

MEMORANDUM OF UNDERSTANDING

Between Tipton Community School Corporation and Tipton Community Theatre

For Performing Arts Partnership and Facility Use

This Memorandum of Understanding ("MOU") is entered into by and between Tipton Community School Corporation ("TCSC") and Tipton Community Theatre ("TCT"). TCSC and TCT may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, TCSC is the duly authorized public school corporation serving students in Cicero, Jefferson, and Madison Townships, Tipton County, Indiana;

WHEREAS, TCSC owns and operates the Tipton High School auditorium and related performing arts spaces for school programming and community benefit;

WHEREAS, TCT is a community-based, all-volunteer not-for-profit theatre organization that has presented productions in the Tipton High School auditorium for more than three decades;

WHEREAS, TCT has provided substantial volunteer support to TCSC performing arts programs, including assistance with set construction, costuming, stage management, sound and lighting, technical support, and approved auditorium maintenance and improvement projects;

WHEREAS, TCT also provides youth productions, school-day matinee opportunities, and other performing arts experiences that benefit students and the broader Tipton community;

WHEREAS, TCSC desires to continue making the Tipton High School auditorium and related facilities reasonably available to TCT, subject to school priorities, safety requirements, scheduling, and the terms of this MOU;

WHEREAS, TCT desires to continue supporting TCSC performing arts programs and to recognize and promote its partnership with TCSC; and

WHEREAS, the Parties desire to formally define their respective responsibilities, facility-use expectations, safety obligations, financial arrangements, and legal protections related to this longstanding collaboration;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

ARTICLE I: PURPOSE AND SCOPE

The purpose of this MOU is to formalize the longstanding performing arts partnership between TCSC and TCT. The Parties intend for the relationship to expand community access to the performing arts, support student performance opportunities, preserve and enhance the Tipton High School auditorium, and clearly define the terms under which TCT may use TCSC facilities and provide volunteer support to TCSC programs.

Nothing in this MOU gives TCT exclusive rights to any TCSC facility, transfers control of school property or school programs to TCT, or authorizes either Party to bind the other to any contract, financial obligation, or representation except as expressly stated herein.

ARTICLE II: TERM AND TERMINATION

A. Term

This MOU shall become effective on the date of the last authorized signature and shall remain in effect through June 30, 2027, unless terminated earlier as provided herein.

B. Renewal

This MOU may be renewed annually by mutual written agreement of the Parties. Renewal may be approved through written confirmation by the authorized representatives of each Party unless Board approval is required by TCSC policy or applicable law.

C. Termination Without Cause

Either Party may terminate this MOU without cause upon thirty (30) calendar days' written notice to the other Party.

D. Immediate Suspension or Termination

TCSC may immediately suspend or restrict TCT access to TCSC facilities, equipment, storage areas, keys, access credentials, or student activities if TCSC determines, in its sole discretion, that such action is necessary to protect student safety, school security, facilities, school operations, or compliance with law or Board policy. Either Party may terminate this MOU immediately upon written notice if the other Party materially breaches this MOU and the breach is not capable of cure or presents an immediate safety, security, legal, or liability concern.

ARTICLE III: FACILITY USE AND SCHEDULING

A. Approved Facilities

Subject to availability and TCSC approval, TCT may use the Tipton High School auditorium and related areas reasonably necessary for approved productions, rehearsals, meetings, workshops, school-day matinees, and other performing arts activities. Related areas may include the stage, lobby, dressing rooms, restrooms, sound and lighting booth, scene shop, backstage areas, and approved storage areas. Use of classrooms, cafeterias, kitchens, athletic areas, offices, or other school spaces requires separate approval.

B. School Priority

TCSC school-day instructional activities, school-sponsored programs, extracurricular activities, Board meetings, emergency operations, and other TCSC needs shall have priority over TCT use. Approval of a date does not create a property interest or guarantee that the facility will remain available if TCSC reasonably determines that a school, safety, maintenance, or emergency need requires a change. TCSC shall provide TCT as much notice as reasonably practicable when a previously approved date must be modified or cancelled.

C. Scheduling Process

TCT shall request production, rehearsal, load-in, set-construction, strike, matinee, and related dates through the TCSC Superintendent or designee and the Tipton High School Principal or designee. No TCT activity shall be considered approved until TCSC provides confirmation through its designated scheduling and facility-use process. The Parties are encouraged to develop an annual production and facility-use

calendar, which may be maintained as **Appendix B** and updated without amending the body of this MOU; however, the annual calendar is for advance planning only and does not replace any permit, application, release, insurance documentation, or other approval required by Article IX, Board Policy G375, or TCSC procedures.

D. Limited, Revocable License

TCT's use of TCSC facilities is a limited, non-exclusive, revocable license. Nothing in this MOU creates a lease, tenancy, easement, ownership interest, or exclusive right of possession in favor of TCT.

ARTICLE IV: RESPONSIBILITIES OF TIPTON COMMUNITY THEATRE

TCT shall use reasonable efforts to support the performing arts partnership through the activities described in this Article, subject to the availability of volunteers, personnel, resources, scheduling, and mutual agreement of the Parties. Nothing in this Article shall require TCT to provide any particular volunteer, service, equipment, material, or financial contribution when TCT reasonably determines that it lacks the personnel, resources, or capacity to do so.

Subject to the foregoing, TCT shall be responsible for the following:

1. Planning and operating TCT productions, rehearsals, workshops, matinees, and other TCT-sponsored activities conducted in TCSC facilities;
2. Providing reasonable volunteer assistance, when requested with reasonable notice and when volunteers are available, to TCSC school-sponsored performing arts activities, including the Tipton High School musical and other school productions;
3. Providing or assisting with set construction and strike, costuming, stage management, sound and lighting operation, technical support, and other production assistance as mutually agreed;
4. Providing reasonable technical assistance to TCSC choir, band, theatre, and other performing arts programs when mutually scheduled;
5. Consulting with TCSC regarding auditorium maintenance and improvement needs and providing volunteer expertise or labor for projects specifically approved in advance by TCSC;
6. Making reasonable efforts to continue school-day matinee opportunities at a reduced or subsidized cost when production content, scheduling, and staffing permit;
7. Recognizing and promoting the partnership with TCSC in an appropriate manner at TCT performances and community activities, subject to Article XIV;
8. Providing trained and responsible personnel to operate theatrical, sound, lighting, rigging, or other specialized equipment used during TCT activities;
9. Obtaining all licenses, royalties, permissions, performance rights, music rights, and other intellectual-property permissions required for TCT productions and activities;
10. Maintaining appropriate records, insurance, emergency procedures, and internal supervision for TCT-sponsored activities;
11. Leaving TCSC facilities in a clean, orderly, and safe condition following each use and completing set strike, storage, and restoration within the timeline approved by TCSC; and
12. Promptly reporting facility damage, equipment problems, injuries, safety concerns, lost keys or credentials, or other incidents to TCSC.

Limits of TCT Authority

TCT shall not represent itself as having authority to make decisions for TCSC, direct TCSC employees outside the scope of a mutually agreed activity, obligate TCSC to any purchase or contract, make permanent changes to TCSC property, or make commitments on behalf of TCSC without prior written authorization.

ARTICLE V: RESPONSIBILITIES OF TCSC

TCSC shall support the partnership by:

1. Making the Tipton High School auditorium and approved related spaces reasonably available to TCT for approved activities, subject to school priority, scheduling, safety, maintenance, and operational needs;
2. Designating the Superintendent or designee and the Tipton High School Principal or designee as TCSC contacts for coordination of this MOU;
3. Providing TCT reasonable access to installed auditorium equipment and approved storage areas when such access is appropriate and consistent with TCSC safety and security procedures;
4. Communicating relevant building schedules, closures, emergency changes, maintenance concerns, and facility-use expectations to TCT;
5. Providing TCT with reasonable notice of school performing arts needs for which volunteer assistance is requested;
6. Retaining responsibility and final authority for all TCSC school-sponsored programs, student supervision, school discipline, curriculum, staffing, and use of school property; and
7. Cooperating with TCT in identifying mutually beneficial opportunities to expand student and community access to the performing arts.

ARTICLE VI: SCHOOL-SPONSORED PRODUCTIONS AND STUDENT INTERACTION

A. TCSC Control and Student Supervision

When TCT personnel assist with a TCSC school-sponsored production, concert, rehearsal, workshop, or other school activity, TCSC shall retain responsibility for the activity and for supervision, custody, discipline, and educational decisions involving TCSC students. TCT volunteers may provide technical, production, artistic, or other support under the direction of the designated TCSC employee or activity sponsor.

B. Volunteer Screening and Conduct

TCT personnel who have regular, direct, or unsupervised interaction with TCSC students in connection with a school-sponsored activity shall satisfy applicable TCSC volunteer screening, background check, visitor, identification, and child-safety requirements before such access is permitted. TCSC may deny, limit, or revoke any individual's access when TCSC determines that doing so is appropriate for student safety, school security, or compliance with Board policy.

C. Student Information

TCT is not authorized to access TCSC student education records under this MOU. TCT personnel shall receive only the student information reasonably necessary to perform an approved role and shall maintain the confidentiality of any nonpublic student information learned through participation in a school activity.

Any access to student education records must be separately authorized by TCSC and comply with applicable law.

D. Mandated Reporting and Safety Concerns

Nothing in this MOU limits any individual's responsibility to report suspected child abuse or neglect as required by law. TCT personnel shall promptly communicate to the designated TCSC administrator any student safety, boundary, injury, harassment, discrimination, or other concern arising during a school-sponsored activity, consistent with applicable reporting requirements.

ARTICLE VII: TCT-SPONSORED PRODUCTIONS AND PARTICIPANT SUPERVISION

A. TCT Responsibility

TCT shall be solely responsible for the planning, staffing, supervision, ticketing, participant management, volunteer management, production decisions, and day-to-day operation of TCT-sponsored productions and activities, even when those activities occur in TCSC facilities.

B. Minors Participating in TCT Activities

When children or students participate in a TCT-sponsored activity that is not a TCSC school-sponsored activity, TCT shall be responsible for registration, parent or guardian permissions, emergency contacts, supervision, conduct expectations, pickup or release procedures, background screening of TCT personnel, and other child-safety procedures. A participant's enrollment in TCSC does not by itself place that participant in TCSC custody or make TCSC responsible for supervision during a TCT-sponsored activity.

C. TCSC Employees or Students Participating Independently

A TCSC employee, student, or family member who voluntarily participates in a TCT-sponsored activity does so in the capacity established by TCT unless TCSC has separately designated the activity as school-sponsored in writing.

D. TCT Revenues and Obligations

TCT shall be responsible for its own ticket sales, concessions, sponsorships, donations, royalties, taxes, licensing fees, vendor obligations, and other financial matters associated with TCT-sponsored activities. TCSC shall not be responsible for TCT financial obligations unless specifically agreed in writing.

ARTICLE VIII: FACILITY ACCESS, SECURITY, EQUIPMENT, AND STORAGE

A. Building Access

TCSC may provide designated TCT representatives with keys, access cards, badges, or other entry credentials when reasonably necessary. TCT shall maintain an updated list of persons authorized to receive independent access. Credentials remain TCSC property and may be revoked at any time. TCT personnel shall not duplicate keys, share access credentials with unauthorized persons, prop secured exterior doors, admit unauthorized individuals, or access areas unrelated to the approved activity. Lost keys, credentials, or suspected security breaches shall be reported immediately.

B. Equipment Use

TCT may use installed auditorium sound, lighting, rigging, stage, curtain, projection, communication, and other equipment only as approved by TCSC. Specialized equipment shall be operated only by individuals

who are appropriately trained and authorized. TCSC may restrict the use of any equipment when necessary for safety, maintenance, warranty, or operational reasons.

C. Alterations and Special Effects

TCT shall not drill, anchor, paint, cut, wire, reconfigure electrical systems, modify rigging, install permanent fixtures or signage, or otherwise alter TCSC property without prior written approval. Pyrotechnics, open flame, weapons, smoke or haze effects, or any effect that may affect fire alarm, sprinkler, ventilation, electrical, or life-safety systems may not be used without prior written approval and compliance with all applicable safety requirements.

D. Storage and Personal Property

TCT may store scenery, props, costumes, tools, or equipment only in locations approved by TCSC and in a manner that does not obstruct school operations, egress, fire protection, mechanical systems, or access to TCSC property. TCT remains responsible for its personal property. TCSC does not assume responsibility for loss, theft, or damage to TCT property except to the extent required by law.

E. Improvements and Donations

Any proposed donation, installation, repair, or improvement to the auditorium or other TCSC property must receive prior TCSC approval. Unless otherwise stated in a separate written agreement, permanently installed improvements or donated fixtures accepted by TCSC shall become TCSC property upon installation or acceptance.

ARTICLE IX: BOARD POLICY, FACILITY USE REQUIREMENTS, AND FINANCIAL TERMS

A. Governing Board Policy

All TCT access to and use of TCSC facilities, property, equipment, and personnel under this MOU shall be governed by applicable TCSC Board policy, including Board Policy G375, Community Use of School Facilities, and the administrative rules, procedures, fee schedules, and forms adopted to implement that policy, as each may be amended or replaced from time to time. The current implementing forms include G375-E1, Release and Indemnity Agreement, and G375-E2, Permit for the Use of School Property ("Facility Usage Form"). This MOU establishes the broader partnership between the Parties but does not replace, supersede, or excuse compliance with G375 or its implementing requirements. If this MOU conflicts with G375 or another applicable TCSC Board policy, the Board policy shall control.

B. Facility Permit and Required Documentation

TCT shall submit the facility-use application or applications, release and indemnity agreement, proof of insurance, safety and supervision information, and other documentation required by G375 and TCSC procedures for requested uses of TCSC property. TCT shall identify exact dates and times, requested spaces, equipment, personnel, and other information required by the Facility Usage Form. All submission deadlines and approval requirements established by G375 or TCSC procedures shall apply. The annual production and facility-use calendar contemplated by Article III is a planning tool only and does not itself constitute a facility permit, approval, fee waiver, or authorization to enter or use TCSC property.

C. Approval and School Priority

All TCT facility-use requests remain subject to TCSC approval in accordance with G375. TCSC curricular, co-curricular, extracurricular, instructional, operational, and emergency needs shall retain

priority. TCSC administrators may deny, cancel, restrict, or terminate a facility use when authorized by G375, other Board policy, this MOU, or applicable law.

D. Classification, Fees, and Waivers

TCSC shall determine the applicable facility-use classification and charges for each TCT use under G375 and the then-current fee schedule. Nothing in this MOU permanently classifies TCT within a particular facility-use category or creates a standing waiver of facility, custodial, technical, security, personnel, or other charges. TCT acknowledges that admission charges, ticket sales, donations, or other revenue-generating activity may affect the fees applicable under G375. A fee may be waived or altered only to the extent authorized by G375 and only when expressly approved by the Superintendent or designee. A waiver or adjustment for one activity does not create a waiver or entitlement for any future activity.

E. Direct, Extraordinary, and Damage Costs

TCT shall be responsible for charges assigned to its approved use under G375 and the applicable Facility Usage Form, including any required facility, custodial, technical, security, special-service, extraordinary setup or cleanup, and damage or repair costs. When practicable, TCSC shall identify anticipated charges before the activity occurs; however, TCT remains responsible for additional costs resulting from damage, misuse, extraordinary cleanup, or services reasonably required because of the activity.

F. No Compensation for Volunteer Services

Except as separately agreed in writing, neither Party shall owe the other monetary compensation for volunteer services provided under this MOU. TCT volunteers are not TCSC employees and are not entitled to wages, benefits, workers' compensation benefits from TCSC, or other employment-related compensation from TCSC.

G. School-Sponsored Revenue

Revenue from TCSC school-sponsored productions, ticket sales, concessions, donations, or fundraising shall remain under TCSC control unless the Parties enter into a separate written agreement for a specific activity.

ARTICLE X: INSURANCE, LIABILITY, AND INDEMNIFICATION

A. Insurance

Without limiting Article IX, each Party shall maintain insurance coverage appropriate to its responsibilities under this MOU. TCT shall satisfy the insurance requirements applicable to its facility use under Board Policy G375 and the associated Facility Usage Form, including timely submission of required certificates of insurance and naming TCSC as an additional insured when required by G375 or TCSC. TCSC may require additional coverage reasonably related to the nature of a TCT activity, including coverage appropriate to activities involving minors. Any waiver of an insurance requirement must be expressly authorized in accordance with G375 and does not waive any other requirement of this MOU or applicable law.

B. Responsibility for Own Acts

Each Party shall be responsible for the acts and omissions of its own officers, board members, employees, agents, volunteers, contractors, participants, and representatives.

C. Indemnification

To the extent permitted by Indiana law, each Party agrees to indemnify, defend, and hold harmless the other Party and its officers, board members, employees, agents, and representatives from and against claims, damages, losses, liabilities, costs, and expenses, including reasonable attorney fees, arising out of the indemnifying Party's negligent acts, willful misconduct, breach of this MOU, or violation of applicable law.

Nothing in this MOU shall be construed as a waiver of any defense, immunity, limitation of liability, notice requirement, or other protection available to TCSC or its employees under Indiana law, including the Indiana Tort Claims Act.

D. Damage to Property

TCT shall be responsible for repair or replacement costs for damage to TCSC facilities or equipment caused by the negligent, reckless, or intentional acts of TCT personnel, volunteers, participants, contractors, vendors, or invitees, ordinary wear and tear excepted.

E. No Third-Party Beneficiaries

This MOU is intended solely for the benefit of TCSC and TCT. It does not create rights, claims, or benefits in favor of any student, parent, participant, patron, employee, volunteer, contractor, vendor, sponsor, or other third party.

ARTICLE XI: SAFETY, EMERGENCIES, AND FACILITY CLOSURES

A. Compliance With Emergency Procedures

TCT personnel and participants shall comply with TCSC emergency, fire, evacuation, shelter, severe weather, security, and building-safety procedures while on TCSC property. TCT shall identify an adult event leader responsible for coordinating with TCSC during each TCT-sponsored activity.

B. Illness, Injury, or Incident

TCT shall promptly notify TCSC of any significant injury, medical emergency, property damage, security incident, law-enforcement response, or other material event occurring in connection with a TCT-sponsored activity on TCSC property. TCT remains responsible for participant and patron emergency communication during its own activities.

C. Closure or Cancellation

TCSC may close or restrict use of its facilities because of severe weather, utility failure, maintenance, school emergency, public safety concern, or other operational need. TCT shall comply with TCSC closure or access decisions. Unless otherwise agreed, neither Party shall be liable to the other for lost revenue or consequential damages resulting from a good-faith facility closure or cancellation.

ARTICLE XII: RELATIONSHIP OF THE PARTIES

The Parties are independent entities. Nothing in this MOU shall be construed to create a partnership, joint venture, agency relationship, employment relationship, landlord-tenant relationship, or other legal relationship between TCSC and TCT beyond the terms expressly stated herein.

TCT personnel are not employees of TCSC, and TCSC employees are not employees of TCT merely because they participate in activities contemplated by this MOU. No Party has authority to bind the other Party to any contract, financial obligation, legal obligation, or representation without prior written authorization.

ARTICLE XIII: COMPLIANCE WITH LAW AND TCSC POLICY

The Parties shall comply with all applicable federal, state, and local laws, regulations, ordinances, fire and building codes, accessibility requirements, nondiscrimination and harassment requirements, child-safety and mandated-reporting requirements, intellectual-property and performance-rights requirements, and applicable TCSC Board policies and building procedures.

If any provision of this MOU conflicts with applicable law or TCSC Board policy, the applicable law or Board policy shall control. Nothing in this MOU requires either Party to take an action that it reasonably believes would violate law, policy, insurance requirements, or safety standards.

ARTICLE XIV: PUBLICITY, PHOTOGRAPHS, AND USE OF NAME OR LOGO

A. Partnership Recognition

The Parties may publicly acknowledge the existence of this partnership. TCT may identify TCSC as a community or facility partner in programs, announcements, and performances, provided the communication is accurate and does not imply TCSC endorsement of any product, political position, commercial sponsor, or activity beyond this MOU.

B. Name and Logo

Neither Party shall use the other Party's official logo, marks, or branding in advertising, sponsorship materials, fundraising materials, or commercial promotions without prior approval.

C. Student Images and Information

TCT shall not use photographs, video, names, stories, or other identifying information of TCSC students obtained through a school-sponsored activity without TCSC approval and any permission required by TCSC procedures or applicable law. This limitation does not transfer responsibility to TCSC for obtaining releases for participants in TCT-sponsored activities.

ARTICLE XV: AMENDMENT, ASSIGNMENT, NOTICES, AND GENERAL PROVISIONS

A. Amendment

This MOU may be amended only by written agreement signed by authorized representatives of both Parties. Operational appendices or annual schedules may be updated by written approval of the designated representatives when the update does not materially alter the legal or financial obligations of the Parties; however, no appendix or schedule update substitutes for or waives any facility-use permit, form, fee, insurance, or approval requirement imposed by Article IX or Board Policy G375.

B. Assignment

Neither Party may assign or transfer its rights or obligations under this MOU without prior written consent of the other Party.

C. Notices

Any formal notice required under this MOU shall be provided in writing to the following:

For TCSC:

Tipton Community School Corporation

Attn: Superintendent

1051 S. Main Street

Tipton, IN 46072

Email: sjaworski@tcsc.k12.in.us

For TCT:

Tipton Community Theatre

Attn: President, Board of Directors

Address: _____

Email: _____

Either Party may update its notice contact by providing written notice to the other Party.

D. Entire Agreement

This MOU represents the entire agreement between the Parties regarding the subject matter herein and supersedes prior oral or written understandings regarding the same subject matter, except for any separate written agreement expressly incorporated by reference.

E. Severability

If any provision of this MOU is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

F. Governing Law and Venue

This MOU shall be governed by and interpreted under the laws of the State of Indiana. Venue for any legal action arising under this MOU shall be in Tipton County, Indiana.

G. No Waiver

Failure by either Party to enforce any provision of this MOU shall not constitute a waiver of that provision or any other provision.

H. Survival

The provisions related to responsibility for property, insurance, liability, indemnification, confidentiality, intellectual-property obligations, and other provisions that by their nature should survive shall survive the expiration or termination of this MOU.

ARTICLE XVI: SIGNATURES

IN WITNESS WHEREOF, the Parties have caused this Memorandum of Understanding to be executed by their duly authorized representatives.

TIPTON COMMUNITY SCHOOL CORPORATION

Signature: _____

Name: Scott Jaworski

Title: Superintendent

Date: _____

Signature: _____

Name: Rob Cochrane

Title: President, Board of School Trustees

Date: _____

TIPTON COMMUNITY THEATRE

Signature: _____

Name: Rick Powell

Title: President, Board of Directors

Date: _____

APPENDICES

Appendix A: Approved Facility Areas and Storage

Identify approved spaces, storage locations, restrictions, access procedures, equipment available for use, and any areas excluded from TCT access.

Appendix B: Annual Production and Facility-Use Schedule

List anticipated TCT productions, rehearsals, load-in, set-construction, strike, school-day matinees, workshops, and major TCSC performing arts dates requiring coordination.