



MEMORANDUM of UNDERSTANDING
BETWEEN
Pequea Valley School District (District) AND SWAN4Kids

1. **Purpose:** SWAN: Scaling Walls a Note at a Time is an after school program that provides free music lessons, ensemble training, performance opportunities and mentoring specifically for children affected by parental incarceration.
2. **Background:** SWAN's pilot program began in 2011 by providing weekly music & theory lessons to a small group of children at The Mix at Arbor Place and by 2014 we also served children at St. Joseph's Church. By 2016 our program was recognized by the School District of Lancaster as critically needed intervention and SWAN was welcomed into their schools as an after-school program. SWAN is also permitted to teach private lessons during school hours to kindergarteners and children who are unable to manage an ensemble situation due to trauma or other disabilities. During the 2018 - 19 school year, SWAN served 200 children in 11 city public schools and at YIC. In 2017 and 2018 we ran a 5-week morning summer "camp" in several public schools. During the summers of 2019 and 2022, we received more assistance from the district that enabled us to run a full day, 5-week camp. When the school schedule was disrupted by COVID, SWAN offered private Zoom lessons. Those lessons continue for students who do not have a SWAN program established at their school or who are unable to stay after school for in person group lessons. As the schools reopened in 2021-22 and allowed after school activities to resume, SWAN was invited to continue serving the children in the district.
3. **Duration of Agreement:** This Agreement becomes effective on the date signed and shall end on August 31, 2023
4. **Responsibilities:** As a part of the agreement each organization agrees to the following:

Pequea Valley School District:

- Will provide classrooms for lessons. Will assist in identifying students who qualify for SWAN.

SWAN:

- SWAN: Scaling Walls a Note at a Time will provide free music lessons, ensemble training, performance opportunities, and mentoring to enrolled children affected by parental incarceration. This program will run during the school year and for 5 weeks during the summer. Our goals are to have children experience the joy of music, learn to sing as an ensemble and learn to play various instruments. They will be given opportunities to perform. While this instruction is taking place, children's ability to focus will be sharpened as well as their emotional and social intelligence. Their cognitive and non-cognitive skills will also be enhanced.

5. **Confidentiality:** Contractor shall be bound by and shall comply with the Family Educational Rights and Privacy Act ("FERPA"), Protection of Pupil Rights Act ("PPRA"), the State Board of Education Guidelines,

the Health Insurance Portability and Accountability Act (“HIPAA”), to the extent applicable, and any other applicable Federal, State, and/or Local legislation regarding Student Information.

6. Indemnity and Hold Harmless. The Contractor agrees to indemnify and hold harmless the District and each of the District’s directors, officers, employees and agents from and against any and all damages to property or injuries (including death) to any person and all costs (including reasonable counsel fees), expenses, claims, demands, actions and causes of action which relate to or arise by reason of any act or omission of the Contractor (or any of the Contractor’s directors, officers, employees, agents, contractors or business invitees), whether such act or omission is intentional, reckless, negligent or inadvertent.

7. Background Checks: The School District, pursuant to Pennsylvania Law, requires State and FBI Criminal Record Checks, as well as a Child Abuse History Clearance, for all employees, student teachers, bus drivers, and contractors and their employees that have direct contact with children. The Contractor shall comply with all requirements in this regard imposed by the School District or applicable law. Direct contact with children is generally defined in the State Board of Education Regulations, Chapter 8, Section 8.1, as the possibility of care, supervision, guidance or control of children or routine interaction with children. Direct contact with children is defined by the Department of Public Welfare in Title 55 of the Pennsylvania Code, Chapter 3490, generally as access to children by a school employee who has routine and unsupervised access to children in the course of carrying out the employee’s responsibilities in a school. The term “school employee” includes independent contractors and their employees.

8. Insurance: Contractor shall obtain and maintain Comprehensive General and Professional Liability Insurance for no less than \$1,000,000 per occurrence with not more than \$1,000 per occurrence deductible or self-insurance retention. District shall be named as a certificate holder and an additional insured under such insurance coverage. Contractor must additionally maintain Worker’s compensation insurance, disability benefit and other social insurance as may be required by the law.

9. Terms of Agreement: Either party may terminate this agreement upon 30 days written notice, sent to the President and/or Department Coordinator of the respective organization. This agreement may be immediately terminated by either party, without notice, for actions that are determined to be fraudulent, illegal, unethical, or dangerous to the intended recipients.

Effective Administration and Execution of this Memorandum of Understanding: Effective execution of the Agreement will be achieved through continuing communication and dialogue between parties. Either party may request a meeting to discuss modifications, successes, or challenges at any time and must mutually agree upon any changes made to this agreement.

Signature Authority:

Dr Erik Orndorff
Superintendent
Pequea Valley School District

Date

Date