

# MEMORANDUM OF UNDERSTANDING

*Between*

**Montana Technological University**

**TRIO Capital City Talent Search Program**

*and*

**East Helena Public Schools**

**East Valley Middle School and East Helena High School**

## PREAMBLE

This Memorandum of Understanding ("MOU") is entered into by and between Montana Technological University ("Montana Tech"), on behalf of its TRIO Capital City Talent Search program ("MTU-CCTS"), and East Helena Public Schools, on behalf of its designated target schools: East Valley Middle School and East Helena High School (collectively, the "Target Schools"). Montana Tech and East Helena Public Schools may be referred to individually as a "Party" and collectively as the "Parties."

This MOU formalizes the collaborative relationship between the Parties in support of first-generation, low-income, and academically at-risk students enrolled in the Target Schools, consistent with the goals of the U.S. Department of Education's Federal TRIO Programs.

## SECTION I — PURPOSE

The purpose of this MOU is to establish the roles, responsibilities, and mutual commitments of Montana Tech's Capital City Talent Search Program and East Helena Public Schools in carrying out a coordinated effort to:

- Increase secondary school persistence, graduation with a regular high school diploma, and completion of a rigorous secondary school program of study among Target School students;
- Provide eligible students with high-impact tutoring, academic and career advising, financial literacy education, college entrance exam preparation, postsecondary application, financial aid, and scholarship assistance;
- Support the identification, recruitment, and selection of program participants, at least two-thirds of whom will be both low-income and potential first-generation college students;
- Expand access to dual enrollment, distance education, pre-apprenticeships, Registered Apprenticeships, and in-demand, industry-recognized postsecondary credentials;
- Foster a college-going and career-pathway culture among Target School students beginning in elementary and middle school; and
- Ensure coordinated use of school facilities, records, and personnel in the most effective and least duplicative manner.

## SECTION II — AUTHORITY AND BACKGROUND

The TRIO Talent Search program is federally funded under Title IV of the Higher Education Act of 1965, as amended, and is administered by Montana Tech in accordance with federal regulations found at 34 C.F.R. Part 643. The program identifies and assists individuals from disadvantaged backgrounds who have the potential to succeed in postsecondary education, targeting first-generation college-bound students and students from low-income families.

Consistent with the participant eligibility criteria at 34 C.F.R. § 643.3, the program serves participants beginning at age 11 or upon completion of five years of elementary education.

MTU-CCTS serves 600 participants annually across eight target schools in Lewis and Clark and Broadwater Counties. Within East Helena Public Schools, the designated Target Schools and estimated participants served each year are approximately 150 total participants between East Valley Middle School and East Helena High School. The program is housed within the Institute for Educational Opportunities ("IEO") at Montana Tech, alongside the TRIO Upward Bound, Upward Bound Math Science, and Student Support Services programs, and coordinates with those programs to minimize duplication of services.

### SECTION III — RESPONSIBILITIES OF MONTANA TECH TALENT SEARCH

Montana Tech, through its Talent Search Program, agrees to:

#### A. Program Administration

- Employ qualified program staff including a full-time Talent Search Director, Associate Director, and hourly annually contracted Program Coaches, and student Office Aide/Tutor-Mentors in accordance with federal regulations and the position qualifications described in the approved grant application, under the oversight of the IEO Executive Director;
- Engage Program Coaches who are counselors or teachers employed at each Target School, serving under separate hourly contracts with Montana Tech of up to ten (10) hours per week during the academic year; **\*SEE Attached Document Labeled Addendum A for Staffing model at East Helena Public Schools**
- Administer the program in compliance with all applicable federal regulations (34 C.F.R. Part 643), EDGAR, 2 C.F.R. Part 200, Montana Tech institutional policies, and U.S. Department of Education directives;
- Develop and maintain an Individual Academic Plan ("IAP") for each participant, assessed at the end of each grading period and renewed at the beginning of each academic year. The IAP is the Talent Search equivalent of the Student Personalized Educational Achievement Record ("SPEAR") maintained by the Upward Bound and Upward Bound Math Science programs. The two documents serve the same function and are treated as a single category of Program-Generated Record under Section 3.2 of the Student Data Privacy Agreement between the Parties;
- Conduct annual program evaluations and submit required Annual Performance Reports to the U.S. Department of Education; and
- Share relevant aggregate program outcome data with East Helena Public Schools administrators as requested and appropriate under FERPA.

MTU-CCTS is committed to full compliance with East Helena Public Schools policies governing individuals who work with students. All MTU-CCTS program staff, coaches, tutor-mentors, student workers, and any other individuals who may work directly with students will:

- **Complete the East Helena Public Schools' required background check process** prior to beginning any direct work with students, consistent with East Helena Public Schools policies. No individual may begin direct work with students until the East Helena Public Schools' background check process and board approval requirements are complete. Additionally, all MTU TRIO representatives are subject to State of Montana background checks through MTU, upon hire and annually thereafter. Program Coaches who are current East Helena Public Schools employees remain subject to the district's existing background check and employment requirements.
- **Receive formal Board approval** in accordance with East Helena Public Schools policy prior to direct work with students.

**East Helena Public Schools Policy Reference**

These requirements are consistent with East Helena Public Schools Policy 5122 regarding volunteers and individuals working with students. MTU-CCTS acknowledges and agrees to comply with these policies as a condition of partnership.

**A-1. Student Supervision, Access, and Protecting Minors Training**

All representatives of MTU-CCTS are required to complete the Montana University System/MTU Protecting Minors on Campus training prior to working with students. This training covers obligations as mandated by law when interacting with minors, including: providing a safe environment for youth; mandatory reporting responsibilities (all MTU representatives are mandatory reporters); risk assessments; conduct requirements; staff-to-student ratios; privacy policies; incident and accident reporting; medication storage and disbursement procedures; emergency and evacuation procedures; missing person procedures; transportation of participants; ADA compliance; Children's Online Privacy Protection Act requirements (written parental consent is required prior to collection or use of photos); appropriate communication methods; recognizing possible abuse and neglect; bullying, threats, harassment, and discrimination.

- Talent Search staff are to avoid meeting with students one-on-one. In situations that require a personal conference, the meeting is to be conducted in view of other adults or students.
- Program Coaches and the Talent Search Director may meet with students without additional East Helena Public Schools supervision. Tutor-Mentors and all other MTU representatives are not to meet with students without the presence of a Program Coach or the Talent Search Director.
- There are occasions when it is necessary for Talent Search staff to pull students from classes; however, these occasions will be kept to a minimum and only with teacher permission.
- MTU-CCTS staff meet with students in the spaces designated by each Target School.

**A-2. Student Communication**

- MTU TRIO staff communicate with students through school- and parent-approved channels, including school email and program communication platforms approved by Montana Tech and the district. Staff are prohibited from communicating with students one-on-one through personal text or personal social media accounts.

When text communication is necessary between program staff and a student, the parent or guardian shall be included in the text message. Such communication shall occur only through communication platforms and devices approved by Montana Tech and East Helena Public Schools pursuant to Section 5.4 and Section 6.1 of the joint Student Data Privacy Agreement between the Parties. Parent/guardian and student telephone numbers are provided during the program application process and are updated annually on the Individual Academic Plan when participants review their communication preferences.

- When phone or email communication is necessary, email is the preferred method. Parent/guardian approval for communication is obtained during the program application process by signature of permission form.

**A-3. Facility Use and Building Access**

- MTU-CCTS representatives who are not Target School employees are to follow each school's procedure for guests entering the building and sign in at the office. Representatives will wear their MTU name tag and the visitor sticker provided by the office.

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- The MTU-CCTS tutoring and workshop schedule will be shared with Target School administration at the start of each semester. After-hours events requiring building access are rare and will be coordinated with school administration on a case-by-case basis.

#### **A-4. Transportation and Off-Campus Activities**

- Parent permission for all sponsored events is given upon program application. Overall program schedules and travel itineraries are shared with parents during parent meetings or via email. Given the age of Talent Search participants, individual medical release forms and East Helena Public Schools travel and trip forms will be utilized before each scheduled activity and must be signed by the parent or guardian before a student is permitted to attend. The medical release form collects emergency treatment authorization only and does not collect diagnostic, medication, mental health, behavioral health, or other health information subject to the heightened protections of Section 9 of the Student Data Privacy Agreement between the Parties.
- Travel for Talent Search sponsored events, including college campus visits, career exploration trips, and summer programming, is provided and managed by MTU-CCTS. Students are supervised by MTU-CCTS employees during all travel and off-campus activities. Charter buses are the preferred method of transportation; when the number of attendees requires smaller vehicles, the program will use state vehicles. All staff authorized to drive state vehicles must hold a valid Montana Driver's License as well as valid Montana TORT defensive driving, large vehicle driving, and bus driving course certifications as applicable.
- The program is covered under the State self-insurance program described in Section IX and is responsible for student safety during all program events. Staff hold valid first aid and CPR certifications to address immediate medical emergencies.
- During academic and career exploration events requiring overnight lodging, itineraries are designed to minimize unstructured time. No opposite-sex students are permitted in hotel or dormitory rooms. Overnight security is provided to ensure students do not leave the hotel or dormitory premises.

#### **A-5. Program Coach Time Commitment and Scope of Duties**

Program Coaches, also referred to by the Target Schools as TRIO Coordinators, serve under separate hourly contracts with Montana Tech of up to ten (10) hours per week during the academic year (approximately nine months). All Talent Search duties are performed outside the scope of, and in addition to, each Program Coach's regular duties as a East Helena Public Schools employee. The following duties fall within the contracted weekly hours: **\*SEE Attached Document Labeled Addendum A for Staffing model at East Helena Public Schools**

- Identification and recruitment of eligible students, and assistance with completion of program applications;
- Individual and group advising sessions with assigned participants, including development and periodic review of each participant's Individual Academic Plan (IAP);
- Facilitation of, and referral of participants to, high-impact tutoring services;
- Midterm grade checks, early warning grade monitoring, and documentation of all participant services to be turned into program director who will then enter these into the Student Access database;
- Semester and year-end grade reports for each Talent Search participant, printed and delivered to the Talent Search Director for entry into the Student Access database. Before accessing, printing, or delivering any participant record under this provision, the Program Coach shall confirm that current written parent/guardian consent, or eligible student consent where applicable, is on file with both Montana Tech and East Helena

Public Schools, as required by Section 4.1 of the Student Data Privacy Agreement between the Parties. Printed reports shall be limited to the grade, credit, and enrollment data necessary for Student Access entry and preparation of the federal Annual Performance Report, consistent with the minimum necessary standard at Section 3.3 of that Agreement.

- Responding to routine student questions regarding program services, schedules, and activities; and
- Participation in Talent Search staff meetings and required trainings, including the Protecting Minors on Campus training, and coordination with the Talent Search Director on the scheduling of workshops, tutoring, and program activities.

The following are not within the scope of Program Coach contracted duties unless separately agreed to in writing: program-level decision making, including trip selection, participant selection for travel, and allocation of program funds; issuance of official program communications to families; and supervision of overnight or extended travel, which is staffed by MTU-CCTS in accordance with Section III.A-4.

**Handling of Printed Participant Records.** Printed participant records generated under this Section constitute District-Provided Records and are subject to the security, retention, and destruction requirements of the Student Data Privacy Agreement between the Parties. Such records shall be maintained in locked storage at the Target School, during transport, and at the Institute for Educational Opportunities program office, in accordance with Section 6.1 of that Agreement. Once the underlying data has been entered into the Student Access database and is retained in accordance with Section 10.1 of that Agreement, printed copies shall be destroyed by cross-cut shredding. The Talent Search Director shall maintain a written record of destruction identifying the date of destruction, the categories of records destroyed, and the method of destruction, in accordance with Section 10.2 of that Agreement.

**Staff Access Documentation.** All Program Coaches and other MTU-CCTS personnel authorized to access District-Provided Records shall be informed of and agree in writing to comply with the privacy and security requirements of the Student Data Privacy Agreement between the Parties, as required by Section 6.2 of that Agreement. MTU-CCTS shall confirm that each Program Coach appears on the access log maintained under Section 6.2 and that a signed written acknowledgment is on file before the Coach accesses, prints, or transmits any District-Provided Record. The log shall be updated as staffing changes occur and shall be made available to East Helena Public Schools upon request. The data privacy agreement executed between Montana Tech and the Student Access vendor has been provided to East Helena Public Schools in satisfaction of the third-party vendor notification requirement at Section 5.4 of the Student Data Privacy Agreement.

#### **A-6. Delineation of Roles: Program Staff and School-Based Coaches**

To ensure clarity between MTU-CCTS program staff and school-based Program Coaches, responsibilities under this MOU are delineated as follows:

| Function                                                                                        | Responsible Party                                                         |
|-------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------|
| Program administration, fiscal management, federal compliance, and Annual Performance Reporting | Talent Search Director, under the oversight of the IEO Executive Director |
| Participant eligibility determinations and formal acceptance into the program                   | Talent Search Director                                                    |

|                                                                                                                                            |                                                                                                                          |
|--------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------|
| Program decisions, including trip selection, participant selection for travel and events, workshop offerings, and use of program resources | Talent Search Director, with input from Program Coaches                                                                  |
| Day-to-day advising, tutoring facilitation, grade monitoring, and service documentation at each Target School                              | Program Coaches                                                                                                          |
| Supervision of Tutor-Mentors and the Office Aide                                                                                           | Talent Search Director; Tutor-Mentors work on site only in the presence of a Program Coach or the Talent Search Director |
| Official communications to students and families regarding program decisions                                                               | Talent Search Director (see Section III.A-7)                                                                             |

#### A-7. Communication Protocols

- **Student questions:** Routine student questions regarding program services, tutoring, schedules, and activities are answered by the Program Coach at each Target School. Questions concerning program decisions, including trip selection, participant selection for events, and eligibility, are referred to the Talent Search Director, who responds in a timely manner.
- **Program decisions:** Program decisions, including the selection of trips and of participants for travel, are made by the Talent Search Director under the oversight of the IEO Executive Director. Program Coaches provide input into such decisions but do not make or announce them. The Talent Search Director communicates each decision to the affected Program Coaches before it is announced to students or families so that school-based staff are informed and can respond consistently.
- **Communication with families:** Official program communications to parents and guardians, including acceptance letters, eligibility determinations, travel itineraries, permission forms, and announcements of program decisions, are issued by the Talent Search Director or the MTU-CCTS program office. Program Coaches may share general program information with families and shall refer family questions regarding program decisions to the Talent Search Director. Student communication continues to follow Section III.A-2.

#### A-8. Supervision, Reporting Structure, and Employment Provisions

**Supervision and Reporting Structure:** For all duties performed under this MOU, Program Coaches report to and are supervised by the Talent Search Director. The Talent Search Director reports to the IEO Executive Director, who reports to the Provost/Executive Vice Chancellor for Academic Affairs at Montana Tech. Nothing in this MOU alters East Helena Public Schools' supervision of its employees in the performance of their district duties. The program reporting structure is as follows:

Provost/Executive Vice Chancellor for Academic Affairs, Montana Tech



Executive Director, Institute for Educational Opportunities



Talent Search Director



Program Coaches (school-based) • Office Aide and Tutor-Mentors

**Feedback and Evaluation:** The Talent Search Director provides ongoing supervision and feedback to school-based staff through regularly scheduled Talent Search staff meetings, periodic site visits to each Target School, and an annual written performance evaluation of each Program Coach conducted in accordance with Montana Tech policies and procedures. Program Coaches raise operational concerns directly to the Talent Search Director, and input from Target School principals may be considered in the evaluation process.

**Employment Status and Policies:** While performing services under contract with Montana Tech, Program Coaches and all other MTU-CCTS personnel are employees of Montana Tech, a unit of the Montana University System (MUS), and are subject to Montana Tech employment policies as defined by the MUS Board of Regents Policy and Procedures Manual, Section 700 (Personnel), including Policy 711.1 governing MUS employment contracts and letters of appointment. In the event of a conflict, Board of Regents policies take precedence over campus policies.

**Annual Contracts:** Program Coach contracts are issued annually for a single academic year and are contingent upon the continuation of federal grant funding, consistent with Board of Regents Policy 711.1. The issuance of a contract in one program year does not create a right to, or guarantee of, reappointment in any subsequent year, and there is no guarantee that the same individual will be selected each year to serve as the Program Coach (TRIO Coordinator) at a Target School. Selection is made annually by Montana Tech in coordination with the respective Target School principal.

**Time and Effort Reporting:** In accordance with the federal standards for documentation of personnel expenses at 2 C.F.R. § 200.430, all personnel compensated in whole or in part with Talent Search grant funds shall maintain time and effort records that accurately reflect the work performed. All staff, including Program Coaches, are required to submit time and effort reports to the Talent Search Director upon request. Such records are retained in accordance with federal record retention requirements and are available for audit by Montana Tech, the U.S. Department of Education, and other authorized entities.

#### **B. Identification, Recruitment, and Selection**

- Identify and recruit eligible students in grades six through twelve each fall, in coordination with school counselors and staff, with rising ninth-graders also identified each spring for participation in spring/summer intervention workshops. All recruitment and selection, both for the program and for program trips, follows the procedures in the approved Plan of Operation;
- Conduct recruitment presentations, staff informational tables, and distribute program brochures and applications through the Target Schools and community sites;
- Recruit and select participants in accordance with federal eligibility requirements through a federally compliant, needs-based selection process, ensuring at least two-thirds of participants are both low-income and potential first-generation college students;
- Formalize acceptance into the program by the Talent Search Director's signature, with all applicable information entered into the secure Student Access database and a welcome letter mailed to the parents/legal guardians and the student; and
- Ensure equitable access for all eligible students regardless of race, gender, color, ethnicity, disability, or age.

#### **C. Academic Year Services**

Program services are delivered in accordance with 34 C.F.R. § 643.4 and each participant's Individual Academic Plan, and include:

- High-impact tutoring before school, during lunch, in school-based intervention periods, and after school, with particular emphasis on eighth- and ninth-grade students; students receiving a grade of C- or lower in any subject will be contacted and encouraged to attend tutoring;

- Individual and group advising for academic success, including review of grades, attendance, four-year course plans, and career pathway plans, with guidance on secondary school course selection and completion of a rigorous secondary school program of study;
- Career awareness and exploration services using the Montana Career Information System (MT CIS 360 and MT CIS Junior), talent marketplace resources, Learning and Employment Records, and career pathway connections;
- Exposure to college campuses through live and virtual tours. Consistent with the approved Plan of Operation, participant selection for live campus tours is based on the following criteria: regular attendance in Talent Search activities, grades and attendance at the Target School, behavioral reports from the Target School, and participant academic and career interests. All things being equal, participants will be selected randomly;
- Grade-specific academic year workshops, financial literacy instruction, and college financial planning information for students and families;
- College entrance exam preparation, assistance completing college admission applications, FAFSA completion assistance, and scholarship completion assistance;
- Dual enrollment advising and registration assistance, including access to the Montana University System "One-Two-Free" program, and structured services supporting pre-apprenticeships and Registered Apprenticeships;
- Early warning grade monitoring through midterm grade checks; and
- Referrals to community agencies for participants with additional needs, particularly students in foster care, experiencing homelessness, or in unhealthy environments.

#### **D. Summer Programming**

- Provide spring/summer intervention workshops for at-risk eighth-grade students transitioning into ninth grade, including high-impact tutoring and rigorous curriculum information;
- Operate a one-week summer Computer Science Academy for sixth- and seventh-grade students to combat summer melt and introduce applied math skills with robotics;
- Provide summer experiences for ninth- and tenth-grade students focused on career pathways, career development, and college preparation;
- Conduct College Prep Boot Camps for rising juniors and seniors, including college and career planning, entrance exam preparation, and application assistance; and
- Provide summer counseling and outreach, including Future Friday workshops, to graduated seniors from the time of graduation through college enrollment.

#### **E. Communication and Community Engagement**

- Send press releases to local media outlets within two weeks of receiving notification of grant funding and in September of each program year;
- Present program goals, objectives, services, and eligibility requirements at school district meetings, Target School staff meetings, back-to-school nights, parent-teacher conferences, student assemblies, and classroom presentations;
- Maintain the program website and social media platforms to inform families and stakeholders; and
- Distribute program brochures to community stores, churches, program partners, and civic and recreational centers.

### **SECTION IV — RESPONSIBILITIES OF EAST HELENA PUBLIC SCHOOLS**

East Helena Public Schools, through its Target Schools, agrees to:

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**A. Student Access and Records**

- East Helena Public Schools may provide MTU-CCTS access to student academic records only for students who are enrolled in the Talent Search program and only after written parent/guardian consent, or eligible student consent where applicable, is on file. Records shared may include grades, transcripts, standardized test scores, attendance data, course schedules, graduation status, and other records specifically authorized in writing and approved by the district.
- MTU-CCTS shall request and use only the minimum student information necessary to provide program services, monitor student progress, and meet applicable federal TRIO reporting requirements. Access to student records shall be governed by FERPA, applicable Montana student privacy requirements including the Montana Pupil Online Personal Information Protection Act (Mont. Code Ann. §§ 20-7-1323 through 20-7-1326), district policy, and the separate Student Data Privacy Agreement between the Parties.
- Provide student transcripts to the Talent Search Director at the end of each semester, and timely mid-term grade reports, for enrolled participants with current written consent on file, to support monitoring and intervention; and
- East Helena Public Schools will not provide student-specific referral lists containing confidential student information prior to parent/guardian consent. Instead, the district may support recruitment by distributing information, making announcements, coordinating presentations, and encouraging interested students and families to apply directly to MTU-CCTS.
- MTU-CCTS requests that the Target Schools treat approved program activities conducted both in and out of school as "school-related," consistent with the treatment of other school-sponsored activities. Participation in approved program activities shall not negatively impact a student's attendance record. Approved activities are those jointly scheduled and confirmed in writing by both the MTU-CCTS Director and the respective school Principal with communication to the school attendance office. Attendance coding for approved activities will be determined in coordination with school administration to ensure compliance with required instructional time, and such activities will be scheduled in a manner that minimizes impact on mandatory instructional time.

**B. Facilities and Space**

- Grant no-cost access to Target School classrooms, meeting rooms, and district facilities for program advising sessions, tutoring, workshops, and activities as mutually scheduled;
- Maintain a Talent Search dedicated bulletin board in each Target School for program postings; and

**C. Staff Collaboration and Advocacy**

- Provide MTU-CCTS access to school faculty and counselors for collaboration, student monitoring, and alignment of student support strategies;
- Welcome Talent Search staff participation in faculty and staff meetings, school assemblies, and school board presentations;
- Include Talent Search in the school yearbook and daily announcements at the high school level; and
- Encourage counselors and teachers to support program participants and to assist students and families in connecting with Talent Search services.

**D. Outreach and Recruitment Support**

- Assist with distribution of recruitment materials to students and families; and
- Encourage interested students and families to apply directly to the program.

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**SECTION V — JOINT RESPONSIBILITIES**

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Both Parties agree to:

- Meet at least once per semester to review program progress, address operational concerns, and plan upcoming activities;
- Coordinate on matters involving student safety, crisis response, and any incidents involving program participants on school or program premises;
- Maintain open and professional communication between program staff and school personnel, including timely notification of scheduling changes, student concerns, or policy changes that affect program delivery;
- Protect the privacy and confidentiality of student records and participant information in accordance with FERPA (20 U.S.C. § 1232g) and all applicable laws;
- Coordinate with other federal TRIO and college access programs serving the Target Schools, including the MTU Upward Bound and Upward Bound Math Science programs, to minimize duplication of services; and
- Ensure that program activities do not conflict with mandatory school instructional time, except with advance mutual agreement.

## SECTION VI — FINANCIAL CONSIDERATIONS

The Capital City Talent Search Program is federally funded and receives no direct financial contribution from East Helena Public Schools under this MOU. The in-kind contributions described in Section IV (space, records access, staff time) represent East Helena Public Schools' commitment to the partnership. Montana Tech acknowledges these in-kind contributions as significant support to program delivery.

Program Coaches who are East Helena Public Schools counselors or teachers serve under separate hourly contracts with Montana Tech and are compensated from federal TRIO Talent Search grant funds; such service is performed outside the scope of, and in addition to, their district employment.

The Capital City Talent Search Program shall not charge program participants or their families for any services provided under this MOU.

## SECTION VII — TERM AND RENEWAL

This MOU shall become effective upon the date of the last signature below, contingent upon the award of the FY 2026 Capital City Talent Search grant to Montana Tech, and shall remain in force through August 31, 2027 (coinciding with the expiration of the Student Data Privacy Agreement between the Parties, which governs the privacy, security, and use of all student records shared under this MOU, so that both agreements are reviewed and renewed together), unless sooner terminated in accordance with Section VIII.

This MOU shall be renegotiated and renewed concurrently with the Student Data Privacy Agreement between the Parties, and in coordination with the execution of any new federal grant awards, contingent upon continued federal funding and provided both Parties continue to consent to the partnership. Nothing in this Section limits the Parties' ability to extend this MOU by written amendment through the end of the federal grant cycle ending August 31, 2031.

## SECTION VIII — TERMINATION

Any amendments to this MOU must be made in writing and signed by authorized representatives of both Parties; amendments requiring board approval shall not take effect until such approval is obtained by East Helena Public Schools.

East Helena Public Schools reserves the right to immediately suspend any MTU TRIO program representative's access to students, district facilities, student records, or district systems if there is a student safety concern, student privacy concern, background check deficiency, policy violation, or material breach of this agreement. Such suspension shall be communicated promptly in writing to MTU's Executive Director of the Institute for Educational Opportunities and shall not constitute termination of this MOU unless a formal notice of termination is subsequently provided.

## SECTION IX — GENERAL PROVISIONS

**Non-Discrimination:** Both Parties affirm that all program activities, employment practices, and services shall be conducted without discrimination based on race, color, disability, gender, marital status, national origin, religion, sexual orientation, or any other protected characteristic, in compliance with all applicable federal, state, and local laws.

**Entire Agreement:** This MOU constitutes the entire agreement between the Parties regarding the subject matter herein and supersedes any prior understandings or agreements, written or oral, relating to the same subject. This MOU is supplemented by the Student Data Privacy Agreement between the Parties, which controls with respect to the privacy, security, and use of student records and personally identifiable information.

**Governing Law and Venue:** This MOU is governed by and construed in accordance with the laws of the State of Montana. Venue for any action arising out of or relating to this MOU shall lie in the state courts located in Silver Bow County, Montana, except as otherwise required by law. Nothing in this provision waives any governmental immunity available to either Party.

**No Assignment:** Neither Party may assign or transfer this MOU, in whole or in part, without the prior written consent of the other Party.

**Independent Parties:** Nothing in this MOU shall be construed to create an employer-employee, partnership, joint venture, or agency relationship between the Parties. Each Party remains an independent entity responsible for its own personnel, operations, and liabilities.

**Liability, Insurance, and Indemnification:** Montana Tech, as a unit of the Montana University System, is covered by the Montana Tort Claims Act. MTU participates in the State of Montana self-insurance program administered by the Department of Administration Risk Management and Tort Defense Division, which provides coverage for MTU and its employees, tutors, volunteers, and authorized program participants during program activities, including authorized program-related travel, subject to and within the limits of the Montana Tort Claims Act. MTU is responsible for workers' compensation coverage for its employees and shall ensure that all contractors or subcontractors engaged in program activities carry appropriate coverage. Each Party shall be responsible for the acts or omissions of its own employees, agents, volunteers, and subcontractors. Nothing in this MOU shall be construed as a waiver of any governmental immunity available to either Party under Montana law.

**Mandatory Reporting and Student Safety:** All MTU TRIO program personnel are mandatory reporters under Montana law. All program personnel shall immediately report suspected child abuse, neglect, or exploitation in accordance with Montana Code Annotated § 41-3-201 and applicable district procedures. All program personnel shall further comply with East Helena Public Schools procedures related to student safety concerns, threats of harm, harassment, discrimination, bullying, and boundary violations involving students. Any incident involving a student's safety or welfare shall be reported to the appropriate school administrator and, where legally required, to the proper authorities without delay.

**Use of Student Images, Media, and Publicity:** MTU-CCTS shall not use the names, photographs, videos, stories, or other identifying information of East Helena Public Schools students in program websites, social media, press releases, or other publications without prior written parent/guardian consent (obtained upon program entry) in accordance with applicable law, including the Children's Online Privacy Protection Act (COPPA). MTU-CCTS shall also obtain

prior written approval from East Helena Public Schools administration before using the district's name, school names, or district logos in any publicly distributed materials.

## SECTION X — SIGNATURES

By signing below, the authorized representatives of each Party acknowledge that they have read, understand, and agree to the terms of this Memorandum of Understanding.

### MONTANA TECHNOLOGICAL UNIVERSITY

#### *TRIO Talent Search Program*

\_\_\_\_\_  
Dr. Katie Hailer

Vice Chancellor for Research & Dean of the Graduate  
School

\_\_\_\_\_  
Date

\_\_\_\_\_  
Theresa Rader

Executive Director, Institute for Educational  
Opportunities

\_\_\_\_\_  
Date

### EAST HELENA PUBLIC SCHOOLS

\_\_\_\_\_  
Dan Rispens

Superintendent, East Helena Public Schools

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board Chair, East Helena Public Schools

(Following Board Approval)

\_\_\_\_\_  
Date

*Questions regarding this MOU should be directed to:*

Executive Director, Institute for Educational Opportunities, Montana Technological University, 406.496.4683  
1300 West Park Street, Butte, MT 59701

## Addendum A

### East Helena Public Schools: TRIO Talent Search Coaches 2026-2027 Academic Year New CCTS Grant

Benefits: 18%  $6535+7194 = \$13728 \times .18 = \$2471.04$

**Total Contracted Amount  $\$13728 + \$2471.04 = \$16199.08$**

Paid by Montana Technological University to be distributed to the Academic Coaches at each school as follows

#### Scope of Work at East Helena High School

##### TRIO Talent Search Academic Coach at East Helena High School

Develop, execute, monitor, and evaluate tutoring services; assist in identifying, recruiting, and selecting student participants; provide project information to the school; assess and prescribe a plan of project services for participants; maintain communication between project participants, parents, and school; provide leadership for effective parental and community involvement; prepare paperwork required by U.S. Department of Education regulations; and attend weekly staff meetings with TS Director.

**Time & Effort Reporting:** In accordance with the federal standards for documentation of personnel expenses at 2 C.F.R. § 200.430, all personnel compensated in whole or in part with Talent Search grant funds shall maintain time and effort records that accurately reflect the work performed and shall submit such records to the Talent Search Director. Such records are retained in accordance with federal record retention requirements and are available for audit by Montana Tech, the U.S. Department of Education, and other authorized entities

##### **Mandatory Work Schedule:**

33 weeks at 6 hours per week Beginning Oct 1, 2026, and ending June 11, 2027 (Does not include Thanksgiving, Christmas/New Year & Spring Break).

**Total Contract 238 hours at \$33 per hour. \$6534**

This is Split between 2 staff members. The breakdown they have agreed to is as follows. As one Staff member is not able to go on overnight trips.

##### **Staff#1: Ethan Hoffman**

Beginning Oct 1, 2026, and ending June 11, 2027 (Does not include Thanksgiving, Christmas/New Year & Spring Break).

33 weeks at 3 hours per week

**Total Contract 99 hours at \$33 per hour. \$3267**

**Staff#2: Kelli Kerpa**

Beginning Oct 1, 2026, and ending June 11, 2027 (Does not include Thanksgiving, Christmas/New Year & Spring Break).

33 weeks at 3 hours per week

**Total Contract 99 hours at \$33 per hour. \$3267**

## Scope of Work at East Valley Middle School.

### TRIO Talent Search Academic Coach Scope of Work at East Valley Middle School

Develop, execute, monitor, and evaluate tutoring services; assist in identifying, recruiting, and selecting student participants; provide project information to the school; assess and prescribe a plan of project services for participants; maintain communication between project participants, parents, and school; provide leadership for effective parental and community involvement; prepare paperwork required by U.S. Department of Education regulations; and attend weekly staff meetings with TS Director.

#### Mandatory Work Schedule:

33 weeks at 6 hours per week beginning Oct 1, 2026, and ending June 11, 2027 (Does not include Thanksgiving, Christmas/New Year & Spring Break).

2. 10-hour student field trips TBD

**Total Contract 218 hours at \$33 per hour. \$7194**

This is Split between 2 staff members. The breakdown they have agreed to is as follows.

#### **Staff#1: Jodi Wigen**

33 weeks at 3 hours per week Beginning Oct 1, 2026, and ending June 11, 2027 (Does not include Thanksgiving, Christmas/New Year & Spring Break). & 1 -10-hour student field trips TBD

**Total Contract 109 hours at \$33 per hour. \$3597**

#### **Staff#2: Kaitlyn Murphree**

33 weeks at 3 hours per week beginning Oct 1, 2026, and ending June 11, 2027 (Does not include Thanksgiving, Christmas/New Year & Spring Break). & 1-10-hour student field trips TBD

**Total Contract 109 hours at \$33 per hour. \$3597**

