




U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-5000

JAN 4 2014

ASSISTANT SECRETARY FOR
PUBLIC AND INDIAN HOUSING

MEMORANDUM FOR: Lourdes Castro Ramirez, Principal Deputy Assistant Secretary, Office
of Public and Indian Housing, P

FROM:  Dominique Blom, Deputy Assistant Secretary, Office of Public Housing and
Investments, PI

SUBJECT: Memorandum of Understanding (MOU) between U.S. Department of Housing and
Urban Development (HUD) and Learning for Life (LFL) to connect HUD and
Public Housing Authorities (PHAs) to educational resources and opportunities
offered by LFL to increase the participation of youth and young adults in the
career program fields offered by LFL's Exploring program.

This memorandum requests your signature on the attached MOU between HUD and LFL which aims to increase the number of low income young people participating in LFL's career-oriented Exploring programs. Exploring is a community-based education program for young men and women between the ages of 14-21, and is based on a unique and dynamic relationship between youth and the organizations in their communities. Local community organizations initiate an Explorer post by matching their people and program resources to the interests of young people in the community. The result is a program of activities that helps youth pursue their special interests, grow, and develop sustainable careers. Program activities include training curriculum for 12 career paths: Arts & Humanities; Aviation; Business; Communications; Engineering & Technology; Fire & Emergency Services; Health; Law Enforcement; Law & Government; Science; Skilled Trades; and Social Services.

Specifically, this MOU will focus on joint efforts between HUD and LFL to create local PHA Exploring partnerships, and bring career education opportunities to more young men and women through the community organizations that currently utilize Exploring.

This MOU stemmed from a HUD meeting held on April 10, 2015 between HUD Secretary Julián Castro, LFL National Director, Marty Walsh, and other HUD staff members, and a series of follow up discussions that explored a partnership that would coordinate local LFL opportunities within public housing communities. The MOU aligns with HUD's strategic goal of using housing as a platform for improving educational outcomes and employment opportunities for families, and includes HUD's Office of General Counsel's guidance and concurrence.

If there are questions, please contact me or Maria-Lana Queen on extension 4890.

Attachment

cc: Francis A. Gonzalez
Lee Ann Richardson

MEMORANDUM OF UNDERSTANDING

Between

THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
And

LEARNING FOR LIFE

Regarding

PROMOTING EXPLORING PROGRAM OPPORTUNITIES

I. PURPOSE

This Memorandum of Understanding (MOU) establishes an agreement between the United States Department of Housing and Urban Development (HUD) and Learning for Life (LFL) for the purpose of defining their roles and responsibilities related to connecting HUD and HUD-funded Public Housing Authorities (PHAs) with the education resources and opportunities offered by LFL to increase the participation of young men and women in the career program fields offered by LFL's Exploring program.

II. AUTHORITY

Section 501 of the Housing and Urban Development Act of 1970 (12 U.S.C. §1701z-1) authorizes HUD to undertake research projects relating to the programs and mission of the Department.

III. MUTUAL INTERESTS AND OBJECTIVE

HUD is a duly formed United States executive department. HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. HUD is working to strengthen the housing market to bolster the economy and protect consumers; meet the need for quality affordable rental homes; utilize housing as a platform for improving quality of life; build inclusive and sustainable communities free from discrimination, and transform the way HUD does business. HUD's Office of Public and Indian Housing (PIH) is entering into this MOU because the partnership supports PIH's mission pertaining to *creating opportunities for residents' self-sufficiency and economic independence*.

LFL is a 501(c) (3) non-profit organization. LFL is distributed through over 280 local offices throughout the United States. Exploring is a program of Learning for Life that currently has 6,000 Exploring posts with 100,000 youth participants. The Exploring program has hands-on career development programs for young men and women, from grades 6 through age 21, that are organized and delivered by community based organizations and supported by local offices and staff.

This MOU will focus on joint efforts between HUD and LFL to provide youth and young adults with opportunities to pursue career pathways, vocational training, access to local tools and resources through local PHA recruitment efforts, as well as positive law enforcement interaction with residents. Together, the Parties desire to bring career education to more young men and women through the community organizations that utilize Exploring and serve youth from many ethnic groups.

IV. CONTRIBUTIONS OF THE PARTIES

In order to effectuate the objective of this MOU, HUD intends to take the following steps:

1. Attend meetings that support the partnership.
2. Provide LFL with access to HUD-funded PHAs local office leadership listings.
3. Share LFL opportunities with HUD-funded PHAs including but not limited to:
 - i. Exploring program;
 - ii. Curriculum based Learning for Life programs; and
 - iii. Other news, events and opportunities that may be of interest to HUD and PHAs.

In order to effectuate the objective of this MOU, LFL intends to take the following steps:

1. Provide HUD with access to LFL local office leadership listings.
2. Include HUD in LFL promotions specifically:
 - i. Support HUD-funded PHAs in implementing Exploring programs via phone calls/webinars with the LFL staff.
3. Connect HUD-funded PHAs with local LFL offices and staff to collaborate with HUD to publicize outcomes of this partnership including:
 - i. Successful PHA-hosted Exploring programs.

V. EXPENSES OF EACH PARTY

Each Party to the MOU will bear its own expenses in connection with the preparation, negotiation, and execution of the MOU, and neither Party shall be liable to the other Party for such expenses.

Nothing in this Memorandum constitutes an obligation of Federal funds, nor does this Memorandum give rise to a legally cognizable partnership or joint venture. Each Party to this agreement agrees to bear its own costs in carrying out its responsibilities. Additionally, no Party shall be authorized to bind the other without prior written consent.

VI. INFORMATION SHARING, PUBLICITY, EVENTS, ENDORSEMENT

1. Information Sharing

In the course of fulfilling their obligations under this MOU, the Parties may exchange information generated by themselves or by others. HUD may provide publicly available

information to LFL, but HUD has no intention of providing information not publically available, or personally identifiable information (PII).

Any privileged or confidential information HUD receives from LFL, such as proprietary trade secrets or business information, will be kept confidential and not disclosed to the public to the extent that it is determined to qualify for exemption from disclosure under the Freedom of Information Act (FOIA) at 5 U.S.C § 552, the HUD regulations implementing FOIA at 24 C.F.R. Part 15, and the Trade Secrets Act at 18 U.S.C. § 1905. Upon receipt by HUD of a request under FOIA for any confidential information furnished to HUD by LFL, HUD will, to the extent required by applicable law and regulations, consult with LFL before HUD determines whether such information is exempt from disclosure.

2. Publicity

The Parties will coordinate all public statements and other disclosures with regard to the MOU. No Party to the MOU may enter into any publicity regarding the MOU unless the Parties consult in advance on the form, timing, and contents of any such publicity, announcement, or disclosure. LFL must consult HUD before using the Department's name or seal in any publicly disseminated information or third-party communication.

3. Events

LFL will not use the name of HUD or any of its components, except in factual publicity for a specific event. Factual publicity includes dates, times, locations, purposes, agendas, fees and speakers involved with an event. Such factual publicity shall not imply that the involvement of HUD serves as an endorsement of the general policies, activities or products of LFL. Where confusion could result, publicity should be accompanied by a disclaimer to the effect that no endorsement is intended. LFL will clear all publicity materials for the event with HUD to ensure compliance with the paragraph.

4. Endorsement

LFL shall not use or permit the use of its partnership with HUD to endorse any product, service or enterprise. Any publicity regarding this partnership should refrain from inappropriately endorsing any third parties. LFL will make reasonable efforts, subject to HUD review, to segregate any incidental promotional activity from the main objectives of this partnership. Further, LFL will ensure that any materials and any other factual publicity (e.g. dates, times, locations, purposes, agendas) do not imply or express HUD's endorsement of LFL's general policies, activities or products.

VII. STATEMENT OF NON-BINDING OBLIGATION AND NO FINANCIAL COMMITMENT

1. This MOU is an expression of intent only. Each of the Parties will act as an independent Party with respect to the performance of its duties under the MOU. The MOU does not

obligate and will not result in an exchange of funds, personnel, property, services, or any kind of financial commitment. It will not result in a transfer of resources between the Parties.

2. Except as may expressly be provided in this Memorandum, no right, property, license, permission, or interest of any kind in, or to the use of, any trademark, trade name, logo, insignia, or device owned by either Party is, or is intended to be, given, assigned or otherwise transferred to either Party by the execution, performance, or non-performance of this Memorandum or any part thereof.
3. This Memorandum is not intended to, and does not create, any right, benefit, or responsibility, substantive or procedural, enforceable at law or equity against any Party, its agencies or instrumentalities, its officers or employees, or any other person.

VIII. DURATION OF THE MEMORANDUM OF UNDERSTANDING

This Memorandum will remain in place until terminated by either of the Parties.

IX. AMENDMENTS, TERMINATION, OR CANCELLATION OF MOU

1. This MOU may be amended only by a written agreement signed by both Parties.
2. A Party may terminate its participation in this Memorandum for any reason by providing written notice thirty (30) days in advance.
3. For purposes of this Memorandum, "written consent" includes consent provided by electronic mail, if sent by an authorized individual.

X. AGENCY CONTACTS

HUD:

Maria-Lana Queen
HUD Liaison, Federal Interagency Youth Initiatives
Office of Public and Indian Housing
Department of Housing and Urban Development
Maria-Lana.Queen@hud.gov / 202- 402-4890

LFL:

Marty Walsh
National Director
Learning for Life
Marty.walsh@lflmail.org / 972-580-2445

XI. SIGNATURES OF AGENCY OFFICIALS

United States Department of Housing and Urban Development:

BY:  DATE: 1/14/16

Lourdes Castro Ramirez
Principal Deputy Assistant Secretary, Office of Public and Indian Housing

Learning for Life:

BY:  DATE: 11/13/15

Marty Walsh
National Director, Learning for Life