

TO: James L. App, City Manager  
FROM: Ann Robb, Director, Library and Recreation Services  
SUBJECT: After School Enrichment Program MOU  
DATE: June 3, 2008

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Needs: For the City Council to authorize a renewal of the Memorandum of Understanding between the City, the Paso Robles Joint Unified School District (PRJUSD) and San Luis Obispo County YMCA (YMCA).

Facts:

1. In 2006, PRJUSD applied for and received federal grant funding to operate after school enrichment programs for Flamson Middle School and Daniel Lewis Middle School students.
2. The program expanded existing after school activities previously offered by YMCA at Centennial Park in the Teen Center. Typical activities are homework tutoring, arts and crafts, games, guest speakers, sports, music and drama.
3. The City provides the facility, storage, and a display area, all at Centennial Park.

ANALYSIS &  
CONCLUSION

The City, PRJUSD and YMCA have successfully partnered in an after school enrichment program for middle school students. The program is run by the YMCA at Centennial Park. Renewing the MOU will enable the program to continue for the 2008-2009 year.

POLICY

REFERENCE: Current M.O.U.

FISCAL

IMPACT: No new impacts.

OPTIONS:

- a. Authorize renewal of the Memorandum of Understanding between the City, YMCA and PRJUSD for the After School Enrichment Program held at Centennial Park.
- b. Amend, modify, or reject above option.

## **2008 Memo of Understanding (MOU)**

### **AFTER-SCHOOL ENRICHMENT PROGRAM**

This **Memo of Understanding** made this <sup>th</sup> **day of May, 2008**, between:

**Paso Robles Recreation and Library Services (City)**  
600 Nickerson Drive, Paso Robles CA 93446  
Telephone (805) 237-3988

AND

**San Luis Obispo County YMCA (YMCA)**  
1020 Southwood Drive, San Luis Obispo, CA 93401  
Telephone (805) 543-8235

AND

**Paso Joint Unified Unified School District (PRJUSD)**  
800 Niblick Road, Paso Robles, CA 93446  
Telephone (805)238-2222

### **TERMS OF Memo of Understanding (MOU)**

This MOU will become effective on **Tuesday, July 1st, 2008** and continues through June 30, 2009 unless terminated in accordance with the provisions of this MOU.

### **SERVICES TO BE PERFORMED BY YMCA**

**YMCA AGREES TO:**

#### **INSURANCE**

**YMCA** shall obtain and maintain a comprehensive general liability insurance for the entire term of the MOU period. **YMCA** also agrees to provide worker's compensation insurance for **YMCA's** employees and agents and agrees to hold harmless and indemnify the **City**, for any and all claims arising out of any injury, disability or death of any of the **YMCA's** employees or agents.

**YMCA** shall indemnify and hold harmless against any and all liability imposed or claimed, including attorney's fees and/or legal expenses, arising directly or indirectly from any act or failure of **YMCA** or **YMCA's** assistants, employees or agents, including all claims relating to the injury or death of any person or damage to any property.

**City** shall indemnify and hold harmless against any and all liability imposed or claimed, including attorney's fees and/or legal expenses, arising directly or indirectly from any act or failure of the **City** or agents, including all claims relating to the injury or death of any person or damage to property.

## RECORDS

**YMCA** shall keep complete and accurate records for their services performed pursuant to this MOU. **YMCA** shall provide copies of such records as requested by the **City or PRJUSD**. Upon approval of the MOU, the **City or PRJUSD** shall receive a copy of **YMCA's** organizational chart with names and phone numbers for necessary contacts, which will be kept current throughout the term of this MOU.

## SUPPLIES AND EQUIPMENT

**YMCA** will purchase all necessary supplies and equipment in order to carry out the terms of this MOU. Age appropriate games, books, arts and crafts, and snacks, etc. shall be purchased by **YMCA**.

### **YMCA AGREES TO:**

1. **YMCA** agrees to serve as the fiscal agent for grant operations
2. Scope of Services. The **YMCA** shall operate the AFTER-SCHOOL ENRICHMENT PROGRAM, an after school program. Hours of operation shall be immediately after-school each day until 6:00PM. The program shall be organized and fully operational from the first day of opening.
3. AFTER-SCHOOL ENRICHMENT PROGRAM shall provide a free after school program, primarily targeted to local middle school students to be held at both Daniel Lewis Middle School and the Centennial Park Youth Center adjoining the school site as well as Flamson Middle School.
4. The AFTER-SCHOOL ENRICHMENT PROGRAM will operate on all student attendance days as identified on the PRJUSD adopted calendar.
5. The **YMCA** shall offer activities which are developmentally age appropriate and shall include, but not limited to the following components: daily snacks, tutoring, homework, arts and crafts, sports, games, music, drama, cooking, clubs, guest speakers, vocational education, cultural exchange and environmental awareness in compliance with the standards outlined in the Grant.
6. Parents and staff members may visit the program at any time without notice.
7. Copies of all materials distributed to the parents and/or children, program evaluations, flyers, press releases, etc. and other related materials shall be given to Annie Robb, Director of Recreation or her designate, for prior approval before giving material to the youth and their families as well as Steve Campbell, Director of Special Projects.
8. The **YMCA** shall keep the premises clean and shall put away all program equipment and supplies every night. The floors of the room shall be swept. Tables, chairs and counters shall be wiped clean each night. Other areas used shall also be left neat and orderly at the end of each use.

## **THE CITY AGREES TO:**

1. **CITY** agrees to comply with all reasonable requests of the **YMCA and PRJUSD** necessary to the performance of the **YMCA's** duties under this MOU and the requirements of the grant.
2. **CITY** agrees to make available to the **PRJUSD and the YMCA** at no charge appropriate and adequate facilities such as the café, computer area, game room, gymnasiums and other classrooms during program hours or for extended hours, with no fee for the purposes of staff and or parent meetings as well as family special events or extra-curricular field-trip staging.
3. **CITY** agrees to continue to seek ways to provide support for after school programs emphasizing academic, social and physical needs of youth utilizing community resources.
4. **YMCA** shall be given access to display materials for parents and participants
5. The **YMCA** may have use of adequate storage, to store program equipment and supplies.

## **PRJUSD AGREES TO:**

1. The PRJUSD agrees to comply with all reasonable requests of the **YMCA** necessary to the performance of the **YMCA's** duties under this MOU; including, but not limited to: tracking enrollee's attendance in school, grades and star testing. Additionally, teachers' with enrollees will be asked to offer feedback on homework completion rates and attitude in class.
2. **PRJUSD** agrees to make available to the **YMCA** appropriate and adequate facilities such as the gymnasium, kitchen, classrooms, playground, etc. or for extended hours, with no extra fee for the purposes of staff and or parent meetings as well as family special events or extra-curricular field-trip staging.
3. **YMCA** shall be given access to distribute materials to parents and participants through the usual means utilized by the school.
4. **PRJUSD** agrees to continue to seek ways to provide support for after school programs emphasizing academic, social and physical needs of youth utilizing community resources.

## **TERMINATION OF MOU**

Should the default occur in the performance of this MOU, or materially breach any of it's provisions, any partner may terminate this MOU by giving written notification to the remaining partners. Material breach of this MOU shall include, but is not limited to the following: destruction of property, dishonesty, theft, or upholding the best interest of all children in this program, or non-compliance to the agreed terms of this MOU.

**YMCA**

**Company Name: San Luis Ob. Co YMCA**

By: \_\_\_\_\_

Name and Title:

**Jenifer Rhynes, YMCA CEO**

Dated : \_\_\_\_\_

**San Luis Obispo County**

**Y.M.C.A.**

1020 Southwood Drive

San Luis Obispo, CA 93401

Telephone (805) 543-8235

Taxpayer ID Number: **95-2147727**

**CITY**

**City of Paso Robles**

By: \_\_\_\_\_

Name and Title:

**James App, City Manager**

Date: \_\_\_\_\_

**City of Paso Robles**

**(City)**

600 Nickerson Drive,

Paso Robles CA 93446

Telephone (805) 237-3988

**PRJUSD**

**Paso Robles Joint Unified School District**

By: \_\_\_\_\_

Name and Title:

**Dr. Kathy McNamara, PRJUSD Superintendent**

Date: \_\_\_\_\_

**Paso Unified School District**

**(PRJUSD)**

800 Niblick Road

Paso Robles, CA 93446

Telephone (805)238-2222

RESOLUTION NO. 08- \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
EL PASO DE ROBLES RENEWING A MEMORANDUM OF UNDERSTANDING FOR  
AFTER SCHOOL ENRICHMENT PROGRAM

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WHEREAS, in 2006, the Paso Robles Joint Union School District (PRJUSD) applied for and received federal grant funding to operate after school enrichment programs for Flamson Middle School and Daniel Lewis Middle School students; and

WHEREAS, the program is administered by San Luis Obispo County YMCA (YMCA) and expanded existing after school activities; and

WHEREAS, typical activities include homework tutoring, arts and crafts, drama, sports and games, music and guest speakers; all age appropriate quality activities that enhance development of young minds and bodies; and

WHEREAS, a portion of the program activities takes place on city property at Centennial Park; and

WHEREAS, a Memorandum of Understanding between the City, PRJUSD, and YMCA describes the roles of each of the participating agencies and is thus beneficial to the program,

THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF EL PASO DE ROBLES AS FOLLOWS:

SECTION 1. That the City Council authorizes a renewal of the Memorandum of Understanding between the City, PRJUSD, and YMCA for the After School Enrichment Program for the 2008-2009 year.

PASSED AND ADOPTED by the City Council of the City of El Paso de Robles this 20th day of May, 2008, by the following roll call vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

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Frank Mecham, Mayor

ATTEST:

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Deborah Robinson, Deputy City Clerk