

Artists in Schools Program
CONTRACT for Artists in Schools - Residencies
Roles and Responsibilities for Artist (“the Artist”) and School

This Agreement is made on _____
(Date)

Between _____
(Name of Artist)

of _____
(Address of Artist)

(City, Province, Postal Code of Artist)

(Phone Number and Email of Artist)

and _____
(name of School)

(Contact Person)

of _____
(Address of School)

(City, Province, Postal Code of School)

(Phone Number and Email of Contact Person)

IT IS AGREED AS FOLLOWS:

1. The Residency

- a) The Artist and the School agree to participate in a residency (the “Residency”) as described in the approved and awarded application.
- b) The Residency may be modified, updated, or revised with the written consent of both the Artist and the School, and with the approval of the Residency Committee, subject to final approval by SK Arts.

- c) The Residency shall include the design and creation of a work of art, as described in the approved application. *(Strike this clause if not applicable.)*

2. Duration

- a) The Residency will commence on (Start Date) and will *continue until* (End Date).
- b) *The duration of the Residency is* referred to in this Agreement as the “**Residency Term.**”
- c) The Residency Term is considered full-time, defined as 35-40 hours per week during regular school hours.
- d) If the Residency Term includes school vacation periods (e.g., Christmas, Easter, Family Week), it is understood the Term will be extended to compensate for time lost due to such breaks.
- e) The Residency Term will be extended by written agreement, subject to mutual consent of the Artist and School, and contingent upon final approval by SK arts.

3. Funding

- a) The *Artists in Schools* program is a SK Arts program supported by funding from Sask Lotteries through the partnership between SK Arts and SaskCulture, and from the Government of Saskatchewan through the Ministry of Education.
- b) The financial administration of the *Artists in Schools* grant will be the responsibility of the **School** as designated in the application.

4. Payment

The school shall pay the Artist a total fee of \$_____, calculated in accordance with the monthly salary outlined in the approved application, for the approved Residency Term of ____ months.

Payment will be made in the following installments:

\$_____

\$_____

5. Final Payment

The school shall pay the Artist a final payment of \$2,000, in addition to the agreed salary, upon confirmation that the Artist has submitted the required feedback form to SK Arts and the School has been notified of its receipt. The Artist agrees to submit the feedback form to SK Arts upon completion of the Residency Term.

6. Expenses

- a) The school agrees to reimburse the Artist for eligible expenses incurred in connection to the Residency, upon submission of valid receipts and other appropriate documentation. All reimbursable expenses must align with the goals of the Residency and be pre-approved or jointly agreed upon by both the School and the Artist. The following categories of expenses may be considered for reimbursement:

i. Materials:

Costs for art supplies or other materials necessary for the execution of the Residency or Project.

ii. Travel:

Travel-related expenses, which may include mileage reimbursement at an agreed rate per kilometre, as well as other approved travel costs.

iii. Moving Allowance:

Expenses related to relocation, if applicable.

iv. Accommodation:

Housing costs incurred as a direct result of participation in the Residency.

v. Other Expenses:

Additional costs as agreed upon by the Partners in advance and deemed necessary for the successful completion of the Residency or Project.

- b) The **School** will reimburse the above expenses within ____ days (*14 days is recommended*) of the Artist's written request or invoice.

7. Consultation with School

The Artist agrees to maintain regular communication and consult with the designated lead contact of the School's Residency Committee throughout the Residency Term.

8. Facilities

- a) The School agrees to provide or make available to the Artist the following facilities and resources, based on the nature of the Artist's discipline, for use during the Residency Term:

For Visual Artists (e.g., painters, sculptors, printmakers):

- Dedicated studio space with natural light and ventilation
- Access to sinks/wash stations for cleaning tools
- Secure storage for materials and works-in-progress
- Tables, easels, shelving, and other studio furnishings
- Access to school art supplies (if applicable)

For Writers (e.g., poets, novelists, playwrights):

- Quiet office or classroom space with desk and chair

- Access to computer and/or printing facilities
- Internet and Wi-Fi access
- Library access (if available)

For Performing Artists (e.g., dancers, actors, musicians):

- Rehearsal space or stage area suitable to the art form
- Sound and lighting equipment (if available)
- Secure storage for instruments, costumes, or props
- Access to audio/visual recording equipment (if applicable)

For Digital or Media Artists:

- Computer lab or workstation with appropriate software
- Audio/visual equipment (e.g., camera, projector, editing tools)
- Internet and network access
- Tech support or IT access (if available)

For All Artists:

- Access to a staff lounge or common area
- Use of school restroom facilities
- Parking or transportation arrangements (if applicable)

- b) The above-listed facilities and resources shall be provided at the school's expense for the duration of the Residency Term, unless otherwise agreed in writing.

9. Assistance

- a) The School agrees to provide the following forms of assistance to the Artist, including support related to the production of an artwork, where applicable:
(Specify assistance here, e.g., classroom support, technical staff, student volunteers, administrative help, etc.)
- b) Any volunteers, staff, or subcontractors assigned to assist the Artist shall remain under the legal responsibility of the school. The Artist may agree to supervise or direct their activities in relation to the Residency, but such supervision shall not transfer legal liability or employment responsibility to the Artist.

10. Other Roles and Responsibilities of the Artist

- a) During the Residency Term, the Artist is expected to work full-time (35–40 hours per week) in service of the Residency, as outlined in the Residency Schedule (refer to Schedule on page 7).
- b) While working on school premises or in any spaces provided by the School, the Artist agrees to comply with all applicable School policies and procedures, including but not limited to those relating to health, safety, conduct, and confidentiality, as communicated by the school.
- c) Upon completion of the Residency Term, the Artist will submit a completed feedback form to SK Arts as part of the final reporting requirements.

- d) The Artist will carry out workshops, classroom visits, discussions, and other interactive activities in alignment with the goals and specifications of the Residency Project, as described in the approved application.
- e) The Artist will undertake public-facing activities such as exhibitions, performances, readings, or other forms of presentation, as applicable to their discipline and as outlined in the approved Residency Proposal.

11. Designs (*Applicable to Residencies Involving the Creation of an Artwork*)

- a) Where the creation of an artwork (e.g., mural, public art installation, or similar) is part of the Residency, the Artist and the School agree to collaborate on the design, planning, and construction of the work, in accordance with the approved Residency Proposal.
- b) The School and the Artist shall be jointly responsible for preparing the site for installation or construction, based on mutually agreed requirements and in accordance with the approved designs, maquettes, or models.
- c) The school shall be responsible for obtaining all necessary consents, approvals, clearances, and permissions from the relevant authorities within the School or School Division. If such consents and approvals are not obtained by _____ (insert date), this Agreement shall automatically terminate. In such event:
 - The Artist shall retain any fees already paid or due up to that date; and
 - The Artist shall retain ownership of any submitted designs and all related intellectual property and copyright therein.

12. Ownership of Artwork (*Applicable to Residencies or Projects Involving the Creation of an Artwork*)

- a) Ownership of the artwork shall remain with the Artist during the period of creation and construction, until the artwork is completed and the school has paid all compensation due to the Artist under this Agreement for the Residency Term.
- b) The Artist shall retain the right to determine when the artwork is complete, in consultation with the school.
- c) Upon completion of the artwork and full payment of all amounts owing to the Artist, ownership of the physical artwork shall be transferred to the school.
- d) Notwithstanding the transfer of ownership of the physical artwork, the Artist shall retain all moral rights and copyright in the artwork, unless otherwise agreed in writing.

13. Taxation

- a) If the Artist is engaged as an employee and paid through the School's payroll, all payments to the Artist shall be subject to applicable statutory deductions, including income tax, Canada Pension Plan (CPP) contributions, and Employment Insurance (EI) premiums.
- b) If the Artist is engaged as a self-employed individual or independent contractor, the Artist shall be solely responsible for the reporting and payment of all applicable taxes, including income tax, GST/HST (if applicable), and any other statutory remittances arising from payments received under this Agreement.

14. Insurance

- a) The school is encouraged to maintain adequate public liability insurance to cover any loss, injury, or damage to persons or property that may arise during the course of the Residency, including incidents involving the Artist, volunteers, or subcontractors engaged in Residency activities.
- b) The Artist shall be responsible for arranging and maintaining appropriate insurance coverage for their own tools, equipment, and personal artworks, protecting against loss or damage due to theft, fire, accident, or other common risks while performing duties under this Agreement.
- c) Neither party shall be held liable for loss or damage to the other party's property unless such loss or damage is caused by negligence or willful misconduct.

15. Disruption of Work

In the event of a disruption to the Residency due to circumstances beyond the reasonable control of either party, including, but not limited to, strikes, severe weather, injury, illness, or other force majeure events, the Residency may be extended accordingly. Neither party shall be considered in breach of this Agreement because of such delays, provided that reasonable efforts are made to resume normal activities as soon as practicable.

16. Termination

Either the Artist or the School may terminate this Agreement during the Residency Term by providing written notice to the other party if that party is in breach of any of its obligations under this Agreement, and such breach is not remedied within fifteen (15) days of receiving written notice specifying the breach and requiring its correction.

In the event of termination under this clause, the Artist shall be entitled to receive all fees earned and payable up to the effective date of termination.

17. Changes to the Agreement

This Agreement constitutes the entire understanding between the parties with respect to the Residency and supersedes all prior discussions, negotiations, or agreements, whether written or oral.

No amendment or modification to this Agreement shall be valid unless made in writing, signed by both the Artist and the School, and approved by SK Arts.

18. Disputes

Any dispute arising between the Artist and the School—other than one involving the legal interpretation of this Agreement—shall, at the request of either party, be referred to SK Arts. SK Arts will appoint a mutually agreeable mediator to assist in resolving the dispute.

If the dispute is not resolved within a reasonable period following mediation, SK Arts reserves the right to terminate or wind down the Residency or Project at its discretion.

19. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Saskatchewan and the applicable laws of Canada.

IN WITNESS WHEREOF the parties hereto have duly executed this agreement on the ____ day of _____, 20__.

Artist signature

School contact signature

Witness

Witness

Schedule

Residency Term

Start Date: _____

End Date: _____

Residency Schedule

The following Residency Schedule outlines the key activities, goals, priorities, and timelines for the duration of the Residency Term. This Schedule is intended to guide the implementation of the Residency and may be amended by mutual agreement in writing, subject to approval by SK Arts.

1. Narrative Description of the Residency

Provide a concise overview of the Residency, including:

- The overall purpose and intended outcomes
- The artistic discipline and focus of Residency Term
- The target audience or participants (e.g., grade levels, community involvement)
- Any major deliverables (e.g., final artwork, performance, exhibition)

Example:

This Residency will focus on collaborative mural creation with students in Grades 6–8, integrating themes of community identity and environmental awareness. The Artist will lead workshops, engage students in design planning, and oversee the creation and installation of a large-scale mural in a central school hallway.

[illegible]

2. Scheduled Activities and Weekly Breakdown

Outline week-by-week (or month-by-month) activities. Include any major events, workshops, or milestones.

Week / Date Activity Location / Notes

Week 1

Week 2

Week 3

Week 4

Final Week

3. Priorities

Highlight any specific goals or focus areas agreed upon by the School and Artist.

4. Timelines and Deliverables

Summarize important deadlines or project phases.

<u>Deliverable</u>	<u>Due Date / Week</u>
Finalized project design	End of Week
Completion of project	End of Week
Feedback form submitted to SK Arts	Within _ days of Residency completion
Final public event (if applicable)	Final week of Residency

Both partners please initial:

Artist initials

School contact initials