

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE GADSDEN INDEPENDENT SCHOOL DISTRICT
AND
EI PASO BORDER YOUTH ATHLETIC ASSOCIATION**

This Memorandum of Understanding (“MOU”) is made and entered into between the Gadsden Independent School District, of the State of New Mexico, acting through its Board of Education, 4950 McNutt Rd, Sunland Park, NM 88063, and the El Paso Border Youth Athletic Association, a 501(c)(3) nonprofit corporation, The Gadsden Independent School District and the El Paso Border Youth Athletic Association are sometimes referred to herein as a “Party” or “Parties” to this MOU.

**ARTICLE I
BACKGROUND AND OBJECTIVES**

The purpose of this MOU is to formalize a relationship for coordination and collaboration between the Gadsden Independent School District and the El Paso Border Youth Athletic Association in implementing the “Base Play RBI” after school program (“Program”) which is an after school initiative designed to connect elementary school children in Chaparral New Mexico to their community and their schools through baseball and softball play. The Base Play RBI after school program will be provided at four (4) school district elementary schools: (1) Yucca Heights Elementary, (2), Sunrise Elementary (3) Desert Trail Elementary School and (4) Chaparral Elementary. The Base Play RBI Program will teach the fundamentals of boy’s baseball and girl’s fast-pitch softball to third grade students. The purpose of the Base Play RBI program is to allow students to participate in team oriented activities that keep the students engaged in positive developmental settings while imparting academic accountability, leadership skills and challenging the student both mentally and physically.

**Article II
STATEMENT OF WORK**

1.The Gadsden Independent School District and the El Paso Border Youth Athletic Association will collaborate to allow third grade students to participate in an age appropriate “Fun at Bat” introduction to baseball and softball.

2. The El Paso Border Youth Athletic Association will support this Collaboration by:
 - a. Teaching the fundamental of boy’s baseball and girl’s fast-pitch softball to school district elementary and middle school students.
 - b. Providing a total of twelve (12) practice session. Two practices per week for six weeks. Practice session will begin at 2:30 and end at 4:30 p.m.

- c. Provide a T-shirt to Program participants. A kit for practice will be provided to each campus.
 - d. Recruitment through the program coordinator and student advocate, of coaches and assistant coaches to the Program based on coaching competency guidelines. These Program coaches and all volunteers undergo criminal background checks through the District office before being approved for participation. 2 volunteers per campus. Background checks will be paid for by the Athletic Department.
 - e. Requiring that community coordinators, coaches and assistant coaches work approximately four (4) hours per week performing Program duties.
 - f. Provide end of the year academic achievement awards and celebration.
3. The Gadsden Independent School District will support this Collaboration by:
- a. Allowing the El Paso Border Youth Athletic Association access to the four (4) designated elementary schools to register students to the Program.
 - b. Providing a snack prior to each practice to student participants enrolled in the Program
 - c. Provide school bus transportation to student Program participant's home after each practice
 - d. Appoint a "Student Advocate" to be the Liaison between the schools, staff, and those students participating in the program. This is a voluntary position. There will be one "Student Advocate" for each of the four (4) schools designated under this MOU.
 - e. Allowing Access to Gadsden ISD fields to be used for practices and Saturday games.
 - f. Use of District Facilities in the evenings for team events (i.e. awards ceremony at end of season in the school cafeteria or on athletic field).
 - g. Provide access to grade data for participants in the program via a Grade Data Release form signed by parents.

**Article III
GENERAL PROVISIONS**

The Parties hereby further agree as follows:

1. The Parties will meet annually or as needed, to discuss matters that will meet the purpose and objectives of this MOU.
2. The MOU in no way restricts Gadsden Independent School District from participating in similar activities with other nonprofits, or individuals, or to enter into Authorizations with those entities and individuals.
3. Nothing in the MOU may be construed to obligate the Gadsden Independent School District to any financial expenditure of resources other than the “in-kind” contribution outlined in this MOU.
4. This MOU is neither a fiscal nor a funds-obligation document.

**ARTICLE IV
Evaluation and Reporting**

The Parties will jointly review the effectiveness of this MOU at the end of each school calendar year. The MOU may be amended at any time by the written, mutual consent of the Parties. The approved amendment(s) will immediately become a part of this MOU.

**ARTICLE V
TERM OF MOU**

This MOU shall be executed as of the date of the last signature and shall remain in effect for one year unless terminated or otherwise extended through a modification of this MOU.

**ARTICLE VI
KEY OFFICIALS**

Key officials are essential to ensure maximum coordination and communication among the parties regarding the work being performed. Communication regarding this MOU will be maintained between the Parties by the following persons:

The key official for the Clint Independent School District is:

Travis Dempsey
Superintendent of Schools
Gadsden Independent School District
4950 McNutt Rd
Santa Teresa, NM 88063
Phone: (575_ 882-6200
Fax: (575) -

The Key official for the El Paso Border Youth Athletic Association is:

Kristi Borden
Director of Development
El Paso Border Youth Athletic Association
6801 Commerce Ave., Bldg 7D
El Paso, TX. 79915
Phone: (915) 781-2299
Cell: (915) 433-1656
Fax: (915) 781-2298

ARTICLE VII MODIFICATIONS & TERMINATION

1. This MOU may be modified or extended only through a written instrument, signed, and dated by the Parties.
2. Any Party may terminate this MOU by providing the other Parties with thirty (30) days advance written notice. In the event that one Party provides of its intention to terminate, the Parties will meet promptly to try to resolve their differences.

ARTICLE VIII SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding on the date(s) set forth below.

FOR THE GADSDEN INDEPNENDENT SCHOOL DISTRICT:

, President
Gadsden ISD Board of Trustees

Date: _____

FOR THE EL PASO BORDER YOUTH ATHLETIC ASSOCIATION:

Kristi Borden, Director of Development
El Paso Border Youth Athletic Association

Date: _____