



DRAFT FOR DISCUSSION, DELIBERATIVE

NON-BINDING MEMORANDUM OF
UNDERSTANDING BETWEEN
THE U.S. ENVIRONMENTAL PROTECTION AGENCY
LANDMARK COLLEGE

I. Purpose

The purpose of this non-binding Memorandum of Understanding (“MOU”), effective June 1, 2023 (the “Effective Date”), is to enhance cooperation between Landmark College (“Landmark”) and the United States Environmental Protection Agency (“EPA”) (collectively, “the Parties”) to serve the mutual interests of the parties. Implementation of the program activities in this MOU should advance the development of the full human capital of this Nation, promote equal opportunity in higher education, contribute to Landmark's capacity to provide high-quality education, and encourage the participation of Landmark in EPA programs.

Through this MOU, the Parties intend to collaborate in various ways, such as the advancement of environmental education to improve awareness of national employment opportunities and provide other opportunities for individuals with disabilities. The Federal Government and the EPA have a continued vested interest in the equal employment opportunities for all individuals, including individuals with disabilities.

II. Background

Landmark College

Landmark College is a postsecondary education institution designed exclusively for students who learn differently, including students with a learning disability such as dyslexia, ADHD, autism, or executive function challenges. The College offers various associate and baccalaureate undergraduate degrees in arts and science that champion a strengths-based model for education, giving students the skills and strategies, they need to succeed in life.

U.S. ENVIRONMENTAL PROTECTION AGENCY

EPA leads the nation’s environmental science, research, education, and assessment efforts. The mission of EPA is to protect human health and the environment. EPA has a consistent demand for highly trained, diverse professionals in science, technology, and policy to fulfill its mission. To meet these needs and encourage full representation of all individuals, EPA seeks to establish innovative partnerships to encourage the participation of diverse students and job applicants.

EPA is organized into 10 regional offices with programmatic divisional lead offices headquartered in Washington D.C.

III. Authorities

EPA enters into this MOU pursuant to Section 102(2)(G) of the National Environmental Policy Act, 42 U.S.C. 4332(2)(G), which authorizes Federal agencies to “make available ... advice and information useful in restoring, maintaining and enhancing the quality of the environment.” In addition, Section 104(a) and (b) of the Clean Water Act, Section 103(a) and (b) of the Clean Air Act, and Section 8001 of the Resource Conservation and Recovery Act authorize EPA to encourage and cooperate with, and render technical services to, individuals, as well as public and private sector entities, to promote the coordination and

acceleration of training related to the causes, effects, prevention, and elimination of water, air, and waste pollution.

In addition, this MOU will further EPA's compliance with the Rehabilitation Act of 1973, which requires each agency in the Executive Branch of the Federal Government to establish programs that will facilitate the hiring, placement, and advancement of individuals with disabilities, and U.S. Equal Employment Opportunity Commission Management Directive 715 (MD-715), which sets goals of having disabled representation of 12%, and 3% with "targeted disabilities" and requires agencies to move beyond treating the symptom (i.e., workforce demographics) to cure the true problem (i.e., failure to accommodate or lack of career development opportunities).

IV. Roles and Responsibilities

Through this MOU, the Parties express their intention to work together to increase cooperation and promote collaboration. The Parties recognize that there are many possible areas in which enhanced collaboration could be beneficial, including but not limited to the areas below. Landmark College and EPA may agree to work to enhance cooperation in other areas without amending this MOU. The Parties acknowledge that some types of projects and programs may require additional written agreements.

The Parties plan to establish a Program Committee consisting of appropriate representatives of Landmark College and EPA to manage the implementation of this MOU. The Committee is expected to meet at least biannually, unless agreed otherwise. EPA designates the Region 1 Office of Civil Rights to administer this MOU on behalf of EPA and work with other EPA offices, regions and laboratories, as appropriate. The individual designees who will administer this MOU on behalf of Landmark College and EPA are listed in section XIII below.

A. Neurodiversity Training Program

The opportunity exists to establish a program to develop and manage implementation of a neurodiversity training curriculum for supervisors (hiring managers), management and/or staff at EPA offices, regions and laboratories, as appropriate. Neurodiversity training material for agency staff will also be shared.

B. Student and Permanent Employment Collaboration

EPA may make Landmark College aware of student and permanent employment announcements. Landmark College may post announcements of student employment opportunities for viewing and distribute announcements to Landmark College's career services offices and alumni, as well as to their list of contacts, schools and organizations who support education and career advancement of persons with disabilities. Landmark College may encourage students to take advantage of employment programs that exist at EPA, when available, that are designed for student participation and training.

Vacancy announcements for permanent positions will be available for viewing at USAJOBS.gov, which advertises most Federal jobs. Landmark College may make information available regarding navigation of the Federal hiring process.

EPA may provide information and assistance to the extent authorized by applicable

laws and regulations to attract high quality candidates for positions at the Agency and raise awareness about publicly available recruitment and environmental education opportunities.

C. EPA's Presence at Landmark College Career Fairs

If EPA wishes to attend Landmark College career fairs where either its current students and or alumni can meet with EPA and other employers, EPA will request that Landmark College arrange for EPA's participation.

D. Specialized Workshops

EPA, in accordance with its mission and purpose, may provide assistance to Landmark College for the advancement of environmental education by distance learning technology, in-person speakers and collaboration on methods of increasing interest in careers protecting human health and the environment. EPA staff may voluntarily participate in lectures, webinars, conferences and other events at Landmark College.

V. Limitations

- A. As required by the Anti-deficiency Act, 31 U.S.C. 1341 and 1342, all commitments made by EPA in this MOU are subject to the availability of appropriated funds. Nothing in this MOU, in and of itself, obligates EPA to expend appropriations or to enter into any contract, assistance agreement, interagency agreement, or incur other financial obligations that would be inconsistent with Agency budget priorities. Landmark College agrees not to submit a claim for compensation for services rendered to EPA in connection with any activities it carries out in furtherance of this MOU without further agreement and contract.
- B. Under federal ethics requirements, EPA may not endorse products or services provided by non-federal entities. Nothing in this MOU constitutes an endorsement by either party of the products, services or fundraising activities of the other. Landmark agrees to not make statements to the public at workshops and meetings, in promotional literature, on its website or through any other media that imply that the EPA endorses Landmark College or any service or product offered by Landmark College. In addition, Landmark agrees not to make statements that imply that the EPA supports Landmark College's efforts to raise public or private funds. Any statements or promotional materials prepared by Landmark College under this MOU must be approved in advance in writing by EPA.
- C. EPA will not use or register the name "Landmark College" (alone or as part of another name) or any logos, seals, insignia or other words, names, symbols or devices that identify Landmark College or any Landmark College unit, division or affiliate ("Landmark College Names") for any purpose except (a) as required by law or (b) for the activities contemplated under this MOU with the prior written approval of, and in accordance with any restrictions appropriate under Federal law, required by Landmark College.
- D. Nothing in this MOU alters the statutory, regulatory or other authority or responsibilities of the EPA. This MOU does not supersede existing agreements or restrict any future agreements between the Landmark College and the EPA.

- E. With the exception of any intellectual property rights addressed in section VI of this agreement, this MOU does not create any right or benefit, substantive or procedural, enforceable by law or equity, by persons who are not party to this agreement, against Landmark College or the EPA, their officers or employees or any other person. This MOU does not direct or apply to any person outside of Landmark College and the EPA. This is a voluntary agreement that expresses the good-faith intentions of the Parties and is not enforceable by any party. This MOU is not intended to be legally binding nor is it capable of generating any contractual obligations. This MOU does not create any right or benefit enforceable by anyone not a party to this MOU.
- F. All commitments made by EPA in this MOU are subject to the availability of appropriated funds. Nothing in this MOU, in and of itself, obligates EPA to expend appropriations or to enter into any contract, assistance agreement, interagency agreement, or incur other financial obligations that would be inconsistent with Agency budget priorities. Landmark College waives any claim for compensation for services rendered to EPA in connection with any activities it carries out in furtherance of this MOU. This MOU does not exempt Landmark College from EPA policies governing competition for assistance agreements. Any transaction involving reimbursement or contribution of funds between the parties to this MOU will be handled in accordance with applicable laws, regulations, and procedures under separate written agreements.

VI. Intellectual Property

The parties agree that any copyrightable subject matter, including but not limited to journal articles, training, educational or informational material or software, created jointly by the parties from the activities conducted under the MOU may be copyrighted by Landmark College. Further, if Landmark College intends to disseminate the work(s) outside of the United States, Landmark may secure copyright to the extent authorized under the domestic laws of the relevant country. Landmark College hereby grants to the Federal Government a royalty-free, worldwide, nonexclusive, irrevocable right to reproduce, distribute, publish, display or perform the work(s) publicly, to make derivative works and, in regard to all of the above-referenced uses, to authorize others to do the same on its behalf following review for accuracy by Landmark College.

VII. Duration of Agreement, Amendments or Termination

- A. This MOU is to take effect upon the signature of the parties and remain in effect for a period of 5 years.
- B. This MOU may be extended or modified at any time per the mutual written consent of the parties.
- C. A party may terminate participation in this MOU at any time by providing written notice to the other party at least ninety (90) days in advance of the desired termination date.
- D. Obligations under section VI. Intellectual Property shall survive termination of this MOU.

VIII. Points of Contacts

The following individuals are designated points of contact for this MOU:

EPA Region 1:

Brenda Escobar, Equal Employment Specialist, Civil Rights Program
Office of the Regional Administrator (ORA)
Tel: 617-918-1186
Email: Escobar.Brenda@epa.gov

Landmark College:
Jan Coplan
Director of Career Connections
Landmark College
Tel: 802 387-7175
Email: jancoplan@landmark.edu

IX. Signed

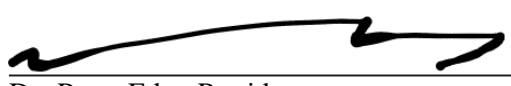
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Date: 2023.06.07
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David Cash
Region 1 Administrator
EPA

Date



Dr. Peter Eden President
Landmark College

05/31/2023

Date

Signature Certificate



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