

DoD STARBASE KELLY

MEMORANDUM OF UNDERSTANDING

This MOU dated and effective on the **20th day of May, 2026** is made between the STARBASE KELLY Youth Program and the **Southwest Independent School District (SWISD)**. The Understanding covers the school year **2026-2027** and may be extended by mutual consent.

INTRODUCTION

WHEREAS, the Secretary of Defense in coordination with the Secretary of Education, may establish programs for the purpose of improving the mathematics and scientific knowledge and skills of elementary and secondary school students and faculty members (10 U.S.C. 2193(b); and

WHEREAS, Congress authorized the Secretary of Defense, acting through the Air Force Reserve, to conduct a youth program to be known as, Department of Defense, "DoD STARBASE"; and

WHEREAS, the Air Force Reserve Command (AFRC) has authorized a DoD STARBASE program to be sponsored by the 433d Airlift Wing at Joint Base San Antonio-Lackland, Texas, to be known as STARBASE KELLY; and

WHEREAS, the **Superintendent of SWISD** approved **SWISD** students to participate in the STARBASE KELLY Youth Program.

Now THEREFORE, the parties hereby, agree to the following terms and conditions.

ARTICLE I SCOPE AND PURPOSE

Section 101. General

The scope and purpose of this Understanding is to provide a mechanism for regulating **SWISD's** participation in the STARBASE KELLY youth program during the Academic Year **2026-2027**.

ARTICLE II DEFINITIONS

Section 201. Air Force Reserve Command (AFRC)

AFRC means the organization created to support the United States Air Force in time of national emergency and peacetime contingencies.

Section 202. 433d Airlift Wing (433 AW)

433 AW is an AFRC wing located at Joint Base San Antonio-Lackland, Texas.

Section 203. **SWISD**

SWISD is a school district created by and operating under the laws of the State of Texas.

Section 204. State

State refers to the State of Texas.

Section 206. Federal Government

Federal Government refers to the United States of America and any government agencies working under it.

ARTICLE III
OBLIGATIONS OF THE PARTIES

Section 301. Obligation of the 433 AW and/or STARBASE KELLY

- A. STARBASE KELLY will provide a minimum of **eleven** classes to **SWISD** during the year. Participating students will be determined by the district. Additional classes may be provided if the STARBASE KELLY schedule permits and both parties agree.
- B. STARBASE Kelly shall be responsible for the full reimbursement to Southwest Independent School District of all salary and associated employer-paid personnel costs incurred by SWISD on behalf of the four (4) employees assigned to and providing services for STARBASE Kelly under this Agreement. Such reimbursement shall include the employees' gross salaries and any applicable employer-paid benefits, payroll taxes, or other mandatory personnel costs attributable to their employment, unless otherwise expressly agreed to in writing by the Parties.

Section 302. Obligation of **SWISD**

- A. **SWISD** will enroll a minimum of 20 but no more than 28 fifth grade students in each of the classes allotted to the district for the academic year **2026-2027**.
- B. There is no cost to the District to participate in the STARBASE KELLY classes, but the District will provide and incur all associated costs for the bus transportation to and from STARBASE KELLY.
- C. **SWISD** will provide and incur all associated costs for sack/box lunches for all students attending STARBASE KELLY.
- D. **SWISD** shall be responsible for providing transportation for participating students to and from the STARBASE KELLY facility on each assigned instructional day. Students shall arrive at the facility no later than 9:00 a.m. and depart at 2:00 p.m., unless otherwise mutually agreed upon by the parties. The

District shall ensure that the assigned bus driver and transportation vehicle remain at the STARBASE KELLY facility for the duration of the instructional day in order to provide for any necessary student transportation or emergency departure.

E. **SWISD** shall be responsible for the timely payment and administration of salaries and applicable payroll obligations for the four (4) STARBASE Kelly employees on a monthly basis in accordance with SWISD's established payroll policies and procedures. **SWISD** shall maintain responsibility for all payroll processing, withholdings, reporting, and other employer obligations associated with such employees. STARBASE Kelly shall reimburse SWISD for such costs in accordance with the reimbursement provisions set forth herein.

ARTICLE IV GENERAL PROVISIONS

Section 401. Term of Agreement

Unless terminated earlier by either party, this Agreement shall be terminated on **May, 2027**. The Agreement may be extended by mutual consent.

Section 402. Amendment

This Agreement may be amended only by instrument in writing signed by the parties hereto.

Section 403. Entire Agreement

This written Agreement constitutes the entire agreement between the parties as to scope and subject matter. All prior discussions and understandings concerning such scope and subject matter are superseded by this Agreement.

Section 404. Execution

This Agreement may be executed in several counterparts, each of which shall be deemed an original.

Section 405. Change of Circumstances.

Each party shall promptly notify the other party of any legal impediment, change of circumstances, pending litigation, or any other event or condition that may adversely affect such party's ability to carry out any of its obligations under this Agreement. The Department of Defense STARBASE program is funded by specific Congressional direction. Should Congressional funding be terminated, the STARBASE program will cease operations and this agreement will be negated.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties to this Agreement, by their authorized representatives, hereby cause this Agreement to be executed.

Representative,
Southwest Independent School District

BY: _____

Date: _____

Heather T Aguillon

Director, DoD STARBASE Kelly

BY: _____

Date: _____