



KILLEEN ISD

EDUCATION FOUNDATION

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered by and between the Board of Trustees of the Killeen ISD (the "District") and the Board of Directors of the KISD Education Foundation (the "Foundation"), desiring to memorialize the nature of their relationship, ratify and approve past activities and mutually acknowledge, for the future, the respective obligations and rights of the parties.

A. Public Purposes: The District has identified the following educational public purposes for Killeen ISD's support of the Foundation:

1. Because of the uncertainty and restrictions inherent in the Texas public school finance system, the District must seek alternative sources of revenue to continue and/or enhance its quality education programs.
2. Maximization of alternative revenue sources requires strong community support.
3. Strong community support to assist the District in maximizing alternative revenue sources requires reciprocal commitment and support from the District.
4. The District has realized gains from its investment in the Killeen ISD Education Foundation.
5. The Foundation has provided District grants to teachers for innovative teaching programs and for professional learning opportunities.
6. Continuation of the momentum achieved in maximizing alternative revenue sources through the Foundation requires a continual commitment from the District.
7. Community involvement in raising money for educational programs achieves a concurrent psychological and philosophical investment in the school district.
8. The community's legitimate expectation is that the District supports the Foundation through the Foundation's limited use of facilities, equipment, and personnel.
9. The community realizes the convenience in having the District allow use of its facilities by the Foundation.
10. Solicitations of additional revenue by Foundation directors and personnel relieves the fund-raising burden of the District's Superintendent, administrators, teachers, and staff, leaving them free to focus on the District's educational mission.
11. All additional revenues obtained by the Foundation will be provided by the Foundation for the betterment of the District's educational programs.
12. It is essential that the District have oversight over any individual who represents the District or the Foundation in seeking additional revenue sources.

- B. Commitment: The District agrees to continue to provide the following to the Foundation, provided that the public purposes continue to be met and the controls continue to be implemented, and subject to the District's continuing right to refuse to appropriate the necessary funds in any budget year. All District contribution amounts shall be within the sole discretion of the District Trustees and recorded in the District accounting records as donations to the Foundation.
1. All or a portion of the salary and benefits for the employees of the District serving the Foundation.
 2. Office space facilities and utilities for the employees of the District serving the Foundation.
 3. The equipment used by the employees of the District serving the Foundation.
 4. Employees of the District who are serving the Foundation shall not be entitled to receive supplemental compensation directly from the Foundation.
 5. The Superintendent of Schools will serve as an Ex-Officio member of both the Executive Committee and the Board of Directors of the Education Foundation.
 6. A member of the District's Board of Trustees will serve as an Ex-Officio member on the Board of Directors of the Education Foundation.
- C. Responsibilities of the Foundation:
1. The Foundation is a nonprofit educational corporation organized in 2001 for educational and charitable purposes exclusively for the benefit of the District. The Foundation agrees to maintain their legal status as a nonprofit educational corporation.
 2. The Foundation agrees that, during the term of this Memorandum of Understanding, the Foundation will use its best efforts to solicit, collect, invest, and administer funds for the Foundation, which shall be used to enrich the educational environment of the District.
 3. The Foundation agrees that, in each of the Foundation's fiscal years, the benefit provided by the Foundation to the District, its employees and students, will exceed the value of the District's contribution to the Foundation or District funding may, in the District's discretion, either cease or be decreased for the coming fiscal year.
 4. The Foundation agrees that it will require its personnel and the District personnel providing services to the Foundation to follow all policies and procedures of the District when representing the District or the Foundation in any capacity.
 5. The Foundation agrees that it will continue to recognize the District as the sole beneficiary of its solicitation program.
- D. Controls: The District and the Foundation Board agree on the following controls, to ensure that a proper public educational purpose is served by this arrangement:
1. The Director for Grants and Education Foundation and any support personnel serving the Foundation shall be at-will employees of the District, under the direct supervision and control of the Superintendent of Schools. The Foundation may consult with the Superintendent regarding the Director for Grants and Education Foundation and support personnel's job performance.

2. The Director for Grants and Education Foundation and any support personnel serving the Foundation will ensure at least fifty percent of their time (50%) will be for the District; to include but not limited to, duties such as: researching and writing grants to benefit the District; organizing and disbursing the Board of Trustees Scholarship funds, serving as members to various Site Based Decision Making teams and other duties as assigned by the District.
3. The Foundation shall abide by all policies and procedures of the District related to facility and equipment use, personnel, public information, and all other applicable policies.
4. The District and the Foundation Board hereby designate the Director for Grants and Education Foundation as a fiscal agent and may accept grants on behalf of either the Foundation or the District. The Director for Grants and Education Foundation shall report all grants received for the District to the Superintendent of Schools.
5. The Foundation agrees and understands that the Director for Grants and Education Foundation shall, outside of his/her work with the Foundation and solely as an employee of the District, research, seek, develop, write, and submit grants for educational programs to further the District's educational mission.
6. The Foundation understands that, because of the District's investment in the Foundation, the documents of the Foundation are subject to the Texas Public Information Act, absent any specific exemption, and the Foundation agrees to abide by the Texas Public Information Act.

EFFECTIVE DATES: This MOU shall remain in effect, as set herein, until November 30, 2029, at which time the terms shall be reviewed, unless either party requests a revision prior to that date.

AGREED TO this 10th day of November 2026

KILLEEN ISD BOARD OF TRUSTEES

KILLEEN ISD EDUCATION
FOUNDATION

Brett E. Williams, President

Erin Mills, President

ATTEST:

ATTEST:

Brenda Adams, Secretary

Michelle Williams, Secretary