

MEMORANDUM OF AGREEMENT
BETWEEN
THE UNITED STATES ARMY TRAINING AND DOCTRINE COMMAND
AND
CITY OF KILLEEN
FOR
PARTICIPATION IN THE U.S. ARMY PaYS PROGRAM
A2106-021-021-ACC249

SUBJECT: Participation in the U.S. Army Partnership for Your Success Program

This memorandum of agreement (MOA) is a new agreement between the United States Army Training and Doctrine Command (TRADOC) and CITY OF KILLEEN. When referred to collectively, TRADOC and CITY OF KILLEEN are referred to as the "Parties."

1. Authorities.
 - a. 10 U.S.C. 503
 - b. DoDI 4000.19 (Support Agreements), 16 December 2020
 - c. Executive Order 11246 (Equal Employment Opportunity)
2. Purpose and Scope. The terms by which the Parties will participate in the Partnership for Your Success (PaYS) Program. Background information on this program has been provided.
3. Responsibilities of the Parties.
 - a. TRADOC will:
 - (1) Advise enlistment prospects of the PaYS Program during their initial Army interview, and further advise after qualifying for one or more Military Occupational Specialties of the related Civilian job opportunities for which they may be qualified under the PaYS Program.
 - (2) Advise Reserved Officers' Training Corps (ROTC) Cadets of the related civilian job opportunities under the PaYS Program for which they may be qualified after completion of their bachelor's degree and commissioning.
 - (3) Develop and distribute recruiting literature to publicize the PaYS Program, characterizing it as an enlistment incentive.
 - (4) Provide information to CITY OF KILLEEN to assist in maintaining contact

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with its PaYS participants.

(5) Provide a PaYS helpdesk to facilitate any questions involving the PaYS Program.

(6) Provide transition support to first-term Regular Army enlisted Soldiers as they leave Military service, U.S. Army Reserve and U.S. Army National Guard enlisted Soldiers as they complete their initial training, and ROTC Cadets as they complete requirements for their bachelor's degree and commission and/or their initial active-duty period of service with the Army as it concerns the PaYS Program, through the use of Transition Assistance Program and Army Career Counselors.

b. CITY OF KILLEEN will:

(1) Interview all qualified PaYS participants for employment, provided there are forecasted future openings at the time of their enlistment in the U.S. Army, U.S. Army Reserve, U.S. Army National Guard, or contracting for ROTC PaYS Cadets.

(a) Enlisted U.S. Army Reserve/U.S. Army National Guard PaYS participants within 30 days of completion of their initial active-duty training.

(b) ROTC Cadet PaYS participants may be interviewed either during their senior year of college or after confirmation of component and branch.

(2) In the event there should be no employment opportunities available at the time of the enlisted Soldier's separation from the U.S. Army or commissioning or separation for ROTC Cadets, provide an opportunity for an interview to the PaYS participant when an opportunity becomes available.

(3) Provide and maintain a point of contact within the company to assist PaYS Program candidates before and during the employment process, to include informing the PaYS helpdesk of any unique hiring procedures.

(4) Provide TRADOC with joint recruiting opportunities on a periodic basis (as market and business conditions allow) in various communities served by CITY OF KILLEEN, such as co-presentations at schools, technical/trade schools, organizations, and career fairs.

(5) Provide TRADOC with information on the ultimate placement of the PaYS Veterans. Release of interview/hiring information may be limited to raw numbers.

4. Personnel. Each Party is responsible for all costs of its personnel, including pay and benefits, support, and travel. Each Party is responsible for supervision and management of its personnel.
5. Points of Contact (POCs). The Parties will use the following POCs to communicate matters

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concerning the MOA. Each party may change its POC upon reasonable notice to the other Party

For TRADOC:

Army PaYS Program
ATTN: PaYS Program Manager
ATTG-TRI-A
Fort Eustis, VA 23604-5700
antonio.d.johnson22.civ@mail.mil
(502) 378-8054

For City of Killeen:

CITY OF KILLEEN
ATTN: Eva Bark
718 North 2ND ST
Killeen, TX 76541
ebark@killeentexas.gov
(254) 501-7834

6. Provisions

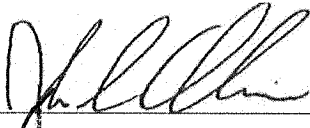
- a. Review. This MOA will be reviewed in its entirety no less than on or around the midpoint of its effective date.
- b. Modification. This MOA may only be modified by the written agreement of the Parties, duly signed by their authorized representatives.
- c. Disputes. Any disputes relating to this MOA will, subject to any applicable law, Executive Order, or Department of Defense issuance, be resolved by consultation between the Parties.
- d. Termination. This MOA may be terminated by either Party by giving at least ninety (90) days written notice to the other Party. The MOA may also be terminated at any time upon the mutual written consent of the Parties. Should the MOA be terminated unilaterally or by mutual agreement of the Parties, any Soldier or Cadet enrolled with CITY OF KILLEEN will be given the opportunity to select another PaYS Partner, as such termination severs any ties that Army PaYS participant would have with CITY OF KILLEEN.
- e. Transferability. This MOA is not transferable, except with the written consent of the Parties.
- f. Effective Date. This MOA takes effect beginning on the day after the last Party signs.
- g. Expiration Date. This MOA expires ten (10) years after the last Party signs.
- h. No Third-Party Beneficiaries. Nothing in this MOA, express or implied, is intended to give to, or will be construed to confer upon, any person or entity not a Party any remedy or claim under or by reason of this MOA; this MOA will be for the sole and exclusive

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benefit of the Parties.

i. Effect. This MOA does not bind any Federal agency, other than the Parties, nor waive required compliance with any law or regulation. All agreements herein are subject to, and will be carried out in compliance with, all applicable Federal laws, regulations, and other legal requirements. This MOA is not legally enforceable and shall not be construed to create any legal obligation on the part of either Party. This MOA shall not be construed to provide a private right or cause of action for or by any person or entity. Participation in the PaYS Program is not a Government contract within the meaning of the Federal Acquisition Regulation and does not confer upon CITY OF KILLEEN Government contractor or subcontractor status for purposes of Executive Order 11246 and other Federal laws. Nothing in this MOA authorizes or is intended to obligate the Parties to expend, exchange, or reimburse funds, services, or supplies, or to transfer or receive anything of value.

AGREED:



JOHN C. ANDONIE
Major General, USA
Deputy Director
Army National Guard

AP
EB

DEBBIE NASH-KING
Mayor
City of Killeen

(DATE)

(DATE)