

THE BIG READ GRANT AGREEMENT

April 14, 2009

FY09

Nassau County Public Library System

This agreement, dated April 14, 2009, by and between Arts Midwest on behalf of the National Endowment for the Arts and

Nassau County Public Library System 25 N. 4th Street,

Fernandina Beach, FL 32034-4123

herein referred to as GRANTEE, outlines the following organizational and project terms that must be met in order to receive funding from Arts Midwest.

THE INITIATIVE

The Big Read is an initiative of the National Endowment for the Arts in partnership with the Institute of Museum and Library Services designed to restore reading to the center of American culture. Created by the National Endowment for the Arts in cooperation with Arts Midwest, The Big Read brings together partners across the country to encourage reading for pleasure and enlightenment.

GRANT AWARD STIPULATIONS

GRANT AWARD

Support for GRANTEE from Arts Midwest, on behalf of the National Endowment for the Arts, is \$10,000.

These funds derive from the National Endowment for the Arts: CFDA (Catalog of Federal Domestic Assistance) #45.024 distributed through Arts Midwest. These federal funds must be indicated as federal funds with GRANTEE's records.

This grant is a 1 to 1 matching grant. In order to receive the full grant, GRANTEE's total expenses as shown on your Final Report budget must be at least \$20,000 or greater. Matching funds must be from nonfederal sources.

GRANTEE is expected to carry out a project that is consistent with the proposal that was approved for funding by Arts Midwest and the National Endowment for the Arts. If major changes in the programming or more than a 20% adjustment in a budget line are believed to be necessary, GRANTEE must send a written request, with justification, to Arts Midwest prior to the expenditure of grant funds. Approval is not guaranteed.

Arts Midwest will disperse this grant by check to GRANTEE.

- Initial payment of \$8,000.00 will be sent to arrive on or about the first event as indicated on Grantee's Event listings (see "Program Events" below).
- Final payment of \$2,000.00 will be sent four to six weeks following the receipt of a complete Final Report (see "Reporting" below).

The Big Read team at Arts Midwest will serve as your contacts for questions regarding grant payments. The team can be reached at 612.238.8010 or the big read@artsmidwest.org.

INDEPENDENT CONTRACTOR

It is understood that this Agreement does not constitute a partnership or joint venture between Arts Midwest and GRANTEE, and that GRANTEE's status is solely that of an independent contractor. GRANTEE shall be solely responsible for the performance of its contracts including, without limitation, the payment of all costs, expenses, and damages that may arise from said contracts.

FUNDING DEFAULT / FORCE MAJEURE

This Agreement may be terminated by Arts Midwest in the event that funding from the National Endowment for the Arts is not forthcoming, or by reason of an Act of God, force majeure, or any unforeseen occurrence which renders the fulfillment of this Agreement by either party impossible. Under such circumstances, neither party shall be liable to the other for payment of damages.

A-133 AUDIT

Please check the appropriate box.

Did GRANTEE expend \$500,000 or more in federal awards during your most recent completed fiscal year? ☑ NO

YES: GRANTEE must provide a copy of the Single Audit Report (OMB A-133 audit). The sections we need are the Financial Statement Section; Federal Programs Section (in regards to the OMB Circular A-133); Finding Section (if applicable); and Corrective Action Plans Section (if applicable). No funds will be distributed until Arts Midwest receives this Audit.

PROGRAM REQUIREMENTS

As a participant in The Big Read, GRANTEE agrees to conduct the following Big Read activities:

Develop and produce a well-planned, well-attended, community-wide read with innovative, diverse programming, and widespread community involvement and participation. The program must occur between September 1, 2009 and June 30, 2010. A successful Big Read will a) reach lapsed and/or reluctant readers, b) have a wide range of imaginative activities, and c) occur in a variety of locations. Programming should occur in various venues beyond libraries to encourage participation by diverse audiences and reluctant readers. Activities will include: a kick-off event to launch the program locally; at least one keynote session on the book or poet (e.g., lecture by key biographer, panel discussion, or author reading); a minimum of two to three special events involving other kinds of programming (e.g., film series including adaptations of the book, films related to the selected poet, or a theatrical reading); and a minimum of 10 book discussions on the book or poet in varied locations, including libraries, bookstores, and museums, that attract diverse audiences. The number of activities planned will correlate with your community population. Organizations are responsible for seeking legal permissions for certain activities and promotional materials.

Partner with a library (if GRANTEE itself is not a library) and other community organizations such as bookstores, museums, arts organizations, military installations, local businesses, chambers of commerce, community service organizations, community centers, youth groups, senior centers, correctional institutions, neighborhood associations, community colleges, universities, and social service organizations. Partner with local middle and high schools capable of integrating The Big Read materials in classrooms and/or involving students in school-based Big Read activities. Develop program plans with school leaders, such as teachers, school librarians, English department chairs, principals, superintendents, or curriculum specialists. Involve local media to promote The Big Read successfully and widely. Generate media attention through partnerships with local TV, radio, and print media and through other promotion and public relations efforts. Involve local, state, or federal public officials (e.g. mayors, city council members, state legislators, Members of Congress).

> Distribute and use the educational and promotional materials provided by the program.

- Participate in a two-day orientation meeting in Minneapolis on June 16-17, 2009. Two representatives from GRANTEE must attend this meeting, along with the partner librarian if GRANTEE is not a library. The Big Read will cover all allowable expenses associated with community organizers' travel and participation in this meeting.
- Participate in periodic conference calls with other community organization participants in The Big Read. Conference calls will focus on a variety of topics, including plans for activities by book title, general programming, and other issues. Dial-in conference calls will be provided, scheduled and paid by The Big Read initiative.
- Host visiting representatives from The Big Read staff and/or sponsors. While not all organizations will be visited by The Big Read staff, we appreciate your willingness to share your activities.

PROGRAM EVENTS

Listing of Grantee's Events is essential to providing Arts Midwest, the National Endowment for the Arts, and the public with detailed information concerning your project's activities to encourage participation at your activities; to promote The Big Read; and to report to the National Endowment for the Arts.

GRANTEE shall use the Grantee's Dashboard to manage their Events as part of this initiative. Instructions for using the Dashboard will be included at orientation.

GRANTEE is required to submit their Events to Arts Midwest as follows:

- 1. Submit a preliminary Event listing by July 15, 2009. Indicate which events are confirmed and which are tentative. Only confirmed public events are displayed on www.NEABigRead.org.
- 2. Thirty days prior to your first Big Read activity, submit an updated Event listing. Indicate which events are confirmed and which, if any, are tentative. Your initial grant payment will be generated after receipt of this Event listing by Arts Midwest.
- 3. Within 30 days of the completion of your activities, submit a final Event listing with complete attendance information as described in the Final Report. Your final grant payment will be generated after receipt of this submission along with your Final Report.

It is understood that your activities may change. Please promptly inform The Big Read team directly at thebigread@artsmidwest.org or 612.238.8010 of any changes in your programming beginning and ending dates. Please be as complete and timely as possible updating your Events.

CREDITING AND PUBLIC RELATIONS

The Big Read is a major initiative of the National Endowment for the Arts. The National Endowment for the Arts, Institute of Museum and Library Services, Arts Midwest, and participating community organizations will work together cohesively to ensure maximum positive promotion of The Big Read. The promotion plan includes national events and media outreach sponsored by the National Endowment for the Arts.

As an initiative participant, GRANTEE must follow all crediting and public relations requirements.

GRANTEE will be required to include a sampling of printed materials and digital communications with your Final Report. Failure to meet these credit requirements will jeopardize GRANTEE's future funding from Arts Midwest.

The Big Read team at Arts Midwest will serve as your contact for questions regarding crediting and public relations. The team can be reached at 612.238.8010 or thebigread@artsmidwest.org.

CREDITING

Full name

You must use the full name, The Big Read, when referring to this initiative and your program. You may add a tag line to the name The Big Read with your organization or community name, or the book title or poet's name.

Credit line and logos

The Big Read credit line and logo block must be used in all printed materials and digital communications related to GRANTEE's events and activities. Examples of printed materials and digital communications in which this credit line and logo block must appear include title page of programs, educational materials, advertisements, brochures, posters, and newsletters. The Big Read credit line and logo block must be included on GRANTEE's Web site, preferably on the home/splash page, with a link to www.NEABigRead.org.

The credit line for the Big Read is as follows:

The Big Read is an initiative of the National Endowment for the Arts in partnership with the Institute of Museum and Library Services and Arts Midwest.

The credit line must be displayed prominently and generally should not be smaller than 11-point type.

Should The Big Read secure any additional sponsors, GRANTEE will receive amended credit requirements.

The Big Read logo block, consisting of The Big Read logo and sponsor logo(s), should be positioned prominently for high visibility and readability. The logo block may not be altered in proportion, color, cropping, or in any other way.

The logo block can be downloaded from www.NEABigRead.org, in the Grantee Login area.

Basic description

The following paragraph represents the basic description of The Big Read. This text shall be used in all publicity and promotion where space allows, including on Web sites and in print materials.

The Big Read is an initiative of the National Endowment for the Arts in partnership with the Institute of Museum and Library Services designed to revitalize the role of literature in American culture and bring the transformative power of literature into the lives of its citizens. The Big Read brings together partners across the country to encourage citizens to read for pleasure and enlightenment.

The Big Read basic description must be included on GRANTEE's Web site with a link to www.NEABigRead.org.

PUBLIC RELATIONS

GRANTEE's outreach efforts to local media, including print, television, and radio outlets, are very important to the success of The Big Read.

The National Endowment for the Arts will issue a national news release on June 23, 2009 announcing the selected community organizations. This will be distributed to the national wire services (e.g., the Associated Press), statewide newspapers, and trade publications (e.g., Publisher's Weekly).

The National Endowment for the Arts created a sample news release for use in publicizing GRANTEE's participation in The Big Read. This news release should be customized to accommodate your local organization and distributed to your local media. The news release can be downloaded from www.NEABigRead.org, in the Grantee Login area. You are encouraged to issue your own news release on or after June 23, 2009.

The Organizer's Guide contains a section on planning and executing your PR strategy. The NEA also created a PR toolkit, which is available online at www.NEABigRead.org in the Grantee Login area, Resources - Media and Public Relations tab. This toolkit contains sample press releases, talking points, frequently asked questions, and other public relations tools, along with tips on working with print, radio, and television media.

The Big Read team at Arts Midwest will serve as your contact for questions regarding crediting and public relations. The team can be reached at 612.238.8010 or the bigread@artsmidwest.org.

EDUCATIONAL MATERIALS

Please use the enclosed Materials Delivery Form to reference the quantity and shipping date for each item detailed below.

Reader's Guides

GRANTEE shall receive 16-page booklets containing an introduction to the featured book or poet, historical context, background of the writer, information about related works, and discussion questions. The Reader's Guides should be distributed broadly and free of charge. Distribution must include area high schools. Distribution locations may include libraries, literary centers, bookstores, coffee shops, grocery stores, community centers, YMCAs and YWCAs, convenience stores, youth centers, senior centers, laundromats, transit stations, and other public spaces.

GRANTEE shall track and report the total quantity distributed as part of your Final Report.

Note: For legal reasons, photos and graphics used in the Reader's Guides are prohibited from duplication without permission. For permission to duplicate select text portions from the Reader's Guides, contact Arts Midwest at 612.238.8010 or thebigread@artsmidwest.org. Note: Educational materials are not for re-sale under any circumstances.

GRANTEE shall receive 20-page booklets containing lesson plans on the featured book or poet, and other teacher resources for high schools or middle schools that can be used in the classroom and/or by the school library media specialist. The Teacher's Guides should be distributed broadly and free of charge by GRANTEE to area middle and high schools and made available for home schoolers.

GRANTEE shall track and report the total quantity distributed as part of your Final Report.

Note: For legal reasons, text, photos, and graphics used in the Teacher's Guides are prohibited from duplication without permission. Please view the Web site for downloadable versions of lesson plans and handouts. Note: Educational materials are not for re-sale under any circumstances.

Audio Guides

GRANTEE shall receive 30-minute CDs on the featured book featuring interviews with notable literary and public figures about the book for radio promotion and classroom use; for poets, 20-minute CDs containing readings of poems. The Audio Guides should be distributed free of charge to radio stations, to teachers for classroom use in conjunction with teaching the book, as well as to book clubs or the general public at Big Read events.

GRANTEE shall track and report the total quantity distributed as part of your Final Report.

Note: For legal reasons, text, photos, and graphics used in the Audio Guides are prohibited from duplication without permission. The Audio Guides may be used for radio broadcast, classroom, and individual uses. Note: Educational materials are not for re-sale under any circumstances.

PROMOTIONAL MATERIALS

Please use the enclosed Materials Delivery Form to reference the quantity and shipping date for each item detailed below.

Banners

To widely promote The Big Read, GRANTEE will receive six 2.5' x 6.5' The Big Read banners (three horizontal banners and three vertical banners) featuring the initiative logo for on-site event promotion. GRANTEE shall hang these banners in visible locations of your choice before and during your community read activities.

Posters

To further promote The Big Read, GRANTEE will receive 11" x 17" posters for your marketing use. The posters are designed with white space at the bottom for you to imprint your event information details.

Bookmarks

GRANTEE will receive 8.5" x 1.125" bookmarks featuring The Big Read logo and the Web site address.

Optional promotional tools

In addition to these materials, we also provide tools for GRANTEE's use in creating your own promotional and marketing materials. Public Service Announcements (PSAs) are available for television and radio promotion. Author/poet caricatures, The Big Read logo block, and the credit line are available to be included on advertisements, posters, flyers, postcards, or other promotional items of your design. These materials are available for downloading in the Grantee Login area of the Web site.

PARTNERSHIPS WITH SCHOOLS & TEACHERS/EDUCATORS

Partnering with high schools and middle schools is essential to the success of The Big Read. The Teacher's Guides (see "Educational Materials" above) are one component in ensuring the strong integration of Big Read books/poets into secondary schools' curricula.

GRANTEE shall report partner school(s)' names and locations as part of your Final Report.

To further encourage this partnership, and to recognize the outstanding involvement of local educators, GRANTEE may bestow commendation certificates to deserving educators. We recommend that you use your best judgment in awarding these certificates to outstanding educators for their participation in Big Read activities. A blank certificate is available for your use on The Big Read Web site in the Grantee Login area. Please print the certificate on card stock, add the educator's name and school, and award it to the educator.

WEB SITE

The Big Read Web site provides context on the initiative and enhances the public's knowledge and understanding of the books and poetry, the authors, and the participating community organizations.

The Web site includes an introduction to The Big Read; information about the National Endowment for the Arts, Institute of Museum and Library Services, and Arts Midwest; essays on each book and author or poet from the Reader's Guides; downloadable Teacher's Guide lesson plans; and press materials. There is also a password-protected Grantee Login area for representatives from participating community organizations to access information and materials pertinent to your grant, and to network with other participating organizations.

The Web site will be promoted jointly by the National Endowment for the Arts, Institute of Museum and Library Services, Arts Midwest, and GRANTEE.

REPORTING

GRANTEE is obligated to submit a Final Report to Arts Midwest within 30 days following the conclusion of your project. The Final Report enables us to compile and forward comprehensive information to the National Endowment for the Arts regarding The Big Read.

Sample Final Report materials are enclosed and are available on The Big Read Web site in the Grantee Login area. Please review the Final Report requirements prior to beginning your Big Read activities so you can properly document them throughout the process. The Final Report includes an eGRANT submission, a final Event Listing with complete attendance information, and crediting examples.

In the event that GRANTEE does not comply with this reporting requirement, GRANTEE may no longer be entitled to future support from Arts Midwest.

COMPLIANCES

ASSURANCE OF COMPLIANCE ADDENDUM

GRANTEE shall comply with all provisions of the Assurance of Compliance Addendum, which is attached and therefore made a part of this Agreement. These compliances are required by Arts Midwest's federal and state funding sources. An interactive version of the Assurance of Compliance with Web links is also downloadable from the Grantee Login area of www.NEABigRead.org.

In addition, the following are not allowable uses of federal funds and therefore GRANTEE is prohibited from using Big Read funding for them: 1) fund-raising events, 2) purchase of alcohol, 3) cash incentives, 4) food and refreshments, or 5) regranting.

NON-PROFIT STATUS

GRANTEE certifies that it is a duly constituted, registered, and qualified 501(c)(3) not-for-profit organization as designated by the Internal Revenue Service, or is an entity of federal, state, local, or tribal government. GRANTEE agrees to notify Arts Midwest immediately of any alteration of such status that may occur prior to the conclusion of the grant period.

ADMISSION

Admission to, as well as seating and participation in, Arts Midwest programs shall be open to the general public and shall be without regard to race, color, natural origin, disability, religion, age, or sex as provided in Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, and Title IX of the Educational Amendments of 1972.

GRANTEE shall provide, upon request from Arts Midwest, up to six complimentary admissions to all paid program activities without cost to Arts Midwest or the National Endowment for the Arts for VIP or promotional use. Arts Midwest will work with GRANTEE to ensure that proper procedures for admission are followed at all venues.

LIABILITY

GRANTEE agrees that Arts Midwest shall not be liable for any loss, damage, or expense of any kind arising from acts or omissions of GRANTEE, or its agents and employees, including but not limited to compensation for injury, property damage, the payment of any taxes, or the payment of court and reasonable attorney fees.

BINDING EFFECT

GRANTEE agrees to carry out this project in compliance with the terms listed in this Agreement. GRANTEE agrees to notify Arts Midwest in writing of any changes that may impact or require an amendment to this Agreement. Failure to

comply with all terms of the Agreement and attachments may jeopardize future funding to GRANTEE by Arts Midwest. GRANTEE further understands and agrees that the grant received from Arts Midwest must be returned in full in the event that GRANTEE unilaterally cancels this Agreement.

This Agreement shall be governed and interpreted in accordance with the laws of the State of Minnesota. All disputed claims or controversies arising out of or related to this Agreement shall be settled in the state or federal courts located in Hennepin County, Minnesota. GRANTEE expressly waives all jurisdictional rights and questions of proper venue.

INSTRUCTIONS

- 1. Please check the appropriate box under "A-133 Audit" on page 2.
- 2. Sign both copies of this Grant Agreement.
- 3. Return all pages of both copies of this Grant Agreement to Arts Midwest by May 15, 2009.
- 4. Please circulate copies of this Grant Agreement to appropriate members of your staff.

A fully-executed copy will be returned to GRANTEE once countersigned by Arts Midwest.

I have read and agree to comply to the terms and conditions within The Big Read Agreement and its attachments on behalf of GRANTEE.

Nassau County Public Library System Authorized Signature

Barry V. Holloway Name (typed or printed)

Arts Midwest	
hon II	that
Authorized Signature	
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511.04

Date

Chairman Title

4-27-09

Date

Attestation: Only to Authenticity as to Chairman's Signature:

Crawford John

John A. Crawford Ex-Officio Clerk

LAK Yhalog Approved as to form by the Nassau County Attorney:

David A. Hallman



# **ASSURANCE OF COMPLIANCE**



The Big Read is supported by federal funds and all applicants must ensure their activities comply with the following federal regulations.

- I. Organization agrees to comply with the following Acts and other Statutes.
  - Americans with Disabilities Act of 1990.
  - Section 504 of the Rehabilitation Act of 1973.* *Organization shall have a NEA Section 504 Self-Evaluation on file.
  - Title VI of the Civil Rights Act of 1964.
  - Age Discrimination Act of 1975.
  - Title IX of the Education Amendments of 1972.
  - Drug-Free Workplace Act of 1988.
  - The Native American Graves Protection and Repatriation Act of 1990.
  - National Environmental Policy Act of 1969.
  - National Historic Preservation Act of 1966.
- II. Organization certifies that its organization and principals comply with the regulations relating to Debarment and Suspension or are otherwise excluded from participation in federal assistance programs or activities.
- III. Organization certifies that it is not delinquent in the repayment of any federal debt OMB Circular A-129.
- IV. Organization's allowability of costs shall be in accordance with applicable cost principles as established with OMB Circular A-122 (Cost Principles for Nonprofit Organizations), Circular A-87 (Cost Principles for State, Local, and Tribal Governments), or Circular A-21 (Cost Principles for Educational Institutions).
- V. Organization shall not use federal funds to conduct political lobbying as defined in OMB Circular A-122, "Lobbying" revision and Section 319 of Public Law 101-121.
  - Visit the Office of Management and Budget to view any of the above Circulars.
- VI. Organization shall comply with Part 505 of Title 29: Regulations Relating to Labor concerning all professional performers and personnel employed on a project or productions which are financed in whole or in part with Arts Midwest funds.
- VII. Organization is encouraged to purchase American-made products as described in "Buy American Act."
- VIII. Organization's records related to the NEA-supported program shall be retained for a period of three years following the submission of a Final Report. Organization shall grant Arts Midwest access to any pertinent books, documents, or other records kept by Organization to make audits or examinations as necessary.
- IX. Organization certifies that no portion of Arts Midwest funding shall be used to match any other Federal funds.

For further copies of the nondiscrimination statutes, visit the National Endowment for the Arts Office of Civil Rights. Other guidelines can be obtained from the Office of Management and Budget or your local library. You may contact the Inspector General.