

Memorandum of Agreement for Arts Education Activities

This Memorandum of Agreement (the “Agreement”) is made and entered into by the Glema Mahr Center for the Arts/Madisonville Community College, an institution of the Kentucky Community and Technical College System (hereinafter, “the Glema”), and Hopkins County Schools Commission (hereinafter, “HCS”).

AGREEMENT TERM:

This Agreement will become effective upon the date it is signed by both parties, and it will continue in effect until June 30, 2023. This Agreement may be extended for additional one (1)-year terms, if agreed upon in writing by the parties. This Agreement may be modified only by mutual written agreement. Either party may cancel this Agreement at any time for cause, or may cancel without cause on a 30-day written notice.

PURPOSE:

The purpose of this Agreement is to coordinate and implement arts education activities that address the mission of the Glema and the needs of HCS students.

DUTIES/RESPONSIBILITIES OF THE GLEMA:

The Glema will:

- 1) Program School Days Matinee performances that align with State arts curriculum standards.
- 2) Produce two theatre/musical theatre performances to be presented jointly by Madisonville North Hopkins High School and Hopkins County Central High School (Fall 2022/Spring 2023). Two (2) weeks of technical preparation time at the Glema will be scheduled for the productions. A rehearsal period of approximately eight (8) weeks will also be scheduled at the Glema, as previously scheduled conflicts and college events permit. The Glema will pay all royalties, print promotional materials and programs, build scenery, and provide lighting and sound in connection with these productions.
- 3) Host HCS District Talent Showcases and the HCS Choral Festival.
- 4) Host individual school arts education related concerts (band & choral) for a user fee of \$200 per event, which will be invoiced to and paid by the individual school or Booster organization.
- 5) Host “Street Heat”, a Louisville band comprised of public safety workers that presents a positive approach to life skills, for the benefit of the 4th-6th grade students in Hopkins County, contingent on the band’s availability.
- 6) Coordinate and host a K-12 student art exhibition during March 2023, to highlight student work.
- 7) Pay HCS per Paragraph 2 of the “Financial Data and Terms” section, below.

DUTIES/RESPONSIBILITIES OF HCS:

HCS will:

- 1) Keep an up-to-date Certificate of Insurance on file with the Glema.
- 2) Coordinate bus transportation for performances.
- 3) Pay the Glema per Paragraph 1 of the “Financial Data and Terms” section, below.

FINANCIAL DATA AND TERMS:

The parties agree as follows:

- 1) The Glema will invoice HCS in the amount of Ten Thousand Dollars (\$10,000.00), which will cover: (a) Admission for every HCS student in grades K, 2, 4, 6, 8, and 10 to attend one grade-appropriate School Day Matinee performance; and (b) Facility usage for HCS District Talent Showcases, the Choral Festival, and the Art Exhibition. HCS will pay the invoice in accordance with its terms.
- 2) The Glema will collect admission for all performances of the HCS musical play production. Within sixty (60) days of last performance, the Glema will pay, by KCTCS check payable to HCS (attention: individual school music teacher), 70% of the NET box office income.

SCHEDULING, CANCELLATIONS, AND HEALTH & SAFETY PROTOCOLS:

All events described in this Agreement will be scheduled at mutually agreeable dates and times. If either party is required to cancel any of the events described in this Agreement, then the parties will work together, in good faith, to (a) reschedule the event at a mutually agreeable date and time, (b) provide an alternative event for the students to attend, or (c) make any necessary financial adjustments to address the event’s cancellation. Both parties will comply with and enforce pandemic protocols in place for either MCC/KCTCS or HCS that are in place at the time of a scheduled activity.

DISPUTE RESOLUTION:

The parties do not expect any unresolvable disputes to arise between them under this Agreement. However, in the event a dispute does arise, the parties agree to attempt resolution through good faith negotiations. If the parties are not able to resolve their dispute through good faith negotiations, each party will be free to seek resolution in Franklin County Circuit Court in Frankfort, Kentucky.

GOVERNING LAW:

This Agreement shall be construed in accordance with the laws of the Commonwealth of Kentucky. Because both parties are Kentucky public agencies, any and all allegations and claims for negligence against either party arising from actions taken under this Agreement shall be brought before the Kentucky Claims Commission pursuant to KRS Chapter 49.

By Dr. Cynthia Kelley, President/CEO
Madisonville Community College
Date: _____

Amy Smith, Superintendent
Hopkins County Schools
Date: _____