



REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
US ARMY INSTALLATION MANAGEMENT COMMAND
HEADQUARTERS, UNITED STATES ARMY GARRISON, FORT HOOD
FORT HOOD, TEXAS 76544-5002

MEMORANDUM OF AGREEMENT
BETWEEN
UNITED STATES ARMY GARRISON (USAG) FORT CAVAZOS
AND
KILLEEN INDEPENDENT SCHOOL DISTRICT (KISD)
FOR
MUTUAL SCHEDULING FACILITIES
IM-W45CL7-20002-MOA

This is a Memorandum of Agreement between United States Army Garrison (USAG) Fort Cavazos and Killeen Independent School District (KISD) for mutual scheduling facilities.

1. **PURPOSE:** This agreement establishes mutual scheduling and responsibilities between USAG Fort Cavazos Directorate of Family and Morale, Welfare and Recreation (DFMWR), Child and Youth Services (CYS) and KISD for use of facilities by both parties. This agreement covers the use of the gym, cafeteria, classroom spaces, computer labs (subject to KISD approval of certified supervisors provided by the Installation), libraries (for homework assistance only and when not needed by the school – no book checkout is authorized), restrooms and outside playgrounds. This agreement further details and implements the intent and purposes of Lease Number DACA63-1-00-0533 and to avoid scheduling conflicts between parties using a particular facility.

2. **RESPONSIBILITIES OF THE PARTIES:**

2.1. USAG Fort Cavazos DFMWR, CYS will –

2.1.1. Allow the use of facilities for district-community events at no cost. Cost will be negotiated if the district-community events are held in a revenue-generating facility.

2.1.2 Provide access to swimming pools and related facilities for swim team practices with lane usage, diving boards, and practice schedules (including dates and times) to be mutually agreed upon through collaboration. Cost will be negotiated based on established lane and/pool rental pay rates.

2.1.3. Review facility requests from KISD for training at no cost and determine availability. Allow KISD entities and organizations to use Installation facilities at no cost and if no additional expenses (such as salaries) are required.

2.1.4. Allow KISD high school team to use Clear Creek Golf Course two hours per day, Monday through Friday. Allow middle school teams, two hours per day, two days per week, Monday through Friday. Usage will be coordinated with Clear Creek Golf

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Course Manager and DFMWR. KISD agrees to pay normal fees including time reserved

2.1.5. Provide bus transportation, between on-installation schools, to accommodate children enrolled in the School Age Services (SAC) Program.

2.1.6. Ensure appropriate background checks, including criminal history, are conducted on workers prior to their participation in the SAC Program.

2.2. KISD will

2.2.1. Allow exclusive use of on-post elementary schools for the Child & Youth Services (CYS) Programs, on school days when school is not in session between 0530 - 1800, for children in kindergarten through fifth grade at no cost. On student holidays, USAG Fort Cavazos may use on-post elementary schools for CYS Programs if: (1) the facility is not needed for staff development; (2) custodial staff is available without additional cost; and (3) the request is made to the principal at least ten (10) working days prior to the student holiday.

2.2.2. Allow exclusive use of on-post elementary schools and elementary school kitchens during the summer vacation period to conduct the "Summer Spectrum" Day Camp Program Monday through Friday, 0530 - 1800. The program will be closed on Federal holidays. DFMWR will hire KISD kitchen staff as seasonal employees to oversee the kitchen facilities and assist the Post School Age Service Food service staff. School Age Service will provide all supplies for the Camp Program.

2.2.3. Allow exclusive use of Audie Murphy Middle School when school is not in session for programming at no cost. KISD agrees to partner with CYS to provide special events, i.e., lock-ins, basketball tournaments, etc., during out of school periods as determined by the school.

2.2.4. Allow the use of School buildings not currently serving students for authorized youth programming, at no cost.

2.2.5. Schedule facility usage by DFMWR through the KISD Director of District and Community Relations Office.

2.2.6. Allow KISD entities and organizations to use Installation facilities at no cost and if no additional expenses (such as salaries) are required. Additional expenses required for personnel will be the standard rate used by KISD. Rent will be provided at no cost.

2.2.7. Be responsible for opening and closing school facilities; no keys will be issued to Post program personnel. Exception: with authorized approval, KISD will issue keys to CYS, Scouting America and Girls Scout specifically for their youth programs at Fort Cavazos.

2.2.8. Keep the premises clean and safe at the expense of KISD. KISD will be responsible for any property damage and will handle according to the lease.

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2.2.9. File a claim with USAG Fort Cavazos Claims Office for any damaged or destroyed KISD property.

3. 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.

4. GENERAL PROVISIONS:

4.1. POINTS OF CONTACT: The following points of contact (POC) will be used by the Parties to communicate in the implementation of this MOA. Each Party may change its point of contact upon reasonable notice to the other Party.

4.1.1. KISD –

4.1.1.1. KISD Director of District and Community Relations, Angenet Wilkerson, at 254-336-1707.

4.1.1.2. KISD Assistant Superintendent for Administrative Services, Dr. Susan Buckley, at 254-336-2650.

4.1.2. Fort Cavazos DFMWR:

4.1.2.1. Lance Pooler, Deputy Director, DFMWR at 254-287-4339

4.1.2.2. Kristine Caparco, CYS School Liaison Officer at 254-553-3340

4.2. CORRESPONDENCE: All correspondence to be sent and notices to be given pursuant to this MOA will be addressed to:

4.2.1. KISD –

4.2.1.1. angenet.wilkerson@killeenisd.org

4.2.2. USAG Fort Cavazos DFMWR –

4.2.2.1. lance.e.pooler.naf@army.mil; Lance Pooler, Deputy Director, DFMWR (254) 287-4339

4.2.2.2 Kristine.f.caparco.naf@army.mil; Kristine Caparco, CYS School Liaison Officer (254) 288-7946.

4.3. REVIEW OF AGREEMENT: This MOA will be reviewed annually on or around the anniversary of its effective date or triennially in its entirety.

4.4. MODIFICATION OF AGREEMENT: This MOA may only be modified by the written agreement of the Parties, duly signed by their authorized representatives.

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4.5. DISPUTES: Any disputes relating to this MOA will, subject to any applicable law, Executive Order, Directive, or Instruction, be resolved by the consultation between the Parties or in accordance with DoDI 4000.19.

4.6. TERMINATION OF AGREEMENT: This MOA may be terminated by either Party by giving at least 30 days written notice or upon the mutual written consent.

4.7. TRANSFERABILITY: This agreement is not transferrable except with the written consent of the Parties.

4.8. ENTIRE AGREEMENT: It is expressly understood and agreed that this MOA embodies the entire agreement between the Parties regarding the MOA's subject matter.

4.9. EFFECTIVE DATE. This MOA takes effect beginning on the day after the last Party signs.

4.10. EXPIRATION DATE: This agreement expires on 31 July 2029.

5. FINANCIAL DETAILS:

5.1. AVAILABILITY OF FUNDS: This MOA does not document any obligation of funds between the Parties.

AGREED:

Dr. Jo Ann Fey, Ed.D
Superintendent

COL Laticia Stokes
Colonel, US Army
Garrison Commander

(Date)

(Date)