

**ROSS VALLEY FIRE DEPARTMENT
STAFF REPORT**

For the meeting of March 13, 2019

To: Board of Directors

From: Jason Weber, Fire Chief

Subject: Memorandum of Agreement with U.S. Special Operations Command

RECOMMENDATION:

Authorize Fire Chief to enter into a Memorandum of Agreement with U.S. Special Operations Command to engage in a Warrior Care Internship Program.

BACKGROUND:

The USSOCOM WCP fellowship program gives active duty service members an opportunity to engage with an organization when they are approximately 3-8 months away from leaving the military, so they may develop additional skills outside of the military, network, build their resume and hopefully secure employment upon their completion of the fellowship.

As of this month service members have completed over 390 fellowships with various organizations across the nation. Since the service member is on active duty the fellowship is considered "duty at a different location" and they still have all their resources through the military including pay, medical, etc. The fellowship is unpaid and if one of our service members were to get injured during their fellowship, they would not be able to file for workman's compensation as they are employed with the Department of Defense.

Once the fellowship is identified the USSOCOM WCP-CC Transition Coordinator will forward the service member's resume to the Department to review. The Department decides if the service member is a good fit for a fellowship with the organization. If the Department is agreeable the service member will be introduced by email so a conversation and/or meeting can be arranged. If the service member is acceptable to the Department for the fellowship, the Transition Coordinator will ask them to set a start date and approximate finish date for the fellowship, along with a weekly reporting schedule (days and hours), and submit a short summary of the types of activities the service member will participate in.

I have attached two documents describing the USSOCOM WCP-CC Transition program and the fellowship program for your review. The MOA is not a contract, it is an understanding of the expectations for the fellowship.

Service members must be on active duty while participating in fellowships. The MOA is valid for three years and can be used in the future when service members in our program are interested in applying for a fellowship with the Ross Valley Fire Department.

FISCAL IMPACT:

There is no cost to enter into the proposed Memorandum of Agreement. Internships can provide highly motivated and talented individuals to assist in projects and programs within the Department, providing significant community benefit.

AGENDA ITEM # 5
Date 3/13/19

MEMORANDUM OF AGREEMENT BETWEEN
UNITED STATES SPECIAL OPERATIONS COMMAND
AND
ROSS VALLEY FIRE DEPARTMENT
FOR
WARRIOR CARE INTERNSHIP PROGRAM

This is a Memorandum of Agreement (MOA) between U.S. Special Operations Command (USSOCOM) and Ross Valley Fire Department. When referred to collectively, USSOCOM and Ross Valley Fire Department are referred to as the “Parties.”

1. BACKGROUND: The USSOCOM Warrior Care Internship Program was implemented to mutually benefit Special Operations Forces (SOF) Service Members (SMs) and their Sponsors. The Warrior Care Internship Program was designed to benefit the Sponsors by providing a recruitment tool for top leadership talent. SOF SMs embody leadership skills that exceed the skills and abilities of the civilian population due to their unique training. The Warrior Care Internship Program also provides interaction between the Intern and the Ross Valley Fire Department on projects of mutually beneficial interest. The internships benefit SMs by enabling them to develop their technical skills and business knowledge, to expand their understanding of their Sponsors, and to learn about different career paths that may be available.

2. AUTHORITIES:

2.1. Fiscal Year 2012 National Defense Authorization Act (FY12 NDAA) §551, *Employment Skills Training for Members of the Armed Forces on Active Duty Who Are Transitioning to Civilian Life*, December 31, 2011.

2.2. DOD Instruction (DODI) 1322.29, *Job Training, Employment Skills Training, Apprenticeships, and Internships (JEST-AI) for Eligible Service Members*, January 24, 2014.

2.3. Secretary of Defense Memorandum, *U.S. Special Operations Command Authority to Implement Employment Skills Training Programs under Fiscal Year 2012 NDAA*, June 29, 2012.

MEMORANDUM OF AGREEMENT (Cont.)

3. PURPOSE: The purpose of this MOA is to establish a Warrior Care Internship Program at Ross Valley Fire Department (hereinafter “Ross Valley Fire Department” or “Sponsor”) in accordance with (IAW) the provisions of FY12 NDAA Section 551. This MOA will articulate the expectations and responsibilities of USSOCOM under the USSOCOM Care Coalition (hereinafter “Care Coalition”), the Sponsor, and the individual SM participating in the Internship Program.

4. RESPONSIBILITIES OF THE PARTIES:

4.1. USSOCOM will:

4.1.1. Identify SMs for potential participation in the Internship Program based on the following criteria:

4.1.1.1. Enrollment in the USSOCOM Care Coalition;

4.1.1.2. Have at least 180 days of active duty service (note that SMs may be subject to early termination of service or discharge without USSOCOM’s knowledge);

4.1.1.3. Able to provide transportation for him or herself to and from the location of the internship.

4.1.2. Along with the Sponsor, advise the Intern of his or her responsibilities regarding participation in the Internship Program.

4.2. The Sponsor will:

4.2.1. Make any final decision about the assignment of a SM to the Sponsor as an Intern;

4.2.2. Along with USSOCOM, advise the Intern of his or her responsibilities regarding participation in the Internship program, including expected professional conduct (including dress code) and the requirement to follow the rules and standards set by the Sponsor and USSOCOM;

4.2.3. Provide the Intern meaningful professional work experience that supports the intent of the Warrior Care Internship Program, as described above. The Sponsor will make reasonable efforts to ensure the Intern is provided with exposure to varied tasks and experiences within the organization;

4.2.4. Provide quality supervision of the Intern during the Internship Program and will report periodically to USSOCOM on the Intern’s performance, as may be mutually agreed;

MEMORANDUM OF AGREEMENT (Cont.)

4.2.5. Hold USSOCOM harmless for any actions taken by the Intern arising from his or her participation in the Internship Program;

4.2.6. Provide input to USSOCOM upon completion of the Internship or as requested by USSOCOM.

4.3. Both Parties agree:

4.3.1. Internships will be scheduled for a period of up to 179 days and may be extended based on the mutual agreement of the Sponsor, USSOCOM, and the SM. USSOCOM may find it necessary to terminate the internship prior to 179 days as a result of medical discharge, reassignment, or other unforeseen reasons. USSOCOM has limited influence over the Integrated Disability Evaluation System (IDES) process;

4.3.2. The Sponsor recognizes that the SM may be required to participate in medical appointments and other activities required to complete the IDES and any other directed military duties by the SM's chain of command. All such requirements take precedence over internship duties. In such an event, the SM and/or USSOCOM will provide as much advance notice to Sponsor as possible so that the Sponsor can plan accordingly. The geographical location of the internship, including temporary travel, will be designed to facilitate the Intern completing all required appointments scheduled pursuant to the IDES, medical, and military processes;

4.3.3. There will be ongoing, open communication between the Care Coalition and the Sponsor to ensure understanding of the expectations and roles of the parties in providing a meaningful experience for the Intern;

4.3.4. Either USSOCOM or the Sponsor may dismiss the Intern from the Internship Program if, in the opinion of either party, the Intern is not meeting applicable requirements or is not being utilized consistent with the goals of the Internship Program. Prior to dismissing the Intern, USSOCOM and the Sponsor may confer and try to resolve any issue(s);

4.3.5. USSOCOM, Sponsor, and SM understand that participation in the Internship Program does not guarantee or imply that the SM will be offered a paid position with the Sponsor upon his or her release from active duty or upon completion of the Internship;

4.3.6. Consistent with Title 18, U.S. Code §205, the Intern will not act as an agent for Sponsor before any agency or department of the U.S.;

MEMORANDUM OF AGREEMENT (Cont.)

5. PERSONNEL: The Department of Defense (DOD) is responsible for paying the Interns' ongoing base salary, bonus (if applicable), and other forms of payment. In addition, the SM will remain eligible for all benefits, including workers' compensation, from DOD. The Intern will not receive any form of compensation or benefits from the Sponsor. During the course of the Internship, the Intern's place of military duty will be at Ross Valley Fire Department.

6. GENERAL PROVISIONS:

6.1. POINTS OF CONTACT (POC): The following POCs will be used by the Parties to communicate in the implementation of this MOA. Each Party may change its point of contact upon reasonable notice to the other Party.

6.1.1. For USSOCOM Care Coalition:

6.1.1.1. Primary POC: Career Transition Initiatives (CTI) Director USSOCOM Care Coalition, Office: 813-826-7544.

6.1.1.2. Alternate POC: Alternate POC: CTI Lead National Coordinator, Office: 813-826-3927.

6.1.2. For Ross Valley Fire Department:

6.1.2.1. Primary POC: Jason Weber, Fire Chief, Office: 415-473-4100

6.2. REVIEW OF AGREEMENT: This MOA will be reviewed in its entirety triennially on or around the anniversary of its effective date.

6.3. MODIFICATION OF AGREEMENT: This MOA may only be modified by the written agreements of the Parties, duly signed by their authorized representatives. Amendments to this MOA necessitated by administrative or organizational changes shall not require renegotiation of this MOA and will be implemented following coordination between the parties.

6.4. DISPUTES: Any disputes relating to this MOA will, subject to any applicable law, Executive Order, Directive or Instruction, be resolved by consultation between the Parties or IAW DODI 4000.19.

6.5. TERMINATION OF AGREEMENT: This MOA may be terminated at any time by the parties.

MEMORANDUM OF AGREEMENT (Cont.)

6.6. **ENTIRE AGREEMENT:** It is expressly understood and agreed that this MOA embodies the entire agreement between the Parties regarding the MOA's subject matter.

6.7. **EFFECTIVE DATE:** This MOA takes effect on the day after the last Party signs.

6.8. **EXPIRATION DATE:** This agreement remains in effect until terminated by either party.

6.9. **RECORDS:** There are three copies of this agreement; one copy is maintained by each party and one copy is maintained by the assigned Intern.

Agreed:

For USSOCOM

For Ross Valley Fire Department

James B. Linder
Major General, U.S. Army
Chief of Staff

Jason Weber
Fire Chief

Date

Date



USSOCOM Warrior Care Program – Care Coalition Fellowship Program Frequently Asked Questions

What is USSOCOM?

The United States Special Operations Command (USSOCOM or SOCOM) is a Unified Combatant Command that oversees Special Operations Forces from the Army, Air Force, Navy, and Marine Corps. The command is part of the Department of Defense. USSOCOM is headquartered at MacDill AFB in Tampa, FL.

What does “Special Operations Forces” mean?

Special Operations Forces are comprised of elite military service members who have been selected to receive special training and are assigned to special units. Examples include Army Rangers; Army Special Forces, known as Green Berets; Navy SEALs; Marine Special Operations; and Air Force Special Operations. SOF service members are located at military installations and medical facilities throughout the country.

What is the USSOCOM Warrior Care Program - Care Coalition?

The USSOCOM Warrior Care Program - Care Coalition (WCP-CC) is a congressionally recognized Warrior Care Program and a Commander's Program, providing non-medical advocacy and assistance to wounded, ill, and injured Special Operations Forces (SOF) service members and their families. The program was founded as a USSOCOM Commander's program under General (Ret.) Doug Brown in 2003.

What is the USSOCOM Warrior Care Program - Care Coalition Career Transition Program?

The USSOCOM WCP-CC Career Transition Program purpose is to assist service members who are exiting the military prepare for post-service careers. The support provided by the Career Transition Program consists of a Fellowship Program, Employment Assistance, and Retraining and Educational Resources. The WCP-CC Chief of Career Transition, Emily Feeley, is the primary point of contact for the WCP-CC Career Transition Initiative.

Is the USSOCOM Warrior Care Program - Care Coalition a nonprofit organization?

No, the WCP-CC is a military organization, nor are they associated with any benevolence organizations.

What is the Warrior Care Program - Care Coalition Fellowship Program?

The Fellowship Program allows active duty wounded, ill, and injured SOF service members to participate in non-paid fellowships with private companies and government agencies.

What are the benefits of the fellowship program for a company?

The company benefits by utilizing the skills and talents of the fellow at negligible cost to the company. At the conclusion of the fellowship, the company has the opportunity to hire a skilled, fully trained employee. The company is not required to hire the service member.

What are the benefits of the fellowship program for a service member?

The fellowship opportunity allows the service member to gain civilian work experience, grow his or her professional network, build his or her resume, gain skills and possibly certifications, and in many cases lead to post-service employment.

What is a long-term benefit of the fellowship?

The Department of Labor most recently reported that 67% of Veterans leave their first post-military employment opportunity within 8-12 months. We are seeing a trend of a higher retention rate when our service members complete a fellowship with one of our partner companies and the fellow is offered follow-on employment with the same organization.

What is the Memorandum of Agreement (MOA)?

The MOA is a document outlining the basic parameters of the fellowship, thereby defining the intent of the fellowship, as well as outlining the expectations of the sponsoring organization and the fellow. The MOA is signed by the appropriate company representatives and by the SOCOM Chief of Staff.

What are some of the partner companies that have participated in the fellowship program?

The WCP-CC has a variety of program partners, spanning from global Fortune 500 companies, to mid-size business, to mom-and-pop operations nationwide. Companies like Amazon, Bass Pro Shop and Microsoft have offered opportunities to multiple service members and veterans. Smaller IT companies like Intelligent Waves, Iility and Skybridge Tactical have dedicated themselves to assisting service members by offering fellowship and employment opportunities. Additionally, the Care Coalition has partners within government contracting, universities, athletic and fitness companies, agriculture, among others.

What is the process for offering a fellowship at a company?

The Career Transition team has multiple conversations with company representatives to discuss the fellowship job description, ideal candidate, and company culture. In addition, the SOCOM WCP-CC initiates a Memorandum of Agreement (MOA) between the company and USSOCOM. Once the MOA is signed by both parties, the WCP-CC Career Transition Team sends resumes of interested service members who may be a good fit for the particular opportunity to the company. Company representatives then have the opportunity to interview the service member(s) before offering a fellowship.

Why is the fellowship non-paid? Can the company pay the fellowship?

The fellowship is non-paid because the service member is still serving as an active duty service member in the military and is receiving active duty pay during the period of the fellowship. He or she is not permitted to receive pay from an outside organization. In 2014, the Department of Defense Instruction (DoDI 1322.29) was established, allowing transitioning service members to participate in fellowships while still on active duty.

How should the company utilize the fellow within the organization?

The intent of the fellowship program is to tailor the opportunity to each individual fellow based on his or her skills and interests. We recommend that, if possible, the fellow be exposed to various departments, jobs, and responsibilities within the company. Although job shadowing can be beneficial to the fellow, we prefer that the fellow get as much hands-on experience as feasible. The fellow is not permitted to participate in government sales.

Additionally, we have found it beneficial when the company connects the fellow with a mentor, preferably a veteran, within the organization.

Is the company responsible for paying workman's compensation if the fellow is injured?

No, the service member is still active duty and is fully covered by the military.

Who has authority over the fellow?

Since the fellow is still on active duty, his or her military chain of command is responsible for the fellow. However, because his or her military commander has given him or her permission to participate in the fellowship, he or she also reports to the supervisor assigned to him or her by the sponsoring organization. The fellow is expected to stay in continuous contact with his military commander, his fellowship supervisor, and the WCP-CC.

What is the length of the fellowship?

Generally, fellowships last approximately three to six months.

What are the hours of the fellowship?

Fellowships may be full-time or part-time. The fellowship hours will be determined by the service member and his or her supervisor at the company based upon the service member's availability and any requirements he or she may need to fulfill for his or her service connected appointments.

Will the fellow need special accommodations for a disability?

Most WCP-CC fellows require no or minimal special accommodations. If a potential fellow has any limitation that could affect his or her work, or if he or she needs any special accommodations, the service member will discuss these needs with the company prior to the fellowship.

Do many of the service members have PTS? What does that mean with regard to a fellowship?

Although Post-Traumatic Stress could be a common response to multiple deployments or to any other traumatic event, the majority of our service members are fully employable. The WCP-CC would not recommend a service member who is having severe emotional or behavioral concerns.

What if the fellowship is not working out? Can the company terminate the fellowship?

We put considerable effort into recommending the appropriate individual for each fellowship opportunity and we encourage the sponsoring organizations to invest in interviewing and finding the right placement for the fellow. In the rare and unlikely event that the fellow does not work out for the sponsoring organization the company can terminate the fellowship. Similarly, if the fellowship is not meeting the fellow's expectations and needs, the fellow is able to end the fellowship. We request that in the event that the fellowship is not working out the way the company anticipates, that they reach out to the WCP-CC to discuss the concerns.

Is the company required to hire the fellow at the end of the fellowship?

No, there is no commitment on the part of the company to offer employment, however, the majority (> 90%) of our fellows are offered employment upon the completion of their fellowship from the sponsor.

Can companies speak with other employers to ask about their experiences with the fellowship program?

Absolutely. Please contact Emily Feeley directly to request an introduction to some of our program partners.