

MEMORANDUM OF AGREEMENT
between the Title IV Institution and
Maine Department of Labor

I. PARTIES

The parties to this Agreement are the Maine Department of Labor (MDOL) and the Title IV Institution submitting participant level information to MDOL for the purpose of determining or maintaining eligibility for Title IV of the Higher Education Act of 1965, as amended (20 U.S.C. §§ 1070 et seq.); Section 83002 of the Working Families Tax Cuts Act of 2025 (H.R. 1); and Accountability in Higher Education and Access Through Demand-Driven Workforce Pell, Pell Grant Exclusion Relating to Other Grant Aid, and Workforce Pell Grants; Final Rule (May 19, 2026), codified at 34 CFR Parts 600, 668, and 690 and applicable federal and state laws and regulations.

II. STATEMENT OF PURPOSE

The purpose of this Agreement is to establish the terms and conditions under which a Title IV eligible institution ("Title IV Institution") may disclose participant-level information to the Maine Department of Labor (MDOL) for the administration of the Workforce Pell initiative. The information provided under this Agreement enables MDOL to determine and maintain Workforce Pell eligibility, conduct required performance evaluations and produce aggregate performance measures in accordance with applicable federal and state requirements.

As a condition of participation in Workforce Pell, the Title IV Institution shall submit participant-level information for each individual enrolled in an approved Workforce Pell program. At a minimum, the information submitted shall include:

- Full legal name
- Date of birth
- Social Security number
- Zip code of residence
- Program of study or training program
- Enrollment and attendance dates
- Credential attainment, where applicable
- Program completion status
- Additional post-completion information available to the institution, such as employment placement, where applicable

MDOL will use the participant-level information solely for authorized program administration, including matching records with state workforce and wage data to calculate required performance outcomes, evaluate program performance, determine or maintain Workforce Pell eligibility, and produce aggregate reports. Participant-level information will not be publicly disclosed and will be protected in accordance with applicable federal and state confidentiality requirements.

III. AUTHORITY

Title IV of the Higher Education Act of 1965, as amended (20 U.S.C. §§ 1070 et seq.); Section 83002 of the Working Families Tax Cuts Act of 2025 (H.R. 1); and Accountability in Higher Education and Access Through Demand-Driven Workforce Pell, Pell Grant Exclusion Relating to Other Grant Aid, and Workforce Pell Grants; Final Rule (May 19, 2026), codified at 34 CFR Parts 600, 668, and 690 and applicable federal and state laws and regulations.

This activity falls within the exceptions to the Family Educational Rights and Privacy Act (FERPA), 34 CFR §§99.31(a)(3) and 99.31(a)(4), which authorize disclosure to state officials for the administration, audit, evaluation, and enforcement of education programs and financial aid. The disclosure is also consistent with the confidentiality and disclosure provisions governing unemployment compensation information under 20 CFR §603.10.

MDOL may determine a program ineligible for Workforce Pell participation or remove a program from eligibility if the institution fails to submit complete, timely, and accurate performance data as required by applicable federal and state law and the terms of this Agreement.

IV. TERMS AND CONDITIONS

To achieve the transfer of data and information that is subject to state and federal confidentiality laws and 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.
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.

IX. ADMINISTRATIVE COSTS

There is no administrative fee imposed on the Title IV Institution.

XI. DURATION OF THIS AGREEMENT

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 Title IV Institution remains eligible for Workforce Pell. The parties may unilaterally or mutually terminate this Agreement at any time.

Name of Title IV Institution:

Name of Provider's Authorized Contact:

Contact's Signature:

Date: