

Memorandum of Understanding

Between
Peaceable Kingdom Retreat Center of Bell County
And
Killeen Independent School District

This is an agreement between Killeen ISD (the "District") and Peaceable Kingdom Retreat Center of Bell County (the "Retreat"). By their execution hereof, the parties agree as follows:

Period of Agreement: This agreement shall commence on September 29, 2026 and shall be automatically renewed for an additional one-year period each first day of September, for a 5-year period, unless written notice of termination or notice of desire for renegotiation is given by either party to the other party and received at least thirty (30) days prior to the renewal date.

Purpose: The Retreat will provide the District's special education and regular education classes the following programs: Environmental Education, Outdoor Education, Transitional/Independent Living Skills, Employability Skills, Leadership Development and more. The Retreat will also provide a location and/or programming for administrative and campus staff development (the "Program"). The Retreat will be available Monday - Friday from 8 am - 5 pm and the Program may include swimming, hiking, ropes/challenge course, putt-putt golf, 2.5 miles of nature trails, dinosaur tracks, campground, historical log cabin, sports court, theater, gardening, vocational training, and culinary/kitchen training.

The Retreat has shown to help children with special needs by:

- Developing independent life skills that enable students with special needs to contribute to and participate in their communities and function responsibly in a home environment
- Improving language and communication skills
- Improving social relationships with peers and teachers

The Retreat has shown that participants have made notable achievements in both cognitive and recreational skills. Positive gains in personal development carried over into the home, school and community settings and increased independence was the predominant outcome of participants' experiences. The Retreat is proving to be increasingly important in the improvement of physical, social, emotional and cognitive skills.

The Retreat Responsibilities:

- Facilitate Program activities at the Retreat
- Maintain the facilities
- Provide staff development when requested and retreat is available
- Furnish information on possible funding sources

- Comply with the provisions of SB9
- Work in collaboration with the District to evaluate program success
- Work in collaboration with the District to develop and implement new activities and programs to benefit the students and teachers of the District
- Provide their rules every time they change

District Responsibilities:

- Work with the Retreat's Director of Programs in tailoring activities to correspond with students Individual Education Plan ("IEP")
- Work with the Retreat's Director of Programs in tailoring activities to meet classroom curriculum objectives and Texas Essential Knowledge and Skills ("TEKS")
- Schedule trips to the Retreat through the Retreat's Director of Programs or other staff
- Comply with the Retreat rules on supervision of children by always having two or more adults within line of sight when working with one or more children
- Be responsible for providing adequate supervision and instruction for students
- Submit, in a timely fashion, the required paperwork for each trip including the Field Trip forms for each child and adult attending
- Bring an adequate number of staff/volunteers to supervise students at the Retreat at a ratio of 1 adult to every 10 students
- Provide transportation for students and staff, to and from the Retreat
- Work in collaboration with the Retreat to evaluate program success
- Work in collaboration with the Retreat to develop and implement new activities and programs to benefit the students and teachers of the District

District Programs: Notwithstanding any other provisions hereof, it is understood and agreed that the school program is that of the District and not of the Retreat. The District will furnish the teachers, additional campus staff (including therapists, paraprofessionals, etc.) curriculum and instructional materials, and will be in charge of the teaching program and the control of the children while at the Retreat. The District will transport the children and teachers to and from the Retreat and will furnish their meals.

The District will agree to maintain insurance with the following limits during the term of this contract and provide proof of coverage to the the Retreat Executive Director:

General Liability	\$2,000,000.00
Fleet Auto Liability	\$1,000,000.00
Workers' Compensation	Statutory Limits

To the fullest extent permitted by law, District will hold Retreat harmless for Program related injuries incurred by District students, teachers, and campus staff while at the Retreat.

Budget: The District will pay the Retreat \$165,000.00 per year for services provided payable in equal payments of \$82,500 on December 1 and July 1 of each year.

Term: This agreement shall commence on September 1, 2026 and shall be automatically renewed for an additional one-year period each first day of September, for a 5-year period, unless written notice of termination or notice of desire for renegotiation is given by either party to the other party and received at least thirty (30) days prior to the renewal date. In the event of termination by District prior to completion of the contract, compensation shall be prorated on the basis of services actually provided, and the Retreat shall be entitled to receive only just and equitable compensation for any satisfactory work completed and expenses incurred up to the date of termination. If the District fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds, then the District will issue written notice to the Retreat and District may terminate the Agreement without further duty or obligation hereunder. District warrants that no member of the District Board of Trustees has a direct or indirect financial interest in the transaction that is the subject of this agreement.

Assignment: The Retreat may not assign this contract to a third party without the written consent of the District. The Retreat must complete an SB9 Contractor Certification form; conduct background check and fingerprinting as required by District, at the Retreat's expense, of all the Retreat's employees providing services under this contract. This is not required of District employees and anyone who has a valid and current Texas certificate issued by the State Board of Educator Certification or the Texas Education Agency. This must be completed prior to the start of any work.

Benefits: A Retreat employee is not an employee of the District, and is not entitled to fringe benefits, pension, workers compensation, retirement, unemployment compensation or any other benefit normally provided to District employees.

Mediation: Either party to the Agreement may demand non-binding mediation of any claim, dispute or other matter in contest between the parties and arising under, out of, or related to this Agreement. All such demands shall be in writing. In the case of claims by the Retreat against the District, no such demand shall be made until the complaint procedure outlined in the District's board policies has been fully exhausted regarding the contested matter. Unless waived by the District in writing, the following are conditions precedent to the institution of civil proceedings by the Retreat against the District concerning a contested matter arising under, out of, or related to this Agreement: (1) full exhaustion of claims through the District's complaint procedure outlined in Board policy; and (2) a written demand by the Retreat for mediation. Following the full exhaustion of claims through the complaint procedure found in Board policy and upon receipt by District of Retreat's written demand for mediation, provide written notice to the Retreat of the District's decision to waive its right to compel such mediation. If the District waives its right to compel mediation, then Retreat is at liberty to pursue its civil remedies, if any. Mediation under this paragraph shall take place before a neutral third party, agreed to

by the parties, in Bell County, Texas. If the parties cannot agree on the neutral party, each shall nominate a mediator, and the two mediators so nominated shall agree on a third party neutral. The mediation shall proceed before the neutral third party under rules mutually agreeable to the parties and the mediator. Each party will bear its own expenses of mediation. The cost of the third party neutral shall be borne equally by the parties. Failure of the mediator to resolve issues acceptable to all parties within 15 days of the mediation shall either party to pursue its civil remedies.

This Agreement and all of the rights and obligations of the parties to this Agreement and all of the terms and conditions of this Agreement will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.

In case any provision of this Agreement should, for any reason, be held invalid or unenforceable in any respect, the invalidity or unenforceability will not affect any other provision of this Agreement, and the Agreement will be construed as if the invalid or unenforceable provision had not been included.

This Agreement, including attachments, all of which are incorporated by reference, constitutes the entire understanding and agreement of the parties, whether written or oral, with respect to the subject matter and supersedes all prior and contemporaneous agreements or understandings between the parties. Unless an agreement is made, in writing that alters this page, for any query brought forward questioning the order of precedence relating to any written agreements between the parties, this contract will supersede all others including any attachments.

Executed this the ____ day of _____, 2026.

Superintendent
Killeen Independent School District

President & Executive Director
Peaceable Kingdom Retreat Center
of Bell County