

**MEMORANDUM OF AGREEMENT BETWEEN
TRAINING PROVIDER AND THE MAINE
DEPARTMENT OF LABOR**

I. PARTIES:

The parties to this agreement are the Maine Department of Labor (MDOL) and the training provider submitting this request for approval as an Eligible Training Provider under the [Workforce Innovation and Opportunity Act Sections 116 and 122](#), the Code of Federal Regulations [20 CFR 677.230](#) and [20 CFR 680.400 through 680.520](#), the [Competitive Skills Scholarship Program Governing Rule Section 6. No. 5](#), and [Maine Department of Labor Policy 15-05](#).

II. PURPOSE

The purpose of the Agreement is to document the terms under which a training provider may release to MDOL personally identifiable records required to meet Federal performance reporting requirements and with which MDOL will create aggregated performance reports.

1. **REQUIRED Data Transferred**

As a condition of approval, the training provider is REQUIRED to report information about every individual who participates in an approved program of study and completes training or exits training without completing. The training provider will submit files containing:

- **Social security number (SSN),**
- unique student identifier,
- training provider code,
- CIP code,
- program description,
- credential attainment, and
- completion status of all individuals.

2. Data will be aggregated and published to promote consumer choice, conduct research and evaluate the performance of training programs funding under WIOA Title I-B.

[The file format for submission of the data and related resources](https://www.maine.gov/labor/cwri/etp) can be found at <https://www.maine.gov/labor/cwri/etp>.

III. AUTHORITY

The Workforce Innovation and Opportunity Act, Public Law 113-128, its associated federal rules and regulations, and state policies, require reporting of data related to the performance of training providers eligible to receive WIOA funds to cover training or education costs.

This activity falls within the exception to the Family Educational Rights and Privacy Act (FERPA) as outlined in 34 CFR §99.31(a)(3) and is consistent with Unemployment Compensation Regulation 20 CFR §603.10 and Vocational Rehabilitation Regulation 34 CFR 361.28.

MDOL represents that they are authorized to bind to the terms of the Agreement including requirements for confidentiality, maintenance, publication, and destruction or return of data, and all related or associated institutions, individuals, employees, or contractors who may have access to the data, or may own, lease, or control equipment or facilities of any kind where the data is stored, maintained, or used in any way.

MDOL has the authority to remove from the Eligible Training Provider List any training provider

who fails to submit required annual student performance data as outlined in this agreement.

IV. TERMS AND CONDITIONS

To achieve the transfer of data and information that is subject to state and federal confidentiality laws and to ensure that the required confidentiality of personally identifiable information shall always be maintained, MDOL agrees to:

1. Use data shared under the Agreement for no purpose other than the purpose described above.
2. Require all employees, contractors, and agents of any kind to comply with this Agreement and all applicable provisions of federal and state laws with respect to the data and information shared under the Agreement. MDOL agrees to require of and maintain an appropriate confidentiality agreement from each employee, contractor, or agency with access to confidential data pursuant to the Agreement.
3. Securely handle and store all personally identifiable information sent and received pursuant to the Agreement. Establish procedures and systems to ensure that all confidential data processed, stored, and/or transmitted under the provisions of this Agreement will be maintained in a secure manner that prevent further disclosure of the data, including the interception, diversion, duplication, or other unauthorized access to said data.
4. Not disclose data contained under the authority of the Agreement in any manner that could identify any individual or employer to any entity other than authorized employees, contractors, and agents working as authorized representatives under this Agreement. No data shall be released to anyone not otherwise authorized if there are fewer than three individuals in a category.

V. RELATED PARTIES

The MDOL Center for Workforce Research and Information (CWRI) will act as custodian at MDOL for the purposes of this agreement, matching records to employment records residing in the MDOL warehouse, and aggregating the resulting wage outcomes for use.

VI. TERM

This Agreement expresses the entire agreement of the Parties and shall not be modified or altered except in writing in a manner consistent with applicable State and Federal laws. It shall remain enforced as long as the Training Provider **remains on the ETPL, and** meets the requirements referenced in Workforce System Policy PY15-05. The parties may unilaterally or mutually terminate this Agreement at any time.

VII. ADMINISTRATIVE COSTS

There is no administrative fee imposed on the training provider.

Name of Training Provider: _____

Name of Provider's Authorized Contact: _____

Contact's Signature: _____

Date: _____