

## **Artistic Director Independent Contract**

This Independent Contractor Agreement (hereinafter referred to as the "Agreement") is made by and between **Patrick Coyle** (hereinafter referred to as "Coyle" and **Holland Chorale** (hereinafter referred to as "Chorale"). Coyle and the Chorale agree as follows:

### **Engagement.**

1. The Chorale hereby engages Coyle, and Coyle accepts engagement, to provide to the Chorale the following services:

- a. Artistic Director for the Holland Chorale

### **Term.**

2. Coyle shall provide services to the Chorale pursuant to this Agreement for a term commencing on June 1, 2018 and ending on May 30, 2019.

### **Place of Work.**

3. Coyle shall render services primarily at the Chorale's rehearsal locations and performance venues, but will, upon request, provide the services at such other places as reasonably requested by the Chorale as appropriate for the performance of particular services.

### **Tools and Supplies.**

4. Unless otherwise agreed to by the Chorale in advance, Coyle shall be solely responsible for procuring, paying for and maintaining any instruments and equipment, software, paper, tools or supplies necessary or appropriate for the Artistic Director's professional preparation. The Chorale will provide needed keyboard instruments for scheduled rehearsals and performances.

### **Artistic Director's Responsibilities.**

The Artistic Director shall:

5. Provide artistic supervision for all concerts presented by the Chorale in its 2018-2019 performance season, including the selection and/or approval of all repertoire to be performed on all season concerts (and by all Chorale-related ensembles). The exception in this single season shall be the sabbatical period, which is negotiated separately from the current contract.

6. Provide musical preparation for rehearsals and tours and conduct all concerts listed in Addendum A—Schedule of Events.

7. Provide, in addition to those events listed in Addendum A—Schedule of Events, requested musical preparation for up to two (2) choral rehearsal sessions AND up to two (2) performance events as scheduled. The dates of these possible two (2) rehearsals and two (2) performances will be discussed before date is confirmed.

8. Provide artistic leadership for all activities of the Chorale and means by which the Chorale might be artistically evaluated by the public.

9. Serve as chair of the Artistic Committee and supervise Chorale-related ensembles.

10. Propose artistic events for the Chorale's 2019-2020 season by February 15, 2019.
11. Fulfill duties as described in the Chorale's bylaws.
12. Devote sufficient personal time and preparation, as is reasonably necessary to fulfill the spirit and purpose of this Agreement, to successfully execute responsibilities.
13. Provide fourteen (14) day's advance notice to the Chorale if requesting absence from a Thursday night rehearsal, except in case of illness or emergency.
14. Function under the direct supervision of the Board of Directors.
15. Provide sixty (60) days' advance, written notice to the Chorale if the Artistic Director wishes to terminate employment or thirty (30) day's such notice if the Artistic Director wishes not to renew this contract.

### **Chorale's Responsibilities.**

The Chorale shall:

16. Pay the Artistic Director \$\_\_\_\_\_.00 for services performed pursuant to this Agreement. Payment shall be made in 12 equal payments by the last day of the month.
17. Provide the Artistic Director with two (2) absences from a Thursday night rehearsal for the purpose of professional development, provided the Artistic Director offers thirty (30) days' notice and is approved by the Executive Committee, or in the absence of same, the Board of Directors. In such cases the Chorale shall solicit and pay for the services of a substitute conductor.
18. Provide an annual allowance of \$600 to the Artistic Director for expenses and/or continuing education and/or materials to complete job responsibilities. Remuneration for such expenditures shall be made after receipts for same are provided to the Chorale. The allowance may be spent toward, but not limited to, instrumental and vocal study, choral conducting and administrative skills study, trends in choral performance or arts organization management, professional dues, books, periodicals, music, registration fees, travel costs, and food. Funds not used in any fiscal year will accrue to the next year should the Artistic Director be rehired following the term of this contract.
19. Provide sixty (60) days' advance, written notice to the Artistic Director if the Chorale wishes to terminate employment or thirty (30) day's such notice if the Chorale wishes not to renew this contract.

### **Performance Review.**

20. A performance evaluation of the Artistic Director will be executed on or before May 15, 2019 by the Executive Committee.
21. The evaluation shall include, but not necessarily be limited to, review of the Artistic Director in the following areas:
  - a. Artistic leadership and vision;
  - b. Competence as a musician, conductor, and choral teacher;
  - c. Rapport with Chorale singers, professional staff of the organization, and the Board of Directors;

d. Professional traits which are perceived to be related to success as Artistic Director, such as organizational skills, non-musical leadership qualities, or competence in other areas important to the organization.

22. The performance evaluation results will be communicated to the Artistic Director by the Chorale's President.

23. The Chorale's Executive Committee will make a recommendation regarding the Artistic Director's employment status for years following 2018-2019 to its Board of Directors.

**Termination.**

24. Either party may terminate this contract by giving the other party sixty (60) days' written advance notice.

25. This Agreement may be terminated as follows:

a. Upon the expiration of this Agreement without its renewal by the parties. If either the Chorale or the Artistic Director does not desire to renew this Agreement at the time it expires, notice of non-renewal shall be given in writing by the party not wishing to renew the Agreement not less than thirty (30) days prior to its expiration. This period of time may be increased or decreased by the mutual agreement, in writing, of the parties. It is agreed that the Chorale may substitute thirty (30) days' pro-rated compensation for the agreed-upon notice. If either party shall give written notice of non-renewal at a time less than thirty (30) days prior to the expiration of this Agreement, this Agreement shall remain in force and effect as to all parties and require the Chorale to compensate the Artistic Director at a daily pro-rated amount up-to and/or including a period of thirty (30) days after the giving of such notice of non-renewal. OR

b. With the mutual consent and agreement of all parties in writing. OR

c. For cause. Cause is defined as conviction of the Artistic Director of an offense involving moral turpitude, gross dereliction of duty by the Artistic Director's after due warning of same, chronic insubordination to authority by the Artistic Director after due warning of same, or a willful failure of the Artistic Director to perform in good faith the obligations and covenants of this Agreement. Termination of this Agreement for cause shall not occur until:

i. Notice has been given to the Artistic Director in writing of the charges against the Artistic Director along with notice that termination of this Agreement for cause is to be sought by the Chorale. AND

ii. the Artistic Director has had an opportunity to be heard by the Chorale's Board of Directors and to present whatever defense may be appropriate. This hearing may be waived by the Artistic Director in writing, at the Artistic Director's sole discretion. AND

iii. The existence of cause has been determined and findings of same have been reduced to writing, with a copy provided to the Artistic Director. This determination of cause shall not take place before the hearing described in subparagraph (ii) above has taken place or has been waived in writing by the Artistic Director.

**Controlling Law.**

26. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

**Headings.**

27. The headings in this Agreement are inserted for convenience only and shall not be used to define, limit or describe the scope of this Agreement or any of the obligations herein.



**Final Agreement.**

28. This Agreement constitutes the final understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements between the parties, whether written or oral. This Agreement may be amended, supplemented or changed only by an agreement in writing signed by both of the parties.

**Notices.**

29. Any notice required to be given or otherwise given pursuant to this Agreement shall be in writing and shall be hand delivered, mailed by certified mail, return receipt requested, or sent by recognized overnight courier service as follows:

- a. If to the Artistic Director: Patrick Coyle
- b. If to the Chorale: Holland Chorale, c/o the Board President

**Execution.**

This Agreement, and attached addenda (listed below), constitute the entire Agreement between the Chorale and the Artistic Director.

ADDENDA: A—Schedule of Events

IN WITNESS WHEREOF the undersigned Parties have hereunto placed their hands and seals as of the date indicated below.

Pam Wells, President, Holland Chorale	Date
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Patrick Coyle, Artistic Director	Date
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## Addendum A—Schedule of Events

Pursuant to contract section 6, the Artistic Director shall provide musical preparation for all following rehearsals and conduct all following concerts:

### Thursday rehearsals, 7:30-10:00 p.m. (These are Thursday dates of 2014-2015)

- September 4, 18, 25
- October 2, 9, 16, 23, 30
- November 6, 13, 20,
- December 4, 11
- January 15, 22, 29
- February 5, 12, 19, 26
- March 5, 12, 19, 26
- April 2, 9, 16, 23

### Conference rehearsals (These were the dates in 2014-2015)

#### *Fall conference*

- September 11 & 12                      7:00-10:00 p.m.
- September 13                              9:00 a.m.-3:00 p.m.

#### *Winter conference*

- January 8 & 9                              7:00-10:00 p.m.
- January 10                                 9:00 a.m.-3:00 p.m.

### Dress rehearsals (These were the dates in 2014-2015)

#### *A Grand Night for Singing*

- October 11                                      10:00-12:00 p.m.

#### *Holiday Celebration*

- December 11                                 7:00-10:00 p.m.
- December 12                                 7:00-10:00 p.m.

#### *If Music Be the Food of Love*

- February 20                                    7:00-10:00 p.m.

#### *Masterworks Concert*

- April 24                                         7:00-10:00 p.m.

#### *Tulip Time*

Rehearsals TBD

*Chorale*

*Chorale with Holland Symphony*

*Chorale with Festival Orchestra*

*Small Ensembles*



**Performances (These were the dates in 2014-2015)**

*A Grand Night for Singing*

- October 12 (Sunday)

*Holiday Celebration*

- December 13

*If Music Be the Food of Love*

- February 21

*Masterworks Concert*

- April 25

*Tulip Time*

- May 3
- May 4

*Chorale*

3:00 p.m.

*Chorale with Holland Symphony*

3:30 p.m. and 7:30 p.m.

*Chorale with Holland Christian Choirs*

7:30 p.m.

*Chorale with Festival Orchestra*

7:30 p.m.

*Small Ensembles*

7:00 p.m.

7:00 p.m.

**Auditions (These were the dates in 2014-2015)**

*Chorale*

- August 25 6:30-9:30 p.m.
- January 8, 2015 6:00-7:00 p.m. by appointment
- May 19, 2015 6:00-9:00 p.m. by appointment