

STUDENT DATA PRIVACY AGREEMENT

Between

Montana Technological University

Montana Tech TRIO Programs

and

East Helena School District #9

East Helena School District #9

This Student Data Privacy Agreement ("Agreement") is entered into by and between Montana Technological University ("Montana Tech"), on behalf of its TRIO Programs ("Montana Tech TRIO Programs"), and East Helena School District #9. Montana Tech and East Helena School District #9 may each be referred to as a "Party" and together as the "Parties."

This Agreement is a standalone agreement between the Parties governing the collection, access, use, protection, disclosure, retention, and destruction of student education records and personally identifiable information shared or generated in connection with Montana Tech TRIO Programs activities.

The Parties enter this Agreement to establish clear, binding obligations governing the collection, access, use, protection, disclosure, retention, and destruction of student education records and personally identifiable information ("PII") shared or generated in connection with Montana Tech TRIO Programs activities.

Section 1. Statutory and Regulatory Authority

This Agreement is entered into consistent with the following legal authority:

- The Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, and its implementing regulations at 34 C.F.R. Part 99, which govern the privacy and disclosure of student education records;
- The Children's Online Privacy Protection Act ("COPPA"), 15 U.S.C. §§ 6501 et seq., and implementing regulations at 16 C.F.R. Part 312, which apply to the online collection of personal information from children under the age of 13. Because Montana Tech TRIO Programs serves Participants beginning at age 11, consistent with the Talent Search participant eligibility criteria at 34 C.F.R. § 643.3, COPPA applies to any online collection of personal information from Participants who have not yet reached age 13, and requires verifiable parental consent prior to such collection;
- 34 C.F.R. Parts 643, 644, and 645, the federal regulations governing the Montana Tech TRIO Programs, including the requirement under 34 C.F.R. § 645.43 that grantees comply with all applicable federal laws and regulations;
- The Montana Pupil Online Personal Information Protection Act, Mont. Code Ann. §§ 20-7-1323 through 20-7-1326, and other applicable Montana student privacy laws and regulations;
- East Helena School District #9 policies governing student records, data privacy, and third-party data sharing; and
- The Montana Tech TRIO Programs federal grant award from the U.S. Department of Education, which requires the grantee (Montana Tech) to maintain the confidentiality of participant records and to use participant data only for program purposes.

Nothing in this Agreement shall be construed to supersede or narrow any right or protection afforded to students, parents, or eligible students under FERPA, Montana law, or applicable East Helena School District #9 policy. In the event of a conflict between this Agreement and any applicable law, the applicable law shall govern.

Section 2. Definitions

As used in this Agreement:

District-Provided Records	Student education records, PII, or data provided to Montana Tech TRIO Programs by East Helena School District #9 pursuant to this Agreement, including but not limited to grades, transcripts, standardized test scores, attendance data, course schedules, graduation status, and any other records specifically authorized in writing.
Education Records	Records, files, documents, and other materials that are directly related to a student and maintained by an educational agency or institution or by a party acting for or on behalf of the agency or institution, as defined by FERPA (20 U.S.C. § 1232g(a)(4)).
Eligible Student	As defined by FERPA, a student who has reached the age of 18, to whom FERPA rights transfer from the parent or guardian. Because Montana Tech TRIO Programs serves Participants beginning at age 11, the vast majority of Participants are minors throughout their enrollment. A limited number of Participants - typically seniors in their final year- may reach age 18 while still enrolled. This Agreement uses the term solely to describe those Participants for purposes of the FERPA rights-transfer provisions in Sections 4.3 and 8.
Participant	A student enrolled in the Montana Tech TRIO Programs.
Personally Identifiable Information (PII)	Information that, alone or in combination with other information, is linked or linkable to a specific student so as to allow a reasonable person in the school community who does not have personal knowledge of the relevant circumstances to identify the student with reasonable certainty, as defined at 34 C.F.R. § 99.3.
Program-Generated Records	Records created by Montana Tech TRIO Programs staff in the course of providing program services, including Student Personalized Educational Achievement Records (SPEARs), advising notes, progress reports, program assessments, and Summer Academy grade summaries.
Security Breach	Unauthorized acquisition of, access to, use of, or disclosure of student PII that compromises the security, confidentiality, or integrity of such information.
Written Consent	A signed authorization meeting the requirements of 34 C.F.R. § 99.30, specifying the records to be disclosed, the purpose of the disclosure, and the party or class of parties to whom disclosure may be made.

Section 3. Authorized Data Elements

10.1 District-Provided Data

Subject to the consent requirements of Section 4, East Helena School District #9 may provide Montana Tech TRIO Programs with access to the following categories of student data only for enrolled Participants and only to the minimum extent necessary to carry out authorized program purposes:

- Academic records: grades (mid-term and end-of-term), transcripts, grade point average, and course enrollment schedule;
- Standardized assessment data: ACT, SAT, PSAT, SBAC, or other standardized test scores maintained in East Helena School District #9 records;
- Attendance data: daily attendance records, excused and unexcused absences, and tardy records;
- Graduation status and credits earned toward graduation requirements;
- Special program enrollment status (e.g., special education status or Section 504 plan status, solely to the extent necessary to provide appropriate program accommodations and to the extent separately authorized by the parent/guardian or eligible student);

- Counselor contact information for purposes of coordinating services; and
- Any additional records specifically identified and authorized in the written consent on file for a given Participant.

Montana Tech TRIO Programs shall not request or accept District -Provided Records for any student who is not an enrolled Participant in the Montana Tech TRIO Programs.

10.2 Program-Generated Records

Montana Tech TRIO Programs generates and maintains the following categories of records in connection with program services. These records are maintained by Montana Tech and are not education records of East Helena School District #9 for FERPA purposes, except to the extent they incorporate or reproduce District• Provided Records:

- Student Personalized Educational Achievement Records (SPEARs), maintained for each Participant in accordance with 34 C.F.R. § 645.43;
- Advising notes, tutoring logs, and academic intervention records;
- Post-Secondary program enrollment and FAFSA applications;
- Program applications and eligibility documentation (including first-generation and low-income status verification under 34 C.F.R. § 645.4);
- Parent/guardian and eligible student consent forms;
- Summer Academy grade summaries and transcripts;
- Annual Performance Report (APR) data submitted to the U.S. Department of Education; and
- Photographs, video, and media materials for which separate written consent has been obtained.

10.3 Minimum Necessary Standard

Montana Tech TRIO Programs shall request, collect, and use only the minimum student information necessary to: (a) deliver program services and monitor Participant progress; (b) meet applicable federal TRIO reporting requirements under 34 C.F.R. Parts 643, 644, and 645; and (c) comply with grant award requirements. Montana Tech TRIO Programs shall not request or retain data elements beyond those enumerated in this Section without prior written amendment to this Agreement.

Section 4. Consent Process

4.1 Consent Required Before Access

East Helena School District #9 shall not provide Montana Tech TRIO Programs with access to any District• Provided Records for a student unless and until:

- The student has been accepted and enrolled as a Participant in the Montana Tech TRIO Programs; and
- Written consent from the student's parent or guardian (for Participants who are minors) or from the eligible student directly (for Participants who have reached age 18) is on file with both Montana Tech TRIO Programs and East Helena School District #9, in a form meeting the requirements of 34 C.F.R. § 99.30.

East Helena School District #9 shall have no obligation to provide records prior to confirmation that a valid consent form is on file.

4.2 Consent Form Requirements

Consent forms used for purposes of this Agreement shall, at a minimum:

- Specify the categories of education records authorized to be disclosed (consistent with Section 3.1 of this Agreement);

- State the purpose or purposes of the disclosure (program monitoring, academic advising, federal TRIO reporting, and Summer Academy credit processing);
- Identify Montana Tech TRIO Programs and Montana Tech as the parties authorized to receive the records;
- State that consent is voluntary and may be withdrawn at any time in writing without penalty to the student's enrollment in Montana Tech TRIO Programs (except that withdrawal of consent may limit Montana Tech TRIO Programs' ability to provide certain services);
- Be signed and dated by the parent/guardian (for Participants who are minors under age 18) or by the eligible student directly (for Participants who have reached age 18); and
- Be retained by Montana Tech TRIO Programs for the duration of the Participant's enrollment and for five (5) years following the Participant's exit from the program.

4.3 Consent for Eligible Students

Because Montana Tech TRIO Programs serves Participants beginning at age 11, consent for the disclosure of education records is obtained from a parent or guardian for the great majority of Participants, who are minors throughout their enrollment. However, some Participants - typically students in their senior year of high school - may reach age 18 while still enrolled in Montana Tech TRIO Programs. When a Participant reaches age 18, FERPA rights, including the right to consent to or withhold consent for the disclosure of education records, transfer from the parent or guardian to the student. Upon a Participant reaching age 18, Montana Tech TRIO Programs shall: (a) obtain fresh written consent from the now-eligible student if continued access to District-Provided Records is needed; (b) not rely solely on prior parent/guardian consent as the basis for continued record access; and (c) inform the eligible student of their rights under FERPA. Montana Tech TRIO Programs shall maintain a process for identifying enrolled Participants who have reached or are approaching age 18 so that consent can be updated in a timely manner.

4.4 Withdrawal of Consent

A parent/guardian or eligible student may withdraw consent at any time by providing written notice to the Montana Tech TRIO Programs Program Director and to East Helena School District's designated privacy official. Upon receipt of a withdrawal, Montana Tech TRIO Programs shall: (a) cease requesting new records from East Helena School District #9 for that Participant; (b) notify East Helena School District #9 promptly; and (c) comply with Section 10 of this Agreement regarding retention and destruction of previously received records. Withdrawal of consent does not require destruction of records already incorporated into federal reporting submissions.

4.5 Recruitment - No Pre-Consent Data Sharing

East Helena School District #9 shall not provide Montana Tech TRIO Programs with student-specific referral lists or any personally identifiable student information for purposes of recruitment prior to consent. East Helena School District #9 may support recruitment through general outreach activities, including distributing program information, making announcements, coordinating presentations, and encouraging interested students and families to apply directly to Montana Tech TRIO Programs. Montana Tech TRIO Programs shall collect student information only through the voluntary program application process.

4.6 COPPA Compliance - Participants Under Age 13

Because Montana Tech TRIO Programs serves Participants beginning at age 11, consistent with the Talent Search participant eligibility criteria at 34 C.F.R. § 643.3, some Participants may be under the age of 13 at the time of enrollment. The Children's Online Privacy Protection Act (COPPA), 15 U.S.C. §§ 6501 et seq., and the FTC's implementing regulations at 16 C.F.R. Part 312, impose additional requirements with respect to the online collection of personal information from children under age 13. Montana Tech TRIO Programs shall:

- Obtain verifiable parental consent, as defined by 15 U.S.C. § 6501(9), prior to any online collection of personal information from a Participant who has not yet reached age 13;
- Collect from Participants under age 13 only the minimum personal information necessary to enroll the Participant and deliver program services, consistent with 15 U.S.C. § 6502(b);
- Not condition a Participant's enrollment in or receipt of program services on the disclosure of more personal information than is reasonably necessary; and
- Maintain a clear and accurate privacy notice describing its information practices with respect to Participants under age 13, consistent with 15 U.S.C. § 6502(b)(1)(A), and make such notice available to parents/guardians upon request.

The written consent obtained under Section 4.1 and 4.2 of this Agreement shall serve as the verifiable parental consent required by COPPA for Participants under age 13, provided that the consent form clearly describes the online collection practices of Montana Tech TRIO Programs and the types of personal information to be collected. East Helena School District #9 shall not share personal information of students under

age 13 with Montana Tech TRIO Programs through any online platform or system without confirmation that COPPA-compliant consent is on file.

Section 5. Authorized Uses and Redisclosure Limits

5.1 Authorized Uses

Montana Tech TRIO Programs is authorized to use District-Provided Records solely for the following purposes:

- Monitoring and supporting individual Participant academic progress;
- Providing tutoring, advising, test preparation, college access counseling, and other program services authorized under 34 C.F.R. §§ 645.11-645.12;
- Processing Summer Academy elective credit in coordination with the applicable school administration;
- Preparing Annual Performance Reports (APRs) and other performance data required by the U.S. Department of Education under 34 C.F.R. § 645.43; and
- Any other purpose expressly authorized in writing by East Helena School District #9 and by the applicable parent/guardians or eligible student consent.

5.2 Prohibited Uses

Montana Tech TRIO Programs shall not use District-Provided Records for any of the following purposes:

- Marketing fundraising or solicitation of any kind;
- Research unrelated to the delivery or evaluation of Montana Tech TRIO Programs services;
- Sale, lease, or transfer of student data to any third party for commercial purposes;
- Any purpose that is inconsistent with the consent provided by the parent/guardian or eligible student; or
- Any purpose not authorized under 34 C.F.R. Parts 643, 644, and 645 or under FERPA.

5.3 Redisclosure

Montana Tech TRIO Programs shall not redisclose District-Provided Records or PII derived therefrom to any third party without prior written consent from the applicable parent/guardian or eligible student, except as follows:

- To authorized representatives of the U.S. Department of Education, the Office of Inspector General or other federal oversight agencies for audit or evaluation of the Montana Tech TRIO Programs, consistent with 34 C.F.R. § 99.35;

- To Montana Tech institutional officials who have a legitimate educational interest in the records and whose access is necessary to carry out Montana Tech TRIO Programs functions under the school official exception at 34 C.F.R. §99.31(a)(1);
- In response to a lawfully issued subpoena or court order, provided that Montana Tech TRIO Programs notifies East Helena School District #9 and the applicable parent/guardian or eligible student in advance unless prohibited by the subpoena or court order; and
- To the extent required to address a health or safety emergency, consistent with 34 C.F.R. § 99.36.

Any permissible redisclosure shall be documented by Montana Tech TRIO Programs, including the name of the party receiving the information, the date of disclosure, the records disclosed, and the legal basis for redisclosure. Such documentation shall be retained for a minimum of five (5) years.

5.4 Third-Party Systems

Montana Tech TRIO Programs may use third-party software platforms, cloud services, or database systems to store or process District-Provided Records only if:

- The third-party vendor has executed a written data processing or data sharing agreement with Montana Tech that imposes privacy and security obligations at least as protective as those in this Agreement;
- The vendor is prohibited from using student data for any commercial purpose, including targeted advertising;
- The vendor agrees to delete or return student data upon termination of the service agreement; and
- Montana Tech notifies East Helena School District #9 in writing of the identity of any such vendor prior to providing the vendor access to District-Provided Records.

A current list of third-party systems used to process District-Provided Records shall be maintained by Montana Tech TRIO Programs and made available to East Helena School District #9 upon request. As of the effective date of this Agreement, the primary systems used by Montana Tech TRIO Programs to store and process Participant data are:

- Montana Tech institutional student information and grant management systems;
- The U.S. Department of Education's TRIO data reporting platforms (as required by federal grant conditions-Student Access and empower); and
- Any additional platforms identified in writing to East Helena School District #9 prior to use.

Notwithstanding the foregoing, the requirements of this Section 5.4 do not apply to federal data systems that Montana Tech is required to use as a condition of its federal grant award, including the U.S. Department of Education's TRIO reporting platforms, which are governed by applicable federal requirements rather than by this Section.

Section 6. Data Security

6.1 Security Standards

Montana Tech TRIO Programs shall implement and maintain reasonable and appropriate administrative, technical, and physical safeguards to protect District-Provided Records and Program-Generated Records against unauthorized access, use, modification, disclosure, or destruction. Such safeguards shall include, at a minimum:

- Limiting access to District-Provided Records to Montana Tech TRIO Programs staff and authorized Montana Tech personnel who have a documented need to access the records to carry out program functions;
- Requiring all staff with access to student records to complete privacy and data security training prior to accessing records and annually thereafter;
- Storing electronic records in password-protected systems with role-based access controls;
- Encrypting student data in transit and at rest to the extent technically feasible;

- Maintaining physical records (if any) in locked storage accessible only to authorized personnel in transit as well as campus location; and
- Prohibiting storage of District-Provided Records on personal or non-institutional devices without use of institution-approved encryption and remote-wipe capability.

6.2 Staff Obligations

All Montana Tech TRIO Programs staff authorized to access District-Provided Records shall be informed of and agree in writing to comply with the privacy and security requirements of this Agreement. Montana Tech TRIO Programs shall maintain a log of all individuals with access to District-Provided Records, updated as staffing changes occur.

6.3 Montana Tech Security Policies

Montana Tech TRIO Programs shall comply with Montana Tech's institutional information security policies and any applicable Montana University System data security standards to the extent they are consistent with or more protective than this Agreement. Copies of relevant institutional security policies shall be made available to East Helena School District #9 upon written request.

Section 7. Security Breach Notification

7.1 Discovery and Containment

If Montana Tech TRIO Programs discovers or has reasonable belief that a Security Breach involving District-Provided Records has occurred, Montana Tech TRIO Programs shall:

- Take immediate steps to contain and assess the breach;
- Notify East Helena School District's designated privacy official or Superintendent in writing within forty-eight (48) hours of discovery of the breach or suspected breach; and
- Cooperate fully with East Helena School District #9 in investigating the scope of the breach and in notifying affected students and families.

7.2 Notification Contents

The breach notification provided to East Helena School District #9 shall include, to the extent then known:

- A description of the nature of the breach, including the categories and approximate number of records affected;
- A description of the PII involved;
- The date of the breach, if known, and the date of discovery;
- Steps Montana Tech TRIO Programs has taken or plans to take to contain the breach and prevent recurrence; and
- Contact information for the Montana Tech TRIO Programs staff member responsible for breach response.

Montana Tech TRIO Programs shall supplement the initial notification as additional information becomes available. The Parties shall coordinate on the content and timing of any notification to affected students and families. Each Party retains sole authority and responsibility for satisfying its own legal notification obligations. Nothing in this Section limits or delays Montana Tech's independent obligations as a state agency under Mont. Code Ann. §§ 2-6-1501 through 2-6-1503, including its duty to notify affected individuals without unreasonable delay and to simultaneously submit a copy of any such notification to the State of Montana Chief Information Security Officer at the Department of Administration and to the Attorney General's Office of Consumer Protection.

7.3 East Helena School District #9 Breach Notification

If East Helena School District #9 discovers or suspects a breach involving Program-Generated Records in East Helena School District's custody, or involving District-Provided Records returned or shared with East Helena School District #9 by Montana Tech TRIO Programs, East Helena School District #9 shall notify the Montana Tech TRIO Programs Program Director and Montana Tech's Executive Director of the Institute for Educational Opportunities within forty-eight (48) hours.

Section 8. Student and Parent/Guardian Rights

8.1 Rights Under FERPA

Nothing in this Agreement limits or waives the rights of parents, guardians, or eligible students under FERPA. Because Montana Tech TRIO Programs serves Participants beginning at age 11, FERPA rights for most Participants are held by parents or guardians throughout enrollment. For Participants who have reached age 18, those rights transfer to the eligible student as described in Section 4.3. In either case, the following rights are preserved:

- The right to inspect and review education records maintained by East Helena School District #9;
- The right to seek amendment of inaccurate or misleading records;
- The right to provide or withhold consent for disclosure of education records; and
- The right to file a complaint with the U.S. Department of Education's Student Privacy Policy Office if they believe their FERPA rights have been violated.

8.2 Access to Program Records

A Participant or, for a minor Participant, the Participant's parent or guardian, may request access to Program-Generated Records maintained by Montana Tech TRIO Programs. Montana Tech TRIO Programs shall provide access within a reasonable time following written request. To the extent Program-Generated Records are co-mingled with District-Provided Records, Montana Tech TRIO Programs shall coordinate with East Helena School District #9 to facilitate appropriate access.

8.3 Correction Requests

If a Participant, parent, or guardian believes that a District-Provided Record shared with Montana Tech TRIO Programs is inaccurate, the appropriate correction request shall be directed to East Helena School District #9, which retains authority over the accuracy of East Helena School District #9 education records. Montana Tech TRIO Programs shall not alter District-Provided Records.

Section 9. Special Categories of Information

The following categories of information are subject to heightened protections and shall not be shared between the Parties under this Agreement without specific, separate written authorization in addition to the general consent required by Section 4:

- Special education records and individualized education program (IEP) documents protected under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. Chapter 33;
- Section 504 plans and related disability accommodation records;
- Mental health, behavioral health, or substance use treatment records protected under applicable state or federal confidentiality laws;
- Information regarding student involvement in child protective services; and
- Any other category of information identified by East Helena School District #9 as subject to heightened protection under East Helena School District #9 policy or applicable law.

Even where separate authorization is obtained, Montana Tech TRIO Programs shall use such information solely to provide reasonable program accommodations and shall not include such information in APR submissions or other disclosures without independent legal authority.

Section 10. Record Retention and Destruction

10.1 Retention Schedule

Montana Tech TRIO Programs shall retain District-Provided Records and Program-Generated Records in accordance with the following schedule:

- Records required for federal grant reporting and audit purposes under 34 C.F.R. Part 75: for a minimum of five (5) years following the end of the grant period to which they

- relate, or longer if required by the Department of Education or a pending audit or litigation;
- Consent forms: for the duration of the Participant's enrollment plus five (5) years;
- Program-Generated Records (SPEARs, advising logs, Summer Academy transcripts): for a minimum of five (5) years following the end of the grant period; and
- Records not subject to a specific retention requirement under federal law or grant conditions: no longer than five (5) years following the end of the grant period.

10.2 Destruction

At the end of the applicable retention period, Montana Tech TRIO Programs shall destroy District-Provided Records and PII in a manner that renders the information unreadable and unrecoverable. Acceptable methods include:

- For electronic records: secure deletion using methods that prevent recovery, or physical destruction of storage media;
- For physical records: cross-cut shredding or incineration.

Montana Tech TRIO Programs shall maintain a written record of destruction, including the date of destruction, the categories of records destroyed, and the method of destruction, and shall provide a copy of such records to East Helena School District #9 upon request.

10.3 East Helena School District #9 Copy of Records

East Helena School District #9 retains its own copies of all District-Provided Records in the ordinary course and is not required to destroy its own copies of records pursuant to this Agreement. The obligations in Section 10.2 apply only to District-Provided Records in the possession or control of Montana Tech TRIO Programs or Montana Tech.

10.4 Return Upon Request

Upon written request by East Helena School District #9, or upon termination or expiration of this Agreement, Montana Tech TRIO Programs shall return or destroy all District-Provided Records in its possession, subject to applicable federal record retention requirements. Montana Tech TRIO Programs shall provide written certification of return or destruction within thirty (30) days of completing the return or destruction process. Records retained pursuant to applicable federal record retention requirements shall be held solely for federal audit, reporting, and compliance purposes, shall remain subject to all confidentiality, security, and use restrictions of this Agreement notwithstanding termination, and shall not be used or made available for any other purpose. Upon expiration of the applicable federal retention period, such records shall be destroyed in accordance with Section 10.2, with written certification of destruction provided to East Helena School District #9.

Section 11. Term, Amendment, and Termination

This Agreement shall become effective upon the date of the last signature below and shall remain in force through August 31, 2027, unless sooner terminated as provided herein. Upon expiration, this Agreement shall be renegotiated and renewed upon the mutual written agreement of the Parties.

Either Party may terminate this Agreement upon thirty (30) days' prior written notice to the other Party. East Helena School District #9 may terminate this Agreement immediately upon written notice to Montana Tech TRIO Programs if Montana Tech TRIO Programs materially breaches any provision of this Agreement and fails to cure such breach within fifteen (15) days of written notice specifying the breach.

Termination of this Agreement shall not relieve Montana Tech TRIO Programs of its obligations with respect to District-Provided Records already received, including the security, confidentiality, retention, and destruction obligations set forth herein. Sections 5, 6, 7, 8, 10, and 12 shall survive termination of this Agreement.

Any amendment to this Agreement must be made in writing and signed by authorized representatives of both Parties. Amendments affecting the categories of data shared, the purposes of use, or the security standards shall take effect only after East Helena School District #9 has obtained any required board approval.

Section 12. General Provisions

Governing Law. This Agreement shall be governed by and construed in accordance with applicable federal law, including FERPA, COPPA, and 34 C.F.R. Parts 99, 643, 644, and 645, and the laws of the State of Montana, including the Montana Pupil Online Personal Information Protection Act, Mont. Code Ann. §§ 20-7-1323 through 20-7-1326.

Governmental Immunity. Nothing in this Agreement constitutes a waiver by Montana Tech, the Montana University System, or the State of Montana of any governmental or sovereign immunity, or of any limitation or protection available under the Montana Tort Claims Act, Mont. Code Ann. Title 2, chapter 9.

Public Records; Compliance with Law. Montana Tech is a public entity subject to the Montana Constitution's right to know (Art. II, § 9) and the Montana Public Records Act. Nothing in this Agreement requires Montana Tech to withhold or to disclose any record in violation of applicable law, and Montana Tech's confidentiality obligations under this Agreement are subject to any disclosure required or permitted by law. Records made confidential by FERPA remain exempt from public disclosure.

Relationship to Memorandum of Understanding. This Agreement supplements the Memorandum of Understanding between the Parties concerning the Montana Tech TRIO Programs. In the event of a conflict between this Agreement and the Memorandum of Understanding with respect to the privacy, security, or use of student records or personally identifiable information, this Agreement controls.

Non-Waiver. No failure or delay by either Party in exercising any right under this Agreement shall constitute a waiver of that right.

Entire Agreement. This Agreement constitutes the entire agreement of the Parties regarding the privacy, security, and use of student records and supersedes any prior understandings, oral or written, relating to the same subject.

Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their respective authorized representatives. Nothing herein shall create any right or benefit in any third party, except that Participants and their parents/guardians retain all rights afforded to them by FERPA and applicable law.

Notices. Notices required or permitted under this Agreement shall be provided in writing to:

For Montana Tech TRIO Programs: Executive Director, Institute for Educational Opportunities, Montana Technological University, 1300 West Park Street, Butte, MT 59701.

For East Helena School District #9: XXXXXXX, East Helena School District #9, 250 Academic Street, PO Box 1280, East Helena, MT 59635.

Breach of Agreement. In the event Montana Tech TRIO Programs materially breaches this Agreement, East Helena School District #9 may, in addition to the termination rights set forth in Section 11, immediately suspend Montana Tech TRIO Programs' access to District-Provided Records until the breach is remediated. Any breach of this Agreement that constitutes a FERPA violation shall be reported to the appropriate authorities as required by law.

Section 13. Signatures

By signing below, the authorized representatives of each Party acknowledge that they have read, understand and agree to the terms of this Student Data Privacy Agreement.

MONTANA TECHNOLOGICAL UNIVERSITY

Montana Tech TRIO Programs

Dr. Katie HailerVice Chancellor for Research & Dean of the Graduate
SchoolDate

Theresa RaderExecutive Director, Institute for Educational
OpportunitiesDate

EAST HELENA SCHOOL DISTRICT #9

Dan Rispends

Superintendent, East Helena School District #9

Date

Board Chair, East Helena School District #9

(Following Board Approval)

Date

*Questions regarding this Agreement should be directed to:*Executive Director, Institute for Educational Opportunities • Montana Technological
University •

406.469.4683 1300 West Park Street, Butte, MT 59701