibilities of ND FIRST entities 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.

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. The MOU team must complete the MOU Timeline (see Table 1) to establish key dates for MOU development and establishment.

**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

# Appendices

## Appendix A: MOU Development

**Table 1. MOU Timeline**

To be completed by the MOU team.

Action	Responsible Party	Due Date	Complete [Yes/No]
Meeting #1			
Meeting #2			
[Add as needed]			
Customized Expectations Established			

**Table 2. Customized Expectations**

#	Goal Area	Building Name	Building Code	Type	Data Source & Evidence	36-month End Target Outcomes	18-month Interim Target Benchmarks
1							
2							
3							
4							
5							
6							
7							

#	Goal Area	Building Name	Building Code	Type	Data Source & Evidence	36-month End Target Outcomes	18-month Interim Target Benchmarks
8							
9							