

Memorandum of Understanding
On
Recruitment, Outreach, and Partnership Efforts
Between the
Bureau of Safety and Environmental Enforcement, U. S. Department of the Interior
and
Shorter College

I. Purpose

This Memorandum of Understanding (MOU) defines the relationship between Shorter College, and the Department of the Interior (Department), Bureau of Safety and Environmental Enforcement (BSEE) (hereinafter referred to as "the Parties").

The purpose of the MOU is to establish a framework for collaboration between BSEE and Shorter College. This MOU will serve as a mechanism to create a relationship that expands paths for next-generation learners and leaders. BSEE is dedicated to promoting performance in safety, environmental stewardship, and conservation. BSEE will work to leverage cross-cultural understanding and experiences for Shorter College students and faculty. BSEE is committed to supporting the development of a diverse talent pool of students to leverage the highest qualified students from Shorter College to participate in BSEE internships and workforce opportunities.

Shorter College is a private, not-for-profit, faith-based, two-year liberal arts college in North Little Rock, Arkansas. Shorter College Institutional Initiatives and Vision Support Services are geared toward enriching and improving student career goals and academic co-curricular experiences. Shorter College is a National Association for Equal Opportunity in Higher Education (NAFEO) member. The College is one of the nation's 110 Historically Black Colleges and Universities (HBCUs) and is the only private, two-year HBCU in the nation.

This agreement will promote information sharing between the Parties, provide opportunities for students to learn about career opportunities at BSEE, and develop relationships to support career opportunities and recruitment efforts. Shorter College will have opportunities to share and learn about some of BSEE's workplace platforms, including science and technology areas, engineering, and computer and mathematics applications. BSEE will help to educate students about a variety of human resource professions, administrative areas, equal employment opportunity professions, and generalist fields.

BSEE is working with colleges and universities to increase diversity outreach efforts and with several colleges and universities to strengthen its workforce efforts in this area, including Shorter College.

II. Background

One of BSEE's strategic priorities is centered around Diversity, Equity, Inclusion, Accessibility (DEIA), aligning with Department and Federal priorities. The Department's DEIA strategic plan outlines three strategic objectives, one of which covers Partnerships and Recruitment. This partnership will be a catalyst for building more sustainable relationships.

III. Authority

The following are BSEE's authorities for entering into this agreement:

- A. Outer Continental Shelf Lands Act, 43 U.S.C. § 1331 et seq, specifically those sections administered by BSEE.
- B. Executive Branch hiring authorities codified in Title 5 of the United States Code and appurtenant regulations.

IV. References

- A. Executive Order 13985 of January 20, 2021, Advancing Racial Equity and Support for Underserved Communities Through the Federal Government, directs federal agencies to evaluate whether their policies produce racially inequitable results when implemented and to make the necessary changes to ensure underserved communities are properly supported.
- B. Executive Order 13988 of January 20, 2021, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation.
- C. Executive Order 14031 of May 28, 2021, Advancing Equity, Justice, and Opportunity for Asian Americans, Native Hawaiians, and Pacific Islanders, establishes a White House initiative on Asian Americans, Native Hawaiians, and Pacific Islanders, as well as a Presidential Advisory Commission, both of which aim to advance equity, justice, and opportunity among these groups.
- D. Executive Order 14035 of June 25, 2021, President Biden released Executive Order 14035, Diversity, Equity, Inclusion, and Accessibility in the Federal Workforce. This executive order seeks to create a government-wide initiative to promote diversity, equity, inclusion, and accessibility (DEIA).
- E. Executive Order 14041 of September 3, 2021, White House Initiative on Advancing Educational Equity, Excellence, and Economic Opportunity through Historically Black Colleges and Universities.
- F. The Department's DEIA Strategic Plan Strategic Objective 1: Innovative, legitimate, and nondiscriminatory recruitment and hiring tactics drive continuous increases in qualified and hired applicants from underrepresented groups.

V. Procedures and Responsibilities

This MOU is a high-level agreement that provides a basic understanding of roles and areas of coordination between Parties. Memoranda of Agreements (MOAs) may be developed under the terms of this MOU to provide detailed guidance on each Parties' roles and shared responsibilities for overseeing specific Outer Continental Shelf activities. Each Party may recommend the development or revision of an MOA.

BSEE and Shorter College agree to the following division of responsibilities with respect to student engagement, and organizational collaboration, pursuant to the authorities cited above. The Parties recognize many possible areas in which enhanced collaboration could be beneficial, including but not limited to the areas below.

A. BSEE Responsibilities

It is hereby agreed that the BSEE will adhere to the below:

1. BSEE will provide Shorter College with human resource guidance on policies and Office of Personnel Management (OPM) regulations. It will work to increase visibility about BSEE careers and communicate relevant opportunities; e.g., for students, fellows, recent graduates, and apprentices.
2. BSEE will collaborate and work to build autonomy with Shorter College faculty and students.
3. BSEE will communicate messages related to agency regulations, mission, culture, and agency-specific program oversight.
4. BSEE will support conducting and assisting with conferences and other related topics that help to prepare students for the workforce; e.g., related to computer programming, general studies, and diversity and inclusion.
5. BSEE will collaborate with Shorter College on recruiting and outreach opportunities, virtual events, and tours, including career fairs, campus career orientations, and other awareness activities to inform students, faculty, staff, and alums about BSEE employment and student opportunities.
6. BSEE will consider mission and goals identified as priorities and convene on work plans, agreement scope, and communications platforms.
7. BSEE representatives can support college literacy groups, college success councils, and mentoring groups.

B. Shorter College Responsibilities

It is hereby agreed that Shorter College will adhere to the below:

1. Partner with BSEE on recruiting and outreach; e.g., opportunities, virtual events, and tours, including career fairs, and on-campus career orientations, and other awareness activities to inform students, faculty, staff, and alumni about BSEE employment and student opportunities.
2. Help to integrate workplace learning platforms into its curriculum by working with BSEE. It will prepare students for diverse opportunities; e.g., public policy forums, lectures, participate in computer technology areas, conduct presentations, examine and or will have the chance to analyze workplace case studies, best practices, engage in conferences, trainings, and other purposeful events.
3. Help identify potential student bodies and groups of interest to collaborate with.
4. Assist with leading and convening quarterly follow-up meetings and after-action reviews.

C. Joint Responsibilities

It is hereby agreed that both entities will adhere to the below:

1. Commit to quarterly meetings to review, report, track, and update both Parties.
2. Notify MOU Points of Contact regarding upcoming meetings, status updates, as well as requests related to the terms of the MOU.
3. Identify opportunities and programs where BSEE and Shorter College professionals can participate in research, capacity-building, training, and exchange programs.

VI. Limitations

- A. Nothing in this agreement may be construed as a hiring action or promise of a hiring action.
- B. Nothing in this agreement alters, limits, or expands the statutory or regulatory authority of BSEE.
- C. Nothing in this agreement limits informal consultations not otherwise mentioned in this agreement.
- D. Nothing in this agreement may be interpreted to imply that the United States, the Department of the Interior, or the Bureau endorses any product, service, or policy of Shorter College. Shorter College will not act or make any statement suggesting or implying such an endorsement.
- E. This agreement is to be executed in full compliance with all applicable laws.
- F. The use of BSEE taglines, banners, and or logos may be used for the benefit of this partnership but would require the BSEE Office of Public Affairs approval for permitted use.
- G. Nothing in this agreement may be construed to obligate Shorter College, BSEE, or the United States to any current or future expenditure of resources in advance or in excess of the

availability of appropriations from Congress. Nor does this agreement obligate Shorter College, BSEE, or the United States to spend funds on any particular project or purpose, even if the funds are available.

- H. This agreement does not create any right or benefit, substantive or procedural, enforceable at law or in equity by any Party against the United States, its departments, agencies, or entities, its officers, employees, or agents, or any other person.
- I. Freedom of Information Act. In the event that BSEE receives Freedom of Information Act (5 U.S.C. § 552) requests for records related to the subject of this agreement, BSEE will, in accordance with its statutory duties and to the extent authorized by law: (a) inform the other Party before releasing any responsive records to the requester when the other Party has a substantial interest in the responsive records; and/or (b) in the case of "confidential information" as defined therein, follow the submitter notice regulations at 43 C.F.R. Subpart F.

VII. Modification, Review, Expiration, and Cancellation

- A. Modification: Any of the Parties to this agreement may propose modifications by submitting them in writing to the other Parties. No modification may be adopted except with the consent of all Parties. All Parties will indicate their consent to or disagreement with any proposed modification within 60 calendar days of receipt of the proposed modifications. Upon the request of any Party, representatives of both Parties will meet for the purpose of considering modifications to this agreement.
- B. Review: The Parties agree to review this agreement every five years. One year from the date of this required review (first review date is five years from effective date), the Parties will meet to discuss the need for revisions. If revisions are deemed necessary, the Parties will follow their respective standard processes for negotiating a revised agreement. If no revisions are deemed necessary, then Attachment: Update History will be revised to reflect the date that the agreement was reviewed and that no changes were made. Revisions to the Attachment: Update History are considered non-substantive edits.
- C. Cancellation: Participation in this agreement may be ended by any Party upon 60-day written notice to the other Parties. The cancellation of participation by one Party shall not invalidate this agreement so long as two or more Parties remain active participants.

VIII. Administration and Points of Contact

This agreement will be administered by BSEE's Human Resources (HR) Operations Branch and Equal Employment Opportunity Division and Shorter College's Dean of Academic and Student Affairs.

The attachment entitled, "Points of Contact," lists respective points of contact for implementation of this agreement. The list of points of contact may be updated as needed and will be entitled, "Updated Points of Contact." Any updates to the Points of Contact will not constitute material changes to this agreement and will become an addendum to the Attachment and incorporated herein for all purposes. Version date should be included on any updated addendum. All "Updated Points of Contact" must be provided in writing to all points of contact for all Parties.

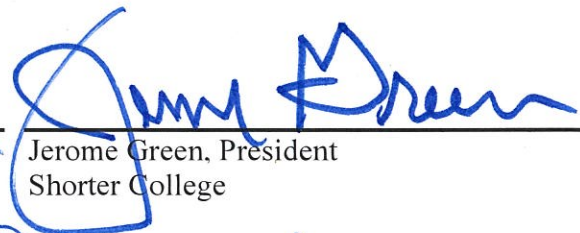
IX. Effective Date

This agreement is effective upon acceptance by both Parties as indicated by the signatures below.

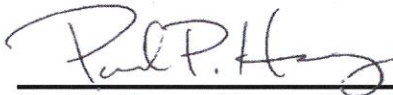
X. Signatures



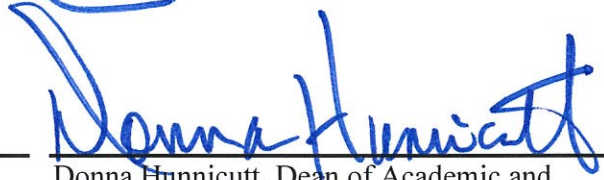
Kevin M. Sligh Sr., Director
Bureau of Safety and Environmental
Enforcement
U.S. Department of the Interior



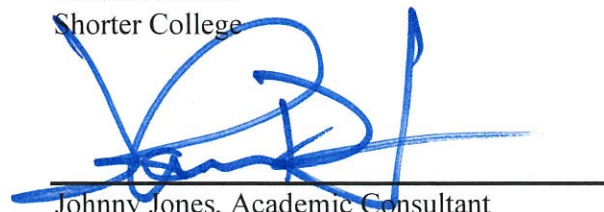
Jerome Green, President
Shorter College



Paul P. Huang, Deputy Director
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Donna Hunnicutt, Dean of Academic and
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ATTACHMENT: Points of Contact

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