



VT Arts Council - Artists in Schools FY20__

Application #AS

Applicant Grant Contract

This agreement (the "Contract") is between the Vermont Arts Council (the "Council") and the School (the "Applicant") as indicated in the "Profile."

WHEREAS, the Applicant has made an Application (the "Application") to the Council for the project or program (the "Project") described in the Application, the Council and the Applicant hereby agree as follows:

SECTION 1. EFFECTIVE DATE OF CONTRACT.

- a) This Contract becomes effective upon the Council's Executive Director approving the issuance of a funding notification letter and upon the issuance of that correspondence by the Council to the Applicant.
- b) The Application and funding notification letter shall be made a part of this Agreement.
- c) This Contract becomes null and void if the funding notification letter does not award a grant to the Applicant.

SECTION 2. PURPOSE, PROJECT DATES, AND FINAL REPORT.

The purpose of the grant, project "Begin Date" and "End Date," and the final report due date will be specified in the funding notification letter.

SECTION 3. GRANTED AMOUNT AND PAYMENT SCHEDULE.

- a) The amount of the Grant Award given by the Council to the Applicant shall be specified in the funding notification letter.
- b) The Council will pay the Grant Award in full to the Applicant within four weeks of the award notification. The payment of compensation to the Grantee is contingent upon the Council's receipt of funds for this program from the National Endowment for the Arts, an annual appropriation from the State of Vermont, and private sector contributions, as budgeted in 20__. In the event the funds from the National Endowment for the Arts, the annual state appropriation, or private funds shall be at a lower level than budgeted by the Council, the Council reserves the right to reduce the grant and/or change the payment schedule. This grant is partially funded with federal funds from the National Endowment for the Arts, CFDA #45.025 Partnership Grant grant number #1809827-61-18.

SECTION 4. IMPLEMENTATION OF PROJECT. The Applicant shall implement the Project substantially as described in the Application.

SECTION 5. FINAL REPORT.

- a) The Applicant must complete and return the online Final Report to the Council by the date specified in the funding notification letter. The applicant will be required to submit documentation of the funded activities with the Final Report.
- b) The Applicant will not be eligible to receive any future funding from the Council if the Final



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Report is not submitted to the Council within THIRTY (30) days of the end date of the Project.

SECTION 6. COUNCIL POLICIES, PROCEDURES, GUIDELINES, RULES.

The Applicant shall abide by all Council policies, procedures, guidelines and requirements and in effect at the Begin Date of this Contract.

SECTION 7. FINANCIAL MANAGEMENT.

Grants are for the period specified in the approved application. Funds must be spent or committed for activities taking place within the period stated unless an extension has been approved in writing. Funds spent before the period starts are not eligible and must not be included in the budget.

Funds granted must be expended solely for the activities described in the approved application, unless specific approval has been received in writing. Any funds granted but not spent or committed must be returned to the Council at the conclusion of the grant period.

Grantees must establish and maintain accounts in such a manner as to separate grant funds and matching funds and must reflect all receipts, obligations, and disbursements of project funds. Financial records, including substantiating documentation (e.g., payroll vouchers, invoices, bills) must be maintained. Since expenditures of these funds are subject to audit, all such records must be maintained for three years or until an independent or a federal audit has been completed and any questions arising from it have been resolved, whichever is the lesser period.

Final reports, which include financial, statistical and narrative information, must be submitted by the deadline specified in the grant contract or letter of agreement.

SECTION 8. PAYMENTS TO ARTISTS AND PROVIDERS OF SERVICE.

The Applicant agrees to pay artists and other providers of services specified in the Application when services are rendered, which can be no later than the End Date of the Project, regardless of the date the Grant Award payment is received from the Council.

SECTION 9. MODIFICATIONS, CANCELLATIONS AND EXTENSION REQUESTS. Any significant change to a funded Grant requires the written approval of the Council. Significant changes are defined as follows:

- More than half the primary artists funded through the grant change;
- The content of a funded project or program changes from what was originally proposed in the grant application;
- A portion of the project or program originally proposed is canceled.

Requests to extend the time period must be submitted in writing at least two weeks before the End Date of the Project. Extensions of time for grant projects will not be approved beyond August 31, 2019.

SECTION 10. INDEMNIFICATION CLAUSE. The Applicant agrees to hold harmless, indemnify



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and defend the Council and its officers, directors, panelists, and employees from and against any and all damages, actions, causes of action, losses, injuries, liabilities, royalties, claims, or other payments relating in any way to the terms and obligations of this Contract.

SECTION 11. EQUAL OPPORTUNITY AND ACCESSIBILITY.

The Applicant agrees not to discriminate against any employee, applicant for employment or any person participating in any aspect of the Project on the basis of race, national origin, color, creed, sex, age, religion, sexual orientation, disability, gender identity or associational preference, physical or mental disability; and that all parties involved in the Project shall comply with Title VI of the Civil Rights Act of 1964; Fair Labor Standards under Section 5(j) of the National Foundation on the Arts and Humanities Act of 1965; Section 504 of the Rehabilitation Act of 1973 and Amendment Act of 2008; and the Americans with Disabilities Act of 1990.

SECTION 12. OTHER FEDERAL STATUTES.

The Drug Free Workplace Act of 1988 requires that employees of the grantee not engage in the unlawful manufacture, distribution, dispensation, possession, or use of controlled substances in the grantee's workplace or work site.

The Grantee must also comply with the Native American Graves Protection and Repatriation Act of 1990, the National Historic Preservation Act of 1966 as amended, and the National Environmental Policy Act of 1969 where applicable.

Audits: The Grantee will comply with federal OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," where applicable. The threshold for requiring an audit is \$300,000 in yearly expenditures of federal awards, whether those funds are received directly from the federal government or through another entity. This amount is the aggregate of funds from all federal sources.

Lobbying: The Grantee is prohibited from conducting political lobbying, as defined in relevant statutes, regulations, and OMB Circulars, within a federally-supported grant project. The Grantee is also prohibited from using federal funds for lobbying specifically to obtain grants.

SECTION 13. INTEGRATION.

The Application, funding notification letter, and this Contract contains the entire agreement between the parties. Any representation that may have been made before submitting this agreement is non binding, void, and of no effect. Neither party has relied on such prior representations in entering into this Contract.

I have read and understand the above Grant Contract.

By submitting this application, I certify that the proposal is true and complete to the best of my knowledge. I understand and agree that any funds granted as a result of this application are to be used for the purposes set herein. It is agreed that the person submitting this application is authorized to commit the applicant to abide by the legal requirements as printed on the Council's website and by the terms and conditions outlined in this application and the



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