## MEMORANDUM OF UNDERSTANDING BETWEEN THE SELECTIVE SERVICE SYSTEM AND U.S. DEPARTMENT OF THE INTERIOR

## I. PURPOSE

This Memorandum of Understanding (MOU) is a provisional agreement between the Sclective Service System (SSS) and the United States Department of the Interior (DOI) to potentially place conscientious objectors assigned to alternative service work with DOI in the event of a reinstatement of the draft. Placement of Alternative Service Workers (ASWs) in appropriate service activities within DOI will meet the legal obligation of the Director of Selective Service to place such ASWs in work that benefits the Nation's health, safety, and interests.

This MOU is made and entered into by the SSS and the DOI under the provisions of 50 U.S.C. 3806(j); and 32 CFR Part 1656, as applicable.

This provisional agreement will be supersceed by the "Employer Agreement", as required by 32 CFR 1656.8, signed by the DOI and SSS, if a draft is reinstated.

## II. **RESPONSIBILITES**

Selective Service System will administer the Alternative Service Program in accordance with the Military Selective Service Act and its Alternative Service Regulations. It is understood by both parties that this agreement is subject to the terms of SSS Alternative Service Regulations (32 CFR Part 1656).

A. SSS will:

- Assign ASWs for appropriate employment within 30 days;
- Provide transportation when necessary for all ASWs from their residence to their places of employment and return upon completion of their terms of service;
- Designate at least one SSS officer for liaison dutics in coordination with DOI;
- Provide for emergency medical care only;
- Reimburse DOI upon receipt of authorized invoices for expenses incurred in accordance with funding provisions of this agreement (e.g., transportation or medical care provided that normally SSS is required to provide); and
- Reassign promptly any ASW who fails to serve in accordance with this agreement.

- B. U.S. Department of the Interior will:
  - Comply with applicable passages of Title 32, Section 1656.7, of the Code of Federal Regulations (Employer Responsibilities), which requires all ASW cmployers to:
    - Comply with the employment agreement with SSS;
    - Provide a clear statement of duties, responsibilities, compensation, and employee benefits to the ASW;
    - Provide full-time employment for ASWs;
    - Assure that wages, hours and working conditions of ASWs conform with applicable Federal, state and local laws;
    - Provide adequate supervision of ASWs in their employment; and
  - Provide non-discriminatory treatment of ASWs during their employment.
  - Fix a ceiling on the number of ASWs it will accept;
  - Provide ASWs assigned to DOI work that is mutually agreed upon by DOI and SSS;
  - Reserve the right to prescribe reasonable standards of ASW (employee) conduct to prohibit offensive, immoral, or disruptive behavior as agreed to by SSS and DOI;
  - Report to SSS the name of any ASW who fails to serve in accordance with this or other agreements.

## III. TERMINATION OF AGREEMENT

This agreement may be terminated at any time by SSS in accordance with law and regulations and by DOI on a 90-day notice for cause. This provisional agreement will be reviewed every 36 months from acceptance by both parties; modifications may be accepted at any time by mutual agreement. This provisional agreement is entered into between the Selective Service System and U.S. Department of the Interior on the 23<sup>rd</sup> day of June, 2023.

For the Selective Service System

Mr. Joel C. Spangenberg Director (Acting)

For the Department of the Interior

Mr. Mark Green Deputy Assistant Secretary Chief Human Capital Officer WDate: 6/23/2023