



IN REPLY REFER TO:

United States Department of the Interior

BUREAU OF INDIAN AFFAIRS
Washington, DC 20240

JUL 28 2015

Memorandum

To: All Regional Directors
All Deputy Bureau Directors

From: Director, Bureau of Indian Affairs 

Subject: Establishment of the Indian Professional STEM (Scientific, Technical, Engineering, and Mathematics) Student Program

The Bureau of Indian Affairs has developed a student program to grow our professional workforce and provide opportunities exclusively for Indian Preference (IP) candidates to gain paid work experience while obtaining a professional degree. The Indian Professional STEM Student Program (IP STEM) is designed to encourage IP candidates to enter into professional, critical, hard-to-fill occupations in social services, scientific, technical, engineering, mathematics, and natural resources disciplines. Incentives to attract prospective candidates to this forward thinking initiative include: tuition reimbursement, payment of relocation expenses, and recruitment bonuses for new employees. Professional academic disciplines covered by this program include but, are not limited to: Social Services, Engineering (all disciplines), Environmental Studies/Protection, Biology, Natural Resource Management, Physical Science, Geology, Hydrology, Forestry, and Mathematics.

The intent of this initiative is to demonstrate an unprecedented outreach to the Native American community to aggressively recruit candidates who are sincere about pursuing a career of service through the Bureau of Indian Affairs in a professional capacity, which may not have otherwise been attainable in the absence of such an initiative. The Bureau recognizes that training, educating, investing in and nurturing a budding workforce is absolutely critical in developing expertise vital to forwarding our mission and fostering a mutual dedication and commitment to serving Indian Country. We are confident that the candidates chosen for this exclusive opportunity will not only thrive in the organization, but develop the skills and competencies throughout their growth in this program to offer significant, real contributions toward moving our organization forward.

We encourage all management officials to evaluate your future staffing needs in these disciplines as part of your workforce planning efforts, and consider utilizing this new recruitment flexibility to cultivate and expand your organization's professional workforce. Please work with your servicing human resources office to appoint candidates under this new initiative.



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Indian Professional STEM Student Program

Designed to encourage Indian Preference (IP) candidates to enter into professional, critical, hard-to-fill occupations in scientific, engineering, mathematics and natural resources disciplines, the Bureau of Indian Affairs has developed a student program to grow our professional workforce and provide opportunities exclusively for IP candidates to gain paid work experience while obtaining a professional degree. Incentives to attract prospective candidates to this forward thinking initiative include: tuition reimbursement, payment of relocation expenses, and recruitment bonuses for new employees or retention bonuses for current employees entering into the program, who otherwise would leave federal service. Academic disciplines covered by this program include but are not limited to: Engineering (all disciplines), Environmental Studies/Protection, Biology, Natural Resource Management, Physical Science, Geology, Hydrology, Forestry and Mathematics.

Q: Who is eligible to participate?

A: All Indian Preference candidates (who provide proof of preference with a BIA 4432 form) pursuing professional degrees from post-high school through graduate school are eligible. Candidates are eligible if accepted and/or enrolled in a bachelor's or master's degree program in an accredited college or university in one of the covered disciplines outlined above, in at least a half-time status.

Q: What type of appointing authority is used to effect these appointments?

A: All appointments for this program are authorized using Schedule A 213.3112 (a) (7), the Excepted Indian Preference Appointment. All appointments will be temporary, not-to-exceed one year, renewable annually, for the duration of the degree being pursued. To verify eligibility for continuation in the program, at the end of each school term, employees must provide proof of acceptance or registration for the following semester, and provide current transcripts demonstrating their student record is in good standing.

Q: What types of schedules are available to employees in this program?

A: Student employees may work a variety of flexible part-time or full time schedules that meet both the needs of the employee and employing office. At the discretion of the supervisor, the employee may be offered the flexibility of working a compressed schedule, telework, and/or maxi-flex work hours.

Q: Does the work performed by the employee have to be in the same line of work as the education being pursued?

A: No, while it would be preferable to appoint the employee in a support capacity to the occupational field for which they are pursuing a degree, it is not required. An appointment may be made to a position at a grade level for which the employee qualifies, in whatever line of work where a need exists.

Q: What financial incentives are available and offered to attract candidates to this program?

A: The goal of this unique program is to encourage employees to pursue professional degrees that they might not have otherwise considered a possibility due to financial costs associated with pursuing this education. As such, the Bureau will offer up to 100% tuition reimbursement of up to \$10,000 per year with a lifetime maximum of \$60,000, up to 100% relocation expenses, and recruitment bonuses for new employees or retention bonuses for existing employees entering the program who would otherwise leave federal service, up to \$5,000 for a bachelor's degree, and \$10,000 for a master's degree.

Q: Is the student employee eligible for benefits?

A: Yes! Provided employment is expected to last beyond 90 days, employees in this program are eligible to elect coverage for health, dental, and vision insurance. Employees on a part-time schedule will pay a larger premium than full-time employees.

Q: Do employees in this program earn leave, and if so what kind and how much?

A: Yes, employees earn annual and sick leave. Full-time employees earn 4 hours of annual leave and 4 hours of sick leave per bi-weekly pay period. Part-time employees also earn both annual and sick leave, with accruals pro-rated at 1 hour earned for every 20 hours worked.

Q: What happens when the student employee successfully completes the degree sought?

A: Once the degree being pursued has been earned and awarded, the Bureau may non-competitively convert the employee to a permanent or term appointment, removing the not-to-exceed date. Service under temporary appointments does not count toward career tenure.

Employees in this program may be converted within 120 days following successful completion of all of their educational and work experience requirements to a “permanent” excepted appointment without time limit, and will subsequently be converted to the competitive service after 3 years.

Participants are exempt from time in-grade restrictions at the time of conversion.

Q: Does Veteran’s Preference apply, and if so, how?

A: Veteran Indian Preference candidates have absolute preference for available opportunities prior to consideration of non-Veteran Indian Preference candidates. Since there is no formal rating and ranking process required to evaluate potential candidates using this non-competitive excepted appointing authority, any candidate providing proof of entitlement to veteran’s preference in addition to proof of Indian Preference with their application material must be selected before a Non-Veteran Indian Preference candidate.

Q: What are the terms for an appointment under this program and how are these documented?

A: Candidates for this program sign a continued service agreement, which is unique to each individual, and sets forth the benefits offered and service required under this program. The agreement outlines the length of service to which the employee agrees to maintain employment and serve the Bureau, the amount of each type of financial incentive to be paid (relocation, retention/recruitment, tuition reimbursement), and the payment schedule. Generally, service agreements for a bachelor’s degree are six years, and for a master’s degree, three years. The minimum commitment for a service agreement under this program is three years, and begins on the first date tuition reimbursement is paid. A sample agreement is attached.

Q: What documents are required from an applicant to begin the process?

A: To appoint a new candidate, prior to the continued service/student loan repayment agreement, management must submit the following documents to their servicing Human Resources office to assure eligibility and qualification requirements are met:

- Applicant resume
- BIA 4432 – Proof of Indian Preference
- Veteran’s Preference documentation – DD214, VA Letter (if applicable)
- Proof of registration for upcoming semester – either acceptance letter or transcript
- OF-306 Declaration for Federal Employment

Once a determination has been made that the applicant meets all criteria for appointment, the continued service agreement will be signed by all parties, as part of the official offer letter, prior to bringing the candidate on board, and become part of the permanent record, filed in the employee’s eOPF.

Q: How does the Bureau benefit from such a substantial outlay of funds for each employee appointed into this program?

A: The intent of this initiative is to demonstrate an unprecedented outreach to the Native American community to aggressively recruit candidates who are sincere about pursuing a career of service with Indian Affairs in a professional capacity, which may not have otherwise been attainable in the absence of such an initiative. The Bureau recognizes that training, educating, investing in and nurturing a budding workforce is absolutely critical in developing expertise vital to forwarding our mission and fostering a mutual dedication and commitment to serving Indian Country. We are confident that the candidates chosen for this exclusive opportunity will not only thrive in the organization, but develop the skills and competencies throughout their growth in this program to offer significant, real contributions toward moving our organization forward.



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[SAMPLE CONTINUED SERVICE AGREEMENT]

Continued Service and Student Loan Repayment Agreement

Date

Title 5 U.S.C. 5379 allows for the repayment of outstanding federally insured or guaranteed student loans that are made by educational institutions or banks and other private lenders as defined in 5 CFR 537.102 under the Higher Education Act of 1965 and the Public Health Service Act. Student loan repayments are made directly to the lender and are subject to the conditions stated in this agreement. This service agreement in no way constitutes a right, promise, or entitlement for continued employment or noncompetitive conversion to the competitive service.

Subject to the conditions stated in this agreement, the Department of the Interior (DOI), Bureau of Indian Affairs (Bureau) agrees to provide a student loan repayment benefit [and/or recruitment/retention bonus, and/or relocation expenses] to:

Employee Name:

Social Security Number:

Effective Date of Student Appointment:

Title/Series/Grade:

Conditions of Employment

As the employee receiving the repayment, I agree to:

- Complete 6 years of service with the Bureau.
- Maintain an acceptable level of performance.
- Continue to make timely loan repayments on the portion of the loan that continues to be my responsibility.
- Not violate any of the conditions of the service agreement.

Conditions of Loan Repayment

The service period begins when the Bureau makes the first payment to:

Banking Institution Name:

Routing Number:

Account Number:

The Bureau, through the Interior Business Center's (IBC) Payroll Operations Division, will make payments on my outstanding federally insured or guaranteed loan under the following terms. Payments made by the agency under this part may not exceed \$10,000 each calendar year or a lifetime total of \$60,000. Payments may be made each year without a new service agreement, provided I have given the Servicing Personnel Office official documentation (current within the previous 30 days) from the lending institution that states the outstanding loan balance; that certifies the loan is authorized for repayment; and that verifies my loan has not been in default for at least the past 12 months, or for at least the length of time the current lender has held the loan.

Total amount of the repayment: \$60,000.00

Number of years the repayment will be made: 6

Amount of repayment to be made each calendar year: \$10,000.00

Schedule of payments to be made for tuition payments:

January 31, 2015:	\$5,000
June 30, 2015:	\$5,000
January 31, 2016:	\$5,000
June 30, 2016:	\$5,000
January 31, 2017:	\$5,000
June 30, 2017:	\$5,000
January 31, 2018:	\$5,000
June 30, 2018:	\$5,000
January 31, 2019:	\$5,000
June 30, 2019:	\$5,000
January 31, 2020:	\$5,000
June 30, 2020:	\$5,000

Continued Employee Loan Repayment Responsibility

I understand that it is my responsibility to make loan payments on the portion of the loan(s) that continues to be my responsibility. Failure to continue to make these loan payments violates this agreement and terminates my eligibility for further loan repayment benefits.

I also understand that each year before another repayment can be made, I must provide the Servicing Personnel Office with official documentation (current within the previous 30 days) from the lending institution that shows the current outstanding loan balance (within the previous 30 days) and certifies that I continued to make timely payments the previous year.

Loan Repayment Procedures

The IBC's Payroll Operations Division will make payments to [lending institution name] on an annual basis. The Payroll Operations Division will disburse the net amount of the repayment amount to the loan holder; however, it is the gross amount that is applied to the annual and lifetime payments. Taxes and withholdings will be deducted from the gross amount of the loan repayment amount. I understand that my W-2 Form will show the gross amount of the loan repayment as wages, and taxes and other assessments deducted from the gross amount will be shown in their appropriate categories on the W-2 Form. Payments to lenders will be in the form determined by

the Payroll Operations Division. Neither the DOI nor the Bureau is responsible for any late fees or penalties assessed by the loan holder(s) prior, during, or subsequent to this agreement.

Discontinuation of the Loan Repayment Benefit

I understand that I no longer will be eligible for the loan repayment incentive if, during the service period, I:

- Separate from the Bureau.
- Do not maintain an acceptable level of performance and conduct.
- Fail to make loan payments that continue to be my responsibility.
- Violate any of the conditions of this agreement.

Reimbursement of the Loan Repayment Benefit

I understand that I am responsible for repaying the DOI the entire gross amount of the loan the Bureau paid if, during the service period, I:

- Voluntarily end my employment with the DOI (including voluntarily leaving the Bureau to enter the service of another non-DOI Federal agency, or transferring to another DOI bureau and then leaving the DOI).
- Am separated from the DOI due to misconduct or performance.

Continued Service Agreement for Relocation Expenses

I understand that I have received relocation expenses as a recruitment incentive, and that I am responsible for repaying the DOI the entire gross amount of the loan the Bureau paid if, during the service period, I:

- Voluntarily end my employment with the DOI (including voluntarily leaving the Bureau to enter the service of another non-DOI Federal agency, or transferring to another DOI bureau and then leaving the DOI).
- Am separated from the DOI due to misconduct or performance.

Continued Service Agreement for Recruitment/Retention Bonus

Type of bonus: [X] recruitment [] retention

Amount of bonus: \$5,000.00

Number of years over which bonus will be disbursed: 6

Amount of bonus paid out each year: \$833.00 for years 1-5; \$835 for year 6

Bonus payments will be paid annually beginning the first pay period following initial appointment.

Schedule of payments to be made for recruitment/retention bonus:

January 31, 2015: \$833.00

January 31, 2016: \$833.00

January 31, 2017: \$833.00

January 31, 2018: \$833.00

