



Board of Trustees of the Nebraska State Colleges

Meeting Date: **September 10, 2026**

Agenda Item: **2.9**

ITEMS FOR DISCUSSION AND ACTION:

Committee: **Academic & Personnel Committee**

Action Item: **Memorandum of Agreement between Millard Public Schools and Chadron State College - CSC**

This Memorandum of Agreement between Millard Public Schools (MPS) and Chadron State College (CSC) is to establish the Alternative Certification Pathway Program. The partnership provides qualified MPS employees a pathway to earn their teacher certification through CSC's Master of Arts in Teaching degree program while addressing Nebraska's immediate teacher workforce needs.

The System Office recommends approval of the MOA between Millard Public Schools and Chadron State College.

ATTACHMENTS:

- Millard MOU

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (this “**Agreement**”) is effective October 1, 2026 (the “**Effective Date**”) and sets forth the general intent of Millard Public Schools (“**MPS**”) and the Board of Trustees of the Nebraska State Colleges, doing business as Chadron State College (“**CSC**”) to memorialize the terms of the collaborative framework for the operation of the CSC&MPS Alternative Pathway to Teacher Certification (the “**Alternative Certification Pathway Program**”). MPS and CSC are each referred to individually as a “Party” and collectively as the “Parties.”

AGREEMENT

1. **Purpose.** MPS has established the Alternative Certification Pathway Program to assist its eligible employees in obtaining teacher certification through the Master of Arts in Teaching (MAT) program at CSC. This Agreement outlines roles, procedures, and expectations of the Parties to establish a cooperative relationship in carrying out the purpose of the Alternative Certification Pathway Program. The Parties agree to cooperate in good faith in carrying out the terms of this Agreement. The Parties intend that this Agreement creates a legally binding obligation between them.

2. Responsibilities

1. **MPS Responsibilities.** During the Term of this Agreement, MPS agrees to:

a. **Recruitment and Candidate Identification**

- a. Recruit and identify prospective candidates for participation in the Alternative Certification Pathway Program.
- b. Ensure candidates meet minimum recruitment criteria including completed bachelor’s degree in a field related to the area they intend to teach; professional disposition reflecting a willingness to learn, reflect, and grow; willingness and availability to participate in required training and professional learning activities.
- c. Provide candidate application materials to the Director of Field Experiences/Certification at CSC for audit.

b. **Employment and Onboarding**

- a. Complete all employment-related processes for accepted candidates.
- b. Provide candidates with district technology accounts, instructional systems access, identification badges, and required equipment.
- c. Coordinate onboarding activities and district orientation requirements.
- d. Support candidate to submit Alternative Permit application to Nebraska Department of Education (NDE).

c. **Mentoring and Professional Support**

- a. Identify and assign building-level administrators and mentors to support candidates.
- b. Provide reasonable instructional coaching, mentoring, and professional learning opportunities during the first two years of

employment.

- c. Facilitate communication among candidates, mentors, building administrators, and CSC personnel.
- d. Monitor candidate progress in district responsibilities and provide feedback as needed.

d. Curriculum and Instruction

- a. Identify and employ qualified instructional personnel who meet mutually agreed upon qualifications established before assignment.
- b. Prepare candidates in foundational instructional practices, district procedures, classroom management, and instructional systems.
- c. Coordinate training content with CSC Education Department faculty to support alignment between district expectations and coursework.
- d. Upon successful completion of coursework, assign and report final grades using CSC's approved grading scale to Dean of Professional Studies and Applied Sciences.

e. Student Teaching

- a. Serve as the site for the candidate to complete their student teaching experience.
- b. Identify and assign a qualified student teaching supervisor who meets Chadron State College's faculty qualification and supervisor requirements. The supervisor may be an employee of Millard Public Schools and shall be approved by CSC prior to assignment.
- c. Provide the assigned supervisor with the time, access, and institutional support reasonably necessary to complete all required observations, evaluations, conferences, and documentation associated with the student teaching experience.
- d. Coordinate placement logistics, building assignments, and communication among the Candidate, supervising administrator, student teaching supervisor, and CSC. Agree to terms of Student Teaching Agreement.

2. CSC Responsibilities. During the Term of this Agreement, CSC agrees to:

a. Candidate Evaluation and Admission

- a. Review candidate application materials and transcripts.
- b. Determine eligibility for admission into the graduate-level certification pathway.
- c. Evaluate existing coursework and demonstrated competency toward endorsement requirements.
- d. Identify any additional coursework, assessments, or competency measures needed to satisfy NDE requirements.
- e. Submit Verification Form for Alternative Certification to NDE as sponsoring Education Preparation Program.

b. Academic Preparation and Advising

- a. Provide course learning outcomes aligned with NDE certification

- requirements to MPS program instructors.
- b. Monitor Candidate academic progress and provide advising throughout the program.
- c. Recommend candidates for Initial Teaching Certification upon successful completion of program requirements.
- d. Candidates wishing to continue the Master of Arts in Teaching degree after successful completion of Initial Teaching Certification requirements will remain under advisement by their assigned advisor.

c. Communication and Coordination

- a. The Director of Field Experiences/Certification will notify candidates and MPS' Director of Personnel regarding outcome of transcript audit and any additional endorsement requirements, if applicable.
- b. CSC Admissions will notify the Candidate when they are accepted and admitted to CSC via email.
- c. Coordinate with MPS personnel to ensure alignment between district-based training and college learning outcomes.
- d. Participate in annual partnership meetings to review program effectiveness.
- e. Participate in candidate progress meetings as needed.

d. Student Teaching Coordination

- a. Upon successful completion of the required core graduate coursework, enroll candidates in EDUC 590/690: Student Teaching.
- b. Review and approve the qualifications of each proposed student teaching supervisor to ensure compliance with NDE, accreditation, and Chadron State College requirements.
- c. Provide orientation, evaluation instruments, observation requirements, grading expectations, and other guidance necessary for student teaching supervisors to fulfill CSC clinical supervision requirements.
- d. Maintain responsibility for academic oversight of the student teaching experience, including review of supervisor evaluations, assignment of the final course grade, and recommendation for certification. Utilize assessment data for academic review, program evaluation, accreditation requirements, and candidate progress monitoring.

2.3 Shared Responsibilities. CSC and MPS jointly agree to:

a. Program Governance and Review

- a. Review candidate outcomes
- b. Assess program effectiveness.
- c. Recommend modifications to program procedures.
- d. Evaluate partnership goals and workforce needs.
- e. Ensure program implementation remains aligned with NDE requirements and applicable accreditation standards.

b. Communication and Collaboration

- a. Make final decisions regarding candidate acceptance into the Alternative Certification Pathway Program, except that MPS shall determine all MPS employment decisions and CSC shall determine admission into the certification program.
- b. Communicate program expectations and requirements to candidates.
- c. Collaborate to support candidate success throughout the program.
- d. Share information, as permitted, regarding candidate progress and performance.
- e. Coordinate student teaching placements, supervision schedules, performance concerns, and candidate support to ensure the student teaching experience satisfies both district employment expectations and CSC educator preparation requirements.

3. Obligations. MPS agrees to provide CSC a confidential list of names of MPS employees who have been selected for participation in the Alternative Certification Pathways Program accompanied by a fully executed Family Educational Rights and Privacy Act (“FERPA”) release in a form reasonably satisfactory to CSC. Unless otherwise agreed in writing, MPS agrees to update such list periodically, and within a reasonable period after receipt of a request by CSC.

1. FERPA. Both parties shall comply with FERPA, in its handling of educational records of students and to orient its employees and agents who have access to education records about their obligations.

2. CONFIDENTIALITY. Each Party acknowledges that performance under the terms of this Agreement may involve the receipt of user data from the other Party. Each Party will utilize user data from the other Party only in the furtherance of this Agreement. A Party will notify the other Party within twenty-four (24) hours of becoming aware of any data breach of its system which exposes confidential user data of the other Party. Each Party shall be responsible for damages, costs, and expenses resulting from its own negligent acts or omissions or willful misconduct relating to a data breach, to the extent permitted by Nebraska law. Each Party shall comply with FERPA and applicable federal and Nebraska privacy laws when exchanging education records and student information.

3. Data and Privacy. CSC agrees to use any information provided by MPS solely in connection with fulfilling its obligations under this Agreement. Conversely, MPS agrees to use information provided by CSC exclusively for purposes of administering the Alternative Certification Pathways Program. The Parties agree to comply with all data protection and privacy laws in sharing MPS Employee information and to obtain any necessary releases.

4. Financial Responsibilities. The Parties agree to the following cost structure:

1. Application and Matriculation Fees

- a. Upon admission and matriculation to CSC, each candidate shall be responsible for payment of the matriculation fee.

b. Core Graduate Coursework

The following three-credit courses shall be awarded as graduate-level Professional Development credit totaling twelve (12) credit hours:

- *SPED 532: Survey of Special Education*
- *EDUC 530: Integrated Classroom Methodology*
- *EDUC 510: Learning Theories and Fostering Effective Educational Environments*
- *EDUC 542: Classroom Management and Practicum*

Tuition for three of these professional development graduate courses shall be assessed during the Spring semester of the Candidate's first year at the current professional development rate. Tuition for the final course shall be assessed during the Fall semester of the Candidate's second year at the current professional development rate. The Candidate and/or Millard Public Schools shall be responsible for payment of tuition and all associated costs. All twelve credits of this coursework will be accepted by CSC to fulfill the requirements of the Master of Arts in Teaching (MAT) degree, should the candidate choose to pursue this degree after completion of the certification pathway program.

c. Student Teaching

Six (6) credits of *EDUC 590/690: Student Teaching* shall be assessed at the on-campus graduate tuition and fee rate. The Candidate and/or Millard Public Schools shall be responsible for payment of tuition and all associated costs.

d. Demonstration of Content Competency

The Candidate shall be responsible for payment of the Praxis Examination.

Candidates required to demonstrate content competency to meet NDE Rule 24 requirements will enroll in one (1) credit of *COLG 131: Portfolio Development* at the current undergraduate online rate. Costs associated with *COLG 131* shall be paid by NDE.

e. Additional Graduate Coursework

The Candidate and/or Millard Public Schools shall be responsible for payment of tuition and all associated costs related to additional coursework related to additional graduate coursework beyond that required for teacher certification. Tuition and associated fees costs will reflect annual tuition and fee rates set by the Nebraska State College System.

f. Student Teaching Supervision

Millard Public Schools shall be responsible for employing and compensating the approved student teaching supervisor as part of its implementation of

the Alternative Certification Pathway Program. Chadron State College shall provide the supervisory expectations, evaluation protocols, and academic oversight necessary to ensure compliance with educator preparation and accreditation requirements. Unless otherwise agreed in writing, MPS shall bear all costs associated with supervision, including any release time or travel expenses incurred by the assigned supervisor.

- 2. Institutional Aid and Federal Financial Aid.** The Parties acknowledge and agree Alternative Certification Pathway Program Candidates will not be eligible for institutional aid under this Agreement. Federal Financial Aid, such as Pell Grants, will be applied to a student's account prior to billing MPS.
- 3. Billing.** CSC shall issue invoices directly to MPS for the expenses identified in this Agreement and incurred by Alternative Certification Pathway Program Candidates in accordance with CSC's standard billing procedures, provided that the invoices must include the following information:
 - a. The name of the Alternative Certification Pathway Program Candidate;
 - b. A detailed breakdown of the expenses, reduced by any Federal Financial Aid being applied to the account, and the resulting total amount of expenses due by MPS; and
 - c. Instructions for payment through CSC's designated payment system.
- 4. Conditions for Payment.** Upon receipt of an accurate, itemized invoice that includes the information set forth in Section 4.3, the designated payee shall issue payment to CSC within a reasonable time and in accordance with its standard procedures. The payee shall promptly notify CSC if it determines that an invoiced expense does not qualify as an expense under this Agreement. CSC agrees to invoice the Alternative Certification Pathway Program Candidate directly for such non-qualifying expenses.
- 5. Refunds.** In the event an Alternative Certification Pathway Program Candidate becomes eligible for a refund for any expenses paid, CSC shall direct all such refunds to the payment method from which it was received. CSC shall process and remit payment for such refunds in accordance with its standard refund policy and procedure.

5. Notice. Any notice, consent, claim, demand, waiver, and other such communication required or permitted to be given under this Agreement (each, a "Notice") must be in writing and addressed to the Parties at the addresses set forth below (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile, or e-mail (with confirmation of transmission), or certified or registered mail. Except as otherwise provided in this Agreement, a Notice is effective only: (a) upon receipt by the receiving Party, and (b) if the Party giving the Notice has complied with the requirements of this section. Either Party may change its contact details by providing Notice to the other Party in accordance with this section. All Notices shall be delivered to the following addresses with a copy to counsel for the Parties:

If to MPS: Associate Superintendent for Administration
Dr. Kim Saum-Mills
5606 South 147th
Omaha, NE 68137
ksaumfills@mpsomaha.org

If to CSC: Vice President for Academic Affairs
Dr. Kimberly Paddock- O'Reilly
1000 Main St.
Chadron, NE 69337
kpaddockoreilly@csc.edu

6. Term and Termination. This Agreement shall be effective on the Effective Date and, unless sooner terminated by the Parties in accordance with the terms and conditions of this Agreement, shall continue for a term of five (5) years (the "Term"). The Parties may terminate at any time by mutual written agreement. Either Party may terminate this Agreement at any time without cause, and without incurring any obligation, liability, or penalty by reason of such termination by providing at least thirty (30) calendar days prior written Notice to the other Party.

Termination shall not affect Candidates already enrolled in the Alternative Certification Pathway Program unless otherwise mutually agreed.

7. Entire Agreement. This Agreement together with constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter.

8. Amendment and Modification; Waiver. No amendment or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, (a) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof, and (b) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

9. Indemnification. To the fullest extent permitted by law, each Party shall indemnify, defend and hold harmless the other Party, their officers, agents and employees from all claims, damages, losses and expenses arising out of out of the indemnifying Party's negligent acts, omissions, or willful misconduct. Nothing in this Agreement shall be construed as a waiver of any immunity, defense, limitation of liability, or other protection available under the Nebraska Political Subdivisions Tort Claims Act or any other applicable law.

10. Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in

any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

11. Governing Law. This Agreement is governed by and construed in accordance with the laws of the State of Nebraska without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Nebraska.

12. Assignment. Neither Party shall assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party, which shall not be unreasonably withheld. Any purported assignment or delegation in violation of this section is null and void. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective permitted successors and assigns.

13. Nondiscrimination. Both Parties agree to comply fully with Title VI of the Civil Rights Act of 1964, as amended, the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §§48-1101 to 48-1125. Unlawful harassment and/or discrimination is prohibited. This prohibition shall include, but not be limited to employment, promotion, demotion, transfer, recruitment, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

14. ADA & Drug-Free Workplace Requirements. All provisions of this Agreement are subject to the Americans with Disabilities Act (ADA). Further, MPS certifies that MPS operates a drug-free workplace and, during the term of this Agreement, will follow the provisions of the Drug-Free Workplace Act of 1988.

15. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, and which together shall constitute a single document.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the undersigned authorized representatives of the Parties have executed this Agreement on the dates indicated below, effective on the Effective Date.

MILLARD PUBLIC SCHOOLS

By: _____

Name: _____

Title: _____

Date: _____

**THE BOARD OF TRUSTEES OF THE
NEBRASKA STATE COLLEGES**

By: _____

Name: Paul Turman

Title: Chancellor

Date: _____

**THE BOARD OF TRUSTEES OF THE NEBRASKA STATE COLLEGES,
D/B/A CHADRON STATE COLLEGE**

By: _____

Name: Jodi Kupper

Title: President

Date: _____