

INDEPENDENT SCHOOL DISTRICT 271
Bloomington, Minnesota

REQUEST FOR SCHOOL BOARD ACTION

DATE OF BOARD MEETING: September 10, 2018

SUBJECT: Arts Learning Grant Award to Hillcrest
Community School


ORIGINATING DEPARTMENT: Academic Services

APPROVAL OF ADMINISTRATIVE CABINET MEMBER: Eric Melby, Ed.D. 
Assistant Superintendent

RESOLUTION FOR BOARD TO ADOPT:

RESOLVED, that the School Board of Independent School District 271 accepts the grant of \$48,336.00 from the Minnesota State Arts Board to be used for Arts Learning at Hillcrest Community School. The effective dates of the grant are September 1, 2018 through August 31, 2019.

REVIEW AND RECOMMENDATION OF SUPERINTENDENT:

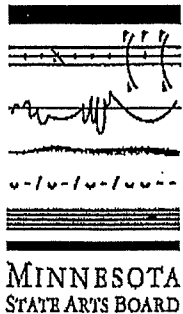
Approve. 

DETAILED BACKGROUND:

The purpose of the Arts Learning grant program is to support projects that help lifelong learners acquire knowledge and understanding of and skills in the arts.

The Arts Learning grant allows Hillcrest Community School to partner with Children's Theatre Company to further its Artful Learning curriculum through artist residencies at the 4th and 5th grade level. These residencies will allow students to deepen how they explore, create, evaluate, and apply their learning through arts integration.

The District's legal counsel and insurance agent of record have reviewed the grant contract.



Minnesota State Arts Board
Park Square Court, Suite 200
400 Sibley Street
Saint Paul, MN 55101-1928
(651) 215-1600 | (800) 866-2787

FISCAL YEAR 2019
GRANT CONTRACT
ARTS LEARNING
Grant Number 73303

Legal name Independent School District 271, Hillcrest Elementary School

This grant contract is between the State of Minnesota, acting through its Board of the Arts (referred to as the "Board"), and Independent School District 271, Hillcrest Elementary School (referred to as the "Grantee").

Whereas, Minnesota Statutes 2017, section 129D.04, authorizes the Board to distribute grants, loans, and other forms of assistance for artistic activities; and

Whereas, the Minnesota State Legislature in the 2017 Regular Session, chapter 91, article 4, section 2, subdivision 3, appropriated \$31,736,000 from the arts and cultural heritage fund to Minnesota State Arts Board for fiscal year 2019 arts grant programs and services; and

Whereas, the Minnesota State Legislature in the 2017 First Special Session, chapter 4, article 1, section 25, subdivision 1, appropriated \$7,539,000 from the State's general fund to the Minnesota State Arts Board for fiscal year 2019 arts grant programs and services; and

Whereas, the United States Congress, acting through the National Endowment for the Arts, has awarded \$782,800 to the Minnesota State Arts Board for fiscal year 2019 for arts programs and priorities in Minnesota;

Whereas, the Board has selected the applicant as a Grantee in the Arts Learning grant program;

Therefore, the Board agrees to award to the Grantee a fiscal year 2019 Arts Learning grant in support of eligible costs as described in the Grantee's Application; and

The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the Board. Pursuant to Minnesota Statutes §16B.98 subdivision 1, the Grantee agrees to minimize administrative costs as a condition of this grant; and

Therefore, the Board and Grantee agree to the following terms and conditions, and further agree that Grantee's failure to comply with any of the requirements of this contract may jeopardize its eligibility to apply for or receive future Arts Board grants.

A. PURPOSE

The purpose of the arts learning program is to engage individuals of all ages in the creation, performance, and appreciation of the arts in order to develop creativity and acquire knowledge, understanding, and skills in the arts.

B. DEFINITIONS

For the purpose of this grant contract the following terms shall have the meanings.

"Arts and cultural heritage fund" means the special fund, created by the Minnesota Constitution, article XI, section 15, proceeds of which may be spent only for arts, arts education, and arts access and to preserve Minnesota's history and cultural heritage.

"Application" means the official set of forms supplied by the Board and submitted by the Grantee, including any required attachments, which is stored in WebGrants and incorporated into this contract. To open the Application, select Login to

WebGrants from the front page of the Board's Web site at <http://www.arts.state.mn.us/>, enter log in information, select My Grants and the title of the grant that matches grant number listed on page one of this grant contract.

"Artist" means an individual artist or arts organization that will be providing the art experience and whose name is listed in the application.

"Authorizing official" means the individual delegated authority to enter into contracts and accept grants for the Grantee's organization (e.g. president or comparable officer, executive director, board chair).

"Primary contact person" means the individual with delegated authority to act for the Grantee's organization on grant activity matters such as signing off on final reports and routine contact with the Board.

"Project" means the proposed activities for which these funds were awarded, in the Grantee's application.

"Event" means a performance, exhibition, screening, workshop, class, or any other activity intended for an audience or group of participants.

C. TERM OF GRANT CONTRACT

Effective date: This grant contract shall take effect on September 1, 2018, or the date the Board obtains all required signatures under Minnesota Statutes §16B.98, subdivision 5, whichever is later. Per Minnesota Statute §16B.98, subdivision 7, no payments will be made to the Grantee until this grant contract is fully executed.

The Grantee must not begin work, and may not expend any grant funds, under this grant contract until this grant contract is fully executed.

Expiration date: This grant contract shall end on August 31, 2019, or the date that all obligations have been satisfactorily fulfilled, whichever occurs first.

All eligible costs must be incurred between the effective date and the expiration date of the grant contract.

D. CONSIDERATION AND PAYMENT

The State will pay for services performed by the Grantee under this grant contract as outlined below.

The total obligation of the State for all compensation to the Grantee under this grant contract will not exceed \$48,336.

Grant contracts that are fully executed and are \$25,000 or less will be payable in full on September 20, 2018.

Grant contracts that are fully executed and greater than \$25,000 will be payable in two installments as follows:

- 95 percent of the total grant will be payable on September 20, 2018.
- The final 5 percent will be payable upon the Board's receipt and approval of the Grantee's final report.

Allow three weeks for processing of scheduled payments.

The Grantee agrees to return to the Board all funds not spent at the end of the grant period.

After a grant has been awarded, it is the policy of the Board to conduct monitoring visits for Grantees that receive a grant that is greater than \$50,000. Monitoring visit reports will be considered in subsequent application reviews and will be a factor in determining future grant awards.

The Board advances payments on all projects. The justification for making advance payment is as follows: The Board uses a stringent, competitive review process to determine which projects to fund; this process ensures that there will be no substantial losses to the State. The agency has had a long standing tradition of advancing payments to Grantees, however, in keeping with advice from the Office of the Legislative Auditor, the board reserves 5 percent of the total grant (for awards greater than \$25,000), and does not release those funds until the Grantee submits a final report. Advance payments ensure that projects can begin immediately upon grant contract execution, therefore increasing the amount of time the Grantee has for successful completion of project objectives. Advance payments reduce the financial burden a Grantee might suffer waiting for the State to process reimbursements. A rigorous, citizen-driven review process and a practice of making advance payments enable the Board to make the most efficient use of its administrative resources.

Federal Funds

If no federal grant number, CFDA number, and federal fund amount are listed in this section then no federal funds were used to fund this grant contract. Payments under this grant contract will be made from federal funds obtained by the Board from the National Endowment for the Arts, awarded June 8, 2018, to support partnership agreement activities, federal grant number ____, and CFDA number _____. The amount of federal funds included in this grant contract is \$0. The Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements.

E. GRANT ACTIVITIES AND USE OF GRANT FUNDS

The Grantee acknowledges that these funds are subject to certain legal restrictions and requirements and that the Grantee is responsible for compliance with these and all other relevant state and federal laws and regulations promulgated pursuant to governing these funds.

The Grantee shall use the funds received under this grant contract only for the eligible costs of the project as described in the approved project description in the Grantee's Application.

Eligible costs shall be those costs directly incurred by the recipient in actual conduct of the project during the effective term of this grant contract. Eligible costs must be directly related to and necessary for completion of the project.

In addition to the above conditions, the Grantee agrees that funds awarded through this grant contract shall be used to:

1. Supplement and not substitute for traditional sources of funding.
2. Support projects or programs that have measurable outcomes, and a plan for measuring and evaluating the results.
3. Support projects, programs, or activities that take place within the state of Minnesota.
4. Only support administrative, indirect, or institutional overhead costs that are directly related to and necessary for the proposed project.

The Grantee agrees that all of the following are true:

1. The Grantee has no overdue reporting requirements as specified in a previous contract with the Board.
2. The Grantee is in compliance with any additional active contract with the Board.
3. The Grantee is a tax-exempt organization; a public agency such as a unit of local, state, or tribal government; or an unincorporated group that has a formal written agreement with a Minnesota 501(c)(3) tax-exempt or government unit fiscal agent; and located and operating within the state of Minnesota; employ at least one paid individual, in a contract or salaried position, to provide administrative and/or artistic oversight of the project.

--or--

The Grantee is a professional artist, at least 18 years of age, a current Minnesota resident for a minimum of six months who will remain a resident throughout the contract period, and a U.S. citizen, or individual who has attained permanent resident status.

F. AMENDMENTS

Amendments to this grant contract shall be in writing using the contract amendment form available from the Board and shall not be effective until it has been executed and approved by the same parties who made the original contract, or their authorized successors. The Grantee agrees to submit any request to amend the contract to the Board during the term of the contract (see section C. Term of Grant Contract), and not later than 30 days prior to making any desired changes in the contract activities.

G. NOTIFICATION

The Grantee agrees to notify the Board, in writing, immediately of any change in the primary contact person or authorizing official, address, e-mail, or phone numbers relative to this grant contract.

H. ACKNOWLEDGMENT

Grantee must acknowledge this Minnesota State Arts Board grant. Publications, printed programs, or other graphic material related to this project must use the Arts Board and Minnesota legacy logos, and the following credit line whose wording may not be changed in any way.

This activity is made possible by the voters of Minnesota through a grant from the Minnesota State Arts Board, thanks to a legislative appropriation from the arts and cultural heritage fund.

Exception:

Grantees that receive funding for the same project or program from both the Board and a Minnesota regional arts council must use the following acknowledgement language:

This activity is made possible by the voters of Minnesota through grants from the Minnesota State Arts Board and the [name of regional arts council], thanks to a legislative appropriation from the arts and cultural heritage fund.

Using the Arts Board and Minnesota legacy logos are required, however using the logos alone is not sufficient to meet this requirement; the text must also be included. Digital files for the required logos can be downloaded from the Board's Web site at <http://www.arts.state.mn.us/grants/support.htm>.

Oral acknowledgment should be given at any event for which there is no printed program, and in interviews with the media.

I. FINAL REPORT

The Grantee agrees to report to the Board using the final report form, supplied by the Board, and submit one sample credit line acknowledgment, as described in section H of this grant contract by September 30, 2019. Grantee will be expected to report on project activities that were supported and outcomes that were achieved as a result of this grant, and shall account for all funds awarded through this grant contract.

The Grantee agrees to return to the Board all funds not spent on the specific project for which these funds were awarded within 30 days of project completion.

These obligations survive the expiration date of this grant contract.

J. RECORDKEEPING, AUDITS, AND MAINTENANCE OF RECORDS

The Grantee agrees to abide by the financial recordkeeping standards that require Grantee to:

1. Provide for accurate, current, and complete disclosure of the financial results of the grant activities in accordance with Board reporting requirements;
2. Maintain records that identify adequately the source and application of funds for grant supported activities;
3. Provide effective control over and accountability for all funds, property, and other assets. Grantee shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes;
4. Provide a comparison of actual with budgeted amounts for the grant;
5. Provide principles and standards for determining allowable costs applicable to this grant (see Grant Activities and Use of Grant Funds section of this contract); and
6. Maintain accounting records that are supported by source documentation.

If Grantee received \$750,000 or more in a year from the federal government, the Grantee shall also comply with federal audit requirements in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507) and Title 2, "Office of Management and Budget Guidance for Grants and Agreements Part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." If a Single Audit is required, the Grantee agrees to forward one copy to the State Auditor's Office.

Under Minnesota Statutes 16B.98, subdivision 8, the books, records, documents, and accounting procedures and practices of the Grantee or other party that are relevant to this grant agreement are subject to examination by the Board and the legislative auditor for a minimum of six years from the grant agreement end date, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. This authority also is extended to the National Endowment for the Arts, the comptroller general of the United States, or any other duly authorized representative of state or federal government. The examination and use may include the making of audits, excerpts, transcripts, and other lawful purposes.

The fiscal records to be retained include, but are not limited to, invoices, receipts, canceled checks, supporting documents, statistical records, and all other records relating to this grant contract.

The program records to be retained include, but are not limited to, printed programs, posters, newspaper articles, and other publicity and information relating to this grant contract, as well as documentation appropriate to the grant activities.

These obligations survive the expiration date of this grant contract.

K. TERMINATION, RESCINDMENT, AND PENALTIES

This grant contract may be terminated at any time by mutual written agreement of the Board and Grantee; or upon written notice to the Grantee from the Board in the event the Grantee fails to comply with one or more of the conditions set forth in this grant contract.

The Grantee is responsible for complying with all applicable federal, state, and local laws, rules, regulations, and ordinances in relation to the use of these funds. Failure to comply may result in termination or forfeiture of the grant.

In the event of termination, the Grantee agrees to return all funds that have not been expended as of the date of the termination and all funds that the Board determines were spent in violation of this grant contract.

The Board may assign penalties for Grantee's failure to comply with any requirements of this contract.

These obligations survive the expiration date of this grant contract.

L. BOARD'S AUTHORIZED AGENT AND PROJECT MANAGER

The Board's authorized agent for the purposes of administration of this grant contract is the executive director. The Board's contact for the purposes of this grant contract is Natalie Kennedy-Schuck at (651) 215-1617 or (800) 866-2787.

M. ASSIGNMENT, WAIVER, AND GRANT CONTRACT COMPLETE

Assignment: The Grantee shall neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of the State, approved by the same parties who executed and approved this grant contract, or their successors in office.

Waiver: If the State fails to enforce a provision of this grant contract, that failure does not waive the provision or the State's right to enforce it.

Grant Contract Complete: This grant contract contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

N. LIABILITY

The Grantee agrees to indemnify and save and hold harmless the State of Minnesota, the Board, its agents, and employees from any and all claims or causes of action arising from or relating in any way to the grant activities by Grantee or Grantee's agents or employees. This clause shall not be construed to bar any legal remedies the Grantee may have for the Board's failure to fulfill its obligations pursuant to this grant contract.

These obligations survive the expiration date of this grant contract.

O. AFFIRMATIVE ACTION

The Grantee certifies having received a certificate of compliance from the commissioner of human rights pursuant to Minnesota Statutes, section 363A.36, when applicable.

P. WORKERS' COMPENSATION

In accordance with the provisions of Minnesota Statutes, the Grantee certifies compliance with the workers' compensation insurance coverage requirement of Minnesota Statutes, section 176.181, subdivision 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

Q. ANTITRUST

The Grantee hereby assigns to the State of Minnesota any and all claims for overcharges as to goods and services provided in connection with this grant contract resulting from antitrust violations that arise under the antitrust laws of the United States and the antitrust laws of the State of Minnesota, when applicable.

R. BOARD RULES

The Grantee agrees to comply with the rules of the Board, Minnesota Rules, chapter 1900, pertinent to the grant program of this grant contract. If and to the extent that this grant contract is construed to be inconsistent with the rules of the Board, the rules shall govern.

S. DATA DISCLOSURE

Under Minnesota Statutes § 270C.65, subdivision 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

These obligations survive the expiration date of this grant contract.

T. FEDERAL COMPLIANCE

The Grantee agrees to abide by all requirements of federal law applicable to programs funded in whole or in part by the National Endowment for the Arts including, but not limited to, the laws listed herein. General descriptions of those laws pertinent to this grant contract are provided below for the convenience of the Grantee only and are not intended to, and do not, interpret those laws. Grantee should consult the actual laws or legal counsel to determine their requirements and applicability.

National Endowment for the Arts regulations: 45 C.F.R. parts 1110, 1151, 1153, 1154, 1157, 1158.

General Terms and Conditions of National Endowment for the Arts grants are available on the NEA Web site at <http://arts.gov/grants/manage-your-award/partnership-agreements-fy15-and-later>.

Age Discrimination Act of 1975: This act provides that no person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance as specified under 42 U.S.C. 6102.

Fair Labor Standards: Federal law requires that labor standards on activities assisted in part by funds from the National Endowment for the Arts must comply with 29 C.F.R. Part 505.

Discrimination on the Basis of Race, Color, or National Origin: No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under these grant activities, as specified under 42 U.S.C. 2000d.

Debarment and Suspension: Grantee certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency, nor has, within the three years preceding the submission of the application for this grant, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with a public (federal, state, or local) transaction or a grant contract under a public transaction; for violation of federal or state antitrust statutes; for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; had any public transactions terminated for cause or default; or is

presently indicted for or otherwise criminally or civilly charged by a governmental entity with any of the preceding offenses.

Drug-Free Workplace Act of 1988: The Grantee is required to certify to the Board that it will provide a drug-free workplace [45 C.F.R., part 1154.600(a) (1)]. Grantees should refer to 45 C.F.R., part 1154, Appendix C, for language regarding the required certification.

Discrimination of Individuals With A Disability: No otherwise qualified individual with a disability in the United States, shall, solely by reason of disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under these grant activities pursuant to 29 U.S.C. section 794 (Rehabilitation Act of 1973). The phrase "individual with a disability" means any person who (a) has a physical or mental impairment which substantially limits one or more of such person's major life activities, (b) has a record of such an impairment, or (c) is regarded as having such an impairment and as otherwise defined by 29 U.S.C. section 705 (20).

Americans with Disabilities Act of 1990 (ADA): The ADA encompasses private sector entities that serve the public including arts organizations that do not receive federal support, retail businesses, movie theaters, and restaurants. It extends accessibility requirements for individuals with disabilities to the private sector.

Lobbying: The federal provisions regarding the use of National Endowment for the Arts funds for lobbying activities are included in two provisions. 18 U.S.C. Sec. 1913, "Lobbying with appropriated moneys," prohibits any federally appropriated funds to be used directly or indirectly to pay for activities intended or designed to influence a member of Congress. In addition, 31 U.S.C. Sec. 1352, "Certification regarding lobbying," prohibits the use of federally appropriated funds to pay costs associated with lobbying members of Congress, employees of Congress, and employees of federal agencies regarding the award or amendment of any federal grant, cooperative agreement, contract, or loan. Exempted from the definition of lobbying are certain agency and legislative liaison activities and professional and technical services. Use of nonfederal funds for such activities must be disclosed to the federal agency. Exempted from the disclosure requirement are lobbying activities of long-term employees.

Sex Discrimination: No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving federal financial assistance, as specified under Title IX of the Education Amendments of 1972, 20 U.S.C. 1681, as amended.

U. PATENTS AND COPYRIGHTS

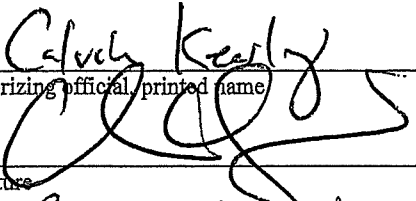
To the extent allowable by federal law, any and all patents, copyrights, or other legal interest in and relevant to the grant activities, or materials generated in pursuance of the grant activities, shall be the sole and exclusive property of the Grantee or the Grantee's designee.

V. ACCEPTANCE OF GRANT CONTRACT

This grant contract shall not be considered accepted, approved, or effective until all required signatures are affixed. The Grantee is responsible for the obligations contained herein. If the terms of this grant contract are not clearly understood, grantees are advised to seek assistance before signing.

For the purposes of execution, the signatures of two different corporate officials, having the authority to enter into this grant contract on Grantee's behalf, are required. If the grantee is an individual and the grant amount is less than \$25,000, only the Grantee's signature is required on the Grantee's behalf.

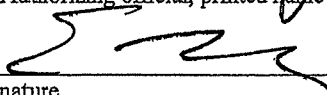
1.

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|---|------------------------------------|
| GRANTEE | |
| Calvin Kearly | Authorizing official, printed name |
|  | Signature |
| Principal, Hillcrest | Title |
| (952) 681-5350 | Telephone number |
| 8/7/18 | Date |

3.

| | |
|-----------------------------------|------------------------------------|
| MINNESOTA STATE ARTS BOARD | |
| Susanne K. Gens | Authorizing official, printed name |
| | Signature |
| (651) 215-1600 | Telephone number |
| | Date |

2.

| | |
|---|--|
| GRANTEE | |
| Eric Melbye | 2 nd Authorizing official, printed name |
|  | Signature |
| Assist. Supt. | Title |
| (952) 681-6476 | Telephone number |
| 8/7/18 | Date |