THIS AGREEMENT is made and entered into by and between the INDIANA ARTS COMMISSION, acting by and through the Regional Arts Partner organization, BLOOMINGTON AREA ARTS COUNCIL, [the "RAP"] and Fairview Elementary School [the “Grantee"], for the purposes and subject to the terms and conditions agreed to herein.

1. **PURPOSE OF AGREEMENT:**
The purpose of this Agreement is to enable the RAP to make a grant of up to $675.88 to the Grantee named above, for eligible costs of the project as described in Exhibits A (original grant application on file) and B (Project and Budget Modification Form) of this Agreement. This grant shall be used exclusively in accordance with the provisions contained in this Agreement.

2. **TERMS OF AGREEMENT:**
The term of this Agreement shall be from 7/1/2008 (the “Start Date”) until 6/30/2009 (the “Expiration Date”). A Final Grant Report is due in the Bloomington Area Arts Council office no later than 6/1/2009. In no event shall payments be made for work done or services performed either before the Start Date or after the Expiration Date. The Grantee may request in writing that the Expiration Date of this Agreement be extended 15 days; a duly authorized representative of the RAP may approve such request in writing. If the Expiration Date is extended, all other provisions of this Agreement shall remain in full force and effect.

3. **USE OF GRANT FUNDS BY GRANTEE:**
Grant funds received by the Grantee pursuant to this Agreement shall be used only to institute the approved project described below:

To support student participation in the Coda Academy and its activities.

This project is described fully in the FY 2009 grant application form Exhibit A, made a part hereof and incorporated herein by reference only as part of this Agreement. (Exhibit A is not included in this packet. It is on file with the RAP and must be on file with the grantee.)

4. **MATCH REQUIREMENTS:**
This grant must be matched by the Grantee ONE Dollar for each dollar awarded by the State. The match amount may consist of a combination of cash and the value of necessary in-kind donations of goods and services; at least fifty percent (50%) of the match must be cash.

5. **APPLICATION NUMBER:**
The unique number assigned to this funded project is 2009-8-APS-6 This number should be used to identify the funded project in any verbal or written correspondence with the Bloomington Area Arts Council.
6. **NOTICE TO PARTIES:**
Whenever any notice, statement or other communication shall be sent to the RAP or Grantee, it shall be sent to the following address, unless otherwise specifically advised.

A. Notices to the RAP shall be sent to:

   Bloomington Area Arts Council  
   122 S. Walnut  
   Bloomington, IN 47404

B. Official notices to the Grantee regarding contractual issues shall be sent to:
   [NOTE: Official notices are mailed to the fiscal agent, where applicable.]

   Karen Adams  
   627 W. 8th Street  
   Bloomington, IN 47401

C. General information and reminder letters to the Grantee shall be sent to:

   Kathryn Heise  
   Fairview Elementary School  
   627 W. 8th Street  
   Bloomington, IN 47401

D. Payments to the Grantee shall be sent to:
   [NOTE: Payments are mailed to the fiscal agent, where applicable.]

   Karen Adams  
   627 W. 8th Street  
   Bloomington, IN 47401

7. **DESIGN AND IMPLEMENTATION OF PROJECT:**
The Grantee shall be solely responsible for the proper design and implementation of the project as described in Exhibit A. Although not expressly attached to this Agreement, the Grantee agrees to complete said project in accordance with the plans and specifications contained in its application. Modification of its application shall require prior written approval of the RAP.

8. **PROJECT BUDGET AND BUDGET MODIFICATION:**
The project budget, as detailed in the Project and Budget Modification Form, is set forth in Exhibit B in this Agreement, is made a part hereof and incorporated herein by reference as part of this Agreement. (Exhibit B is not included in this packet. It must be signed and on file with the RAP and must be on file with the grantee.) The Grantee shall not amend the project costs funded by the grant and those funded by the state, local and/or private shareholders, as described in Exhibit B, without the prior written consent of the RAP.

9. **PAYMENT OF GRANT FUNDS:**
The payment of this grant by the RAP to the Grantee shall be made in accordance with the following schedule and conditions:

This Agreement must be fully executed.
A. All the evidentiary materials required under Paragraph 10, Conditions for Release of Funds, must be submitted to and approved by the RAP.

B. Any other grant conditions as specified in Paragraph 10, Conditions for Release of Funds, must be met to the RAP’s satisfaction.

C. The RAP may require evidence to be furnished by the Grantee that substantial progress has been made toward completion of the project, as described in Exhibit A, prior to making the first payment under this Agreement. All payments are subject to the RAP’s determination that the Grantee’s performance to date conforms with the project as approved and described in Exhibit A, not withstanding any other provision of the Agreement.

D. Notwithstanding any other provision of this Agreement, the Grantee expressly agrees that the monies provided herein by the RAP are limited to the amount specified in Paragraph 1 as described in Exhibits A and B and subject to the availability of funds. The RAP will notify the Grantee in writing should the stated funds available to the Grantee differ from the amount specified in Paragraph 1.

E. The Grantee is responsible for submitting to the RAP a Project and Budget Modification Form and Final Grant Report. These reports must details project and financial information related to the funded project described in Exhibit A.

F. If the grant is terminated by either party prior to the Expiration Date set forth in Paragraph 2 of the Agreement, pursuant to Paragraph 19 of the Agreement, the RAP may require a Final Grant Report, detailing both project and financial information, so that a determination can be made as to the extent the RAP is liable for payment.

G. Failure to complete the project and expend state, local and/or private funds in accordance with this Agreement may be considered a material breach of the Agreement and shall entitle the RAP to impose sanctions against the Grantee including, but not limited to suspension of all grant payments, and/or suspension of the Grantee’s participation in RAP grant programs until such time as all material breaches are cured to the RAP’s satisfaction. Sanctions may also include repayment of all RAP funds expended for activities which are not in the scope of this project as set forth in Exhibits A and B of this Agreement.

10. CONDITIONS FOR RELEASE OF FUNDS:

A. The following documents must be submitted to and approved by the Bloomington Area Arts Council before any funds may be received under this Agreement:

B. Grant Agreement, signed by the authorizing official of the Grantee and a witness.

C. Project and Budget Modification Form.

The first partial payment of this grant, not to exceed 90 percent of the total grant amount in Paragraph 1, will be paid when the following conditions are fulfilled to the satisfaction of the BAAC:

D. The Bloomington Area Arts Council has received the fully executed Grant Agreement.

E. The Project and Budget Modification Form, including any changes in financial or project information, meets with the satisfaction of the Bloomington Area Arts Council.

F. The Grantee has no outstanding paperwork from other Grant Agreements with the Indiana Arts Commission and/or the Bloomington Area Arts Council.

The second and final payment of this grant, not to exceed 10 percent of the amount in Paragraph 1, will be paid when the following conditions are fulfilled to the satisfaction of the Bloomington Area Arts Council:

G. All conditions for receiving the first payment, above, have been met.
H. The final grant report, due in the Bloomington Area Arts Council office no later than the date specified in Paragraph 2, is submitted in a timely and correct manner and all information contained in the form, including any changes in financial or project information, meets with the satisfaction of the Bloomington Area Arts Council.

I. The Grantee has no outstanding paperwork from other Grant Agreements with the Indiana Arts Commission and/or the Bloomington Area Arts Council.

11. **PUBLIC MANIFESTATION:**
There must be a public manifestation of all Bloomington Area Arts Council supported activities within the year they are supported. "Public manifestation" means the project must result in a product or activity available to the public. "Available" means activities must be accessible to all persons with special needs and open to the audience, participants, or public, either free or by reasonably admission or service charge.

12. **PUBLIC ACKNOWLEDGEMENT OF REGIONAL ARTS PARTNERSHIP GRANTS:**
The Grantee agrees to credit the Bloomington Area Arts Council, the Indiana Arts Commission, and the National Endowment for the Arts for its support in all promotion, publicity, and printed materials prepared in connection with the funded project described in Exhibit A (application). Logos and credit lines shall be prominently positioned, and shall appear in close proximity to the name of the sponsoring organization. The RAP will provide the Grantee with electronic files. (See additional instructions provided outlining proper use and display of logos.) The credit line for activities receiving funding should read:

"Provided with support from the Bloomington Area Arts Council, the Indiana Arts Commission, a state agency, and the National Endowment for the Arts, a federal agency."

When the written materials are not used, a public, verbal statement of credit to the Bloomington Area Arts Council, the Indiana Arts Commission, and the National Endowment for the Arts shall be given at the commencement of the arts activity.

The Grantee further agrees to submit to the RAP the date(s), time(s), and location(s) of performance(s), exhibition(s), program(s), or project(s), and to submit to the RAP, upon request, copies of all publicity, photographs, and printed materials for the arts activity(ies) involved.

13. **PROJECT AND BUDGET MODIFICATION FORM:**
With the exception of Mini-grantees, the Grantee is required to complete and submit to the RAP, with this Grant Agreement, a Project and Budget Modification Form (Exhibit B). The Project and Budget Modification Form will specify the following:

A. Estimate of state, local, and/or private funds allocated for the project will be expended for activities consistent with the Grantee’s grant application and Project and Budget Modification Form, Exhibits A and B of this agreement.

B. A complete, detailed analysis of actual state, local and/or private funds expended on the project and conformity with the amounts for each budget line item as set forth in Exhibit A and B of this agreement.

C. A written description of the completed project, including any changes in information contained in the Grantee’s grant application and Project and Budget Modification Form, Exhibits A and B of this agreement.

D. Information on the outcomes and results of the project, as well as statistical information, including, but not limited to, numbers of people served and geographic area served.
The Grantee may request in writing that the due date of the Final Grant Report, as specified in Paragraph 2, be extended; a duly authorized representative of the RAP may approve such request in writing. If the Final Grant Report due date is extended, all other provisions of the Agreement shall remain in full force and effect.

14. **ELIGIBILITY OF GRANTEE TO RECEIVE REGIONAL ARTS PARTNERSHIP FUNDS:**

   The Bloomington Area Arts Council will provide funding to only those organizations, agencies, and institutions that are incorporated in the state of Indiana, are public agencies, and/or community organizations that have attained not-for-profit, tax-exempt status from the IRS. If the Grantee in this Agreement is a qualified entity under Regional Arts Partnership Grant Program for Organizations guidelines, it expressly warrants to the RAP that it is eligible to receive grant monies and it expressly agrees to repay all the monies paid to it under this Agreement should a determination of its ineligibility be made.

15. **GOVERNING LAWS:**

   This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana, and suit, if any, must be brought in the State of Indiana.

16. **COMPLIANCE WITH LAWS:**

   The Grantee agrees to comply with all applicable federal, state and local laws, rules, regulations, or ordinances, and all provisions required thereby are herein included and incorporated by reference.

17. **TERMINATION OF AGREEMENT:**

   This Agreement may be terminated with or without cause by the Grantee or the RAP before its Expiration Date by sending the Grantee of the RAP written notice via certified mail, return receipt requested, at least thirty (30) days prior to the date of termination. Upon receipt of this notice from the RAP to the Grantee, no new or additional liabilities payable by the RAP shall be incurred without the prior written approval of the RAP. The Grantee shall continue to be responsible and liable for the proper performance of its obligations to the date of termination. In the event of such termination by either party, the RAP will determine if a Final Grant Report, as described in Paragraph 14 of this Agreement, must be submitted by the Grantee to document the financial obligations of the RAP under this Agreement.

18. **FORCE MAJEURE:**

   In the event that either party is unable to perform any of its obligations under this contract – or to enjoy any of its benefits – because of natural disaster, actions or decrees of governmental bodies or communication line failure not the fault of the affected party (hereinafter referred to as a Force Majeure Event), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this contract.

19. **PENALTIES/INTEREST/ATTORNEY’S FEES:**

   The RAP will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney’s fees, except as authorized by Indiana law.
20. **INDEMNIFICATION:**
Grantee agrees to indemnify, defend, and hold harmless the Bloomington Area Arts Council and its agencies, officers, and employees from all claims and suits including courts costs, attorneys' fees, and other expenses caused by any act or omission of the Grantee and/or its subcontractors, if any. The RAP shall not provide such indemnification to the Grantee.

21. **INDEPENDENT CONTRACTOR:**
   A. All parties hereto, in the performance of this Agreement, are acting in an individual capacity and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. The parties will not assume any liability for any injury (including death) to any person, or any damage to any property arising out of the acts of omissions of the agents, employees, or subcontractors of the other parties.
   B. The Grantee shall be responsible for providing all necessary unemployment and workers' compensation insurance for its employees.

22. **AUTHORITY TO BIND:**
Notwithstanding anything in the Agreement to the contrary, the signatory for the Grantee represents that he/she has been duly authorized to execute the agreements on its behalf.

23. **NON-DISCRIMINATION:**
Pursuant to the Civil Rights Act of 1964, the Grantee and its subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to the employee's or applicant's hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, religion, sex, disability, national origin, ancestry, or status as a veteran. The Grantee understands that the Regional Arts Partner organization is a recipient of federal funds. Pursuant to that understanding, the Grantee and its subcontractors, if any, agree that if the Grantee employs fifty (50) or more employees and does at least Fifty Thousand Dollars ($50,000) worth of business with the RAP and is not exempt, the Grantee will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. Breach of this covenant may be regarded as a material breach of this Agreement. Acceptance of this contract also signifies compliance with applicable Federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

24. **SEVERABILITY:**
The invalidity of any section, subsection, clause or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses or provisions of the Agreement.

25. **REMEDIES NOT IMPAIRED:**
No delay or omission of the RAP in exercising any right or remedy available under this Agreement shall impair any such right or remedy, or constitute a waiver of any default or any acquiescence thereto.

26. **TAXES:**
The State of Indiana is exempt from state, federal, and local taxes. The Indiana Arts Commission, a state agency, and the Regional Arts Partner organization will not be responsible for any taxes levied on the Grantee as a result of this Agreement.
27. **ACCESS TO RECORDS:**
The Grantee and its subcontractors, if any, shall maintain all books, documents, papers, accounting records and other evidence pertaining to the cost incurred and shall make such materials available at their representative offices at all reasonable times during the Agreement period and for **three (3) years** from the date of final payment under this agreement, for inspection by the RAP or by any other authorized representative of the Bloomington Area Arts Council and copies thereof shall be furnished at no cost to the RAP if requested.

28. **CONFLICT OF INTEREST:**
A. As used in this section:
   "Immediate family" means the spouse and unemancipated children of an individual.
   "Interested party" means:
   1. The individual executing this Grant;
   2. An individual who has an interest of three percent (3%) or more of Grantee, if Grantee is not an individual; or
   3. Any member of the immediate family of an individual specified under subdivision 1 or 2.
B. The Board may cancel this Grant without recourse by Grantee if any interested party is an employee of the Bloomington Area Arts Council.
C. The Board will not exercise its right of cancellation under section B above if Grantee gives the Board an option indicating that the existence of this Grant and the employment by the Bloomington Area Arts Council of the interested party does not violate ethical conduct of Bloomington Area Arts Council employees. The Board may take action, including cancellation of this Grant consistent with an option obtained under this section.
D. Grantee has an affirmative obligation under this Grant to disclose to the Board when an interested party is or becomes an employee of the Bloomington Area Arts Council. The obligation under this section extends only to those facts, which the Grantee knows or reasonably could know.

29. **DISPUTES:**
Should any disputes arise with respect to this contract, Grantee and the RAP agree to act immediately to resolve any such disputes. Time is of the essence in the resolution of disputes.

The Grantee agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this contract, which are not affected by the dispute. Should the Grantee fail to continue without delay to perform its responsibilities under this contract in the accomplishment of all non-disputed work, any additional costs incurred by the RAP or the Grantee as a result of such failure to proceed shall be borne by the Grantee cannot resolve a dispute within ten (10) calendar days following notification in writing by either party of the existence of said dispute, then the following procedure shall apply:

*The parties agree to resolve such matters through submission of their dispute to the Board of Directors of the Bloomington Area Arts Council who shall reduce their decision to writing and mail or otherwise furnish a copy thereof to the Grantee, the RAP, and the State within ten (10) calendar days after presentation of such dispute for their decision. Their decision shall be final and conclusive unless the Grantee mails or otherwise furnishes to the Board’s decision, a written appeal. Within ten (10) calendar days receipt by the Board of a written request for appeal, they may reconsider their decision. If no reconsideration is provided within ten (10)*
days, the parties may mutually agree to submit the dispute to arbitration for a determination, or otherwise the dispute shall be submitted to an Indiana court of competent jurisdiction.

The RAP may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the RAP to the Grantee of one or more invoices not in dispute in accordance with the terms of this contract will not be cause for Grantee to terminate this contract, and the Grantee may bring suit to collect without following the dispute procedure contained herein.

30. **WAIVER OF RIGHTS:**
   No right conferred on either party under this Agreement shall be deemed waived and no breach of this Agreement excused, unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

31. **MAINTAINING A DRUG-FREE WORKPLACE:**
   A. Grantee hereby covenants and agrees to make a good faith effort to provide and maintain during the term of this agreement a drug-free workplace, and that it will give written notice to the Grantee, the State of Indiana Arts Commission, and the Indiana Department of Administration within ten (10) days after receiving actual notice than an employee of Grantee has been convicted of a criminal drug violation occurring in Grantee’s workplace.
   B. It is further expressly agreed that the failure of Grantee to in good faith comply with the terms of subparagraph A. above, or falsifying or otherwise violating the terms of the certification referenced in subparagraph B. above, shall constitute a material breach of this agreement, and shall entitle the RAP to impose sanctions against the Grantee including, but not limited to, suspension of grant payments, termination of this agreement and/or debarment of the Grantee from doing further business with the RAP for up to three (3) years.

32. **NON-COLLUSION AND ACCEPTANCE:**
   The undersigned attests under penalties for perjury that he is the contracting party, or that he is the representative, agent, member, or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent, or officer of the firm, company, corporation, or partnership represented by him, directly, to the best of his knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of this agreement other than that which appears upon the face of the agreement.
The parties having read and understand the foregoing terms of the contract do by their respective signatures dated below hereby agree to the terms thereof.

GRANTEE

Kathryn Neise

Signature (Authorizing Official)

Kathryn Neise, music teacher

Printed Name, Title

8/12/08

Date

ATTESTED

Signature (Authorizing Official)

Printed Name, Title

Date

BLOOMINGTON AREA ARTS COUNCIL

Signature (Authorizing Official)

Printed Name, Title

Date

ATTESTED

Signature (Witness)

Printed Name, Title

Date