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MEMORANDUM OF UNDERSTANDING
BETWEEN
THE OFFICE OF THE UNDERS SECRETARY OF DEFENSE FOR PERSONNEL AND READINESS,
U.S. DEPARTMENT OF DEFENSE AND
SKILLBRIDGE PROVIDER

This Memorandum of Understanding (MOU) is between the Office of the Under Secretary of Defense for Personnel and Readiness (USD(P&R)) of the U.S. Department of Defense (DoD) and

U.S. Army Corps of Engineers _____ and _____

hereinafter referred to collectively as the "Parties."

1. BACKGROUND: The DoD SkillBridge Program provides a structured pathway for eligible and authorized Service members to participate in job training and employment skills training, including apprenticeships and internships, within 180 days of separation from active-duty service to help prepare for employment in the civilian sector. The Military-Civilian Transition Office (MCTO), under the authority of the USD(P&R), executes a Memorandum of Understanding (MOU) with public and private organizations who then host SkillBridge programs in accordance with the rules, parameters, procedures, and responsibilities outlined in the MOU.

2. AUTHORITIES:

2.1. DoD Instruction (DoDI) 1322.29, "Job Training, Employment Skills Training, Apprenticeships, and Internships (JTEST-AI) for Eligible Service members," 24 January 2014. Incorporating Change 1, Effective May 5, 2020

2.2. DoDI 1332.35, "Transition Assistance Program (TAP) For Military Personnel," 26 September 2019

2.3. DoDI 1344.07, "Personal Commercial Solicitation on DoD Installations," 30 March 2006

2.4. DoDI 1000.15, "Procedures and Support for Non-Federal Entities Authorized to Operate on DoD Installations," 24 October 2008

2.5. 51 U.S. Code § 20113 – Powers of the Administration in performance of functions

2.6. 10 U.S. Code § 1143 - Employment assistance

2.7. 5 U.S. Code § 2301 – Merit system principles

3. PURPOSE: This MOU establishes rules, parameters, procedures, and responsibilities for the SkillBridge Program parties.

4. UNDERSTANDING OF THE PARTIES:

4.1 The MCTO will:

4.1.1 Support authorized DoD SkillBridge organizations access on installations under the Department's authority in accordance with installation access protocol.

4.1.2 Provide public information to Service members about the availability, locations, and training opportunities of DoD SkillBridge programs and appropriate resource information on authorized DoD SkillBridge organizations.

4.1.3 Enforce policy that ensures participating Military Departments validate Service members' eligibility to participate and that they have received approval to participate from their first field grade commander, (O-4 and

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above), in the Service member's chain of command, who is authorized to impose non-judicial punishment under 10 U.S.C. 815, Article 15, also known as the Uniform Code of Military Justice (UCMJ).

4.1.4 Institute policy for Military Departments to authorize designated SkillBridge training locations as the place of duty for participating Service members with the understanding that a member's participation in the program may be terminated at any time, based on mission requirements, the member's conduct, and/or other Service needs.

4.1.5 Conduct a U.S. State business records authentication check. Authorized SkillBridge organizations must remain in good standing for this MOU to remain valid. Foreign-owned educational or commercial institutions, or businesses registered with a U.S. State may be eligible to participate in SkillBridge. Foreign-owned educational or commercial institutions, or businesses owned, operated, or controlled by a foreign government, or foreign government entities, are not eligible for participation. The entities listed here qualify as an emolument because such entities are viewed as an extension of the foreign government.

4.1.6 Verify DoD SkillBridge providers are established as a business for a minimum of three years (exceptions: federal agencies, state and local government); associated training cost (if any) are not imposed on the Service member by the authorized SkillBridge organization prior to determination of approval; and training plans are reviewed and approved for SkillBridge opportunities prior to being publicly shared.

4.1.7 Resolve Military Departments escalated formal complaints to uphold the integrity and equitable operation of the DoD SkillBridge program.

4.2 The SkillBridge authorized organization will:

4.2.1 Accept at least the minimum number of SkillBridge candidates annually based on organizational size. Minimum requirement:

- Small business organization with 200 or fewer employees –
  - at least 1 candidate per year;
- Midsize business organizations with more than 200, but less than 400 employees –
  - at least 2 candidates per year;
- Midsize Business organizations with more than 400, but less than 600 employees –
  - at least 3 candidates per year; and
- Large business organizations with more than 600, but less than 1000 employees –
  - at least 4 candidates per year;
- Large business organizations with over 1000 employees –
  - at least 5 candidates per year.

4.2.2 Ensure a minimum of suitable, available full-time positions equal to or exceeding the number of participating service members at any given time. Federal and local government agencies aim to ensure a minimum of suitable, available full-time positions, utilizing special hiring authorities (as applicable) in accordance with the federal merit system principles, equal to or exceeding the number of participating Service members.

4.2.3 Provide eligible Service members with on-the-job training (OJT), employment skills training, pre-apprenticeship, apprenticeship, or internship opportunities to enrich professional development experiences with competence-based employment skills, knowledge, or abilities directly linked to job opportunities in the civilian workforce and meet the below objectives:

4.2.4 Improve the Service member’s competency levels (i.e., knowledge, skills, and abilities) and broaden the range of their competencies by building upon the occupational skills acquired during military service.

4.2.5 Improve or provide skills unrelated to the occupational skills acquired during military service but related to the successful performance of a civilian occupation identified by the Service member as their post-transition goal for civilian employment upon separation.

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4.2.6 Refine or enhance skills acquired during military service by redirecting skills that were acquired initially with a focus on the military mission toward related skills that are required to successfully perform occupations in the civilian workforce to increase the post-employment opportunities for transitioning Service members.

4.2.7 Ensure employment skills training, pre-apprenticeship, apprenticeship, or internship opportunities are not offered as virtual asynchronous only; online opportunities must include virtual synchronous (i.e., live person-led) training and/or a hybrid with in-person sessions. Asynchronous training (if any) will be less than 50% of the length of the training.

4.2.8 Screen and select Service member candidates for participation based on self-initiated interest; ensure candidates have their Military Department's authorization before starting the SkillBridge program.

4.2.9 Ensure that outside of subsistence, lodging, and home-station to program location travel costs, participating Service members do not incur direct financial costs directly or indirectly related to program administration and delivery (e.g., training fees, training materials, equipment, uniforms, certifications, licensure). At the sole discretion of the Service member, program administration and delivery costs can or may be covered by the Service member's VA GI Bill benefits when said costs qualify for the same and are specifically and clearly identified by the SkillBridge provider in their SkillBridge application. At their sole discretion, the SkillBridge provider may subsidize or reimburse any or all subsistence, lodging, and home-station to program location travel costs if said subsidy or reimbursement is offered to all similar training participants without regard to military affiliation and specifically and clearly identified by the SkillBridge provider in their SkillBridge application.

4.2.10 Ensure Service members who successfully complete the SkillBridge program have a high probability of immediate post-service suitable employment. High probability of employment is defined as 75% or higher of Service members who successfully complete the program receive a qualifying offer of immediate post-service suitable employment with an 85% or higher offer rate as the Key Performance Indicator (KPI) goal. Federal, state, and municipal agencies are exempt from the 75% KPI. Federal, state, and municipal agencies will consider offering post-service suitable employment for open positions to Service members who successfully complete their SkillBridge program, are eligible for special hiring authorities, and meet the minimum qualifications of the position according to federal merit system principles, or equivalent state and municipal requirements.

4.2.11 a. Provide neither compensation nor gifts to Service members for services performed while participating in the program.

b. The Emoluments Clause prohibits receipt of consulting fees, gifts, travel expenses, honoraria, or salary by all active and retired military personnel, officer and enlisted, Regular and Reserve, from a foreign government unless Congressional consent is first obtained. Consent is provided by Congress in 37 U.S.C. § 908, which requires advance approval from the relevant Service Secretary and the Secretary of State before accepting employment, consulting fees, gifts, travel expenses, honoraria or salary from a foreign government.

c. Domestic Partnerships participating as an authorized SkillBridge organization may not distribute partnership profits to participants or to retired personnel that do not comply with the Emoluments Clause. The Emoluments Clause may apply to monies they receive through employment with a domestic partnership or a limited liability company, such as a law firm or consulting business. This is so even if the foreign government is not one of the retiree's clients. Accepting a share of partnership profits that is derived from the partnership's representation of a foreign government is considered an emolument, even if the retiree did not provide direct services to the foreign government client.

4.2.12 Coordinate with MCTO on matters of participant compliance with other restrictions on acceptance of compensation and gifts, and other ethics rules applicable to Service members as expressed in the criminal conflict of interest statutes (18 U.S.C. §§ 201-209), the Standards of Conduct for Employees of the Executive Branch (5 C.F.R. 2635), and the Joint Ethics Regulation (15 May 2024).

4.2.13 Ensure opportunity does not create a conflict of interest for the Service member, as defined in DoDI 1332.35 or other guidance provided by the Military Departments.

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4.2.14 Ensure all information provided on the DoD SkillBridge website, including the status of active recruitment, details about training programs, and points of contact, is kept up to date and accurately reflects the current opportunities and conditions of their SkillBridge offerings.

4.2.15 Submit a request for approval of any new elements or programs to add to their DoD SkillBridge offerings, accompanied by a detailed training plan for each change. This plan should outline the objectives, structure, duration, and expected outcomes of the training, ensuring alignment with the SkillBridge program's goals and standards.

4.2.16 Appoint a representative to maintain continuing liaison with MCTO, the Military Departments, and military installation SkillBridge managers.

4.2.17 Assume overall responsibility for the execution of its SkillBridge program, both on and off participating military installations, as applicable.

4.2.18 Provide a structured and safe training environment for Service members that fully complies with all applicable labor, employment, and workplace safety laws, regulations, and standards to ensure a secure and productive learning experience.

4.2.19 Notify the appropriate Military Department, SkillBridge installation liaison, or command approving authority immediately upon discovery of any attendance issues, disciplinary concerns, or injuries relating to a Service member who is a SkillBridge participant.

4.2.20 Conduct a program feedback survey with Service member SkillBridge program participants and work with designated Military Department installation representatives to address any program concerns and, if necessary, to provide final outcomes to USD(P&R).

4.2.21 Upon request, provide MCTO outcome data on the salary, hire and retention rates to include percentage of immediate hire employment offers.

4.2.22 At a minimum, provide program participation data at 90-, and 180-day post-program employment or at the request of MCTO. At a minimum, data will include the number of participants accepted into the program, their Military Service association, the number of participants who complete the program, the number of participants offered qualifying employment, the number of participants who accepted qualifying employment, the industry of the employment offer, and their starting salary offer.

4.2.23 Not suggest or imply official DoD or Military Department sanction or endorsement of their organization's products or services because of participation in the SkillBridge program or otherwise.

4.2.24 Inform the respective Installation Public Affairs Office (PAO) when any local or regional media coverage is expected relating to the SkillBridge program and MCTO when national media coverage is expected. Include all materials intended for use in connection with such coverage in the notification to the respective Installation PAO and MCTO in the case of national media coverage. This requirement does not include communications conducted solely through their own marketing or social media platforms.

4.2.25 Only use the DoD SkillBridge name and logo as an approved SkillBridge provider in conjunction with DoD authorized provider programs. Approved use includes provider informing audiences of their participation in the program on websites and resource material used to support the DoD SkillBridge participants. The provider will include a disclaimer in each case to avoid the appearance of DoD endorsement of their products or services. All other proposed uses must be approved by MCTO. The DoD SkillBridge name and logo may not be used for commercial use, such as for-profit activities or advertisement of business, services, or products, or to imply endorsement of the provider by the DoD.

4.3 DoD SkillBridge authorized Third Party Providers (i.e., organizations facilitating SkillBridge opportunities (compensated or not) on behalf of another line of business within their agency or with external employers)

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N/A will:

4.3.1 Manage and coordinate SkillBridge opportunities on behalf of employers or providers (e.g., federal, state, or private sector business) who are in good standing with U.S. state oversight.

4.3.2 Maintain regular communication with Service members who are SkillBridge program participants and their host employers.

4.3.3 Report, list, and account for all employers being hosted under the organizations umbrella.

4.3.4 Ensure that every employer or organization sponsored, has separate and distinct DoD SkillBridge MOU for MCTO accountability.

4.4 Federal and state recognized tribal nations, as sovereign and self-governing, will oversee and approve SkillBridge activities conducted within their jurisdiction in alignment with the UCMJ, applicable ethics requirements for Service members, and DoD SkillBridge program guidelines.

5. GENERAL PROVISIONS:

5.1 POINTS OF CONTACT. The following points of contact (POCs) will be used by the Parties to communicate the implementation of this MOU. Each Party may change its POC upon reasonable notice to the other Party.

5.1.1. For the Office of the USD(P&R) –
DoD SkillBridge Program
Military -Civilian Transition Office, Suite 05E22
4800 Mark Center Drive
Alexandria, VA 22350-4000

Ashlie Jenkins USACE Recruiter
441 G St, NW

Washington, DC 20314-1000

5.2. CORRESPONDENCE. All official correspondence should be conducted through the DoD SkillBridge website at: https://skillbridge.osd.mil/contacts.htm

5.3 REVIEW AND MODIFICATION OF MOU: This MOU will be in its entirety biannually for nonfederal entities and triennially for federal and local government entities, and updates will be initiated, as required. This MOU may only be modified by the written consent of the Parties, duly signed by their authorized representatives.

5.4 FUNDS AND MANPOWER: This MOU does not document nor provide for the exchange of funds or manpower, other than participating Service members, between the two parties nor does it make any commitment of funds or resources.

5.5 DISPUTES. Any disputes relating to this MOU will, subject to any applicable law, Executive orders, Directives, or Instructions, be resolved by consultation between the Parties in accordance with DoDI 4000.19 “Support Agreements”.

5.6 NONENDORSEMENT: In accordance with the Joint Ethics Regulation, DoD is prohibited from endorsing or implying that it will endorse any nonfederal entity, event, product, service or enterprise. The Parties recognize that this agreement does not constitute DoD endorsement of

U.S. Army Corps of Engineers and _____
or any of its products or services.

5.7 TRANSFERABILITY. This MOU is not transferable except with the written consent of the Parties.

5.8 TERMINATION OF UNDERSTANDING. This MOU may be terminated in writing at will by either Party with 90 days written notice to the other Party. The DoD may terminate this MOU without written notice if DoD determines, in its sole discretion, that it is no longer able to meet the terms of this MOU based on military operational

Docusign Envelope ID: 9D48F65F-B2A5-4B28-A8F9-758DDD7B3E57

requirements or national emergency. The DoD may terminate this MOU without written notice if DoD determines, in its sole discretion, that the SkillBridge provider, or any of its partners or subsidiaries operating under this agreement, fail to comply with the terms of this MOU. The DoD may terminate this MOU without written notice if DoD determines, in its sole discretion, that the SkillBridge provider, or any of its partners or subsidiaries operating under this agreement, commits ethical violations, demonstrates non-compliance with program requirements, fails to adhere to its own training plan, or if grievances from DoD SkillBridge participants regarding the provider's operations, conduct, or workplace environment are validated.

5.9 SERVICE MEMBER RELEASE FROM SKILLBRIDGE OPPORTUNITY: Either the DoD or the SkillBridge Provider may release a Service member from the Program if, in the opinion of either party, the Service member is not actively and satisfactorily participating with the provided training. The DoD may release a Service member from placement with U.S. Army Corps of Engineers and _____ if it determines that the Service member is not being utilized by the SkillBridge Provider consistently with the goals of the Program. Prior to releasing the Service member, DoD and SkillBridge Provider shall confer and try to resolve the issue(s), short of release of Service member from the Program. However, each party retains ultimate right to end the Program after consultation with the other party.

5.10 CONSENT TO IDENTIFICATION: Neither party shall use the other party's name outside their organization without the other party's express written consent, which consent shall not be unreasonably withheld or delayed.

5.11 ENTIRE UNDERSTANDING. It is expressly understood and agreed that this MOU embodies the entire understanding between the Parties.

5.12 EFFECTIVE DATE: This MOU takes effect beginning on the day after the last Party signs.

5.13 EXPIRATION DATE. This MOU expires on December 3, 2028.

AGREED:

Name Elizabeth Ryan (Lisa) Griffin

Signed by: Elizabeth Ryan (Lisa) Griffin
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Signature

Title/Position Director of Human Resources

10/15/2025

Date

For the SkillBridge Program Office

Name Teresa Daniels

Signed by: Teresa Daniels
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Signature

Title Management Analyst

12/4/2025

Date