

## MEMORANDUM OF UNDERSTANDING

BETWEEN

AND

Montana Department of Labor and Industry, Workforce Service Division

1. **Parties:** The parties to this agreement are (hereinafter "the training provider") and the Montana Department of Labor and Industry, Workforce Service Division (hereinafter "WSD").
2. **Representatives:** For the purposes of this agreement the Representative of the training provider shall be:

**Name:**

**Address:**

**Phone:**

**Email:**

and the Representative of WSD shall be:

**Name: Scott Eychner, Administrator**

**Address: PO Box 1728, Helena, MT 59624-1728**

**Phone: 406-444-2648**

**Email: [seychner@mt.gov](mailto:seychner@mt.gov)**

3. **Purpose:** The purpose of this Memorandum of Understanding (MOU) is to allow for the exchange of data containing personally identifiable information between the training provider and WSD. This data exchange will enable research and information distribution by WSD and the training provider on the enrollment and employment of students/graduates from the training provider in Montana's workforce. Information from wage records, course of study of students/graduates, cost of course of study and other administrative data will be used to determine if and where students/graduates are employed within the state as well as provide information to potential enrolling students regarding the course of study. The exchange of data is intended solely for the purpose of conducting research and providing information to potential students to improve the quality of higher education programs and instruction and the study of labor market trends. Personally identifiable information utilized and generated by the data match will be kept secure, will not be used to make decisions concerning the rights, benefits or privileges of specific individuals, nor will it be reported in anything other than aggregated format that does not permit personal identification of parent or students by anyone other than representative of either the training provider or WSD with legitimate interests.

4. **Limited Use:** The information transferred by this agreement may be used only as described in this agreement. WSD is prohibited from granting access to the information transferred by this agreement to any other persons that are not the employees of WSD without the express, written consent of the training provider. WSD may not disclose the information transferred pursuant to this agreement to any non-employee agent of WSD without the express, written consent of the training provider.
  
5. **Term:** This MOU shall be in effect from \_\_\_\_\_ until \_\_\_\_\_. The parties may also unilaterally or mutually terminate this MOU at any time.
  
6. **Description of Information Being Transferred:** The information being transferred pursuant to the agreement is certain student enrollment data elements from the training provider on a quarterly basis beginning \_\_\_\_\_ and continuing only as long as the MOU is in effect. Data to be transferred includes:
  - a. The school/campus name;
  - b. Last 4 digits of student's Social Security Number;
  - c. Student's date of birth;
  - d. Student name;
  - e. Student's beginning date of attendance;
  - f. Student's course of study;
  - g. Cost of course of study entered;
  - h. Student's ending date of attendance; and
  1. Student's record of graduation/completion.

The data shall be transferred in encrypted files transferred via a secure FTP site containing from the training provider to WSD. Data will only be reported from WSD to the training provider in an aggregated form.

Each party has a duty to consult with the other to ensure selection of needed data and to correct discrepancies in data exchanged between the parties.

7. **Data Privacy:** The training provider and WSD agree to develop a joint plan to address security and privacy issues, data element identification, and data handling/processing procedures.

The training provider and WSD agree to use the data exchanged only to the extent necessary to obtain and compute information for research pertaining Montana's labor market and the training provider education program as they relate to student workforce outcomes.

Data containing personally identifiable information shall be stored and processed in such a manner that access is restricted to authorized persons only. All data containing personally identifiable information will be destroyed when no longer needed for the

purposes described in the agreement, or within 30 days after the term of the agreement expires, whichever is sooner, with the exception of any summary data that has already been prepared.

The training provider and WSD agree to abide by the provisions of the Family Educational Rights and Privacy Act of 1974 (FERPA), 20 U.S.C. 1232g, and any other applicable government law or regulation on confidentiality of data and information, including, but not limited to, the provisions of 34 CFR 99.31 regarding the dissemination of student information.

For the purposes of executing the agreement, WSD, and its agents, shall have access to private data maintained by the training provider to the extent necessary to carry out its responsibilities under this agreement.

Each party agrees that it shall not be liable for any violation of any provision of FERPA directly or indirectly relating to, arising out of or resulting from, or in any manner attributed to, the actions of any other party.

8. **Cooperation and Communication:** This MOU outlines the roles and responsibilities of a collaborative, communicative, and cooperative relationship between the Parties. This agreement is intended to foster a caring, comprehensive, communicative, and integrated service delivery system, which maximizes scarce community resources, avoids fragmentation of services, and avoids duplication of effort.
9. **Compliance with Laws:** The Parties shall fully comply, and remain fully in compliance through the MOU term, with all applicable federal, state, or local laws, rules, and regulations. This includes without limitation, the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990 (as amended), Section 504 of the Rehabilitation Act of 1973, and Montana's Workers' Compensation Laws at MCA Title 39, Chapter 71.
10. **Discrimination:** The Parties warrant that any hiring of persons to perform under this MOU will be made on the bases of merit and qualification. The Parties further warrant that there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing this contract.
11. **Finance:** It is not intended that any money shall be exchanged between the Parties pursuant to this MOU.
12. **Amendments:** The parties may mutually agree to amend the terms of this MOU by executing a signed writing specifying the terms to be changed and the language to be inserted.

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The training provider Representative:

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The training provider Legal Review:

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Department of Labor & Industry Representative:

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