

MEMORANDUM OF UNDERSTANDING

Between
Bethel Woods Center for the Arts
and
Sullivan West Central School District

This Memorandum of Understanding (“MOU”) is entered into as of October 1, 2025 by and between Bethel Woods Center for the Arts, Inc (“BWCA”), a New York State registered nonprofit organization (EIN: 45-4083198), independently governed and operating under Section 501(c)(3) of the Internal Revenue Code, and Sullivan West Central School District (“School District”), a public school district organized under the laws of the State of New York.

This MOU formalizes a partnership to support the delivery of *The Academy at Bethel Woods* (“The Academy”), a year-round after-school youth development program in modern music and art & design for students in grades 9–12. BWCA serves as the sole program provider and operator, while the School District acts primarily as a recruitment and support partner. This MOU does not create a joint venture, agency, or shared governance structure. Each party retains independent authority over its operations, policies, and personnel.

I. PURPOSE

The purpose of this MOU is to establish a one-year pilot partnership between the School District and BWCA in support of *The Academy*, a free, after-school program in modern music and art & design for students in grades 9–12 at the school district. This pilot phase aims to provide immediate access to high-quality arts programming while assessing program fit, impact, and opportunities for deeper collaboration.

This initial agreement also lays the foundation for a long-term, committed partnership—one that enables students to grow with *The Academy* year over year, with the future goal of engaging students from middle school through high school graduation. BWCA seeks school partners that share this vision of sustained, sequential growth and are committed to building a durable pipeline of opportunity for their students.

This MOU affirms that while the School District will primarily serve as a recruitment and support partner and BWCA as the independent service provider, the partnership is grounded in a shared commitment to youth development, creative learning, and equity of access. It does not establish a joint venture or shared governance structure; each party retains independent oversight and responsibility for its own operations, staffing, and policies.

II. TERM

This MOU shall commence on October 1, 2025 and continue through June 26, 2026, unless terminated earlier in accordance with Section X. The term may be extended by mutual written agreement.

III. BWCA RESPONSIBILITIES

BWCA agrees to:

1. Program Delivery

- Deliver two 12-week after-school semesters (Fall and Spring), meeting 2x per week (~3:00–5:00 PM) at BWCA.
- Provide optional weekend workshops, performances, open studios, and 1–2 field trips per semester.
- Host culminating exhibitions, performances on BWCA campus and other special opportunities to integrate into BWCA programming.

2. Facilities & Materials

- Provide Academy participant access to Bethel Woods' state-of-the-art campus, including recording studios, digital labs, and visual art studios.
- Supply all necessary equipment, instruments, and art materials at no cost to Academy students or families.

3. Staffing & Curriculum

- Employ trained Teaching Artists in Modern Music and Art & Design, supported and supervised by full-time BWCA staff.
- Deliver a curriculum aligned with National Core Arts Standards and, as appropriate and determined by the school, the NYS Independent Arts Assessment Pathway (IAAP), with integrated SEL and career-readiness competencies.

4. Cost

- Deliver all programming and materials at no cost to students or families.
- Offer pilot participation to the School District free of charge for Year One.
- Seek long-term partners that, following a full year of participation, are willing to evaluate the program's value and impact and endeavor in good faith to provide financial support commensurate with their available budget, resources, and priorities to help sustain the program into the future.
- Affirm that regardless of a school district's ability to contribute financially, participation in The Academy shall remain accessible to its students without cost to families for the term of this agreement.

IV. SCHOOL DISTRICT RESPONSIBILITIES

The School District agrees to:

1. Student Recruitment and Access

- Promote The Academy opportunity through school counselors, teachers, and assemblies, over the loudspeaker, at club fairs and wherever appropriate.
- Facilitate BWCA access to host student interest meetings and speak at relevant faculty development sessions.

- Identify and refer students who demonstrate motivation and potential in music or the arts, including those with no prior experience.
- Endeavor to maintain a cohort of committed students engaged in the long-term trajectory of the program in partnership with BWCA.

2. Staff Liaison and Planning

- Designate a school-based liaison/faculty ambassador (to be compensated by BWCA as a part-time contractor).
- Participate in partnership planning and evaluation meetings with BWCA staff throughout the program year.

3. Transportation Collaboration

- Collaborate in good faith to support transportation to and from BWCA 2x per week after school.
- The school district will add a stop at BWCA to an existing transportation run in the area for student drop off after school.
- BWCA will supply return transportation routes through a Rolling V charter.
- Acknowledge that each party shall retain responsibility for final transportation decisions and implementation in accordance with its own governance, policies, and insurance coverage.

4. Program Alignment

- Support awareness of The Academy within school culture and scheduling as appropriate, while recognizing the independent nature of BWCA's program operations.

V. STUDENT PARTICIPATION

BWCA and the School District will collaborate to ensure equitable access. BWCA will handle student registration, attendance, supervision, and related logistics. Students and families must complete BWCA enrollment forms, including waivers and media release forms.

VI. DATA SHARING & EVALUATION

To support program evaluation, the Parties agree to share non-identifiable, aggregate-level data as permitted by law. No personally identifiable student information shall be shared without express written consent and in compliance with FERPA, New York State Education Law §2-d, and all applicable regulations. Data is sought to support program evaluation as it relates to school attendance, graduation rates, academic status, conduct and/or other relevant indicators of student growth over time.

VII. NON-DISCRIMINATION

Each party affirms that it will not discriminate on the basis of race, color, creed, religion, gender, sexual orientation, gender identity or expression, age, disability, marital status, veteran status, national origin, or any other protected category under federal or New York State law.

VIII. LIABILITY AND INSURANCE

Each party shall be solely responsible for its acts and omissions and those of its employees, contractors, and agents. BWCA shall maintain general liability insurance and workers' compensation coverage, and will provide proof of coverage upon request.

To the fullest extent permitted by law, BWCA indemnifies and will defend (with mutually agreed upon counsel) and hold harmless the School District, its employees, agents, representatives and members of the Board of Education, from any and all liabilities, losses, costs, damages and expenses (including, but not limited to, reasonable attorney's fees and disbursements) arising from any claims, disputes, or causes of action of whatever nature arising, in whole or in part, from the performance of BWCA's services hereunder, any breach of this Agreement by BWCA or the action of, or the failure to act by BWCA, BWCA's representatives or employees, or anyone for whose acts BWCA may be liable.

IX. AMENDMENTS

This MOU may only be amended in writing, signed by authorized representatives of both Parties.

X. TERMINATION

Either Party may terminate this MOU upon thirty (30) days' written notice. The Parties agree to coordinate to ensure minimal disruption to student experience in the event of termination.

XI. RELATIONSHIP OF THE PARTIES

- a. Independent Status: BWCA operates as an independent, nonprofit service provider. Nothing in this MOU shall be construed to create a joint venture, partnership, agency, employment relationship, or fiduciary obligation between the Parties.
- b. Separate Governance and Oversight: Each Party shall retain full authority and control over its respective operations, staffing, program delivery, transportation, and policy decisions.
- c. Defined Roles: The School District shall serve primarily as a referral and recruitment partner. BWCA shall act as the service provider, solely responsible for program design, content, delivery, staff supervision, facilities, and outcomes.

XII. ENTIRE AGREEMENT

This MOU contains the entire understanding between the Parties with respect to the subject matter herein and supersedes all prior understandings, oral or written. Any attachments referenced herein are incorporated by reference.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the Effective Date.

BETHEL WOODS CENTER FOR THE ARTS

By: Devin O'Brien
Name: Devin O'Brien
Title: Director of Impact
Date: 9/26/25

By: _____
Name: Dr. Kathleen Bressler
Title: Superintendent of Schools
Date: _____

**DATA PRIVACY PLAN AND
PARENTS' BILL OF RIGHTS
FOR DATA SECURITY AND
PRIVACY**

Pursuant to Section 2-d of the Education Law, agreements entered into between the District and a third-party contractor which require the disclosure of student data and/or teacher or principal data that contains personally identifiable information (“PII”) to the contractor, must include a data security and privacy plan and must ensure that all contracts with third-party contractors incorporate the District’s Parents’ Bill of Rights for Data Security and Privacy.

As such, Bethel Woods Center for the Arts agrees that the following terms shall be incorporated into the contract for services (“the Contract”) and it shall adhere to the following:

1. The Contractor’s storage, use and transmission of student and teacher/principal PII shall be consistent with the District’s Data Security and Privacy Policy available here: <https://simbli.eboardsolutions.com/Policy/ViewPolicy.aspx?S=170010&revid=x3mKsZp8z9u38uDcezwHVA==&ptid=amIgtZiB9plushNjl6WXhfiOQ==&secid=&PG=6&IRP=>
2. Contractor shall not sell personally identifiable information nor use or disclose it for any marketing or commercial purpose or permit another party to do so.
3. The exclusive purposes for which the student data or teacher or principal data will be used under the contract are set forth in Paragraph 2 of the Contract only for the term of 9/26/25 – 9/26/26 the Contract as set forth in Paragraph.
4. The Contract shall maintain the following administrative, operational and technical safeguards and practices to protect PII, which shall align with the NIST Cybersecurity Framework, including:
 - a. PII data will be protected using encryption while in motion and at rest and in transit using industry-standard methods (e.g., AES-256 and TLS)
 - b. PII will be stored on secure servers with password protection and limited staff access. Security is ensured through firewalls, access controls, and regular updates. All student data and/or teacher or principal data will be stored by Bethel Woods Center for the Arts on secure, access-controlled servers managed by its IT provider.
 - c. Only authorized staff may access areas where PII is stored. Paper records are kept in locked cabinets; server access is restricted.
5. The Contractor shall ensure that no PII is disclosed to employees, subcontractors, or other persons or entities unless they have a legitimate educational interest and only for purposes necessary to provide services under the Contract.
6. Contractor shall ensure that all employees, subcontractors, or other persons or entities who have access to PII will abide by all applicable data protection and security

requirements, including, but not limited to, those outlined in applicable laws and regulations (e.g., FERPA, Education Law Section 2-d). Contractor shall provide training to any employees, subcontractors, or other persons or entities to whom it discloses PII and breach reporting procedures. Training will be completed prior to access being granted.

7. Contractor shall not disclose PII to any other party other than those set forth above without prior written parental consent or unless required by law or court order. If disclosure of PII is required by law or court order, the Contractor shall notify the New York State Education Department and the District no later than the time the PII is disclosed unless such notice is expressly prohibited by law or the court order.
8. Upon expiration of the contract, the PII will be returned to the District and/or destroyed. Specifically, at contract end, all PII will either be securely returned to the District or permanently destroyed, with written confirmation provided.
9. The parent, student, eligible student, teacher, or principal may challenge the accuracy of the student data or teacher or principal data collected by submitting a written request to Suzanne Morris, Senior Director of Museum Education & Creative Programs at Bethel Woods Center for the Arts smorris@bethelwoodscenter.org.
10. The Contractor shall take the following steps to identify breaches or unauthorized releases of PII and to notify the District upon learning of an unauthorized release of PII. a. Provide prompt notification to the District no later than seven (7) calendar days from date of discovery of a breach or unauthorized release of PII. Contractor shall provide notification to the District's data privacy officer by phone and by email. b. Contractor shall cooperate with the District and law enforcement to protect the integrity of the investigation of any breach or unauthorized release of PII. c. Where a breach or unauthorized release is attributed to the Contractor, the Contractor shall pay for or promptly reimburse the District for the full cost of such notification.
11. A complete list of all student data elements collected by the State is available for public review at <http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx>, or parents may obtain a copy of this list by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, NY 12234.
12. Parents have the right to file complaints with the District about possible privacy breaches of student data by the District's third-party contractors or their employees, officers, or assignees, or with NYSED. Complaints to NYSED should be directed in writing to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany NY 12234, email to CPO@mail.nysed.gov. 3522955.1 The District shall publish this contract addendum on its website

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Devin O'Brien

Vendor Signature

9/26/25

Date