

AGREEMENT
Between
The Office of the Commissioner of Higher Education Montana GEAR UP Program
And the Browning School District
November 1, 2024

This Agreement is entered into between the Office of the Commissioner of Higher Education Montana GEAR UP Program and the Browning School District and has as its purpose the setting forth of the terms of the partnership between Montana GEAR UP and the School District for the development, implementation, and evaluation of the GEAR UP Program in the School District.

WHEREAS, the Office of the Commissioner of Higher Education (OCHE) is the lead agency for the Montana state GEAR UP grant and is committed to awards of Montana GEAR UP funds to the School District as a subgrantee under that grant; and

WHEREAS, the School District is committed to fully support and assist in the development, implementation, and evaluation of all aspects of Montana GEAR UP in order to achieve the Program's goals, objectives, and mission in said School District;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the Parties agree as follows:

Section 1. Use of GEAR UP Funds. The funds allocated to the School District must be expended on approved program services for GEAR UP students pursuant to terms identified and set forth in this Agreement as well as in an annual subaward letter and approved implementation plan and budget sent to the School District from Montana GEAR UP.

Section 2. Term. This Agreement will be in effect from November 1, 2024, through October 31, 2025, for the 2024-2025 grant year and for the following grant years as specified below:

- Year 2: November 1, 2025, through October 31, 2026
- Year 3: November 1, 2026, through October 31, 2027
- Year 4: November 1, 2027, through October 31, 2028
- Year 5: November 1, 2028, through October 31, 2029
- Year 6: November 1, 2029, through October 31, 2030
- Year 7: November 1, 2030, through October 31, 2031

The subgrant awarded for the 2024-2025 grant year has been determined following the spring planning meeting in April 2024, and subgrants for the following years will be determined each spring following the annual GEAR UP spring planning meeting. Once a recommendation to receive funding is made by the Montana GEAR UP state team, Montana GEAR UP will send the approval documentation allowing the School District to access funds for the year.

Section 3. Staffing. The School District must designate a .5 FTE GEAR UP coordinator position to manage the School District's GEAR UP program responsibilities. The School District must provide sufficient space, resources, and support for the coordinator position.

Section 4. Local Management Team. The School District must designate a GEAR UP local management team that consists of at least a .5 FTE GEAR UP coordinator, administrator, counselor, core content teacher, and parent. The School District must provide sufficient support for the GEAR UP local management team and must ensure that the local management team meets a minimum of five times per year.

Section 5. Model of GEAR UP Program. A priority model will be used, with all 7th-12th grade students at participating GEAR UP schools considered part of the GEAR UP cohort and eligible to receive GEAR UP services. Beginning in the 2025-2026 academic year, first-year college students who graduated from participating GEAR UP schools in spring 2025 will also be eligible for GEAR UP first-year services. Graduates from GEAR UP schools in subsequent years will also be eligible for GEAR UP services during their first year of college as long as they enroll in a postsecondary program directly after graduating from high school. A \$1,000 scholarship will also be available to eligible Montana GEAR UP students to be used at a qualifying in-state or out-of-state institution of higher education. An eligible student is defined as a student who has participated in the Montana GEAR UP program for a total of three years or for their entire senior year of high school. The scholarship must be claimed before the student is 22 years of age.

Section 6. Implementation of GEAR UP and Allocation to School. The School District agrees to the following terms of implementation of the Montana GEAR UP Program, on which terms the allocation of the subgrants to the School District are conditioned:

- Utilize and support the GEAR UP coordinator and local management team and implement the GEAR UP required services and school specific services with fidelity.
- Ensure that the GEAR UP coordinator and other School District staff participate in the following required Montana GEAR UP meetings throughout the school year:
 - The GEAR UP coordinator or another staff person from the school must attend at least four of the monthly webinars offered by the Montana GEAR UP state staff.
 - The GEAR UP coordinator must attend the annual virtual fall meeting. Additional school staff and administrators are encouraged to attend.
 - The GEAR UP coordinator and a School District administrator must attend the annual in-person spring planning meeting.
- Complete an annual implementation plan, match plan, and budget, which will be subject to review and approval by the Montana GEAR UP state team. The implementation plan will include information on services aligned with GEAR UP performance measures. In order to receive initial funding, the Montana GEAR UP state team must approve the implementation plan, match plan, and budget.
- Provide dollar-for-dollar match for Montana GEAR UP funds received, either in cash or in kind.
- Expend GEAR UP funds in a manner that supplements, but does not supplant, existing school programs.

- Submit quarterly fiscal and match reports according to the procedures and deadlines provided by the Montana GEAR UP state team.
- Collect and report student demographic and performance data to the Montana GEAR UP state team, including data related to State-mandated assessments. Collection and reporting of required data must be completed by assigned deadlines. School District staff are responsible for the data entry into the online data collection system or submission to the Montana GEAR UP state team, as required.
- Administer GEAR UP student and parent/guardian surveys as required by the Montana GEAR UP state team. The School District will strive to meet survey completion benchmarks provided by the Montana GEAR UP state team.
- Report GEAR UP services in the online data collection system on a monthly basis or as otherwise required by the Montana GEAR UP state team.
- Ensure that the hiring of a GEAR UP coordinator for the School District does not displace other staff or eliminate existing positions.
- Maintain regular communication with state GEAR UP staff and respond to requests for information from state GEAR UP staff in a timely manner (within 5 business days).
- Host onsite/virtual visits of state GEAR UP staff and external evaluation staff with school staff as requested.
- Pursuant to 2 CFR 200.501, conduct a single or program-specific audit if the School District expends \$1,000,000.00 or more in federal funds, including GEAR UP, during the School District's fiscal year and inform Montana GEAR UP state staff if the School District has any audit findings related to the management of its GEAR UP program.
- As is necessary and upon request, permit the state GEAR UP staff or auditors to have access to the School District's GEAR UP records and financial statements.
- Complete subaward closeout activities as directed by state GEAR UP staff.
- Comply with all applicable laws, rules, and regulations as outlined below:
 - Higher Education Act of 1965, as amended, Title IV, Part A, Subpart 2, Chapter 2
 - 20 U.S.C 1070a-21—1070a-28
 - Title 34 Code of Federal Regulations part 694
 - Education Department General Administrative Regulations (EDGAR) in 34 CFR parts 74, 75, 77, 79, 80, 81, 82, 84, 85, 86, 97, 98, and 99
 - Office of Management and Budget Uniform Grant Guidance, Title 2 Code of Federal Regulations Part 200, as applicable

Section 7. GEAR UP Commitments. Montana GEAR UP commits to serve the School District as follows:

- Provide an annual subgrant for the School District's GEAR UP program. Funding is at the discretion of Montana GEAR UP based upon performance of the School District in the GEAR UP program and available funds.
- Provide guidance, resources, support, and technical assistance in completing the annual implementation plan.
- Provide technical assistance in completing fiscal and match reports.
- Provide technical assistance in entering services and data in the online data collection system.

- Provide school-specific performance information from the outside evaluator for Montana GEAR UP.
- Provide professional development opportunities for School District staff.
- On an ongoing basis, evaluate the School District’s implementation of its GEAR UP program, including but not limited to fiscal and match reporting, data reporting, completion and reporting of GEAR UP services, and compliance with all applicable laws, rules, regulations, and policies.

Section 8. Intellectual Property. All patent and other legal rights in or to inventions created in whole or in part under this Agreement must be available to OCHE for royalty-free and nonexclusive licensing. Both parties shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use and authorize others to use, copyrightable property created under this Agreement.

Section 9. Retention of Records. The School District agrees to create and retain records documenting the GEAR UP-supported expenditures, School District match, and programmatic impact for a period of three years after either the completion date of the seven-year grant or the conclusion of any claim, litigation, or exception relating to this contract taken by the State of Montana or a third party, whichever occurs later.

Section 10. Termination of Agreement. OCHE, as lead agency, reserves the right to rescind this Agreement with the School District if it, in its discretion, determines there has been a failure to implement this Agreement with a full-faith effort and as outlined in supporting documents such as the implementation plan or fiscal reports. Similarly, the School District may withdraw from the GEAR UP program. Thirty days written notice is required for termination.

MONTANA COMMISSIONER OF HIGHER EDUCATION

DocuSigned by:

1983C1374D8D402...
 Clayton Christian, Commissioner of Higher Education

11/5/2024 | 8:18 PM MST

Date

DocuSigned by:

BB2028AC2085456...
 Jeannie Origo, Director, Montana GEAR UP

11/5/2024 | 11:24 AM MST

Date


Signed by:

0FF98C070DB84A6...
 Ali Bovingdon, Chief Legal Counsel, OCHE

11/4/2024 | 1:59 PM MST

Date

BROWNING SCHOOL DISTRICT

DocuSigned by:

3F2F7CB1CB884EC...
 Rebecca Rappold, Browning School District Superintendent

11/3/2024 | 3:46 PM PST

Date

NOTE: This Agreement is subject to ratification by the Board of Trustees of the School District. The school district clerk must provide certification of ratification within 60 days of the date this Agreement is executed by the School Superintendent.