



Board of Trustees of the Nebraska State Colleges

Meeting Date: **June 11, 2026**

Agenda Item: **2.9**

ITEMS FOR DISCUSSION AND ACTION:

Committee: **Academic & Personnel Committee**

Action Item: **Educator Fellowship MOU Grand Island Public Schools - CSC**

The Memorandum of Understanding between Grand Island Public Schools (GIPS) and Chadron State College (CSC) has been established as a Fellowship Program to assist GIPS eligible employees in obtaining a bachelor's degree in education online at CSC, with the intent to later employ qualifying participants as certified teachers. CSC offers online degree programs in Elementary, Secondary, and Special Education that qualify as programs eligible for the Fellowship Program.

The System Office recommends approval of the Chadron State College Educator Fellowship MOU with Grand Island Public Schools.

ATTACHMENTS:

- Educator Fellowship MOU - GIPS and Chadron State College

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this “**Agreement**”) is effective June 26, 2026 (the “**Effective Date**”), and sets forth the general intent of Hall County School District 2 d/b/a Grand Island Public Schools (“**GIPS**”) 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 Grand Island Public Schools Educator Fellowship Program (the “**Fellowship Program**”). GIPS and CSC are each referred to individually as a “Party” and collectively as the “Parties.”

AGREEMENT

1. Purpose. GIPS has established the Fellowship Program to assist its eligible employees (“**GIPS Employees**”) in obtaining a Bachelor’s degree in education online at CSC, with the intent to later employ qualifying participants as certified teachers. CSC offers online degree programs in Elementary, Secondary, and Special Education that qualify as programs eligible for the Fellowship Program. This Agreement outlines the roles, procedures, and expectations of the Parties to establish a cooperative relationship in carrying out the purpose of the Fellowship 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. Identification of Eligible Employees.

2.1 CSC Obligations. During the Term of this Agreement, CSC agrees to engage in reasonable efforts to assist GIPS in identifying GIPS Employees who are potential candidates for participation in the Fellowship Program. Exhibit A to this Agreement summarizes the relevant terms of the Fellowship Program.

Certain GIPS Employees may enroll at CSC before they have accumulated sufficient hours to participate in the Fellowship Program. CSC agrees to notify GIPS when such persons accumulate sufficient credits (as determined by GIPS and communicated to CSC) for participation in the Fellowship Program. CSC’s reasonable efforts to assist GIPS may include, but are not limited to, cross-checking CSC enrollment records against a list of Fellowship Program applicants as provided by GIPS, distributing information about the Fellowship Program to CSC students enrolled in eligible Degree Programs (as defined in Exhibit A), and hosting informational sessions regarding the Fellowship Program when reasonably requested to do so by GIPS. CSC agrees at regular intervals as agreed upon by the Parties to provide GIPS with a confidential report that sets forth the name, enrollment status, degree program, and number of completed college credit hours for those potential Fellowship Program participants identified. CSC’s obligation in the preceding sentence is conditioned upon the provision by GIPS of a FERPA release, as described in Section 2.2.

2.2 GIPS Obligations. GIPS agrees to provide CSC from time to time with a confidential list of the names of GIPS Employees applied for participation in the Fellowship 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, GIPS agrees to update such list periodically, and within a reasonable period after receipt of a request by CSC.

- (a) **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.
- (b) **Confidentiality.** GIPS acknowledges that performance under the terms of this Agreement may involve receipt of user data from CSC. GIPS will utilize user data from CSC only in the furtherance of this Agreement. GIPS will notify CSC within twenty-four (24) hours of becoming aware of any data breach of its systems which expose confidential CSC user data. GIPS will reimburse CSC for any and all expenses incurred by CSC as a result of a data breach of GIPS's systems. If the user data consists of confidential student information protected by FERPA GIPS agrees and acknowledges that GIPS is acting as an officer of CSC for the purposes of this Agreement as defined by Nebraska State College Board Policy 3650 (at the time of this writing available at: <https://www.nscs.edu/policy-manual/detail/39-3650-student%20records>) and will take necessary steps to safeguard the confidential student information. GIPS further acknowledges the obligation and agrees to comply with the General Data Protection Regulation (GDPR) privacy laws in regard to the collection, processing, storage, security, management, transfer and erasure of user data.

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

3. Academic Updates. CSC will assign a single faculty advisor for students covered under this Agreement. The faculty advisor will notify GIPS in writing within ten (10) days of the occurrence of any of the following events with respect to each GIPS Employee enrolled in the Fellowship Program through CSC (each a "Fellowship Program Participant"):

- (a) Successful completion of a class, including the course title, description, and grade received;
- (b) Failure to complete or receive a passing grade in a class;
- (c) Failure to maintain a grade point average of 2.5 on a 4.0 scale;
- (d) Failure to register for classes for a given academic term;
- (e) Change in degree program;
- (f) Loss of academic standing, as defined by CSC's academic policies;
- (g) Expulsion from CSC or the degree program; and

(h) Adding or dropping a class during the academic term.

CSC shall send the Notices required by this Section to GIPS through one of the methods for Notice described in Section 6.

4. Eligible Expenses, Billing, and Payment.

4.1 GIPS Obligation Limited to Eligible Expenses. The Parties acknowledge and agree GIPS's payment obligations to CSC shall be limited to Eligible Expenses incurred by Fellowship Program Participants in accordance with the terms of the Fellowship Program, subject to the maximum amount established by GIPS and communicated to CSC in writing. "**Eligible Expenses**" means tuition for courses required as part of a Degree Program, mandatory fees charged by CSC for participation in the Degree Program, and the cost of required books for courses in the Degree Program. The terms of the Fellowship Program require Fellowship Program Participants to seek advance approval of an Eligible Expense in order for the expense to qualify for payment by GIPS. GIPS shall not be obligated to pay any other amount to CSC unless it agrees to do so in writing.

4.2 Institutional Aid and Federal Financial Aid. The Parties acknowledge and agree Fellowship Program Participants 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 GIPS.

4.3 Billing. CSC shall issue invoices directly to GIPS for Eligible Expenses incurred by Fellowship Program Participants in accordance with CSC's standard billing procedures, provided that the invoices must include the following information:

- (a) The name of the Fellowship Program Participant;
- (b) A detailed breakdown of the Eligible Expenses, reduced by any Federal Financial Aid being applied to the account, and the resulting total amount of Eligible Expenses due by GIPS; and
- (c) Instructions for payment through CSC's designated payment system.

4.4 Conditions for Payment. Upon receipt of an accurate invoice that includes the information set forth in Section 4.3, GIPS shall issue payment to CSC within a reasonable time and in accordance with its standard procedures. GIPS shall promptly notify CSC if it determines that an invoiced expense does not qualify as an Eligible Expense. CSC agrees to invoice the Fellowship Program Participant directly for such non-qualifying expenses.

5. Refunds. In the event a Fellowship Program Participant becomes eligible for a refund for Eligible Expenses originally paid by GIPS (such as a tuition refund for a dropped class), CSC shall direct all such refunds first to GIPS, up to the total amount paid by GIPS. Any remaining refund amount in excess of the amount paid by GIPS shall be refunded to the

Fellowship Program Participant. CSC shall process and remit payment to GIPS for such refunds in accordance with its standard refund policy and procedure.

6. 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 GIPS: Grand Island Public
 Schools Attn: Dr. Carrie
 Kolar
 123 South Webb Road
 Grand Island, NE 68802
 Email address: ckolar@gips.org

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

7. 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 30 days prior written Notice to the other Party.

8. Entire Agreement. This Agreement together with Exhibit A 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.

9. 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.

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 effect 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 agrees 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, as amended, and Board Policy 5000. 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, GIPS certifies that GIPS 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.

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

HALL COUNTY SCHOOL DISTRICT 2 D/B/A GRAND ISLAND PUBLIC SCHOOLS

By: _____

Name: _____

Title: _____

Date: _____

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

By:

Name: Kimberly Paddock-O'Reilly

Title: Vice President for Academic Affairs

Date:

EXHIBIT A
Educator Fellowship Program – Terms Summary
(Effective June 13, 2026)

1. Purpose of the Fellowship Program. Hall County School District 2 d/b/a Grand Island Public Schools (“**GIPS**”) has established the Grand Island Public Schools Educator Fellowship Program (the “**Fellowship Program**”) to cultivate a highly qualified teacher workforce from within the school community by providing a clear, supportive, and accessible pathway for talented employees to transition into certified teaching roles.

2. [Intentionally Omitted.]

3. Eligibility. To participate in the Fellowship Program, an individual:

- a. Must be a current employee of GIPS, in good standing (for example, not currently on a performance improvement plan or on administrative leave).
- b. Must have a recommendation for the Fellowship Program from the Principal at the school building where they work.
- c. Must have an Associate’s degree or at least an equivalent number of college credit hours, as determined by GIPS in its discretion.
- d. Qualify and apply for admission into the online Educator Preparation program for Elementary, Secondary, or Special Education programs at CSC (each a “**Degree Program**”).

Interested employees should contact the GIPS Human Resources Department (Human Resources Department) for more information. GIPS will determine, in its sole discretion, whether an eligible individual will be admitted into the Fellowship Program.

4. Participation. To become a participant in the Fellowship Program (a “**Participant**”), an eligible employee must submit an application to the Human Resources Department and, if approved for participation, must execute Repayment Agreements (including a payroll deduction agreement and promissory note) in a form approved by GIPS, to secure the Participant’s obligation to repay benefits if they fail to meet all of the requirements of the Fellowship Program. A Participant must also execute other forms reasonably requested by GIPS in connection with the Fellowship Program, including but not limited to a FERPA release that will permit GIPS to request and receive information directly from the educational institution about the Participant’s attendance, grades, and behavior. If requested by GIPS, a Participant must submit a current transcript at the end of each semester to the Human Resources Department.

5. Benefits. GIPS will pay for a Fellowship Program Participant’s **Eligible Expenses** as outlined in section 4.1 above in this Agreement, subject to the limits established by GIPS. To qualify for payment, an eligible expense must be approved in advance by GIPS’s Human Resources Program. GIPS will pay Eligible Expenses directly to the educational institution attended by the Fellowship Program Participant.

6. Participant Obligations. During participation in the Fellowship Program, a Participant must:

- a. Complete and pass all courses enrolled in pursuant to the Fellowship Program;
- b. Maintain a grade point average of 2.5 on a 4.0 scale;
- c. Continue working for GIPS and take courses outside of their regular working hours; and
- d. Continue to meet the requirements of the Degree Program and make progress satisfactory to GIPS.

7. [Intentionally Omitted.]

8. Miscellaneous. The Fellowship Program does not alter the employment relationship between Participants and GIPS. GIPS shall have the authority to control and manage the operation and administration of the Fellowship Program; the authority to make and enforce rules or regulations for efficient administration; the authority to decide all questions concerning interpretation in its discretion; and the authority to decide all questions concerning the Fellowship Program and the eligibility of any person to participate. GIPS has delegated administrative functions to its Human Resources Department.