THE BIG READ
GRANT AGREEMENT

April 29, 2011
Tom Green County Library
FY12

This Agreement, dated April 29, 2011, by and between Arts Midwest on behalf of the National Endowment for the Arts and

Tom Green County Library
113 West Beauregard Ave.,
San Angelo, TX 76903-5834

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 PROGRAM

The Big Read is a program of the National Endowment for the Arts in cooperation with Arts Midwest designed to revitalize the role of literature in American culture and to encourage citizens to read for pleasure and enlightenment.

The Big Read team at Arts Midwest will serve as your contacts for all questions regarding the program and this Grant Agreement. The team can be reached at 612.238.8010 or TheBigRead@artsmidwest.org.

GRANT AWARD STIPULATIONS

GRANT AWARD

Support for GRANTEE from Arts Midwest, on behalf of the National Endowment for the Arts, is $17,000.

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

This grant must be matched at least 1 to 1 with nonfederal funds. In order to receive the full grant, GRANTEE's total expenses as shown on your Final Report budget must be at least $34,000 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 as follows:

- Initial payment of $13,600.00 will be sent to arrive on or about the date of the first event as indicated on Grantee's Event Listing (see "Program Events" below).
- Final payment of $3,400.00 will be sent four to six weeks following the receipt of a complete Final Report (see "Reporting" below).

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 widespread involvement and participation. Your literary programming should feature innovative, diverse activities, and plans to connect to the chosen book or poet. The ideal Big Read program lasts approximately one month and must occur between September 1, 2011 and June 30, 2012. A successful Big Read will reach lapsed and/or reluctant readers, especially middle and high school students and young adults (ages 18-24), and have a wide range of imaginative activities. Successful programming will occur in various venues to encourage participation by diverse audiences and reluctant readers. Activities should include a kick-off event to launch the program locally; at least one keynote session on the selected book or poet (e.g., lecture by key biographer, panel discussion, or author reading); a minimum of two special events involving other forms of artistic programming (e.g., art exhibits related to the themes of the book or poet, music or dance events, film series including adaptations of the book, or a theatrical reading); and a minimum of 10 discussions on the book or poet in varied locations, including libraries, bookstores, and museums, that attract diverse audiences. The number of activities planned should correlate with your community population. Organizations are responsible for seeking legal permissions for activities and promotional materials.
- Partner with a library (if the grantee itself is not a library). Other collaborating organizations might include bookstores, museums, arts organizations, local businesses, chambers of commerce, community service organizations, community centers, youth groups, senior centers, correctional institutions, neighborhood associations, community colleges, universities, social service organizations, and military installations.
- Partner with local middle and/or high schools, working with school leaders, such as teachers, school librarians, English department chairs, principals, superintendents, or curriculum specialists. Partner schools should be capable of integrating The Big Read materials in classrooms and/or involving students in school-based Big Read activities. GRANTEE should develop program plans to involve students in community-based programming.
- Generate media involvement through partnerships with local TV, radio, print, and electronic media, and through other public relations efforts.
- Use and distribute the printed and online educational and promotional materials.
- 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.

In addition, GRANTEE is strongly encouraged to participate in online orientation activities.

PROGRAM EVENT LISTING

GRANTEE's Event Listing 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 program. Instructions for using the Dashboard are included in this notification packet.

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

1. By July 14, 2011, submit a preliminary Event Listing. 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 figures 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 program of the National Endowment for the Arts. The National Endowment for the Arts, Arts Midwest, and participating community organizations will work together cohesively to ensure maximum positive promotion of The Big Read.

As a program 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.

CREDITING

Full name

You must use the full name, The Big Read, when referring to this 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 logo block

The Big Read credit line and logo block must be used in all printed materials and digital communications related to GRANTEE's Big Read 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 a program of the National Endowment for the Arts
in partnership with 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 Arts Midwest logo, 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 a program of the National Endowment for the Arts 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 July 7, 2011 announcing the selected grantees. 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 July 7, 2011.

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.

EDUCATIONAL MATERIALS

The Big Read educational materials are accessible on www.NEABigRead.org, as well as provided in limited print quantities to GRANTEE.

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 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.

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.

Teacher's Guides

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 free of charge by GRANTEE to area middle and high schools and made available for home schoolers.

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/Radio Shows

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. The Audio Guides for the three poets contain 20 minutes of poetry readings. The Audio Guides should be distributed free of charge to radio stations, to teachers for classroom use in conjunction with the Teacher's Guides, as well as to book clubs or the general public at Big Read events.

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

The following Big Read promotional materials are provided to GRANTEE.

Banners

To widely promote The Big Read, GRANTEE will receive three 2.5' x 6.5' The Big Read banners (two horizontal banners and one vertical banner) 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.

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. Poster templates featuring the author/poet caricatures are available for downloading, customizing, and printing. 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.

MIDDLE AND HIGH SCHOOL PARTNERSHIPS

Involvement of middle and/or high schools is essential to meeting the goals 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 program 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 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, Arts Midwest, and GRANTEE.

REPORTING

GRANTEE is obligated to submit a Final Report to Arts Midwest within 30 days following the conclusion of your programming. 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 30, 2011.
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.

Tom Green County Library

Authorized Signature

Michael D. Brown

Name (typed or printed)

County Judge

Title

5-17-11

Date

Arts Midwest

Authorized Signature

6.10.11

Date

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, and that neither Applicant nor its principals are 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.