Memorandum of Understanding
Between
The U.S. Department of the Interior
And
The U.S. Department of Education

To maximize the use of Federal Lands and Resources in Enhancing Educational Opportunities for the American Public

I. PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to establish a formal, long-term relationship for coordination and collaboration between the U.S. Department of the Interior (DOI) and the U.S. Department of Education (ED) to pursue common educational goals for the benefit of all Americans.

II. BACKGROUND

Since 1849, the DOI's mission has been to protect and manage the Nation's natural resources and cultural heritage; provide scientific and other information about those resources; and honor our trust responsibilities and special commitments to American Indians, Alaska Natives, and affiliated Island Communities. The DOI manages the nationally owned public lands, waters, and other natural and cultural resources for which it is responsible. The DOI is committed to providing opportunities for teachers and students to use national parks, refuges, and other public lands and resources to teach and learn about the interconnections of human culture and nature, natural systems, America's diverse heritage, and the principles of democracy.

Established in 1980, ED's mission is to promote student achievement and preparation for global competitiveness by encouraging educational excellence and ensuring equal access to educational opportunities. ED's employees and budgetary resources are dedicated to:

- Establishing policies on Federal financial aid for education, and distributing as well as monitoring those funds;
- Collecting data on America's schools and disseminating research;
- Focusing national attention on key educational issues; and
- Prohibiting discrimination and ensuring equal access to education.

The report to the President, *America's Great Outdoors: A Promise to Future Generations*, produced and submitted to the President by DOI, calls on the DOI to work with ED to promote youth awareness

of nature and improve environmental literacy, support place-based experiential learning, and form partnerships with local communities and others to conserve public lands. This MOU implements several of the public's recommendations contained in the *America's Great Outdoors* report.

III. AUTHORITIES

- Public Lands, Federal Land Policy and Management Act (43 U.S.C. §§ 1701 *et seq.*);
- National Park Service Organic Act (16 U.S.C. §§ 1 *et seq.*);
- Public Land Corps Act of 1993 (16 U.S.C. § 1721 et seq.);
- Youth Conservation Corps Act of 1970 (16 U.S.C. § 1701 et seq.);
- Take Pride in America Act (16 U.S.C. §§ 4601-4608);
- National Wildlife Refuge System Improvement Act (16 U.S.C. § 668dd);
- Secretary of the Interior Order No. 3286, Amendment No. 1; and
- Department of Education Organization Act (DEOA) (P.L. 96-88, Sections 415 and 419, codified at 20 U.S.C. §3475, 3479).

IV. STATEMENT OF MUTUAL BENEFITS

The DOI and ED will seek to leverage their respective strengths to achieve mutual educational goals. Where appropriate and subject to applicable laws, regulations, and availability of funding, DOI and ED will develop joint initiatives to further the purpose and objectives of this MOU, including by taking the specific implementation actions described below.

1. Support Professional Development

Using DOI lands, resources, experiences, and personnel, the DOI may offer both in-service and pre-service professional development opportunities (including workshops, in-depth subject-matter seminars, and summer employment opportunities) for teachers and other educators. Through its relationships with state educational agencies, local school districts, and colleges and universities, ED can assist DOI employees, including Bureau of Indian Education (BIE)-funded schools, and partners who serve as educators in the classroom and on public lands and as resources in developing a range of teaching and classroom skills.

The DOI will endeavor to use DOI lands, resources, experiences, and personnel to provide pre-service and in-service professional development opportunities for teachers and other educators in order to improve teaching skills and develop deeper levels of subject-matter expertise, with a special emphasis on those who work in, or will work in, Title I, rural, and other high-need schools.

ED will commit to encourage ED grantees funded under the Teaching American History program to partner with DOI units, offices, and BIE-funded schools in order to enrich professional development offerings of those units, offices, and schools.

Support a Well-Rounded Education

President Barack Obama has called for expanded investment in teaching and learning in all academic content areas, including science, technology, engineering, and mathematics (STEM subjects), civics

and government, history, and environmental education. Instructional activities on DOI lands can integrate these subject areas with one another, make learning tangible, and enhance schools' ties to their communities. Further, as schools find it harder to provide sufficient opportunities for exposure to physical fitness activities, DOI lands provide excellent places, programs, access to unique physical environments, and opportunities to help youth become more physically active. Locally connected, hands-on, and well-rounded education can enhance student engagement and in turn lead to improvements in student performance and graduation rates.

The Department of the Interior will endeavor to:

a. Assist and provide leadership in educating and engaging the next generation in order to help prepare them for possible public land and water conservation and restoration careers.

b. Provide technical assistance and outreach services to schools interested in moving toward ED's Green Ribbon Schools' goals of promoting school environmental health and student environmental literacy.

c. Facilitate program partnerships with grantees of ED's Teaching American History program by developing curricula and other educational materials regarding significant people, places, and events in U.S. history.

d. Cosponsor with ED a summit on issues related to the goals of this MOU.

e. Identify opportunities to share resources that increase DOI education program capacity and address ED student goals, and improve classroom performance across subject areas.

The Department of Education will endeavor to:

a. Encourage Mathematics and Science Partnerships program subgrantees to partner with their local national parks and BIE-funded schools in order to help improve the content knowledge of teachers and the performance of students in STEM subjects.

b. Encourage Teaching American History grantees to partner with DOI and BIE-funded schools to help prepare teachers to teach about significant people, places, and events in U.S. history.

V. ADMINISTRATIVE PROVISIONS

IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

The Agencies will:

1. Each designate a liaison to facilitate ongoing communication and coordination.

2. Meet annually, or as needed, to discuss and reach consensus regarding activities that they will carry out to meet the purpose and objectives of this MOU, and identify outcomes of the activities carried out as a result of this MOU.

3. Develop office- or bureau-level specific agreements.

Nothing in the agreement may be construed to obligate the DOI or ED or the United States Government to any current or future expenditure of resources in advance of the availability of appropriations from Congress. Nor does this agreement obligate DOI or ED or the United States Government to spend funds on any particular project or purpose, even if funds are available.

This MOU is neither a fiscal nor a funds-obligation document. Any endeavor or transfer of anything of value involving reimbursement or contribution of funds between or among the Agencies will be handled in accordance with applicable laws, regulations, and procedures, including those for Government procurement and printing. Such endeavors will be outlined in separate agreements or contracts that shall be made in writing by representatives of the Agencies and shall be independently authorized by appropriate statutory authority. This MOU does not provide authority to transfer anything of value involving reimbursement or contribution of funds between or among the Agencies. Any contract or agreement for training or other services must comply with all applicable requirements for competition.

The parties will comply with the Federal Advisory Committee Act to the extent it applies.

ED will obtain prior approval from DOI of all press releases, advertisements, or other statements intended for the public that refer to this agreement or to the DOI or its bureaus, or the name or title of any employee of DOI in connection with this agreement.

The DOI will obtain prior approval from ED of all press releases, advertisements, or other statements intended for the public that refer to this agreement or to ED or its offices, or the name or title of any employee of ED in connection with this agreement.

Modification within the scope of this MOU will be made by mutual consent of the Agencies, by the issuance of a written modification, signed and dated by the Agencies, prior to any changes being implemented.

Each party may terminate this MOU by providing the other party with thirty (30) days advance written notice. In the event that one party provides the other party with notice of its intention to terminate, the parties will meet promptly to discuss the reasons for the notice and to try to resolve their differences.

Additional Federal agencies may join in this MOU by notifying the Agencies in writing and then committing to this MOU.

TERM OF AGREEMENT

This agreement shall be executed as of the date of the last signature and shall remain in effect as written for a period of four years, with an option to renew, unless terminated or otherwise amended by mutual written agreement.

KEY OFFICIALS

Key officials are essential to ensure maximum coordination and communication among the parties regarding the work being performed. They are:

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SIGNATURES

IN WITNESS WHEREOF, the parties hereto executed this Memorandum of Understanding on the date(s) set forth below.

Ken Salazar
Secretary
U.S. Department of the Interior

FEB 08 2012
Date

Arne Duncan
Secretary
U.S. Department of Education

FEB 08 2012
Date