

MEMORANDUM OF AGREEMENT
BETWEEN
THE UNITED STATES ARMY
AND
(COMPANY NAME)

SUBJECT: Participation in the Partnership for Youth Success Program

1. Purpose. This Memorandum of Agreement (MOA) identifies the parameters of the Partnership for Youth Success (PaYS) Program for enlistment into the U.S. Army and/or the U.S. Army Reserve and/or contract into the U.S. Army Reserve Officers' Training Corps (ROTC) PaYS Program and establishes the responsibilities of the U.S. Army and (COMPANY NAME).

2. Scope.

a. All parties recognize the considerable value of the PaYS Program to U.S. Army recruiting and to industry. The U.S. Army believes that PaYS will greatly assist in fulfilling its mission to recruit with integrity high quality men and women to meet the requirements of America's Army. Likewise, industry and the specific participating companies will benefit from the employment of intelligent, trained, and responsible men and women with Army values, experience, and proven leadership skills.

b. The U.S. Army is prohibited from endorsing or appearing to endorse a specific company or corporation. All information received by PaYS candidates from recruiters will be used to identify job opportunities related to the enlisted individual's Military Occupational Specialty (MOS) or leadership training or commissioning branch for ROTC PaYS Cadets.

c. (COMPANY NAME) responsibilities under the PaYS Program extend only to those enlisted PaYS participants whose military service was characterized as honorable or those ROTC Cadets who receive a Bachelor's Degree and commission. This program applies to the enlisted Soldier's first term of enlistment only or initial entry training for U.S. Army Reserve Soldiers, and to those Cadets who successfully complete ROTC requirements. For other former Soldiers and/or Cadets, the company owes no obligation such as placement or priority placement consideration, but may hire or interview as desired.

3. Responsibilities.

a. The Army's Obligations.

(1) Advise enlistment prospects of the PaYS Program during the initial Army interview. Advise ROTC Cadets of the PaYS Program during contracting.

(2) Advise enlisting prospects, after qualifying for one or more MOSs, of the related industrial job opportunities for which they may be qualified to work after completing their initial term of service or initial entry training for the U.S. Army Reserve. Advise ROTC Cadets of the related industrial job opportunities for which they may be qualified to work after completion of their bachelor's degree and commissioning.

(3) Develop recruiting literature to publicize the PaYS Program, characterizing it as an enlistment incentive.

(4) Provide information to (COMPANY NAME) to assist in maintaining contact with PaYS participants. Provide transition support to Regular Army enlisted Soldiers as they leave military service or as U.S. Army Reserve enlisted Soldiers complete their initial entry training or as ROTC Cadets complete requirements for their Bachelor's Degree and commission as a Second Lieutenant in the Army National Guard or U.S. Army Reserve.

b. (COMPANY NAME) Obligations.

(1) (COMPANY NAME) will interview all qualified, PaYS participants for employment with the company provided there are forecasted future openings at the time of their enlistment in the U.S. Army; U.S. Army Reserve; or at contracting for Reserve Component, ROTC PaYS Cadets. Accepted individuals will sign a Statement of Understanding (USAREC/USACC Form 1202) acknowledging the opportunity for an interview with (COMPANY NAME). This opportunity is contingent upon an Honorable Discharge for Regular Army Soldiers, completion of Active Duty Training for Army Reserve Soldiers, or receipt of a Bachelor's Degree and commission for ROTC PaYS Cadets. Upon successful completion of their active duty commitment, the company will provide qualified, PaYS enlisted veterans the opportunity to be assessed and to interview with a representative of the company. Interviews are predicated upon available job opportunities at that time. (COMPANY NAME) will interview U.S. Army Reserve PaYS participants within 30 days of completion of their initial entry training. (COMPANY NAME) will interview ROTC PaYS Cadets during their senior year of college or after confirmation of component and branch. (COMPANY NAME) may agree to an internship program with ROTC PaYS Cadets during their education, as leadership training and opportunities permit. Should there be no employment opportunities available with (COMPANY NAME) at the time of the enlisted Soldier's separation from the U.S. Army or commissioning for ROTC PaYS Cadets, (COMPANY NAME) will provide an opportunity for an interview to the PaYS participant when an opportunity becomes available. Despite this priority interview, the company retains the right to determine whether to ultimately hire the PaYS participant based on the applicant's qualifications and the needs of the company at the time of the enlisted Soldier's separation from the U.S. Army, completion of active duty training requirements for Army Reserve enlisted Soldiers, or commissioning for Reserve Component ROTC Cadets.

(2) (COMPANY NAME) understands and acknowledges its obligations under the Uniformed Services Employment and Reemployment Rights Act of 1994, 38 U.S.C. Secs. 4301-4335, and agrees that it will observe the provisions as to any U.S. Army Reserve PaYS participant that it employs. (COMPANY NAME) understands that U.S. Army Reserve service obligations may include many types of service, including weekend drills, annual training, additional duty training, and deployments within the United States or to foreign locations.

(3) (COMPANY NAME) understands that providing a veterans' employment preference is not in violation of any established Equal Employment Opportunity (EEO) laws or regulations.

(4) (COMPANY NAME) understands and acknowledges that the ROTC PaYS Cadet will attend branch specific training (Basic Officer Leader Course) within one year of their commissioning date.

(5) (COMPANY NAME) will provide a point of contact within the company to assist individuals before and during the employment process. The point of contact will inform the PaYS helpdesk of any unique hiring procedures. The PaYS helpdesk will use this information to advise PaYS Soldiers and/or Cadets and answer questions regarding interviewing procedures.

(6) (COMPANY NAME) understands that an individual, who initially indicates intent to seek employment with the company after his or her initial period of enlistment, may later decide to re-enlist in the U.S. Army or obtain employment with another company.

(7) (COMPANY NAME) agrees to provide the Army with joint recruiting opportunities on a periodic basis in various communities served by (COMPANY NAME), such as co-presentations at schools, technical/trade schools, organizations, career fairs and the like. (COMPANY NAME) will designate these opportunities as market and business conditions dictate.

(8) (COMPANY NAME) agrees to provide information on the ultimate placement of the PaYS veterans and/or U.S. Army Reserve PaYS Soldiers and/or ROTC PaYS Cadets. The success of this

program is determined by the number of Soldiers and/or Cadets who interview with their designated partner. Release of interview/hiring information can be limited to raw numbers.

(9) If (COMPANY NAME) uses an electronic process for job application, there should be a built in mechanism to identify Army PaYS Soldiers and/or Cadets. This mechanism will ensure PaYS Soldiers and/or Cadets receive an opportunity for interview.

4. Termination. This agreement remains in effect for an indefinite period or upon written termination by either party. Either party hereto may terminate this MOA upon 30 days written notice to the other party. Participants already enlisted in the PaYS Program will not be affected by this termination.

(COMPANY NAME)
ATTN: POC
Address
Address

U.S. Army Accessions Command
ATTN: PaYS Program Manager
ATAL-SP
Department 600
1600 Spearhead Division Avenue
Fort Knox, Kentucky 40122-5600

5. Participation in the PaYS Program is not a Government contract within the meaning of the Federal Acquisition Regulation, and does not confer upon (COMPANY NAME) Government contractor or subcontractor status for purposes of Executive Order 11246 and other Federal laws.

6. Effective date. This MOA is effective when signed by both parties, on the date of the later signature.

SIGNATURE AUTHORITY
Title
(COMPANY NAME)

BENJAMIN C. FREAKLEY
Lieutenant General, USA
Commanding General

(DATE)

(DATE)

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