Grant contract between the Metropolitan Government of Nashville and Davidson County and AAOC Camps for Youth Development, Contract # July 1, 2024 – June 30, 2025

# GRANT CONTRACT BETWEEN THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY AND AAOC CAMPS FOR YOUTH DEVELOPMENT

This Grant Contract issued and entered into by and between the Metropolitan Government of Nashville and Davidson County, Nashville Public Library ("Metro") on behalf of Nashville After Zone Alliance (NAZA), and AAOC Camps for Youth Development, ("Recipient"), is for the provision of free and high-quality afterschool programs, as further defined in the "SCOPE OF PROGRAM". The Recipient's annual report and audit are incorporated herein by reference.

# A. SCOPE OF PROGRAM:

#### A.1. Schedule and Content

NAZA-funded programs will align with the Metro Schools calendar and be available to youth Monday through Thursday during the fall semester (September 3 to December 13, 2024) and spring semester (January 8 to May 9, 2025), on days when MNPS is in session. Programs should run at least for 28 weeks. NAZA-funded programs may choose to offer longer programs.

Please note that NAZA-funded programs will not begin before Labor Day due to unavailability of MNPS transportation.

NAZA-funded summer program with AAOC Camps for Youth Development will occur between July 1-31, 2024 and/or June 1-30, 2025. (not applicable to organizations not providing summer programming)

NAZA-funded activities should support youths' physical, social, emotional, cognitive and academic skills development, help them build purpose through learning, and have relevance to their real-life experiences. Throughout the program day, staff should intentionally infuse opportunities for youth to read, write, speak, and listen as well as allocate time for community building and reflection. When possible, programs should consider encouraging youth to be part of activity design or leading to enable them practice leadership skills. Each day should begin with check-in and snack/meals (when in person). Additional activities may be offered by the NAZA funded partner outside of this timeframe at the partner's expense, with no cost to youth and their families.

A typical program day should focus to creatively combine:

- School day supports (reading, homework, etc.)
- Enrichments (e.g. arts education; STEAM engineering challenges, service learning, etc.)
   reflecting youth voice and choice and have a learning focus, either provided by program staff or external enrichment partners.
- Focus on youth's skill building, in line with Nashville's Vision for Hollstic Youth Development (curricula with activities will be available for each of the 12 skills).
- Other Experiences (e.g. physical activity, health and wellness, mental health, healthy eating
  activities, team games with rules, career exploration, field trips and other age-appropriate
  developmental activities.) that offer fun, support team and relationship building and foster holistic
  youth development.
- NAZA funds should not in any shape or form be related to any religious content or affiliation.
   NAZA-funded programs should not proselytize during their regular programming time, nor should

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youth be accepted or denied based on their religious affiliation or commitment to engaging in any type of religious activities before or after NAZA programming time.

 While we encourage using various learning software and educational games to enhance youth learning, we strictly prohibit enabling access to any video games that include violence, shooting or other unwanted behaviors, especially those rated M for Mature, are of solely entertainment purposes during NAZA-funded time. Programming time should focus on young people's development.

Each after-school programming day should begin with check-in and a snack or meal. Additional activities may be offered by the funded partner outside of this timeframe at the partner's expense, with no cost to youth and their families.

Recipient must ask parents and youth (who are not participating in sports) to commit to attend regularly, on an on-going basis when program is in session, for both fall and spring semesters. **Only youth who have returned a fully completed enrollment form may participate in NAZA-funded programs**.

# Requirements for Programming

By initialing each item below, Recipient agrees to the following:

1. Supervision: Recipient commits to maintaining a staff; youth ratio not to exceed 1:15 at all times by establishing and maintaining a mechanism for substitutions. Youth will be supervised at all times by program staff.

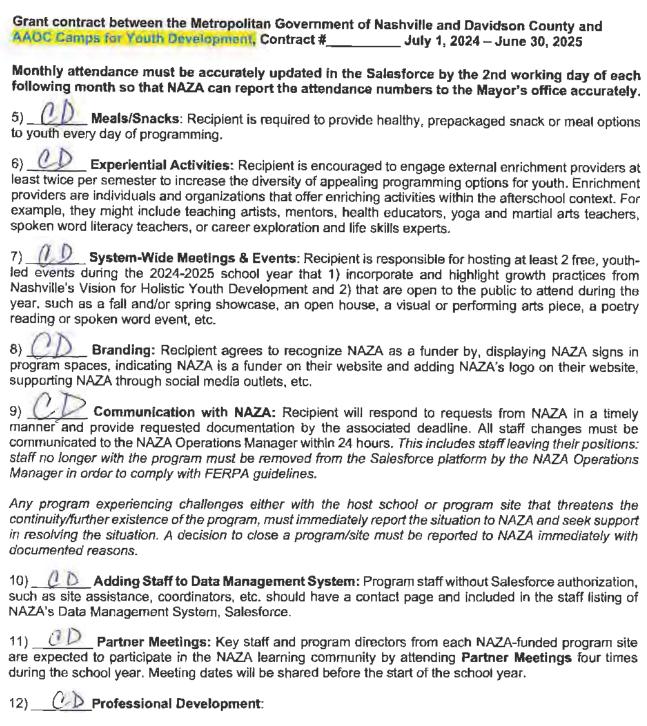
2. School Relationships: Recipient will be actively involved in communicating and collaborating with schools to enhance youth learning. They will participate in planning meetings with school principals and staff, including Community Achieves staff to help meet school outcomes and to track youth progress. Program staff will also meet with principals and school staff when needed or possible to address strategies for program recruitment, retention, and attendance tracking.

Recipient will receive space approval from school administration for programming.

3. Recruitment and Family Engagement: Recipient is responsible for recruiting youth, leading program activities, and engaging in family outreach. Recipient will promote consistent participation/retention levels by contacting each family/youth before programming begins, whenever absences begin to develop a pattern, and to confirm an exit/withdrawal if appropriate. Recipient will serve at least 90% of the youth they projected to serve.

Youth with no afterschool options should be the first priority for enrollment in NAZA-funded programs. If spots are available, youth participating in school-sponsored athletics can choose to attend school athletics as a portion of their NAZA-funded program time if they can commit to <u>partially (at least one hour per day)</u> attend NAZA-funded programming and the program has more than one staff on site. Only students participating in at least one hour of programming can benefit from a snack/meal, learning time, and transportation home and counted towards the funded slots. Only youth who have returned a fully completed enrollment form, signed by parent/guardian, may participate.

4) \_\_\_\_\_ Attendance: Recipient commits to maintain daily attendance, updating the NAZA attendance tracking tool (Salesforce) on a weekly basis (daily direct attendance taking in the Salesforce is strongly recommended); this requires a computer or any other device with internet access. Recipient staff will ensure that youth sign in with their given first and last name daily using the NAZA approved sign-in sheets to verify youth participation. The youth attendance reflected on the sign-in sheet/daily attendance log must match the attendance entered into the Salesforce platform.



For each NAZA -funded partner, the program director and all frontline staff working with youth are required to attend or complete several trainings. Please see below:

# Program Directors and Site Managers are required to attend the following:

- NAZA Essential Operations training
- Introduction to Positive Youth Development (PYD) training
- At least two trainings on the Growth Practices.
- Program Quality Basics (PQA Basics) either in person or online (online version is available at the partner's expense if missed scheduled training offered by NAZA)
- Any training required by MNPS for staff working in school buildings will be made available to NAZA partner staff.

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Note: Program Directors and Site Managers who have successfully completed PYD in the past are exempt from retaking. The NAZA Essential Operations training will be archived and accessible online, while Introduction to Positive Youth Development will be conducted multiple times annually. Returning Program Directors and Site Coordinators who have previously completed the PQA Basics or SEL PQA will only need to redo the training every 3 years. Choosing to take SEL PQA requires a prior completion of PQA Basics.

# Program Directors and Site Managers strongly recommended trainings:

- Advanced Positive Youth Development
- Salesforce Student Management Systems
- Strategies for Employee Retention and Recruitment
- Any additional trainings offered to NAZA-funded partners supporting high-quality
  programming, as well as the achievement of their Program Improvement Plan. Returning site
  staff are encouraged to attend additional trainings that will support the program's continued
  quality improvement.
- Attend at least three professional development opportunities, in addition to other require trainings, either in-person or online, from the following: Weikart online trainings, Exploring Data Training, NAZA's Learning Management System (LMS), or NAZA Learn, Engage, Develop (L.E.D.) Conference.

For each NAZA -funded partner, front-line and part-time staff working with youth are required to attend or complete several trainings. Please see the following for requirements:

# Front-line and Part-time staff are required to attend the following trainings:

- Essential Operations training (only topics labeled and related to front-line and part-time staff)
- Positive Youth Development (new staff and staff who have not completed this requirement).
- Two (2) trainings on the Growth Practices

# Front-line and Part-time staff strongly recommended trainings:

- Advanced Positive Youth Development
- Salesforce Student Management Systems
- Strategies for Employee Retention and Recruitment
- Any additional trainings offered to NAZA-funded partners supporting high-quality
  programming, as well as the achievement of their Program Improvement Plan. Returning site
  staff are encouraged to attend additional trainings that will support the program's continued
  quality improvement.
- Attend at least three professional development opportunities, in addition to other require trainings, either in-person or online, from the following: Weikart online trainings, Exploring Data Training, NAZA's Learning Management System (LMS), or NAZA Learn, Engage, Develop (L.E.D.) Conference.

# 13) <u>()</u> Evaluation Tools:

All program directors/managers and site coordinators of NAZA-funded programs will participate in the **Program Quality Improvement (PQI)** cycle. Self-assessments will be required for both fall and spring semesters. External assessments may be scheduled per need and availability of external assessors.

The **Youth Program Quality Improvement (YPQI)** cycle **is** comprised of the following quality improvement activities, offered at no cost to Partners:

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- a) A baseline self-assessment utilizing the Youth Program Quality Assessment (YPQA) or Social-Emotional Learning Program Quality Assessment (SEL PQA) tool. Program staff conduct pre-self-assessment of their program and enter results in YPQI's Scores Reporter.
- b) Developing and uploading a **Program improvement Plan** based on the results of all available YPQA or SELPQA assessment tools (i.e. self-assessments, external assessments, and Leading Indicator Survey results).
- c) A follow-up YPQA/SEL PQA self-assessment at the end of the school year, also entered into Scores Reporter, and planning for the following fall semester based on the results of this assessment.
- d) An external assessment will be conducted by assessors trained by Weikart Center every three years for returning partners unless otherwise requested. For new partners one external assessment will be conducted annually for the for the first three years.
- e) The two assessments are reviewed to develop an understanding of how well the program is performing with regard to NAZA Quality Standards.
- f) Additionally, NAZA-funded partners are required to administer YPQI's **Leading Indicators Survey, Youth** annually in the spring semester to youth enrolled at each site to capture youth experience with the program.
- g) NAZA-funded partners are required to administer YPQl's as **Leading Indicators Survey**, **Staff** annually in the spring semester to capture the experiences of staff with the program.
- h) NAZA-funded partners are also required to administer YPQI's Leading Indicators Survey, **Managers** annually in the spring semester to capture the experiences of administrators with the program.
- i) NAZA-funded partners are also required to provide access to YPQI's **Leading Indicators Survey, Family** annually in the spring semester to attempt to capture the experiences of parents and guardians of youth in the program.
- j) NAZA partners will have access to **students' school data** through the **data-sharing agreement** between NAZA/NPL and MNPS. Partners will be required to attend two trainings <u>as soon as they become available</u> on: 1) Responsible use of data, and 2) Understanding the academic data.
- k) Partners will be required to sign the **data-sharing sub-agreement** (to be attached to the contract) of this document and adhere to all requirements under that document so that they can have access to student data.
- 14) \_\_\_\_\_\_Youth Survey: Recipient is required to administer a one-time Leading Indicator Survey, Youth to enrolled youth at each site in the spring semester.
- 15) Staff Survey (Director/Manager and Frontline): Recipient is required to administer a one-time Leading Indicator Survey, Staff by program staff the spring semester.
- 16) Family Survey: Recipient is required to provide families access to a one-time Leading Indicator Survey, Family by program administrators the spring semester.
- 17) Compliance with MNPS Requirements: Programs offered at participating Metro schools will operate in full compliance with MNPS requirements, including covid-related procedures, liability

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insurance, criminal background checks, non-discrimination, ADA, and other related standard Metro requirements, confidentiality of student records per FERPA, operation as a non-profit, and transportation policies (as appropriate).

# **Operational Policies:**

Recipient will operate in full compliance with the following policies and maintain relevant documentation to verify compliance with the policies. Recipient agrees to:

- Maintain an active 501(c)(3) registration unless the applicant is a public entity.
- Maintain up-to-date certificates verifying the following insurance: commercial general liability, sexual/abuse/sexual harassment, automobile liability (if applicable) and professional liability insurance with limits not less than one million dollars each occurrence. The Recipient shall provide an updated certificate of insurance upon expiration of the current certificate.
- Nondiscrimination, which precludes Recipient from discriminating on the basis of race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability in admission, access to, or operation of programs, services, or activities. Note that Metro does not discriminate on the basis of race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability in admission to, access to, or operation of programs, services, or activities. Metro does not discriminate in hining or employment practices.
- Follow MNPS operating procedures on verification of criminal background checks on all program staff
  and volunteers. On school grounds, the MNPS criminal background check contractor shall be used for
  employees. As long as there is no break in service with the agency, staff will not be required to be
  fingerprinted yearly. If there is any break in service at all, or if they must go through a rehiring process,
  they are required to complete a background check including fingerprinting.
- Ensure that all educational records created, disclosed or maintained pursuant to the terms of this
  contract are confidential and shall be created, disclosed and maintained pursuant to the provisions of
  the Family Educational Rights and Privacy Act (20 U.S.C.A. s #1232g), its regulations and Board of
  Education policy.
- Appropriately spend Metro dollars, document the spending, and follow Metro guidelines for allowable
  costs. Recipient is responsible for properly documenting the spending under their contracts, organizing
  the documentation separately by year, and storing that documentation for three years for auditing
  purposes. The documents must be readily available for a Metro Audit.
- Meet NAZA's Minimum Quality Standards (see Annex 4) and maintain relevant documentation to verify compliance with the policies.
- Meet the 2024-2025 Performance Indicators specific to the Recipient (see Annex 6).
- Maintain accurate youth enrollment forms (Annex 7) and ensure that all youth have enrollment
  forms signed before they accept a youth into their program. Enrollment forms, as well as evidence
  to back up outputs and outcomes cited in narrative reports, must be maintained by the Recipient and
  stored for three years for auditing purposes. The documents must be readily available any time that the
  Metro requests them, including as part of an Audit.

Enrollment forms must be fully completed and accurate. Forms should include legitimate first and last names youth, their birthdates, student ID numbers, names of legal guardians and emergency contacts, and accurate addresses, phone numbers, e-mails and medical information (as needed) among other information pieces.

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In summary, the Recipient will commit to the following:

- 1. Delivering quality afterschool (and summer, if chosen) programming for the fall and spring semesters in locations identified in Annex 8, aligned with MNPS scheduling;
- Submitting daily attendance using the NAZA attendance tracking tool, keeping all data updated on a weekly basis, along with all supporting documentation. Ensure monthly attendance updates are in the system by the second working day of each month;
- 3. Serving at least 90 percent of the number of youth the Agency projected to serve for the 2024-2025 school year, reflecting ongoing youth recruitment activities, engaging programming, and strong communications with the school community; and
- 4. Full implementation of program quality requirements, including administration of the youth survey.

Violation or breach of this scope may result in <u>Corrective Action</u>. Continued violation could result in termination of the contract.

- A.2. The Recipient must spend these funds consistent with the Grant Budget, attached and incorporated herein as **Annex 3**. The Recipient must collect data to evaluate the effectiveness of their services and must provide those results to Metro upon request.
- A.3. The Recipient will only utilize these funds for services the Recipient provides to **documented residents of Davidson County**. Documentation of residency may be established with a recent utility bill; voter's registration card; driver's license or other government issued-ID; current record from a school showing address; affidavit by landlord; or affidavit by a nonprofit treatment, shelter, half-way house, or homeless assistance entity located within Davidson County. Recipient agrees that it will not use Metro funding for services to non-Davidson County residents.
- A.4. Additionally, the Recipient must collect data on the primary county of residence of the clients it serves and provide that data to Metro upon request.

# B. **GRANT CONTRACT TERM:**

- B.1. Grant Contract Term. The term of this Grant will be twelve (12) months, commencing on July 1, 2024 and ending on June 30, 2025. Metro will have no obligation for services rendered by the Recipient that are not performed within this term.
- B.2. Extendable Grants. This grant may be extended by 12 months, not exceed 60 months (with 12-month terms each time upon annual approval/availability of NAZA funds). To be considered for extension, Recipients must meet the following conditions:
  - NAZA funded-partner for 5 years with no contract disruption or corrective action plan within the past 12 months;
  - Exhibit low-risk on Metro Risk Assessment tool;
  - Present annual audit covering the past 12 months, as of May 1st of the current year;
  - Pass annual compliance checks;
  - · Meet performance indicators set in the contract.

Upon meeting all of the criteria above a grant contract extension may be offered annually through a contract amendment process.

# C. PAYMENT TERMS AND CONDITIONS:

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C.1. Maximum Liability. In no event will Metro's maximum liability under this Grant Contract exceed \$97,875 (25 slots for afterschool, 25 slots for summer). The Grant Budget will constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient's obligations hereunder. The Grant Budget line items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Recipient.

Subject to modification and amendments as provided in section D.2 of this agreement, this amount will constitute the Grant Amount and the entire compensation to be provided to the Recipient by Metro.

- C.2. Use of Funds. NAZA funds may be used for educational purposes only; organizations funded by NAZA must not promote religious practices nor proselytize during programming time. Such activities may be offered by funded partners outside of their NAZA-funded program time. However, MNPS transportation and other NAZA resources will not be available, and youth who do not wish to participate must not be penalized in any way.
- C.3 Payment Methodology. The Recipient will only be compensated for actual costs based upon the Grant Budget and reconciliation reports, not to exceed the maximum liability established in Section C.1.

Recipient can expect to receive three payments during the contracted year. Each payment will be received no later than 30 days from the invoice date of the finalized and NAZA approved statement,

First invoice may include up to 50% of the total awarded amount as an advance request to enable programs to procure necessary supplies for beneficiary youth and hire qualified staff to enable proper programming from the beginning of the year.

The first invoice will be processed after the contract is filed with Metro Clerk and within 30 days from the date of the finalized and approved invoice receipt by NAZA.

The second invoice of up to 40% of the total awarded amount will be processed based on the actual expenditures of the programs. The invoice must be submitted by January 15<sup>th</sup> along with the second scheduled expenditure report.

The third and final invoice of up to 10% of the total awarded amount will be processed upon the receipt of the Year-End narrative and expenditure report due July 10<sup>th</sup>. Any invoice not received by the deadline date will not be processed and all remaining grant funds will expire. This final payment will equal the total actual spending for the contract year and cannot exceed the approved awarded amount. No invoice for 2024-2025 school year will be processed after July 10, 2025.

All actually reported expenditures must have backup documentation filed at the recipient organization for Metro Audit.

If the contract is terminated earlier or any funds remain unspent based on the reports, the unspent amounts will be returned to Metro.

Recipient must send all invoices to:

Nashville After Zone Alliance 615 Church St, Nashville, TN 37219 or emailed to Teriz.Fahmy@nashville.gov

# C.4. Reporting

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**Expenditure Report.** All Recipients will submit quarterly expenditure reports. Report templates will be provided by NAZA.

All grantees must submit expenditure reports four times a year to reconcile grant receipts with grant revenues. NAZA will monitor fund recipients for compliance with reporting requirements. Failure to comply with the reporting requirements would constitute a violation of the grant contract. The expenditure reports format is shown on Annex 2 attached to this contract. The quarterly expenditure reports are due on the 15<sup>th</sup> of October, January, and April, with the final report due July 10, 2025.

Said report must be in form and substance acceptable to Metro and must be prepared by a Certified Public Accounting Firm or the Chief Financial Officer of the Recipient Organization.

# Program Report

All grantees must submit programmatic report once a year to explain how the grant has been used on behalf of the citizens of Davidson County. The report is due on July 10, 2025.

Failure to comply with the program reporting requirements would constitute a violation of the grant contract. NAZA will provide the template during the year.

- C.5. **Payment of Invoice.** The payment of any invoice by Metro will not prejudice Metro's right to object to the invoice or any other related matter. Any payment by Metro will neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs included therein.
- C.6. Unallowable Costs. The Recipient's invoice may be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by Metro, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs. Utilization of Metro funding for services to non-Davidson County residents is not allowed.
- C.7. Deductions. Metro reserves the right to adjust any amounts which are or become due and payable to the Recipient by Metro under this or any Contract by deducting any amounts which are or become due and payable to Metro by the Recipient under this or any Contract.
- C.8. **Travel Compensation.** Payment to the Recipient for travel, meals, or lodging is subject to amounts and limitations specified in Metro's Travel Regulations and subject to the Grant Budget.
- C.9. **Electronic Payment**. Metro requires as a condition of this contract that the Recipient have on file with Metro a completed and signed "ACH Form for Electronic Payment". If Recipient has not previously submitted the form to Metro or if Recipient's information has changed, Recipient will have thirty (30) days to complete, sign, and return the form. Thereafter, all payments to the Recipient, under this or any other contract the Recipient has with Metro, must be made electronically.

# D. STANDARD TERMS AND CONDITIONS:

- D.1 **Required Approvals.** Metro is not bound by this Grant Contract until it is approved by the appropriate Metro representatives as indicated on the signature page of this Grant.
- D.2. **Modification and Amendment.** This Grant Contract may be modified only by a written amendment that has been approved in accordance with all Metro procedures and by appropriate legislation of the Metropolitan Council.
- D.3. **Termination for Cause.** Metro shall have the right to terminate this Grant Contract immediately if Metro determines that Recipient, its employees or principals have engaged in conduct or violated

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any federal, state or local laws which affect the ability of Recipient to effectively provide services under this Grant Contract. Should the Recipient fail to properly perform its obligations under this Grant Contract or if the Recipient violates any terms of this Grant Contract, Metro will have the right to immediately terminate the Grant Contract and the Recipient must return to Metro any and all grant monies for services or programs under the grant not performed as of the termination date. The Recipient must also return to Metro any and all funds expended for purposes contrary to the terms of the Grant Contract. Such termination will not relieve the Recipient of any liability to Metro for damages sustained by virtue of any breach by the Recipient.

- D.4. **Termination—Notice.** Metro may terminate this Grant Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the Recipient. Metro shall give the Recipient at least thirty (30) days written notice before the effective termination date.
- D.5. Termination –Funding. This Grant Contract is subject to the appropriation and availability of local. State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, Metro shall have the right to terminate this Grant Contract immediately upon written notice to the Recipient. Upon receipt of the written notice, the Recipient shall cease all work associated with this Grant Contract on or before the effective termination date specified in the written notice. Should such an event occur, the Recipient shall be entitled to compensation for all satisfactory and authorized services completed as of the effective termination date. The Recipient shall be responsible for repayment of any funds already received in excess of satisfactory and authorized services completed as of the effective termination date.
- D.6. Subcontracting. The Recipient may not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of Metro. Notwithstanding any use of approved subcontractors, the Recipient will be considered the prime Recipient and will be responsible for all work performed.
- D.7. **Conflicts of Interest.** The Recipient warrants that no part of the total Grant Amount will be paid directly or indirectly to an employee or official of Metro as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Recipient in connection with any work completed or performed relative to this Grant Contract.
- D.8. Nondiscrimination. The Recipient hereby agrees, warrants, and assures that no person will be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Recipient on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification which is in violation of applicable laws. The Recipient must, upon request, show proof of such nondiscrimination and must post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.9. Records. The Recipient must maintain documentation for all charges to Metro under this Grant Contract. The books, records, and documents of the Recipient, insofar as they relate to work performed or money received under this Grant Contract, must be maintained for a period of three (3) full years from the date of the final payment or until the Recipient engages a licensed independent public accountant to perform an audit of its activities. The books, records, and documents of the Recipient insofar as they relate to work performed or money received under this Grant Contract are subject to audit at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. Records must be maintained in accordance with the standards outlined in the Non-Profit Grants Manual. The financial statements must be prepared in accordance with generally accepted accounting principles.
- D.10. Monitoring. The Recipient's activities conducted and records maintained pursuant to this Grant Contract are subject to monitoring and evaluation by The Metropolitan Office of Financial Accountability or Metro's duly appointed representatives. The Recipient must make all audit,

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accounting, or financial records, notes, and other documents pertinent to this grant available for review by the Metropolitan Office of Financial Accountability, Internal Audit or Metro's representatives, upon request, during normal working hours.

- D.11. Narrative Reporting. The Recipient must submit a <u>Year-End Program Report</u>, to be received by July 10th. Said report shall detail the outcome of the activities funded under this Grant Contract.
- D.12. **Financial Reporting.** The Recipient must submit quarterly expenditure report for the 2024-2025 programming year to reconcile grant receipts with grant revenues. Reports must be received no later than the 15<sup>th</sup> day of October, January, and April and July 10 of FY '25 (July 1, 2024 June 30, 2025).
- D.13. Strict Performance. Failure by Metro to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement is not a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract is considered to be waived, modified, or deleted except by a written amendment by the appropriate parties as indicated on the signature page of this Grant.
- D.14. **Insurance.** The Recipient agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all applicable taxes incident to this Grant Contract.

# D.14.1 Proof of Insurance

During the term of this Contract, for any and all awards, CONTRACTOR shall, at its sole expense, obtain and maintain in full force and effect for the duration of this Contract, including any extension, the types and amounts of insurance identified below by a checked box. Proof of insurance shall be required naming METRO as additional insured and identifying the Purchase Order on the Acord document.

# D.14.2 General Liability Insurance

In the amount of one million (\$1,000,000.00) dollars

#### D.14.3 Automobile Liability Insurance

In the amount of one million (\$1,000,000.00) dollars (if vendor will be making on-site deliveries)

#### D.14.4 Worker's Compensation Insurance

With statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand (\$100,000,00) dollars, as required by the laws of Tennessee (Not required for companies with fewer than five (5) employees).

# D.14.5 Sexual Molestation and Abuse Insurance

In the amount of one million (\$1,000,000.00) dollars.

# D.14.6 Such insurance shall:

Contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

For any claims related to this agreement, CONTRACTOR'S insurance coverage shall be primary insurance as respects METRO, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering METRO, its officials, officers, employees, and volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it.

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Automotive Liability Insurance including vehicles owned, hired, and non-owned. Said insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of CONTRACTOR.

Worker's Compensation (if applicable), CONTRACTOR shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance. CONTRACTOR shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by CONTRACTOR'S workers' compensation insurance coverage.

#### D.14.7

Prior to commencement of services, CONTRACTOR shall furnish METRO with original certificates and amendatory endorsements affecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to:

DEPARTMENT OF LAW
INSURANCE AND RISK MANAGEMENT
METROPOLITAN COURTHOUSE, SUITE 108
PO BOX 196300
NASHVILLE, TN 37219-6300

Provide certified copies of endorsements and policies if requested by METRO in lieu of or in addition to certificates of insurance.

Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services. Maintain such insurance from the time services commence until services are completed and attach the certificates of insurance in the METRO system. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by METRO as a material breach of contract.

Place such insurance with insurer licensed to business in Tennessee and having A.M. Best Company ratings of no less than A-. Modification of this standard may be considered upon appeal to the METRO Director of Risk Management Services.

Require all subcontractors to maintain during the term of the agreement Commercial General Liability insurance, Business Automobile Liability insurance, and Worker's Compensation/Employers Liability insurance (unless subcontractor's employees are covered by CONTRACTOR'S insurance) in the same manner as specified for CONTRACTOR, CONTRACTOR shall file subcontractor's certificates of insurance in METRO's system.

Any deductibles and/or self-insured retentions greater than \$10,000.00 must be disclosed to and approved by METRO prior to the commencement of services.

If the CONTRACTOR has or obtains primary or excess policy(ies), there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.

- D.15. Metro Liability. Metro will have no liability except as specifically provided in this Grant Contract.
- D.16. Independent Contractor. Nothing herein will in any way be construed or intended to create a partnership or joint venture between the Recipient and Metro or to create the relationship of

Grant contract between the Metropolitan Government of Nashville and Davidson County and AAOC Camps for Youth Davelopment, Contract #\_\_\_\_\_ July 1, 2024 – June 30, 2025

principal and agent between or among the Recipient and Metro. The Recipient must not hold itself out in a manner contrary to the terms of this paragraph. Metro will not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.

# D.17. Indemnification and Hold Harmless.

- (a) Recipient agrees to indemnify, defend, and hold harmless Metro, its officers, agents and employees from any claims, damages, penalties, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Recipient, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract, and any claims, damages, penalties, costs and attorney fees arising from any failure of Recipient, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- (b) Metro will not indemnify, defend or hold harmless in any fashion the Recipient from any claims, regardless of any language in any attachment or other document that the Recipient may provide.
- (c) Recipient will pay Metro any expenses incurred as a result of Recipient's failure to fulfill any obligation in a professional and timely manner under this Contract.
- (d) Recipient's duties under this section will survive the termination or expiration of the grant.
- D.18. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party. Except as provided in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a breach under this Grant Contract. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. Recipient will promptly notify Metro within forty-eight (48) hours of any delay caused by a Force Majeure Event and will describe in reasonable detail the nature of the Force Majeure Event.
- D.19. State, Local and Federal Compliance. The Recipient agrees to comply with all applicable federal, state and local laws and regulations in the performance of this Grant Contract. Metro shall have the right to terminate this Grant Contract at any time for failure of Recipient to comply with applicable federal, state or local laws in connection with the performance of services under this Grant Contract.
- D.20. Governing Law and Venue. The validity, construction and effect of this Grant Contract and any and all extensions and/or modifications thereof will be governed by and construed in accordance with the laws of the State of Tennessee. The venue for legal action concerning this Grant Contract will be in the courts of Davidson County, Tennessee.
- D.21. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.22. **Headings.** Section headings are for reference purposes only and will not be construed as part of this Grant Contract.
- D.23. Metro Interest in Equipment. The Recipient will take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided

Grant contract between the Metropolitan Government of Nashville and Davidson County and AADS Camps for Youth Development, Contract #\_\_\_\_\_ July 1, 2024 – June 30, 2025

under this Grant Contract, subject to Metro's equitable interest therein, to the extent of its *pro rata* share, based upon Metro's contribution to the purchase price. "Equipment" is defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$5,000.00.

The Recipient agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at any time during the term of the Grant Contract, the Recipient must request written approval from Metro for any proposed disposition of equipment purchased with Grant funds. All equipment must be disposed of in such a manner as parties may agree as appropriate and in accordance with any applicable federal, state or local laws or regulations.

- D.24. Assignment—Consent Required. The provisions of this contract will inure to the benefit of and will be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Recipient under this contract, neither this contract nor any of the rights and obligations of Recipient hereunder may be assigned or transferred in whole or in part without the prior written consent of Metro. Any such assignment or transfer will not release Recipient from its obligations hereunder. Notice of assignment of any rights to money due to Recipient under this Contract must be sent to the attention of the Metro Department of Finance.
- D,25. Gratuities and Kickbacks. It will be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparations of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It will be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from participation in Metropolitan Government contracts.
- D.26. Communications and Contacts. All instructions, notices, consents, demands, or other communications from the Recipient required or contemplated by this Grant Contract must be in writing and must be made by facsimile transmission, or by first class mail, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

# Metro

For contract-related matters: Nashville Public Library NAZA Communications Manager 615 Church Street Nashville, TN 37219 (615) 862-5894

For inquiries regarding invoices: Nashville Public Library NAZA Procurement Officer 615 Church Street Nashville, TN 37219 615-862-5800 ext. 73731

Recipient

Grant contract between the Metropolitan Government of Nashville and Davidson County and AAOC Camps for Youth Development, Contract #\_\_\_\_\_ July 1, 2024 – June 30, 2025

Caroline Davis, CEO
AAOC Camps for Youth Development
1326 Rosa L. Parks, Suite A
Nashville, TN 37208
615-289-2716

# D.27. Lobbying. The Recipient certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Recipient must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Recipient will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all subcontractors of federally appropriated funds shall certify and disclose accordingly.

# D.28. Certification Regarding Debarment and Convictions.

- Recipient certifies that Recipient, and its current and future principals:
  - are not presently debarred, suspended, or proposed for debarment from participation in any federal or state grant program;
  - have not within a three (3) year period preceding this Grant Contract been convicted of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) grant;
  - ii. have not within a three (3) year period preceding this Grant Contract been convicted of embezzlement, obstruction of justice, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
  - iii. are not presently indicted or otherwise criminally charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in sections D.25(a)(ii) and D.25(a)(iii) of this certification.
- b. Recipient shall provide immediate written notice to Metro if at any time Recipient learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals fall under any of the prohibitions of Section D.25(a).

Grant contract between the Metropolitan Government of Nashville and Davidson County and AAOC Camps for Youth Development, Contract #\_\_\_\_\_ July 1, 2024 – June 30, 2025

D.29 **Effective Date.** This contract will not be binding upon the parties until it has been signed first by the Recipient and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this contract will be effective as of the date first written above.

#### **Annexes**

The following annexes constitute part of this contract:

<u>Annex 5</u> – Partner Data-Sharing Sub-Agreement

Annex 2 – Expenditure Report Template Annex 6 – Performance Indicators

<u>Annex 3</u> – Budget <u>Annex 7</u> – Enrollment forms

Annex 4 – Minimum Standards for NAZA funding Annex 8 – Program site/s

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AAOC Camps for Youth Development, Contract #

RECIPIENT: AAOC Camps for Youth Development THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY: APPROVED AS TO AVAILABILITY OF FUNDS: By (Signature):( Kevin Crumbo/mjw
Director of Finance Authorized Officer Name: Title: Sworn to and subscribed to before me a Notary Public, this 21stday of May , 2024 Notary Public APPROVED AS TO RISK AND INSURANCE: Balogun Cobb
Director of Insurance APPROVED AS TO FORM AND LEGALITY: Matthew Garth Metropolitan Attorney FILED IN THE OFFICE OF THE CLERK: Metropolitan Clerk My Commission expires / NASHVILLE PUBLIC LIBRARY DocuSigned by: 5/29/2024 Terri luke -EE49BFDF9F034BF... **Interim Library Director** 

Grant contract between the Metropolitan Government of Nashville and Davidson County and

July 1, 2024 - June 30, 2025

	Metropolitan Government of Nach	ville and Davidson County/Nashville Public Library/ NAZ/	Δ		
		nds For FY 2025 Program			
ORGANIZATION NAME PROGRAM NAME	AAOC Camps for Youth Development E Program		1-Jul-24		
ADDRESS	1326 Rosa L. Parks Blvd., Ste A	END DATE:	30-Jun-25		
CITY, STATE & ZIP FEDERAL ID # (EIN)	Nashville, TN 37208 55-0856946		Caroline Davis (615) - 289-3148		
COST CATEGORIES	TOTAL BUDGET REQUEST			OTHER FUNDING Funding amount from other sources invested in serving the same number of slots requested from NAZA	Grantor name
After-School Programs		After-school program starts 09/03/2024   Per slot rate f	for afterschool is \$1,355		
Salaries and Wages Benefits and Taxes	20,580.00 1,660.00	Music teacher \$17 hr x 3 hrs=\$255 wkly x 28 wks =\$6300, Math teacher \$16hr x 3 hrs = \$240wkly x 28 wks = \$6720 & Literacy tutor-\$16hr x 3hrs = \$240 x 28 wks = \$6720.  Fica and social security benefits for 3 staff members.			
Total Personnel Expenses	22,240.00				
Office Supplies	4,175.00	(1) XL subscription, (1) microsoft subscription, paper products, file folders, pens, pencils, curriculumactivity sheets bo			
Communications Postage and Shipping	460.00	GoDaddy Website subscription & 2 emails for staff at \$100 per Estimated unit number and unit cost or % of total cost charge			
			-		
Occupancy Equipment Rental and Maintenance	0.00	September 2024 1 month rent at 2620 Clarksville Pike 3720 Estimated unit number and unit cost or % of total cost charg	ed to this grant		
Printing and Publications Travel/Conferences & Meetings		Estimated unit number and unit cost or % of total cost charg Milage, parking and other travel unit cost and unit number	ed to this grant		
Insurance Direct youth costs (learning supplies,		Unit cost or % of total cost charged to this grant			
learning software, programs, games, food, etc.) Transportation Field Trips	0.00	10 Lenovo android tablets at \$99.99 to use for IXL.  Daily rate, number of days separated by afterschool and sur Per youth average cost or cost per trip and estimated numb			
Professional Fees/Enhancement Other Non-Personnel	0.00	Any contracted services, including external enhancement pa CPA services.			
Indirect Cost	1,500.00	Pamers can choose to budget either separate line items abo of their total budget. The Indirect cost requests must be accu- that will be acceptable for NAZA in line with Metro Grants M	ompanied by agency's cost allocation plan		
Total Non-personnel	11,635.00	and will be decoptable for twice that more orange in	or rect.		
Afterschool sub-total	33,875.00				
Summer Programs		Summer program funded in this cycle is July 1-31,2024 summer to be calculated at \$8 an hour per slot. Maximu program is \$320 per week for partners programming 5 (	ım cost per youth slot for summer		
Salaries and Wages	30,600.00	Director salaried \$1080 x 8 wks = \$8640, Asst Site Dir-salar x 20 hrs wkly =340 x 8 wks=\$2720, Special Needs Teacher-Teacher-MOH class \$17 x35 hrs wkly-\$595 x 8 wks=\$4760 \$375 x 8 wks =2400.	\$17 x 30hrs- \$510 wkly x 8wks=\$4080,		
Benefits and Taxes	2,341.00	Fica and SS benefits-\$30600 x 7.65 rate.			
Total Personnel Expenses  Office Supplies	32,941.00 2,559.00	Printing summer literacy &Math curriculum. Tdpole Etiquette classes, journal books, pens pencils file folders, construction			
Communications	0.00	Estimated unit number and unit cost or % of total cost charg			
Postage and Shipping  Occupancy	9,000.00	Estimated unit number and unit cost or % of total cost charg 2 months rents June and July,2024 @ \$4500 monthly to Ad Plike.	dlon for property located 2620 Clarksville		
Equipment Rental and Maintenance Printing and Publications		Estimated unit number and unit cost or % of total cost charg Estimated unit number and unit cost or % of total cost charg			
Travel/Conferences & Meetings		Milage, parking and other travel unit cost and unit number	, 9		
Insurance	7,000.00	1/2 Progressive Commerical Auto Insurance and 1/2 Insurve Yearly total \$2000.	ent business general liability Insurance.		
Direct youth costs (learning supplies, learning software, programs, games, food, etc.)	1,000.00	Food that will be purchased for 2 out of state field trips 25st.	udents.		
Field Trips	6,000.00	Field trips to Atlanta,GA to the Civil RightsCenter and Field t Amusement Park.	trip to Kings Island, OH -Kings Island		
Professional Fees/Enhancement partners	1,500.00		m		
Other Non-Personnel	4,000.00	Contract 2 bus drivers for loal field trips in Nashville.\$500 we	eekly x 8 weeks		
Indirect Cost	0.00	Pamers can choose to budget either separate line items abo of their total budget. The Indirect cost requests must be accu that will be acceptable for NAZA in line with Metro Grants M	ompanied by agency's cost allocation plan		
Total Non-personnel Summer sub-total	31,059.00 64,000.00				
TOTAL	97,875.00	A			
RECIPIENT AUTHORIZED SIGNATURE:		Coultre & June			
TITLE DATE	CEO 5 / 21 / 2024				

NAZA Annex 8 - 2024-2025 Finalized Entries

Response ID: 17134

Submitted Date: 2024-05-20 15:05:51 Completion Time: 44 min. 10 sec.

Name of Organization

**AAOC Camps for Youth Development** 

Days of Week of Afterschool Program

5 days per week

Afterschool site plan

**Community Site** 

Are you conducting summer programming?

Yes

Afterschool Program Name

**AAOC Etiquette and Education Program** 

Name of Community Site Location

**AAOC Summer Camps** 

Address of Community Program Site

2620 Clarksville Pike

Target School for Community Site

**Robert Churchwell** 

Target School for Community Site

It Creswell

Target School for Community Site

**Purpose Prep** 

Target School for Community Site

**Hull Jackson** 

Target School for Community Site

**Head Middle School** 

Target School for Community Site

**Nashville Classical Charter School** 

Number of youths targeted for site

**25** 

3rd Party Van/Mini-bus needed?  $\mathbf{No}$ 

# Summer Program Name

# **AAOC Summer Charm Camps**

Name of Summer Site Location

# **AAOC Summer Charm Camps**

Summer Location address

# 2620 Clarksville Pike

Number of summer youth targeted for site (If applicable, include total for July 2024 & June 2025)

**25** 

Proposed months of Summer programming

# **Both**

Will the organization's July 2024 and June 2025 programming have different timeframes?

Weeks of Programming

8 weeks

Days per Week of Summer Program

5 days per week

Hours per Day

8 hours

Programming Time Frame

6:30-5:30

# **July 2024 Programming Timeframe**

Weeks of Programming

Days per Week of Summer Program

Hours per Day

Programming Time Frame

# June 2025 Programming Timeframe

Weeks of Programming

Days per Week of Summer Program

Hours per Day

Programming Time Frame

Grant contract between the Metropolitan Government of Nashville and Davidson County and Backfield in Motion, Inc., Contract #\_\_\_\_\_\_ July 1, 2024 – June 30, 2025

# GRANT CONTRACT BETWEEN THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY AND BACKFIELD IN MOTION, INC.

This Grant Contract issued and entered into by and between the Metropolitan Government of Nashville and Devidson County, Nashville Public Library ("Metro") on behalf of Nashville After Zone Alliance (NAZA), and Backfield In Motion, Inc., ("Recipient"), is for the provision of free and high-quality afterschool programs, as further defined in the "SCOPE OF PROGRAM". The Recipient's annual report and audit are incorporated herein by reference.

#### A. SCOPE OF PROGRAM:

# A.1. Schedule and Content

NAZA-funded programs will align with the Metro Schools calendar and be available to youth Monday through Thursday during the fall semester (September 3 to December 13, 2024) and spring semester (January 8 to May 9, 2025), on days when MNPS is in session. Programs should run at least for 28 weeks. NAZA-funded programs may choose to offer longer programs.

Please note that NAZA-funded programs will not begin before Labor Day due to unavailability of MNPS transportation.

NAZA-funded summer program with **Backfield in Motion, Inc.** will occur between July 1-31, 2024 and/or June 1-30, 2025. (not applicable to organizations not providing summer programming)

NAZA-funded activities should support youths' physical, social, emotional, cognitive and academic skills development, help them build purpose through learning, and have relevance to their real-tife experiences. Throughout the program day, staff should intentionally infuse opportunities for youth to read, write, speak, and listen as well as allocate time for community building and reflection. When possible, programs should consider encouraging youth to be part of activity design or leading to enable them practice leadership skills. Each day should begin with check-in and snack/meals (when in person). Additional activities may be offered by the NAZA funded pertner outside of this timeframe at the partner's expense, with no cost to youth and their families.

A typical program day should focus to creatively combine:

- School day supports (reading, homework, etc.)
- Enrichments (e.g. arts education; STEAM engineering challenges, service learning, etc.)
   reflecting youth voice and choice and have α learning focus, either provided by program staff or external enrichment partners.
- Focus on youth's skill building, in line with Nashville's Vision for Holistic Youth Development (curricula with activities will be available for each of the 12 skills).
- Other Experiences (e.g. physical activity, health and wellness, mental health, healthy eating
  activities, team games with rules, career exploration, field trips and other age-appropriate
  developmental activities.) that offer fun, support team and relationship building and foster holistic
  youth development.
- NAZA funds should not in any shape or form be releted to any religious content or affiliation.
   NAZA-funded programs should not proselytize during their regular programming time, nor should

Grant contract between the Metropolitan Government of Nashville and Davidson County and Backfield in Motion, Inc., Contract #\_\_\_\_\_ July 1, 2024 – June 30, 2026

youth be accepted or denied based on their religious affiliation or commitment to engaging in any type of religious activities before or after NAZA programming time.

 While we encourage using various learning software and educational games to enhance youth tearning, we strictly prohibit enabling access to any video games that include violence, shooting or other unwanted behaviors, especially those rated M for Mature, are of solely entertainment purposes during NAZA-funded time. Programming time should focus on young people's development.

Each after-school programming day should begin with check-in and a snack or meal. Additional activities may be offered by the funded partner outside of this timeframe at the partner's expense, with no cost to youth and their families.

Recipient must ask parents and youth (who are not participating in sports) to commit to attend regularly, on an on-going basis when program is in session, for both fall and spring semesters. Only youth who have returned a fully completed enrollment form may participate in NAZA-funded programs.

# Requirements for Programming

By initialing each item below, Recipient agrees to the following:

1. Supervision: Recipient commits to maintaining a staff; youth ratio not to exceed 1:15 at all times by astablishing and maintaining a mechanism for substitutions. Youth will be supervised at all times by program staff.

2. \_\_\_\_\_ School Relationships: Recipient will be actively involved in communicating and collaborating with schools to enhance youth learning. They will participate in planning meetings with school principals and staff, including Community Achieves staff to help meet school outcomes and to track youth progress. Program staff will also meet with principals and school staff when needed or possible to address strategies for program recruitment, retention, and attendance tracking.

Recipient will receive space approval from school administration for programming.

3. Recruitment and Family Engagement: Recipient is responsible for recruiting youth, leading program activities, and engaging in family outreach. Recipient will promote consistent participation/retention levels by contacting each family/youth before programming begins, whenever absences begin to develop a pattern, and to confirm an exit/withdrawal if appropriate. Recipient will serve at least 90% of the youth they projected to serve.

Youth with no afferschool options should be the first priority for enrollment in NAZA-funded programs. If spots are available, youth participating in school-sponsored athletics can choose to attend school athletics as a portion of their NAZA-funded program time if they can commit to partially (at least one hour per day) attend NAZA-funded programming and the program has more than one staff on site. Only students participating in at least one hour of programming can benefit from a snack/meal, learning time, and transportation home and counted towards the funded slots. Only youth who have returned a fully completed enrollment form, signed by parent/guardian, may participate.

4) <u>TC</u> Attendance: Recipient commits to maintain daily attendance, updating the NAZA attendance tracking tool (Salesforce) on a weekly basis (daily direct attendance taking in the Salesforce is strongly recommended); this requires a computer or any other device with internet access. Recipient staff will ensure that youth sign in with their given first and last name daily using the NAZA epproved sign-in sheets to verify youth participation. The youth attendance reflected on the sign-in sheet/daily attendance log must match the attendance entered into the Salesforce platform.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Backfield in Motion, Inc., Contract # July 1, 2024 – June 30, 2025
Monthly attendance must be accurately updated in the Salesforce by the 2nd working day of each following month so that NAZA can report the attendance numbers to the Mayor's office accurately.
5) 10 Meals/Snacks: Recipient is required to provide healthy, prepackaged snack or meal options to youth every day of programming.
6) Experiential Activities: Recipient is encouraged to engage external enrichment providers at least twice per semester to increase the diversity of appealing programming options for youth. Enrichment providers are individuals and organizations that offer enriching activities within the afterschool context. For example, they might include teaching artists, mentors, health educators, yoga and martial arts teachers, spoken word literacy teachers, or career exploration and life skills experts.
7) System-Wide Meetings & Events: Recipient is responsible for hosting at least 2 free, youth-led events during the 2024-2025 school year that 1) incorporate and highlight growth practices from Nashville's Vision for Holistic Youth Development and 2) that ere open to the public to attend during the year, such as a fall and/or spring showcase, an open house, a visual or performing arts piece, a poetry reading or spoken word event, etc.
8) TC Branding: Recipient agrees to recognize NAZA as a funder by, displaying NAZA signs in program spaces, indicating NAZA is a funder on their website and adding NAZA's logo on their website, supporting NAZA through social media outlets, etc.
9) Communication with NAZA: Recipient will respond to requests from NAZA in a timely manner and provide requested documentation by the associated deadline. All staff changes must be communicated to the NAZA Operations Manager within 24 hours. This includes staff leaving their positions staff no longer with the program must be removed from the Salesforce pletform by the NAZA Operations Manager in order to comply with FERPA guidelines.
Any program experiencing challenges either with the host school or program site that threatens the continuity/further existence of the program, must immediately report the situation to NAZA and seek support in resolving the situation. A decision to close e program/site must be reported to NAZA immediately with documented reasons.
10)Adding Staff to Data Management System: Program staff without Salesforce authorization, such as site assistance, coordinators, etc. should have a contact page and included in the staff listing of NAZA's Data Management System, Salesforce.
11) Partner Meetings: Key staff and program directors from each NAZA-funded program site are expected to participate in the NAZA learning community by attending Partner Meetings four times during the school year. Meeting dates will be shared before the start of the school year.
12)Professional Development:
For each NAZA -funded partner, the program director and all frontline staff working with youth are

Program Directors and Site Managers are required to attend the following:

- NAZA Essential Operations training
- Introduction to Positive Youth Development (PYD) training
- At least two trainings on the Growth Practices.

required to attend or complete several trainings. Please see below:

- Program Quality Basics (PQA Basics) either in person or online (online version is available at the partner's expense if missed scheduled training offered by NAZA)
- Any training required by MNPS for staff working in school buildings will be made eveilable to NAZA partner staff.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Backfield In Motion, Inc., Contract #\_\_\_\_\_\_ July 1, 2024 – June 30, 2025

<u>Note:</u> Program Directors and Site Managers who have successfully completed PYD in the past are exempt from retaking. The NAZA Essential Operations training will be archived and accessible online, while Introduction to Positive Youth Development will be conducted multiple times annually. Returning Program Directors and Site Coordinators who have previously completed the PQA Basics or SEL PQA will only need to redo the training every 3 years. Choosing to take SEL PQA requires a prior completion of PQA Basics.

# Program Directors and Site Managers strongly recommended trainings:

- Advanced Positive Youth Development
- Selesforce Student Management Systems
- Strategies for Employee Refertion and Recruitment
- Any additional trainings offered to NAZA-funded partners supporting high-quality
  programming, as well as the achievement of their Program Improvement Plan. Returning site
  staff are encouraged to attend additional trainings that will support the program's continued
  quality improvement.
- Attend at least three professional development opportunities, in addition to other require trainings, either in-person or online, from the following: Weikart online trainings, Exploring Data Training, NAZA's Learning Management System (LMS), or NAZA Learn, Engage, Develop (L E D.) Conference

For each NAZA -funded partner, front-line and part-time staff working with youth are required to attend or complete several trainings. Please see the following for requirements:

# Front-line and Part-time staff are required to attend the following trainings:

- Essential Operations training (only topics labeled and related to front-line and part-time staff)
- Positive Youth Development (new staff and staff who have not completed this requirement).
- Two (2) trainings on the Growth Practices

# Front-line and Part-time staff strongly recommended trainings:

- Advanced Positive Youth Development
- Salesforce Student Management Systems
- Strategies for Employee Retention and Recruitment
- Any additional trainings offered to NAZA-funded partners supporting high-quality
  programming, as well as the achievement of their Program Improvement Plan. Returning site
  staff are encouraged to attend additional trainings that will support the program's continued
  quality improvement.
- Attend at least three professional development opportunities, in addition to other require trainings, either in-person or online, from the following: Weikart online trainings, Exploring Data Training, NAZA's Learning Management System (LMS), or NAZA Learn, Engage, Develop (L.E.D.) Conference.

13) TC E	valuation	Tools:
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All program directors/managers and site coordinators of NAZA-funded programs will participate in the **Program Quality Improvement (PQI)** cycle. Self-assessments will be required for both fall and spring semesters. External assessments may be scheduled per need and availability of external assessors.

The Youth Program Quality Improvement (YPQI) cycle is comprised of the following quality improvement activities, offered at no cost to Partners:

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- a) A baseline self-assessment utilizing the Youth Program Quality Assessment (YPQA) or Social-Emotional Learning Program Quality Assessment (SEL PQA) tool. Program staff conduct pre-self-assessment of their program and enter results in YPQI's Scores Reporter.
- b) Developing and uploading a Program Improvement Plan based on the results of all available YPQA or SELPQA assessment tools (i.e. self-assessments, external assessments, and Leeding Indicator Survey results).
- c) A follow-up YPQA/SEL PQA self-assessment at the end of the school year, also entered into Scores Reporter, and planning for the following fall semester based on the results of this assessment.
- d) An external assessment will be conducted by assessors trained by Weikart Center every three years for returning partners unless otherwise requested. For new partners one external assessment will be conducted annually for the for the first three years.
- e) The two assessments are reviewed to develop an understanding of how well the program is performing with regard to NAZA Quality Standards.
- f) Additionally, NAZA-funded partners are required to administer YPQI's Leading Indicators Survey, Youth annually in the spring semester to youth enrolled at each site to capture youth experience with the program.
- g) NAZA-funded partners are required to administer YPQI's as Leading Indicators Survey, Staff annually in the spring semester to capture the experiences of staff with the program.
- h) NAZA-funded partners are also required to administer YPQI's **Leading Indicators Survey**, **Managers** ennually in the spring semester to capture the experiences of administrators with the program.
- i) NAZA-funded partners are also required to provide access to YPQi's Leading Indicators Survey, Family annually in the spring semester to attempt to capture the experiences of parents and guardians of youth in the program.
- j) NAZA partners will have access to students' school data through the data-sharing agreement between NAZA/NPL and MNPS. Partners will be required to attend two trainings <u>as soon as they become available</u> on: 1) Responsible use of data, and 2) Understanding the academic data.
- k) Partners will be required to sign the data-sharing sub-agreement (to be attached to the contract) of this document and adhere to all requirements under that document so that they can have access to student data.
- 14) \_\_\_\_\_ Youth Survey: Recipient is required to administer a one-time Leading Indicator Survey, Youth to enrolled youth at each site in the spring semester.
- 15) \_\_\_\_\_ Staff Survey (Director/Manager and Frontline): Recipient is required to administer a one-time Leading Indicator Survey, Staff by program staff the spring semester.
- 16) \_\_\_\_\_ Family Survey: Recipient is required to provide families access to a one-time Leading Indicator Survey, Family by program administrators the spring semester.
- 17) \_\_\_\_Compliance with MNPS Requirements: Programs offered at participeting Metro schools will operate in full compliance with MNPS requirements, including covid-related procedures, liability

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insurance, criminal background checks, non-discrimination, ADA, and other related standard Metro requirements, confidentiality of student records per FERPA, operation as a non-profit, and transportation policies (as appropriate).

#### Operational Policies:

Recipient will operate in full compliance with the following policies and maintain relevant documentation to verify compliance with the policies. Recipient agrees to:

- Maintain an active 501(c)(3) registration unless the applicant is a public entity.
- Maintain up-to-date certificates verifying the following insurance: commercial general liability, sexual/abuse/sexual harassment, automobile liability (if applicable) and professional liability insurance with limits not less than one million dollars each occurrence. The Recipient shall provide an updated certificate of insurance upon expiration of the current certificate.
- Nondiscrimination, which precludes Recipient from discriminating on the basis of race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability in admission, access to, or operation of programs, services, or activities. Note that Metro does not discriminate on the basis of race, religion, creed, gender, gender identity, sexual onentation, national origin, color, age, and/or disability in admission to, access to, or operation of programs, services, or activities. Metro does not discriminate in hiring or employment practices.
- Follow MNPS operating procedures on verification of criminal background checks on all program staff
  and volunteers. On school grounds, the MNPS criminal background check contractor shall be used for
  employees. As long as there is no break in service with the agency, staff will not be required to be
  fingerprinted yearly. If there is any break in service at all, or if they must go through a rehiring process,
  they are required to complete a background check including fingerprinting.
- Ensure that all educational records created, disclosed or maintained pursuant to the terms of this
  contract are confidential and shall be created, disclosed and maintained pursuant to the provisions of
  the Family Educational Rights and Privacy Act (20 U S C A is #1232g), its regulations and Board of
  Education policy.
- Appropriately spend Metro dollars, document the spending, and follow Metro guidelines for allowable
  costs. Recipient is responsible for properly documenting the spending under their contracts, organizing
  the documentation separately by year, and storing that documentation for three years for auditing
  purposes. The documents must be readily available for a Metro Audit
- Meet NAZA's Minimum Quality Standards (see Annex 4) and maintain relevant documentation to verify compliance with the policies.
- Meet the 2024-2025 Performance Indicators specific to the Recipient (see Annex 6).
- Maintain accurate youth enrollment forms (Annex 7) and ensure that all youth have enrollment
  forms signed before they accept a youth into their program. Enrollment forms, as well as evidence
  to back up outputs and outcomes cited in nerrative reports, must be maintained by the Recipient and
  stored for three years for auditing purposes. The documents must be readily available any time that the
  Metro requests them including as part of an Audit

Enrollment forms must be fully completed and accurate. Forms should include legitimate first and last names youth, their birthdates, student ID numbers, names of legal guardians and emergency contacts, and accurate addresses, phone numbers, e-mails and medical information (as needed) among other information pieces.

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In summary, the Recipient will commit to the following:

- 1. Delivering quality afterschool (and summer, if chosen) programming for the fall and spring semesters in locations identified in Annex 8, aligned with MNPS scheduling:
- Submitting daily attendance using the NAZA attendance tracking tool, keeping all data updated on a weekly basis, along with all supporting documentation. Ensure monthly attendance updates are in the system by the second working day of each month;
- Serving at least 90 percent of the number of youth the Agency projected to serve for the 2024-2025 school year, reflecting ongoing youth recruitment activities, engaging programming, and strong communications with the school community; and
- 4. Full implementation of program quality requirements, including administration of the youth survey.

Violation or breach of this scope may result in <u>Corrective Action</u>. Continued violation could result in termination of the contract.

- A.2. The Recipient must spend these funds consistent with the Grant Budget, attached and incorporated herein as Annex 3. The Recipient must collect data to evaluate the effectiveness of their services and must provide those results to Metro upon request.
- A.3. The Recipient will only utilize these funds for services the Recipient provides to documented residents of Davidson County. Documentation of residency may be established with a recent utility bill; voter's registration card; driver's license or other government issued-ID; current record from a school showing address; affidavit by landlord; or affidavit by a nonprofit treatment, shelter, half-way house, or homeless assistance entity located within Davidson County. Recipient agrees that it will not use Metro funding for services to non-Davidson County residents.
- A.4. Additionally, the Recipient must collect data on the primary county of residence of the clients it serves and provide that data to Metro upon request.

#### B. GRANT CONTRACT TERM:

- B.1. Grant Contract Term. The term of this Grant will be twelve (12) months, commencing on July 1, 2024 and ending on June 30, 2025. Metro will have no obligation for services rendered by the Recipient that are not performed within this term.
- B.2. Extendable Grants. This grant may be extended by 12 months, not exceed 60 months (with 12-month terms each time upon annual approval/availability of NAZA funds). To be considered for extension, Recipients must meet the following conditions:
  - NAZA funded-partner for 5 years with no contract disruption or corrective action plan within the
    past 12 months;
  - Exhibit low-risk on Metro Risk Assessment tool;
  - Present annual audit covering the past 12 months, as of May 1st of the current year;
  - Pass annual compliance checks;
  - Meet performance indicators set in the contract.

Upon meeting all of the criteria above a grant contract extension may be offered annually through a contract amendment process.

# C. PAYMENT TERMS AND CONDITIONS:

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C 1. Maximum Liability. In no event will Metro's maximum liability under this Grant Contract exceed \$485,990 (338 slots for afterschool, 25 slots for summer). The Grant Budget will constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient's obligations hereunder. The Grant Budget line items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Recipient.

Subject to modification and amendments as provided in section D.2 of this agreement, this amount will constitute the Grant Amount and the entire compensation to be provided to the Recipient by Metro.

- C.2. Use of Funds. NAZA funds may be used for educational purposes only; organizations funded by NAZA must not promote religious practices nor proselytize during programming time. Such activities may be offered by funded partners outside of their NAZA-funded program time. However, MNPS transportation and other NAZA resources will not be available, and youth who do not wish to participate must not be penalized in any way.
- C 3 Payment Methodology. The Recipient will only be compensated for actual costs based upon the Grant Budget and reconciliation reports, not to exceed the maximum liability established in Section C.1.

Recipient can expect to receive three payments during the contracted year. Each payment will be received no later than 30 days from the invoice date of the finalized and NAZA approved statement.

First invoice may include up to 50% of the total awarded amount as an advance request to enable programs to procure necessary supplies for beneficiery youth and hire qualified staff to enable proper programming from the beginning of the year.

The first invoice will be processed after the contract is filed with Metro Clerk and within 30 days from the date of the finalized and approved invoice receipt by NAZA.

The second invoice of up to 40% of the total awarded amount will be processed based on the actual expenditures of the programs. The invoice must be submitted by January 15th along with the second scheduled expenditure report.

The third and final invoice of up to 10% of the total awarded amount will be processed upon the receipt of the Year-End narrative and expenditure report due July 10<sup>th</sup>. Any invoice not received by the deadline date will not be processed and all remaining grant funds will expire. This final payment will equal the total actual spending for the contract year and cannot exceed the approved awarded amount. No invoice for 2024-2025 school year will be processed after July 10, 2025.

All actually reported expenditures must have backup documentation filed at the recipient organization for Metro Audit.

If the contract is terminated earlier or any funds remain unspent based on the reports, the unspent amounts will be returned to Metro.

Recipient must send all invoices to:

Nashville After Zone Alliance 615 Church St, Nashville, TN 37219 or emailed to Teriz.Fahmy@nashville.gov

# C.4. Reporting

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**Expenditure Report.** All Recipients will submit quarterly expenditure reports. Report templates will be provided by NAZA.

All grantees must submit expenditure reports four times a year to reconcile grant receipts with grant revenues. NAZA will monitor fund recipients for compliance with reporting requirements. Failure to comply with the reporting requirements would constitute a violation of the grant contract. The expenditure reports format is shown on Annex 2 attached to this contract. The quarterly expenditure reports are due on the 15th of October, January, and April, with the final report due July

Said report must be in form and substance acceptable to Metro and must be prepared by a Certified Public Accounting Firm or the Chief Financial Officer of the Recipient Organization.

#### Program Report

10, 2025.

All grantees must submit programmatic report once a year to explain how the grant has been used on behalf of the citizens of Davidson County. The report is due on July 10, 2025.

Failure to comply with the program reporting requirements would constitute a violation of the grant contract. NAZA will provide the template during the year.

- C.5 Payment of Invoice. The payment of any invoice by Metro will not prejudice Metro's right to object to the invoice or any other related matter. Any payment by Metro will neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs included therein.
- C 6 Unallowable Costs. The Recipient's invoice may be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by Metro, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs. Utilization of Metro funding for services to non-Davidson County residents is not allowed.
- C.7. Deductions. Metro reserves the right to adjust any amounts which are or become due and payable to the Recipient by Metro under this or any Contract by deducting any amounts which are or become due and payable to Metro by the Recipient under this or any Contract.
- C.8. **Travel Compensation.** Payment to the Recipient for travel, meals, or lodging is subject to amounts and limitations specified in Metro's Travel Regulations and subject to the Grant Budget.
- C.9. Electronic Payment. Metro requires as a condition of this contract that the Recipient have on file with Metro a completed and signed "ACH Form for Electronic Payment". If Recipient has not previously submitted the form to Metro or if Recipient's information has changed, Recipient will have thirty (30) days to complete, sign, and return the form. Thereafter, all payments to the Recipient, under this or any other contract the Recipient has with Metro, must be made electronically.

# D. STANDARD TERMS AND CONDITIONS:

- D.1. **Required Approvals.** Metro is not bound by this Grant Contract until it is approved by the appropriate Metro representatives as indicated on the signature page of this Grant.
- D.2. **Modification and Amendment.** This Grant Contract may be modified only by a written amendment that has been approved in accordance with all Metro procedures and by appropriate legislation of the Metropolitan Council.
- D.3. **Termination for Cause.** Metro shall have the right to terminate this Grant Contract immediately if Metro determines that Recipient, its employees or principals have engaged in conduct or violeted

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any federal, state or local laws which effect the ebility of Recipient to effectively provide services under this Grant Contract. Should the Recipient fail to properly perform its obligations under this Grant Contract or if the Recipient violates any terms of this Grant Contract, Metro will have the right to immediately terminate the Grant Contract and the Recipient must return to Metro any and all grant monies for services or programs under the grant not performed as of the termination date. The Recipient must also return to Metro any and all funds expended for purposes contrary to the terms of the Grant Contract. Such termination will not relieve the Recipient of any liability to Metro for damages sustained by virtue of any breach by the Recipient.

- D.4. **Termination**—Notice. Metro may terminate this Grant Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the Recipient. Metro shall give the Recipient at least thirty (30) days written notice before the effective termination date.
- D.5. Termination –Funding. This Grant Contract is subject to the appropriation and availability of local, State and/or Federal funds. In the event that the funds are not appropriated or ere otherwise unavailable, Metro shall have the right to terminate this Grant Contract immediately upon written notice to the Recipient. Upon receipt of the written notice, the Recipient shall cease all work associated with this Grant Contract on or before the effective termination date specified in the written notice. Should such an event occur, the Recipient shall be entitled to compensation for all satisfactory and authorized services completed as of the effective termination date. The Recipient shall be responsible for repayment of any funds already received in excess of satisfactory and authorized services completed as of the effective termination date.
- D.6. Subcontracting. The Recipient may not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of Metro. Notwithstanding any use of approved subcontractors, the Recipient will be considered the prime Recipient and will be responsible for all work performed.
- D.7. Conflicts of Interest. The Recipient warrants that no part of the total Grant Amount will be paid directly or indirectly to an employee or official of Metro as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Recipient in connaction with any work completed or performed relative to this Grant Contract.
- D.8. Nondiscrimination. The Recipient hereby agrees, warrants, and assures that no person will be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Recipient on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification which is in violation of applicable laws. The Recipient must, upon request, show proof of such nondiscrimination and must post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.9. Records. The Recipient must meintain documentation for all charges to Metro under this Grant Contract. The books, records, and documents of the Recipient, insofar as they relate to work performed or money received under this Grant Contract, must be maintained for a period of three (3) full years from the date of the final payment or until the Recipient engages a licensed independent public accountant to perform an audit of its activities. The books, records, and documents of the Recipient insofar as they relate to work performed or money received under this Grant Contract are subject to audit at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. Records must be maintained in accordance with the stendards outlined in the Non-Profit Grants Manual. The financial statements must be prepared in accordance with generally accepted accounting principles.
- D.10. Monitoring. The Recipient's activities conducted and records maintained pursuant to this Grant Contract are subject to monitoring and evaluation by The Metropolitan Office of Financial Accountability or Metro's duly appointed representatives. The Recipient must make all audit,

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accounting, or financial records, notes, and other documents pertinent to this grant available for review by the Metropolitan Office of Financial Accountability, Internal Audit or Metro's representatives, upon request, during normal working hours.

- D.11. Narrative Reporting. The Recipient must submit a <u>Year-End Program Report</u>, to be received by July 10th, Said report shall detail the outcome of the activities funded under this Grant Contract.
- D.12. Financial Reporting. The Recipient must submit quarterly expenditure report for the 2024-2025 programming year to reconcile grant receipts with grant revenues. Reports must be received no later than the 15<sup>th</sup> day of October, January, and April and July 10 of FY '25 (July 1, 2024 June 30, 2025).
- D.13. Strict Performance. Failure by Metro to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement is not a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract is considered to be waived, modified, or deleted except by a written amendment by the appropriate parties as indicated on the signature page of this Grant.
- D.14. Insurance. The Recipient agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all applicable taxes incident to this Grant Contract.

# D.14.1 Proof of Insurance

During the term of this Contract, for any and all awards, CONTRACTOR shall, at its sole expense, obtain and maintain in full force and effect for the duration of this Contract, including any extension, the types and amounts of insurance identified below by a checked box. Proof of insurance shall be required naming METRO as additional insured and identifying the Purchase Order on the Acord document.

#### D.14.2 General Liability Insurance

In the amount of one million (\$1,000,000.00) dollars

# D.14.3 Automobile Liability Insurance

In the amount of one million (\$1,000,000.00) dollars (if vendor will be making on-site deliveries)

# D.14.4 Worker's Compensation Insurance

With statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand (\$100,000.00) dollars, as required by the laws of Tennessee (Not required for companies with fewer than five (5) employees).

# D.14.5 Sexual Molestation and Abuse Insurance

In the amount of one million (\$1,000,000.00) dollars.

# D.14.6 Such insurance shall:

Contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its profection afforded to the above-listed insureds.

For any claims related to this agreement, CONTRACTOR'S insurance coverage shall be primary insurance as respects METRO, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering METRO, its officials, officers, employees, and volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it.

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Automotive Liebility Insurance including vehicles owned, hired, and non-owned. Said insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of CONTRACTOR.

Worker's Compensation (if applicable), CONTRACTOR shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance. CONTRACTOR shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by CONTRACTOR'S workers' compensation insurance coverage.

#### D.14.7

Prior to commencement of services, CONTRACTOR shall furnish METRO with original certificates and amendatory endorsements affecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to:

DEPARTMENT OF LAW INSURANCE AND RISK MANAGEMENT METROPOLITAN COURTHOUSE, SUITE 108 PO BOX 196300 NASHVILLE, TN 37219-6300

Provide certified copies of endorsements and policies if requested by METRO in lieu of or in addition to certificates of insurance

Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services. Maintain such insurance from the time services commence until services are completed and attach the certificates of insurance in the METRO system. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by METRO as a material breach of contract

Place such insurance with insurer licensed to business in Tennessee and having A.M. Best Company ratings of no less than A- Modification of this standard may be considered upon eppeal to the METRO Director of Risk Management Services.

Require all subcontractors to maintain during the term of the agreement Commercial General Liability insurance, Business Automobile Liability insurance, and Worker's Compensation/Employers Liability insurance (unless subcontractor's employees are covered by CONTRACTOR'S insurance) in the same manner as specified for CONTRACTOR. CONTRACTOR shall file subcontractor's certificates of insurance in METRO's system

Any deductibles and/or self-insured retentions greater than \$10,000.00 must be disclosed to and approved by METRO prior to the commencement of services.

If the CONTRACTOR has or obtains primary or excess policy(ies), there shall be no gep between the limits of the primary policy and the deductible features of the excess policies

- D 15. Metro Liability. Metro will have no liability except as specifically provided in this Grant Contract.
- D.16. Independent Contractor. Nothing herein will in any way be construed or intended to create a partnership or joint venture between the Recipient and Metro or to create the relationship of

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principal and agent between or among the Recipient and Metro. The Recipient must not hold itself out in a manner contrary to the terms of this paragraph. Metro will not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.

#### D.17. Indemnification and Hold Harmless.

- (a) Recipient agrees to indemnify, defend, and hold harmless Metro, its officers, agents and employees from any claims, damages, penalties, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Recipient, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract, and any claims, damages, penalties, costs and attorney fees arising from any failure of Recipient, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- (b) Metro will not indemnify, defend or hold harmless in any fashion the Recipient from any claims, regardless of any language in any attachment or other document that the Recipient may provide.
- (c) Recipient will pay Metro any expenses incurred as a result of Recipient's failure to fulfill any obligation in a professional and timely manner under this Contract.
- (d) Recipient's duties under this section will survive the termination or expiration of the grant.
- D.18. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party. Except as provided in this Section, any failure or delay by a party in the performance of its obtigations under this Grant Contract arising from a Force Majeure Event is not a breach under this Grant Contract. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. Recipient will promptly notify Metro within forty-eight (48) hours of any delay caused by a Force Majeure Event and will describe in reasonable detail the nature of the Force Majeure Event.
- D.19. State, Local and Faderal Compliance. The Recipient agrees to comply with all applicable federal, state and local laws and regulations in the performance of this Grant Contract. Metro shall have the right to terminate this Grant Contract at any time for failure of Recipient to comply with applicable federal, state or local laws in connection with the performance of services under this Grant Contract.
- D.20. Governing Law and Venue. The validity, construction and effect of this Grant Contract and any and all extensions and/or modifications thereof will be governed by and construed in accordance with the laws of the State of Tennessee. The venue for tegal action concerning this Grant Contract will be in the courts of Davidson County, Tennessee.
- D.21. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.22. Headings. Section headings are for reference purposes only and will not be construed as part of this Grant Contract.
- D.23. Metro Interest in Equipment. The Recipient will take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided

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under this Grant Contract, subject to Metro's equitable interest therein, to the extent of its *pro rata* share, based upon Metro's contribution to the purchase price. "Equipment" is defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$5,000,00.

The Recipient agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at any time during the term of the Grant Contract, the Recipient must request written approval from Metro for any proposed disposition of equipment purchased with Grant funds. All equipment must be disposed of in such a manner as parties may agree as appropriate and in accordance with any applicable federal, state or local laws or regulations.

- D.24. Assignment—Consent Required. The provisions of this contract will inure to the benefit of and will be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Recipient under this contract, neither this contract nor any of the rights and obligations of Recipient hereunder may be assigned or transferred in whole or in part without the prior written consent of Metro. Any such assignment or transfer will not release Recipient from its obligations hereunder. Notice of assignment of any rights to money due to Recipient under this Contract must be sent to the attention of the Metro Department of Finance.
- D.25. Gratuities and Kickbacks. It will be a breach of ethical standards for any parson to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparations of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It will be a breach of ethical standards for any payment, gratuity or offer of amployment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from participation in Metropolitan Govamment contracts.
- D.26 Communications and Contacts. All instructions, notices, consents, demands, or other communications from the Recipient required or contemplated by this Grant Contract must be in writing and must be made by facsimile transmission, or by first class mail, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notica.

#### Metro

For contract-related matters: Nashville Public Library NAZA Communications Manager 615 Church Street Nashville, TN 37219 (615) 862-5894 For inquiries regarding invoices: Nashville Public Library NAZA Procurement Officer 615 Church Street Nashvilla, TN 37219 615-862-5800 ext. 73731

Recipient

Grant contract between the Metropolitan Government of Nashville and Davidson County and Backfield In Motion, Inc., Contract # July 1, 2024 – June 30, 2025

Todd Campbell, Chief Executive Officer Backfield In Motion, Inc. 920 Woodland Street Nashville, Tn. 37206 615-227-9935

# D 27 Lobbying. The Recipient certifies to the best of its knowledge and belief, that

- a No federally appropriated funds have been paid or will be paid by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant the making of any federal loan, and entening into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Recipient must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- The Recipient will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all subcontractors of federally appropriated funds shall certify and disclose accordingly

# D.28. Certification Regarding Debarment and Convictions.

- Recipient certifies that Recipient, and its current and future principals;
  - are not presently debarred suspended, or proposed for debarment from participation in any federal or state grant program,
  - have not within a three (3) year period preceding this Grant Contract been convicted of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) grant.
  - have not within a three (3) year period preceding this Grant Contract been convicted of embezzlement, obstruction of justice, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
  - iii are not presently indicted or otherwise commonally charged by a government entity (federal state, or local) with commission of any of the offenses detailed in sections D.25(a)(ii) and D 25(a)(iii) of this certification.
- b. Recipient shall provide immediate written notice to Metro if at any time Recipient learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals fall under any of the prohibitions of Section D.25(a)

Grant contract between the Metropolitan Government of Nashville and Davidson County and Backfield In Motion, Inc., Contract #\_\_\_\_\_ July 1, 2024 – June 30, 2025

D 29. **Effective Date.** This contract will not be binding upon the parties until it has been signed first by the Recipient and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this contract will be effective as of the date first written above.

#### **Annexes**

The following annexes constitute part of this contract.

Annex 1 – Metro Invoice Template Annex 5 – Partner Data-Sharing Sub-Agreement

<u>Annex 2</u> - Expenditure Report Template <u>Annex 6</u> - Performance Indicators

<u>Annex 3</u> – Budget <u>Annex 7</u> – Enrollment forms

Annex 4 - Minimum Standards for NAZA funding Annex 8 - Program site/s

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Grant contract between the Metropolitan Gover Backfield In Motion, Inc., Contract #	nment of Nashville and Davidson County and July 1, 2024 – June 30, 2025
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:	RECIPIENT: Backfield In Motion, Inc.
APPROVED AS TO AVAILABILITY OF FUNDS:	By (Signature): 000 Estim
Kevin Crumbo/mjw  Director of Finance	Authorized Officer Name: Title: @E0
	Sworn to and subscribed to before me a Notary Public this (\$60) y of 20 , 2024
APPROVED AS TO RISK AND INSURANCE;	Notary Public
Balogun Cobb Director of Insurance	TENNESSEE NOTARY PUBLIC COMMISSION COMMISSIO
APPROVED AS TO FORM AND LEGALITY:  Matthew Garth  Metropolitan Attorney	PUBLIC A STORY OF THE STORY OF
Metropolitan Attorney	
FILED IN THE OFFICE OF THE CLERK:	
Metropolitan Clerk	021001000
NASHVILLE PUBLIC LIBRARY	My Commission expires 03 09 2027 -
DocuSigned by:  1 in the 5/29/2024	
Interim Library Director	_

DocuSign Envelope ID: 88F39357-15EE-483B-B598-671AD246E568

ivietropol	Metropolitan Government of Nashville and Davidson County/Nashville Public Library/ NAZA							
Metropolitan Government of Nashville and Davidson County/Nashville Public Library/ NAZA Funds For FY 2025 Program								
ORGANIZATION NAME PROGRAM NAME	Backfield in Motion, Inc. Backfield in Motion	CONTRACT # (Office Use): START DATE: 7/	11/2024					
ADDRESS	920 Woodland St.		/30/2025					
CITY, STATE & ZIP	Nashville, TN 37206	CONTACT PERSON M	licah Kimble Sr.					
FEDERAL ID # (EIN)  COST CATEGORIES	62-1826603  TOTAL BUDGET REQUEST	CONTACT TELEPHONE (615) 227 - 9935  BUDGET EXPLANATION/DETAILS		OTHER FUNDING Funding amount from other sources invested in serving the same number of slots requested from NAZA	Grantor name			
After-School Programs		After-school program starts 09/03/2024   Per slot rate for	r afterschool is \$1,355					
Salaries and Wages		9 Programming Teachers Total (\$25 an hour x 3 hours a day x 113 Days)= \$76,275; 17 Academic Teachers total (\$25 an hour x 2 hours a day x 113 Days)= \$80,600; 5 Site Coordinators Total (\$17 an hour x 3 hours a day x 113 Days)= \$61,020; 2 FT Senior Coordinators Total (\$17 an hour x 3 hours a day x 113 Days)= \$61,020; 2 FT Senior Coordinators (create and impliment lesson plans and monitor multiple locations) Salaried (\$45,000 a year each) for 70% of programs (70% of toal salary)= \$63,000; Chief Operating Officer 30% of salary allocated= \$25,500.00; Chief Academic Officer 30% of salary allocated= \$27,000.00						
Benefits and Taxes  Total Personnel Expenses		Payroll taxes calculated at 18%						
Office Supplies	<b>445,639.00</b>	Estimated unit number and unit cost or % of total cost charged	to this grant					
Communications	0.00	Estimated unit number and unit cost or % of total cost charged	to this grant					
Postage and Shipping Occupancy	0.00	Estimated unit number and unit cost or % of total cost charged						
Equipment Rental and	0.00	Estimated unit number and unit cost or % of total cost charged	z to tino grant					
Maintenance	0.00	Estimated unit number and unit cost or % of total cost charged						
Printing and Publications Travel/Conferences & Meetings		Estimated unit number and unit cost or % of total cost charged Milage, parking and other travel unit cost and unit number	a to this grant					
Insurance		Unit cost or % of total cost charged to this grant						
Direct youth costs (learning supplies, learning software, programs, games, food, etc.) Transportation	9,351.00	\$27.67 per student- for books, learning blade registration, and Daily rate, number of days separated by afterschool and sumn						
Field Trips	3,000.00	\$8.88 per student for field trip cost	ner (ii applicable)					
Professional Fees/Ennancement		·						
partners	0.00	Any contracted services, including external enhancement partners	ners- cost per contract or per hour/class					
Other Non-Personnel	0.00	Anything else that is part of programming cost but is not listed						
Indirect Cost	0.00	Parners can choose to budget either separate line items above or request an indirect cost of up to 20% of their total budget. The Indirect cost requests must be accompanied by agency's cost allocation plan that will be acceptable for NAZA in line with Metro Grants Manual.						
Total Non-personnel Afterschool sub-total	12,351.00 457,990.00							
Antor Solidor Sub-total	431,330.00							
Summer Programs		Summer program funded in this cycle is July 1-31,2024 and June 1- 30, 2025   Per slot rate for summer to be calculated at \$8 an hour per slot. Maximum cost per youth slot for summer program is \$320 per week for partners programming 5 days per week for 8 hours per day.						
		5 teachers at \$30 an hour x 7 hours a day x 18 days = \$32,832; 1 teacher at \$25 an hour x 8 hours a day x 19 days=\$3,800; 2 Youth Coordinators at \$17 an hour x hours a day x 19 days = \$5,168						
Salaries and Wages	18,900.00							
Salaries and Wages  Benefits and Taxes								
Benefits and Taxes	2,800.00	days= \$3,800; 2 Youth Coordinators at \$17 an hour x hours a						
Benefits and Taxes  Total Personnel Expenses	2,800.00 <b>21,700.00</b>	days= \$3,800; 2 Youth Coordinators at \$17 an hour x hours a of Payroll taxes calculated @ 15%	day x 19 days = \$5,168					
Benefits and Taxes  Total Personnel Expenses  Office Supplies	2,800.00 <b>21,700.00</b> 0.00	days= \$3,800; 2 Youth Coordinators at \$17 an hour x hours a of Payroll taxes calculated @15%  Estimated unit number and unit cost or % of total cost charged	day x 19 days = \$5,168					
Benefits and Taxes  Total Personnel Expenses  Office Supplies Communications Postage and Shipping	2,800.00 21,700.00 0.00 0.00 0.00	days= \$3,800; 2 Youth Coordinators at \$17 an hour x hours a of Payroll taxes calculated @ 15%  Estimated unit number and unit cost or % of total cost charged Estimated unit number and unit cost or % of total cost charged Estimated unit number and unit cost or % of total cost charged	day x 19 days = \$5,168  I to this grant I to this grant I to this grant I to this grant					
Benefits and Taxes  Total Personnel Expenses  Office Supplies Communications Postage and Shipping Occupancy	2,800.00 21,700.00 0.00 0.00	days= \$3,800; 2 Youth Coordinators at \$17 an hour x hours a of Payroll taxes calculated @15%  Estimated unit number and unit cost or % of total cost charged Estimated unit number and unit cost or % of total cost charged	day x 19 days = \$5,168  I to this grant I to this grant I to this grant I to this grant					
Benefits and Taxes  Total Personnel Expenses  Office Supplies Communications Postage and Shipping	2,800.00 21,700.00 0.00 0.00 0.00 0.00 0.00	days= \$3,800; 2 Youth Coordinators at \$17 an hour x hours a of Payroll taxes calculated @ 15%  Estimated unit number and unit cost or % of total cost charged Estimated unit number and unit cost or % of total cost charged Estimated unit number and unit cost or % of total cost charged	day x 19 days = \$5,168  I to this grant I to this grant I to this grant I to this grant					
Benefits and Taxes  Total Personnel Expenses  Office Supplies Communications Postage and Shipping Occupancy Equipment Rental and Maintenance Printing and Publications	2,800.00 21,700.00 0.00 0.00 0.00 0.00 0.00 0.00	days= \$3,800; 2 Youth Coordinators at \$17 an hour x hours a of Payroll taxes calculated @15%  Estimated unit number and unit cost or % of total cost charged Estimated unit number and unit cost or % of total cost charged Estimated unit number and unit cost or % of total cost charged Estimated unit number and unit cost or % of total cost charged Estimated unit number and unit cost or % of total cost charged Estimated unit number and unit cost or % of total cost charged Estimated unit number and unit cost or % of total cost charged Estimated unit number and unit cost or % of total cost charged Estimated unit number and unit cost or % of total cost charged	day x 19 days = \$5,168  I to this grant					
Benefits and Taxes  Total Personnel Expenses  Office Supplies Communications Postage and Shipping Occupancy Equipment Rental and Maintenance Printing and Publications Travel/Conferences & Meetings	2,800.00 21,700.00 0.00 0.00 0.00 0.00 0.00 0.00 0.	days= \$3,800; 2 Youth Coordinators at \$17 an hour x hours a of Payroll taxes calculated @15%  Estimated unit number and unit cost or % of total cost charged Estimated unit number and unit cost or % of total cost charged Estimated unit number and unit cost or % of total cost charged Estimated unit number and unit cost or % of total cost charged Estimated unit number and unit cost or % of total cost charged Estimated unit number and unit cost or % of total cost charged Estimated unit number and unit cost or % of total cost charged Milage, parking and other travel unit cost and unit number	day x 19 days = \$5,168  I to this grant					
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Benefits and Taxes  Total Personnel Expenses  Office Supplies  Communications Postage and Shipping  Occupancy  Equipment Rental and Maintenance Printing and Publications  Travel/Conferences & Meetings  Insurance	2,800.00 21,700.00 0.00 0.00 0.00 0.00 0.00 0.00 0.	days= \$3,800; 2 Youth Coordinators at \$17 an hour x hours a of Payroll taxes calculated @15%  Estimated unit number and unit cost or % of total cost charged Estimated unit number and unit cost or % of total cost charged Estimated unit number and unit cost or % of total cost charged Estimated unit number and unit cost or % of total cost charged Estimated unit number and unit cost or % of total cost charged Estimated unit number and unit cost or % of total cost charged Estimated unit number and unit cost or % of total cost charged Milage, parking and other travel unit cost and unit number	day x 19 days = \$5,168  I to this grant					
Benefits and Taxes  Total Personnel Expenses  Office Supplies Communications Postage and Shipping Occupancy Equipment Rental and Maintenance Printing and Publications Travel/Conferences & Meetings Insurance Direct youth costs (learning supplies, learning software, programs, games, food, etc.)  Field Trips	2,800.00 21,700.00 0.00 0.00 0.00 0.00 0.00 0.00 0.	days= \$3,800; 2 Youth Coordinators at \$17 an hour x hours a of Payroll taxes calculated @15%  Estimated unit number and unit cost or % of total cost charged Estimated unit number and unit cost or % of total cost charged Estimated unit number and unit cost or % of total cost charged Estimated unit number and unit cost or % of total cost charged Estimated unit number and unit cost or % of total cost charged Estimated unit number and unit cost or % of total cost charged Estimated unit number and unit cost or % of total cost charged Milage, parking and other travel unit cost and unit number Unit cost or % of total cost charged to this grant	day x 19 days = \$5,168  I to this grant					
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Benefits and Taxes  Total Personnel Expenses  Office Supplies Communications Postage and Shipping Occupancy Equipment Rental and Maintenance Printing and Publications Travel/Conferences & Meetings Insurance  Direct youth costs (learning supplies, learning software, programs, games, food, etc.) Field Trips Professional Fees/Enhancement partners Other Non-Personnel	2,800.00 21,700.00 0.00 0.00 0.00 0.00 0.00 0.00 0.	days= \$3,800; 2 Youth Coordinators at \$17 an hour x hours a of Payroll taxes calculated @15%  Estimated unit number and unit cost or % of total cost charged Estimated unit number and unit cost or % of total cost charged Estimated unit number and unit cost or % of total cost charged Estimated unit number and unit cost or % of total cost charged Estimated unit number and unit cost or % of total cost charged Estimated unit number and unit cost or % of total cost charged Estimated unit number and unit cost or % of total cost charged Estimated unit number and unit cost or % of total cost charged Milage, parking and other travel unit cost and unit number  Unit cost or % of total cost charged to this grant  \$92 Per youth-for books, learning blade registration, and other \$160 per student	day x 19 days = \$5,168  If to this grant					
Benefits and Taxes  Total Personnel Expenses  Office Supplies Communications Postage and Shipping Occupancy Equipment Rental and Maintenance Printing and Publications Travel/Conferences & Meetings Insurance  Direct youth costs (learning supplies, learning software, programs, games, food, etc.) Field Trips Professional Fees/Enhancement partners Other Non-Personnel	2,800.00 21,700.00 0.00 0.00 0.00 0.00 0.00 0.00 0.	days= \$3,800; 2 Youth Coordinators at \$17 an hour x hours a comparison of the coordinators at \$17 an hour x hours at the coordinators at \$17 an hour x hours at the coordinators at \$17 an hour x hours at \$18 and \$18	day x 19 days = \$5,168  If to this grant					
Benefits and Taxes  Total Personnel Expenses  Office Supplies Communications Postage and Shipping Occupancy Equipment Rental and Maintenance Printing and Publications Travel/Conferences & Meetings Insurance Direct youth costs (learning supplies, learning software, programs, games, food, etc.) Field Trips Professional Fees/Enhancement partners Other Non-Personnel	2,800.00 21,700.00 0.00 0.00 0.00 0.00 0.00 0.00 0.	days= \$3,800; 2 Youth Coordinators at \$17 an hour x hours a comparison of the coordinators at \$17 an hour x hours at the coordinators at \$17 an hour x hours at the coordinators at \$17 an hour x hours at \$18 and \$18	day x 19 days = \$5,168  If to this grant					
Benefits and Taxes  Total Personnel Expenses  Office Supplies Communications Postage and Shipping Occupancy Equipment Rental and Maintenance Printing and Publications Travel/Conferences & Meetings Insurance Direct youth costs (learning supplies, learning software, programs, games, food, etc.) Field Trips Professional Fees/Enhancement partners Other Non-Personnel  Indirect Cost Total Non-personnel Summer sub-total RECIPIENT	2,800.00 21,700.00 0.00 0.00 0.00 0.00 0.00 0.00 0.	days= \$3,800; 2 Youth Coordinators at \$17 an hour x hours a comparison of the coordinators at \$17 an hour x hours at the coordinators at \$17 an hour x hours at the coordinators at \$17 an hour x hours at \$18 and \$18	day x 19 days = \$5,168  If to this grant					
Benefits and Taxes  Total Personnel Expenses  Office Supplies Communications Postage and Shipping Occupancy Equipment Rental and Maintenance Printing and Publications Travel/Conferences & Meetings Insurance  Direct youth costs (learning supplies, learning software, programs, games, food, etc.) Field Trips Professional Fees/Enhancement partners Other Non-Personnel  Indirect Cost Total Non-personnel	2,800.00 21,700.00 0.00 0.00 0.00 0.00 0.00 0.00 0.	days= \$3,800; 2 Youth Coordinators at \$17 an hour x hours a comparison of the coordinators at \$17 an hour x hours at the coordinators at \$17 an hour x hours at the coordinators at \$17 an hour x hours at \$18 and \$18	day x 19 days = \$5,168  If to this grant					
Benefits and Taxes  Total Personnel Expenses  Office Supplies Communications Postage and Shipping Occupancy Equipment Rental and Maintenance Printing and Publications Travel/Conferences & Meetings Insurance Direct youth costs (learning supplies, learning software, programs, games, food, etc.) Field Trips Professional Fees/Enhancement partners Other Non-Personnel  Indirect Cost Total Non-personnel Summer sub-total TOTAL RECIPIENT AUTHORIZED SIGNATURE:	2,800.00 21,700.00 0.00 0.00 0.00 0.00 0.00 0.00 0.	days= \$3,800; 2 Youth Coordinators at \$17 an hour x hours a comparison of the coordinators at \$17 an hour x hours at the coordinators at \$17 an hour x hours at the coordinators at \$17 an hour x hours at \$18 and \$18	day x 19 days = \$5,168  If to this grant					
Benefits and Taxes  Total Personnel Expenses  Office Supplies Communications Postage and Shipping Occupancy Equipment Rental and Maintenance Printing and Publications Travel/Conferences & Meetings Insurance Direct youth costs (learning supplies, learning software, programs, games, food, etc.) Field Trips Professional Fees/Enhancement partners Other Non-Personnel Indirect Cost Total Non-personnel Summer sub-total RECIPIENT	2,800.00 21,700.00 0.00 0.00 0.00 0.00 0.00 0.00 0.	days= \$3,800; 2 Youth Coordinators at \$17 an hour x hours a comparison of the coordinators at \$17 an hour x hours at the coordinators at \$17 an hour x hours at the coordinators at \$17 an hour x hours at \$18 and \$18	day x 19 days = \$5,168  If to this grant					

NAZA Annex 8 - 2024-2025 Finalized Entries

Response ID: 17137

Submitted Date: 2024-05-20 16:44:39 Completion Time: 9 min. 36 sec.

Name of Organization **Backfield in Motion, Inc.** 

Days of Week of Afterschool Program

4 days per week

Afterschool site plan

**School Site** 

Are you conducting summer programming?

Yes

Afterschool Program Name

**Backfield in Motion** 

Name of School Site Location

**Amqui Elementary** 

Address of School Program Site

319 Anderson Ln. Madison, TN 37115

School Partnership Level

**New Partnership** 

Number of youths targeted for site

**30** 

Type of transportation needed?

**MNPS Evening Bus** 

Name of School Site Location

**Antioch Middle School** 

Address of School Program Site

5050 Blue Hole Rd. Antioch, TN 37013

School Partnership Level

**Renewing Partnership** 

Number of youths targeted for site

**83** 

Type of transportation needed?

# **MNPS Evening Bus**

Name of School Site Location

**DuPont Hadley Middle School** 

Address of School Program Site

1901 Old Hickory Blvd., Old Hickory, TN 37138

School Partnership Level

**Renewing Partnership** 

Number of youths targeted for site

90

Type of transportation needed?

**MNPS Evening Bus** 

Name of School Site Location

Goodlettsville Middle School

Address of School Program Site

300 S Main St., Goodlettsville, TN 37072

School Partnership Level

**Renewing Partnership** 

Number of youths targeted for site

**55** 

Type of transportation needed?

**MNPS Evening Bus** 

Name of School Site Location

John Early Middle School

Address of School Program Site

1000 Cass St., Nashville, TN 37208

School Partnership Level

**Renewing Partnership** 

Number of youths targeted for site

20

Type of transportation needed?

**MNPS Evening Bus** 

Name of School Site Location

McKissack Middle School

Address of School Program Site

915 38th Ave. N. Nashville, TN 37209

School Partnership Level

**Renewing Partnership** 

Number of youths targeted for site

20

Type of transportation needed?

**MNPS Evening Bus** 

Name of School Site Location

**Thurgood Marshall Middle School** 

Address of School Program Site

5832 Pettus Rd., Antioch, TN 37013

School Partnership Level

**New Partnership** 

Number of youths targeted for site

**40** 

Type of transportation needed?

**MNPS Evening Bus** 

Summer Program Name

# **Backfield in Motion's Summer Academy**

Name of Summer Site Location

**Isaac Litton Alumni Center** 

**Summer Location address** 

4500 Gallatin Pike Nashville, TN 37216

Number of summer youth targeted for site (If applicable, include total for July 2024 & June 2025)

**25** 

Proposed months of Summer programming

**June 2025** 

Will the organization's July 2024 and June 2025 programming have different timeframes?

Weeks of Programming

4 weeks

Days per Week of Summer Program

5 days per week

Hours per Day

7 hours

Programming Time Frame

8am- 3pm

# **July 2024 Programming Timeframe**

Weeks of Programming

Days per Week of Summer Program

Hours per Day

Programming Time Frame

# **June 2025 Programming Timeframe**

Weeks of Programming

Days per Week of Summer Program

Hours per Day

Programming Time Frame

# GRANT CONTRACT BETWEEN THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY AND BETHLEHEM CENTERS OF NASHVILLE

This Grant Contract issued and entered into by and between the Metropolitan Government of Nashville and Davidson County, Nashville Public Library ("Metro") on behalf of Nashville After Zone Alliance (NAZA), and **Bethlehem Centers of Nashville**, ("Recipient"), is for the provision of free and high-quality afterschool programs, as further defined in the "SCOPE OF PROGRAM". The Recipient's annual report and audit are incorporated herein by reference.

#### A. SCOPE OF PROGRAM:

#### A.1. Schedule and Content

NAZA-funded programs will align with the Metro Schools calendar and be available to youth Monday through Thursday during the fall semester (September 3 to December 13, 2024) and spring semester (January 8 to May 9, 2025), on days when MNPS is in session. Programs should run at least for 28 weeks. NAZA-funded programs may choose to offer longer programs.

Please note that NAZA-funded programs will not begin before Labor Day due to unavailability of MNPS transportation.

NAZA-funded summer program with **Bethlehem Centers of Nashville** will occur between July 1-31, 2024 and/or June 1-30, 2025. (not applicable to organizations not providing summer programming)

NAZA-funded activities should support youths' physical, social, emotional, cognitive and academic skills development, help them build purpose through learning, and have relevance to their real-life experiences. Throughout the program day, staff should intentionally infuse opportunities for youth to read, write, speak, and listen as well as allocate time for community building and reflection. When possible, programs should consider encouraging youth to be part of activity design or leading to enable them practice leadership skills. Each day should begin with check-in and snack/meals (when in person). Additional activities may be offered by the NAZA funded partner outside of this timeframe at the partner's expense, with no cost to youth and their families.

A typical program day should focus to creatively combine:

- School day supports (reading, homework, etc.)
- Enrichments (e.g. arts education; STEAM engineering challenges, service learning, etc.)
   reflecting youth voice and choice and have a learning focus, either provided by program staff or external enrichment partners.
- Focus on youth's skill building, in line with Nashville's Vision for Holistic Youth Development (curricula with activities will be available for each of the 12 skills).
- Other Experiences (e.g. physical activity, health and wellness, mental health, healthy eating
  activities, team games with rules, career exploration, field trips and other age-appropriate
  developmental activities.) that offer fun, support team and relationship building and foster holistic
  youth development.
- NAZA funds should not in any shape or form be related to any religious content or affiliation.
   NAZA-funded programs should not proselytize during their regular programming time, nor should

youth be accepted or denied based on their religious affiliation or commitment to engaging in any type of religious activities before or after NAZA programming time.

 While we encourage using various learning software and educational games to enhance youth learning, we strictly prohibit enabling access to any video games that include violence, shooting or other unwanted behaviors, especially those rated M for Mature, are of solely entertainment purposes during NAZA-funded time. Programming time should focus on young people's development.

Each after-school programming day should begin with check-in and a snack or meal. Additional activities may be offered by the funded partner outside of this timeframe at the partner's expense, with no cost to youth and their families.

Recipient must ask parents and youth (who are not participating in sports) to commit to attend regularly, on an on-going basis when program is in session, for both fall and spring semesters. Only youth who have returned a fully completed enrollment form may participate in NAZA-funded programs.

#### Requirements for Programming

By initialing each item below, Recipient agrees to the following:

1. SF Supervision: Recipient commits to maintaining a staff: youth ratio not to exceed 1:15 at all times by establishing and maintaining a mechanism for substitutions. Youth will be supervised at all times by program staff.

2. School Relationships: Recipient will be actively involved in communicating and collaborating with schools to enhance youth learning. They will participate in planning meetings with school principals and staff, including Community Achieves staff to help meet school outcomes and to track youth progress. Program staff will also meet with principals and school staff when needed or possible to address strategies for program recruitment, retention, and attendance tracking.

Recipient will receive space approval from school administration for programming.

3. Recruitment and Family Engagement: Recipient is responsible for recruiting youth, leading program activities, and engaging in family outreach. Recipient will promote consistent participation/retention levels by contacting each family/youth before programming begins, whenever absences begin to develop a pattern, and to confirm an exit/withdrawal if appropriate. Recipient will serve at least 90% of the youth they projected to serve.

Youth with no afterschool options should be the first priority for enrollment in NAZA-funded programs. If spots are available, youth participating in school-sponsored athletics can choose to attend school athletics as a portion of their NAZA-funded program lime if they can commit to partially (at least one hour per day) attend NAZA-funded programming and the program has more than one staff on site. Only students participating in at least one hour of programming can benefit from a snack/meal, learning time, and transportation home and counted towards the funded slots. Only youth who have returned a fully completed enrollment form, signed by parent/guardian, may participate.

4) Sharphance: Recipient commits to maintain daily attendance, updating the NAZA attendance tracking tool (Salesforce) on a weekly basis (daily direct attendance taking in the Salesforce is strongly recommended); this requires a computer or any other device with internet access. Recipient staff will ensure that youth sign in with their given first and last name daily using the NAZA approved sign-in sheets to verify youth participation. The youth attendance reflected on the sign-in sheet/daily attendance log must match the attendance entered into the Salesforce platform.

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Monthly attendance must be accurately updated in the Salesforce by the 2nd working day of each following month so that NAZA can report the attendance numbers to the Mayor's office accurately.
5) SF Meals/Snacks: Recipient is required to provide healthy, prepackaged snack or meal options to youth every day of programming.
6) Experiential Activities: Recipient is encouraged to engage external enrichment providers at least twice per semester to increase the diversity of appealing programming options for youth. Enrichment providers are individuals and organizations that offer enriching activities within the afterschool context. For example, they might include teaching artists, mentors, health educators, yoga and martial arts teachers, spoken word literacy teachers, or career exploration and life skills experts.
7) System-Wide Meetings & Events: Recipient is responsible for hosting at least 2 free, youth-led events during the 2024-2025 school year that 1) incorporate and highlight growth practices from Nashville's Vision for Holistic Youth Development and 2) that are open to the public to attend during the year, such as a fall and/or spring showcase, an open house, a visual or performing arts piece, a poetry reading or spoken word event, etc.
8) SF Branding: Recipient agrees to recognize NAZA as a funder by, displaying NAZA signs in program spaces, indicating NAZA is a funder on their website and adding NAZA's logo on their website, supporting NAZA through social media outlets, etc.
9) SF Communication with NAZA: Recipient will respond to requests from NAZA in a timely manner and provide requested documentation by the associated deadline. All staff changes must be communicated to the NAZA Operations Manager within 24 hours. This includes staff leaving their positions: staff no longer with the program must be removed from the Salesforce platform by the NAZA Operations Manager in order to comply with FERPA guidelines.
Any program experiencing challenges either with the host school or program site that threatens the continuity/further existence of the program, must immediately report the situation to NAZA and seek support in resolving the situation. A decision to close a program/site must be reported to NAZA immediately with documented reasons.
10) SF Adding Staff to Data Management System: Program staff without Salesforce authorization, such as site assistance, coordinators, etc. should have a contact page and included in the staff listing of NAZA's Data Menagement System, Salesforce.
11) Partner Meetings: Key staff and program directors from each NAZA-funded program site are expected to participate in the NAZA learning community by attending Partner Meetings four times during the school year. Meeting dates will be shared before the start of the school year.
12) Professional Development:
For each NAZA -funded partner, the program director and all frontline staff working with youth are

required to attend or complete several trainings. Please see below:

# Program Directors and Site Managers are required to attend the following:

- NAZA Essential Operations training
- Introduction to Positive Youth Development (PYD) training
- · At least two trainings on the Growth Practices.
- Program Quality Basics (PQA Basics) either in person or online (online version is available at the partner's expense if missed scheduled training offered by NAZA)
- Any training required by MNPS for staff working in school buildings will be made available to NAZA partner staff.

Note: Program Directors and Site Managers who have successfully completed PYD in the past are exempt from retaking. The NAZA Essential Operations training will be archived and accessible online, while Introduction to Positive Youth Development will be conducted multiple times annually. Returning Program Directors and Site Coordinators who have previously completed the PQA Basics or SEL PQA will only need to redo the training every 3 years. Choosing to take SEL PQA requires a prior completion of PQA Basics.

### Program Directors and Site Managers strongly recommended trainings:

- Advanced Positive Youth Development
- Salesforce Student Management Systems
- Strategies for Employee Retention and Recruitment
- Any additional trainings offered to NAZA-funded partners supporting high-quality
  programming, as well as the achievement of their Program Improvement Plan. Returning site
  staff are encouraged to attend additional trainings that will support the program's continued
  quality improvement.
- Attend at least three professional development opportunities, in addition to other require trainings, either in-person or online, from the following: Weikart online trainings, Exploring Date Training, NAZA's Learning Management System (LMS), or NAZA Learn, Engage, Develop (L.E.D.) Conference.

For each NAZA -funded partner, front-line and part-time staff working with youth are required to attend or complete several trainings. Please see the following for requirements:

# Front-line and Part-time staff are required to attend the following trainings:

- Essential Operations training (only topics labeled and related to front-line and part-time staff)
- Positive Youth Development (new staff and staff who have not completed this requirement).
- Two (2) trainings on the Growth Practices

#### Front-line and Part-time staff strongly recommended trainings:

- Advanced Positive Youth Development
- Salesforce Student Management Systems
- Strategies for Employee Retention and Recruitment
- Any additional trainings offered to NAZA-funded partners supporting high-quality
  programming, as well as the achievement of their Program Improvement Plan. Returning site
  staff are encouraged to attend additional trainings that will support the program's continued
  quality improvement.
- Attend at least three professional development opportunities, in addition to other require trainings, either in-person or online, from the following: Weikart online trainings, Exploring Data Training, NAZA's Learning Management System (LMS), or NAZA Learn, Engage, Develop (L.E.D.) Conference.

# 13) <u>SF</u> Evaluation Tools:

All program directors/managers and site coordinators of NAZA-funded programs will participate in the **Program Quality Improvement (PQI)** cycle. Self-assessments will be required for both fall and spring semesters. External assessments may be scheduled per need and availability of external assessors.

The Youth Program Quality Improvement (YPQI) cycle is comprised of the following quality improvement activities, offered at no cost to Partners:

- a) A baseline self-assessment utilizing the Youth Program Quality Assessment (YPQA) or Social-Emotional Learning Program Quality Assessment (SEL PQA) tool. Program staff conduct pre-self-assessment of their program and enter results in YPQI's Scores Reporter.
- b) Developing and uploading a **Program improvement Plan** based on the results of all available YPQA or SELPQA assessment tools (i.e. self-assessments, external assessments, and Leading Indicator Survey results).
- c) A follow-up YPQA/SEL PQA self-assessment at the end of the school year, also entered into Scores Reporter, and planning for the following fall semester based on the results of this assessment.
- d) An external assessment will be conducted by assessors trained by Weikart Center every three years for returning partners unless otherwise requested. For new partners one external assessment will be conducted annually for the first three years.
- e) The two assessments are reviewed to develop an understanding of how well the program is performing with regard to NAZA Quality Standards.
- f) Additionally, NAZA-funded partners are required to administer YPQI's Leading Indicators Survey, Youth annually in the spring semester to youth enrolled at each site to capture youth experience with the program.
- g) NAZA-funded partners are required to administer YPQI's as **Leading Indicators Survey**, **Staff** annually in the spring semester to capture the experiences of staff with the program.
- h) NAZA-funded partners are also required to administer YPQI's Leading Indicators Survey, Managers annually in the spring semester to capture the experiences of administrators with the program.
- i) NAZA-funded partners are also required to provide access to YPQI's **Leading Indicators Survey, Family** annually in the spring semester to attempt to capture the experiences of parents and guardians of youth in the program.
- j) NAZA partners will have access to **students' school data** through the **data-sharing agreement** between NAZA/NPL and MNPS. Partners will be required to attend two trainings <u>as soon as they become available</u> on: 1) Responsible use of data, and 2) Understanding the academic data.
- k) Partners will be required to sign the **data-sharing sub-agreement** (to be attached to the contract) of this document and adhere to all requirements under that document so that they can have access to student data.
- 14) <u>SF</u> Youth Survey: Recipient is required to administer a one-time Leading Indicator Survey, Youth to enrolled youth at each site in the spring semester.
- 15) Staff Survey (Director/Manager and Frontline): Recipient is required to administer a one-time Leading Indicator Survey, Staff by program staff the spring semester.
- 16) \_\_\_\_\_ Family Survey: Recipient is required to provide families access to a one-time Leading Indicator Survey, Family by program administrators the spring semester.
- 17) Compliance with MNPS Requirements: Programs offered at participating Metro schools will operate in full compliance with MNPS requirements, including covid-related procedures, liability

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insurance, criminal background checks, non-discrimination, ADA, and other related standard Metro requirements, confidentiality of student records per FERPA, operation as a non-profit, and transportation policies (as appropriate).

#### Operational Policies:

Recipient will operate in full compliance with the following policies and maintain relevant documentation to verify compliance with the policies. Recipient agrees to:

- Maintain an active 501(c)(3) registration unless the applicant is a public entity.
- Maintain up-to-date certificates verifying the following insurance: commercial general liability, sexual/abuse/sexual harassment, automobile liability (if applicable) and professional liability insurance with limits not less than one million dollars each occurrence. The Recipient shall provide an updated certificate of insurance upon expiration of the current certificate.
- Nondiscrimination, which precludes Recipient from discriminating on the basis of race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability in admission, access to, or operation of programs, services, or activities. Note that Metro does not discriminate on the basis of race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability in admission to, access to, or operation of programs, services, or activities. Metro does not discriminate in hiring or employment practices.
- Follow MNPS operating procedures on verification of criminal background checks on all program staff
  and volunteers. On school grounds, the MNPS criminal background check contractor shall be used for
  employees. As long as there is no break in service with the agency, staff will not be required to be
  fingerprinted yearly. If there is any break in service at all, or if they must go through a rehiring process,
  they are required to complete a background check including fingerprinting.
- Ensure that all educational records created, disclosed or maintained pursuant to the terms of this
  contract are confidential and shall be created, disclosed and maintained pursuant to the provisions of
  the Family Educational Rights and Privacy Act (20 U.S.C.A. s #1232g), its regulations and Board of
  Education policy.
- Appropriately spend Metro dollars, document the spending, and follow Metro guidelines for allowable
  costs. Recipient is responsible for properly documenting the spending under their contracts, organizing
  the documentation separately by year, and storing that documentation for three years for auditing
  purposes. The documents must be readily available for a Metro Audit.
- Meet NAZA's Minimum Quality Standards (see Annex 4) and maintain relevant documentation to verify compliance with the policies.
- Meet the 2024-2025 Performance Indicators specific to the Recipient (see Annex 6).
- Maintain accurate youth enrollment forms (Annex 7) and ensure that all youth have enrollment
  forms signed before they accept a youth into their program. Enrollment forms, as well as evidence
  to back up outputs and outcomes cited in narrative reports, must be maintained by the Recipient and
  stored for three years for auditing purposes. The documents must be readily available any time that the
  Metro requests them, including as part of an Audit.

Enrollment forms must be fully completed and accurate. Forms should include legitimate first and last names youth, their birthdates, student ID numbers, names of legal guardians and emergency contacts, and accurate addresses, phone numbers, e-mails and medical information (as needed) among other information pieces.

In summary, the Recipient will commit to the following:

- Delivering quality afterschool (and summer, if chosen) programming for the fall and spring semesters in locations identified in Annex 8, aligned with MNPS scheduling;
- Submitting daily attendance using the NAZA attendance tracking tool, keeping all data updated on a weekly basis, along with all supporting documentation. Ensure monthly attendance updates are in the system by the second working day of each month;
- Serving at least 90 percent of the number of youth the Agency projected to serve for the 2024-2025 school year, reflecting ongoing youth recruitment activities, engaging programming, and strong communications with the school community; and
- 4. Full implementation of program quality requirements, including administration of the youth survey.

Violation or breach of this scope may result in <u>Corrective Action</u>. Continued violetion could result in termination of the contract.

- A.2. The Recipient must spend these funds consistent with the Grant Budget, attached and incorporated herein as **Annex 3**. The Recipient must collect data to evaluate the effectiveness of their services and must provide those results to Metro upon request.
- A.3. The Recipient will only utilize these funds for services the Recipient provides to **documented residents of Davidson County**. Documentation of residency may be established with a recent utility bill; voter's registration card; driver's license or other government issued-ID; current record from a school showing address; affidavit by landlord; or affidavit by a nonprofit treatment, shelter, half-way house, or homeless assistance entity located within Davidson County. Recipient agrees that it will not use Metro funding for services to non-Davidson County residents.
- A.4. Additionally, the Recipient must collect data on the primary county of residence of the clients it serves and provide that data to Metro upon request.

#### B. GRANT CONTRACT TERM:

- B.1. **Grant Contract Term.** The term of this Grant will be twelve (12) months, commencing on July 1, 2024 and ending on June 30, 2025. Metro will have no obligation for services rendered by the Recipient that are not performed within this term.
- B.2. Extendable Grants. This grant may be extended by 12 months, not exceed 60 months (with 12-month terms each time upon annual approval/availability of NAZA funds). To be considered for extension, Recipients must meet the following conditions:
  - NAZA funded-partner for 5 years with no contract disruption or corrective action plan within the past 12 months;
  - Exhibit low-risk on Metro Risk Assessment tool;
  - Present annual audit covering the past 12 months, as of May 1st of the current year;
  - Pass annual compliance checks;
  - Meet performance indicators set in the contract.

Upon meeting all of the criteria above a grant contract extension may be offered annually through a contract amendment process.

#### C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event will Metro's maximum liability under this Grant Contract exceed \$104,200 (24 stots for afterschool, 28 stots for summer). The Grant Budget will constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient's obligations hereunder. The Grant Budget line Items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Recipient.

Subject to modification and amendments as provided in section D.2 of this agreement, this amount will constitute the Grant Amount and the entire compensation to be provided to the Recipient by Metro.

- C.2. Use of Funds. NAZA funds may be used for educational purposes only; organizations funded by NAZA must not promote religious practices nor proselytize during programming time. Such activities may be offered by funded partners outside of their NAZA-funded program time. However, MNPS transportation and other NAZA resources will not be available, and youth who do not wish to participate must not be penalized in any way.
- C.3 Payment Methodology. The Recipient will only be compensated for actual costs based upon the Grant Budget and reconciliation reports, not to exceed the maximum liability established in Section C.1.

Recipient can expect to receive three payments during the contracted year. Each payment will be received no later than 30 days from the invoice date of the finalized and NAZA approved statement.

First invoice may include up to 50% of the total awarded amount as an advance request to enable programs to produce necessery supplies for beneficiary youth and hire qualified staff to enable proper programming from the beginning of the year.

The first invoice will be processed after the contract is filed with Metro Clerk and within 30 days from the date of the finalized and approved invoice receipt by NAZA.

The second invoice of up to 40% of the total awarded amount will be processed based on the actual expenditures of the programs. The invoice must be submitted by January 15<sup>th</sup> along with the second scheduled expenditure report.

The third and final invoice of up to 10% of the total awarded amount will be processed upon the receipt of the Year-End narrative and expenditure report due July 10<sup>th</sup>. Any invoice not received by the deadline date will not be processed and all remaining grant funds will expire. This final payment will equal the total actual spending for the contract year and cannot exceed the approved awarded amount. No invoice for 2024-2025 school year will be processed after July 10, 2025.

All actually reported expenditures must have backup documentation filed at the recipient organization for Metro Audit.

If the contract is terminated earlier or any funds remain unspent based on the reports, the unspent amounts will be returned to Metro.

Recipient must send all invoices to:

Nashville After Zone Alliance 615 Church St, Nashville, TN 37219 or emailed to Teriz Fahmy@nashville.gov

#### C.4. Reporting

**Expenditure Report.** All Recipients will submit quarterly expenditure reports. Report templates will be provided by NAZA.

All grantees must submit expenditure reports four times a year to reconcile grant receipts with grant revenues. NAZA will monitor fund recipients for compliance with reporting requirements. Failure to comply with the reporting requirements would constitute a violation of the grant contract. The expenditure reports format is shown on Annex 2 attached to this contract. The quarterly expenditure reports are due on the 15<sup>th</sup> of October, January, and April, with the final report due July 10, 2025.

Said report must be in form and substance acceptable to Metro and must be prepared by a Certified Public Accounting Firm or the Chief Financial Officer of the Recipient Organization.

#### Program Report

All grantees must submit programmatic report once a year to explain how the grant has been used on behalf of the citizens of Davidson County. The report is due on July 10, 2025.

Failure to comply with the program reporting requirements would constitute a violation of the grant contract. NAZA will provide the template during the year.

- C.5. **Payment of Invoice.** The payment of any invoice by Metro will not prejudice Metro's right to object to the invoice or any other related matter. Any payment by Metro will neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs included therein.
- C.6. Unallowable Costs. The Recipient's invoice may be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by Metro, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs. Utilization of Metro funding for services to non-Davidson County residents is not allowed.
- C.7. Deductions. Metro reserves the right to adjust any amounts which are or become due and payable to the Recipient by Metro under this or any Contract by deducting any amounts which are or become due and payable to Metro by the Recipient under this or any Contract.
- C.8. **Travel Compensation.** Payment to the Recipient for travel, meals, or lodging is subject to amounts and limitations specified in Metro's Travel Regulations and subject to the Grant Budget.
- C.9. Electronic Payment. Metro requires as a condition of this contract that the Recipient have on file with Metro a completed and signed "ACH Form for Electronic Payment". If Recipient has not previously submitted the form to Metro or if Recipient's information has changed, Recipient will have thirty (30) days to complete, sign, and return the form. Thereafter, all payments to the Recipient, under this or any other contract the Recipient has with Metro, must be made electronically.

#### D. STANDARD TERMS AND CONDITIONS:

- D.1. **Required Approvals.** Metro is not bound by this Grant Contract until it is approved by the appropriate Metro representatives as indicated on the signature page of this Grant.
- D.2. **Modification and Amendment.** This Grant Contract may be modified only by a written amendment that has been approved in accordance with all Metro procedures and by appropriate legislation of the Metropolitan Council.
- D.3. Termination for Cause. Metro shall have the right to terminate this Grant Contract immediately if Metro determines that Recipient, its employees or principals have engaged in conduct or violated

any federal, state or local laws which affect the ability of Recipient to effectively provide services under this Grant Contract. Should the Recipient fail to properly perform its obligations under this Grant Contract or if the Recipient violates any terms of this Grant Contract, Metro will have the right to immediately terminate the Grant Contract and the Recipient must return to Metro any and all grant monies for services or programs under the grant not performed as of the termination date. The Recipient must also return to Metro any and all funds expended for purposes contrary to the terms of the Grant Contract. Such termination will not relieve the Recipient of any liability to Metro for damages sustained by virtue of any breach by the Recipient.

- D.4. **Termination—Notice.** Metro may terminate this Grant Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the Recipient. Metro shall give the Recipient at least thirty (30) days written notice before the effective termination date.
- D.5. Termination –Funding. This Grant Contract is subject to the appropriation and availability of local, State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable. Metro shall have the right to terminate this Grant Contract immediately upon written notice to the Recipient. Upon receipt of the written notice, the Recipient shall cease all work associated with this Grant Contract on or before the effective termination date specified in the written notice. Should such an event occur, the Recipient shall be entitled to compensation for all satisfactory and authorized services completed as of the effective termination date. The Recipient shall be responsible for repayment of any funds already received in excess of satisfactory and authorized services completed as of the effective termination date.
- D.6. Subcontracting. The Recipient may not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of Metro. Notwithstanding any use of approved subcontractors, the Recipient will be considered the prime Recipient and will be responsible for all work performed.
- D.7. **Conflicts of Interest.** The Recipient warrants that no part of the total Grant Amount will be paid directly or indirectly to an employee or official of Metro as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Recipient in connection with any work completed or performed relative to this Grant Contract.
- D.8. Nondiscrimination. The Recipient hereby agrees, warrants, and assures that no person will be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Recipient on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification which is in violation of applicable laws. The Recipient must, upon request, show proof of such nondiscrimination and must post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.9. Records. The Recipient must maintain documentation for all charges to Metro under this Grant Contract. The books, records, and documents of the Recipient, insofar as they relate to work performed or money received under this Grant Contract, must be maintained for a period of three (3) full years from the date of the final payment or until the Recipient engages a licensed independent public accountant to perform an audit of its activities. The books, records, and documents of the Recipient insofar as they relate to work performed or money received under this Grant Contract are subject to audit at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. Records must be maintained in accordance with the standards outlined in the Non-Profit Grants Manual. The financial statements must be prepared in accordance with generally accepted accounting principles.
- D.10. Monitoring. The Recipient's activities conducted and records maintained pursuant to this Grant Contract are subject to monitoring and evaluation by The Metropolitan Office of Financial Accountability or Metro's duly appointed representatives. The Recipient must make all audit,

accounting, or financial records, notes, and other documents pertinent to this grant available for review by the Metropolitan Office of Financial Accountability, Internal Audit or Metro's representatives, upon request, during normal working hours.

- D.11. Narrative Reporting. The Recipient must submit a <u>Year-End Program Report</u>, to be received by July 10th. Said report shall detail the outcome of the activities funded under this Grant Contract,
- D.12. **Financial Reporting.** The Recipient must submit quarterly expenditure report for the 2024-2025 programming year to reconcile grant receipts with grant revenues. Reports must be received no later than the 15<sup>th</sup> day of October, January, and April and July 10 of FY '25 (July 1, 2024 June 30, 2025).
- D.13. Strict Performance. Failure by Metro to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement is not a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract is considered to be waived, modified, or deleted except by a written amendment by the appropriate parties as indicated on the signature page of this Grant.
- D.14. **Insurance.** The Recipient agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all applicable taxes incident to this Grant Contract.

#### D.14.1 Proof of insurance

During the term of this Contract, for any and all awards, CONTRACTOR shall, at its sole expense, obtain and maintain in full force and effect for the duration of this Contract, including any extension, the types and amounts of insurance identified below by a checked box. Proof of insurance shall be required naming METRO as additional insured and identifying the Purchase Order on the Acord document.

#### D.14.2 General Liability Insurance

In the amount of one million (\$1,000,000.00) dollars

# D.14.3 Automobile Liability Insurance

In the amount of one million (\$1,000,000.00) dollars (if vendor will be making on-site deliveries)

#### D.14.4 Worker's Compensation Insurance

With statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand (\$100,000.00) dollars, as required by the laws of Tennessee (Not required for companies with fewer than five (5) employees).

### D.14.5 Sexual Molestation and Abuse Insurance

In the amount of one million (\$1,000,000.00) dollars.

#### D.14.6 Such insurance shall:

Contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

For any claims related to this agreement, CONTRACTOR'S insurance coverage shall be primary insurance as respects METRO, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering METRO, its officials, officers, employees, and volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it.

Automotive Liability Insurance including vehicles owned, hired, and non-owned. Said insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of CONTRACTOR.

Worker's Compensation (if applicable), CONTRACTOR shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance. CONTRACTOR shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by CONTRACTOR'S workers' compensation insurance coverage.

#### D.14.7

Prior to commencement of services, CONTRACTOR shall furnish METRO with original certificates and amendatory endorsements affecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to:

DEPARTMENT OF LAW
INSURANCE AND RISK MANAGEMENT
METROPOLITAN COURTHOUSE, SUITE 108
PO BOX 196300
NASHVILLE, TN 37219-6300

Provide certified copies of endorsements and policies if requested by METRO in lieu of or in addition to certificates of insurance.

Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services. Maintain such insurance from the time services commence until services are completed and attach the certificates of insurance in the METRO system. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by METRO as a material breach of contract.

Place such insurance with insurer licensed to business in Tennessee and having A.M. Best Company ratings of no less than A-. Modification of this standard may be considered upon appeal to the METRO Director of Risk Management Services.

Require all subcontractors to maintain during the term of the agreement Commercial General Liability insurance, Business Automobile Liability insurance, and Worker's Compensation/Employers Liability insurance (unless subcontractor's employees are covered by CONTRACTOR'S insurance) in the same manner as specified for CONTRACTOR. CONTRACTOR shall file subcontractor's certificates of insurance in METRO's system.

Any deductibles and/or self-insured retentions greater than \$10,000.00 must be disclosed to and approved by METRO prior to the commencement of services.

If the CONTRACTOR has or obtains primary or excess policy(ies), there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.

- D.15. Metro Liability. Metro will have no liability except as specifically provided in this Grant Contract.
- D.16. Independent Contractor. Nothing herein will in any way be construed or intended to create a partnership or joint venture between the Recipient and Metro or to create the relationship of

principal and agent between or among the Recipient and Metro. The Recipient must not hold itself out in a manner contrary to the terms of this paragraph. Metro will not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.

#### D.17. Indemnification and Hold Harmless.

- (a) Recipient agrees to indemnify, defend, and hold harmless Metro, its officers, agents and employees from any claims, damages, penalties, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Recipient, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract, and any claims, damages, penalties, costs and attorney fees arising from any failure of Recipient, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- (b) Metro will not indemnify, defend or hold harmless in any fashion the Recipient from any claims, regardless of any language in any attachment or other document that the Recipient may provide.
- (c) Recipient will pay Metro any expenses incurred as a result of Recipient's failure to fulfill any obligation in a professional and timely manner under this Contract.
- (d) Recipient's duties under this section will survive the termination or expiration of the grant.
- D.18. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party. Except as provided in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a breach under this Grant Contract. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. Recipient will promptly notify Metro within forty-eight (48) hours of any delay caused by a Force Majeure Event and will describe in reasonable detail the nature of the Force Majeure Event.
- D.19. State, Local and Federal Compliance. The Recipient agrees to comply with all applicable federal, state and local laws and regulations in the performance of this Grant Contract. Metro shall have the right to terminate this Grant Contract at any time for failure of Recipient to comply with applicable federal, state or local laws in connection with the performance of services under this Grant Contract.
- D.20. **Governing Law and Venue.** The validity, construction and effect of this Grant Contract and any and all extensions and/or modifications thereof will be governed by and construed in accordance with the laws of the State of Tennessee. The venue for legal action concerning this Grant Contract will be in the courts of Davidson County, Tennessee.
- D.21. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.22. Headings. Section headings are for reference purposes only and will not be construed as part of this Grant Contract.
- D.23. **Metro Interest in Equipment.** The Recipient will take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided

under this Grant Contract, subject to Metro's equitable interest therein, to the extent of its *pro rata* share, based upon Metro's contribution to the purchase price. "Equipment" is defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$5,000.00.

The Recipient agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at any time during the term of the Grant Contract, the Recipient must request written approval from Metro for any proposed disposition of equipment purchased with Grant funds. All equipment must be disposed of in such a manner as parties may agree as appropriate and in accordance with any applicable federal, state or local laws or regulations.

- D.24. Assignment—Consent Required. The provisions of this contract will inure to the benefit of and will be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Recipient under this contract, neither this contract nor any of the rights and obligations of Recipient hereunder may be assigned or transferred in whole or in part without the prior written consent of Metro. Any such assignment or transfer will not release Recipient from its obligations hereunder. Notice of assignment of any rights to money due to Recipient under this Contract must be sent to the attention of the Metro Department of Finance.
- D.25. Gratulties and Kickbacks. It will be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparations of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It will be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from participation in Metropolitan Government contracts.
- D.26. Communications and Contacts. All instructions, notices, consents, demands, or other communications from the Recipient required or contemplated by this Grant Contract must be in writing and must be made by facsimile transmission, or by first class mail, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

#### Metro

For contract-related matters: Nashville Public Library NAZA Communications Manager 615 Church Street Nashville, TN 37219 (615) 862-5894 For inquiries regarding invoices: Nashville Public Library NAZA Procurement Officer 615 Church Street Nashville, TN 37219 615-862-5800 ext. 73731

Recipient

Steve E. Fleming, CEO
Bethlehem Centers of Nashville
1417 Charlotte Avenue
Nashville, TN 37203
615-329-3386 Ext. 230

- D.27. Lobbying. The Recipient certifies, to the best of its knowledge and belief, that:
  - a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Recipient must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - c. The Recipient will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all subcontractors of federally appropriated funds shall certify and disclose accordingly.

### D.28. Certification Regarding Debarment and Convictions.

- Recipient certifies that Recipient, and its current and future principals:
  - are not presently debarred, suspended, or proposed for debarment from participation in any federal or state grant program;
  - have not within a three (3) yeer period preceding this Grant Contract been convicted of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) grant;
  - have not within a three (3) year period preceding this Grant Contract been convicted of embezzlement, obstruction of justice, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
  - iii. are not presently indicted or otherwise criminally charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in sections D.25(a)(ii) and D.25(a)(iii) of this certification.
- b. Recipient shall provide immediate written notice to Metro if at any time Recipient learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals fall under any of the prohibitions of Section D.25(a).

D.29. Effective Date. This contract will not be binding upon the parties until it has been signed first by the Recipient and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this contract will be effective as of the date first written above.

#### Annexes

The following annexes constitute part of this contract:

Annex 1 - Metro Invoice Template

Annex 5 - Partner Data-Sharing Sub-Agreement

Annex 2 - Expenditure Report Template

Annex 6 - Performance Indicators

Annex 3 - Budget Annex 7 - Enrollment forms

Annex 4 - Minimum Standards for NAZA funding Annex 8 - Program site/s

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THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:	RECIPIENT: Bethlehem Centers of Nashville
APPROVED AS TO AVAILABILITY OF FUNDS:	By (Signature): Atend Fler
Kevin Crumbo/mjw	
Director of Finance	- Authorized Officer Name: Steve E. Flemicol Title: CEO
	Sworn to and subscribed to before me a Notary Public this day of, 2024
APPROVED AS TO RISK AND INSURANCE:	Notary Public
Balogun Cobb	
Director of Insurance	
APPROVED AS TO FORM AND LEGALITY:  Matthew Garth	
Metropolitan Attorney	PAIGE AMOG
	STATE OF TENNESSEE NOTARY PUBLIC
FILED IN THE OFFICE OF THE CLERK:	My Commission Expires Nov. 2, 2026
Metropolitan Clerk	_
	My Commission expires NOV Z, 2026 -
NASHVILLE PUBLIC LIBRARY	
DocuSigned by:	
terri luke 5/29/2024	

	ent of Nas	hville and Davidson Co	unty/Nashville Public Library/ NAZA	L Company	
		Funds For	FY 2025 Program		
ORGANIZATION NAME	Bethle	ehem Centers of Nashville	CONTRACT # (Office Use):		
PROGRAM NAME		Stars of Bethlehem	START DATE: 7/1/2024		
ADDRESS		417 Charlotte Avenue	END DATE: 6/30/2025		
CITY, STATE & ZIP		Nashville, TN 37203	CONTACT PERSON Steve E. Fleming		
EDERAL ID # (EIN)	62-0843073		CONTACT PERSON Steve E. Freining (615) 500-3503		
EDENAL ID # (LIN)		Optional Match Funds (If you are	CONTACT TELETHONE	(010) 000-0000	
COST CATEGORIES	TOTAL BUDGET REQUEST	co-investing in other fund sources for this program please fill out respective line items. For our information only)	BUDGET EXPLANATION/DETAILS		
After-School Programs			After-school program starts 09/03/2024   Per slot rate for afterschool is \$1,232		
Salaries and Wages	20,160.00	\$ 48,000.00	0.42 % of total cost charged to this grant		
Benefits and Taxes	0.00		Types of benefits, rates and number of staff, whose b	penefits are charged to this grant	
Total Personnel Expenses	20,160.00	48,000.00	, , , , , , , , , , , , , , , , , , ,	3-2-2-3-3-3-3-3-3-3-3-3-3-3-3-3-3-3-3-3	
·	1,540.00	,	0.32% of total cost to this grant		
Office Supplies	540.00		0.19% of total cost to this grant		
Communications			ů ů		
Postage and Shipping	0.00		No charge to this grant		
Decupancy	3,537.50		0.11% of total cost of this grant.		
Equipment Rental and Maintenance	0.00		No charge to this grant		
Printing and Publications	210.00		0.14% of total cost charged to this grant		
Fravel/Conferences & Meetings	1,282.50	5,000.00	0.25% of total cost charged to this grant		
nsurance	0.00	3,700.00	No charge to this grant		
Direct youth costs (learning supplies, earning software, programs, games,					
ood, etc.)	2,750.00		0.30% of total cost charged to this grant		
Afterschool/summer transportation	0.00	0.00	No charge to this grant		
ield Trips	2,500.00	8,500.00	0.29% of total cost charged to this grant		
Professional Fees/Enhancement partners	0.00	3,500.00	No charge to this grant		
Other Non-Personnel	0.00		Anything else that is part of programming cost but is	not listed	
Indirect Cost	0.00	0.00	Parners can choose to budget either separate line ite up to 20% of their total budget. The Indirect cost requcost allocation plan.	· · · · · · · · · · · · · · · · · · ·	
Indirect Cost  Total Non-personnel	12,360.00	72,460.00	up to 20% of their total budget. The Indirect cost requ	•	
			up to 20% of their total budget. The Indirect cost requ	•	
Total Non-personnel Afterschool sub-total	12,360.00	72,460.00 120,460.00 Optional Match Funds (If you are	up to 20% of their total budget. The Indirect cost requests allocation plan.  Summer program funded in this cycle is July 1-3	lests must be accompanied by agency's	
Total Non-personnel	12,360.00	72,460.00 120,460.00	up to 20% of their total budget. The Indirect cost requ cost allocation plan.	lests must be accompanied by agency's  1,2024 and June 1- 30, 2025   Per slot	
Total Non-personnel Afterschool sub-total  Summer Programs	12,360.00	72,460.00 120,460.00  Optional Match Funds (If you are co-investing in other fund sources for this program please fill out respective line items. For our information only)	up to 20% of their total budget. The Indirect cost requests allocation plan.  Summer program funded in this cycle is July 1-37 rate for summer to be calculated at \$8 an hour pesummer program is \$320 per week for partners program.	lests must be accompanied by agency's  1,2024 and June 1- 30, 2025   Per slot  r slot. Maximum cost per youth for	
Total Non-personnel Afterschool sub-total  Summer Programs  Salaries and Wages	12,360.00 32,520.00	72,460.00 120,460.00  Optional Match Funds (If you are co-investing in other fund sources for this program please fill out respective line items. For our information only)  51,000.00	up to 20% of their total budget. The Indirect cost requests allocation plan.  Summer program funded in this cycle is July 1-37 rate for summer to be calculated at \$8 an hour pe summer program is \$320 per week for partners program per day.	I,2024 and June 1- 30, 2025   Per slot or slot. Maximum cost per youth for rogramming 5 days per week for 8	
Total Non-personnel Afterschool sub-total  Summer Programs  Salaries and Wages	12,360.00 32,520.00 21,760.00 0.00	72,460.00 120,460.00  Optional Match Funds (If you are co-investing in other fund sources for this program please fill out respective line items. For our information only)  51,000.00	up to 20% of their total budget. The Indirect cost requests allocation plan.  Summer program funded in this cycle is July 1-37 rate for summer to be calculated at \$8 an hour pesummer program is \$320 per week for partners prhours per day.  0.42 % of total cost charged to this grant	I,2024 and June 1- 30, 2025   Per slot or slot. Maximum cost per youth for rogramming 5 days per week for 8	
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Total Non-personnel Afterschool sub-total  Summer Programs  Salaries and Wages Benefits and Taxes Total Personnel Expenses  Office Supplies	21,760.00 0.00 21,760.00 21,760.00	72,460.00 120,460.00  Optional Match Funds (If you are co-investing in other fund sources for this program please fill out respective line items. For our information only)  51,000.00 0.00 51,000.00 4,675.00	up to 20% of their total budget. The Indirect cost requests allocation plan.  Summer program funded in this cycle is July 1-37 rate for summer to be calculated at \$8 an hour persummer program is \$320 per week for partners program funded in this cycle is July 1-37 rate for summer program funded in this cycle is July 1-37 rate for summer program funded in this cycle is July 1-37 rate for summer program funded in this cycle is July 1-37 rate for summer program funded in this cycle is July 1-37 rate for summer program funded in this cycle is July 1-37 rate for summer program is \$320 per week for partners program is \$320 per week for par	I,2024 and June 1- 30, 2025   Per slot or slot. Maximum cost per youth for rogramming 5 days per week for 8	
Total Non-personnel Afterschool sub-total  Summer Programs  Salaries and Wages Genefits and Taxes Total Personnel Expenses Office Supplies Communications	21,760.00 0.00 21,760.00 21,760.00 2,194.00 500.00	72,460.00 120,460.00  Optional Match Funds (If you are co-investing in other fund sources for this program please fill out respective line items. For our information only)  51,000.00 0.00 51,000.00 4,675.00 1,200.00	up to 20% of their total budget. The Indirect cost requests allocation plan.  Summer program funded in this cycle is July 1-37 rate for summer to be calculated at \$8 an hour pesummer program is \$320 per week for partners p	I,2024 and June 1- 30, 2025   Per slot or slot. Maximum cost per youth for rogramming 5 days per week for 8	
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Total Non-personnel Afterschool sub-total  Summer Programs  Salaries and Wages Benefits and Taxes Total Personnel Expenses  Office Supplies Communications Postage and Shipping Decupancy Equipment Rental and Maintenance Printing and Publications	21,760.00 0.00 21,760.00 2,194.00 500.00 7,750.00 2,000.00 3,000.00	72,460.00 120,460.00  Optional Match Funds (If you are co-investing in other fund sources for this program please fill out respective line items. For our information only)  51,000.00 51,000.00 4,675.00 1,200.00 1,000.00 33,360.00 4,500.00 4,500.00	up to 20% of their total budget. The Indirect cost requests allocation plan.  Summer program funded in this cycle is July 1-37 rate for summer to be calculated at \$8 an hour persummer program is \$320 per week for partners persummer program is \$320 per week for partners persum persu	I,2024 and June 1- 30, 2025   Per slot or slot. Maximum cost per youth for rogramming 5 days per week for 8	
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Total Non-personnel Afterschool sub-total  Summer Programs  Salaries and Wages Benefits and Taxes Total Personnel Expenses Office Supplies Communications Postage and Shipping Occupancy Equipment Rental and Maintenance Printing and Publications Fravel/Conferences & Meetings Insurance Direct youth costs (learning supplies, earning software, programs, games,	21,760.00 21,760.00 0.00 21,760.00 500.00 500.00 7,750.00 2,000.00 3,000.00 7,100.00 1,700.00	72,460.00 120,460.00 120,460.00  Optional Match Funds (If you are co-investing in other fund sources for this program please fill out respective line items. For our information only)  51,000.00 51,000.00 4,675.00 1,200.00 1,000.00 33,360.00 4,500.00 9,900.00 7,320.00	up to 20% of their total budget. The Indirect cost requests allocation plan.  Summer program funded in this cycle is July 1-37 rate for summer to be calculated at \$8 an hour pesummer program is \$320 per week for partners phours per day.  0.42 % of total cost charged to this grant Types of benefits, rates and number of staff, whose because of the cost charged to this grant 0.46% of total cost to this grant 0.50% of total cost charged to this grant 0.23% of total cost charged to this grant 0.23% of total cost charged to this grant 0.66% of total cost charged to this grant 0.71% of total cost charged to this grant 0.71% of total cost charged to this grant 0.23% total cost to this grant	I,2024 and June 1- 30, 2025   Per slower slot. Maximum cost per youth for rogramming 5 days per week for 8	
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Summer Programs  Salaries and Wages Benefits and Taxes  Total Personnel Expenses  Diffice Supplies  Communications  Postage and Shipping  Docupancy  Equipment Rental and Maintenance  Printing and Publications  Travel/Conferences & Meetings Insurance  Direct youth costs (learning supplies, earning software, programs, games, bood, etc.)  Field Trips  Professional Fees/Enhancement partners	21,760.00 0.00 21,760.00 500.00 7,750.00 2,000.00 7,100.00 1,700.00 13,776.00 8,400.00 3,000.00	72,460.00 120,460.00 120,460.00 120,460.00 120,460.00  Optional Match Funds (If you are co-investing in other fund sources for this program please fill out respective line items. For our information only)  51,000.00 51,000.00 4,675.00 1,200.00 4,500.00 4,500.00 9,900.00 7,320.00  18,078.00 12,470.00 6,200.00	Summer program funded in this cycle is July 1-37 rate for summer to be calculated at \$8 an hour pe summer program is \$320 per week for partners pi hours per day.  0.42 % of total cost charged to this grant Types of benefits, rates and number of staff, whose be concerned to the grant of total cost charged to this grant of total cost of this grant of total cost charged to this grant of total cost charged to this grant of total c	I,2024 and June 1- 30, 2025   Per slot or slot. Maximum cost per youth for rogramming 5 days per week for 8 benefits are charged to this grant	
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NAZA Annex 8 - 2024-2025 Finalized Entries

Response ID: 17159

Submitted Date: 2024-05-21 19:59:54 Completion Time: 2 min. 40 sec.

Name of Organization

**Bethlehem Centers of Nashville** 

Days of Week of Afterschool Program

4 days per week

Afterschool site plan

**Community Site** 

Are you conducting summer programming?

Yes

Afterschool Program Name

Stars of Bethlehem Afterschool Program

Name of Community Site Location

**Bethlehem Centers of Nashville** 

Address of Community Program Site

1417 Charlotte Avenue

Target School for Community Site

McKissack Middle School

Target School for Community Site

**Park Avenue Enhanced Option School** 

Number of youths targeted for site

24

3rd Party Van/Mini-bus needed?

No

Summer Program Name

**NAZA- Stars of Bethlehem Summer Enrichment Camp** 

Name of Summer Site Location

# **Bethlehem Centers of Nashville**

**Summer Location address** 

# 1417 Charlotte Avenue

Number of summer youth targeted for site (If applicable, include total for July 2024 & June 2025)

28

Proposed months of Summer programming

#### **Both**

Will the organization's July 2024 and June 2025 programming have different timeframes?  $\mathbf{No}$ 

Weeks of Programming

8 weeks

Days per Week of Summer Program

5 days per week

Hours per Day

8 hours

Programming Time Frame

8:00 AM-4:30 PM

Grant contract between the Metropolitan Government of Nashville and Davidson County and Black Lemonade, Contract # July 1, 2024 – June 30, 2025

# GRANT CONTRACT BETWEEN THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY AND BLACK LEMONADE

This Grant Contract issued and entered into by and between the Metropolitan Government of Nashville and Davidson County, Nashville Public Library ("Metro") on behalf of Nashville After Zone Alliance (NAZA), and **Black Lemonade**, ("Recipient"), is for the provision of free and high-quality afterschool programs, as further defined in the "SCOPE OF PROGRAM". The Recipient's annual report and audit are incorporated herein by reference.

#### A. SCOPE OF PROGRAM:

#### A.1. Schedule and Content

NAZA-funded programs will align with the Metro Schools calendar and be available to youth Monday through Thursday during the fall semester (September 3 to December 13, 2024) and spring semester (January 8 to May 9, 2025), on days when MNPS is in session. Programs should run at least for 28 weeks. *NAZA-funded programs may choose to offer longer programs*.

Please note that NAZA-funded programs will not begin before Labor Day due to unavailability of MNPS transportation.

NAZA-funded summer program with **Black Lemonade** will occur between July 1-31, 2024 and/or June 1-30, 2025. (not applicable to organizations not providing summer programming)

NAZA-funded activities should support youths' physical, social, emotional, cognitive and academic skills development, help them build purpose through learning, and have relevance to their real-life experiences. Throughout the program day, staff should intentionally infuse opportunities for youth to read, write, speak, and listen as well as allocate time for community building and reflection. When possible, programs should consider encouraging youth to be part of activity design or leading to enable them practice leadership skills. Each day should begin with check-in and snack/meals (when in person). Additional activities may be offered by the NAZA funded partner outside of this timeframe at the partner's expense, with no cost to youth and their families.

A typical program day should focus to creatively combine:

- School day supports (reading, homework, etc.)
- Enrichments (e.g. arts education; STEAM engineering challenges, service learning, etc.)
   reflecting youth voice and choice and have a learning focus, either provided by program staff or external enrichment partners.
- Focus on youth's skill building, in line with Nashville's Vision for Holistic Youth Development (curricula with activities will be available for each of the 12 skills).
- Other Experiences (e.g. physical activity, health and wellness, mental health, healthy eating
  activities, team games with rules, career exploration, field trips and other age-appropriate
  developmental activities.) that offer fun, support team and relationship building and foster holistic
  youth development.
- NAZA funds should not in any shape or form be related to any religious content or affiliation.
   NAZA-funded programs should not proselytize during their regular programming time, nor should

youth be accepted or denied based on their religious affiliation or commitment to engaging in any type of religious activities before or after NAZA programming time.

 While we encourage using various learning software and educational games to enhance youth learning, we strictly prohibit enabling access to any video games that include violence, shooting or other unwanted behaviors, especially those rated M for Mature, are of solely entertainment purposes during NAZA-funded time. Programming time should focus on young people's development.

Each after-school programming day should begin with check-in and a snack or meal. Additional activities may be offered by the funded partner outside of this timeframe at the partner's expense, with no cost to youth and their families.

Recipient must ask parents and youth (who are not participating in sports) to commit to attend regularly, on an on-going basis when program is in session, for both fall and spring semesters. Only youth who have returned a fully completed enrollment form may participate in NAZA-funded programs.

### Requirements for Programming

By initialing each item below, Recipient agrees to the following:

1. Supervision: Recipient commits to maintaining a staff; youth ratio not to exceed 1:15 at all times by establishing and maintaining a mechanism for substitutions. Youth will be supervised at all times by program staff.

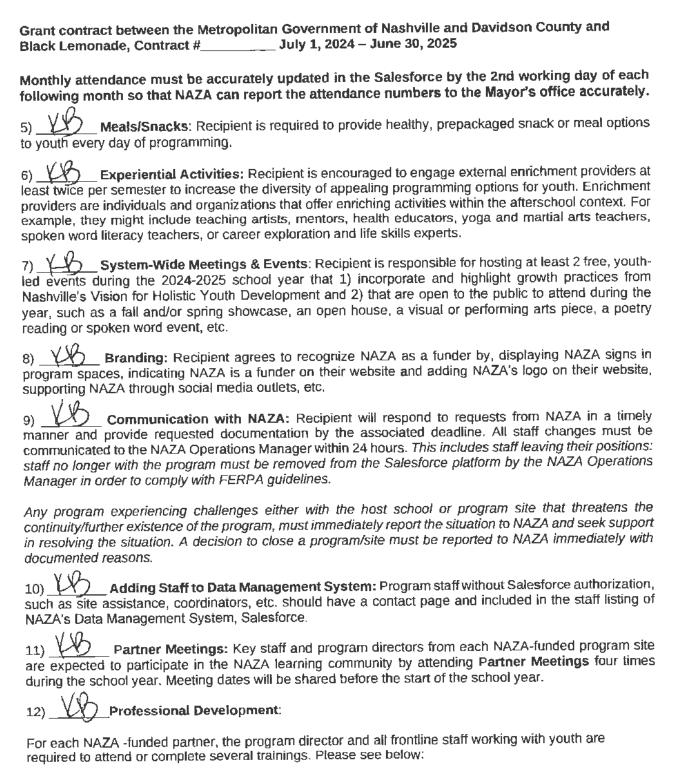
2. School Relationships: Recipient will be actively involved in communicating and collaborating with schools to enhance youth learning. They will participate in planning meetings with school principals and staff, including Community Achieves staff to help meet school outcomes and to track youth progress. Program staff will also meet with principals and school staff when needed or possible to address strategies for program recruitment, retention, and attendance tracking.

Recipient will receive space approval from school administration for programming.

3. Recruitment and Family Engagement: Recipient is responsible for recruiting youth, leading program activities, and engaging in family outreach. Recipient will promote consistent participation/retention levels by contacting each family/youth before programming begins, whenever absences begin to develop a pattern, and to confirm an exit/withdrawal if appropriate. Recipient will serve at least 90% of the youth they projected to serve.

Youth with no afterschool options should be the first priority for enrollment in NAZA-funded programs. If spots are available, youth participating in school-sponsored athletics can choose to attend school athletics as a portion of their NAZA-funded program time if they can commit to <u>partially (at least one hour per day)</u> attend NAZA-funded programming and the program has more than one staff on site. Only students participating in at least one hour of programming can benefit from a snack/meal, learning time, and transportation home and counted towards the funded slots. Only youth who have returned a fully completed enrollment form, signed by parent/guardian, may participate.

4) \_\_\_\_\_ Attendance: Recipient commits to maintain daily attendance, updating the NAZA attendance tracking tool (Salesforce) on a weekly basis (daily direct attendance taking in the Salesforce is strongly recommended); this requires a computer or any other device with internet access. Recipient staff will ensure that youth sign in with their given first and last name daily using the NAZA approved sign-in sheets to verify youth participation. The youth attendance reflected on the sign-in sheet/daily attendance log must match the attendance entered into the Salesforce platform.



Program Directors and Site Managers are required to attend the following:

- NAZA Essential Operations training
- Introduction to Positive Youth Development (PYD) training
- At least two trainings on the Growth Practices.
- Program Quality Basics (PQA Basics) either in person or online (online version is available at the partner's expense if missed scheduled training offered by NAZA)
- Any training required by MNPS for staff working in school buildings will be made available to NAZA partner staff.

Note: Program Directors and Site Managers who have successfully completed PYD in the past are exempt from retaking. The NAZA Essential Operations training will be archived and accessible online, while Introduction to Positive Youth Development will be conducted multiple times annually. Returning Program Directors and Site Coordinators who have previously completed the PQA Basics or SEL PQA will only need to redo the training every 3 years. Choosing to take SEL PQA requires a prior completion of PQA Basics.

# Program Directors and Site Managers strongly recommended trainings:

- Advanced Positive Youth Development
- Salesforce Student Management Systems
- Strategies for Employee Retention and Recruitment
- Any additional trainings offered to NAZA-funded partners supporting high-quality
  programming, as well as the achievement of their Program Improvement Plan. Returning site
  staff are encouraged to attend additional trainings that will support the program's continued
  quality improvement.
- Attend at least three professional development opportunities, in addition to other require trainings, either in-person or online, from the following: Weikart online trainings, Exploring Data Training, NAZA's Learning Management System (LMS), or NAZA Learn, Engage, Develop (L.E.D.) Conference.

For each NAZA -funded partner, front-line and part-time staff working with youth are required to attend or complete several trainings. Please see the following for requirements:

# Front-line and Part-time staff are required to attend the following trainings:

- Essential Operations training (only topics labeled and related to front-line and part-time staff)
- Positive Youth Development (new staff and staff who have not completed this requirement).
- Two (2) trainings on the Growth Practices

# Front-line and Part-time staff strongly recommended trainings:

- Advanced Positive Youth Development
- Salesforce Student Management Systems
- Strategies for Employee Retention and Recruitment
- Any additional trainings offered to NAZA-funded partners supporting high-quality
  programming, as well as the achievement of their Program Improvement Plan. Returning site
  staff are encouraged to attend additional trainings that will support the program's continued
  quality improvement.
- Attend at least three professional development opportunities, in addition to other require trainings, either in-person or online, from the following: Weikart online trainings, Exploring Data Training, NAZA's Learning Management System (LMS), or NAZA Learn, Engage, Develop (L.E.D.) Conference.



All program directors/managers and site coordinators of NAZA-funded programs will participate in the **Program Quality Improvement (PQI)** cycle. Self-assessments will be required for both fall and spring semesters. External assessments may be scheduled **p**er need and availability of external assessors.

The Youth Program Quality Improvement (YPQI) cycle is comprised of the following quality improvement activities, offered at no cost to Partners:

- a) A baseline self-assessment utilizing the Youth Program Quality Assessment (YPQA) or Social-Emotional Learning Program Quality Assessment (SEL PQA) tool. Program staff conduct pre-self-assessment of their program and enter results in YPQI's Scores Reporter.
- b) Developing and uploading a Program Improvement Plan based on the results of all available YPQA or SELPQA assessment tools (i.e. self-assessments, external assessments, and Leading Indicator Survey results).
- c) A follow-up YPQA/SEL PQA self-assessment at the end of the school year, also entered into Scores Reporter, and planning for the following fall semester based on the results of this assessment.
- d) An external assessment will be conducted by assessors trained by Weikart Center every three years for returning partners unless otherwise requested. For new partners one external assessment will be conducted annually for the for the first three years.
- e) The two assessments are reviewed to develop an understanding of how well the program is performing with regard to NAZA Quality Standards.
- f) Additionally, NAZA-funded partners are required to administer YPQI's **Leading Indicators Survey, Youth** annually in the spring semester to youth enrolled at each site to capture youth experience with the program.
- g) NAZA-funded partners are required to administer YPQI's as Leading Indicators Survey, Staff annually in the spring semester to capture the experiences of staff with the program.
- h) NAZA-funded partners are also required to administer YPQl's **Leading Indicators Survey**, **Managers** annually in the spring semester to capture the experiences of administrators with the program.
- i) NAZA-funded partners are also required to provide access to YPQI's Leading Indicators Survey, Family annually in the spring semester to attempt to capture the experiences of parents and guardians of youth in the program.
- j) NAZA partners will have access to **students' school data** through the **data-sharing agreement** between NAZA/NPL and MNPS. Partners will be required to attend two trainings <u>as soon as they become available</u> on: 1) Responsible use of data, and 2) Understanding the academic data.
- k) Partners will be required to sign the data-sharing sub-agreement (to be attached to the contract) of this document and adhere to all requirements under that document so that they can have access to student data.
- 14) Youth Survey: Recipient is required to administer a one-time Leading Indicator Survey, Youth to enrolled youth at each site in the spring semester.
- 15) Staff Survey (Director/Manager and Frontline): Recipient is required to administer a one-time Leading Indicator Survey, Staff by program staff the spring semester.
- 16) \_\_\_\_\_ Family Survey: Recipient is required to provide families access to a one-time Leading Indicator Survey, Family by program administrators the spring semester.
- 17) Compliance with MNPS Requirements: Programs offered at participating Metro schools will operate in full compliance with MNPS requirements, including covid-related procedures, liability

Grant contract bety	veen the Metropolita	n Government of I	Nashville and	Davidson	County	and
Black Lemonade, C	Contract #	July 1, 2024 - Ju	ne 30, 2025			

insurance, criminal background checks, non-discrimination, ADA, and other related standard Metro requirements, confidentiality of student records per FERPA, operation as a non-profit, and transportation policies (as appropriate).

#### Operational Policies:

Recipient will operate in full compliance with the following policies and maintain relevant documentation to verify compliance with the policies, Recipient agrees to:

- Maintain an active 501(c)(3) registration unless the applicant is a public entity.
- Maintain up-to-date certificates verifying the following insurance: commercial general liability, sexual/abuse/sexual harassment, automobile liability (if applicable) and professional liability insurance with limits not less than one million dollars each occurrence. The Recipient shall provide an updated certificate of insurance upon expiration of the current certificate.
- Nondiscrimination, which precludes Recipient from discriminating on the basis of race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability in admission, access to, or operation of programs, services, or activities. Note that Metro does not discriminate on the basis of race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability in admission to, access to, or operation of programs, services, or activities. Metro does not discriminate in hiring or employment practices.
- Follow MNPS operating procedures on verification of criminal background checks on all program staff
  and volunteers. On school grounds, the MNPS criminal background check contractor shall be used for
  employees. As long as there is no break in service with the agency, staff will not be required to be
  fingerprinted yearly. If there is any break in service at all, or if they must go through a rehiring process,
  they are required to complete a background check including fingerprinting.
- Ensure that all educational records created, disclosed or maintained pursuant to the terms of this
  contract are confidential and shall be created, disclosed and maintained pursuant to the provisions of
  the Family Educational Rights and Privacy Act (20 U.S.C.A. s #1232g), its regulations and Board of
  Education policy.
- Appropriately spend Metro dollars, document the spending, and follow Metro guidelines for allowable
  costs. Recipient is responsible for properly documenting the spending under their contracts, organizing
  the documentation separately by year, and storing that documentation for three years for auditing
  purposes. The documents must be readily available for a Metro Audit.
- Meet NAZA's Minimum Quality Standards (see Annex 4) and maintain relevant documentation to verify compliance with the policies.
- Meet the 2024-2025 Performance Indicators specific to the Recipient (see Annex 6).
- Maintain accurate youth enrollment forms (Annex 7) and ensure that all youth have enrollment forms signed before they accept a youth into their program. Enrollment forms, as well as evidence to back up outputs and outcomes cited in narrative reports, must be maintained by the Recipient and stored for three years for auditing purposes. The documents must be readily available any time that the Metro requests them, including as part of an Audit.

Enrollment forms must be fully completed and accurate. Forms should include legitimate first and last names youth, their birthdates, student ID numbers, names of legal guardians and emergency contacts, and accurate addresses, phone numbers, e-mails and medical information (as needed) among other information pieces.

In summary, the Recipient will commit to the following:

- Delivering quality afterschool (and summer, if chosen) programming for the fall and spring semesters in locations identified in Annex 8, aligned with MNPS scheduling;
- Submitting daily attendance using the NAZA attendance tracking tool, keeping all data updated on a weekly basis, along with all supporting documentation. Ensure monthly attendance updates are in the system by the second working day of each month;
- Serving at least 90 percent of the number of youth the Agency projected to serve for the 2024-2025 school year, reflecting ongoing youth recruitment activities, engaging programming, and strong communications with the school community; and
- 4. Full implementation of program quality requirements, including administration of the youth survey.

Violation or breach of this scope may result in <u>Corrective Action</u>. Continued violation could result in termination of the contract.

- A.2. The Recipient must spend these funds consistent with the Grant Budget, attached and incorporated herein as **Annex 3**. The Recipient must collect data to evaluate the effectiveness of their services and must provide those results to Metro upon request.
- A.3. The Recipient will only utilize these funds for services the Recipient provides to **documented** residents of Davidson County. Documentation of residency may be established with a recent utility bill; voter's registration card; driver's license or other government issued-ID; current record from a school showing address; affidavit by landlord; or affidavit by a nonprofit treatment, shelter, half-way house, or homeless assistance entity located within Davidson County. Recipient agrees that it will not use Metro funding for services to non-Davidson County residents.
- A.4. Additionally, the Recipient must collect data on the primary county of residence of the clients it serves and provide that data to Metro upon request.

#### B. GRANT CONTRACT TERM:

- B.1. **Grant Contract Term.** The term of this Grant will be twelve (12) months, commencing on July 1, 2024 and ending on June 30, 2025. Metro will have no obligation for services rendered by the Recipient that are not performed within this term.
- B.2. Extendable Grants. This grant may be extended by 12 months, not exceed 60 months (with 12-month terms each time upon annual approval/availability of NAZA funds). To be considered for extension, Recipients must meet the following conditions:
  - NAZA funded-partner for 5 years with no contract disruption or corrective action plan within the past 12 months;
  - Exhibit low-risk on Metro Risk Assessment tool;
  - Present annual audit covering the past 12 months, as of May 1st of the current year;
  - Pass annual compliance checks;
  - Meet performance indicators set in the contract.

Upon meeting all of the criteria above a grant contract extension may be offered annually through a contract amendment process.

# C. PAYMENT TERMS AND CONDITIONS:

Grant contract between the Metropolitan Government of Nashville and Davidson County and Black Lemonade, Contract #\_\_\_\_\_\_ July 1, 2024 – June 30, 2025

C.1. Maximum Liability. In no event will Metro's maximum liability under this Grant Contract exceed \$278,260 (92 slots for afterschool, 60 slots for summer). The Grant Budget will constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient's obligations hereunder. The Grant Budget line items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Recipient.

Subject to modification and amendments as provided in section D.2 of this agreement, this amount will constitute the Grant Amount and the entire compensation to be provided to the Recipient by Metro.

- C.2. Use of Funds. NAZA funds may be used for educational purposes only; organizations funded by NAZA must not promote religious practices nor proselytize during programming time. Such activities may be offered by funded partners outside of their NAZA-funded program time. However, MNPS transportation and other NAZA resources will not be available, and youth who do not wish to participate must not be penalized in any way.
- C.3 **Payment Methodology.** The Recipient will only be compensated for actual costs based upon the Grant Budget and reconciliation reports, not to exceed the maximum liability established in Section C.1.

Recipient can expect to receive three payments during the contracted year. Each payment will be received no later than 30 days from the invoice date of the finalized and NAZA approved statement.

First invoice may include up to 50% of the total awarded amount as an advance request to enable programs to procure necessary supplies for beneficiary youth and hire qualified staff to enable proper programming from the beginning of the year.

The first invoice will be processed after the contract is filed with Metro Clerk and within 30 days from the date of the finalized and approved invoice receipt by NAZA.

The second invoice of up to 40% of the total awarded amount will be processed based on the actual expenditures of the programs. The invoice must be submitted by January  $15^{10}$  along with the second scheduled expenditure report.

The third and final invoice of up to 10% of the total awarded amount will be processed upon the receipt of the Year-End narrative and expenditure report due July 10<sup>th</sup>. Any invoice not received by the deadline date will not be processed and all remaining grant funds will expire. This final payment will equal the total actual spending for the contract year and cannot exceed the approved awarded amount. No invoice for 2024-2025 school year will be processed after July 10, 2025.

All actually reported expenditures must have backup documentation filed at the recipient organization for Metro Audit.

if the contract is terminated earlier or any funds remain unspent based on the reports, the unspent amounts will be returned to Metro.

Recipient must send all invoices to:

Nashville After Zone Alliance 615 Church St, Nashville, TN 37219 or emailed to <u>Tenz.Fahmy@nashville.gov</u>

#### C.4. Reporting

**Expenditure Report.** All Recipients will submit quarterly expenditure reports. Report templates will be provided by NAZA.

All grantees must submit expenditure reports four times a year to reconcile grant receipts with grant revenues. NAZA will monitor fund recipients for compliance with reporting requirements. Failure to comply with the reporting requirements would constitute a violation of the grant contract. The expenditure reports format is shown on Annex 2 attached to this contract. The quarterly expenditure reports are due on the 15<sup>th</sup> of October, January, and April, with the final report due July 10, 2025.

Said report must be in form and substance acceptable to Metro and must be prepared by a Certified Public Accounting Firm or the Chief Financial Officer of the Recipient Organization.

### **Program Report**

All grantees must submit programmatic report once a year to explain how the grant has been used on behalf of the citizens of Davidson County. The report is due on July 10, 2025.

Failure to comply with the program reporting requirements would constitute a violation of the grant contract. NAZA will provide the template during the year.

- C.5. Payment of Invoice. The payment of any invoice by Metro will not prejudice Metro's right to object to the invoice or any other related matter. Any payment by Metro will neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs included therein.
- C.6. Unallowable Costs. The Recipient's invoice may be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by Metro, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs. Utilization of Metro funding for services to non-Davidson County residents is not allowed.
- C.7. Deductions. Metro reserves the right to adjust any amounts which are or become due and payable to the Recipient by Metro under this or any Contract by deducting any amounts which are or become due and payable to Metro by the Recipient under this or any Contract.
- C.8. Travel Compensation. Payment to the Recipient for travel, meals, or lodging is subject to amounts and limitations specified in Metro's Travel Regulations and subject to the Grant Budget.
- C.9. Electronic Payment. Metro requires as a condition of this contract that the Recipient have on file with Metro a completed and signed "ACH Form for Electronic Payment". If Recipient has not previously submitted the form to Metro or if Recipient's information has changed, Recipient will have thirty (30) days to complete, sign, and return the form. Thereafter, all payments to the Recipient, under this or any other contract the Recipient has with Metro, must be made electronically.

### D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. Metro is not bound by this Grant Contract until it is approved by the appropriate Metro representatives as indicated on the signature page of this Grant.
- D.2. **Modification and Amendment.** This Grant Contract may be modified only by a written amendment that has been approved in accordance with all Metro procedures and by appropriate legislation of the Metropolitan Council.
- D.3. **Termination for Cause.** Metro shall have the right to terminate this Grant Contract immediately if Metro determines that Recipient, its employees or principals have engaged in conduct or violated

any federal, state or local laws which affect the ability of Recipient to effectively provide services under this Grant Contract. Should the Recipient fail to properly perform its obligations under this Grant Contract or if the Recipient violates any terms of this Grant Contract, Metro will have the right to immediately terminate the Grant Contract and the Recipient must return to Metro any and all grant monies for services or programs under the grant not performed as of the termination date. The Recipient must also return to Metro any and all funds expended for purposes contrary to the terms of the Grant Contract. Such termination will not relieve the Recipient of any liability to Metro for damages sustained by virtue of any breach by the Recipient.

- D.4. **Termination—Notice.** Metro may terminate this Grant Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the Recipient. Metro shall give the Recipient at least thirty (30) days written notice before the effective termination date.
- D.5. Termination –Funding. This Grant Contract is subject to the appropriation and availability of local, State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, Metro shall have the right to terminate this Grant Contract immediately upon written notice to the Recipient. Upon receipt of the written notice, the Recipient shall cease all work associated with this Grant Contract on or before the effective termination date specified in the written notice. Should such an event occur, the Recipient shall be entitled to compensation for all satisfactory and authorized services completed as of the effective termination date. The Recipient shall be responsible for repayment of any funds already received in excess of satisfactory and authorized services completed as of the effective termination date.
- D.6. Subcontracting. The Recipient may not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of Metro. Notwithstanding any use of approved subcontractors, the Recipient will be considered the prime Recipient and will be responsible for all work performed.
- D.7. Conflicts of Interest. The Recipient warrants that no part of the total Grant Amount will be paid directly or indirectly to an employee or official of Metro as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Recipient in connection with any work completed or performed relative to this Grant Contract.
- D.8. Nondiscrimination. The Recipient hereby agrees, warrants, and assures that no person will be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Recipient on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification which is in violation of applicable laws. The Recipient must, upon request, show proof of such nondiscrimination and must post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.9. Records. The Recipient must maintain documentation for all charges to Metro under this Grant Contract. The books, records, and documents of the Recipient, insofar as they relate to work performed or money received under this Grant Contract, must be maintained for a period of three (3) full years from the date of the final payment or until the Recipient engages a licensed independent public accountant to perform an audit of its activities. The books, records, and documents of the Recipient insofar as they relate to work performed or money received under this Grant Contract are subject to audit at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. Records must be maintained in accordance with the standards outlined in the Non-Profit Grants Manual. The financial statements must be prepared in accordance with generally accepted accounting principles.
- D.10. Monitoring. The Recipient's activities conducted and records maintained pursuant to this Grant Contract are subject to monitoring and evaluation by The Metropolitan Office of Financial Accountability or Metro's duly appointed representatives. The Recipient must make all audit,

accounting, or financial records, notes, and other documents pertinent to this grant available for review by the Metropolitan Office of Financial Accountability, Internal Audit or Metro's representatives, upon request, during normal working hours.

- D.11. **Narrative Reporting.** The Recipient must submit a <u>Year-End Program Report</u>, to be received by July 10th, Said report shall detail the outcome of the activities funded under this Grant Contract.
- D.12. **Financial Reporting.** The Recipient must submit quarterly expenditure report for the 2024-2025 programming year to reconcile grant receipts with grant revenues. Reports must be received no later than the 15<sup>th</sup> day of October, January, and April and July 10 of FY '25 (July 1, 2024 June 30, 2025).
- D.13. Strict Performance. Failure by Metro to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement is not a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract is considered to be waived, modified, or deleted except by a written amendment by the appropriate parties as indicated on the signature page of this Grant.
- D.14. **Insurance.** The Recipient agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all applicable taxes incident to this Grant Contract.

### D.14.1 Proof of Insurance

During the term of this Contract, for any and all awards, CONTRACTOR shall, at its sole expense, obtain and maintain in full force and effect for the duration of this Contract, including any extension, the types and amounts of insurance identified below by a checked box. Proof of insurance shall be required naming METRO as additional insured and identifying the Purchase Order on the Acord document.

### D.14.2 General Liability Insurance

In the amount of one million (\$1,000,000.00) dollars

### D.14.3 Automobile Liability Insurance

In the amount of one million (\$1,000,000.00) dollars (if vendor will be making on-site deliveries)

### D.14.4 Worker's Compensation Insurance

With statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand (\$100,000.00) dollars, as required by the laws of Tennessee (Not required for companies with fewer than five (5) employees).

### D.14.5 Sexual Molestation and Abuse Insurance

In the amount of one million (\$1,000,000.00) dollars.

### D.14.6 Such insurance shall:

Contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

For any claims related to this agreement, CONTRACTOR'S insurance coverage shall be primary insurance as respects METRO, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering METRO, its officials, officers, employees, and volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it.

Automotive Liability Insurance including vehicles owned, hired, and non-owned. Said insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of CONTRACTOR.

Worker's Compensation (if applicable), CONTRACTOR shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance. CONTRACTOR shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by CONTRACTOR'S workers' compensation insurance coverage.

### D.14.7

Prior to commencement of services, CONTRACTOR shall furnish METRO with original certificates and amendatory endorsements affecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to:

DEPARTMENT OF LAW INSURANCE AND RISK MANAGEMENT METROPOLITAN COURTHOUSE, SUITE 108 PO BOX 196300 NASHVILLE, TN 37219-6300

Provide certified copies of endorsements and policies if requested by METRO in lieu of or in addition to certificates of insurance.

Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services. Maintain such insurance from the time services commence until services are completed and attach the certificates of insurance in the METRO system. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by METRO as a material breach of contract.

Place such insurance with insurer licensed to business in Tennessee and having A.M. Best Company ratings of no less than A-. Modification of this standard may be considered upon appeal to the METRO Director of Risk Management Services.

Require all subcontractors to maintain during the term of the agreement Commercial General Liability insurance, Business Automobile Liability insurance, and Worker's Compensation/Employers Liability insurance (unless subcontractor's employees are covered by CONTRACTOR'S insurance) in the same manner as specified for CONTRACTOR. CONTRACTOR shall file subcontractor's certificates of insurance in METRO's system.

Any deductibles and/or self-insured retentions greater than \$10,000.00 must be disclosed to and approved by METRO prior to the commencement of services.

If the CONTRACTOR has or obtains primary or excess policy(ies), there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.

- D.15. Metro Liability. Metro will have no liability except as specifically provided in this Grant Contract.
- D.16. Independent Contractor. Nothing herein will in any way be construed or intended to create a partnership or joint venture between the Recipient and Metro or to create the relationship of

Grant contract between the Metropolitan Government of Nashville and Davidson County and Black Lemonade, Contract # July 1, 2024 – June 30, 2025

principal and agent between or among the Recipient and Metro. The Recipient must not hold itself out in a manner contrary to the terms of this paragraph. Metro will not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.

### D.17. Indemnification and Hold Harmless.

- (a) Recipient agrees to indemnify, defend, and hold harmless Metro, its officers, agents and employees from any claims, damages, penalties, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Recipient, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract, and any claims, damages, penalties, costs and attorney fees arising from any failure of Recipient, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- (b) Metro will not indemnify, defend or hold harmless in any fashion the Recipient from any claims, regardless of any language in any attachment or other document that the Recipient may provide.
- (c) Recipient will pay Metro any expenses incurred as a result of Recipient's failure to fulfill any obligation in a professional and timely manner under this Contract.
- (d) Recipient's duties under this section will survive the termination or expiration of the grant.
- D.18. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party. Except as provided in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a breach under this Grant Contract. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. Recipient will promptly notify Metro within forty-eight (48) hours of any delay caused by a Force Majeure Event and will describe in reasonable detail the nature of the Force Majeure Event.
- D.19. State, Local and Federal Compliance. The Recipient agrees to comply with all applicable federal, state and local laws and regulations in the performance of this Grant Contract. Metro shall have the right to terminate this Grant Contract at any time for failure of Recipient to comply with applicable federal, state or local laws in connection with the performance of services under this Grant Contract.
- D.20. Governing Law and Venue. The validity, construction and effect of this Grant Contract and any and all extensions and/or modifications thereof will be governed by and construed in accordance with the laws of the State of Tennessee. The venue for legal action concerning this Grant Contract will be in the courts of Davidson County, Tennessee.
- D.21. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.22. **Headings.** Section headings are for reference purposes only and will not be construed as part of this Grant Contract.
- D.23. Metro Interest in Equipment. The Recipient will take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided

under this Grant Contract, subject to Metro's equitable interest therein, to the extent of its *pro rata* share, based upon Metro's contribution to the purchase price. "Equipment" is defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$5,000.00.

The Recipient agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at any time during the term of the Grant Contract, the Recipient must request written approval from Metro for any proposed disposition of equipment purchased with Grant funds. All equipment must be disposed of in such a manner as parties may agree as appropriate and in accordance with any applicable federal, state or local laws or regulations.

- D.24. Assignment—Consent Required. The provisions of this contract will inure to the benefit of and will be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Recipient under this contract, neither this contract nor any of the rights and obligations of Recipient hereunder may be assigned or transferred in whole or in part without the prior written consent of Metro. Any such assignment or transfer will not release Recipient from its obligations hereunder. Notice of assignment of any rights to money due to Recipient under this Contract must be sent to the attention of the Metro Department of Finance.
- Gratuities and Kickbacks. It will be a breach of ethical standards for any person to offer, give or D.25. agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparations of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It will be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from participation in Metropolitan Government contracts.
- D.26. Communications and Contacts. All instructions, notices, consents, demands, or other communications from the Recipient required or contemplated by this Grant Contract must be in writing and must be made by facsimile transmission, or by first class mail, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

### Metro

For contract-related matters: Nashville Public Library NAZA Communications Manager 615 Church Street Nashville, TN 37219 (615) 862-5894 For inquiries regarding invoices: Nashville Public Library NAZA Procurement Officer 615 Church Street Nashville, TN 37219 615-862-5800 ext. 73731

Recipient

Kaymi Butler, Founder, CEO Black Lemonade 100 Powell Place #1024 Nashville, TN 37204 615-200-7351

- D.27. Lobbying. The Recipient certifies, to the best of its knowledge and belief, that:
  - a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Recipient must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - c. The Recipient will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all subcontractors of federally appropriated funds shall certify and disclose accordingly.
- D.28. Certification Regarding Debarment and Convictions.
  - Recipient certifies that Recipient, and its current and future principals:
    - are not presently debarred, suspended, or proposed for debarment from participation in any federal or state grant program;
    - have not within a three (3) year period preceding this Grant Contract been convicted of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) grant;
    - ii. have not within a three (3) year period preceding this Grant Contract been convicted of embezzlement, obstruction of justice, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
    - iii. are not presently indicted or otherwise criminally charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in sections D,25(a)(ii) and D.25(a)(iii) of this certification.
  - b. Recipient shall provide immediate written notice to Metro if at any time Recipient learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals fall under any of the prohibitions of Section D.25(a).

D.29. Effective Date. This contract will not be binding upon the parties until it has been signed first by the Recipient and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this contract will be effective as of the date first written above.

### **Annexes**

The following annexes constitute part of this contract:

Annex 1 – Metro Invoice Template Annex 5 – Partner Data-Sharing Sub-Agreement

Annex 2 – Expenditure Report Template

Annex 6 – Performance Indicators

Annex 3 – Budget Annex 7 – Enrollment forms

<u>Annex 4</u> – Minimum Standards for NAZA funding <u>Annex 8</u> – Program site/s

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Grant contract between the Metropolitan Government Black Lemonade, Contract # July 1	nment of Nashville and Davidson County and , 2024 – June 30, 2025
	d.
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:	RECIPIENT: Black Lemonade
APPROVED AS TO AVAILABILITY OF FUNDS:	By (Signature): August 1990
Kevin Crumbo/mjw	Authorized Officer Name: KONMI VSuHer
Director of Finance	Title: Founder and CEO
	Sworn to and subscribed to before me a Notary Public this 22 day of, 20224
APPROVED AS TO RISK AND INSURANCE:	Notary Public
Balogun Cobb  Director of Insurance	
Director of Insurance	
APPROVED AS TO FORM AND LEGALITY:	Q. SIMMO
Matthew Garth	STATE TO
Metropolitan Attorney	TENNESSEE INCTARY PUBLIC
	THAM GOS
FILED IN THE OFFICE OF THE CLERK;	
Metropolitan Clerk	-
	My Commission expires 3-22-27
NASHVILLE PUBLIC LIBRARY	
DocuSigned by	
Tim luke 5/29/2024	
Interim Library Director	_

	Funds For FY 2025	Program	
DRGANIZATION NAME	Black Lemonade	CONTRACT # (Office Use):	
PROGRAM NAME	Black Lemonade	START DATE: 7/1/24	
ADDRESS CITY, STATE & ZIP	100 Powell Place #1024 Nashville, TN 37204	END DATE:         6/30/25           CONTACT PERSON         Kaymi Butler	
EDERAL ID # (EIN)	86-2976641	CONTACT TELEPHONE (615) 200-7351	
COST CATEGORIES	TOTAL BUDGET REQUEST	BUDGET EXPLANATION/DETAILS	
After-School Programs		After-school program starts 09/06/2022   Per slot rate for afterschool is \$1355	
		Afterschool August 2024– May 2025 M-Thurs Lead Coordinator (1) x 280hrs x \$22/hr = \$6,160 Site Coordinator(4) x 280hrs x \$20/hr= \$22,400	
Salaries and Wages	86,582.00	M-Fri Administrative Assistant(1) x 750hrs x 20/hr M-F \$15000 CEO(1) x 1200hrs x \$35/hr = 42,000	
Benefits and Taxes Total Personnel Expenses	12,000.00 98,582.00	Payroll taxes for all staff, TN tax and SUI rate	
	,		
Office Supplies	1,500.00	ink, paper, pens, wifi  Procare system for parents -89/mo, email platform \$15.73/ month, Google voice \$13	
Communications		month, social media marketing \$50/month, 100/month for mail service/meetings	
Postage and Shipping	50.00	postage	
Occupancy	3,500.00	Storage unit costs = \$350/mo	
Equipment Rental and Maintenance Printing and Publications	5,500.00	Video publications for our youth (Thanksgiving, Christmas, Valentine's day events)	
Travel/Conferences & Meetings	10,000.00	National Diversity Conferece for 3 attendees, average cost is 10,000 per guest.	
Insurance Direct youth costs (learning supplies, learning	800.00	90 youth - DEI Workbook, Thanksgiving/Christmas/Valentine's day Events, backpac	
software, programs, games, food, etc.)	16,050.00	school supplies	
Afterschool/summer transportation	6,500.00	Transportation to events and showcases \$500 per trip Transportation 7500	
Field Trips	11,088.00	Transportation 7 500 Urban Air or TopGolf- 2300 Slim N Huskys - 1288 African American Museum/Frist- Free	
Professional Fees/Enhancement partners	11,020.00	Three published youth books (1740 per) -5220 PnB Boxing (\$25 per student) - 2300 Etiquette (\$200 per school) - 1000 other- student selected- (500 per) 2500	
Other Non-Personnel			
Indirect Cost	0.00	Parners can choose to budget either separate line items above or request an indirect of up to 20% of their total budget. The Indirect cost requests must be accompanied lagency's cost allocation blan.	
Total Non-personnel	68,508.00	agency's cost allocation plan.	
Afterschool sub-total	167,090.00		
Summer Programs		Summer program funded in this cycle is July 1-31,2022 and June 1- 30, 2023   slot rate for summer to be calculated at \$8 an hour per slot. Maximum cost pe	
		Certified Teachers (3) x 80 x \$20/hr = 4800 8:30am-4pm M-F	
		Cartifled Teachers (3) x 80 x \$20hr = 4800   R.30am-4pm MF   R.30am Apm Apm MF   R.30am Apm Apm Apm Apm Apm Apm Apm Apm Apm Ap	
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Jenefits and Taxes  Total Personnel Expenses  Diffice Supplies  Communications  Postage and Shipping Decupancy Equipment Rental and Maintenance  Printing and Publications  Travel/Conferences & Meetings Insurance  Direct youth costs (learning supplies, learning software, programs, games, food, etc.)  Transportation  Field Trips  Professional Fees/Enhancement partners  Diter Non-Personnel  Indirect Cost  Total Non-personnel	6.000.00 53,820.00 1,000 600.00 50.00 2,000.00 4,300.00 600.00 5,000.00 5,000.00 5,000.00 5,000.00	8-30am-Apm NAF Camp Counselor (3) x 140 x \$18/hr = 7560 Camp Coordinator (1) x 200 x \$22/hr up to 40 hours a week = 4400 Executive Director (1) x 200 x \$22/hr up to 40 hours a week = 7000 Summer June 2026 7-30am-12-30/m M-Tuns Certified Teachers (3) x 80 x \$20/hr = 4800 8-30am-4pm NF (3) x 140 x \$18/hr = 7560 Camp Counselor (3) x 140 x \$18/hr = 7560 Camp Counselor (3) x 140 x \$18/hr = 7560 Camp Counselor (1) x 200 x \$22/hr up to 40 hours a week = 4400 Executive Director (1) x 200 x \$32/hr 40 hours a week = 7000  Secutive Director (1) x 200 x \$32/hr 40 hours a week = 7000  Secutive Director (1) x 200 x \$35/hr 40 hours a week = 7000  Secutive Director (1) x 200 x \$35/hr 40 hours a week = 7000  Procare system for parents 89/mo, email platform \$15.73/month, Google voice \$13. month, social media marketing \$50/month, 100/month for mail service/meetings postage Storage rental and Summer Camp rental  Fivers, Summer and Afterschool publications  SEL Conference - \$2500 1 participant from this grant 1/1 Conference - \$1800 1 participant from this grant 1/2 Conference - \$2500 1 participant from this grant 1/3 Conference - \$2500 1 participant from this grant 1/3 Conference - \$2500 1 participant from this grant 1/4 Conference - \$2500 1 participant from this grant 1/4 Conference - \$2500 1 participant from this grant 1/4 Conference - \$2500 1 participant from this grant 1/4 Conference - \$2500 1 participant from this grant 1/4 Conference - \$2500 1 participant from this grant 1/4 Conference - \$2500 1 participant from this grant 1/4 Conference - \$2500 1 participant from this grant 1/4 Conference - \$2500 1 participant from this grant 1/4 Conference - \$2500 1 participant from this grant 1/4 Conference - \$2500 1 participant from this grant 1/4 Conference - \$2500 1 participant from this grant 1/4 Conference - \$2500 1 participant from this grant 1/4 Conference - \$2500 1 participant from this grant 1/4 Conference - \$2500 1 participant from this grant 1/4 Conference - \$2500 1 participant from this grant 1/4 Conference - \$2500 1 participan	
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NAZA Annex 8 - 2024-2025 Finalized Entries

Response ID: 17266

Submitted Date: 2024-05-29 17:20:34 Completion Time: 56 min. 35 sec.

Name of Organization **Black Lemonade** 

Days of Week of Afterschool Program

4 days per week

Afterschool site plan

**School Site** 

Are you conducting summer programming?

Yes

Afterschool Program Name

**Black Lemonade** 

Name of School Site Location

**Two Rivers Middle School** 

Address of School Program Site

2991 McGavock Pk, Nashville, TN 37214

School Partnership Level

**Renewing Partnership** 

Number of youths targeted for site

25

Type of transportation needed?

**MNPS Evening Bus** 

Name of School Site Location

**Antioch Middle School** 

Address of School Program Site

5050 Blue Hole Rd, Antioch, TN 37013

School Partnership Level

**Renewing Partnership** 

Number of youths targeted for site

**25** 

Type of transportation needed?

### **MNPS Evening Bus**

Name of School Site Location

McKissack Middle School

Address of School Program Site

915 38th Ave N, Nashville, TN 37209

School Partnership Level

**Renewing Partnership** 

Number of youths targeted for site

**15** 

Type of transportation needed?

**MNPS Evening Bus** 

Name of School Site Location

**Oliver Middle School** 

Address of School Program Site

6211 Nolensville Pk, Nashville, TN 37211

School Partnership Level

**New Partnership** 

Number of youths targeted for site

**12** 

Type of transportation needed?

**MNPS Evening Bus** 

Name of School Site Location

**DuPont Tyler Middle School** 

Address of School Program Site

431 Tyler Dr, Hermitage, TN 37076

School Partnership Level

**New Partnership** 

Number of youths targeted for site

**15** 

Type of transportation needed?

**MNPS Evening Bus** 

### **Black Lemonade**

Name of Summer Site Location

St. James Missionary Baptist Church

**Summer Location address** 

600 28th ave N 37209

Number of summer youth targeted for site (If applicable, include total for July 2024 & June 2025)

**60** 

Proposed months of Summer programming

### **Both**

Will the organization's July 2024 and June 2025 programming have different timeframes?  $\mathbf{No}$ 

Weeks of Programming

8 weeks

Days per Week of Summer Program

5 days per week

Hours per Day

8 hours

Programming Time Frame

8am-4pm

# GRANT CONTRACT BETWEEN THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY AND CARNEGIE WRITERS

This Grant Contract issued and entered into by and between the Metropolitan Government of Nashville and Davidson County, Nashville Public Library ("Metro") on behalf of Nashville After Zone Alliance (NAZA), and Carnegie Writers, ("Recipient"), is for the provision of free and high-quality afterschool programs, as further defined in the "SCOPE OF PROGRAM". The Recipient's annual report and audit are incorporated herein by reference.

### A. SCOPE OF PROGRAM:

### A.1. Schedule and Content

NAZA-funded programs will align with the Metro Schools calendar and be available to youth Monday through Thursday during the fall semester (September 3 to December 13, 2024) and spring semester (January 8 to May 9, 2025), on days when MNPS is in session. Programs should run at least for 28 weeks. NAZA-funded programs may choose to offer longer programs.

Please note that NAZA-funded programs will not begin before Labor Day due to unavailability of MNPS transportation.

NAZA-funded summer program with Carnegie Writers will occur between July 1-31, 2024 and/or June 1-30, 2025. (not applicable to organizations not providing summer programming)

NAZA-funded activities should support youths' physical, social, emotional, cognitive and academic skills development, help them build purpose through learning, and have relevance to their real-life experiences. Throughout the program day, staff should intentionally infuse opportunities for youth to read, write, speak, and listen as well as allocate time for community building and reflection. When possible, programs should consider encouraging youth to be part of activity design or leading to enable them practice leadership skills. Each day should begin with check-in and snack/meals (when in person). Additional activities may be offered by the NAZA funded partner outside of this timeframe at the partner's expense, with no cost to youth and their families.

A typical program day should focus to creatively combine:

- School day supports (reading, homework, etc.)
- Enrichments (e.g. arts education; STEAM engineering challenges, service learning, etc.)
   reflecting youth voice and choice and have a learning focus, either provided by program staff or external enrichment partners.
- Focus on youth's skill building, in line with Nashville's Vision for Holistic Youth Development (curricula with activities will be available for each of the 12 skills).
- Other Experiences (e.g. physical activity, health and wellness, mental health, healthy eating
  activities, team games with rules, career exploration, field trips and other age-appropriate
  developmental activities.) that offer fun, support team and relationship building and foster holistic
  youth development.
- NAZA funds should not in any shape or form be related to any religious content or affiliation.
   NAZA-funded programs should not proselytize during their regular programming time, nor should

youth be accepted or denied based on their religious affiliation or commitment to engaging in any type of religious activities before or after NAZA programming time.

 While we encourage using various learning software and educational games to enhance youth learning, we strictly prohibit enabling access to any video games that include violence, shooting or other unwanted behaviors, especially those rated M for Mature, are of solely entertainment purposes during NAZA-funded time. Programming time should focus on young people's development.

Each after-school programming day should begin with check-in and a snack or meal. Additional activities may be offered by the funded partner outside of this timeframe at the partner's expense, with no cost to youth and their families.

Reciplent must ask parents and youth (who are not participating in sports) to commit to attend regularly, on an on-going basis when program is in session, for both fall and spring semesters. Only youth who have returned a fully completed enrollment form may participate in NAZA-funded programs.

### Requirements for Programming

they projected to serve.

nequirements for Programming
By initialing each item below, Recipient agrees to the following:
1. Supervision: Recipient commits to maintaining a staff: youth ratio not to exceed 1:15 at at times by establishing and maintaining a mechanism for substitutions. Youth will be supervised at all times by program staff.
School Relationships: Recipient will be actively involved in communicating and collaborating with schools to enhance youth learning. They will participate in planning meetings with school principals and staff, including Community Achieves staff to help meet school outcomes and to track youth progress Program staff will also meet with principals and school staff when needed or possible to address strategies for program recruitment, retention, and attendance tracking.
Recipient will receive space approval from school administration for programming.
3. Recruitment and Family Engagement: Recipient is responsible for recruiting youth, leading program activities, and engaging in family outreach. Recipient will promote consistent participation/retention

Youth with no afterschool options should be the first priority for enrollment in NAZA-funded programs. If spots are available, youth participating in school-sponsored athletics can choose to attend school athletics as a portion of their NAZA-funded program time if they can commit to <u>partially (at least one hour per day)</u> attend NAZA-funded programming and the program has more than one staff on site. Only students participating in at least one hour of programming can benefit from a snack/meal, learning time, and transportation home and counted towards the funded slots. Only youth who have returned a fully completed enrollment form, signed by parent/guardian, may participate.

levels by contacting each family/youth before programming begins, whenever absences begin to develop a pattern, and to confirm an exit/withdrawal if appropriate. Recipient will serve at least 90% of the youth

4) Attendance: Recipient commits to maintain daily attendance, updating the NAZA attendance tracking tool (Salesforce) on a weekly basis (daily direct attendance taking in the Salesforce is strongly recommended); this requires a computer or any other device with internet access. Recipient staff will ensure that youth sign in with their given first and last name daily using the NAZA approved sign-in sheets to verify youth participation. The youth attendance reflected on the sign-in sheet/daily attendance log must match the attendance entered into the Salesforce platform.

Camegie Writers, Contract #	politan Government of Nashville and Davidson County and July 1, 2024 – June 30, 2025
Monthly attendance must be accur following month so that NAZA can	rately updated in the Salesforce by the 2nd working day of each report the attendance numbers to the Mayor's office accurately.
5) Meals/Snacks: Recipie to youth every day of programming.	ent is required to provide healthy, prepackaged snack or meal options
providers are individuals and organization	: Recipient is encouraged to engage external enrichment providers at the diversity of appealing programming options for youth. Enrichment ations that offer enriching activities within the afterschool context. For g artists, mentors, health educators, yoga and martial arts teachers, eer exploration and life skills experts.
led events during the 2024-2025 so Nashville's Vision for Holistic Youth I	s & Events: Recipient is responsible for hosting at least 2 free, youth- chool year that 1) incorporate and highlight growth practices from Development and 2) that are open to the public to attend during the owcase, an open house, a visual or performing arts piece, a poetry
B) Branding: Recipient ag program spaces, indicating NAZA is supporting NAZA through social medi	grees to recognize NAZA as a funder by, displaying NAZA signs in a funder on their website and adding NAZA's logo on their website, is outlets, etc.
manner and provide requested docu communicated to the NAZA Operation	NAZA: Recipient will respond to requests from NAZA in a timely umentation by the associated deadline. All staff changes must be as Manager within 24 hours. This includes staff leaving their positions: It be removed from the Salesforce platform by the NAZA Operations (PA guidelines.)
continuity/further existence of the prog	es either with the host school or program site that threatens the gram, must immediately report the situation to NAZA and seek support to close a program/site must be reported to NAZA immediately with
10) Adding Staff to Data M such as site assistance, coordinators, NAZA's Data Management System, S	lanagement System: Program staff without Salesforce authorization, etc. should have a contact page and included in the staff listing of alesforce.
are expected to participate in the NA	y staff and program directors from each NAZA-funded program site ZA learning community by attending <b>Partner Meetings</b> four times will be shared before the start of the school year.
12) Professional Developm	nent:
For each NAZA -funded partner, the p	rogram director and all frontline staff working with youth are

Program Directors and Site Managers are required to attend the following:

NAZA Essential Operations training

- Introduction to Positive Youth Development (PYD) training
- At least two trainings on the Growth Practices.
- Program Quality Basics (PQA Basics) either in person or online (online version is available at the partner's expense if missed scheduled training offered by NAZA)
- Any training required by MNPS for staff working in school buildings will be made available to NAZA partner staff.

Note: Program Directors and Site Managers who have successfully completed PYD in the past are exempt from retaking. The NAZA Essential Operations training will be archived and accessible online, while Introduction to Positive Youth Development will be conducted multiple times annually. Returning Program Directors and Site Coordinators who have previously completed the PQA Basics or SEL PQA will only need to redo the training every 3 years. Choosing to take SEL PQA requires a prior completion of PQA Basics.

### Program Directors and Site Managers strongly recommended trainings:

- Advanced Positive Youth Development
- Salesforce Student Management Systems
- Strategies for Employee Retention and Recruitment
- Any additional trainings offered to NAZA-funded partners supporting high-quality programming, as well as the achievement of their Program Improvement Plan. Returning site staff are encouraged to attend additional trainings that will support the program's continued quality improvement.
- Attend at least three professional development opportunities, in addition to other require trainings, either in-person or online, from the following: Weikart online trainings, Exploring Data Training, NAZA's Learning Management System (LMS), or NAZA Learn, Engage, Develop (L.E.D.) Conference.

For each NAZA -funded partner, front-line and part-time staff working with youth are required to attend or complete several trainings. Please see the following for requirements:

### Front-line and Part-time staff are required to attend the following trainings:

- Essential Operations training (only topics labeled and related to front-line and part-time staff)
- Positive Youth Development (new staff and staff who have not completed this requirement).
- Two (2) trainings on the Growth Practices

### Front-line and Part-time staff strongly recommended trainings:

- Advanced Positive Youth Development
- Salesforce Student Management Systems
- Strategies for Employee Retention and Recruitment
- Any additional trainings offered to NAZA-funded partners supporting high-quality programming, as well as the achievement of their Program Improvement Plan. Returning site staff are encouraged to attend additional trainings that will support the program's continued quality improvement.
- Attend at least three professional development opportunities, in addition to other require trainings, either in-person or online, from the following: Weikart online trainings, Exploring Data Training, NAZA's Learning Menagement System (LMS), or NAZA Learn, Engage, Develop (L.E.D.) Conference.

**Evaluation Tools:** 

All program directors/managers and site coordinators of NAZA-funded programs will participate in the Program Quality Improvement (PQI) cycle. Self-assessments will be required for both fall and spring semesters. External assessments may be scheduled per need and availability of external assessors.

The Youth Program Quality Improvement (YPQI) cycle is comprised of the following quality improvement activities, offered at no cost to Partners:

- a) A baseline self-assessment utilizing the Youth Program Quality Assessment (YPQA) or Social-Emotional Learning Program Quality Assessment (SEL PQA) tool. Program staff conduct pre-self-assessment of their program and enter results in YPQI's Scores Reporter.
- b) Developing and uploading a Program Improvement Plan based on the results of all available YPQA or SELPQA assessment tools (i.e. self-assessments, external assessments, and Leading Indicator Survey results).
- c) A follow-up YPQA/SEL PQA self-assessment at the end of the school year, also entered into Scores Reporter, and planning for the following fall semester based on the results of this assessment.
- d) An external assessment will be conducted by assessors trained by Weikart Center every three years for returning partners unless otherwise requested. For new partners one external assessment will be conducted annually for the for the first three years.
- e) The two assessments are reviewed to develop an understanding of how well the program is performing with regard to NAZA Quality Standards.
- Additionally, NAZA-funded partners are required to administer YPQI's Leading Indicators Survey, Youth annually in the spring semester to youth enrolled at each site to capture youth experience with the program.
- g) NAZA-funded partners are required to administer YPQI's as Leading Indicators Survey, Staff annually in the spring semester to capture the experiences of staff with the program.
- h) NAZA-funded partners are also required to administer YPQI's Leading Indicators Survey, Managers annually in the spring semester to capture the experiences of administrators with the program.
- NAZA-funded partners are also required to provide access to YPQI's Leading Indicators Survey, Family annually in the spring semester to attempt to capture the experiences of parents and guardians of youth in the program.
- j) NAZA partners will have access to **students' school data** through the **data-sharing agreement** between NAZA/NPL and MNPS. Partners will be required to attend two trainings <u>as scon as they become available</u> on: 1) Responsible use of data, and 2) Understanding the academic data.
- k) Partners will be required to sign the data-sharing sub-agreement (to be attached to the contract) of this document and adhere to all requirements under that document so that they can have access to student data.
- 14) Youth Survey: Recipient is required to administer a one-time Leading Indicator Survey, Youth to enrolled youth at each site in the spring semester.
- 15) Staff Survey (Director/Manager and Frontline): Recipient is required to administer a onetime Leading Indicator Survey, Staff by program staff the spring semester.
- 16) Family Survey: Recipient is required to provide families access to a one-time Leading Indicator Survey, Family by program administrators the spring semester.
- 17) Compliance with MNPS Requirements: Programs offered at participating Metro schools will operate in full compliance with MNPS requirements, including covid-related procedures, liability

Grant contract between the Metropolitan	Government of Nashville and Davidson County and
Market and the San	July 1, 2024 - June 30, 2025

insurance, criminal background checks, non-discrimination, ADA, and other related standard Metro requirements, confidentiality of student records per FERPA, operation as a non-profit, and transportation policies (as appropriate).

### Operational Policies:

Recipient will operate in full compliance with the following policies and maintain relevant documentation to verify compliance with the policies. Recipient agrees to:

- Maintain an active 501(c)(3) registration unless the applicant is a public entity.
- Maintain up-to-date certificates verifying the following insurance: commercial general liability, sexual/abuse/sexual harassment, automobile liability (if applicable) and professional liability insurance with limits not less than one million dollars each occurrence. The Recipient shall provide an updated certificate of insurance upon expiration of the current certificate.
- Nondiscrimination, which precludes Recipient from discriminating on the basis of race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability in admission, access to, or operation of programs, services, or activities. Note that Metro does not discriminate on the basis of race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability in admission to, access to, or operation of programs, services, or activities. Metro does not discriminate in hiring or employment practices.
- Follow MNPS operating procedures on verification of criminal background checks on all program staff
  and volunteers. On school grounds, the MNPS criminal background check contractor shall be used for
  employees. As long as there is no break in service with the agency, staff will not be required to be
  fingerprinted yearly. If there is any break in service at all, or if they must go through a rehiring process,
  they are required to complete a background check including fingerprinting.
- Ensure that all educational records created, disclosed or maintained pursuant to the terms of this
  contract are confidential and shall be created, disclosed and maintained pursuant to the provisions of
  the Family Educational Rights and Privacy Act (20 U.S.C.A. s #1232g), its regulations and Board of
  Education policy.
- Appropriately spend Metro dollars, document the spending, and follow Metro guidelines for allowable
  costs. Recipient is responsible for properly documenting the spending under their contracts, organizing
  the documentation separately by year, and storing that documentation for three years for auditing
  purposes. The documents must be readily available for a Metro Audit.
- Meet NAZA's Minimum Quality Standards (see Annex 4) and maintain relevant documentation to verify compliance with the policies.
- Meet the 2024-2025 Performance Indicators specific to the Recipient (see Annex 5).
- Maintain accurate youth enrollment forms (Annex 7) and ensure that all youth have enrollment
  forms signed before they accept a youth into their program. Enrollment forms, as well as evidence
  to back up outputs and outcomes cited in narrative reports, must be maintained by the Recipient and
  stored for three years for auditing purposes. The documents must be readily available any time that the
  Metro requests them, including as part of an Audit.

Enrollment forms must be fully completed and accurate. Forms should include legitimate first and last names youth, their birthdates, student ID numbers, names of legal guardians and emergency contacts, and accurate addresses, phone numbers, e-mails and medical information (as needed) among other information pieces.

In summary, the Recipient will commit to the following:

- Delivering quality afterschool (and summer, if chosen) programming for the fall and spring semesters in locations identified in Annex 8, aligned with MNPS scheduling;
- Submitting daily attendance using the NAZA attendance tracking tool, keeping all data updated on a weekly basis, along with all supporting documentation. Ensure monthly attendance updates are in the system by the second working day of each month;
- Serving at least 90 percent of the number of youth the Agency projected to serve for the 2024-2025 school year, reflecting ongoing youth recruitment activities, engaging programming, and strong communications with the school community; and
- Full implementation of program quality requirements, including administration of the youth survey.

Violation or breach of this scope may result in Corrective Action. Continued violation could result in termination of the contract.

- A.2. The Recipient must spend these funds consistent with the Grant Budget, attached and incorporated herein as Annex 3. The Recipient must collect data to evaluate the effectiveness of their services and must provide those results to Metro upon request.
- A.3. The Recipient will only utilize these funds for services the Recipient provides to documented residents of Davidson County. Documentation of residency may be established with a recent utility bill; voter's registration card; driver's license or other government issued-ID; current record from a school showing address; affidavit by landlord; or affidavit by a nonprofit treatment, shelter, half-way house, or homeless assistance entity located within Davidson County. Recipient agrees that it will not use Metro funding for services to non-Davidson County residents.
- A.4. Additionally, the Recipient must collect data on the primary county of residence of the clients it serves and provide that data to Metro upon request.

### B. GRANT CONTRACT TERM:

- B.1. Grant Contract Term. The term of this Grant will be twelve (12) months, commencing on July 1, 2024 and ending on June 30, 2025. Metro will have no obligation for services rendered by the Recipient that are not performed within this term.
- B.2. Extendable Grants. This grant may be extended by 12 months, not exceed 60 months (with 12-month terms each time upon annual approval/availability of NAZA funds). To be considered for extension, Recipients must meet the following conditions:
  - NAZA funded-partner for 5 years with no contract disruption or corrective action plan within the past 12 months;
  - Exhibit low-risk on Metro Risk Assessment tool;
  - Present annual audit covering the past 12 months, as of May 1st of the current year;
  - Pass annual compliance checks:
  - Meet performance indicators set in the contract.

Upon meeting all of the criteria above a grant contract extension may be offered annually through a contract amendment process.

### C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event will Metro's maximum liability under this Grant Contract exceed \$ 37,340 (20 slots for afterschool, 20 slots for summer). The Grant Budget will constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient's obligations hereunder. The Grant Budget line items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Recipient.

Subject to modification and amendments as provided in section D.2 of this agreement, this amount will constitute the Grant Amount and the entire compensation to be provided to the Recipient by Metro.

- C.2. Use of Funds. NAZA funds may be used for educational purposes only; organizations funded by NAZA must not promote religious practices nor proselytize during programming time. Such activities may be offered by funded partners outside of their NAZA-funded program time. However, MNPS transportation and other NAZA resources will not be available, and youth who do not wish to participate must not be penalized in any way.
- C.3 Payment Methodology. The Recipient will only be compensated for actual costs based upon the Grant Budget and reconciliation reports, not to exceed the maximum liability established in Section C.1.

Recipient can expect to receive three payments during the contracted year. Each payment will be received no later than 30 days from the invoice date of the finalized and NAZA approved statement.

First invoice may include up to 50% of the total awarded amount as an advance request to enable programs to procure necessary supplies for beneficiary youth and hire qualified staff to enable proper programming from the beginning of the year.

The first invoice will be processed after the contract is filed with Metro Clerk and within 30 days from the date of the finalized and approved invoice receipt by NAZA.

The second invoice of up to 40% of the total awarded amount will be processed based on the actual expenditures of the programs. The invoice must be submitted by January 15<sup>th</sup> along with the second scheduled expenditure report.

The third and final invoice of up to 10% of the total awarded amount will be processed upon the receipt of the Year-End narrative and expenditure report due July 10<sup>th</sup>. Any invoice not received by the deadline date will not be processed and all remaining grant funds will expire. This final payment will equal the total actual spending for the contract year and cannot exceed the approved awarded amount. No invoice for 2024-2025 school year will be processed after July 10, 2025.

All actually reported expenditures must have backup documentation filed at the recipient organization for Metro Audit.

If the contract is terminated earlier or any funds remain unspent based on the reports, the unspent amounts will be returned to Metro.

Recipient must send all Invoices to:

Nashville After Zone Alliance 615 Church St, Nashville, TN 37219 or emailed to Teriz Fahrny@nashville.gov

### C.4. Reporting

Expenditure Report. All Recipients will submit quarterly expenditure reports. Report templates will be provided by NAZA.

All grantees must submit expenditure reports four times a year to reconcile grant receipts with grant revenues. NAZA will monitor fund recipients for compliance with reporting requirements. Failure to comply with the reporting requirements would constitute a violation of the grant contract. The expenditure reports format is shown on Annex 2 attached to this contract. The quarterly expenditure reports are due on the 15th of October, January, and April, with the final report due July 10, 2025.

Said report must be in form and substance acceptable to Metro and must be prepared by a Certified Public Accounting Firm or the Chief Financial Officer of the Recipient Organization.

### **Program Report**

All grantees must submit programmatic report once a year to explain how the grant has been used on behalf of the citizens of Davidson County. The report is due on July 10, 2025.

Failure to comply with the program reporting requirements would constitute a violation of the grant contract. NAZA will provide the template during the year.

- C.5. Payment of Invoice. The payment of any invoice by Metro will not prejudice Metro's right to object to the Invoice or any other related matter. Any payment by Metro will neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs included therein.
- C.6. Unallowable Costs. The Recipient's invoice may be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by Metro, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs. Utilization of Metro funding for services to non-Davidson County residents is not allowed.
- C.7. Deductions. Metro reserves the right to adjust any amounts which are or become due and payable to the Recipient by Metro under this or any Contract by deducting any amounts which are or become due and payable to Metro by the Recipient under this or any Contract.
- C.8. Travel Compensation. Payment to the Recipient for travel, meals, or lodging is subject to amounts and limitations specified in Metro's Travel Regulations and subject to the Grant Budget.
- C.9. Electronic Payment. Metro requires as a condition of this contract that the Recipient have on file with Metro a completed and signed "ACH Form for Electronic Payment". If Recipient has not previously submitted the form to Metro or if Recipient's information has changed, Recipient will have thirty (30) days to complete, sign, and return the form. Thereafter, all payments to the Recipient, under this or any other contract the Recipient has with Metro, must be made electronically.

### D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. Metro is not bound by this Grant Contract until it is approved by the appropriate Metro representatives as indicated on the signature page of this Grant.
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment that has been approved in accordance with all Metro procedures and by appropriate legislation of the Metropolitan Council.
- D.3. Termination for Cause. Metro shall have the right to terminate this Grant Contract immediately if Metro determines that Recipient, its employees or principals have engaged in conduct or violated

any federal, state or local laws which affect the ability of Recipient to effectively provide services under this Grant Contract. Should the Recipient fail to properly perform its obligations under this Grant Contract or if the Recipient violates any terms of this Grant Contract, Metro will have the right to immediately terminate the Grant Contract and the Recipient must return to Metro any and all grant monies for services or programs under the grant not performed as of the termination date. The Recipient must also return to Metro any and all funds expended for purposes contrary to the terms of the Grant Contract. Such termination will not relieve the Recipient of any liability to Metro for damages sustained by virtue of any breach by the Recipient.

- D.4. Termination—Notice. Metro may terminate this Grant Centract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the Recipient. Metro shall give the Recipient at least thirty (30) days written notice before the effective termination date.
- D.5. Termination –Funding. This Grant Contract is subject to the appropriation and availability of local. State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, Metro shall have the right to terminate this Grant Contract immediately upon written notice to the Recipient. Upon receipt of the written notice, the Recipient shall cease all work associated with this Grant Contract on or before the effective termination date specified in the written notice. Should such an event occur, the Recipient shall be entitled to compensation for all satisfactory and authorized services completed as of the effective termination date. The Recipient shall be responsible for repayment of any funds already received in excess of satisfactory and authorized services completed as of the effective termination date.
- D.6. Subcontracting. The Recipient may not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of Metro. Notwithstanding any use of approved subcontractors, the Recipient will be considered the prime Recipient and will be responsible for all work performed.
- D.7. Conflicts of Interest. The Recipient warrants that no part of the total Grant Amount will be paid directly or indirectly to an employee or official of Metro as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Recipient in connection with any work completed or performed relative to this Grant Contract.
- D.8. Nondiscrimination. The Recipient hereby agrees, warrants, and assures that no person will be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Recipient on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification which is in violation of applicable laws. The Recipient must, upon request, show proof of such nondiscrimination and must post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.9. Records. The Recipient must maintain documentation for all charges to Metro under this Grant Contract. The books, records, and documents of the Recipient, insofar as they relate to work performed or money received under this Grant Contract, must be maintained for a period of three (3) full years from the date of the final payment or until the Recipient engages a licensed independent public accountant to perform an audit of its activities. The books, records, and documents of the Recipient insofar as they relate to work performed or money received under this Grant Contract are subject to audit at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. Records must be maintained in accordance with the standards outlined in the Non-Profit Grants Manual. The financial statements must be prepared in accordance with generally accepted accounting principles.
- D.10. Monitoring. The Recipient's activities conducted and records maintained pursuant to this Grant Contract are subject to monitoring and evaluation by The Metropolitan Office of Financial Accountability or Metro's duly appointed representatives. The Recipient must make all audit.

accounting, or financial records, notes, and other documents pertinent to this grant available for review by the Metropolitan Office of Financial Accountability, Internal Audit or Metro's representatives, upon request, during normal working hours.

- 0.11. Narrative Reporting. The Recipient must submit a <u>Year-End Program Report</u>, to be received by July 10th. Said report shall detail the outcome of the activities funded under this Grant Contract.
- D.12. Financial Reporting. The Recipient must submit quarterly expenditure report for the 2024-2025 programming year to reconcile grant receipts with grant revenues. Reports must be received no later than the 15<sup>th</sup> day of October, January, and April and July 10 of FY '25 (July 1, 2024 June 30, 2025).
- D.13. Strict Performance. Failure by Metro to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement is not a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract is considered to be waived, modified, or deleted except by a written amendment by the appropriate parties as indicated on the signature page of this Grant.
- D.14. Insurance. The Recipient agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all applicable taxes incident to this Grant Contract.

### D.14.1 Proof of Insurance

During the term of this Contract, for any and all awards, CONTRACTOR shall, at its sole expense, obtain and maintain in full force and effect for the duration of this Contract, including any extension, the types and amounts of insurance identified below by a checked box. Proof of insurance shall be required naming METRO as additional insured and identifying the Purchase Order on the Acord document.

### D.14.2 General Liability Insurance

In the amount of one million (\$1,000,000.00) dollars

### D.14.3 Automobile Liability Insurance

In the amount of one million (\$1,000,000.00) dollars (if vendor will be making on-site deliveries)

### D.14.4 Worker's Compensation Insurance

With statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand (\$100,000.00) dollars, as required by the laws of Tennessee (Not required for companies with fewer than five (5) employees).

### D.14.5 Sexual Molestation and Abuse Insurance

In the amount of one million (\$1,000,000.00) dollars.

### D.14.6 Such insurance shall:

Contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. The coverage shalf contain no special limitations on the scope of its protection afforded to the above-listed insureds.

For any claims related to this agreement, CONTRACTOR'S insurance coverage shall be primary insurance as respects METRO, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering METRO, its officials, officers, employees, and volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it.

Automotive Liability Insurance including vehicles owned, hired, and non-owned. Said insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of CONTRACTOR.

Worker's Compensation (if applicable). CONTRACTOR shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance. CONTRACTOR shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by CONTRACTOR'S workers' compensation insurance coverage.

### D.14.7

Prior to commencement of services, CONTRACTOR shall furnish METRO with original certificates and amendatory endorsements affecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to:

DEPARTMENT OF LAW INSURANCE AND RISK MANAGEMENT METROPOLITAN COURTHOUSE, SUITE 108 PO BOX 196300 NASHVILLE, TN 37219-6300

Provide certified copies of endorsements and policies it requested by METRO in lieu of or in addition to certificates of insurance:

Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services. Maintain such insurance from the time services commence until services are completed and attach the certificates of insurance in the METRO system. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by METRO as a material breach of contract.

Place such insurance with insurer licensed to business in Tennessee and having A.M. Best Company ratings of no less than A-. Modification of this standard may be considered upon appeal to the METRO Director of Risk Management Services.

Require all subcontractors to maintain during the term of the agreement Commercial General Liability insurance, Business Automobile Liability insurance, and Worker's Compensation/Employers Liability insurance (unless subcontractor's employees are covered by CONTRACTOR'S insurance) in the same manner as specified for CONTRACTOR. CONTRACTOR shall file subcontractor's certificates of insurance in METRO's system.

Any deductibles and/or self-insured retentions greater than \$10,000.00 must be disclosed to and approved by METRO prior to the commencement of services.

If the CONTRACTOR has or obtains primary or excess policy(ies), there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.

- D.15. Metro Liability. Metro will have no liability except as specifically provided in this Grant Contract.
- D.18. Independent Contractor. Nothing herein will in any way be construed or intended to create a partnership or joint venture between the Recipient and Metro or to create the relationship of

principal and agent between or among the Recipient and Metro. The Recipient must not hold itself out in a manner contrary to the terms of this paragraph. Metro will not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.

### D.17. Indemnification and Hold Harmless.

- (a) Recipient agrees to indemnify, defend, and hold harmless Metro, its officers, agents and employees from any claims, damages, penalties, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Recipient, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract, and any claims, damages, penalties, costs and attorney fees arising from any failure of Recipient, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- (b) Metro will not indemnify, defend or hold harmless in any fashion the Recipient from any claims, regardless of any language in any attachment or other document that the Recipient may provide.
- (c) Recipient will pay Metro any expenses incurred as a result of Recipient's failure to fulfill any obligation in a professional and timely manner under this Contract.
- (d) Recipient's duties under this section will survive the termination or expiration of the grant.
- D.18. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party. Except as provided in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a breach under this Grant Contract. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. Recipient will promptly notify Metro within forty-eight (48) hours of any delay caused by a Force Majeure Event and will describe in reasonable detail the nature of the Force Majeure Event.
- D.19. State, Local and Federal Compliance. The Recipient agrees to comply with all applicable federal, state and local laws and regulations in the performance of this Grant Contract. Metro shall have the right to terminate this Grant Contract at any time for failure of Recipient to comply with applicable federal, state or local laws in connection with the performance of services under this Grant Contract.
- D.20. Governing Law and Venue. The validity, construction and effect of this Grant Contract and any and all extensions and/or modifications thereof will be governed by and construed in accordance with the laws of the State of Tennessee. The venue for legal action concerning this Grant Contract will be in the courts of Davidson County, Tennessee.
- D.21. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.22. Headings. Section headings are for reference purposes only and will not be construed as part of this Grant Contract.
- D.23. Metro Interest in Equipment. The Recipient will take legal title to all equipment and to all motor vehicles, hereinafter referred to as "aquipment," purchased totally or in part with funds provided

under this Grant Contract, subject to Metro's equitable interest therein, to the extent of its *pro rata* share, based upon Metro's contribution to the purchase price. "Equipment" is defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$5,000.00.

The Recipient agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at any time during the term of the Grant Contract, the Recipient must request written approval from Metro for any proposed disposition of equipment purchased with Grant funds. All equipment must be disposed of in such a manner as parties may agree as appropriate and in accordance with any applicable federal, state or local laws or regulations.

- D.24. Assignment—Consent Required. The provisions of this contract will inure to the benefit of and will be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Recipient under this contract, neither this contract nor any of the rights and obligations of Recipient hereunder may be assigned or transferred in whole or in part without the prior written consent of Metro. Any such assignment or transfer will not release Recipient from its obligations hereunder. Notice of assignment of any rights to money due to Recipient under this Contract must be sent to the attention of the Metro Department of Finance.
- D.25. Gratuities and Kickbacks. It will be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparations of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It will be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from participation in Metropolitan Government contracts.
- D.26. Communications and Contacts. All instructions, notices, consents, demands, or other communications from the Recipient required or contemplated by this Grant Contract must be in writing and must be made by facsimile transmission, or by first class mail, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

### Metro

For contract-related matters: Nashville Public Library NAZA Communications Manager 615 Church Street Nashville, TN 37219 (615) 862-5894 For inquiries regarding invoices: Nashville Public Library NAZA Procurement Officer 615 Church Street Nashville, TN 37219 615-862-5800 ext. 73731

Recipient

Kemi Elufiede, President Carnegie Writers 1906 Glen Echo Road, 150026 Nashville, TN 37215 1-800-794-8115 ext. 501

### D.27. Lobbying. The Recipient certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Recipient must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Recipient will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all subcontractors of federally appropriated funds shall certify and disclose accordingly.

### D.28. Certification Regarding Debarment and Convictions.

- Recipient certifies that Recipient, and its current and future principals:
  - are not presently debarred, suspended, or proposed for debarment from participation in any federal or state grant program;
  - have not within a three (3) year period preceding this Grant Contract been convicted of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) grant;
  - have not within a three (3) year period preceding this Grant Contract been convicted of embezzlement, obstruction of justice, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
  - iii. are not presently indicted or otherwise criminally charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in sections D.25(a)(ii) and D.25(a)(iii) of this certification.
- Recipient shall provide immediate written notice to Metro if at any time Recipient learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals fall under any of the prohibitions of Section D.25(a).

D.29. Effective Date. This contract will not be binding upon the parties until it has been signed first by the Recipient and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this contract will be effective as of the date first written above.

### Annexes

The following annexes constitute part of this contract:

Annex 1 - Metro Invoice Template Annex 5 - Partner Data-Sharing Sub-Agreement

<u>Annex 2</u> – Expenditure Report Template <u>Annex 6</u> – Performance Indicators

<u>Annex 3</u> – Budget <u>Annex 7</u> – Enrollment forms

Annex 4 - Minimum Standards for NAZA funding Annex 8 - Program site/s

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Grant contract between the Metropolitan Go Carnegie Writers, Contract #Jul	vernment of Nashville and Davidson County and y 1, 2024 – June 30, 2025
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:  APPROVED AS TO AVAILABILITY OF FUNDS:  Kevin Crumbo/mjw  Director of Finance	By (Signature): James (fical e) Oliver Recorded  Authorized Officer Name: Kein Fluffed C Title: Fonder/ president.
APPROVED AS TO RISK AND INSURANCE:  Balogun Cobb  Director of Insurance	State of Nevada, County of Clark Sworn to and subscribed to before me a Notary Public, this 23rd day of May 2024  Notary Public  Norma Jean Becker
APPROVED AS TO FORM AND LEGALITY:  Watthew Garth  Metropolitan Attorney	Notarial Act performed by Audio-  Notarial Act performed by Audio-
FILED IN THE OFFICE OF THE CLERK:	
Metropolitan Clerk	My Commission expires 09/20/2026
NASHVILLE PUBLIC LIBRARY  —Docusigned by:  Tim luke  EE49BFDF9F034BF  5/29/2024	

**Interim Library Director** 

Metropolitan G	Sovernment of Nashville	and Davidson County/Nashville Public L For FY 2025 Program	ibrary/ NAZA		
				I	
ORGANIZATION NAME PROGRAM NAME	Carnegie Writers	CONTRACT # (Office Use): START DATE: 1			
PROGRAM NAME	Teen Author Workshop	START DATE: 1	1-Jul-24		
ADDRESS CITY, STATE & ZIP		END DATE: 3	30-Jun-25		
CITY, STATE & ZIP	Nashville, TN 37217 474792114	CONTACT PERSON	emi Elufiede 1-800-794-8115 ext. 501		
FEDERAL ID # (EIN)	474792114	CONTACT TELEPHONE 1	1-800-794-8115 ext. 501	r	
COST CATEGORIES		BUDGET EXPLANATIONIDET	ALS	OTHER FUNDING Funding amount from other sources invested in serving the same number of slots requested from NAZA	Grantor name
After-School Programs		After-school program starts 09/03/2024   Per slot rate fo	or afterechnol is \$1.355		
Arter concort regrams		Arter-action program states ested 2024   Fer siot late to	or anteraction to \$1,000		
Salaries and Wages	19,815	The program staff includes one Program Director, who is pa Facilitators, with a combined payment of \$10,449. Additional \$2,400	illy, the payroll service costs		
Benefits and Taxes		Types of benefits, rates and number of staff, whose benefits	are charged to this grant		
Total Personnel Expenses	19,815.00			I	
Total Personnel Expenses Office Supplies	19,815.00	Estimated unit number and unit cost or % of total cost charg	and to this grant		
	0.00	Estimated unit number and unit cost or 50 of total cost charg	per so and Shift and to this prant		
Communications Postage and Shipping		Estimated unit number and unit cost or % of total cost charg Estimated unit number and unit cost or % of total cost charge	per so and SHIIII.		
Postage and Shipping Occupancy		Estimated unit number and unit cost or % of total cost charg Estimated unit number and unit cost or % of total cost charg			
Equipment Rental and Maintenance	0.00	Estimated unit number and unit cost of % of total cost charge	and to this grant	l	
Drinton and Dublinations	0.00	Estimated unit number and unit cost or % of total cost charge	and to this grant	l	
Printing and Publications Travel/Conferences & Meetings	0.00	Mlage, parking and other travel unit cost and unit number	and the same of th	l	
Insurance	750.00	Annual Liability Insurance		l	
	750.00	, and a second second			
L				I	
Direct youth costs (learning supplies, learning software, programs, games, food, etc.)	0.00	Per youth average cost or cost per purchse type		I	
euromen, programs, games, 1000, etc.)	0.00	e your everage cost or cost per parcrise type			
Transportation	300.00	This transportation cost covers the two field trips, one to The Frist Museum.	e Parthenon and the other to the		
Field Trips	235.00	The budget allocates a total of \$235 for entrance fees, with 1 Parthenon trip (covering \$160 for youths and \$30 for adults) the Frist Museum trip, which is exclusively for adult admissic Allocated funds for enhancement partners on	and \$45 for		
Professional Fees/Enhancement partners	1,000.00	Allocated funds for enhancement partners on			
Other Non-Personnel	5,000.00	Costs for putting together the publication, including design, p	printing, and distribution of the		
Indirect Cost	0.00	Parners can choose to budget either separate line items abo up to 20% of their total budget. The Indirect cost requests m cost allocation plan that will be acceptable for NAZA in line v	ove or request an indirect cost of just be accompanied by agency's		
Total Non-personnel	7,285.00		with Metro Grants Manual.		
Total Non-personnel Afterschool sub-total	7,285.00 27,100.00		with Metro Grants Manual.		
	7,285.00 27,100.00		with Metro Grants Manual.		
	7,285.00 27,100.00		and June 1- 30, 2025   Per slot		
Afterschool sub-total	27,100.00	Summer program funded in this cycle is July 1-31,2024 i rate for summer to be calculated at \$8 an hour per alor for summer program is \$320 per week for partners progr	and June 1-30, 2025   Per slot Maximum cost per youth slot ramming 5 days per week for 8		
Attended sub-total  Summer Programs  Calories and Wages  Carolita and Toses	7,700.00 0.00	Summer program funded in this cycle is July 1-31,2024 rate for summer to be calculated at \$8 an hour per slot. In for summer gram is \$200 per week for partners proget hours per day.  The Program Director will be paid \$816 per week, and each	and June 1-30, 2025   Per slot Maximum cost per youth slot ramming 5 days per week for 8 It Literacy Facilitator will be paid		
Aftersched aut-instal  Summer Programs  Salaries and Wages  Genetias and Taxon  Genetias and Taxon  Genetias and Taxon	7,100.00 7,700.00 0.00	Sammer program funded in this cycle is July 5-31,2264. Some for summer to be calculated at 88 an four per site for summer to be calculated at 88 an four per site. For summer program is 320 per week for partners programs is 320 per week for partners programs at 320 per week for partners programs. The Program Director will be paid \$616 per week, and each \$620 per week.  The Program Director will be paid \$616 per week, and each \$620 per week.	and June 1-30, 2025   Per slot Maximum cost per youth slot ramming 5 days per week for 8 I Literacy Facilitator will be paid are charged to this grant		
Atteractional sub-total  Summer Programs  Salaries and Wages  Generals and Texas	7,700,00 7,700,00 0,00 7,700,00 0,00	Same program treated in this cycle is July 131,026.  Same program treated in this cycle is July 131,026.  For summer to be collected at 58 and extra for summer to be collected at 58 and extra for summer program is 1329 per week for partners program to 1329 per week for partners program to 1329 per week and exchange to 1329 per week, and exchange to 1329 per week.  The Program Director will be paid \$616 per week, and exchange to 1329 per week.  Types of benefits, cales and number of staff whose benefits are summer to 1329 per week.  Senting the contract of the collection of the coll	and June 1-30, 2025   Per slot Maximum cost per youth slot ramming 6 days per week for 8 Literacy Facilitator will be paid are charged to this grant ped to this grant		
Alterschool aub-test  Summer Programs  General and Wages  benefit and Taxas  Taxa Presented Expenses  Only Soppie	7,700.00 0.00 7,700.00 0.00 0.00 0.00	Sammer program funded in this cyclic is July 5-11,286. Its more program funded in this cyclic is July 5-11,286. Its more present for summer to be calculated at \$1.9 as how per style for summer programs in \$200 per week for partners programs in \$200 per week for partners programs in \$200 per week, and each \$650 per week, and each \$650 per week, and each \$650 per week.	and June 1-30, 2025   Per slot Bastamuni cost per possit liste. Lamming 6 days par week for 8 Literacy Facilitator will be paid as an changed to this grant and before the paid to this grant and before the paid.		
Attendand sub-continuous  Summer Programs  Summer Programs  Summer Programs  Summer Programs  Summer Programs  Test Program Egeness  Test Program Egeness  Challenge and Steppen  Challenge and Steppen  Challenge and Steppen	7,700,00  7,700,00  0,00  7,000,00  0,00  0,00  0,00  0,00  0,00  0,00	Summer program funded in this cycle is July 13,12284.  Some for summer to be odiocitized at \$8 an hour per stol. For the program funded in \$100 per stol. The program funded in \$100 per sense for previous perglectures perglectures perglectures and the program funded in \$100 per sense, and each \$100 per sense.  The Program Director will be paid \$816 per sense, and each \$100 per sense.  The Program Circleton and the program of \$100 per s	and Jane 1-30, 2025 Fer size. Maximum cost property point floor ramming 5 days per week for 8  I. Literacy Facilitator will be paid as are charged to this grant god to this grant god to this grant god to this grant		
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NAZA Annex 8 - 2024-2025 Finalized Entries

Response ID: 17150

Submitted Date: 2024-05-21 00:13:29 Completion Time: 1 min. 31 sec.

Name of Organization Carnegie Writers

Days of Week of Afterschool Program

4 days per week

Afterschool site plan

**School Site** 

Are you conducting summer programming?

Yes

Afterschool Program Name

**Teen Author Workshop** 

Name of School Site Location

**Goodlettsville Middle School** 

Address of School Program Site

300 S Main St, Goodlettsville, TN 37072

School Partnership Level

**New Partnership** 

Number of youths targeted for site

20

Type of transportation needed?

**MNPS Evening Bus** 

Summer Program Name

**Teen Author Workshop** 

Name of Summer Site Location

**Unity of Nashville** 

**Summer Location address** 

5125 Franklin Pike Nashville, TN 37220

Number of summer youth targeted for site (If applicable, include total for July 2024 & June 2025)

**20** 

 $Proposed \ months \ of \ Summer \ programming \\$ 

**June 2025** 

Will the organization's July 2024 and June 2025 programming have different timeframes?

Weeks of Programming

4 weeks

Days per Week of Summer Program

5 days per week

Hours per Day

8 hours

**Programming Time Frame** 

9:00 am - 5:00 pm

### **July 2024 Programming Timeframe**

Weeks of Programming

Days per Week of Summer Program

Hours per Day

Programming Time Frame

### **June 2025 Programming Timeframe**

Weeks of Programming

Days per Week of Summer Program

Hours per Day

Programming Time Frame

Grant contract between the Metropolitan Government of Nashville and Davidson County and East Nashville Hope Exchange, Contract #\_\_\_\_\_ July 1, 2024 – June 30, 2025

# GRANT CONTRACT BETWEEN THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY AND EAST NASHVILLE HOPE EXCHANGE

This Grant Contract issued and entered into by and between the Metropolitan Government of Nashville and Davidson County, Nashville Public Library ("Metro") on behalf of Nashville After Zone Alliance (NAZA), and **East Nashville Hope Exchange**, ("Recipient"), is for the provision of free and high-quality afterschool programs, as further defined in the "SCOPE OF PROGRAM". The Recipient's annual report and audit are incorporated herein by reference.

### A. SCOPE OF PROGRAM:

### A.1. Schedule and Content

NAZA-funded summer programs will align with the Metro Schools calendar and be available to youth Monday through Friday during the summer break (July 1-31, 2024, and June 1-30, 2025). Programs should run at least for 4 weeks at a minimum of 4 hours per day. NAZA-funded programs may choose to offer longer programs.

NAZA-funded activities should support youths' physical, social, emotional, cognitive and academic skills development, help them build purpose through learning, and have relevance to their real-life experiences. Throughout the program day, staff should intentionally infuse opportunities for youth to read, write, speak, and listen as well as allocate time for community building and reflection. When possible, programs should consider encouraging youth to be part of activity design or leading to enable them practice leadership skills. Each day should begin with check-in and snack/meals (when in person). Additional activities may be offered by the NAZA funded partner outside of this timeframe at the partner's expense, with no cost to youth and their families.

A typical program day should focus to creatively combine:

- Enrichments (e.g. arts education; STEAM engineering challenges, service learning, etc.)
   reflecting youth voice and choice and have a learning focus, either provided by program staff or external enrichment partners.
- Focus on youth's skill building, in line with Nashville's Vision for Holistic Youth Development (curricula with activities will be available for each of the 12 skills).
- Other Experiences (e.g. physical activity, health and wellness, mental health, healthy eating
  activities, team games with rules, career exploration, field trips and other age-appropriate
  developmental activities.) that offer fun, support team and relationship building and foster holistic
  youth development.
- NAZA funds should not in any shape or form be related to any religious content or affiliation.
   NAZA-funded programs should not proselytize during their regular programming time, nor should youth be accepted or denied based on their religious affiliation or commitment to engaging in any type of religious activities before or after NAZA programming time.
- While we encourage using various learning software and educational games to enhance youth learning, we strictly prohibit enabling access to any video games that include violence, shooting or other unwanted behaviors, especially those rated M for Mature, are of solely entertainment

Grant contract between the Metropolitan Government of Nashville and Davidson County and East Nashville Hope Exchange, Contract # July 1, 2024 - June 30, 2025 purposes during NAZA-funded time. Programming time should focus on young people's development. Each after-school programming day should begin with check-in and a snack or meal. Additional activities may be offered by the funded partner outside of this timeframe at the partner's expense, with no cost to youth and their families. Recipient must ask parents and youth (who are not participating in sports) to commit to attend regularly, on an on-going basis when program is in session, for both fall and spring semesters. Only youth who have returned a fully completed enrollment form may participate in NAZA-funded programs. Requirements for Programming By initialing each item below, Recipient agrees to the following: Supervision: Recipient commits to maintaining a staff; youth ratio not to exceed 1:15 at all times by establishing and maintaining a mechanism for substitutions. Youth will be supervised at all times by program staff. 2) TMW Recruitment and Family Engagement: Recipient is responsible for recruiting youth, leading program activities, and engaging in family outreach. Recipient will promote consistent participation/retention levels by contacting each family/youth before programming begins, whenever absences begin to develop a pattern, and to confirm an exit/withdrawal if appropriate. Recipient will serve at least 90% of the youth they projected to serve. Attendance: Recipient commits to maintain daily attendance, updating the NAZA attendance tracking tool (Salesforce) on a weekly basis (daily direct attendance taking in the Salesforce is strongly recommended); this requires a computer or any other device with Internet access. Recipient staff will ensure that youth sign in with their given first and last name daily using the NAZA approved sign-in sheets to verify youth participation. The youth attendance reflected on the sign-in sheet/daily attendance log must match the attendance entered into the Salesforce platform. Monthly attendance must be accurately updated in the Salesforce by the 2nd working day of each following month so that NAZA can report the attendance numbers to the Mayor's office accurately.

- 4) TWW Meals/Snacks: Recipient is required to provide healthy, prepackaged snack or meal options to youth every day of programming.
- 5) TIWW Experiential Activities: Recipient is encouraged to engage external enrichment providers at least twice per semester to increase the diversity of appealing programming options for youth. Enrichment providers are individuals and organizations that offer enriching activities within the afterschool context. For example, they might include teaching artists, mentors, health educators, yoga and martial arts teachers, spoken word literacy teachers, or career exploration and life skills experts.
- MW System-Wide Meetings & Events: Recipient is responsible for hosting at least 2 free, youthled events during the 2024-2025 school year that 1) Incorporate and highlight growth practices from Nashville's Vision for Holistic Youth Development and 2) that are open to the public to attend during the year, such as a fall and/or spring showcase, an open house, a visual or performing arts piece, a poetry reading or spoken word event, etc.
- Branding: Recipient agrees to recognize NAZA as a funder by, displaying NAZA signs in program spaces, indicating NAZA is a funder on their website and adding NAZA's logo on their website, supporting NAZA through social media outlets, etc.

Grant contract between the Metropolitan Government of Nashville and Davidson County and East Nashville Hope Exchange, Contract #\_\_\_\_\_ July 1, 2024 – June 30, 2025

8) TMW Communication with NAZA: Recipient will respond to requests from NAZA in a timely manner and provide requested documentation by the associated deadline. All staff changes must be communicated to the NAZA Operations Manager within 24 hours. This includes staff leaving their positions: staff no longer with the program must be removed from the Salesforce platform by the NAZA Operations Manager in order to comply with FERPA guidelines.

Any program experiencing challenges either with the host school or program site that threatens the continuity/further existence of the program, must immediately report the situation to NAZA and seek support in resolving the situation. A decision to close a program/site must be reported to NAZA immediately with documented reasons.

9) TWW Adding Staff to Data Management System: Program staff without Salesforce authorization, such as site assistance, coordinators, etc. should have a contact page and included in the staff listing of NAZA's Data Management System, Salesforce.

10) TMW Partner Meetings: Key staff and program directors from each NAZA-funded program site are expected to participate in the NAZA learning community by attending Partner Meetings four times during the school year. Meeting dates will be shared before the start of the school year.

Partners will be required to administer a youth survey at the end of the 4-week programming period.

### 12) TWW Professional Development:

For each NAZA -funded partner, the program director and all frontline staff working with youth are required to attend or complete several trainings. Please see below:

### Program Directors and Site Managers are required to attend the following:

- NAZA Essential Operations training
- Introduction to Positive Youth Development (PYD) training
- At least two trainings on the Growth Practices.
- Program Quality Basics (PQA Basics) either in person or online (online version is available at the partner's expense if missed scheduled training offered by NAZA)
- Any training required by MNPS for staff working in school buildings will be made available to NAZA partner staff.

<u>Note:</u> Program Directors and Site Managers who have successfully completed PYD in the past are exempt from retaking. The NAZA Essential Operations training will be archived and accessible online, while Introduction to Positive Youth Development will be conducted multiple times annually. Returning Program Directors and Site Coordinators who have previously completed the PQA Basics or SEL PQA will only need to redo the training every 3 years. Choosing to take SEL PQA requires a prior completion of PQA Basics.

### Program Directors and Site Managers strongly recommended trainings:

- Advanced Positive Youth Development
- Salesforce Student Management Systems
- Strategies for Employee Retention and Recruitment
- Any additional trainings offered to NAZA-funded partners supporting high-quality programming, as well as the achievement of their Program Improvement Plan. Returning site staff are encouraged to attend additional trainings that will support the program's continued quality improvement.
- Attend at least three professional development opportunities, in addition to other require trainings, either in-person or online, from the following: Weikart online trainings, Exploring

Data Training, NAZA's Learning Management System (LMS), or NAZA Learn, Engage, Develop (L.E.D.) Conference.

For each NAZA -funded partner, front-line and part-time staff working with youth are required to attend or complete several trainings. Please see the following for requirements:

# Front-line and Part-time staff are required to attend the following trainings:

- Essential Operations training (only topics labeled and related to front-line and part-time staff)
- Positive Youth Development (new staff and staff who have not completed this requirement).
- Two (2) trainings on the Growth Practices.

# Front-line and Part-time staff strongly recommended trainings:

- Advanced Positive Youth Development
- Salesforce Student Management Systems
- Strategies for Employee Retention and Recruitment
- Any additional trainings offered to NAZA-funded partners supporting high-quality
  programming, as well as the achievement of their Program Improvement Plan. Returning site
  staff are encouraged to attend additional trainings that will support the program's continued
  quality improvement.
- Attend at least three professional development opportunities, in addition to other require trainings, either in-person or online, from the following: Weikart online trainings, Exploring Data Training, NAZA's Learning Management System (LMS), or NAZA Learn, Engage, Develop (L.E.D.) Conference.

#### Operational Policies:

Recipient will operate in full compliance with the following policies and maintain relevant documentation to verify compliance with the policies. Recipient agrees to:

- Maintain an active 501(c)(3) registration unless the applicant is a public entity.
- Maintain up-to-date certificates verifying the following insurance: commercial general liability, sexual/abuse/sexual harassment, automobile liability (if applicable) and professional liability insurance with limits not less than one million dollars each occurrence. The Recipient shall provide an updated certificate of insurance upon expiration of the current certificate.
- Nondiscrimination, which precludes Recipient from discriminating on the basis of race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability in admission, access to, or operation of programs, services, or activities. Note that Metro does not discriminate on the basis of race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability in admission to, access to, or operation of programs, services, or activities. Metro does not discriminate in hiring or employment practices.
- Follow MNPS operating procedures on verification of criminal background checks on all program staff
  and volunteers. On school grounds, the MNPS criminal background check contractor shall be used for
  employees. As long as there is no break in service with the agency, staff will not be required to be
  fingerprinted yearly. If there is any break in service at all, or if they must go through a rehiring process,
  they are required to complete a background check including fingerprinting.
- Ensure that all educational records created, disclosed or maintained pursuant to the terms of this
  contract are confidential and shall be created, disclosed and maintained pursuant to the provisions of

the Family Educational Rights and Privacy Act (20 U.S.C.A. s #1232g), its regulations and Board of Education policy.

- Appropriately spend Metro dollars, document the spending, and follow Metro guidelines for allowable
  costs. Recipient is responsible for properly documenting the spending under their contracts, organizing
  the documentation separately by year, and storing that documentation for three years for auditing
  purposes. The documents must be readily available for a Metro Audit.
- Meet NAZA's Minimum Quality Standards (see Annex 4) and maintain relevant documentation to verify compliance with the policies.
- Maintain accurate youth enrollment forms and ensure that all youth have enrollment forms signed before they accept a youth into their program. Enrollment forms, as well as evidence to back up outputs and outcomes cited in narrative reports, must be maintained by the Recipient and stored for three years for auditing purposes. The documents must be readily available any time that the Metro requests them, including as part of an Audit.

Enrollment forms must be fully completed and accurate. Forms should include legitimate first and last names youth, their birthdates, student ID numbers, names of legal guardians and emergency contacts, and accurate addresses, phone numbers, e-mails and medical information (as needed) among other information pieces.

In summary, the Recipient will commit to the following:

- 1. Delivering quality summer programming in locations identified in Annex 8;
- 2. Submitting daily attendance using the NAZA attendance tracking tool, keeping all data updated on a weekly basis, along with all supporting documentation. Ensure monthly attendance updates are in the system by the second working day of each month;
- 3. Serving at least 90 percent of the number of youth the Agency projected to serve for July 2023 and June 2024, reflecting ongoing youth recruitment activities, engaging programming, and strong communications with the school community; and
- 4. Full implementation of program quality requirements.

Violation or breach of this scope may result in <u>Corrective Action</u>. Continued violation could result in termination of the contract.

- A.2. The Recipient must spend these funds consistent with the Grant Budget, attached and incorporated herein as **Annex 3**. The Recipient must collect data to evaluate the effectiveness of their services and must provide those results to Metro upon request.
- A.3. The Recipient will only utilize these funds for services the Recipient provides to **documented residents** of **Davidson County**. Documentation of residency may be established with a recent utility bill; voter's registration card; driver's license or other government issued-ID; current record from a school showing address; affidavit by landlord; or affidavit by a nonprofit treatment, shelter, half-way house, or homeless assistance entity located within Davidson County. Recipient agrees that it will not use Metro funding for services to non-Davidson County residents.
- A.4. Additionally, the Recipient must collect data on the primary county of residence of the clients it serves and provide that data to Metro upon request.
- B. GRANT CONTRACT TERM:

- B.1. Grant Contract Term. The term of this Grant will be twelve (12) months, commencing on July 1, 2024 and ending on June 30, 2025. Metro will have no obligation for services rendered by the Recipient that are not performed within this term.
- B.2. Extendable Grants. This grant may be extended by 12 months, not exceed 60 months (with 12-month terms each time upon annual approval/availability of NAZA funds). To be considered for extension, Recipients must meet the following conditions:
  - NAZA funded-partner for 5 years with no contract disruption or corrective action plan within the past 12 months;
  - Exhibit low-risk on Metro Risk Assessment tool;
  - Present annual audit covering the past 12 months, as of May 1st of the current year;
  - Pass annual compliance checks;
  - Meet performance indicators set in the contract.

Upon meeting all of the criteria above a grant contract extension may be offered annually through a contract amendment process.

# C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event will Metro's maximum liability under this Grant Contract exceed \$16,800.00 (10 slots for summer). The Grant Budget will constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient's obligations hereunder. The Grant Budget line items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Recipient.

Subject to modification and amendments as provided in section D.2 of this agreement, this amount will constitute the Grant Amount and the entire compensation to be provided to the Recipient by Metro.

- C.2. Use of Funds. NAZA funds may be used for educational purposes only; organizations funded by NAZA must not promote religious practices nor proselytize during programming time. Such activities may be offered by funded partners outside of their NAZA-funded program time. However, MNPS transportation and other NAZA resources will not be available, and youth who do not wish to participate must not be penalized in any way.
- C.3 Payment Methodology. The Recipient will only be compensated for actual costs based upon the Grant Budget and reconciliation reports, not to exceed the maximum liability established in Section C.1.

Recipient can expect to receive three payments during the contracted year. Each payment will be received no later than 30 days from the invoice date of the finalized and NAZA approved statement.

First invoice may include up to 50% of the total awarded amount as an advance request to enable programs to procure necessary supplies for beneficiary youth and hire qualified staff to enable proper programming from the beginning of the year.

The first invoice will be processed after the contract is filed with Metro Clerk and within 30 days from the date of the finalized and approved invoice receipt by NAZA.

The second invoice of up to 40% of the total awarded amount will be processed based on the actual expenditures of the programs. The invoice must be submitted by January 15th along with the second scheduled expenditure report.

The third and final invoice of up to 10% of the total awarded amount will be processed upon the receipt of the Year-End narrative and expenditure report due July 10<sup>th</sup>. Any invoice not received by the deadline date will not be processed and all remaining grant funds will expire. This final payment will equal the total actual spending for the contract year and cannot exceed the approved awarded amount. No invoice for 2024-2025 school year will be processed after July 10, 2025.

All actually reported expenditures must have backup documentation filed at the recipient organization for Metro Audit.

If the contract is terminated earlier or any funds remain unspent based on the reports, the unspent amounts will be returned to Metro.

Recipient must send all invoices to:

Nashville After Zone Alliance 615 Church St, Nashville, TN 37219 or emailed to Teriz.Fahmy@nashville.gov

# C.4. Reporting

**Expenditure Report.** All Recipients will submit quarterly expenditure reports. Report templates will be provided by NAZA.

All grantees must submit expenditure reports four times a year to reconcile grant receipts with grant revenues. NAZA will monitor fund recipients for compliance with reporting requirements. Failure to comply with the reporting requirements would constitute a violation of the grant contract. The expenditure reports format is shown on Annex 2 attached to this contract. The quarterly expenditure reports are due on the 15th of October, January, and April, with the final report due July

Said report must be in form and substance acceptable to Metro and must be prepared by a Certified Public Accounting Firm or the Chief Financial Officer of the Recipient Organization.

# Program Report

10, 2025.

All grantees must submit programmatic report once a year to explain how the grant has been used on behalf of the citizens of Davidson County. The report is due on July 10, 2025.

Failure to comply with the program reporting requirements would constitute a violation of the grant contract. NAZA will provide the template during the year.

- C.5. Payment of Invoice. The payment of any invoice by Metro will not prejudice Metro's right to object to the invoice or any other related matter. Any payment by Metro will neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs included therein.
- C.6. Unallowable Costs. The Recipient's invoice may be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by Metro, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs. Utilization of Metro funding for services to non-Davidson County residents is not allowed.
- C.7. **Deductions.** Metro reserves the right to adjust any amounts which are or become due and payable to the Recipient by Metro under this or any Contract by deducting any amounts which are or become due and payable to Metro by the Recipient under this or any Contract.

- C.8. **Travel Compensation.** Payment to the Recipient for travel, meals, or lodging is subject to amounts and limitations specified in Metro's Travel Regulations and subject to the Grant Budget.
- C.9. Electronic Payment. Metro requires as a condition of this contract that the Recipient have on file with Metro a completed and signed "ACH Form for Electronic Payment". If Recipient has not previously submitted the form to Metro or if Recipient's information has changed, Recipient will have thirty (30) days to complete, sign, and return the form. Thereafter, all payments to the Recipient, under this or any other contract the Recipient has with Metro, must be made electronically.

#### D STANDARD TERMS AND CONDITIONS:

- D.1. **Required Approvals.** Metro is not bound by this Grant Contract until it is approved by the appropriate Metro representatives as indicated on the signature page of this Grant.
- D.2. **Modification and Amendment.** This Grant Contract may be modified only by a written amendment that has been approved in accordance with all Metro procedures and by appropriate legislation of the Metropolitan Council,
- D.3. Termination for Cause. Metro shall have the right to terminate this Grant Contract Immediately if Metro determines that Recipient, its employees or principals have engaged in conduct or violated any federal, state or local laws which affect the ability of Recipient to effectively provide services under this Grant Contract. Should the Recipient fail to properly perform its obligations under this Grant Contract or if the Recipient violates any terms of this Grant Contract, Metro will have the right to immediately terminate the Grant Contract and the Recipient must return to Metro any and all grant monies for services or programs under the grant not performed as of the termination date. The Recipient must also return to Metro any and all funds expended for purposes contrary to the terms of the Grant Contract. Such termination will not relieve the Recipient of any liability to Metro for damages sustained by virtue of any breach by the Recipient.
- D.4. Termination—Notice, Metro may terminate this Grant Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the Recipient, Metro shall give the Recipient at least thirty (30) days written notice before the effective termination date.
- D.5. Termination –Funding. This Grant Contract is subject to the appropriation and availability of local, State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, Metro shall have the right to terminate this Grant Contract immediately upon written notice to the Recipient. Upon receipt of the written notice, the Recipient shall cease all work associated with this Grant Contract on or before the effective termination date specified in the written notice. Should such an event occur, the Recipient shall be entitled to compensation for all satisfactory and authorized services completed as of the effective termination date. The Recipient shall be responsible for repayment of any funds already received in excess of satisfactory and authorized services completed as of the effective termination date.
- D.6. Subcontracting. The Recipient may not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of Metro. Notwithstanding any use of approved subcontractors, the Recipient will be considered the prime Recipient and will be responsible for all work performed.
- D.7. Conflicts of Interest. The Recipient warrants that no part of the total Grant Amount will be paid directly or indirectly to an employee or official of Metro as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Recipient in connection with any work completed or performed relative to this Grant Contract.

- D.8. **Nondiscrimination.** The Recipient hereby agrees, warrants, and assures that no person will be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Recipient on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification which is in violation of applicable laws. The Recipient must, upon request, show proof of such nondiscrimination and must post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.9. Records. The Recipient must maintain documentation for all charges to Metro under this Grant Contract. The books, records, and documents of the Recipient, insofar as they relate to work performed or money received under this Grant Contract, must be maintained for a period of three (3) full years from the date of the final payment or until the Recipient engages a licensed independent public accountant to perform an audit of its activities. The books, records, and documents of the Recipient insofar as they relate to work performed or money received under this Grant Contract are subject to audit at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. Records must be maintained in accordance with the standards outlined in the Non-Profit Grants Manual. The financial statements must be prepared in accordance with generally accepted accounting principles.
- D.10. **Monitoring.** The Recipient's activities conducted and records maintained pursuant to this Grant Contract are subject to monitoring and evaluation by The Metropolitan Office of Financial Accountability or Metro's duly appointed representatives. The Recipient must make all audit, accounting, or financial records, notes, and other documents pertinent to this grant available for review by the Metropolitan Office of Financial Accountability, Internal Audit or Metro's representatives, upon request, during normal working hours.
- D.11. Narrative Reporting. The Recipient must submit a <u>Year-End Program Report</u>, to be received by July 10th. Said report shall detail the outcome of the activities funded under this Grant Contract.
- D.12. **Financial Reporting.** The Recipient must submit quarterly expenditure report for the 2024-2025 programming year to reconcile grant receipts with grant revenues. Reports must be received no later than the 15<sup>th</sup> day of October, January, and April and July 10 of FY '25 (July 1, 2024 June 30, 2025).
- D.13. **Strict Performance.** Failure by Metro to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement is not a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract is considered to be waived, modified, or deleted except by a written amendment by the appropriate parties as indicated on the signature page of this Grant.
- D.14. Insurance. The Recipient agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all applicable taxes incident to this Grant Contract.

#### D.14.1 Proof of Insurance

During the term of this Contract, for any and all awards, CONTRACTOR shall, at its sole expense, obtain and maintain in full force and effect for the duration of this Contract, including any extension, the types and amounts of insurance identified below by a checked box. Proof of insurance shall be required naming METRO as additional insured and identifying the Purchase Order on the Acord document.

#### D.14.2 General Liability Insurance

In the amount of one million (\$1,000,000.00) dollars

# D.14.3 Automobile Liability Insurance

In the amount of one million (\$1,000,000.00) dollars (if vendor will be making on-site deliveries)

#### D.14.4 Worker's Compensation Insurance

With statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand (\$100,000.00) dollars, as required by the laws of Tennessee (Not required for companies with fewer than five (5) employees).

# D.14.5 Sexual Molestation and Abuse Insurance

In the amount of one million (\$1,000,000.00) dollars.

#### D.14.6 Such insurance shall:

Contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

For any claims related to this agreement, CONTRACTOR'S insurance coverage shall be primary insurance as respects METRO, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering METRO, its officials, officers, employees, and volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it.

Automotive Liability Insurance including vehicles owned, hired, and non-owned. Said insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of CONTRACTOR.

Worker's Compensation (if applicable), CONTRACTOR shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance. CONTRACTOR shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by CONTRACTOR'S workers' compensation insurance coverage.

# D.14.7

Prior to commencement of services, CONTRACTOR shall furnish METRO with original certificates and amendatory endorsements affecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to:

DEPARTMENT OF LAW INSURANCE AND RISK MANAGEMENT METROPOLITAN COURTHOUSE, SUITE 108 PO BOX 196300 NASHVILLE, TN 37219-6300

Provide certified copies of endorsements and policies if requested by METRO in lieu of or in addition to certificates of insurance.

Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services. Maintain such insurance from the time services commence until services are completed and attach the certificates of insurance in the METRO system. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by METRO as a material breach of contract.

Place such insurance with insurer licensed to business in Tennessee and having A.M. Best Company ratings of no less than A-. Modification of this standard may be considered upon appeal to the METRO Director of Risk Management Services.

Require all subcontractors to maintain during the term of the agreement Commercial General Liability insurance, Business Automobile Liability insurance, and Worker's Compensation/Employers Liability insurance (unless subcontractor's employees are covered by CONTRACTOR'S insurance) in the same manner as specified for CONTRACTOR. CONTRACTOR shall file subcontractor's certificates of insurance in METRO's system.

Any deductibles and/or self-insured retentions greater than \$10,000.00 must be disclosed to and approved by METRO prior to the commencement of services.

If the CONTRACTOR has or obtains primary or excess policy(ies), there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.

- D.15. Metro Liability. Metro will have no liability except as specifically provided in this Grant Contract.
- D.16. Independent Contractor.\_Nothing herein will in any way be construed or intended to create a partnership or joint venture between the Recipient and Metro or to create the relationship of principal and agent between or among the Recipient and Metro. The Recipient must not hold itself out in a manner contrary to the terms of this paragraph. Metro will not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.
- D.17. Indemnification and Hold Harmless.
  - (a) Recipient agrees to indemnify, defend, and hold harmless Metro, its officers, agents and employees from any claims, damages, penalties, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Recipient, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract, and any claims, damages, penalties, costs and attorney fees arising from any failure of Recipient, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
  - (b) Metro will not indemnify, defend or hold harmless in any fashion the Recipient from any claims, regardless of any language in any attachment or other document that the Recipient may provide.
  - (c) Recipient will pay Metro any expenses incurred as a result of Recipient's failure to fulfill any obligation in a professional and timely manner under this Contract.
  - (d) Recipient's duties under this section will survive the termination or expiration of the grant.
- D.18. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party. Except as provided in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a breach under this Grant Contract. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. Recipient will promptly notify Metro within forty-eight (48) hours of any delay caused by a Force Majeure Event and will describe in reasonable detail the nature of the Force Majeure Event.
- D.19. State, Local and Federal Compliance. The Recipient agrees to comply with all applicable federal, state and local laws and regulations in the performance of this Grant Contract. Metro shall have

the right to terminate this Grant Contract at any time for failure of Recipient to comply with applicable federal, state or local laws in connection with the performance of services under this Grant Contract.

- D.20. Governing Law and Venue. The validity, construction and effect of this Grant Contract and any and all extensions and/or modifications thereof will be governed by and construed in accordance with the laws of the State of Tennessee. The venue for legal action concerning this Grant Contract will be in the courts of Davidson County, Tennessee.
- D.21. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.22. **Headings.** Section headings are for reference purposes only and will not be construed as part of this Grant Contract.
- D.23. **Metro Interest in Equipment.** The Recipient will take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Grant Contract, subject to Metro's equitable interest therein, to the extent of its *pro rata* share, based upon Metro's contribution to the purchase price. "Equipment" is defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$5,000,00.

The Recipient agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at any time during the term of the Grant Contract, the Recipient must request written approval from Metro for any proposed disposition of equipment purchased with Grant funds. All equipment must be disposed of in such a manner as parties may agree as appropriate and in accordance with any applicable federal, state or local laws or regulations.

- D.24. Assignment—Consent Required. The provisions of this contract will inure to the benefit of and will be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Recipient under this contract, neither this contract nor any of the rights and obligations of Recipient hereunder may be assigned or transferred in whole or in part without the prior written consent of Metro. Any such assignment or transfer will not release Recipient from its obligations hereunder. Notice of assignment of any rights to money due to Recipient under this Contract must be sent to the attention of the Metro Department of Finance
- D.25. Gratuities and Kickbacks. It will be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparations of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It will be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this

contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from participation in Metropolitan Government contracts.

D.26. **Communications and Contacts.** All instructions, notices, consents, demands, or other communications from the Recipient required or contemplated by this Grant Contract must be in writing and must be made by facsimile transmission, or by first class mail, addressed to the respective party at the appropriate facsimile number or address as set forth below <u>or</u> to such other party, facsimile number, or address as may be hereafter specified by written notice.

#### Metro

For contract-related matters: Nashville Public Library NAZA Communications Manager 615 Church Street Nashville, TN 37219 (615) 862-5894 For inquiries regarding invoices: Nashville Public Library NAZA Procurement Officer 615 Church Street Nashville, TN 37219 615-862-5800 ext. 73731

#### Recipient

Nikki Walker, Executive Director East Nashville Hope Exchange 419 Woodland St Nashville, TN 37206 615-608-2450

- D.27. Lobbying. The Recipient certifies, to the best of its knowledge and belief, that:
  - a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Recipient must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - c. The Recipient will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all subcontractors of federally appropriated funds shall certify and disclose accordingly.

# D.28. Certification Regarding Debarment and Convictions.

- Recipient certifies that Recipient, and its current and future principals:
  - are not presently debarred, suspended, or proposed for debarment from participation in any federal or state grant program;

- have not within a three (3) year period preceding this Grant Contract been convicted
  of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or
  performing a public (federal, state, or local) grant;
- have not within a three (3) year period preceding this Grant Contract been convicted of embezzlement, obstruction of justice, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
- iii. are not presently indicted or otherwise criminally charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in sections D.25(a)(ii) and D.25(a)(iii) of this certification.
- b. Recipient shall provide immediate written notice to Metro if at any time Recipient learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals fall under any of the prohibitions of Section D.25(a).
- D.29. Effective Date. This contract will not be binding upon the parties until it has been signed first by the Recipient and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this contract will be effective as of the date first written above.

#### Annexes

The following annexes constitute part of this contract:

Annex 1 – Metro Invoice Template Annex 5 – Partner Data-Sharing Sub-Agreement

Annex 2 - Expenditure Report Template Annex 6 - Performance Indicators

Annex 3 – Budget Annex 7 – Enrollment forms

<u>Annex 4</u> – Minimum Standards for NAZA funding <u>Annex 8</u> – Program site/s

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Grant contract between the Metropolitan Government Nashville Hope Exchange, Contract #	nent of Nashville and Davidson County and East July 1, 2024 – June 30, 2025
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:  APPROVED AS TO AVAILABILITY OF FUNDS:  Kevin Crumbo/mjw  Director of Finance	RECIPIENT: EastNashville Hope Exchange  By (Signature): Why (Yulki) Walk  Authorized Officer Name:  Title: **EXECUTIVE Director**
	Sworn to and subscribed to before me a Notary Public, this 30 day of May , 2024  Notary Public David Kei h
APPROVED AS TO RISK AND INSURANCE:  Balogun Cobb  Director of Insurance	12 (29/25
APPROVED AS TO FORM AND LEGALITY:  Watthew Garth  Metropolitan Attorney	STATE OF TENNESSEE NOTARY PUBLIC OF SON
FILED IN THE OFFICE OF THE CLERK:  Metropolitan Clerk	10.00.1
NASHVILLE PUBLIC LIBRARY	My Commission expires 12129135_
Docusigned by:  5/29/2024  55/29/2024	_
Interim Library Director	

DocuSign Envelope ID: 88F39357-15EE-483B-B598-671AD246E568

Metropolitan Go	overnment of Nash	ville and Davidson County/Nashvill	le Public Library/ NAZA		
	Fui	nds For FY 2025 Program	-		
	East Nashville Hope	T	1	+	
ORGANIZATION NAME	Exchange	CONTRACT # (Office Use):			
	My Family, My Community,	(0.110.10.1.11.10.10.00.00.).			
PROGRAM NAME	My World	START DATE:	1-Jul-24		
ADDRESS	419 Woodldand Street	END DATE:	30-June-25		
CITY, STATE & ZIP	Nashville, TN 37206	CONTACT PERSON	Nikki alker		
FEDERAL ID # (EIN)	30-0615389	CONTACT TELEPHONE	(615) 608 - 2450		
COST CATEGORIES	TOTAL BUDGET REQUEST	BUDGET EXPLANATION/DETAILS		OTHER FUNDING Funding amount from other sources invested in serving the same number of slots requested from NAZA	Grantor name
After-School Programs		After-school program starts 09/03/2024   Per slot rate for afterschool is \$1,355			
Salaries and Wages	0.00	Number of staff x Number of hours and hourly rate charged to this grant or percentage of salary for each charged to this grant			
Benefits and Taxes	0.00	Types of benefits, rates and number of staff, whose	e benefits are charged to this grant		
Total Personnel Expenses	0.00	, and the same of	as as a second grant		
Office Supplies		Estimated unit number and unit cost or % of total co	ost charged to this grant		
Communications	0.00	Estimated unit number and unit cost or % of total or			
Postage and Shipping		Estimated unit number and unit cost or % of total or			
Occupancy		Estimated unit number and unit cost or % of total co			
Equipment Rental and Maintenance		Estimated unit number and unit cost or % of total co			
Printing and Publications		Estimated unit number and unit cost or % of total co			
Travel/Conferences & Meetings		Milage, parking and other travel unit cost and unit n			
Insurance		Unit cost or % of total cost charged to this grant			
Direct youth costs (learning supplies,					
learning software, programs, games, foo etc.)		Per youth average cost or cost per purchse type			
Transportation		Daily rate, number of days separated by afterschool	and summer (if applicable)	1	
Field Trips		Per youth average cost or cost per trip and estimate		1	
Professional Fees/Enhancement partner		Any contracted services, including external enhance		1	
Other Non-Personnel		Anything else that is part of programming cost but i			
	0.00	ranyaming older triat to part or programming door but t	o not noted		
Indirect Cost		Parners can choose to budget either separate line in up to 20% of their total budget. The Indirect cost re-			
Total Non personne	0.00	cost allocation plan that will be acceptable for NAZ			
Total Non-personne	0.00				
Total Non-personne Afterschool sub-tota					
	0.00				
	0.00		A in line with Metro Grants Manual.		
Afterschool sub-tota	0.00	cost allocation plan that will be acceptable for NAZA	A in line with Metro Grants Manual.  % of salary each) (Site Director 25% of		
Afterschool sub-tota	0.00	cost allocation plan that will be acceptable for NAZ/ 3 Staff x 10 students (Lead & AssistantTeacher 75's salary 3 Staff x 10 students (Lead Teacher 75% of salary,	A in line with Metro Grants Manual.  % of salary each) (Site Director 25% of		
Afterschool sub-total Summer Programs  Salaries and Wages Benefits and Taxes	11,500.00 0.00	cost allocation plan that will be acceptable for NAZ/ 3 Staff x 10 students (Lead & AssistantTeacher 75's salary 3 Staff x 10 students (Lead Teacher 75% of salary, Assistant Teacher 75% of salary, Site Director 25% salary)	A in line with Metro Grants Manual.  % of salary each) (Site Director 25% of		
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NAZA Annex 8 - 2024-2025 Finalized Entries

Response ID: 17207

Submitted Date: 2024-05-23 19:21:13 Completion Time: 2 min. 17 sec.

Name of Organization

**East Nashville Hope Exchange** 

Days of Week of Afterschool Program

5 days per week

Afterschool site plan

**Community Site** 

Are you conducting summer programming?

Yes

Afterschool Program Name

East Nashville Hope Exchange

Name of Community Site Location

St. Ann's Episcopal Church

Address of Community Program Site

419 Woodland Street

Target School for Community Site

**Maplewood & Stratford Cluster Schools** 

Number of youths targeted for site

**10** 

3rd Party Van/Mini-bus needed?

No

Summer Program Name

**East Nashville Hope Exchange** 

Name of Summer Site Location

First Baptist Church South Inglewood

**Summer Location address** 

# 1515 Ann Street, Nashville 37216

Number of summer youth targeted for site (If applicable, include total for July 2024 & June 2025)

**10** 

Proposed months of Summer programming

# Both

Will the organization's July 2024 and June 2025 programming have different timeframes?  $\mathbf{No}$ 

Weeks of Programming

6 weeks

Days per Week of Summer Program

5 days per week

Hours per Day

7 hours

Programming Time Frame

8am-3pm

# GRANT CONTRACT BETWEEN THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY AND

GLOBAL OUTREACH DEVELOPMENTS INTERNATIONAL

This Grant Contract issued and entered into by and between the Metropolitan Government of Nashville and Davidson County, Nashville Public Library ("Metro") on behalf of Nashville After Zone Alliance (NAZA), and **Global Outreach Developments International**, ("Recipient"), is for the provision of free and high-quality afterschool programs, as further defined in the "SCOPE OF PROGRAM". The Recipient's annual report and audit are incorporated herein by reference.

#### A. SCOPE OF PROGRAM:

# A.1. Schedule and Content

NAZA-funded programs will align with the Metro Schools calendar and be available to youth Monday through Thursday during the fall semester (September 3 to December 13, 2024) and spring semester (January 8 to May 9, 2025), on days when MNPS is in session. Programs should run at least for 28 weeks. *NAZA-funded programs may choose to offer longer programs*.

Please note that NAZA-funded programs will not begin before Labor Day due to unavailability of MNPS transportation.

NAZA-funded summer program with **Global Outreach Developments International** will occur between July 1-31, 2024 and/or June 1-30, 2025. (not applicable to organizations not providing summer programming)

NAZA-funded activities should support youths' physical, social, emotional, cognitive and academic skills development, help them build purpose through learning, and have relevance to their real-life experiences. Throughout the program day, staff should intentionally infuse opportunities for youth to read, write, speak, and listen as well as allocate time for community building and reflection. When possible, programs should consider encouraging youth to be part of activity design or leading to enable them practice leadership skills. Each day should begin with check-in and snack/meals (when in person). Additional activities may be offered by the NAZA funded partner outside of this timeframe at the partner's expense, with no cost to youth and their families.

A typical program day should focus to creatively combine:

- School day supports (reading, homework, etc.)
- Enrichments (e.g. arts education; STEAM engineering challenges, service learning, etc.)
   reflecting youth voice and choice and have a learning focus, either provided by program staff or external enrichment partners.
- Focus on youth's skill building, in line with Nashville's Vision for Holistic Youth Development (curricula with activities will be available for each of the 12 skills).
- Other Experiences (e.g. physical activity, health and wellness, mental health, healthy eating
  activities, team games with rules, career exploration, field trips and other age-appropriate
  developmental activities.) that offer fun, support team and relationship building and foster holistic
  youth development.

- NAZA funds should not in any shape or form be related to any religious content or affiliation.
   NAZA-funded programs should not proselytize during their regular programming time, nor should youth be accepted or denied based on their religious affiliation or commitment to engaging in any type of religious activities before or after NAZA programming time.
- While we encourage using various learning software and educational games to enhance youth learning, we strictly prohibit enabling access to any video games that include violence, shooting or other unwanted behaviors, especially those rated M for Mature, are of solely entertainment purposes during NAZA-funded time. Programming time should focus on young people's development.

Each after-school programming day should begin with check-in and a snack or meal. Additional activities may be offered by the funded partner outside of this timeframe at the partner's expense, with no cost to youth and their families.

Recipient must ask parents and youth (who are not participating in sports) to commit to attend regularly, on an on-going basis when program is in session, for both fall and spring semesters. Only youth who have returned a fully completed enrollment form may participate in NAZA-funded programs.

# Requirements for Programming

By initialing each item below, Recipient agrees to the following:

1. Supervision: Recipient commits to maintaining a staff: youth ratio not to exceed 1:15 at all times by establishing and maintaining a mechanism for substitutions. Youth will be supervised at all times by program staff.

2. School Relationships: Recipient will be actively involved in communicating and collaborating with schools to enhance youth learning. They will participate in planning meetings with school principals and staff, including Community Achieves staff to help meet school outcomes and to track youth progress. Program staff will also meet with principals and school staff when needed or possible to address strategies for program recruitment, retention, and attendance tracking.

Recipient will receive space approval from school administration for programming.

3. Recruitment and Family Engagement: Recipient is responsible for recruiting youth, leading program activities, and engaging in family outreach. Recipient will promote consistent participation/retention levels by contacting each family/youth before programming begins, whenever absences begin to develop a pattern, and to confirm an exit/withdrawal if appropriate. Recipient will serve at least 90% of the youth they projected to serve.

Youth with no afterschool options should be the first priority for enrollment in NAZA-funded programs. If spots are available, youth participating in school-sponsored athletics can choose to attend school athletics as a portion of their NAZA-funded program time if they can commit to partially (at least one hour per day) attend NAZA-funded programming and the program has more than one staff on site. Only students participating in at least one hour of programming can benefit from a snack/meal, learning time, and transportation home and counted towards the funded slots. Only youth who have returned a fully completed enrollment form, signed by parent/guardian, may participate.

4) Attendance: Recipient commits to maintain daily attendance, updating the NAZA attendance tracking tool (Salesforce) on a weekly basis (daily direct attendance taking in the Salesforce is strongly recommended); this requires a computer or any other device with internet access. Recipient staff will ensure that youth sign in with their given first and last name daily using the NAZA approved sign-in sheets to verify youth participation. The youth attendance reflected on the sign-in sheet/daily attendance log must match the attendance entered into the Salesforce platform.



For each NAZA -funded partner, the program director and all frontline staff working with youth are required to attend or complete several trainings. Please see below:

# Program Directors and Site Managers are required to attend the following:

- NAZA Essential Operations training
- Introduction to Positive Youth Development (PYD) training
- At least two trainings on the Growth Practices.
- Program Quality Basics (PQA Basics) either in person or online (online version is available at the partner's expense if missed scheduled training offered by NAZA)

 Any training required by MNPS for staff working in school buildings will be made available to NAZA partner staff.

Note: Program Directors and Site Managers who have successfully completed PYD in the past are exempt from retaking. The NAZA Essential Operations training will be archived and accessible online, while Introduction to Positive Youth Development will be conducted multiple times annually. Returning Program Directors and Site Coordinators who have previously completed the PQA Basics or SEL PQA will only need to redo the training every 3 years. Choosing to take SEL PQA requires a prior completion of PQA Basics.

# Program Directors and Site Managers strongly recommended trainings:

- Advanced Positive Youth Development
- Salesforce Student Management Systems
- Strategies for Employee Retention and Recruitment
- Any additional trainings offered to NAZA-funded partners supporting high-quality
  programming, as well as the achievement of their Program Improvement Plan. Returning site
  staff are encouraged to attend additional trainings that will support the program's continued
  quality improvement.
- Attend at least three professional development opportunities, in addition to other require trainings, either in-person or online, from the following: Weikart online trainings, Exploring Data Training, NAZA's Learning Management System (LMS), or NAZA Learn, Engage, Develop (L.E.D.) Conference.

For each NAZA -funded partner, front-line and part-time staff working with youth are required to attend or complete several trainings. Please see the following for requirements:

# Front-line and Part-time staff are required to attend the following trainings:

- Essential Operations training (only topics labeled and related to front-line and part-time staff)
- Positive Youth Development (new staff and staff who have not completed this requirement).
- Two (2) trainings on the Growth Practices

# Front-line and Part-time staff strongly recommended trainings:

- Advanced Positive Youth Development
- Salesforce Student Management Systems
- Strategies for Employee Retention and Recruitment
- Any additional trainings offered to NAZA-funded partners supporting high-quality
  programming, as well as the achievement of their Program Improvement Plan. Returning site
  staff are encouraged to attend additional trainings that will support the program's continued
  quality improvement.
- Attend at least three professional development opportunities, in addition to other require trainings, either in-person or online, from the following: Weikart online trainings, Exploring Data Training, NAZA's Learning Management System (LMS), or NAZA Learn, Engage, Develop (L.E.D.) Conference.

\_ Evaluation Tools:

All program directors/managers and site coordinators of NAZA-funded programs will participate in the **Program Quality Improvement (PQI)** cycle. Self-assessments will be required for both fall and spring semesters. External assessments may be scheduled per need and availability of external assessors.

The **Youth Program Quality Improvement (YPQI)** cycle **is** comprised of the following quality improvement activities, offered at no cost to Partners:

- a) A baseline self-assessment utilizing the Youth Program Quality Assessment (YPQA) or Social-Emotional Learning Program Quality Assessment (SEL PQA) tool. Program staff conduct pre-self-assessment of their program and enter results in YPQI's Scores Reporter.
- b) Developing and uploading a **Program Improvement Plan** based on the results of all available YPQA or SELPQA assessment tools (i.e. self-assessments, external assessments, and Leading Indicator Survey results).
- c) A follow-up YPQA/SEL PQA self-assessment at the end of the school year, also entered into Scores Reporter, and planning for the following fall semester based on the results of this assessment.
- d) An external assessment will be conducted by assessors trained by Weikart Center every three years for returning partners unless otherwise requested. For new partners one external assessment will be conducted annually for the for the first three years.
- e) The two assessments are reviewed to develop an understanding of how well the program is performing with regard to NAZA Quality Standards.
- f) Additionally, NAZA-funded partners are required to administer YPQI's Leading Indicators Survey, Youth annually in the spring semester to youth enrolled at each site to capture youth experience with the program.
- g) NAZA-funded partners are required to administer YPQI's as Leading Indicators Survey, Staff annually in the spring semester to capture the experiences of staff with the program.
- h) NAZA-funded partners are also required to administer YPQI's **Leading Indicators Survey**, **Managers** annually in the spring semester to capture the experiences of administrators with the program.
- i) NAZA-funded partners are also required to provide access to YPQI's Leading Indicators Survey, Family annually in the spring semester to attempt to capture the experiences of parents and guardians of youth in the program.
- j) NAZA partners will have access to **students' school data** through the **data-sharing agreement** between NAZA/NPL and MNPS. Partners will be required to attend two trainings <u>as soon as they become available</u> on: 1) Responsible use of data, and 2) Understanding the academic data.
- k) Partners will be required to sign the **data-sharing sub-agreement** (to be attached to the contract) of this document and adhere to all requirements under that document so that they can have access to student data.
- 14) \_\_\_\_\_ Youth Survey: Recipient is required to administer a one-time Leading Indicator Survey, Youth to enrolled youth at each site in the spring semester.
- 15) Staff Survey (Director/Manager and Frontline): Recipient is required to administer a one-time Leading Indicator Survey, Staff by program staff the spring semester.
- 16) \_\_\_\_\_ Family Survey: Recipient is required to provide families access to a one-time Leading Indicator Survey, Family by program administrators the spring semester.
- 17) Compliance with MNPS Requirements: Programs offered at participating Metro schools will operate in full compliance with MNPS requirements, including covid-related procedures, liability

insurance, criminal background checks, non-discrimination, ADA, and other related standard Metro requirements, confidentiality of student records per FERPA, operation as a non-profit, and transportation policies (as appropriate).

# Operational Policles:

Recipient will operate in full compliance with the following policies and maintain relevant documentation to verify compliance with the policies. Recipient agrees to:

- Maintain an active 501(c)(3) registration unless the applicant is a public entity.
- Maintain up-to-date certificates verifying the following insurance: commercial general liability, sexual/abuse/sexual harassment, automobile liability (if applicable) and professional liability insurance with limits not less than one million dollars each occurrence. The Recipient shall provide an updated certificate of insurance upon expiration of the current certificate.
- Nondiscrimination, which precludes Recipient from discriminating on the basis of race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability in admission, access to, or operation of programs, services, or activities. Note that Metro does not discriminate on the basis of race, raligion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability in admission to, access to, or operation of programs, services, or activities. Metro does not discriminate in hiring or employment practices.
- Follow MNPS operating procedures on verification of criminal background checks on all program staff
  and volunteers. On school grounds, the MNPS criminal background check contractor shall be used for
  employees. As long as there is no break in service with the agency, staff will not be required to be
  fingerprinted yearly. If there is any break in service at all, or if they must go through a rehiring process,
  they are required to complete a background check including fingerprinting.
- Ensure that all educational records created, disclosed or maintained pursuant to the terms of this
  contract are confidential and shall be created, disclosed and maintained pursuant to the provisions of
  the Family Educational Rights and Privacy Act (20 U.S.C.A. s #1232g), its regulations and Board of
  Education policy.
- Appropriately spend Metro dollars, document the spending, and follow Metro guidelines for allowable
  costs. Recipient is responsible for properly documenting the spending under their contracts, organizing
  the documentation separately by year, and storing that documentation for three years for auditing
  purposes. The documents must be readily available for a Metro Audit.
- Meet NAZA's Minimum Quality Standards (see Annex 4) and maintain relevant documentation to verify compliance with the policies.
- Meet the 2024-2025 Performance Indicators specific to the Recipient (see Annex 6).
- Maintain accurate youth enrollment forms (Annex 7) and ensure that all youth have enrollment
  forms signed before they accept a youth into their program. Enrollment forms, as well as evidence
  to back up outputs and outcomes cited in narrative reports, must be maintained by the Recipient and
  stored for three years for auditing purposes. The documents must be readily available any time that the
  Metro requests them, including as part of an Audit.

Enrollment forms must be fully completed and accurate. Forms should include legitimate first and last names youth, their birthdates, student ID numbers, names of legal guardians and emergency contacts, and accurate addresses, phone numbers, e-mails and medical information (as needed) among other information pieces.

In summary, the Recipient will commit to the following:

- 1. Delivering quality afterschool (and summer, if chosen) programming for the fall and spring semesters in locations identified in Annex 8, aligned with MNPS scheduling;
- 2. Submitting daily attendance using the NAZA attendance tracking tool, keeping all data updated on a weekly basis, along with all supporting documentation. Ensure monthly attendance updates are in the system by the second working day of each month;
- 3. Serving at least 90 percent of the number of youth the Agency projected to serve for the 2024-2025 school year, reflecting ongoing youth recruitment activities, engaging programming, and strong communications with the school community; and
- 4. Full implementation of program quality requirements, including administration of the youth survey.

Violation or breach of this scope may result in <u>Corrective Action</u>. Continued violation could result in termination of the contract.

- A.2. The Recipient must spend these funds consistent with the Grant Budget, attached and incorporated herein as **Annex 3**. The Recipient must collect data to evaluate the effectiveness of their services and must provide those results to Metro upon request.
- A.3. The Recipient will only utilize these funds for services the Recipient provides to **documented** residents of Davidson County. Documentation of residency may be established with a recent utility bill; voter's registration card; driver's license or other government issued-ID; current record from a school showing address; affidavit by landlord; or affidavit by a nonprofit treatment, shelter, half-way house, or homeless assistance entity located within Davidson County. Recipient agrees that it will not use Metro funding for services to non-Davidson County residents.
- A.4. Additionally, the Recipient must collect data on the primary county of residence of the clients it serves and provide that data to Metro upon request.

# B. GRANT CONTRACT TERM:

- B.1. Grant Contract Term. The term of this Grant will be twelve (12) months, commencing on July 1, 2024 and ending on June 30, 2025. Metro will have no obligation for services rendered by the Recipient that are not performed within this term.
- B.2. Extendable Grants. This grant may be extended by 12 months, not exceed 60 months (with 12-month terms each time upon annual approval/availability of NAZA funds). To be considered for extension, Recipients must meet the following conditions:
  - NAZA funded-partner for 5 years with no contract disruption or corrective action plan within the past 12 months;
  - Exhibit low-risk on Metro Risk Assessment tool;
  - Present annual audit covering the past 12 months, as of May 1st of the current year;
  - Pass annual compliance checks;
  - Meet performance indicators set in the contract.

Upon meeting all of the criteria above a grant contract extension may be offered annually through a contract amendment process.

# C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event will Metro's maximum liability under this Grant Contract exceed \$241,815 (133 slots for afterschool, 35 slots for summer, and transportation). The Grant Budget will constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient's obligations hereunder. The Grant Budget line items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Recipient.

Subject to modification and amendments as provided in section D.2 of this agreement, this amount will constitute the Grant Amount and the entire compensation to be provided to the Recipient by Metro.

- C.2. Use of Funds. NAZA funds may be used for educational purposes only; organizations funded by NAZA must not promote religious practices nor proselytize during programming time. Such activities may be offered by funded partners outside of their NAZA-funded program time. However, MNPS transportation and other NAZA resources will not be available, and youth who do not wish to participate must not be penalized in any way.
- C.3 Payment Methodology. The Recipient will only be compensated for actual costs based upon the Grant Budget and reconciliation reports, not to exceed the maximum liability established in Section C.1.

Recipient can expect to receive three payments during the contracted year. Each payment will be received no later than 30 days from the invoice date of the finalized and NAZA approved statement.

First invoice may include up to 50% of the total awarded amount as an advance request to enable programs to procure necessary supplies for beneficiary youth and hire qualified staff to enable proper programming from the beginning of the year.

The first invoice will be processed after the contract is filed with Metro Clerk and within 30 days from the date of the finalized and approved invoice receipt by NAZA.

The second invoice of up to 40% of the total awarded amount will be processed based on the actual expenditures of the programs. The invoice must be submitted by January 15<sup>th</sup> along with the second scheduled expenditure report.

The third and final invoice of up to 10% of the total awarded amount will be processed upon the receipt of the Year-End narrative and expenditure report due July 10<sup>th</sup>. Any invoice not received by the deadline date will not be processed and all remaining grant funds will expire. This final payment will equal the total actual spending for the contract year and cannot exceed the approved awarded amount. No invoice for 2024-2025 school year will be processed after July 10, 2025.

All actually reported expenditures must have backup documentation filed at the recipient organization for Metro Audit.

If the contract is terminated earlier or any funds remain unspent based on the reports, the unspent amounts will be returned to Metro.

Recipient must send all invoices to:

Nashville After Zone Alliance 615 Church St, Nashville, TN 37219 or emailed to Teriz.Fahmy@nashville.gov

# C.4. Reporting

**Expenditure Report.** All Recipients will submit quarterly expenditure reports. Report templates will be provided by NAZA.

All grantees must submit expenditure reports four times a year to reconcile grant receipts with grant revenues. NAZA will monitor fund recipients for compliance with reporting requirements. Failure to comply with the reporting requirements would constitute a violation of the grant contract. The expenditure reports format is shown on Annex 2 attached to this contract. The quarterly expenditure reports are due on the 15<sup>th</sup> of October, January, and April, with the final report due July 10, 2025.

Said report must be in form and substance acceptable to Metro and must be prepared by a Certified Public Accounting Firm or the Chief Financial Officer of the Recipient Organization.

#### Program Report

All grantees must submit programmatic report once a year to explain how the grant has been used on behalf of the citizens of Davidson County. The report is due on July 10, 2025.

Failure to comply with the program reporting requirements would constitute a violation of the grant contract. NAZA will provide the template during the year.

- C.5. **Payment of Invoice.** The payment of any invoice by Metro will not prejudice Metro's right to object to the invoice or any other related matter. Any payment by Metro will neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs included therein.
- C.6. **Unallowable Costs.** The Recipient's invoice may be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by Metro, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs. Utilization of Metro funding for services to non-Davidson County residents is not allowed.
- C.7. **Deductions.** Metro reserves the right to adjust any amounts which are or become due and payable to the Recipient by Metro under this or any Contract by deducting any amounts which are or become due and payable to Metro by the Recipient under this or any Contract.
- C.8. **Travel Compensation.** Payment to the Recipient for travel, meals, or lodging is subject to amounts and limitations specified in Metro's Travel Regulations and subject to the Grant Budget.
- C.9. **Electronic Payment.** Metro requires as a condition of this contract that the Recipient have on file with Metro a completed and signed "ACH Form for Electronic Payment". If Recipient has not previously submitted the form to Metro or if Recipient's information has changed, Recipient will have thirty (30) days to complete, sign, and return the form. Thereafter, all payments to the Recipient, under this or any other contract the Recipient has with Metro, must be made electronically.

# D. STANDARD TERMS AND CONDITIONS:

- D.1. **Required Approvals.** Metro is not bound by this Grant Contract until it is approved by the appropriate Metro representatives as indicated on the signature page of this Grant.
- D.2. **Modification and Amendment.** This Grant Contract may be modified only by a written amendment that has been approved in accordance with all Metro procedures and by appropriate legislation of the Metropolitan Council.

- D.3. **Termination for Cause.** Metro shall have the right to terminate this Grant Contract immediately if Metro determines that Recipient, its employees or principals have engaged in conduct or violated any federal, state or local laws which affect the ability of Recipient to effectively provide services under this Grant Contract. Should the Recipient fail to properly perform its obligations under this Grant Contract or if the Recipient violates any terms of this Grant Contract, Metro will have the right to immediately terminate the Grant Contract and the Recipient must return to Metro any and all grant monies for services or programs under the grant not performed as of the termination date. The Recipient must also return to Metro any and all funds expended for purposes contrary to the terms of the Grant Contract. Such termination will not relieve the Recipient of any liability to Metro for damages sustained by virtue of any breach by the Recipient.
- D.4. **Termination—Notice.** Metro may terminate this Grant Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the Recipient. Metro shall give the Recipient at least thirty (30) days written notice before the effective termination date.
- D.5. **Termination –Funding.** This Grant Contract is subject to the appropriation and availability of local, State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, Metro shall have the right to terminate this Grant Contract immediately upon written notice to the Recipient. Upon receipt of the written notice, the Recipient shall cease all work associated with this Grant Contract on or before the effective termination date specified in the written notice. Should such an event occur, the Recipient shall be entitled to compensation for all satisfactory and authorized services completed as of the effective termination date. The Recipient shall be responsible for repayment of any funds already received in excess of satisfactory and authorized services completed as of the effective termination date.
- D.6. **Subcontracting.** The Recipient may not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of Metro. Notwithstanding any use of approved subcontractors, the Recipient will be considered the prime Recipient and will be responsible for all work performed.
- D.7. Conflicts of Interest. The Recipient warrants that no part of the total Grant Amount will be paid directly or indirectly to an employee or official of Metro as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Recipient in connection with any work completed or performed relative to this Grant Contract.
- D.8. Nondiscrimination. The Recipient hereby agrees, warrants, and assures that no person will be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Recipient on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification which is in violation of applicable laws. The Recipient must, upon request, show proof of such nondiscrimination and must post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.9. **Records.** The Recipient must maintain documentation for all charges to Metro under this Grant Contract. The books, records, and documents of the Recipient, insofar as they relate to work performed or money received under this Grant Contract, must be maintained for a period of three (3) full years from the date of the final payment or until the Recipient engages a licensed independent public accountant to perform an audit of its activities. The books, records, and documents of the Recipient insofar as they relate to work performed or money received under this Grant Contract are subject to audit at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. Records must be maintained in accordance with the standards outlined in the Non-Profit Grants Manual. The financial statements must be prepared in accordance with generally accepted accounting principles.

- D.10. Monitoring. The Recipient's activities conducted and records maintained pursuant to this Grant Contract are subject to monitoring and evaluation by The Metropolitan Office of Financial Accountability or Metro's duly appointed representatives. The Recipient must make all audit, accounting, or financial records, notes, and other documents pertinent to this grant available for review by the Metropolitan Office of Financial Accountability, Internal Audit or Metro's representatives, upon request, during normal working hours.
- D.11. **Narrative Reporting.** The Recipient must submit a <u>Year-End Program Report</u>, to be received by July 10th. Said report shall detail the outcome of the activities funded under this Grant Contract.
- D.12. **Financial Reporting.** The Recipient must submit quarterly expenditure report for the 2024-2025 programming year to reconcile grant receipts with grant revenues. Reports must be received no later than the 15<sup>th</sup> day of October, January, and April and July 10 of FY '25 (July 1, 2024 June 30, 2025).
- D.13. Strict Performance. Failure by Metro to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement is not a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract is considered to be waived, modified, or deleted except by a written amendment by the appropriate parties as indicated on the signature page of this Grant.
- D.14. **Insurance.** The Recipient agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all applicable taxes incident to this Grant Contract.

# D.14.1 Proof of Insurance

During the term of this Contract, for any and all awards, CONTRACTOR shall, at its sole expense, obtain and maintain in full force and effect for the duration of this Contract, including any extension, the types and amounts of insurance identified below by a checked box. Proof of insurance shall be required naming METRO as additional insured and identifying the Purchase Order on the Acord document.

#### D.14.2 General Liability Insurance

In the amount of one million (\$1,000,000.00) dollars

# D.14.3 Automobile Liability Insurance

In the amount of one million (\$1,000,000.00) dollars (if vendor will be making on-site deliveries)

#### D.14.4 Worker's Compensation Insurance

With statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand (\$100,000.00) dollars, as required by the laws of Tennessee (Not required for companies with fewer than five (5) employees).

# D.14.5 Sexual Molestation and Abuse Insurance

In the amount of one million (\$1,000,000.00) dollars.

# D.14.6 Such Insurance shall:

Contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

For any claims related to this agreement, CONTRACTOR'S insurance coverage shall be primary insurance as respects METRO, its officers, officials, employees, and volunteers. Any insurance or

self-insurance programs covering METRO, its officials, officers, employees, and volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it.

Automotive Liability Insurance including vehicles owned, hired, and non-owned. Said insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of CONTRACTOR.

Worker's Compensation (if applicable), CONTRACTOR shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance. CONTRACTOR shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by CONTRACTOR'S workers' compensation insurance coverage.

#### D.14.7

Prior to commencement of services, CONTRACTOR shall furnish METRO with original certificates and amendatory endorsements affecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to:

DEPARTMENT OF LAW
INSURANCE AND RISK MANAGEMENT
METROPOLITAN COURTHOUSE, SUITE 108
PO BOX 196300
NASHVILLE, TN 37219-6300

Provide certified copies of endorsements and policies if requested by METRO in lieu of or in addition to certificates of insurance.

Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services. Maintain such insurance from the time services commence until services are completed and attach the certificates of insurance in the METRO system. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by METRO as a material breach of contract.

Place such insurance with insurer licensed to business in Tennessee and having A.M. Best Company ratings of no less than A-. Modification of this standard may be considered upon appeal to the METRO Director of Risk Management Services.

Require all subcontractors to maintain during the term of the agreement Commercial General Liability insurance, Business Automobile Liability insurance, and Worker's Compensation/Employers Liability insurance (unless subcontractor's employees are covered by CONTRACTOR'S insurance) in the same manner as specified for CONTRACTOR. CONTRACTOR shall file subcontractor's certificates of insurance in METRO's system.

Any deductibles and/or self-insured retentions greater than \$10,000.00 must be disclosed to and approved by METRO prior to the commencement of services.

If the CONTRACTOR has or obtains primary or excess policy(ies), there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.

D.15. Metro Liability. Metro will have no liability except as specifically provided in this Grant Contract.

- D.16. **Independent Contractor.**\_Nothing herein will in any way be construed or intended to create a partnership or joint venture between the Recipient and Metro or to create the relationship of principal and agent between or among the Recipient and Metro. The Recipient must not hold itself out in a manner contrary to the terms of this paragraph. Metro will not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.
- D.17. Indemnification and Hold Harmless.
  - (a) Recipient agrees to indemnify, defend, and hold harmless Metro, its officers, agents and employees from any claims, damages, penalties, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Recipient, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract, and any claims, damages, penalties, costs and attorney fees arising from any failure of Recipient, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
  - (b) Metro will not indemnify, defend or hold harmless in any fashion the Recipient from any claims, regardless of any language in any attachment or other document that the Recipient may provide.
  - (c) Recipient will pay Metro any expenses incurred as a result of Recipient's failure to fulfill any obligation in a professional and timely manner under this Contract.
  - (d) Recipient's duties under this section will survive the termination or expiration of the grant.
- D.18. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party. Except as provided in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a breach under this Grant Contract. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. Recipient will promptly notify Metro within forty-eight (48) hours of any delay caused by a Force Majeure Event and will describe in reasonable detail the nature of the Force Majeure Event.
- D.19. State, Local and Federal Compliance. The Recipient agrees to comply with all applicable federal, state and local laws and regulations in the performance of this Grant Contract. Metro shall have the right to terminate this Grant Contract at any time for failure of Recipient to comply with applicable federal, state or local laws in connection with the performance of services under this Grant Contract.
- D.20. **Governing Law and Venue.** The validity, construction and effect of this Grant Contract and any and all extensions and/or modifications thereof will be governed by and construed in accordance with the laws of the State of Tennessee. The venue for legal action concerning this Grant Contract will be in the courts of Davidson County, Tennessee.
- D.21. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.22. **Headings.** Section headings are for reference purposes only and will not be construed as part of this Grant Contract.

D.23. **Metro Interest in Equipment.** The Recipient will take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Grant Contract, subject to Metro's equitable interest therein, to the extent of its *pro rata* share, based upon Metro's contribution to the purchase price. "Equipment" is defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$5,000.00.

The Recipient agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at any time during the term of the Grant Contract, the Recipient must request written approval from Metro for any proposed disposition of equipment purchased with Grant funds. All equipment must be disposed of in such a manner as parties may agree as appropriate and in accordance with any applicable federal, state or local laws or regulations.

- D.24. **Assignment—Consent Required.** The provisions of this contract will inure to the benefit of and will be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Recipient under this contract, neither this contract nor any of the rights and obligations of Recipient hereunder may be assigned or transferred in whole or in part without the prior written consent of Metro. Any such assignment or transfer will not release Recipient from its obligations hereunder. Notice of assignment of any rights to money due to Recipient under this Contract must be sent to the attention of the Metro Department of Finance.
- Gratuities and Kickbacks. It will be a breach of ethical standards for any person to offer, give or D.25. agree to give any employee or former employee, or for any employee or former employee to solicit. demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparations of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It will be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from participation in Metropolitan Government contracts.
- D.26. Communications and Contacts. All instructions, notices, consents, demands, or other communications from the Recipient required or contemplated by this Grant Contract must be in writing and must be made by facsimile transmission, or by first class mail, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

Metro

For contract-related matters: Nashville Public Library NAZA Communications Manager 615 Church Street Nashville, TN 37219 (615) 862-5894 For inquiries regarding invoices: Nashville Public Library NAZA Procurement Officer 615 Church Street Nashville, TN 37219 615-862-5800 ext. 73731

Recipient

Jennifer Nyago, Executive Secretary Global Outreach Developments International 401 Center Street Old Hickory, TN 37138 615-832-2470

# D.27. Lobbying. The Recipient certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Recipient must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Recipient will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all subcontractors of federally appropriated funds shall certify and disclose accordingly.

# D.28. Certification Regarding Debarment and Convictions.

- Recipient certifies that Recipient, and its current and future principals;
  - i. are not presently debarred, suspended, or proposed for debarment from participation in any federal or state grant program;
  - have not within a three (3) year period preceding this Grant Contract been convicted
    of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or
    performing a public (federal, state, or local) grant;
  - ii. have not within a three (3) year period preceding this Grant Contract been convicted of embezzlement, obstruction of justice, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
  - iii. are not presently indicted or otherwise criminally charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in sections D.25(a)(ii) and D.25(a)(iii) of this certification.
- b. Recipient shall provide immediate written notice to Metro if at any time Recipient learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals fall under any of the prohibitions of Section D.25(a).

D.29. Effective Date. This contract will not be binding upon the parties until it has been signed first by the Recipient and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this contract will be effective as of the date first written above.

# **Annexes**

The following annexes constitute part of this contract:

Annex 1 – Metro Invoice Template

Annex 5 – Partner Data-Sharing Sub-Agreement

Annex 2 – Expenditure Report Template

Annex 6 – Performance Indicators

Annex 3 – Budget Annex 7 – Enrollment forms

Annex 4 – Minimum Standards for NAZA funding Annex 8 – Program site/s

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Grant contract between the Metropolitan Govern Global Outreach Developments International, Co	ment of Nashville and Davidson County and ontract # July 1, 2024 – June 30, 2025
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:  APPROVED AS TO AVAILABILITY OF FUNDS:	RECIPIENT: Global Outreach Developments International
Kevin Crumbo/mjw Director of Finance	Authorized Officer Name: Title:
	Sworn to and subscribed to before me a Notary Public, this 22 day of May, 2024  Notary Public
APPROVED AS TO RISK AND INSURANCE:  Balogun Cobb	Halulfall Cabrielle Ladd
Director of Insurance  APPROVED AS TO FORM AND LEGALITY:  Matthew Garth  Metropolitan Attorney	STATE OF TENNESSEE NOTARY PUBLIC QUIDSON COLET.
FILED IN THE OFFICE OF THE CLERK:	
Metropolitan Clerk NASHVILLE PUBLIC LIBRARY	My Commission expires September 17- 2026
MOII TIBELI ODDIO DIDIMINI	
-DocuSigned by:  TUVI WEL 5/29/2024	

**Interim Library Director** 



	ernment of Nashvill	e and Davidson County/Nashville Public Li	ibrary/ NAZA		
	Fund	s For FY 2025 Program			
	Global Outreach				
ORGANIZATION NAME	Developments International	CONTRACT # (Office Use):			
PROGRAM NAME ADDRESS	& Art Lab 401 Center Street		ly 1, 2024 ne 30, 2025		
CITY, STATE & ZIP	Old Hickory, TN 37138		efanie Price		
FEDERAL ID # (EIN)	20-0238931	CONTACT TELEPHONE (61	15) _832 - 2470		
COST CATEGORIES	TOTAL BUDGET REQUEST	BUDGET EXPLANATION/DETAILS		OTHER FUNDING Funding amount from other sources invested in serving the same number of slots requested from NAZA	Grantor name
After-School Programs		After-school program starts 09/03/2024   Per slot rate for afterschool is \$1,355			
Salaries and Wages	141,933.50	(Director: \$17/hr, 32hrs/week, 39 weeks/year=\$21,216.00), Program Manager (\$15.50/hr, 30hrs/week, 41 weeks/year=\$19065), (Administrative Assistant: \$17/hr, 20hrs/week, 20 & \$17/hr, 10hrs/week, 19 weeks= \$8330), (Communications Coordinator: \$18/hr, 15hrs/week, 40 weeks/year=\$10,800), (5 Site Coordinators: \$16.8/hr, 15hrs/week, 30.5 weeks/year=\$38,430), (5 Lead Tutors: \$15.00/hr, 13hrs/week, 30.5 weeks/year=\$29,737.5), 3 Tutors (11hrs/week, \$14.50/hr, 30 weeks=\$14,355.00)			
Benefits and Taxes  Total Personnel Expenses	6,924.86 <b>148,858.36</b>	7.65% of lead salaries			
Office Supplies	0.00				
Communications	0.00	na			
Postage and Shipping	0.00				
Occupancy Equipment Rental and Maintenance	0.00				
Printing and Publications	0.00	na			
Travel/Conferences & Meetings	0.00				
Insurance learning software, programs, games, food,	0.00 5,056.64		nes conkina sunnlies		
Transportation	28,000.00	\$250 per day for 112 days which totals 28,000.	.co, oooking supplies,		
Field Trips	0.00				
Professional Fees/Enhancement partners	6,000.00	This includes our CRM system for enrollment, recruitment, and (\$4,000) & (PNB Boxing 1000, 1000 Podcast enhancement Ol			
Other Non-Personnel		this includes CPR, Training materials, hospitality for trainings,			
Indirect Cost					
Total Non-personne	19,000.00 40.356.64	See Cost Allocation Plan			
Total Non-personnel Afterschool sub-total	19,000.00 40,356.64 208,215.00	See Cost Allocation Plan			
	40,356.64				
	40,356.64	Summer program funded in this cycle is July 1-31,2024 ar slot rate for summer to be calculated at \$8 an hour per slc youth slot for summer program is \$320 per week for partndays per week for 8 hours per day.	ot. Maximum cost per		
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Afterschool sub-total  Summer Programs  Salaries and Wages Benefits and Taxes	21,020.00 1,600.00	Summer program funded in this cycle is July 1-31,2024 ar slot rate for summer to be calculated at \$8 an hour per slo youth slot for summer program is \$320 per week for partn days per week for 8 hours per day.  Manager: \$17/hr, 40 hours 4 weeks, 30 hours 4 weeks= \$4760 12 weeks, 518 Coordinator: \$18/hr, 40 hours 4 weeks, 30 hours 27.65% of salaries	ot. Maximum cost per ners programming 5 0, Admin: \$17/hr, 40hrs, irs 4 weeks, 23 hours 4	\$2,000.00	United Way ( uly only)
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NAZA Annex 8 - 2024-2025 Finalized Entries

Response ID: 17209

Submitted Date: 2024-05-23 22:26:11 Completion Time: 7 min. 10 sec.

Name of Organization

# **Global Outreach Developments International**

Days of Week of Afterschool Program

4 days per week

Afterschool site plan

**School Site** 

Are you conducting summer programming?

Yes

Afterschool Program Name

**CASE After School** 

Name of School Site Location

**Donelson Middle School** 

Address of School Program Site

110 Stewarts Ferry Pike, Nashville, TN 37214

School Partnership Level

**Renewing Partnership** 

Number of youths targeted for site

**30** 

Type of transportation needed?

**MNPS Evening Bus** 

Name of School Site Location

**Art-Lab Donelson Middle School** 

Address of School Program Site

110 Stewarts Ferry Pike, Nashville, TN 37214

School Partnership Level

**Renewing Partnership** 

Number of youths targeted for site

**20** 

Type of transportation needed?

# **MNPS Evening Bus**

Name of School Site Location

**DuPont Tyler Middle School** 

Address of School Program Site

431 Tyler Drive, Hermitage, TN 37076

School Partnership Level

**Renewing Partnership** 

Number of youths targeted for site

33

Type of transportation needed?

**MNPS Evening Bus** 

Name of School Site Location

**DuPont Hadley Middle School** 

Address of School Program Site

1901 Old Hickory Blvd., Old Hickory, TN 37138

School Partnership Level

**Renewing Partnership** 

Number of youths targeted for site

**30** 

Type of transportation needed?

**MNPS Evening Bus** 

Name of School Site Location

**LEAD Neely's Bend Middle Prep** 

Address of School Program Site

1251 Neely's Bend Road, Madison, TN 37115

School Partnership Level

**Renewing Partnership** 

Number of youths targeted for site

20

Type of transportation needed?

3rd Party School Bus (Charter Schools Only)

# **CASE Summer Learning Program (CASE SLP)**

Name of Summer Site Location

# **Global Outreach Developments International**

**Summer Location address** 

401 Center Street, Old Hickory, TN 37138

Number of summer youth targeted for site (If applicable, include total for July 2024 & June 2025)

**35** 

Proposed months of Summer programming

#### **Both**

Will the organization's July 2024 and June 2025 programming have different timeframes?  $\mathbf{No}$ 

Weeks of Programming

4 weeks

Days per Week of Summer Program

5 days per week

Hours per Day

6 hours

**Programming Time Frame** 

9:00am-3:00pm

# GRANT CONTRACT BETWEEN THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY AND MARTHA O'BRYAN CENTER

This Grant Contract issued and entered into by and between the Metropolitan Government of Nashville and Davidson County, Nashville Public Library ("Metro") on behalf of Nashville After Zone Alliance (NAZA), and Martha O'Bryan Center, ("Recipient"), is for the provision of free and high-quality afterschool programs, as further defined in the "SCOPE OF PROGRAM". The Recipient's annual report and audit are incorporated herein by reference.

#### A. SCOPE OF PROGRAM:

#### A.1. Schedule and Content

NAZA-funded programs will align with the Metro Schools calendar and be available to youth Monday through Thursday during the fall semester (September 3 to December 13, 2024) and spring semester (January 8 to May 9, 2025), on days when MNPS is in session. Programs should run at least for 28 weeks. NAZA-funded programs may choose to offer longer programs.

Please note that NAZA-funded programs will not begin before Labor Day due to unavailability of MNPS transportation.

NAZA-funded summer program with **Martha O'Bryan Center** will occur between July 1-31, 2024 and/or June 1-30, 2025. (not applicable to organizations not providing summer programming)

NAZA-funded activities should support youths' physical, social, emotional, cognitive and academic skills development, help them build purpose through learning, and have relevance to their real-life experiences. Throughout the program day, staff should intentionally infuse opportunities for youth to read, write, speak, and listen as well as allocate time for community building and reflection. When possible, programs should consider encouraging youth to be part of activity design or leading to enable them practice leadership skills. Each day should begin with check-in and snack/meals (when in person). Additional activities may be offered by the NAZA funded partner outside of this timeframe at the partner's expense, with no cost to youth and their families.

A typical program day should focus to creatively combine:

- School day supports (reading, homework, etc.)
- Enrichments (e.g. arts education; STEAM engineering challenges, service learning, etc.)
   reflecting youth voice and choice and have a learning focus, either provided by program staff or external enrichment partners.
- Focus on youth's skill building, in line with Nashville's Vision for Holistic Youth Development (curricula with activities will be available for each of the 12 skills).
- Other Experiences (e.g. physical activity, health and wellness, mental health, healthy eating
  activities, team games with rules, career exploration, field trips and other age-appropriate
  developmental activities.) that offer fun, support team and relationship building and foster holistic
  youth development.
- NAZA funds should not in any shape or form be related to any religious content or affiliation.
   NAZA-funded programs should not proselytize during their regular programming time, nor should

youth be accepted or denied based on their religious affiliation or commitment to engaging in any type of religious activities before or after NAZA programming time.

 While we encourage using various learning software and educational games to enhance youth learning, we strictly prohibit enabling access to any video games that include violence, shooting or other unwanted behaviors, especially those rated M for Mature, are of solely entertainment purposes during NAZA-funded time. Programming time should focus on young people's development.

Each after-school programming day should begin with check-in and a snack or meal. Additional activities may be offered by the funded partner outside of this timeframe at the partner's expense, with no cost to youth and their families.

Recipient must ask parents and youth (who are not participating in sports) to commit to attend regularly, on an on-going basis when program is in session, for both fall and spring semesters. Only youth who have returned a fully completed enrollment form may participate in NAZA-funded programs.

#### Requirements for Programming

by program staff.

By initialing each item below, Recipient agrees to the following:

1. KM Supervision: Recipient commits to maintaining a staff: youth ratio not to exceed 1:15 at all times by establishing and maintaining a mechanism for substitutions. Youth will be supervised at all times

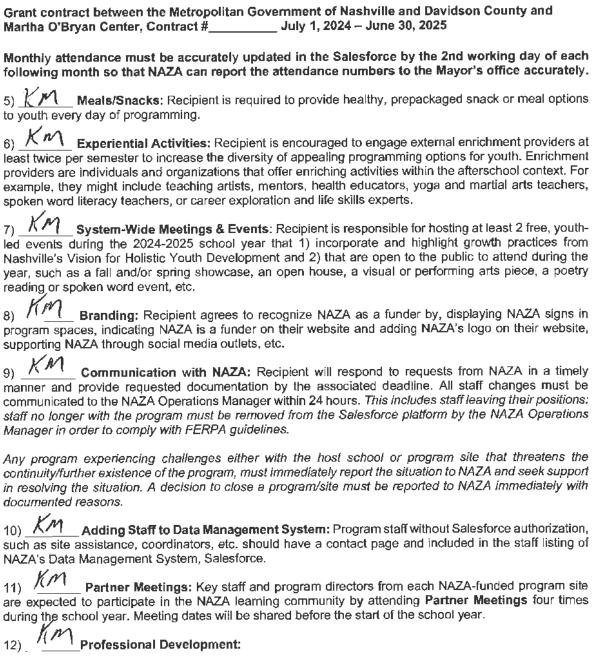
2. School Relationships: Recipient will be actively involved in communicating and collaborating with schools to enhance youth learning. They will participate in planning meetings with school principals and staff, including Community Achieves staff to help meet school outcomes and to track youth progress. Program staff will also meet with principals and school staff when needed or possible to address strategies for program recruitment, retention, and attendance tracking.

Recipient will receive space approval from school administration for programming.

3. \_\_\_\_\_Recruitment and Family Engagement: Recipient is responsible for recruiting youth, leading program activities, and engaging in family outreach. Recipient will promote consistent participation/retention levels by contacting each family/youth before programming begins, whenever absences begin to develop a pattern, and to confirm an exit/withdrawal if appropriate. Recipient will serve at least 90% of the youth they projected to serve.

Youth with no afterschool options should be the first priority for enrollment in NAZA-funded programs. If spots are available, youth participating in school-sponsored athletics can choose to attend school athletics as a portion of their NAZA-funded program time if they can commit to partially (at least one hour per day) attend NAZA-funded programming and the program has more than one staff on site. Only students participating in at least one hour of programming can benefit from a snack/meal, learning time, and transportation home and counted towards the funded slots. Only youth who have returned a fully completed enrollment form, signed by parent/guardian, may participate.

4) Attendance: Recipient commits to maintain daily attendance, updating the NAZA attendance tracking tool (Salesforce) on a weekly basis (daily direct attendance taking in the Salesforce is strongly recommended); this requires a computer or any other device with internet access. Recipient staff will ensure that youth sign in with their given first and last name daily using the NAZA approved sign-in sheets to verify youth participation. The youth attendance reflected on the sign-in sheet/daily attendance log must match the attendance entered into the Salesforce platform.



For each NAZA -funded partner, the program director and all frontline staff working with youth are required to attend or complete several trainings. Please see below:

# Program Directors and Site Managers are required to attend the following:

- NAZA Essential Operations training
- Introduction to Positive Youth Development (PYD) training
- At least two trainings on the Growth Practices.
- Program Quality Basics (PQA Basics) either in person or online (online version is available at the partner's expense if missed scheduled training offered by NAZA)
- Any training required by MNPS for staff working in school buildings will be made available to NAZA partner staff.

<u>Note:</u> Program Directors and Site Managers who have successfully completed PYD in the past are exempt from retaking. The NAZA Essential Operations training will be archived and accessible online, while Introduction to Positive Youth Development will be conducted multiple times annually. Returning Program Directors and Site Coordinators who have previously completed the PQA Basics or SEL PQA will only need to redo the training every 3 years. Choosing to take SEL PQA requires a prior completion of PQA Basics.

#### Program Directors and Site Managers strongly recommended trainings:

- Advanced Positive Youth Development
- Salesforce Student Management Systems
- · Strategies for Employee Retention and Recruitment
- Any additional trainings offered to NAZA-funded partners supporting high-quality
  programming, as well as the achievement of their Program Improvement Plan. Returning site
  staff are encouraged to attend additional trainings that will support the program's continued
  quality improvement.
- Affend at least three professional development opportunities, in addition to other require trainings, either in-person or online, from the following: Weikart online trainings, Exploring Data Training, NAZA's Learning Management System (LMS), or NAZA Learn, Engage, Develop (L.E.D.) Conference.

For each NAZA -funded partner, front-line and part-time staff working with youth are required to attend or complete several trainings. Please see the following for requirements:

#### Front-line and Part-time staff are required to attend the following trainings:

- Essential Operations training (only topics labeled and related to front-line and part-time staff)
- · Positive Youth Development (new staff and staff who have not completed this requirement).
- Two (2) trainings on the Growth Practices

### Front-line and Part-time staff strongly recommended trainings:

- Advanced Positive Youth Development
- Salesforce Student Management Systems
- · Strategies for Employee Retention and Recruitment
- Any additional trainings offered to NAZA-funded partners supporting high-quality
  programming, as well as the achievement of their Program Improvement Plan. Returning site
  staff are encouraged to attend additional trainings that will support the program's continued
  quality improvement.
- Attend at least three professional development opportunities, in addition to other require trainings, either in-person or online, from the following: Weikart online trainings, Exploring Data Training, NAZA's Learning Management System (LMS), or NAZA Learn, Engage, Develop (L.E.D.) Conference.

13) \_ KM\_ Evaluation Tools:

All program directors/managers and site coordinators of NAZA-funded programs will participate in the **Program Quality Improvement (PQI)** cycle. Self-assessments will be required for both fall and spring semesters. External assessments may be scheduled per need and availability of external assessors.

The **Youth Program Quality Improvement (YPQI)** cycle is comprised of the following quality improvement activities, offered at no cost to Partners:

- a) A baseline self-assessment utilizing the Youth Program Quality Assessment (YPQA) or Social-Emotional Learning Program Quality Assessment (SEL PQA) tool. Program staff conduct pre-self-assessment of their program and enter results in YPQI's Scores Reporter.
- b) Developing and uploading a **Program Improvement Plan** based on the results of all available YPQA or SELPQA assessment tools (i.e. self-assessments, external assessments, and Leading Indicator Survey results).
- c) A follow-up YPQA/SEL PQA self-assessment at the end of the school year, also entered into Scores Reporter, and planning for the following fall semester based on the results of this assessment.
- d) An external assessment will be conducted by assessors trained by Weikart Center every three years for returning partners unless otherwise requested. For new partners one external assessment will be conducted annually for the first three years.
- e) The two assessments are reviewed to develop an understanding of how well the program is performing with regard to NAZA Quality Standards.
- f) Additionally, NAZA-funded partners are required to administer YPQI's **Leading Indicators Survey, Youth** annually in the spring semester to youth enrolled at each site to capture youth experience with the program.
- g) NAZA-funded partners are required to administer YPQI's as **Leading Indicators Survey**, **Staff** annually in the spring semester to capture the experiences of staff with the program.
- h) NAZA-funded partners are also required to administer YPQI's **Leading Indicators Survey**, **Managers** annually in the spring semester to capture the experiences of administrators with the program.
- i) NAZA-funded partners are also required to provide access to YPQI's **Leading Indicators Survey, Family** annually in the spring semester to attempt to capture the experiences of parents and quardians of youth in the program.
- j) NAZA partners will have access to **students' school data** through the **data-sharing agreement** between NAZA/NPL and MNPS. Partners will be required to attend two trainings <u>as soon as they become available</u> on: 1) Responsible use of data, and 2) Understanding the academic data.
- k) Partners will be required to sign the data-sharing sub-agreement (to be attached to the contract) of this document and adhere to all requirements under that document so that they can have access to student data.
- 14) \_K\_\_\_ Youth Survey: Recipient is required to administer a one-time Leading Indicator Survey, Youth to enrolled youth at each site in the spring semester.
- 15) Kaff Survey (Director/Manager and Frontline): Recipient is required to administer a one-time Leading Indicator Survey, Staff by program staff the spring semester.
- 16) Family Survey: Recipient is required to provide families access to a one-time Leading Indicator Survey, Family by program administrators the spring semester.
- 17) \_\_\_\_( / Compliance with MNPS Requirements: Programs offered at participating Metro schools will operate in full compliance with MNPS requirements, including covid-related procedures, liability

Grant contract between	the Metropolitan	Government of	of Nashville	and Davidso	n County	and
Martha O'Bryan Center,	Contract #	July 1, 2	024 – June	30, 2025		

insurance, criminal background checks, non-discrimination, ADA, and other related standard Metro requirements, confidentiality of student records per FERPA, operation as a non-profit, and transportation policies (as appropriate).

#### Operational Policies:

Recipient will operate in full compliance with the following policies and maintain relevant documentation to verify compliance with the policies. Recipient agrees to:

- Maintain an active 501(c)(3) registration unless the applicant is a public entity.
- Maintain up-to-date certificates verifying the following insurance: commercial general liability, sexual/abuse/sexual harassment, automobile liability (if applicable) and professional liability insurance with limits not less than one million dollars each occurrence. The Recipient shall provide an updated certificate of insurance upon expiration of the current certificate.
- Nondiscrimination, which precludes Recipient from discriminating on the basis of race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability in admission, access to, or operation of programs, services, or activities. Note that Metro does not discriminate on the basis of race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability in admission to, access to, or operation of programs, services, or activities. Metro does not discriminate in hiring or employment practices.
- Follow MNPS operating procedures on verification of criminal background checks on all program staff
  and volunteers. On school grounds, the MNPS criminal background check contractor shall be used for
  employees. As long as there is no break in service with the agency, staff will not be required to be
  fingerprinted yearly. If there is any break in service at all, or if they must go through a rehiring process,
  they are required to complete a background check including fingerprinting.
- Ensure that all educational records created, disclosed or maintained pursuant to the terms of this
  contract are confidential and shall be created, disclosed and maintained pursuant to the provisions of
  the Family Educational Rights and Privacy Act (20 U.S.C.A. s #1232g), its regulations and Board of
  Education policy.
- Appropriately spend Metro dollars, document the spending, and follow Metro guidelines for allowable
  costs. Recipient is responsible for properly documenting the spending under their contracts, organizing
  the documentation separately by year, and storing that documentation for three years for auditing
  purposes. The documents must be readily available for a Metro Audit.
- Meet NAZA's Minimum Quality Standards (see Annex 4) and maintain relevant documentation to verify compliance with the policies.
- Meet the 2024-2025 Performance Indicators specific to the Recipient (see Annex 6).
- Maintain accurate youth enrollment forms (Annex 7) and ensure that all youth have enrollment
  forms signed before they accept a youth into their program. Enrollment forms, as well as evidence
  to back up outputs and outcomes cited in narrative reports, must be maintained by the Recipient and
  stored for three years for auditing purposes. The documents must be readily available any time that the
  Metro requests them, including as part of an Audit.

Enrollment forms must be fully completed and accurate. Forms should include legitimate first and last names youth, their birthdates, student ID numbers, names of legal guardians and emergency contacts, and accurate addresses, phone numbers, e-mails and medical information (as needed) among other information pieces.

In summary, the Recipient will commit to the following:

- 1. Delivering quality afterschool (and summer, if chosen) programming for the fall and spring semesters in locations identified in Annex 8, aligned with MNPS scheduling;
- Submitting daily attendance using the NAZA attendance tracking tool, keeping all data updated on a weekly basis, along with all supporting documentation. Ensure monthly attendance updates are in the system by the second working day of each month;
- 3. Serving at least 90 percent of the number of youth the Agency projected to serve for the 2024-2025 school year, reflecting ongoing youth recruitment activities, engaging programming, and strong communications with the school community; and
- 4. Full implementation of program quality requirements, including administration of the youth survey.

Violation or breach of this scope may result in <u>Corrective Action</u>. Continued violation could result in termination of the contract.

- A.2. The Recipient must spend these funds consistent with the Grant Budget, attached and incorporated herein as Annex 3. The Recipient must collect data to evaluate the effectiveness of their services and must provide those results to Metro upon request.
- A.3. The Recipient will only utilize these funds for services the Recipient provides to **documented residents of Davidson County**. Documentation of residency may be established with a recent utility bill; voter's registration card; driver's license or other government issued-ID; current record from a school showing address; affidavit by landlord; or affidavit by a nonprofit treatment, shelter, half-way house, or homeless assistance entity located within Davidson County. Recipient agrees that it will not use Metro funding for services to non-Davidson County residents.
- A.4. Additionally, the Recipient must collect data on the primary county of residence of the clients it serves and provide that data to Metro upon request.

#### B. GRANT CONTRACT TERM:

- B.1 **Grant Contract Term.** The term of this Grant will be twelve (12) months, commencing on July 1, 2024 and ending on June 30, 2025. Metro will have no obligation for services rendered by the Recipient that are not performed within this term.
- B.2. **Extendable Grants.** This grant may be extended by 12 months, not exceed 60 months (with 12-month terms each time upon annual approval/availability of NAZA funds). To be considered for extension, Recipients must meet the following conditions:
  - NAZA funded-partner for 5 years with no contract disruption or corrective action plan within the
    past 12 months;
  - Exhibit low-risk on Metro Risk Assessment tool;
  - Present annual audit covering the past 12 months, as of May 1st of the current year;
  - · Pass annual compliance checks;
  - Meet performance indicators set in the contract.

Upon meeting all of the criteria above a grant contract extension may be offered annually through a contract amendment process.

#### C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event will Metro's maximum liability under this Grant Contract exceed \$318,220 (164 slots for afterschool, 60 slots for summer). The Grant Budget will constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient's obligations hereunder. The Grant Budget line items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Recipient.

Subject to modification and amendments as provided in section D.2 of this agreement, this amount will constitute the Grant Amount and the entire compensation to be provided to the Recipient by Metro.

- C.2. Use of Funds. NAZA funds may be used for educational purposes only; organizations funded by NAZA must not promote religious practices nor proselytize during programming time. Such activities may be offered by funded partners outside of their NAZA-funded program time. However, MNPS transportation and other NAZA resources will not be available, and youth who do not wish to participate must not be penalized in any way.
- C.3 Payment Methodology. The Recipient will only be compensated for actual costs based upon the Grant Budget and reconciliation reports, not to exceed the maximum liability established in Section C.1.

Recipient can expect to receive three payments during the contracted year. Each payment will be received no later than 30 days from the invoice date of the finalized and NAZA approved statement.

First invoice may include up to 50% of the total awarded amount as an advance request to enable programs to procure necessary supplies for beneficiary youth and hire qualified staff to enable proper programming from the beginning of the year.

The first invoice will be processed after the contract is filed with Metro Clerk and within 30 days from the date of the finalized and approved invoice receipt by NAZA.

The second invoice of up to 40% of the total awarded amount will be processed based on the actual expenditures of the programs. The invoice must be submitted by January 15<sup>th</sup> along with the second scheduled expenditure report.

The third and final invoice of up to 10% of the total awarded amount will be processed upon the receipt of the Year-End narrative and expenditure report due July 10<sup>th</sup>. Any invoice not received by the deadline date will not be processed and all remaining grant funds will expire. This final payment will equal the total actual spending for the contract year and cannot exceed the approved awarded amount. No invoice for 2024-2025 school year will be processed after July 10, 2025.

All actually reported expenditures must have backup documentation filed at the recipient organization for Metro Audit.

If the contract is terminated earlier or any funds remain unspent based on the reports, the unspent amounts will be returned to Metro.

Recipient must send all invoices to:

Nashville After Zone Alliance 615 Church St, Nashville, TN 37219 or emailed to Teriz.Fahmy@nashville.gov

#### C.4. Reporting

**Expenditure Report.** All Recipients will submit quarterly expenditure reports. Report templates will be provided by NAZA.

All grantees must submit expenditure reports four times a year to reconcile grant receipts with grant revenues. NAZA will monitor fund recipients for compliance with reporting requirements. Failure to comply with the reporting requirements would constitute a violation of the grant contract. The expenditure reports format is shown on Annex 2 attached to this contract. The quarterly expenditure reports are due on the 15<sup>th</sup> of October, January, and April, with the final report due July

Said report must be in form and substance acceptable to Metro and must be prepared by a Certified Public Accounting Firm or the Chief Financial Officer of the Recipient Organization.

#### Program Report

10, 2025.

All grantees must submit programmatic report once a year to explain how the grant has been used on behalf of the citizens of Davidson County. The report is due on July 10, 2025.

Failure to comply with the program reporting requirements would constitute a violation of the grant contract, NAZA will provide the template during the year.

- C.5. Payment of Invoice. The payment of any invoice by Metro will not prejudice Metro's right to object to the invoice or any other related matter. Any payment by Metro will neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs included therein.
- C.6. Unallowable Costs. The Recipient's invoice may be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by Metro, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs. Utilization of Metro funding for services to non-Davidson County residents is not allowed.
- C.7. **Deductions.** Metro reserves the right to adjust any amounts which are or become due and payable to the Recipient by Metro under this or any Contract by deducting any amounts which are or become due and payable to Metro by the Recipient under this or any Contract.
- C.8. **Travel Compensation.** Payment to the Recipient for travel, meals, or lodging is subject to amounts and limitations specified in Metro's Travel Regulations and subject to the Grant Budget.
- C.9. Electronic Payment. Metro requires as a condition of this contract that the Recipient have on file with Metro a completed and signed "ACH Form for Electronic Payment". If Recipient has not previously submitted the form to Metro or if Recipient's information has changed, Recipient will have thirty (30) days to complete, sign, and return the form. Thereafter, all payments to the Recipient, under this or any other contract the Recipient has with Metro, must be made electronically.

# D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. Metro is not bound by this Grant Contract until it is approved by the appropriate Metro representatives as indicated on the signature page of this Grant.
- D.2. **Modification and Amendment.** This Grant Contract may be modified only by a written amendment that has been approved in accordance with all Metro procedures and by appropriate legislation of the Metropolitan Council.
- D.3. Termination for Cause. Metro shall have the right to terminate this Grant Contract immediately if Metro determines that Recipient, its employees or principals have engaged in conduct or violated

any federal, state or local laws which affect the ability of Recipient to effectively provide services under this Grant Contract. Should the Recipient fail to properly perform its obligations under this Grant Contract or if the Recipient violates any terms of this Grant Contract, Metro will have the right to immediately terminate the Grant Contract and the Recipient must return to Metro any and all grant monies for services or programs under the grant not performed as of the termination date. The Recipient must also return to Metro any and all funds expended for purposes contrary to the terms of the Grant Contract. Such termination will not relieve the Recipient of any liability to Metro for damages sustained by virtue of any breach by the Recipient.

- D.4. **Termination—Notice.** Metro may terminate this Grant Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the Recipient. Metro shall give the Recipient at least thirty (30) days written notice before the effective termination date.
- D.5. Termination –Funding. This Grant Contract is subject to the appropriation and availability of local, State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, Metro shall have the right to terminate this Grant Contract immediately upon written notice to the Recipient. Upon receipt of the written notice, the Recipient shall cease all work associated with this Grant Contract on or before the effective termination date specified in the written notice. Should such an event occur, the Recipient shall be entitled to compensation for all satisfactory and authorized services completed as of the effective termination date. The Recipient shall be responsible for repayment of any funds already received in excess of satisfactory and authorized services completed as of the effective termination date.
- D.6. **Subcontracting.** The Recipient may not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of Metro. Notwithstanding any use of approved subcontractors, the Recipient will be considered the prime Recipient and will be responsible for all work performed.
- D.7. Conflicts of Interest. The Recipient warrants that no part of the total Grant Amount will be paid directly or indirectly to an employee or official of Metro as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Recipient in connection with any work completed or performed relative to this Grant Contract.
- D.8. Nondiscrimination. The Recipient hereby agrees, warrants, and assures that no person will be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Recipient on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification which is in violation of applicable laws. The Recipient must, upon request, show proof of such nondiscrimination and must post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.9. Records. The Recipient must maintain documentation for all charges to Metro under this Grant Contract. The books, records, and documents of the Recipient, insofar as they relate to work performed or money received under this Grant Contract, must be maintained for a period of three (3) full years from the date of the final payment or until the Recipient engages a licensed independent public accountant to perform an audit of its activities. The books, records, and documents of the Recipient insofar as they relate to work performed or money received under this Grant Contract are subject to audit at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. Records must be maintained in accordance with the standards outlined in the Non-Profit Grants Manual. The financial statements must be prepared in accordance with generally accepted accounting principles.
- D.10. **Monitoring.** The Recipient's activities conducted and records maintained pursuant to this Grant Contract are subject to monitoring and evaluation by The Metropolitan Office of Financial Accountability or Metro's duly appointed representatives. The Recipient must make all audit,

accounting, or financial records, notes, and other documents pertinent to this grant available for review by the Metropolitan Office of Financial Accountability, Internal Audit or Metro's representatives, upon request, during normal working hours.

- D.11. Narrative Reporting. The Recipient must submit a <u>Year-End Program Report</u>, to be received by July 10th. Said report shall detail the outcome of the activities funded under this Grant Contract.
- D.12. **Financial Reporting.** The Recipient must submit quarterly expenditure report for the 2024-2025 programming year to reconcile grant receipts with grant revenues. Reports must be received no later than the 15<sup>th</sup> day of October, January, and April and July 10 of FY '25 (July 1, 2024 June 30, 2025).
- D.13. Strict Performance. Failure by Metro to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement is not a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract is considered to be waived, modified, or deleted except by a written amendment by the appropriate parties as indicated on the signature page of this Grant.
- D.14. Insurance. The Recipient agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all applicable taxes incident to this Grant Contract.

#### D.14.1 Proof of Insurance

During the term of this Contract, for any and all awards, CONTRACTOR shall, at its sole expense, obtain and maintain in full force and effect for the duration of this Contract, including any extension, the types and amounts of insurance identified below by a checked box. Proof of insurance shall be required naming METRO as additional insured and identifying the Purchase Order on the Acord document.

#### D.14.2 General Liability Insurance

In the amount of one million (\$1,000,000.00) dollars

#### D.14.3 Automobile Liability Insurance

In the amount of one million (\$1,000,000.00) dollars (if vendor will be making on-site deliveries)

#### D.14.4 Worker's Compensation Insurance

With statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand (\$100,000.00) dollars, as required by the laws of Tennessee (Not required for companies with fewer than five (5) employees).

#### D.14.5 Sexual Molestation and Abuse Insurance

In the amount of one million (\$1,000,000.00) dollars.

#### D.14.6 Such insurance shall:

Contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

For any claims related to this agreement, CONTRACTOR'S insurance coverage shall be primary insurance as respects METRO, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering METRO, its officials, officers, employees, and volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it.

Automotive Liability Insurance including vehicles owned, hired, and non-owned. Said insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of CONTRACTOR.

Worker's Compensation (if applicable), CONTRACTOR shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance. CONTRACTOR shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by CONTRACTOR'S workers' compensation insurance coverage.

#### D.14.7

Prior to commencement of services, CONTRACTOR shall furnish METRO with original certificates and amendatory endorsements affecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to:

DEPARTMENT OF LAW
INSURANCE AND RISK MANAGEMENT
METROPOLITAN COURTHOUSE, SUITE 108
PO BOX 196300
NASHVILLE, TN 37219-6300

Provide certified copies of endorsements and policies if requested by METRO in lieu of or in addition to certificates of insurance.

Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services. Maintain such insurance from the time services commence until services are completed and attach the certificates of insurance in the METRO system. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by METRO as a material breach of contract.

Place such insurance with insurer licensed to business in Tennessee and having A.M. Best Company ratings of no less than A.. Modification of this standard may be considered upon appeal to the METRO Director of Risk Management Services.

Require all subcontractors to maintain during the term of the agreement Commercial General Liability insurance, Business Automobile Liability insurance, and Worker's Compensation/Employers Liability insurance (unless subcontractor's employees are covered by CONTRACTOR'S insurance) in the same manner as specified for CONTRACTOR. CONTRACTOR shall file subcontractor's certificates of insurance in METRO's system.

Any deductibles and/or self-insured retentions greater than \$10,000.00 must be disclosed to and approved by METRO prior to the commencement of services.

If the CONTRACTOR has or obtains primary or excess policy(les), there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.

- D.15. Metro Liability. Metro will have no liability except as specifically provided in this Grant Contract.
- D.16. Independent Contractor\_Nothing herein will in any way be construed or intended to create a partnership or joint venture between the Recipient and Metro or to create the relationship of

principal and agent between or among the Recipient and Metro. The Recipient must not hold itself out in a manner contrary to the terms of this paragraph. Metro will not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.

#### D.17. Indemnification and Hold Harmless.

- (a) Recipient agrees to indemnify, defend, and hold harmless Metro, its officers, agents and employees from any claims, damages, penalties, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Recipient, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract, and any claims, damages, penalties, costs and attorney fees arising from any failure of Recipient, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- (b) Metro will not indemnify, defend or hold harmless in any fashion the Recipient from any claims, regardless of any language in any attachment or other document that the Recipient may provide.
- (c) Recipient will pay Metro any expenses incurred as a result of Recipient's failure to fulfill any obligation in a professional and timely manner under this Contract.
- (d) Recipient's duties under this section will survive the termination or expiration of the grant.
- D.18. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party. Except as provided in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a breach under this Grant Contract. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. Recipient will promptly notify Metro within forty-eight (48) hours of any delay caused by a Force Majeure Event and will describe in reasonable detail the nature of the Force Majeure Event.
- D.19. State, Local and Federal Compliance. The Recipient agrees to comply with all applicable federal, state and local laws and regulations in the performance of this Grant Contract. Metro shall have the right to terminate this Grant Contract at any time for failure of Recipient to comply with applicable federal, state or local laws in connection with the performance of services under this Grant Contract.
- D.20. Governing Law and Venue. The validity, construction and effect of this Grant Contract and any and all extensions and/or modifications thereof will be governed by and construed in accordance with the laws of the State of Tennessee. The venue for legal action concerning this Grant Contract will be in the courts of Davidson County, Tennessee.
- D.21. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.22. **Headings.** Section headings are for reference purposes only and will not be construed as part of this Grant Contract.
- D.23. **Metro Interest in Equipment.** The Recipient will take legal title to all equipment and to all motor vehicles, hereinaffer referred to as "equipment," purchased totally or in part with funds provided

under this Grant Contract, subject to Metro's equitable interest therein, to the extent of its *pro rata* share, based upon Metro's contribution to the purchase price. "Equipment" is defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$5,000.00.

The Recipient agrees to be responsible for the accountability, maintenance, management, and inventory of all properly purchased totally or in part with funds provided under this Grant Contract. Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at any time during the term of the Grant Contract, the Recipient must request written approval from Metro for any proposed disposition of equipment purchased with Grant funds. All equipment must be disposed of in such a manner as parties may agree as appropriate and in accordance with any applicable federal, state or local laws or regulations.

- D.24. Assignment—Consent Required. The provisions of this contract will inure to the benefit of and will be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Recipient under this contract, neither this contract nor any of the rights and obligations of Recipient hereunder may be assigned or transferred in whole or in part without the prior written consent of Metro. Any such assignment or transfer will not release Recipient from its obligations hereunder. Notice of assignment of any rights to money due to Recipient under this Contract must be sent to the attention of the Metro Department of Finance.
- D.25. Gratuities and Kickbacks. It will be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparations of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It will be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from participation in Metropolitan Government contracts.
- D.26. **Communications and Contacts.** All instructions, notices, consents, demands, or other communications from the Recipient required or contemplated by this Grant Contract must be in writing and must be made by facsimile transmission, or by first class mail, addressed to the respective party at the appropriate facsimile number or address as set forth below <u>or</u> to such other party, facsimile number, or address as may be hereafter specified by written notice.

Metro

For contract-related maffers: Nashville Public Library NAZA Communications Manager 615 Church Street Nashville, TN 37219 (615) 862-5894 For inquiries regarding invoices: Nashville Public Library NAZA Procurement Officer 615 Church Street Nashville, TN 37219 615-862-5800 ext. 73731

Recipient

Kent Miller, COO
Martha O'Bryan Center
711 South 7th Street
Nashville, TN 37206
615-254-1791

- D.27. Lobbying. The Recipient certifies, to the best of its knowledge and belief, that:
  - a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Recipient must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - c. The Recipient will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all subcontractors of federally appropriated funds shall certify and disclose accordingly.

### D.28. Certification Regarding Debarment and Convictions.

- Recipient certifies that Recipient, and its current and future principals:
  - are not presently debarred, suspended, or proposed for debarment from participation in any federal or state grant program;
  - have not within a three (3) year period preceding this Grant Contract been convicted
    of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or
    performing a public (federal, state, or local) grant;
  - have not within a three (3) year period preceding this Grant Contract been convicted of embezzlement, obstruction of justice, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
  - iii. are not presently indicted or otherwise criminally charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in sections D.25(a)(ii) and D.25(a)(iii) of this certification.
- b. Recipient shall provide immediate written notice to Metro if at any time Recipient learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals fall under any of the prohibitions of Section D.25(a).

D.29. **Effective Date.** This contract will not be binding upon the parties until it has been signed first by the Recipient and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this contract will be effective as of the date first written above.

#### **Annexes**

The following annexes constitute part of this contract:

<u>Annex 1</u> – Metro Invoice Template <u>Annex 5</u> – Partner Data-Sharing Sub-Agreement

<u>Annex 2</u> – Expenditure Report Template <u>Annex 6</u> – Performance Indicators

Annex 3 - Budget Annex 7 - Enrollment forms

Annex 4 – Minimum Standards for NAZA funding Annex 8 – Program site/s

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Grant contract between the Metropolitan Gove Martha O'Bryan Center, Contract #	rnment of Nashville and Davidson County and July 1, 2024 – June 30, 2025
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:	RECIPIENT: Martha O'Bryan Center
APPROVED AS TO AVAILABILITY OF FUNDS:	By (Signature):
Kevin Crumbo/mjw  Director of Finance	Authorized Officer Name:
Director of Finance	
	Sworn to and subscribed to before me a Notary Public, this 20 day of, 202_4
APPROVED AS TO RISK AND INSURANCE:	Notary Public
Balogun Cobb  Director of Insurance	- Kunt Jour
Director of modification	
APPROVED AS TO FORM AND LEGALITY:	STATE TENNESS X
Metropolitan Attorney	AUBLIC NOTARY AUBLIC NO OS 03-03-2019
FILED IN THE OFFICE OF THE CLERK:	
Metropolitan Clerk	_
	My Commission expires 03/03/2025
NASHVILLE PUBLIC LIBRARY	
DocuSigned by:  Ten luke  5/29/2024	
Interim Library Director	

Metro		Davidson County/Nashville Public Library/ NAZA		
	Funds For F	Y 2025 Program		
ORGANIZATION NAME	Martha O'Bryan Center	CONTRACT # (Office Use)		
PROGRAM NAME	8/ASUs	START DATE:	7/1/2024	
ADDRESS	711 S 7th St	END DATE:	6/30/2025	
CITY, STATE & ZIP	Nashille, TN 37206	CONTACT PERSON	Polly Simons	
FEDERAL ID # (EIN)	62-0477728	CONTACT TELEPHONE	(615)	
COST CATEGORIES	TOTAL BUDGET REQUEST	BUDGET EXPLANATION/DETAILS	OTHER FUNDING Funding amount from other sources invested in serving the same number of slots requested from NAZA	Grantor name
After-School Programs		After-school program starts 09/03/2024   Per slot rate for afterschool is \$1,355		
Salaries and Wages	122,325.00	Approximately 20% Sr Director 8: Approximately 40% of Stratford Middle, and Litton Middle Site Coordinators; Approximately 10% of 2 MOBC/Explore Site Coordinators; Approximately 10% of 2 MOBC/Explore Site Coordinators; Co		LEAPs
		Benefits and taxes for above listed staff. Benefits include disability insurance, medical insurance, retirement, work comp, and FICA. Plus approximately 3% of Payroll fees, cos		
Benefits and Taxes	18,310.00 allocated for direct staff only		23,540.00	LEAPs
Total Personnel Expenses		140,635.00		
Office Supplies	300.00	300.00 Approximately \$75 per site for office supplies		-
Postage and Shipping	1,510.00	Approximately 3% of telephone and internet, costs allocated for direct staff only		-
ownge and ompping	0.00	NOTE.		
Occupancy		Approximately 3% of Utilities, Custodial, Grounds Maintenance, costs allocated for direct only		
Equipment Rental and Maintenance	1,750.00	Approximately 3% of Copier Contract, costs allocated for direct staff only	10,980.00	LEAPs
Printing and Publications	0.00	Estimated unit number and unit cost or % of total cost charged to this grant		-
I				
Travel/Conferences & Meetings		Mileage for local travel incurred by staff for traveling between sites, picking up supplies, or	etc.	
Insurance Direct youth costs (learning supplies	1,900.00	Approximately 3% of Insurance, costs allocated for direct staff only		
Direct youth costs (learning supplies, learning software, programs, games, food,				
etc.)	24,600.00	\$150 per youth		
Transportation		Daily rate, number of days separated by afterschool and summer (if applicable)		
Field Trips	4,100.00	\$25 per youth		
Professional Fees/Enhancement partners	40.005.00	100 sessions at \$100 per session CPR/First Aid Training		
Professional Fees/Enhancement partners  Other Non-Personnel		Approximately 3% of Computer Contract, costs allocated for direct staff only		
Indirect Cost	3,950.00 27 290 00	Our approved indirect cost rate is 14%.		
Total Non-personne	81,585.00	and the same of th		
Afterschool sub-tota	222,220.00			
Summer Programs		Summer program funded in this cycle is July 1-31,2024 and June 1-30, 2025   Per rate for summer to be calculated at \$8 an hour per slot. Maximum cost per youth si summer program is \$320 per week for partners programming 5 days per week for to per day.	ot for	
Salaries and Wages	44,411.00	1 week in uly 2024. 4 weeks in une 2025.	20,585.00	LEAPs
Benefits and Taxes	8,500.00	Benefits and taxes for above listed staff. Benefits include disability insurance, medical insurance, retirement, work comp, and FICA. Plus approximately 9% of Payroll Fees, cos allocated for direct staf only	2,940.00	LEAPs
Total Personnel Expenses	52,911.00	·	,,,,,,,,	
Office Supplies	0.00	Estimated unit number and unit cost or % of total cost charged to this grant		
Communications	225.00	Approximately 9% of telephone and internet, costs allocated for direct staff only		
Postage and Shipping	0.00	Estimated unit number and unit cost or % of total cost charged to this grant		
L		Approximately 9% of Utilities, Custodial, Grounds Maintenance, costs allocated for direct	staff	
Occupancy	275.00		4.075.00	I F A De
Equipment Rental and Maintenance Printing and Publications	175.00	Approximately 9% of Copier Contract, costs allocated for direct staff only  Estimated unit number and unit cost or % of total cost charged to this grant	1,375.00	LEAPS
Travel/Conferences & Meetings		Estimated unit number and unit cost or % or total cost charged to this grant Milage, parking and other travel unit cost and unit number		
Insurance	175.00	Approximately 9% of Insurance, costs allocated for direct staff only		
Direct youth costs (learning supplies,				
learning software, programs, games, food, etc.)	12 000 00	\$200 per youth		1
Field Trips	9.000.00	\$150 per youth		
	3,000.00			
Professional Fees/Enhancement partners	9,000.00	60 sessions at \$150 per session		
Other Non-Personnel Indirect Cost	450.00	Approximately 9% of Computer Contract, costs allocated for direct staff only Our approved indirect cost rate is 14%		
Indirect Cost  Total Non-personne	11,789.00 43,089.00	Our approved indirect COSt rate is 14%.		
Summer sub-total	43,089.00			
TOTAL	318,220.00			-
RECIPIENT	316,220.00			
AUTHORIZED SIGNATURE:				
AUTHORIZED SIGNATURE: Polly Simons		l l		
Polly Simons	Grant Accounting Manager			
Polly Simons	Grant Accounting Manager 6/5/2024			

NAZA Annex 8 - 2024-2025 Finalized Entries

Response ID: 17186

Submitted Date: 2024-05-22 22:17:16 Completion Time: 1 days 47 min. 35 sec.

Name of Organization Martha O'Bryan Center

Days of Week of Afterschool Program

5 days per week

Afterschool site plan

**Both** 

Are you conducting summer programming?

Yes

Name of School Site Location

Stratford STEM

Address of School Program Site

1800 Stratford Ave, Nashville, TN 37216

School Partnership Level

**Renewing Partnership** 

Number of youths targeted for site

65

Type of transportation needed?

**MNPS Evening Bus** 

Name of School Site Location

**Warner Elementary** 

Address of School Program Site

626 Russell St, Nashville, TN 37206

School Partnership Level

**Renewing Partnership** 

Number of youths targeted for site

14

Type of transportation needed?

No Bus Needed

Name of School Site Location

**Litton Middle School** 

Address of School Program Site

4601 Hedgewood Dr, Nashville, TN 37216

School Partnership Level

**Renewing Partnership** 

Number of youths targeted for site

**50** 

Type of transportation needed?

No Bus Needed

Name of Community Site Location

Martha O"Bryan Center

Address of Community Program Site

711 South 7th Street Nashville TN 37206

Target School for Community Site

**East End Prep** 

Target School for Community Site

**Explore Community School** 

Target School for Community Site

**KIPP Academy Nashville** 

Number of youths targeted for site

**35** 

3rd Party Van/Mini-bus needed?

No

Summer Program Name

Martha O'Bryan Center's 5-8 Summer Camps

Name of Summer Site Location

**Litton Middle School** 

**Summer Location address** 

1460 McGavock Pike, Nashville, TN 37216

Number of summer youth targeted for site (If applicable, include total for July 2024 & June 2025)

**30** 

Name of Summer Site Location

# **Stratford STEM Middle**

**Summer Location address** 

707 South 7th Street, Nashville, TN 37206

Number of summer youth targeted for site (If applicable, include total for July 2024 & June 2025)

**30** 

Proposed months of Summer programming

# **Both**

Will the organization's July 2024 and June 2025 programming have different timeframes?  $\mathbf{No}$ 

Weeks of Programming

5 weeks

Days per Week of Summer Program

5 days per week

Hours per Day

8 hours

Programming Time Frame

8:00 am -5:00 pm

# GRANT CONTRACT BETWEEN THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY AND

NASHVILLE INTERNATIONAL CENTER FOR EMPOWERMENT

This Grant Contract issued and entered into by and between the Metropolitan Government of Nashville and Davidson County, Nashville Public Library ("Metro") on behalf of Nashville After Zone Alliance (NAZA), and **Nashville International Center for Empowerment**, ("Recipient"), is for the provision of free and high-quality afterschool programs, as further defined in the "SCOPE OF PROGRAM". The Recipient's annual report and audit are incorporated herein by reference.

#### A. **SCOPE OF PROGRAM**:

#### A.1. Schedule and Content

NAZA-funded programs will align with the Metro Schools calendar and be available to youth Monday through Thursday during the fall semester (September 3 to December 13, 2024) and spring semester (January 8 to May 9, 2025), on days when MNPS is in session. Programs should run at least for 28 weeks. *NAZA-funded programs may choose to offer longer programs.* 

Please note that NAZA-funded programs will not begin before Labor Day due to unavailability of MNPS transportation.

NAZA-funded summer program with **Nashville International Center for Empowerment** will occur between July 1-31, 2024 and/or June 1-30, 2025. (not applicable to organizations not providing summer programming)

NAZA-funded activities should support youths' physical, social, emotional, cognitive and academic skills development, help them build purpose through learning, and have relevance to their real-life experiences. Throughout the program day, staff should intentionally infuse opportunities for youth to read, write, speak, and listen as well as allocate time for community building and reflection. When possible, programs should consider encouraging youth to be part of activity design or leading to enable them practice leadership skills. Each day should begin with check-in and snack/meals (when in person). Additional activities may be offered by the NAZA funded partner outside of this timeframe at the partner's expense, with no cost to youth and their families.

A typical program day should focus to creatively combine:

- School day supports (reading, homework, etc.)
- Enrichments (e.g. arts education; STEAM engineering challenges, service learning, etc.)
   reflecting youth voice and choice and have a learning focus, either provided by program staff or external enrichment partners.
- Focus on youth's skill building, in line with Nashville's Vision for Holistic Youth Development (curricula with activities will be available for each of the 12 skills).
- Other Experiences (e.g. physical activity, health and wellness, mental health, healthy eating activities, team games with rules, career exploration, field trips and other age-appropriate developmental activities.) that offer fun, support team and relationship building and foster holistic youth development.

- NAZA funds should not in any shape or form be related to any religious content or affiliation.
   NAZA-funded programs should not proselytize during their regular programming time, nor should youth be accepted or denied based on their religious affiliation or commitment to engaging in any type of religious activities before or after NAZA programming time.
- While we encourage using various learning software and educational games to enhance youth learning, we strictly prohibit enabling access to any video games that include violence, shooting or other unwanted behaviors, especially those rated M for Mature, are of solely entertainment purposes during NAZA-funded time. Programming time should focus on young people's development.

Each after-school programming day should begin with check-in and a snack or meal. Additional activities may be offered by the funded partner outside of this timeframe at the partner's expense, with no cost to youth and their families.

Recipient must ask parents and youth (who are not participating in sports) to commit to attend regularly, on an on-going basis when program is in session, for both fall and spring semesters. **Only youth who have returned a fully completed enrollment form may participate in NAZA-funded programs**.

#### **Requirements for Programming**

By initialing each item below, Recipient agrees to the following:

- 1. **RM Supervision:** Recipient commits to maintaining a staff: youth ratio not to exceed 1:15 at all times by establishing and maintaining a mechanism for substitutions. Youth will be supervised at all times by program staff.
- 2. RM School Relationships: Recipient will be actively involved in communicating and collaborating with schools to enhance youth learning. They will participate in planning meetings with school principals and staff, including Community Achieves staff to help meet school outcomes and to track youth progress. Program staff will also meet with principals and school staff when needed or possible to address strategies for program recruitment, retention, and attendance tracking.

Recipient will receive space approval from school administration for programming.

3. Recruitment and Family Engagement: Recipient is responsible for recruiting youth, leading program activities, and engaging in family outreach. Recipient will promote consistent participation/retention levels by contacting each family/youth before programming begins, whenever absences begin to develop a pattern, and to confirm an exit/withdrawal if appropriate. Recipient will serve at least 90% of the youth they projected to serve.

Youth with no afterschool options should be the first priority for enrollment in NAZA-funded programs. If spots are available, youth participating in school-sponsored athletics can choose to attend school athletics as a portion of their NAZA-funded program time if they can commit to partially (at least one hour per day) attend NAZA-funded programming and the program has more than one staff on site. Only students participating in at least one hour of programming can benefit from a snack/meal, learning time, and transportation home and counted towards the funded slots. Only youth who have returned a fully completed enrollment form, signed by parent/guardian, may participate.

4) \_\_\_\_\_ Attendance: Recipient commits to maintain daily attendance, updating the NAZA attendance tracking tool (Salesforce) on a weekly basis (daily direct attendance taking in the Salesforce is strongly recommended); this requires a computer or any other device with internet access. Recipient staff will ensure that youth sign in with their given first and last name daily using the NAZA approved sign-in sheets to verify

youth participation. The youth attendance reflected on the sign-in sheet/daily attendance log must match the attendance entered into the Salesforce platform.

Monthly attendance must be accurately updated in the Salesforce by the 2nd working day of each following month so that NAZA can report the attendance numbers to the Mayor's office accurately.

- 5) \_\_\_\_\_ Meals/Snacks: Recipient is required to provide healthy, prepackaged snack or meal options to youth every day of programming.
- 6) <u>RM</u> <u>Experiential Activities:</u> Recipient is encouraged to engage external enrichment providers at least twice per semester to increase the diversity of appealing programming options for youth. Enrichment providers are individuals and organizations that offer enriching activities within the afterschool context. For example, they might include teaching artists, mentors, health educators, yoga and martial arts teachers, spoken word literacy teachers, or career exploration and life skills experts.
- 7) **RM System-Wide Meetings & Events**: Recipient is responsible for hosting at least 2 free, youth-led events during the 2024-2025 school year that 1) incorporate and highlight growth practices from Nashville's Vision for Holistic Youth Development and 2) that are open to the public to attend during the year, such as a fall and/or spring showcase, an open house, a visual or performing arts piece, a poetry reading or spoken word event, etc.
- 8) **RM Branding:** Recipient agrees to recognize NAZA as a funder by, displaying NAZA signs in program spaces, indicating NAZA is a funder on their website and adding NAZA's logo on their website, supporting NAZA through social media outlets, etc.
- 9) \_\_RM\_\_ Communication with NAZA: Recipient will respond to requests from NAZA in a timely manner and provide requested documentation by the associated deadline. All staff changes must be communicated to the NAZA Operations Manager within 24 hours. This includes staff leaving their positions: staff no longer with the program must be removed from the Salesforce platform by the NAZA Operations Manager in order to comply with FERPA guidelines.

Any program experiencing challenges either with the host school or program site that threatens the continuity/further existence of the program, must immediately report the situation to NAZA and seek support in resolving the situation. A decision to close a program/site must be reported to NAZA immediately with documented reasons.

- 10) <u>RM</u> Adding Staff to Data Management System: Program staff without Salesforce authorization, such as site assistance, coordinators, etc. should have a contact page and included in the staff listing of NAZA's Data Management System, Salesforce.
- 11) <u>RM</u> Partner Meetings: Key staff and program directors from each NAZA-funded program site are expected to participate in the NAZA learning community by attending **Partner Meetings** four times during the school year. Meeting dates will be shared before the start of the school year.

# 12) \_\_RM\_\_\_Professional Development:

For each NAZA -funded partner, the program director and all frontline staff working with youth are required to attend or complete several trainings. Please see below:

#### Program Directors and Site Managers are required to attend the following:

- NAZA Essential Operations training
- Introduction to Positive Youth Development (PYD) training
- At least two trainings on the Growth Practices.

- Program Quality Basics (PQA Basics) either in person or online (online version is available at the partner's expense if missed scheduled training offered by NAZA)
- Any training required by MNPS for staff working in school buildings will be made available to NAZA partner staff.

<u>Note:</u> Program Directors and Site Managers who have successfully completed PYD in the past are exempt from retaking. The NAZA Essential Operations training will be archived and accessible online, while Introduction to Positive Youth Development will be conducted multiple times annually. Returning Program Directors and Site Coordinators who have previously completed the PQA Basics or SEL PQA will only need to redo the training every 3 years. Choosing to take SEL PQA requires a prior completion of PQA Basics.

#### **Program Directors and Site Managers strongly recommended trainings:**

- Advanced Positive Youth Development
- Salesforce Student Management Systems
- Strategies for Employee Retention and Recruitment
- Any additional trainings offered to NAZA-funded partners supporting high-quality
  programming, as well as the achievement of their Program Improvement Plan. Returning site
  staff are encouraged to attend additional trainings that will support the program's continued
  quality improvement.
- Attend at least three professional development opportunities, in addition to other require trainings, either in-person or online, from the following: Weikart online trainings, Exploring Data Training, NAZA's Learning Management System (LMS), or NAZA Learn, Engage, Develop (L.E.D.) Conference.

For each NAZA -funded partner, front-line and part-time staff working with youth are required to attend or complete several trainings. Please see the following for requirements:

#### Front-line and Part-time staff are required to attend the following trainings:

- Essential Operations training (only topics labeled and related to front-line and part-time staff)
- Positive Youth Development (new staff and staff who have not completed this requirement).
- Two (2) trainings on the Growth Practices

#### Front-line and Part-time staff strongly recommended trainings:

- Advanced Positive Youth Development
- Salesforce Student Management Systems
- Strategies for Employee Retention and Recruitment
- Any additional trainings offered to NAZA-funded partners supporting high-quality
  programming, as well as the achievement of their Program Improvement Plan. Returning site
  staff are encouraged to attend additional trainings that will support the program's continued
  quality improvement.
- Attend at least three professional development opportunities, in addition to other require trainings, either in-person or online, from the following: Weikart online trainings, Exploring Data Training, NAZA's Learning Management System (LMS), or NAZA Learn, Engage, Develop (L.E.D.) Conference.

# 13) *RM* Evaluation Tools:

All program directors/managers and site coordinators of NAZA-funded programs will participate in the **Program Quality Improvement (PQI)** cycle. Self-assessments will be required for both fall and spring semesters. External assessments may be scheduled per need and availability of external assessors.

The **Youth Program Quality Improvement (YPQI)** cycle **is** comprised of the following quality improvement activities, offered at no cost to Partners:

- a) A baseline self-assessment utilizing the Youth Program Quality Assessment (YPQA) or Social-Emotional Learning Program Quality Assessment (SEL PQA) tool. Program staff conduct pre-self-assessment of their program and enter results in YPQI's Scores Reporter.
- b) Developing and uploading a **Program Improvement Plan** based on the results of all available YPQA or SELPQA assessment tools (i.e. self-assessments, external assessments, and Leading Indicator Survey results).
- c) A follow-up YPQA/SEL PQA self-assessment at the end of the school year, also entered into Scores Reporter, and planning for the following fall semester based on the results of this assessment.
- d) An external assessment will be conducted by assessors trained by Weikart Center every three years for returning partners unless otherwise requested. For new partners one external assessment will be conducted annually for the for the first three years.
- e) The two assessments are reviewed to develop an understanding of how well the program is performing with regard to NAZA Quality Standards.
- f) Additionally, NAZA-funded partners are required to administer YPQl's **Leading Indicators Survey, Youth** annually in the spring semester to youth enrolled at each site to capture youth experience with the program.
- g) NAZA-funded partners are required to administer YPQl's as **Leading Indicators Survey**, **Staff** annually in the spring semester to capture the experiences of staff with the program.
- h) NAZA-funded partners are also required to administer YPQl's **Leading Indicators Survey**, **Managers** annually in the spring semester to capture the experiences of administrators with the program.
- i) NAZA-funded partners are also required to provide access to YPQI's **Leading Indicators Survey**, **Family** annually in the spring semester to attempt to capture the experiences of parents and guardians of youth in the program.
- j) NAZA partners will have access to **students' school data** through the **data-sharing agreement** between NAZA/NPL and MNPS. Partners will be required to attend two trainings <u>as soon as they become available</u> on: 1) Responsible use of data, and 2) Understanding the academic data.
- k) Partners will be required to sign the **data-sharing sub-agreement** (to be attached to the contract) of this document and adhere to all requirements under that document so that they can have access to student data.
- 14) \_\_\_\_\_ Youth Survey: Recipient is required to administer a one-time Leading Indicator Survey, Youth to enrolled youth at each site in the spring semester.
- 15) <u>RM</u> Staff Survey (Director/Manager and Frontline): Recipient is required to administer a one-time Leading Indicator Survey, Staff by program staff the spring semester.

- 16) **\_\_\_RM\_\_** Family Survey: Recipient is required to provide families access to a one-time **Leading Indicator Survey**, Family by program administrators the spring semester.
- 17) <u>RM.</u> <u>Compliance with MNPS Requirements:</u> Programs offered at participating Metro schools will operate in full compliance with MNPS requirements, including covid-related procedures, liability insurance, criminal background checks, non-discrimination, ADA, and other related standard Metro requirements, confidentiality of student records per FERPA, operation as a non-profit, and transportation policies (as appropriate).

#### **Operational Policies:**

Recipient will operate in full compliance with the following policies and maintain relevant documentation to verify compliance with the policies. Recipient agrees to:

- Maintain an active 501(c)(3) registration unless the applicant is a public entity.
- Maintain up-to-date certificates verifying the following insurance: commercial general liability, sexual/abuse/sexual harassment, automobile liability (if applicable) and professional liability insurance with limits not less than one million dollars each occurrence. The Recipient shall provide an updated certificate of insurance upon expiration of the current certificate.
- Nondiscrimination, which precludes Recipient from discriminating on the basis of race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability in admission, access to, or operation of programs, services, or activities. Note that Metro does not discriminate on the basis of race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability in admission to, access to, or operation of programs, services, or activities. Metro does not discriminate in hiring or employment practices.
- Follow MNPS operating procedures on verification of criminal background checks on all program staff
  and volunteers. On school grounds, the MNPS criminal background check contractor shall be used for
  employees. As long as there is no break in service with the agency, staff will not be required to be
  fingerprinted yearly. If there is any break in service at all, or if they must go through a rehiring process,
  they are required to complete a background check including fingerprinting.
- Ensure that all educational records created, disclosed or maintained pursuant to the terms of this
  contract are confidential and shall be created, disclosed and maintained pursuant to the provisions of
  the Family Educational Rights and Privacy Act (20 U.S.C.A. s #1232g), its regulations and Board of
  Education policy.
- Appropriately spend Metro dollars, document the spending, and follow Metro guidelines for allowable
  costs. Recipient is responsible for properly documenting the spending under their contracts, organizing
  the documentation separately by year, and storing that documentation for three years for auditing
  purposes. The documents must be readily available for a Metro Audit.
- Meet NAZA's Minimum Quality Standards (see Annex 4) and maintain relevant documentation to verify compliance with the policies.
- Meet the 2024-2025 Performance Indicators specific to the Recipient (see Annex 6).
- Maintain accurate youth enrollment forms (Annex 7) and ensure that all youth have enrollment forms signed before they accept a youth into their program. Enrollment forms, as well as evidence to back up outputs and outcomes cited in narrative reports, must be maintained by the Recipient and

stored for three years for auditing purposes. The documents must be readily available any time that the Metro requests them, including as part of an Audit.

Enrollment forms must be fully completed and accurate. Forms should include legitimate first and last names youth, their birthdates, student ID numbers, names of legal guardians and emergency contacts, and accurate addresses, phone numbers, e-mails and medical information (as needed) among other information pieces.

In summary, the Recipient will commit to the following:

- 1. Delivering quality afterschool (and summer, if chosen) programming for the fall and spring semesters in locations identified in Annex 8, aligned with MNPS scheduling;
- 2. Submitting daily attendance using the NAZA attendance tracking tool, keeping all data updated on a weekly basis, along with all supporting documentation. Ensure monthly attendance updates are in the system by the second working day of each month;
- 3. Serving at least 90 percent of the number of youth the Agency projected to serve for the 2024-2025 school year, reflecting ongoing youth recruitment activities, engaging programming, and strong communications with the school community; and
- 4. Full implementation of program quality requirements, including administration of the youth survey.

Violation or breach of this scope may result in <u>Corrective Action</u>. Continued violation could result in termination of the contract.

- A.2. The Recipient must spend these funds consistent with the Grant Budget, attached and incorporated herein as **Annex 3.** The Recipient must collect data to evaluate the effectiveness of their services and must provide those results to Metro upon request.
- A.3. The Recipient will only utilize these funds for services the Recipient provides to **documented residents of Davidson County**. Documentation of residency may be established with a recent utility bill; voter's registration card; driver's license or other government issued-ID; current record from a school showing address; affidavit by landlord; or affidavit by a nonprofit treatment, shelter, half-way house, or homeless assistance entity located within Davidson County. Recipient agrees that it will not use Metro funding for services to non-Davidson County residents.
- A.4. Additionally, the Recipient must collect data on the primary county of residence of the clients it serves and provide that data to Metro upon request.

#### B. **GRANT CONTRACT TERM:**

- B.1. **Grant Contract Term.** The term of this Grant will be twelve (12) months, commencing on July 1, 2024 and ending on June 30, 2025. Metro will have no obligation for services rendered by the Recipient that are not performed within this term.
- B.2. **Extendable Grants.** This grant may be extended by 12 months, not exceed 60 months (with 12-month terms each time upon annual approval/availability of NAZA funds). To be considered for extension, Recipients must meet the following conditions:
  - NAZA funded-partner for 5 years with no contract disruption or corrective action plan within the past 12 months;
  - Exhibit low-risk on Metro Risk Assessment tool;
  - Present annual audit covering the past 12 months, as of May 1<sup>st</sup> of the current year;
  - Pass annual compliance checks;

Meet performance indicators set in the contract.

Upon meeting all of the criteria above a grant contract extension may be offered annually through a contract amendment process.

#### C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event will Metro's maximum liability under this Grant Contract exceed \$84,015 (45 slots for afterschool, 15 slots for summer). The Grant Budget will constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient's obligations hereunder. The Grant Budget line items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Recipient.

Subject to modification and amendments as provided in section D.2 of this agreement, this amount will constitute the Grant Amount and the entire compensation to be provided to the Recipient by Metro.

- C.2. **Use of Funds.** NAZA funds may be used for educational purposes only; organizations funded by NAZA must not promote religious practices nor proselytize during programming time. Such activities may be offered by funded partners outside of their NAZA-funded program time. However, MNPS transportation and other NAZA resources will not be available, and youth who do not wish to participate must not be penalized in any way.
- C.3 **Payment Methodology.** The Recipient will only be compensated for actual costs based upon the Grant Budget and reconciliation reports, not to exceed the maximum liability established in Section C.1.

Recipient can expect to receive three payments during the contracted year. Each payment will be received no later than 30 days from the invoice date of the finalized and NAZA approved statement.

First invoice may include up to 50% of the total awarded amount as an advance request to enable programs to procure necessary supplies for beneficiary youth and hire qualified staff to enable proper programming from the beginning of the year.

The first invoice will be processed after the contract is filed with Metro Clerk and within 30 days from the date of the finalized and approved invoice receipt by NAZA.

The second invoice of up to 40% of the total awarded amount will be processed based on the actual expenditures of the programs. The invoice must be submitted by January 15<sup>th</sup> along with the second scheduled expenditure report.

The third and final invoice of up to 10% of the total awarded amount will be processed upon the receipt of the Year-End narrative and expenditure report due July 10<sup>th</sup>. Any invoice not received by the deadline date will not be processed and all remaining grant funds will expire. This final payment will equal the total actual spending for the contract year and cannot exceed the approved awarded amount. No invoice for 2024-2025 school year will be processed after July 10, 2025.

All actually reported expenditures must have backup documentation filed at the recipient organization for Metro Audit.

If the contract is terminated earlier or any funds remain unspent based on the reports, the unspent amounts will be returned to Metro.

Recipient must send all invoices to:

Nashville After Zone Alliance 615 Church St, Nashville, TN 37219 or emailed to <u>Teriz.Fahmy@nashville.gov</u>

#### C.4. Reporting

**Expenditure Report.** All Recipients will submit quarterly expenditure reports. Report templates will be provided by NAZA.

All grantees must submit expenditure reports four times a year to reconcile grant receipts with grant revenues. NAZA will monitor fund recipients for compliance with reporting requirements. Failure to comply with the reporting requirements would constitute a violation of the grant contract. The expenditure reports format is shown on Annex 2 attached to this contract. The quarterly expenditure reports are due on the 15<sup>th</sup> of October, January, and April, with the final report due July

Said report must be in form and substance acceptable to Metro and must be prepared by a Certified Public Accounting Firm or the Chief Financial Officer of the Recipient Organization.

#### **Program Report**

10, 2025.

All grantees must submit programmatic report once a year to explain how the grant has been used on behalf of the citizens of Davidson County. The report is due on July 10, 2025.

Failure to comply with the program reporting requirements would constitute a violation of the grant contract. NAZA will provide the template during the year.

- C.5. **Payment of Invoice.** The payment of any invoice by Metro will not prejudice Metro's right to object to the invoice or any other related matter. Any payment by Metro will neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs included therein.
- C.6. **Unallowable Costs.** The Recipient's invoice may be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by Metro, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs. Utilization of Metro funding for services to non-Davidson County residents is not allowed.
- C.7. **Deductions.** Metro reserves the right to adjust any amounts which are or become due and payable to the Recipient by Metro under this or any Contract by deducting any amounts which are or become due and payable to Metro by the Recipient under this or any Contract.
- C.8. **Travel Compensation.** Payment to the Recipient for travel, meals, or lodging is subject to amounts and limitations specified in Metro's Travel Regulations and subject to the Grant Budget.
- C.9. **Electronic Payment**. Metro requires as a condition of this contract that the Recipient have on file with Metro a completed and signed "ACH Form for Electronic Payment". If Recipient has not previously submitted the form to Metro or if Recipient's information has changed, Recipient will have thirty (30) days to complete, sign, and return the form. Thereafter, all payments to the Recipient, under this or any other contract the Recipient has with Metro, must be made electronically.

#### D. STANDARD TERMS AND CONDITIONS:

- D.1. **Required Approvals.** Metro is not bound by this Grant Contract until it is approved by the appropriate Metro representatives as indicated on the signature page of this Grant.
- D.2. **Modification and Amendment.** This Grant Contract may be modified only by a written amendment that has been approved in accordance with all Metro procedures and by appropriate legislation of the Metropolitan Council.
- D.3. **Termination for Cause.** Metro shall have the right to terminate this Grant Contract immediately if Metro determines that Recipient, its employees or principals have engaged in conduct or violated any federal, state or local laws which affect the ability of Recipient to effectively provide services under this Grant Contract. Should the Recipient fail to properly perform its obligations under this Grant Contract or if the Recipient violates any terms of this Grant Contract, Metro will have the right to immediately terminate the Grant Contract and the Recipient must return to Metro any and all grant monies for services or programs under the grant not performed as of the termination date. The Recipient must also return to Metro any and all funds expended for purposes contrary to the terms of the Grant Contract. Such termination will not relieve the Recipient of any liability to Metro for damages sustained by virtue of any breach by the Recipient.
- D.4. **Termination—Notice.** Metro may terminate this Grant Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the Recipient. Metro shall give the Recipient at least thirty (30) days written notice before the effective termination date.
- D.5. **Termination –Funding.** This Grant Contract is subject to the appropriation and availability of local, State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, Metro shall have the right to terminate this Grant Contract immediately upon written notice to the Recipient. Upon receipt of the written notice, the Recipient shall cease all work associated with this Grant Contract on or before the effective termination date specified in the written notice. Should such an event occur, the Recipient shall be entitled to compensation for all satisfactory and authorized services completed as of the effective termination date. The Recipient shall be responsible for repayment of any funds already received in excess of satisfactory and authorized services completed as of the effective termination date.
- D.6. **Subcontracting.** The Recipient may not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of Metro. Notwithstanding any use of approved subcontractors, the Recipient will be considered the prime Recipient and will be responsible for all work performed.
- D.7. **Conflicts of Interest.** The Recipient warrants that no part of the total Grant Amount will be paid directly or indirectly to an employee or official of Metro as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Recipient in connection with any work completed or performed relative to this Grant Contract.
- D.8. Nondiscrimination. The Recipient hereby agrees, warrants, and assures that no person will be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Recipient on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification which is in violation of applicable laws. The Recipient must, upon request, show proof of such nondiscrimination and must post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.9. **Records.** The Recipient must maintain documentation for all charges to Metro under this Grant Contract. The books, records, and documents of the Recipient, insofar as they relate to work performed or money received under this Grant Contract, must be maintained for a period of three (3) full years from the date of the final payment or until the Recipient engages a licensed

independent public accountant to perform an audit of its activities. The books, records, and documents of the Recipient insofar as they relate to work performed or money received under this Grant Contract are subject to audit at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. Records must be maintained in accordance with the standards outlined in the Non-Profit Grants Manual. The financial statements must be prepared in accordance with generally accepted accounting principles.

- D.10. **Monitoring.** The Recipient's activities conducted and records maintained pursuant to this Grant Contract are subject to monitoring and evaluation by The Metropolitan Office of Financial Accountability or Metro's duly appointed representatives. The Recipient must make all audit, accounting, or financial records, notes, and other documents pertinent to this grant available for review by the Metropolitan Office of Financial Accountability, Internal Audit or Metro's representatives, upon request, during normal working hours.
- D.11. **Narrative Reporting.** The Recipient must submit a <u>Year-End Program Report</u>, to be received by July 10th. Said report shall detail the outcome of the activities funded under this Grant Contract.
- D.12. **Financial Reporting.** The Recipient must submit quarterly expenditure report for the 2024-2025 programming year to reconcile grant receipts with grant revenues. Reports must be received no later than the 15<sup>th</sup> day of October, January, and April and July 10 of FY '25 (July 1, 2024 June 30, 2025).
- D.13. **Strict Performance.** Failure by Metro to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement is not a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract is considered to be waived, modified, or deleted except by a written amendment by the appropriate parties as indicated on the signature page of this Grant.
- D.14. **Insurance.** The Recipient agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all applicable taxes incident to this Grant Contract.

#### D.14.1 Proof of Insurance

During the term of this Contract, for any and all awards, CONTRACTOR shall, at its sole expense, obtain and maintain in full force and effect for the duration of this Contract, including any extension, the types and amounts of insurance identified below by a checked box. Proof of insurance shall be required naming METRO as additional insured and identifying the Purchase Order on the Acord document.

#### **D.14.2 General Liability Insurance**

In the amount of one million (\$1,000,000.00) dollars

#### D.14.3 Automobile Liability Insurance

In the amount of one million (\$1,000,000.00) dollars (if vendor will be making on-site deliveries)

#### D.14.4 Worker's Compensation Insurance

With statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand (\$100,000.00) dollars, as required by the laws of Tennessee (Not required for companies with fewer than five (5) employees).

#### **D.14.5 Sexual Molestation and Abuse Insurance**

In the amount of one million (\$1,000,000.00) dollars.

#### D.14.6 Such insurance shall:

Contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

For any claims related to this agreement, CONTRACTOR'S insurance coverage shall be primary insurance as respects METRO, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering METRO, its officials, officers, employees, and volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it.

Automotive Liability Insurance including vehicles owned, hired, and non-owned. Said insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of CONTRACTOR.

Worker's Compensation (if applicable), CONTRACTOR shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance. CONTRACTOR shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by CONTRACTOR'S workers' compensation insurance coverage.

#### D.14.7

Prior to commencement of services, CONTRACTOR shall furnish METRO with original certificates and amendatory endorsements affecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to:

DEPARTMENT OF LAW
INSURANCE AND RISK MANAGEMENT
METROPOLITAN COURTHOUSE, SUITE 108
PO BOX 196300
NASHVILLE, TN 37219-6300

Provide certified copies of endorsements and policies if requested by METRO in lieu of or in addition to certificates of insurance.

Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services. Maintain such insurance from the time services commence until services are completed and attach the certificates of insurance in the METRO system. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by METRO as a material breach of contract.

Place such insurance with insurer licensed to business in Tennessee and having A.M. Best Company ratings of no less than A-. Modification of this standard may be considered upon appeal to the METRO Director of Risk Management Services.

Require all subcontractors to maintain during the term of the agreement Commercial General Liability insurance, Business Automobile Liability insurance, and Worker's Compensation/Employers Liability insurance (unless subcontractor's employees are covered by CONTRACTOR'S insurance) in the same manner as specified for CONTRACTOR. CONTRACTOR shall file subcontractor's certificates of insurance in METRO's system.

Any deductibles and/or self-insured retentions greater than \$10,000.00 must be disclosed to and approved by METRO prior to the commencement of services.

If the CONTRACTOR has or obtains primary or excess policy(ies), there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.

- D.15. Metro Liability. Metro will have no liability except as specifically provided in this Grant Contract.
- D.16. **Independent Contractor.**\_Nothing herein will in any way be construed or intended to create a partnership or joint venture between the Recipient and Metro or to create the relationship of principal and agent between or among the Recipient and Metro. The Recipient must not hold itself out in a manner contrary to the terms of this paragraph. Metro will not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.
- D.17. Indemnification and Hold Harmless.
  - (a) Recipient agrees to indemnify, defend, and hold harmless Metro, its officers, agents and employees from any claims, damages, penalties, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Recipient, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract, and any claims, damages, penalties, costs and attorney fees arising from any failure of Recipient, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
  - (b) Metro will not indemnify, defend or hold harmless in any fashion the Recipient from any claims, regardless of any language in any attachment or other document that the Recipient may provide.
  - (c) Recipient will pay Metro any expenses incurred as a result of Recipient's failure to fulfill any obligation in a professional and timely manner under this Contract.
  - (d) Recipient's duties under this section will survive the termination or expiration of the grant.
- D.18. **Force Majeure.** "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party. Except as provided in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a breach under this Grant Contract. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. Recipient will promptly notify Metro within forty-eight (48) hours of any delay caused by a Force Majeure Event and will describe in reasonable detail the nature of the Force Majeure Event.
- D.19. **State, Local and Federal Compliance.** The Recipient agrees to comply with all applicable federal, state and local laws and regulations in the performance of this Grant Contract. Metro shall have the right to terminate this Grant Contract at any time for failure of Recipient to comply with applicable federal, state or local laws in connection with the performance of services under this Grant Contract.
- D.20. **Governing Law and Venue.** The validity, construction and effect of this Grant Contract and any and all extensions and/or modifications thereof will be governed by and construed in accordance with the laws of the State of Tennessee. The venue for legal action concerning this Grant Contract will be in the courts of Davidson County, Tennessee.

- D.21. **Completeness.** This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.22. **Headings.** Section headings are for reference purposes only and will not be construed as part of this Grant Contract.
- D.23. **Metro Interest in Equipment.** The Recipient will take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Grant Contract, subject to Metro's equitable interest therein, to the extent of its *pro rata* share, based upon Metro's contribution to the purchase price. "Equipment" is defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$5,000.00.

The Recipient agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at any time during the term of the Grant Contract, the Recipient must request written approval from Metro for any proposed disposition of equipment purchased with Grant funds. All equipment must be disposed of in such a manner as parties may agree as appropriate and in accordance with any applicable federal, state or local laws or regulations.

- D.24. Assignment—Consent Required. The provisions of this contract will inure to the benefit of and will be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Recipient under this contract, neither this contract nor any of the rights and obligations of Recipient hereunder may be assigned or transferred in whole or in part without the prior written consent of Metro. Any such assignment or transfer will not release Recipient from its obligations hereunder. Notice of assignment of any rights to money due to Recipient under this Contract must be sent to the attention of the Metro Department of Finance.
- D.25. Gratuities and Kickbacks. It will be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit. demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparations of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It will be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from participation in Metropolitan Government contracts.
- D.26. **Communications and Contacts.** All instructions, notices, consents, demands, or other communications from the Recipient required or contemplated by this Grant Contract must be in writing and must be made by facsimile transmission, or by first class mail, addressed to the respective party at the appropriate facsimile number or address as set forth below <u>or</u> to such other party, facsimile number, or address as may be hereafter specified by written notice.

#### Metro

For contract-related matters: Nashville Public Library NAZA Communications Manager 615 Church Street Nashville, TN 37219 (615) 862-5894 For inquiries regarding invoices: Nashville Public Library NAZA Procurement Officer 615 Church Street Nashville, TN 37219 615-862-5800 ext. 73731

#### Recipient

Gatluak Thach, President/ CEO
Nashville International Center for Empowerment
417 Welshwood Dr
Nashville, TN, 37211
(615) 315-9681

#### D.27. **Lobbying.** The Recipient certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Recipient must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Recipient will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all subcontractors of federally appropriated funds shall certify and disclose accordingly.

#### D.28. Certification Regarding Debarment and Convictions.

- a. Recipient certifies that Recipient, and its current and future principals:
  - i. are not presently debarred, suspended, or proposed for debarment from participation in any federal or state grant program;
  - i. have not within a three (3) year period preceding this Grant Contract been convicted of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) grant;
  - ii. have not within a three (3) year period preceding this Grant Contract been convicted of embezzlement, obstruction of justice, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

- iii. are not presently indicted or otherwise criminally charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in sections D.25(a)(ii) and D.25(a)(iii) of this certification.
- b. Recipient shall provide immediate written notice to Metro if at any time Recipient learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals fall under any of the prohibitions of Section D.25(a).
- D.29. **Effective Date.** This contract will not be binding upon the parties until it has been signed first by the Recipient and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this contract will be effective as of the date first written above.

#### **Annexes**

The following annexes constitute part of this contract:

<u>Annex 1</u> – Metro Invoice Template <u>Annex 5</u> – Partner Data-Sharing Sub-Agreement

<u>Annex 2</u> – Expenditure Report Template <u>Annex 6</u> – Performance Indicators

Annex 3 – Budget Annex 7 – Enrollment forms

Annex 4 – Minimum Standards for NAZA funding Annex 8 – Program site/s

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Grant contract between the Metropolitan Gover Nashville International Center for Empowermen 2025	rnment of Nashville and Davidson County and nt, Contract # July 1, 2024 – June 30,
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:  APPROVED AS TO AVAILABILITY OF FUNDS:  Kevin Crumbo/mgw	RECIPIENT: Nashville International Center for Empowerment  By (Signature):
Director of Finance	Authorized Officer Name: Dr. Gatluak Thach Title: Founder & CEO  Sworn to and subscribed to before me a Notary Public, this 22 day of May , 202 4
APPROVED AS TO RISK AND INSURANCE:  Balogun Cobb  Director of Insurance	Notary Public
APPROVED AS TO FORM AND LEGALITY:  Matthew Garth  Metropolitan Attorney	STATE OF TENNESSEE NOTARY PUBLIC PUBLIC OF DANIOS
FILED IN THE OFFICE OF THE CLERK:  Metropolitan Clerk	Saman The Sty Carl
	My Commission Expires Nov. 3, 2025

NASHVILLE PUBLIC LIBRARY

Docusigned by:

TUNI LUKE

EE49BFDF9F034BF...

5/29/2024

**Interim Library Director** 

Government of				
	Funds F	or FY 2025 Program		
ORGANIZATION NAME	N.I.C.E.	CONTRACT # (Office Use):		
PROGRAM NAME	YEA	,	1-Jul-24	
ADDRESS	417 Welshwood Dr.	END DATE: 30	-Jun-25	
CITY, STATE & ZIP	Nashville, TN	CONTACT PERSON Cindy Cunningham		
FEDERAL ID # (EIN)	02-0674431	CONTACT TELEPHONE (615) 315-9681		
COST CATEGORIES	TOTAL BUDGET REQUEST	BUDGET EXPLANATION/DETAILS	OTHER FUNDING Funding amount from other sources invested in serving the same number of slots requested from NAZA	
After-School Programs		After-school program starts 09/05/2023   Per slot rate for after	school is \$1,355	
Salaries and Wages	\$ 43,260.00	3 program staff at 30 weeks x 20 hrs/wk x \$20.20/hr and 1 program nanager at 30 weeks x 10 hrs/wk x \$23	1	
Benefits and Taxes	\$ 6,467.00	6.0% x total salary on program for benefits and $8.95%$ x total salary axes	for all	
Total Personnel Expenses	\$ 49,727.00			
Office Supplies	\$ 1,774.00	2.1% of total expense to cover office supplies, printing, postage, pa oner, etc.	,	
Communications	\$ -	Estimated unit number and unit cost or % of total cost charged to the	0	
Postage and Shipping	\$ -	Estimated unit number and unit cost or % of total cost charged to the	nis grant	
Occupancy	\$ 1,774.00	2.1% of total grant to cover phones, internet access and office space		
Equipment Rental and Maintenance Printing and Publications	\$ -	Estimated unit number and unit cost or % of total cost charged to the		
Travel/Conferences & Meetings	\$ -	Estimated unit number and unit cost or % of total cost charged to the	iis grant	
	\$ -	Milage, parking and other travel unit cost and unit number  Jnit cost or % of total cost charged to this grant		
Insurance	\$ -	0 \$400 per site which equals \$26.67 per student		
learning software, programs, games,	\$ 1,200.00	p400 per site writeri equals \$20.67 per student		

Transportation \$ 4,000.00   45% of 2 drivers x 30 wks x 2 hr/day x 4 days per week x \$18.75    Per youth average cost or cost per trip and estimated number of youth participating	
participating participating	
partners \$ 2,500.00   3 sites, \$833 per site for enhancement partners	
Other Non-Personnel \$ - Anything else that is part of programming cost but is not listed	
Parners can choose to budget either separate line items above or request	
Indirect Cost	
requests must be accompanied by agency's cost allocation plan.	
Total Non-personnel \$ 11,248.00	
Afterschool sub-total 60,975.00	
Summer program funded in this cycle is July 1-31,2023 and June 1-	
20, 2024 I Per clet rate for summer to be calculated at \$9 an hour per	
Summer Programs slot. Maximum cost per youth slot for summer program is \$320 per	
week for partners programming 5 days per week for 8 hours per day.	
\$ 18,168.00	
2 program staff at 6 weeks x 40 hrs/wk x \$20.20/hr and 1 program	
manager at 6 weeks x 40 hrs/wk x \$23/hr and 1 program director at 6	
Salaries and Wages weeks x 15hrs/wk x \$32.80/hr	
\$ 1,952.00   6.0% x total salary on program for benefits and 8.95% x total salary for all	
Benefits and Taxes taxes	
Total Personnel Expenses \$ 20,120.00	
Office Supplies - Estimated unit number and unit cost or % of total cost charged to this grant	
Communications	
Postage and Shipping	
Occupancy Sestimated unit number and unit cost or % of total cost charged to this grant	
Equipment Rental and Maintenance \$ - Estimated unit number and unit cost or % of total cost charged to this grant	
Printing and Publications   September 2   Estimated unit number and unit cost or % of total cost charged to this grant	
Travel/Conferences & Meetings	
Insurance \$ - Unit cost or % of total cost charged to this grant	
learning software, programs, games, \$870.00 \$58 per student for 15 students	
\$ 750.00	
Field Trips 5 field trips x 2 drivers x 4 hrs each trip x \$18.75	
Professional Fees/Enhancement \$ 1,300.00 Any contracted services, including external enhancement partners- cost	
partners per contract or per hour/class	
Other Non-Personnel \$ - Anything else that is part of programming cost but is not listed	

	\$ -	Parners can choose to budget either sep	arata lina itams above or	
	- Т	ramers can choose to budget either sep	balate line items above or	
		request an indirect cost of up to 20 of t	neir total budget. The	
Indirect Cost		Indirect cost requests must be accompa	nied by agency's cost	
Total Non-personnel	\$ 2,920.00			
Summer sub-total	\$ 23,040.00			
TOTAL	\$ 84,015.00			
RECIPIENT	Cindy Cunningham			
AUTHORIZED SIGNATURE:	CACIA_			
TITLE	CFC			
DATE	5/23/2024			

NAZA Annex 8 - 2024-2025 Finalized Entries

Response ID: 17271

Submitted Date: 2024-05-29 18:31:10 Completion Time: 7 min. 33 sec.

Name of Organization

#### **Nashville International Center for Empowerment**

Days of Week of Afterschool Program

4 days per week

Afterschool site plan

**School Site** 

Are you conducting summer programming?

Yes

Afterschool Program Name

**NICE After School Program** 

Name of School Site Location

**Margaret Allen Middle School** 

Address of School Program Site

500 Spence Ln, Nashville, TN 37210

School Partnership Level

**Renewing Partnership** 

Number of youths targeted for site

**15** 

Type of transportation needed?

**MNPS Evening Bus** 

Name of School Site Location

**McMurray Middle School** 

Address of School Program Site

520 McMurray Dr, Nashville, TN 37211

School Partnership Level

**Renewing Partnership** 

Number of youths targeted for site

**15** 

Type of transportation needed?

#### **MNPS Evening Bus**

Name of School Site Location

Wright Middle School

Address of School Program Site

180 McCall St, Nashville, TN 37211

School Partnership Level

**Renewing Partnership** 

Number of youths targeted for site

**15** 

Type of transportation needed?

**MNPS Evening Bus** 

Summer Program Name

**The NICE Summer Program** 

Name of Summer Site Location

**Rolling Hills Community Church** 

Summer Location address

1810 Columbia Ave, STE 100, Franklin, TN 37064

Number of summer youth targeted for site (If applicable, include total for July 2024 & June 2025)

**15** 

Proposed months of Summer programming

Both

Will the organization's July 2024 and June 2025 programming have different timeframes?  $\mathbf{No}$ 

Weeks of Programming

6 weeks

Days per Week of Summer Program

4 days per week

Hours per Day

8 hours

Programming Time Frame 8:00am-4:00pm

Grant contract b	etween	the Metropo	olltan Go	vernment	of Nash	iville and	d Davidson	County	and
Nations Ministry	Center,	, Contract #		July 1	, 2024 –	June 30	, 2025		

# GRANT CONTRACT BETWEEN THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY AND NATIONS MINISTRY CENTER

This Grant Contract issued and entered into by and between the Metropolitan Government of Nashville and Davidson County, Nashville Public Library ("Metro") on behalf of Nashville After Zone Alliance (NAZA), and **Nations Ministry Center**, ("Recipient"), is for the provision of free and high-quality afterschool programs, as further defined in the "SCOPE OF PROGRAM". The Recipient's annual report and audit are incorporated herein by reference.

#### A. SCOPE OF PROGRAM:

#### A.1. Schedule and Content

NAZA-funded programs will align with the Metro Schools calendar and be available to youth Monday through Thursday during the fall semester (September 3 to December 13, 2024) and spring semester (January 8 to May 9, 2025), on days when MNPS is in session. Programs should run at least for 28 weeks. NAZA-funded programs may choose to offer longer programs.

Please note that NAZA-funded programs will not begin before Labor Day due to unavailability of MNPS transportation.

NAZA-funded summer program with **Nations Ministry Center** will occur between July 1-31, 2024 and/or June 1-30, 2025. (not applicable to organizations not providing summer programming)

NAZA-funded activities should support youths' physical, social, emotional, cognitive and academic skills development, help them build purpose through learning, and have relevance to their real-life experiences. Throughout the program day, staff should intentionally infuse opportunities for youth to read, write, speak, and listen as well as allocate time for community building and reflection. When possible, programs should consider encouraging youth to be part of activity design or leading to enable them practice leadership skills. Each day should begin with check-in and snack/meals (when in person). Additional activities may be offered by the NAZA funded partner outside of this timeframe at the partner's expense, with no cost to youth and their families.

A typical program day should focus to creatively combine:

- School day supports (reading, homework, etc.)
- Enrichments (e.g. arts education; STEAM engineering challenges, service learning, etc.)
   reflecting youth voice and choice and have a learning focus, either provided by program staff or external enrichment partners.
- Focus on youth's skill building, in line with Nashville's Vision for Holistic Youth Development (curricula with activities will be available for each of the 12 skills).
- Other Experiences (e.g. physical activity, health and wellness, mental health, healthy eating
  activities, team games with rules, career exploration, field trips and other age-appropriate
  developmental activities.) that offer fun, support team and relationship building and foster holistic
  youth development.
- NAZA funds should not in any shape or form be related to any religious content or affiliation.
   NAZA-funded programs should not proselytize during their regular programming time, nor should

youth be accepted or denied based on their religious affiliation or commitment to engaging in any type of religious activities before or after NAZA programming time.

 While we encourage using various learning software and educational games to enhance youth learning, we strictly prohibit enabling access to any video games that include violence, shooting or other unwanted behaviors, especially those rated M for Mature, are of solely entertainment purposes during NAZA-funded time. Programming time should focus on young people's development.

Each after-school programming day should begin with check-in and a snack or meal. Additional activities may be offered by the funded partner outside of this timeframe at the partner's expense, with no cost to youth and their families.

Recipient must ask parents and youth (who are not participating in sports) to commit to attend regularly, on an on-going basis when program is in session, for both fall and spring semesters. Only youth who have returned a fully completed enrollment form may participate in NAZA-funded programs.

#### Requirements for Programming

By initialing each item below. Recipient agrees to the following:

1. Supervision: Recipient commits to maintaining a staff: youth ratio not to exceed 1:15 at all times by establishing and maintaining a mechanism for substitutions. Youth will be supervised at all times by program staff.

2. School Relationships: Recipient will be actively involved in communicating and collaborating with schools to enhance youth learning. They will participate in planning meetings with school principals and staff, including Community Achieves staff to help meet school outcomes and to track youth progress. Program staff will also meet with principals and school staff when needed or possible to address strategies for program recruitment, retention, and attendance tracking.

Recipient will receive space approval from school administration for programming.

3. Recruitment and Family Engagement: Recipient is responsible for recruiting youth, leading program activities, and engaging in family outreach. Recipient will promote consistent participation/retention levels by contacting each family/youth before programming begins, whenever absences begin to develop a pattern, and to confirm an exit/withdrawal if appropriate. Recipient will serve at least 90% of the youth they projected to serve.

Youth with no afterschool options should be the first priority for enrollment in NAZA-funded programs. If spots are available, youth participating in school-sponsored athletics can choose to attend school athletics as a portion of their NAZA-funded program time if they can commit to partially (at least one hour per day) attend NAZA-funded programming and the program has more than one staff on site. Only students participating in at least one hour of programming can benefit from a snack/meal, teaming time, and transportation home and counted towards the funded slots. Only youth who have returned a fully completed enrollment form, signed by parent/guardian, may participate.

4) Attendance: Recipient commits to maintain daily attendance, updating the NAZA attendance tracking tool (Salesforce) on a weekly basis (daily direct attendance taking in the Salesforce is strongly recommended); this requires a computer or any other device with internet access. Recipient staff will ensure that youth sign in with their given first and last name daily using the NAZA approved sign-in sheets to verify youth participation. The youth attendance reflected on the sign-in sheet/daily attendance log must match the attendance entered into the Salesforce platform



required to attend or complete several trainings. Please see below:

#### Program Directors and Site Managers are required to attend the following:

- NAZA Essential Operations training
- Introduction to Positive Youth Development (PYD) training
- At least two trainings on the Growth Practices.
- Program Quality Basics (PGA Basics) either in person or online (online version is available at the partner's expense if missed scheduled training offered by NAZA)
- Any training required by MNPS for staff working in school buildings will be made available to NAZA partner staff

Note: Program Directors and Site Managers who have successfully completed PYD in the past are exempt from retaking. The NAZA Essential Operations training will be archived and accessible online, while Introduction to Positive Youth Development will be conducted multiple times annually. Returning Program Directors and Site Coordinators who have previously completed the PQA Basics or SEL POA will only need to redo the training every 3 years. Choosing to take SEL PQA requires a prior completion of PQA Basics.

#### Program Directors and Site Managers strongly recommended trainings:

- Advanced Positive Youth Development
- Salesforce Student Management Systems
- Strategies for Employee Retention and Recruitment
- Any additional trainings offered to NAZA-funded partners supporting high-quality
  programming, as well as the achievement of their Program Improvement Plan. Returning site
  staff are encouraged to attend additional trainings that will support the program's continued
  quality improvement.
- Attend at least three professional development opportunities, in addition to other require trainings, either in-person or online, from the following: Weikart online trainings, Exploring Data Training, NAZA's Learning Management System (LMS), or NAZA Learn, Engage, Develop (L.E.D.) Conference,

For each NAZA -funded partner, front-line and part-time staff working with youth are required to attend or complete several trainings. Please see the following for requirements:

#### Front-line and Part-time staff are required to attend the following trainings:

- Essential Operations training (only topics labeled and related to front-line and part-time staff)
- Positive Youth Development (new staff and staff who have not completed this requirement).
- Two (2) trainings on the Growth Practices

#### Front-line and Part-time staff strongly recommended trainings:

- Advanced Positive Youth Development
- Salesforce Student Management Systems
- Strategies for Employee Retention and Recruitment
- Any additional trainings offered to NAZA-funded partners supporting high-quality
  programming, as well as the achievement of their Program Improvement Plan. Returning site
  staff are encouraged to attend additional trainings that will support the program's continued
  quality improvement.
- Attend at least three professional development opportunities, in addition to other require trainings, either in-person or online, from the following: Weikart online trainings, Exploring Data Training, NAZA's Learning Management System (LMS), or NAZA Learn, Engage, Develop (L.E.D.) Conference

### 13) \_\_\_\_\_ Evaluation Tools:

All program directors/managers and site coordinators of NAZA-funded programs will participate in the **Program Quality Improvement (PQI)** cycle. Self-assessments will be required for both fall and spring semesters. External assessments may be scheduled per need and availability of external assessors.

The Youth Program Quality Improvement (YPQI) cycle is comprised of the following quality improvement activities, offered at no cost to Partners:

- a) A baseline self-assessment utilizing the Youth Program Quality Assessment (YPQA) or Social-Emotional Learning Program Quality Assessment (SEL PQA) tool. Program staff conduct pre-self-assessment of their program and enter results in YPQI's Scores Reporter.
- b) Developing and uploading a **Program Improvement Plan** based on the results of all available YPQA or SELPQA assessment tools (i.e. self-assessments, external assessments, and Leading Indicator Survey results).
- c) A follow-up YPQA/SEL PQA self-assessment at the end of the school year, also entered into Scores Reporter, and planning for the following fall semester based on the results of this assessment.
- d) An external assessment will be conducted by assessors trained by Welkart Center every three years for returning partners unless otherwise requested. For new partners one external assessment will be conducted annually for the for the first three years.
- e) The two assessments are reviewed to develop an understanding of how well the program is performing with regard to NAZA Quality Standards.
- f) Additionally, NAZA-funded partners are required to administer YPQI's **Leading Indicators Survey, Youth** annually in the spring semester to youth enrolled at each site to capture youth experience with the program.
- g) NAZA-funded partners are required to administer YPQI's as Leading Indicators Survey, Staff annually in the spring semester to capture the experiences of staff with the program.
- h) NAZA-funded partners are also required to administer YPQI's **Leading Indicators Survey**, **Managers** annually in the spring semester to capture the experiences of administrators with the program.
- i) NAZA-funded partners are also required to provide access to YPQI's Leading Indicators Survey, Family annually in the spring semester to attempt to capture the experiences of parents and guardians of youth in the program.
- j) NAZA partners will have access to **students' school data** through the **data-sharing agreement** between NAZA/NPL and MNPS. Partners will be required to attend two trainings <u>as soon as they become available</u> on: 1) Responsible use of data, and 2) Understanding the academic data
- k) Partners will be required to sign the data-sharing sub-agreement (to be attached to the contract) of this document and adhere to all requirements under that document so that they can have access to student data.
- 14) Youth Survey: Recipient is required to administer a one-time Leading Indicator Survey, Youth to enrolled youth at each site in the spring semester.
- 15) Staff Survey (Director/Manager and Frontline): Recipient is required to administer a one-time Leading Indicator Survey, Staff by program staff the spring semester.
- 16) Family Survey: Recipient is required to provide families access to a one-time Leading Indicator Survey, Family by program administrators the spring semester.
- 17) \_\_\_\_\_Compliance with MNPS Requirements: Programs offered at participating Metro schools will operate in full compliance with MNPS requirements, including covid-related procedures, liability

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insurance, criminal background checks, non-discrimination, ADA, and other related standard Metro requirements, confidentiality of student records per FERPA, operation as a non-profit, and transportation policies (as appropriate).

#### Operational Policies:

Recipient will operate in full compliance with the following policies and maintain relevant documentation to verify compliance with the policies. Recipient agrees to:

- Maintain an active 501(c)(3) registration unless the applicant is a public entity.
- Maintain up-to-date certificates verifying the following insurance: commercial general liability, sexual/abuse/sexual harassment, automobile liability (if applicable) and professional liability insurance with limits not less than one million dollars each occurrence. The Recipient shall provide an updated certificate of insurance upon expiration of the current certificate.
- Nondiscrimination, which precludes Recipient from discriminating on the basis of race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability in admission, access to, or operation of programs, services, or activities. Note that Metro does not discriminate on the basis of race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability in admission to, access to, or operation of programs, services, or activities. Metro does not discriminate in hiring or employment practices.
- Follow MNPS operating procedures on verification of criminal background checks on all program staff
  and volunteers. On school grounds, the MNPS criminal background check contractor shall be used for
  employees. As long as there is no break in service with the agency, staff will not be required to be
  fingerprinted yearly. If there is any break in service at all, or if they must go through a rehiring process,
  they are required to complete a background check including fingerprinting.
- Ensure that all educational records created, disclosed or maintained pursuant to the terms of this
  contract are confidential and shall be created, disclosed and maintained pursuant to the provisions of
  the Family Educational Rights and Privacy Act (20 U.S.C.A. s #1232g), its regulations and Board of
  Education policy.
- Appropriately spend Metro dollars, document the spending, and follow Metro guidelines for allowable
  costs. Recipient is responsible for properly documenting the spending under their contracts, organizing
  the documentation separately by year, and storing that documentation for three years for auditing
  purposes. The documents must be readily available for a Metro Audit.
- Meet NAZA's Minimum Quality Standards (see Annex 4) and maintain relevant documentation to verify compliance with the policies.
- Meet the 2024-2025 Performance Indicators specific to the Recipient (see Annex 6).
- Maintain accurate youth enrollment forms (Annex 7) and ensure that all youth have enrollment
  forms signed before they accept a youth into their program. Enrollment forms, as well as evidence
  to back up outputs and outcomes cited in narrative reports, must be maintained by the Recipient and
  stored for three years for auditing purposes. The documents must be readily available any time that the
  Metro requests them, including as part of an Audit.

Enrollment forms must be fully completed and accurate. Forms should include legitimate first and last names youth, their birthdates, student ID numbers, names of legal guardians and emergency contacts, and accurate addresses, phone numbers, e-mails and medical information (as needed) among other information pieces.

In summary, the Recipient will commit to the following:

- 1. Delivering quality afterschool (and summer, if chosen) programming for the fall and spring semesters in locations identified in Annex 8, aligned with MNPS scheduling;
- Submitting daily attendance using the NAZA attendance tracking tool, keeping all data updated on a weekly basis, along with all supporting documentation. Ensure monthly attendance updates are in the system by the second working day of each month;
- Serving at least 90 percent of the number of youth the Agency projected to serve for the 2024-2025 school year, reflecting ongoing youth recruitment activities, engaging programming, and strong communications with the school community; and
- 4. Full implementation of program quality requirements, including administration of the youth survey.

Violation or breach of this scope may result in <u>Corrective Action</u>. Continued violation could result in termination of the contract.

- A.2. The Recipient must spend these funds consistent with the Grant Budget, attached and incorporated herein as **Annex 3**. The Recipient must collect data to evaluate the effectiveness of their services and must provide those results to Metro upon request.
- A.3. The Recipient will only utilize these funds for services the Recipient provides to **documented** residents of Davidson County. Documentation of residency may be established with a recent utility bill; voter's registration card; driver's license or other government issued-ID; current record from a school showing address; affidavit by landlord; or affidavit by a nonprofit treatment, shelter, half-way house, or homeless assistance entity located within Davidson County. Recipient agrees that it will not use Metro funding for services to non-Davidson County residents.
- A.4. Additionally, the Recipient must collect data on the primary county of residence of the clients it serves and provide that data to Metro upon request.

#### B. GRANT CONTRACT TERM:

- B.1. Grant Contract Term. The term of this Grant will be twelve (12) months, commencing on July 1, 2024 and ending on June 30, 2025. Metro will have no obligation for services rendered by the Recipient that are not performed within this term.
- B.2. **Extendable Grants.** This grant may be extended by 12 months, not exceed 60 months (with 12-month terms each time upon annual approval/availability of NAZA funds). To be considered for extension, Recipients must meet the following conditions:
  - NAZA funded-partner for 5 years with no contract disruption or corrective action plan within the past 12 months;
  - Exhibit low-risk on Metro Risk Assessment tool;
  - Present annual audit covering the past 12 months, as of May 1<sup>st</sup> of the current year;
  - Pass annual compliance checks;
  - Meet performance indicators set in the contract.

Upon meeting alt of the criteria above a grant contract extension may be offered annually through a contract amendment process.

#### C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event will Metro's maximum liability under this Grant Contract exceed \$244,995 (105 slots for afterschool, 80 slots for summer, and transportation). The Grant Budget will constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient's obligations hereunder. The Grant Budget line items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Recipient.

Subject to modification and amendments as provided in section D.2 of this agreement, this amount will constitute the Grant Amount and the entire compensation to be provided to the Recipient by Metro

- C.2. Use of Funds. NAZA funds may be used for educational purposes only; organizations funded by NAZA must not promote religious practices nor proselytize during programming time. Such activities may be offered by funded partners outside of their NAZA-funded program time. However, MNPS transportation and other NAZA resources will not be available, and youth who do not wish to participate must not be penalized in any way.
- C.3 Payment Methodology. The Recipient will only be compensated for actual costs based upon the Grant Budget and reconciliation reports, not to exceed the maximum liability established in Section C.1.

Recipient can expect to receive three payments during the contracted year. Each payment will be received no later than 30 days from the invoice date of the finalized and NAZA approved statement.

First invoice may include up to 50% of the total awarded amount as an advance request to enable programs to procure necessary supplies for beneficiary youth and hire qualified staff to enable proper programming from the beginning of the year.

The first invoice will be processed after the contract is filed with Metro Clerk and within 30 days from the date of the finalized and approved invoice receipt by NAZA.

The second invoice of up to 40% of the total awarded amount will be processed based on the actual expenditures of the programs. The invoice must be submitted by January 15th along with the second scheduled expenditure report.

The third and final invoice of up to 10% of the total awarded amount will be processed upon the receipt of the Year-End narrative and expenditure report due July 10th. Any invoice not received by the deadline date will not be processed and all remaining grant funds will expire. This final payment will equal the total actual spending for the contract year and cannot exceed the approved awarded amount. No invoice for 2024-2025 school year will be processed after July 10, 2025.

All actually reported expenditures must have backup documentation filed at the recipient organization for Metro Audit.

if the contract is terminated earlier or any funds remain unspent based on the reports, the unspent amounts will be returned to Metro.

Recipient must send all invoices to:

Nashville After Zone Alliance 615 Church St, Nashville, TN 37219 or emailed to Teriz,Fahmv@nashville.gov

#### C.4. Reporting

**Expenditure Report.** All Recipients will submit quarterly expenditure reports. Report templates will be provided by NAZA.

All grantees must submit expenditure reports four times a year to reconcile grant receipts with grant revenues. NAZA will monitor fund recipients for compliance with reporting requirements. Failure to comply with the reporting requirements would constitute a violation of the grant contract. The expenditure reports format is shown on Annex 2 attached to this contract. The quarterly expenditure reports are due on the 15th of October, January, and April, with the final report due July 10, 2025.

Said report must be in form and substance acceptable to Metro and must be prepared by a Certified Public Accounting Firm or the Chief Financial Officer of the Recipient Organization.

#### Program Report

All grantees must submit programmatic report once a year to explain how the grant has been used on behalf of the citizens of Davidson County. The report is due on July 10, 2025.

Failure to comply with the program reporting requirements would constitute a violation of the grant contract. NAZA will provide the template during the year.

- C.5. Payment of Invoice. The payment of any invoice by Metro will not prejudice Metro's right to object to the invoice or any other related matter. Any payment by Metro will neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs included therein.
- C.6. Unaltowable Costs. The Recipient's invoice may be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by Metro, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs. Utilization of Metro funding for services to non-Davidson County residents is not allowed.
- C.7. Deductions. Metro reserves the right to adjust any amounts which are or become due and payable to the Recipient by Metro under this or any Contract by deducting any amounts which are or become due and payable to Metro by the Recipient under this or any Contract.
- C.8. **Travel Compensation.** Payment to the Recipient for travel, meals, or lodging is subject to amounts and limitations specified in Metro's Travel Regulations and subject to the Grant Budget.
- C.9. Electronic Payment. Metro requires as a condition of this contract that the Recipient have on file with Metro a completed and signed "ACH Form for Electronic Payment". If Recipient has not previously submitted the form to Metro or if Recipient's information has changed, Recipient will have thirty (30) days to complete, sign, and return the form. Thereafter, all payments to the Recipient, under this or any other contract the Recipient has with Metro, must be made electronically.

#### D. STANDARD TERMS AND CONDITIONS:

- D.1. **Required Approvals.** Metro is not bound by this Grant Contract until it is approved by the appropriate Metro representatives as indicated on the signature page of this Grant.
- D.2. **Modification and Amendment**. This Grant Contract may be modified only by a written amendment that has been approved in accordance with all Metro procedures and by appropriate legislation of the Metropolitan Council.

- D.3. **Termination for Cause.** Metro shall have the right to terminate this Grant Contract immediately if Metro determines that Recipient, its employees or principals have engaged in conduct or violated any federal, state or local laws which affect the ability of Recipient to effectively provide services under this Grant Contract. Should the Recipient fail to properly perform its obligations under this Grant Contract or if the Recipient violates any terms of this Grant Contract, Metro will have the right to immediately terminate the Grant Contract and the Recipient must return to Metro any and all grant monies for services or programs under the grant not performed as of the termination date. The Recipient must also return to Metro any and all funds expended for purposes contrary to the terms of the Grant Contract. Such termination will not relieve the Recipient of any liability to Metro for damages sustained by virtue of any breach by the Recipient.
- D.4. **Termination—Notice.** Metro may terminate this Grant Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the Recipient Metro shall give the Recipient at least thirty (30) days written notice before the effective termination date.
- D.5. Termination –Funding. This Grant Contract is subject to the appropriation and availability of local, State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, Metro shall have the right to terminate this Grant Contract immediately upon written notice to the Recipient. Upon receipt of the written notice, the Recipient shall cease all work associated with this Grant Contract on or before the effective termination date specified in the written notice. Should such an event occur, the Recipient shall be entitled to compensation for all satisfactory and authorized services completed as of the effective termination date. The Recipient shall be responsible for repayment of any funds already received in excess of satisfactory and authorized services completed as of the effective termination date.
- D.6. **Subcontracting.** The Recipient may not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of Metro. Notwithstanding any use of approved subcontractors, the Recipient will be considered the prime Recipient and will be responsible for all work performed.
- D.7. Conflicts of Interest. The Recipient warrants that no part of the total Grant Amount will be paid directly or indirectly to an employee or official of Metro as wages, compensation, or gifts in exchange for acting as en officer, agent, employee, subcontractor, or consultant to the Recipient in connection with any work completed or performed relative to this Grant Contract.
- D.8. Nondiscrimination. The Recipient hereby agrees, warrants, and assures that no person will be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Recipient on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification which is in violation of applicable laws. The Recipient must, upon request, show proof of such nondiscrimination and must post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.9. Records. The Recipient must maintain documentation for all charges to Metro under this Grant Contract. The books, records, and documents of the Recipient, insofar as they relate to work performed or money received under this Grant Contract, must be maintained for a period of three (3) full years from the date of the final payment or until the Recipient engages a licensed independent public accountant to perform an audit of its activities. The books, records, and documents of the Recipient insofar as they relate to work performed or money received under this Grant Contract are subject to audit at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. Records must be maintained in accordance with the standards outlined in the Non-Profit Grants Manual. The financial statements must be prepared in accordance with generally accepted accounting principles.

- D.10. Monitoring. The Recipient's activities conducted and records maintained pursuant to this Grant Contract are subject to monitoring and evaluation by The Metropolitan Office of Financial Accountability or Metro's duly appointed representatives. The Recipient must make all audit, accounting, or financial records, notes, and other documents pertinent to this grant available for review by the Metropolitan Office of Financial Accountability, Internal Audit or Metro's representatives, upon request, during normal working hours.
- D.11. Narrative Reporting. The Recipient must submit a <u>Year-End Program Report</u>, to be received by July 10th. Said report shall detail the outcome of the activities funded under this Grant Contract.
- D.12. Financial Reporting. The Recipient must submit quarterly expenditure report for the 2024-2025 programming year to reconcile grant receipts with grant revenues. Reports must be received no later than the 15th day of October, January, and April and July 10 of FY '25 (July 1, 2024 June 30, 2025).
- D.13. Strict Performance. Failure by Metro to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement is not a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract is considered to be waived, modified, or deleted except by a written amendment by the appropriate parties as indicated on the signature page of this Grant.
- D.14. Insurance. The Recipient agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all applicable taxes incident to this Grant Contract.

#### D.14.1 Proof of Insurance

During the term of this Contract, for any and all awards, CONTRACTOR shall, at its sole expense, obtain and maintain in full force and effect for the duration of this Contract, including any extension, the types and amounts of insurance identified below by a checked box. Proof of insurance shall be required naming METRO as additional insured and identifying the Purchese Order on the Acord document.

#### D.14.2 General Liability Insurance

In the amount of one million (\$1,000,000.00) dollars

#### D.14.3 Automobile Liability Insurance

In the amount of one million (\$1,000,000.00) dollars (if vendor will be making on-site deliveries)

#### D.14.4 Worker's Compensation Insurance

With statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand (\$100,000.00) dollars, as required by the laws of Tennessee (Not required for companies with fewer than five (5) employees).

#### D.14.5 Sexual Molestation and Abuse Insurance

In the amount of one million (\$1,000,000.00) dollars.

#### D.14.6 Such insurance shall:

Contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

For any claims related to this agreement, CONTRACTOR'S insurance coverage shall be primary insurance as respects METRO, its officers, officials, employees, and volunteers. Any insurance or

self-insurance programs covering METRO, its officials, officers, employees, and volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it.

Automotive Liability Insurance including vehicles owned, hired, and non-owned. Said insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of CONTRACTOR.

Worker's Compensation (if applicable), CONTRACTOR shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' fiability insurance. CONTRACTOR shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by CONTRACTOR'S workers' compensation insurance coverage.

#### D.14.7

Prior to commandement of services, CONTRACTOR shall furnish METRO with original certificates and amendatory endorsements affecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be meterially reduced in coverage except on 30 days' prior written notice to:

DEPARTMENT OF LAW
INSURANCE AND RISK MANAGEMENT
METROPOLITAN COURTHOUSE, SUITE 108
PO BOX 196300
NASHVILLE, TN 37219-6300

Provide certified copies of endorsements and policies if requested by METRO in lieu of or in addition to certificates of insurance.

Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services. Maintain such insurance from the time services commence until services are completed and attach the certificates of insurance in the METRO system. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by METRO as a material breach of contract.

Place such insurance with insurer licensed to business in Tennessee and having A.M. Best Company ratings of no less than A-. Modification of this standard may be considered upon appeal to the METRO Director of Risk Management Services.

Require all subcontractors to maintain during the term of the agreement Commercial General Liability insurance. Business Automobile Liability insurance, and Worker's Compensation/Employers Liability insurance (unless subcontractor's employees are covered by CONTRACTOR'S insurance) in the same manner as specified for CONTRACTOR. CONTRACTOR shall file subcontractor's certificates of insurance in METRO's system.

Any deductibles and/or self-insured retentions greater than \$10,000.00 must be disclosed to and approved by METRO prior to the commencement of services.

If the CONTRACTOR has or obtains primary or excess policy(ies), there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.

D.15. Metro Liability. Metro will have no liability except as specifically provided in this Grant Contract.

- D.16. Independent Contractor. Nothing herein will in any way be construed or intended to create a partnership or joint venture between the Recipient and Metro or to create the relationship of principal and agent between or among the Recipient and Metro. The Recipient must not hold itself out in a manner contrary to the terms of this paragraph. Metro will not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.
- D.17. Indemnification and Hold Harmless.
  - (a) Recipient agrees to indemnify, defend, and hold harmless Metro, its officers, agents and employees from any claims, damages, penalties, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Recipient, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract, and any claims, damages, penalties, costs and attorney fees arising from any failure of Recipient, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
  - (b) Metro will not indemnify, defend or hold harmless in any fashion the Recipient from any claims, regardless of any language in any attachment or other document that the Recipient may provide.
  - (c) Recipient will pay Metro any expenses incurred as a result of Recipient's failure to fulfill any obligation in a professional and timely manner under this Contract.
  - (d) Recipient's duties under this section will survive the termination or expiration of the grant.
- D.18. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party. Except as provided in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a breach under this Grant Contract. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. Recipient will promptly notify Metro within forty-eight (48) hours of any delay caused by a Force Majeure Event and will describe in reasonable detail the nature of the Force Majeure Event.
- D.19. State, Local and Federal Compliance. The Recipient agrees to comply with all applicable federal, state and local laws and regulations in the performance of this Grant Contract. Metro shall have the right to terminate this Grant Contract at any time for failure of Recipient to comply with applicable federal, state or local laws in connection with the performance of services under this Grant Contract.
- D.20. Governing Law and Venue. The validity, construction and effect of this Grant Contract and any and all extensions and/or modifications thereof will be governed by and construed in accordance with the laws of the State of Tennessee. The venue for legal action concerning this Grant Contract will be in the courts of Davidson County, Tennessee.
- D.21. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.22. Headings. Section headings are for reference purposes only and will not be construed as part of this Grant Contract.

D.23. Metro Interest in Equipment. The Recipient will take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Grant Contract, subject to Metro's equitable interest therein, to the extent of its pro rata share, based upon Metro's contribution to the purchase price. "Equipment" is defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$5,000.00.

The Recipient agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at any time during the term of the Grant Contract, the Recipient must request written approval from Metro for any proposed disposition of equipment purchased with Grant funds. All equipment must be disposed of in such a manner as parties may agree as appropriate and in accordance with any applicable federal, state or local laws or regulations.

- D.24. Assignment—Consent Required. The provisions of this contract will inure to the benefit of and will be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Recipient under this contract, neither this contract nor any of the rights and obligations of Recipient hereunder may be assigned or transferred in whole or in part without the prior written consent of Metro. Any such assignment or transfer will not release Recipient from its obligations hereunder. Notice of assignment of any rights to money due to Recipient under this Contract must be sent to the attention of the Metro Department of Finance.
- D.25. Gratuities and Kickbacks. It will be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparations of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It will be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from participation in Metropolitan Government contracts.
- D.26. Communications and Contacts. All instructions, notices, consents, demands, or other communications from the Recipient required or contemplated by this Grant Contract must be in writing and must be made by facsimile transmission, or by first class mail, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

Metro

For contract-related matters: Nashville Public Library NAZA Communications Manager 615 Church Street Nashville, TN 37219 (615) 862-5894 For inquiries regarding invoices: Nashville Public Library NAZA Procurement Officer 615 Church Street Nashville, TN 37219 615-862-5800 ext. 73731

Recipient

Abby Mosby, Director of Youth Success Nations Ministry Center 406 Welshwood Drive Nashville, TN 37211 615-828-9664

- D.27. Lobbying. The Recipient certifies, to the best of its knowledge and belief, that:
  - a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Recipient must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - c. The Recipient will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all subcontractors of federally appropriated funds shall certify and disclose accordingly.

#### D.28. Certification Regarding Debarment and Convictions.

- a. Recipient certifies that Recipient, and its current and future principals:
  - are not presently debarred, suspended, or proposed for debarment from participation.
     In any federal or state grant program;
  - have not within a three (3) year period preceding this Grant Contract been convicted of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) grant;
  - ii. have not within a three (3) year period preceding this Grant Contract been convicted of embezziement, obstruction of justice, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
  - iii. are not presently indicted or otherwise criminally charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in sections D.25(a)(ii) and D.25(a)(iii) of this certification.
- b. Recipient shall provide immediate written notice to Metro if at any time Recipient learns that there was an earlier failure to disclose Information or that due to changed circumstances, its principals fall under any of the prohibitions of Section D.25(a).

D.29. **Effective Date**. This contract will not be binding upon the parties until it has been signed first by the Recipient and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk. When it has been so signed and fited, this contract will be effective as of the date first written above.

#### Annexes

The following annexes constitute part of this contract:

Annex 1 – Metro Invoice Template

Annex 5 – Partner Data-Sharing Sub-Agreement

<u>Annex 2</u> – Expenditure Report Tempiate <u>Annex 6</u> – Performance Indicators

<u>Annex 3</u> – Budget <u>Annex 7</u> – Enrollment forms

Annex 4 - Minimum Standards for NAZA funding Annex 8 - Program site/s

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Grant contract between the Metropolitan Gove Nations Ministry Center, Contract #	rnment of Nashville and Davidson County and _July 1, 2024 – June 30, 2025
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:  APPROVED AS TO AVAILABILITY OF FUNDS:  Kevin Crumbo/mgw  Director of Finance	By (Signature): Authorized Officer Name: Abigoil Mosby Title: Officer of Youth Success
APPROVED AS TO RISK AND INSURANCE:  Balogun Cobb  Director of Insurance	Sworn to and subscribed to before me a Notary Public, this 25 day of, 2024  Notary Public Deboral Rolman  Deborah Rolman
APPROVED AS TO FORM AND LEGALITY:  Matthew Garth  Metropolitan Attorney	STATE OF TENNESSEE NOTARY PUBLIC OF
FILED IN THE OFFICE OF THE CLERK:  Metropolitan Clerk	My Comm. Expires 01/04/2027
NASHVILLE PUBLIC LIBRARY  DocuSigned by:	My Commission expires 01/04/2027.
Tim luke 5/29/2024  EE49BFDF9F034BF	_
Interim Library Director	



Metropontan Go	vernment of Nasi	wille and Davidson County/Nashville Public	LIBrary/ NAZA		
	Fi	inds For FY 2025 Program			
ORGANIZATION NAME	Nations Ministry Center	CONTRACT # (Office Use):			
ROGRAM NAME	Nations Academy	START DATE: 7/1/20	194		
ADDRESS	406 Welshwood Drive	END DATE: 0/30/2			
CITY, STATE & ZIP	Nashville, TN 37211	134740	Mosby		1
FEDERAL ID # (EIN)	55-0898912	1.00	512-9541		
COST CATEGORIES	TOTAL BUDGET REQUEST	BUDGET EXPLANATION/DETAILS		OTHER FUNDING Funding amount from other sources invested in serving the same number of slots requested from NAZA	Grantor norms
After School Programs		After-school program starts 09/03/2024   Per stor rule for with	en chool a \$1,356		
Salaries and Wages	109675	1 program director at 30% of annual salary (\$65,250) for 9 months at 90% of annual salary (\$44,287) for 9 months. I hourly site coordinator at \$20/hr x 575 hours. Site coordinator at \$20/hr x 575 hours. Site coordinator at salary is \$150 hours. Site coordinator at \$20/hr x 575 hours. Site coordinator at \$20/hr x 575 hours. Site coordinator at \$20/hr x 575 hours. Site coordinator at \$25/hr x 575 hours. S	dinator at \$20Av x 1150 nator hours include ram facilitation, and 18Av x 600 hours. Program		
Desired to agric Takes	1.00.00	FICAL 7.65% rate for 9 staff, Worker's Comp. 1.00 per \$100 of remuneration for 9 staff, NAZA is requested to cover 78% of this cost.			
Total Personnial Exponses	118,658,00	1971-Capitalita (State) Falia Grania Coat			-
Office Supplies		This expense is part of the agency's indirect costs.			
Communications		This expense is covered by other funding sources.			
Postage and Shippins		This expense is covered by other funding sources.  This expense is covered by other funding sources.			
Эссорапсу		his expense is part of the agency's indirect costs			-
guernant Rental and Mandanance		This expense is covered by other funding sources			
hinting and Publications		This expense is covered by other funding sources.			
rayeVConferences 5 Moetings	0.00				
aurance	0.00				
Post your costs (Instring supplies, remire schwart, cregrams, games,					
ood, etc.)		This expense is covered by other funding sources.			
retupartation		Two Grayline buses at Lead Southeast at \$250 a day for 112 days	S.		
wia Trips	0.00	This expense is covered by other funding sources			
rolonational Frees/Enhancement	0.00	This expense is covered by other funding sources			
liner Non-Pergenner		Anything else that is part of programming cost but is not listed			-
ndred Call	23,617.00	16 65% requested to cover agency indirect costs indirect cost allo	cation plan is attached.		
Total Non-personne	12/81/100				
Afterschool autorial	108,275,00				
Summer Programs		Summer program funded in this cycle is July 1-31,2024 and a rate for automorate to be calculated at \$6 on how per aim. Must summer program is \$370 per wank for parmars programming from a rate day.	mum oust per youth slot for		

Seanes and Wages Senetrs and Toxos	32,700.00	at 50% of annual salary (\$44,287) for 2 months. I hourly coordinator at \$20/hr x 920 hours. 4 program staff at \$18/hr for 280 hours. Summer program will serve 46 youth and un 5 hours a day 5 days a week for 2 weeks in July 2024. 40 youth will be served in June 2025 for 6 hours 6 day 4 days a week for 4 weeks.	
Total Personnel Expenses		FICA: 7.65% rate for 7 staff, Worker's Comp. \$1.00 per \$100 of remuneration for 7 staff.	
	35,588,00		
Office Staplies		This expense is part of the agency's indirect costs	
Conveniencations Postage and Stupping		This expense is covered by other funding sources	
		This expense is covered by other funding sources	
Docupancy		This expense is part of the egency's indirect costs.	
Equipment Rental and Mandemana		This expense is covered by other funding sources.	
Printing and Publications	0.00	This expense is covered by other funding sources	
Travel/Corderances & Meetings		This expense is covered by other funding sources	
Insurance Direct youth costs flearning supplies, joanning software directance, games food, etc.)		This expense is part of the agency's indirect costs.  \$12.50 per youth cost for learning software, incentives, supplies and food.	
Field Trips	0.00	This expense is covered by other funding sources	
Protessional Fees/Enhancement purtners	0,00	This expense is covered by other funding sources.	
Other Non-Pinsormer	2,379,00	Summer transportation in 3 agency buses, 23 days at 534 46 daily rate per bus	
indires Cost	7,755.00	18 6% requested to cover agency indirect costs. Indirect cost aflocation plan is attached	
Total Non-paragonie	11,134.00		
Simmer aud-total	46,720.00		
RECIPIENT			
AUTHORIZED SIGNATURE	M. John		
TITLE C	Director of Youth Success		

NAZA Annex 8 - 2024-2025 Finalized Entries

Response ID: 17218

Submitted Date: 2024-05-24 15:11:43 Completion Time: 2 min. 23 sec.

Name of Organization Nations Ministry Center

Days of Week of Afterschool Program

4 days per week

Afterschool site plan

**Both** 

Are you conducting summer programming?

Yes

Afterschool Program Name

**Nations Academy** 

Name of School Site Location

**McMurray Middle School** 

Address of School Program Site

**520 McMurray Drive** 

School Partnership Level

**Renewing Partnership** 

Number of youths targeted for site

**30** 

Type of transportation needed?

**MNPS Evening Bus** 

Name of School Site Location

**Lead Southeast Prep** 

Address of School Program Site

**531 Metroplex Drive** 

School Partnership Level

**Renewing Partnership** 

Number of youths targeted for site

**60** 

Type of transportation needed?

#### 3rd Party School Bus (Charter Schools Only)

Name of Community Site Location

**Hillcrest United Methodist Church** 

Address of Community Program Site

5112 Raywood Lane

Target School for Community Site

**Cole Elementary School** 

Target School for Community Site

**Tusculum Elementary School** 

Number of youths targeted for site

**15** 

3rd Party Van/Mini-bus needed?

No

Summer Program Name

**Nations Academy The Big Read** 

Name of Summer Site Location

**Hillcrest United Methodist Church** 

**Summer Location address** 

5112 Raywood Lane

Number of summer youth targeted for site (If applicable, include total for July 2024 & June 2025)

80

Proposed months of Summer programming

**Both** 

Will the organization's July 2024 and June 2025 programming have different timeframes?

#### **July 2024 Programming Timeframe**

Weeks of Programming

#### 2 weeks

Days per Week of Summer Program

5 days per week

Hours per Day

5 hours

Programming Time Frame

8:00a-1:00p

### **June 2025 Programming Timeframe**

Weeks of Programming

4 weeks

Days per Week of Summer Program

4 days per week

Hours per Day

6 hours

Programming Time Frame

9:00am - 3:00pm

Grant contract between the Metropolitan Government of Nashville and Davidson County and Rocklife Youth (Church on the Rock), Contract # July 1, 2024 – June 30, 2025

# GRANT CONTRACT BETWEEN THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY AND ROCKLIFE YOUTH (CHURCH ON THE ROCK)

This Grant Contract issued and entered into by and between the Metropolitan Government of Nashville and Davidson County, Nashville Public Library ("Metro") on behalf of Nashville After Zone Alliance (NAZA), and **Rocklife Youth (Church on the Rock)**, ("Recipient"), is for the provision of free and high-quality afterschool programs, as further defined in the "SCOPE OF PROGRAM". The Recipient's annual report and audit are incorporated herein by reference.

#### A. SCOPE OF PROGRAM:

#### A.1. Schedule and Content

NAZA-funded programs will align with the Metro Schools calendar and be available to youth Monday through Thursday during the fall semester (September 3 to December 13, 2024) and spring semester (January 8 to May 9, 2025), on days when MNPS is in session. Programs should run at least for 28 weeks. *NAZA-funded programs may choose to offer longer programs.* 

Please note that NAZA-funded programs will not begin before Labor Day due to unavailability of MNPS transportation.

NAZA-funded summer program with **Rocklife Youth (Church on the Rock)** will occur between July 1-31, 2024 and/or June 1-30, 2025. (not applicable to organizations not providing summer programming)

NAZA-funded activities should support youths' physical, social, emotional, cognitive and academic skills development, help them build purpose through learning, and have relevance to their real-life experiences. Throughout the program day, staff should intentionally infuse opportunities for youth to read, write, speak, and listen as well as allocate time for community building and reflection. When possible, programs should consider encouraging youth to be part of activity design or leading to enable them practice leadership skills. Each day should begin with check-in and snack/meals (when in person). Additional activities may be offered by the NAZA funded partner outside of this timeframe at the partner's expense, with no cost to youth and their families.

A typical program day should focus to creatively combine:

- School day supports (reading, homework, etc.)
- Enrichments (e.g. arts education; STEAM engineering challenges, service learning, etc.) reflecting youth voice and choice and have a learning focus, either provided by program staff or external enrichment partners.
- Focus on youth's skill building, in line with Nashville's Vision for Holistic Youth Development (curricula with activities will be available for each of the 12 skills).
- Other Experiences (e.g. physical activity, health and wellness, mental health, healthy eating activities, team games with rules, career exploration, field trips and other age-appropriate developmental activities.) that offer fun, support team and relationship building and foster holistic youth development.
- NAZA funds should not in any shape or form be related to any religious content or affiliation.
   NAZA-funded programs should not proselytize during their regular programming time, nor should

## Grant contract between the Metropolitan Government of Nashville and Davidson County and Rocklife Youth (Church on the Rock), Contract #\_\_\_\_\_ July 1, 2024 – June 30, 2025

youth be accepted or denied based on their religious affiliation or commitment to engaging in any type of religious activities before or after NAZA programming time.

 While we encourage using various learning software and educational games to enhance youth learning, we strictly prohibit enabling access to any video games that include violence, shooting or other unwanted behaviors, especially those rated M for Mature, are of solely entertainment purposes during NAZA-funded time. Programming time should focus on young people's development.

Each after-school programming day should begin with check-in and a snack or meal. Additional activities may be offered by the funded partner outside of this timeframe at the partner's expense, with no cost to youth and their families.

Recipient must ask parents and youth (who are not participating in sports) to commit to attend regularly, on an on-going basis when program is in session, for both fall and spring semesters. **Only youth who have returned a fully completed enrollment form may participate in NAZA-funded programs**.

#### B. SCOPE OF PROGRAM

The Recipient will expand youth development opportunities, during regular and after school hours, for youth ages 13 – 18 attending Johnson Alternative Learning Center. The program will focus on building positive youth development skills and consider interests of young people to assist the transition to zone schools to prevent ALC recidivism, help build positive character, narrow the learning gap and connect youth to college and career opportunities.

The grant contract will support a program for the 2024-2025 school year with the Recipient committing to prioritizing 9<sup>th</sup> and 10<sup>th</sup> grade students in:

- 1. Designing a mentorship structure with a plan of action for each individual student enrolled;
- 2. Meeting youth each student between two to four hours per week. (At least one hour at school site; one hour off-site);
- 3. Assigning one adult to coach and mentor four young people individually;
- 4. Connect with and involve families in the creation of student individual plans;
- 5. Providing continued mentorship when student returns to zone school;
- 6. As needed, collaborating with the Metro Nashville Juvenile Justice Center.

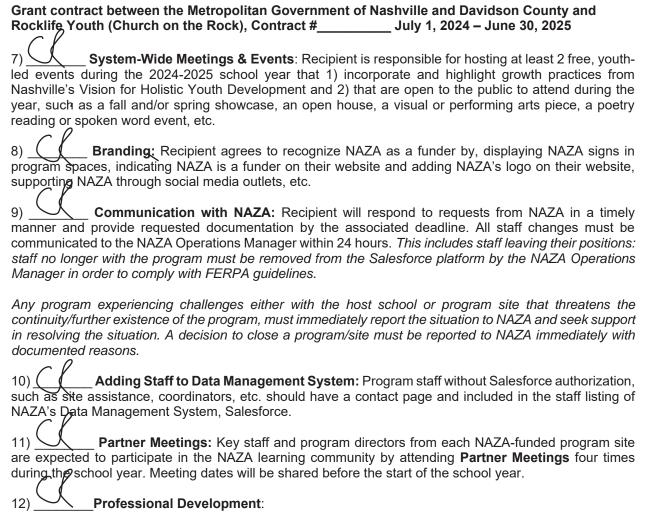
#### B.1. Schedule and Content

#### Services for youth attending Johnson Alternative Leaning Center

The recipient will provide at least one mentor per three to five students, a group of youth offering positive peer-to-peer connections and influence, and monthly group outings. The Recipient will create individually specific short- and long-term goals tailored by both mentor and mentee that could be utilized throughout their high school journey.

The Recipient will coach students on positive engagement with peers and school staff and maintain consistent contact with all stakeholders to ensure students are engaging in constructive and productive behaviors. As needed, the Recipient will set up mediation meetings to facilitate restorative justice and accountability procedures for all parties, along with teaching youth to advocate their wants and needs in a positive manner. Additionally, the Recipient will provide youth activities to support and encourage self-confidence, respect, the sense of belonging, and purpose.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Rocklife Youth (Church on the Rock), Contract # July 1, 2024 – June 30, 2025
Among these afterschool programming activities, conversations related to gang and gun-violence, along with other prevention education and Nashville's Vision for Holistic Youth Development will be included in the core framework of the Recipient's afterschool curriculum (see Appendix 1 for more details).
Requirements for Programming
By initialing each item below, Recipient agrees to the following:
1. Supervision: Recipient commits to maintaining a staff: youth ratio not to exceed 1:15 at all times by establishing and maintaining a mechanism for substitutions. Youth will be supervised at all times by program staff.
2. School Relationships: Recipient will be actively involved in communicating and collaborating with schools to enhance youth learning. They will participate in planning meetings with school principals and staff, including Community Achieves staff to help meet school outcomes and to track youth progress. Program staff will also meet with principals and school staff when needed or possible to address strategies for program recruitment, retention, and attendance tracking.
Recipient will receive space approval from school administration for programming.
3Recruitment and Family Engagement: Recipient is responsible for recruiting youth, leading program activities, and engaging in family outreach. Recipient will promote consistent participation/retention levels by contacting each family/youth before programming begins, whenever absences begin to develop a pattern, and to confirm an exit/withdrawal if appropriate. Recipient will serve at least 90% of the youth they projected to serve.
Youth with no afterschool options should be the first priority for enrollment in NAZA-funded programs. If spots are available, youth participating in school-sponsored athletics can choose to attend school athletics as a portion of their NAZA-funded program time if they can commit to partially (at least one hour per day) attend NAZA-funded programming and the program has more than one staff on site. Only students participating in at least one hour of programming can benefit from a snack/meal, learning time, and transportation home and counted towards the funded slots. Only youth who have returned a fully completed enrollment form, signed by parent/guardian, may participate.
4) Attendance: Recipient commits to maintain daily attendance, updating the NAZA attendance tracking tool (Salesforce) on a weekly basis (daily direct attendance taking in the Salesforce is strongly recommended); this requires a computer or any other device with internet access. Recipient staff will ensure that youth sign in with their given first and last name daily using the NAZA approved sign-in sheets to verify youth participation. The youth attendance reflected on the sign-in sheet/daily attendance log must match the attendance entered into the Salesforce platform.
Monthly attendance must be accurately updated in the Salesforce by the 2nd working day of each following month so that NAZA can report the attendance numbers to the Mayor's office accurately.
5) Meals/Snacks: Recipient is required to provide healthy, prepackaged snack or meal options to youth every day of programming.
6) Experiential Activities: Recipient is encouraged to engage external enrichment providers at least twice per semester to increase the diversity of appealing programming options for youth. Enrichment providers are individuals and organizations that offer enriching activities within the afterschool context. For example, they might include teaching artists, mentors, health educators, yoga and martial arts teachers, spoken word literacy teachers, or career exploration and life skills experts.



For each NAZA -funded partner, the program director and all frontline staff working with youth are required to attend or complete several trainings. Please see below:

### Program Directors and Site Managers are required to attend the following:

- NAZA Essential Operations training
- Introduction to Positive Youth Development (PYD) training
- At least two trainings on the Growth Practices.
- Program Quality Basics (PQA Basics) either in person or online (online version is available at the partner's expense if missed scheduled training offered by NAZA)
- Any training required by MNPS for staff working in school buildings will be made available to NAZA partner staff.

<u>Note:</u> Program Directors and Site Managers who have successfully completed PYD in the past are exempt from retaking. The NAZA Essential Operations training will be archived and accessible online, while Introduction to Positive Youth Development will be conducted multiple times annually. Returning Program Directors and Site Coordinators who have previously completed the PQA Basics or SEL PQA will only need to redo the training every 3 years. Choosing to take SEL PQA requires a prior completion of PQA Basics.

### **Program Directors and Site Managers strongly recommended trainings:**

- Advanced Positive Youth Development
- Salesforce Student Management Systems

- Strategies for Employee Retention and Recruitment
- Any additional trainings offered to NAZA-funded partners supporting high-quality
  programming, as well as the achievement of their Program Improvement Plan. Returning site
  staff are encouraged to attend additional trainings that will support the program's continued
  quality improvement.
- Attend at least three professional development opportunities, in addition to other require trainings, either in-person or online, from the following: Weikart online trainings, Exploring Data Training, NAZA's Learning Management System (LMS), or NAZA Learn, Engage, Develop (L.E.D.) Conference.

For each NAZA -funded partner, front-line and part-time staff working with youth are required to attend or complete several trainings. Please see the following for requirements:

### Front-line and Part-time staff are required to attend the following trainings:

- Essential Operations training (only topics labeled and related to front-line and part-time staff)
- Positive Youth Development (new staff and staff who have not completed this requirement).
- Two (2) trainings on the Growth Practices

### Front-line and Part-time staff strongly recommended trainings:

- Advanced Positive Youth Development
- Salesforce Student Management Systems
- Strategies for Employee Retention and Recruitment
- Any additional trainings offered to NAZA-funded partners supporting high-quality programming, as well as the achievement of their Program Improvement Plan. Returning site staff are encouraged to attend additional trainings that will support the program's continued quality improvement.
- Attend at least three professional development opportunities, in addition to other require trainings, either in-person or online, from the following: Weikart online trainings, Exploring Data Training, NAZA's Learning Management System (LMS), or NAZA Learn, Engage, Develop (L.E.D.) Conference.

13) \_\_\_\_\_ Evaluation Tools:

All program directors/managers and site coordinators of NAZA-funded programs will participate in the **Program Quality Improvement (PQI)** cycle. Self-assessments will be required for both fall and spring semesters. External assessments may be scheduled per need and availability of external assessors.

The **Youth Program Quality Improvement (YPQI)** cycle **is** comprised of the following quality improvement activities, offered at no cost to Partners:

- a) A baseline self-assessment utilizing the Youth Program Quality Assessment (YPQA) or Social-Emotional Learning Program Quality Assessment (SEL PQA) tool. Program staff conduct pre-self-assessment of their program and enter results in YPQI's Scores Reporter.
- b) Developing and uploading a **Program Improvement Plan** based on the results of all available YPQA or SELPQA assessment tools (i.e. self-assessments, external assessments, and Leading Indicator Survey results).
- c) A follow-up YPQA/SEL PQA self-assessment at the end of the school year, also entered into Scores Reporter, and planning for the following fall semester based on the results of this assessment.

- d) An external assessment will be conducted by assessors trained by Weikart Center every three years for returning partners unless otherwise requested. For new partners one external assessment will be conducted annually for the for the first three years.
- e) The two assessments are reviewed to develop an understanding of how well the program is performing with regard to NAZA Quality Standards.
- f) Additionally, NAZA-funded partners are required to administer YPQl's **Leading Indicators Survey, Youth** annually in the spring semester to youth enrolled at each site to capture youth experience with the program.
- g) NAZA-funded partners are required to administer YPQI's as **Leading Indicators Survey**, **Staff** annually in the spring semester to capture the experiences of staff with the program.
- h) NAZA-funded partners are also required to administer YPQI's **Leading Indicators Survey**, **Managers** annually in the spring semester to capture the experiences of administrators with the program.
- i) NAZA-funded partners are also required to provide access to YPQl's **Leading Indicators Survey, Family** annually in the spring semester to attempt to capture the experiences of parents and guardians of youth in the program.
- j) NAZA partners will have access to **students' school data** through the **data-sharing agreement** between NAZA/NPL and MNPS. Partners will be required to attend two trainings <u>as</u> <u>soon as they become available</u> on: 1) Responsible use of data, and 2) Understanding the academic data.
- k) Partners will be required to sign the **data-sharing sub-agreement** (to be attached to the contract) of this document and adhere to all requirements under that document so that they can have access to student data.
- 14) \_\_\_\_\_ Youth Survey: Recipient is required to administer a one-time Leading Indicator Survey, Youth to engolled youth at each site in the spring semester.
- 15) \_\_\_\_\_ Staff Survey (Director/Manager and Frontline): Recipient is required to administer a one-time Leading Indicator Survey, Staff by program staff the spring semester.
- 16) Family Survey: Recipient is required to provide families access to a one-time Leading Indicator Survey, Family by program administrators the spring semester.
- 17) Compliance with MNPS Requirements: Programs offered at participating Metro schools will operate in full compliance with MNPS requirements, including covid-related procedures, liability insurance, criminal background checks, non-discrimination, ADA, and other related standard Metro requirements, confidentiality of student records per FERPA, operation as a non-profit, and transportation policies (as appropriate).

### **Operational Policies:**

Recipient will operate in full compliance with the following policies and maintain relevant documentation to verify compliance with the policies. Recipient agrees to:

• Maintain an active 501(c)(3) registration unless the applicant is a public entity.

- Maintain up-to-date certificates verifying the following insurance: commercial general liability, sexual/abuse/sexual harassment, automobile liability (if applicable) and professional liability insurance with limits not less than one million dollars each occurrence. The Recipient shall provide an updated certificate of insurance upon expiration of the current certificate.
- Nondiscrimination, which precludes Recipient from discriminating on the basis of race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability in admission, access to, or operation of programs, services, or activities. Note that Metro does not discriminate on the basis of race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability in admission to, access to, or operation of programs, services, or activities. Metro does not discriminate in hiring or employment practices.
- Follow MNPS operating procedures on verification of criminal background checks on all program staff
  and volunteers. On school grounds, the MNPS criminal background check contractor shall be used for
  employees. As long as there is no break in service with the agency, staff will not be required to be
  fingerprinted yearly. If there is any break in service at all, or if they must go through a rehiring process,
  they are required to complete a background check including fingerprinting.
- Ensure that all educational records created, disclosed or maintained pursuant to the terms of this
  contract are confidential and shall be created, disclosed and maintained pursuant to the provisions of
  the Family Educational Rights and Privacy Act (20 U.S.C.A. s #1232g), its regulations and Board of
  Education policy.
- Appropriately spend Metro dollars, document the spending, and follow Metro guidelines for allowable costs. Recipient is responsible for properly documenting the spending under their contracts, organizing the documentation separately by year, and storing that documentation for three years for auditing purposes. The documents must be readily available for a Metro Audit.
- Meet NAZA's Minimum Quality Standards (see Annex 4) and maintain relevant documentation to verify compliance with the policies.
- Meet the 2024-2025 Performance Indicators specific to the Recipient (see Annex 6).
- Maintain accurate youth enrollment forms (Annex 7) and ensure that all youth have enrollment
  forms signed before they accept a youth into their program. Enrollment forms, as well as evidence
  to back up outputs and outcomes cited in narrative reports, must be maintained by the Recipient and
  stored for three years for auditing purposes. The documents must be readily available any time that the
  Metro requests them, including as part of an Audit.

Enrollment forms must be fully completed and accurate. Forms should include legitimate first and last names youth, their birthdates, student ID numbers, names of legal guardians and emergency contacts, and accurate addresses, phone numbers, e-mails and medical information (as needed) among other information pieces.

In summary, the Recipient will commit to the following:

- 1. Delivering quality afterschool (and summer, if chosen) programming for the fall and spring semesters in locations identified in Annex 8, aligned with MNPS scheduling:
- 2. Submitting daily attendance using the NAZA attendance tracking tool, keeping all data updated on a weekly basis, along with all supporting documentation. Ensure monthly attendance updates are in the system by the second working day of each month;

- 3. Serving at least 90 percent of the number of youth the Agency projected to serve for the 2024-2025 school year, reflecting ongoing youth recruitment activities, engaging programming, and strong communications with the school community; and
- 4. Full implementation of program quality requirements, including administration of the youth survey.

Violation or breach of this scope may result in <u>Corrective Action</u>. Continued violation could result in termination of the contract.

- A.2. The Recipient must spend these funds consistent with the Grant Budget, attached and incorporated herein as **Annex 3.** The Recipient must collect data to evaluate the effectiveness of their services and must provide those results to Metro upon request.
- A.3. The Recipient will only utilize these funds for services the Recipient provides to **documented residents of Davidson County**. Documentation of residency may be established with a recent utility bill; voter's registration card; driver's license or other government issued-ID; current record from a school showing address; affidavit by landlord; or affidavit by a nonprofit treatment, shelter, half-way house, or homeless assistance entity located within Davidson County. Recipient agrees that it will not use Metro funding for services to non-Davidson County residents.
- A.4. Additionally, the Recipient must collect data on the primary county of residence of the clients it serves and provide that data to Metro upon request.

### B. **GRANT CONTRACT TERM**:

- B.1. **Grant Contract Term.** The term of this Grant will be twelve (12) months, commencing on July 1, 2024 and ending on June 30, 2025. Metro will have no obligation for services rendered by the Recipient that are not performed within this term.
- B.2. **Extendable Grants.** This grant may be extended by 12 months, not exceed 60 months (with 12-month terms each time upon annual approval/availability of NAZA funds). To be considered for extension, Recipients must meet the following conditions:
  - NAZA funded-partner for 5 years with no contract disruption or corrective action plan within the past 12 months;
  - Exhibit low-risk on Metro Risk Assessment tool;
  - Present annual audit covering the past 12 months, as of May 1<sup>st</sup> of the current year;
  - Pass annual compliance checks;
  - Meet performance indicators set in the contract.

Upon meeting all of the criteria above a grant contract extension may be offered annually through a contract amendment process.

### C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event will Metro's maximum liability under this Grant Contract exceed \$366,795 (129 slots for afterschool, 75 slots for summer). The Grant Budget will constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient's obligations hereunder. The Grant Budget line items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Recipient.

Subject to modification and amendments as provided in section D.2 of this agreement, this amount will constitute the Grant Amount and the entire compensation to be provided to the Recipient by Metro.

- C.2. **Use of Funds.** NAZA funds may be used for educational purposes only; organizations funded by NAZA must not promote religious practices nor proselytize during programming time. Such activities may be offered by funded partners outside of their NAZA-funded program time. However, MNPS transportation and other NAZA resources will not be available, and youth who do not wish to participate must not be penalized in any way.
- C.3 **Payment Methodology.** The Recipient will only be compensated for actual costs based upon the Grant Budget and reconciliation reports, not to exceed the maximum liability established in Section C.1.

Recipient can expect to receive three payments during the contracted year. Each payment will be received no later than 30 days from the invoice date of the finalized and NAZA approved statement.

First invoice may include up to 50% of the total awarded amount as an advance request to enable programs to procure necessary supplies for beneficiary youth and hire qualified staff to enable proper programming from the beginning of the year.

The first invoice will be processed after the contract is filed with Metro Clerk and within 30 days from the date of the finalized and approved invoice receipt by NAZA.

The second invoice of up to 40% of the total awarded amount will be processed based on the actual expenditures of the programs. The invoice must be submitted by January 15<sup>th</sup> along with the second scheduled expenditure report.

The third and final invoice of up to 10% of the total awarded amount will be processed upon the receipt of the Year-End narrative and expenditure report due July 10<sup>th</sup>. Any invoice not received by the deadline date will not be processed and all remaining grant funds will expire. This final payment will equal the total actual spending for the contract year and cannot exceed the approved awarded amount. No invoice for 2024-2025 school year will be processed after July 10, 2025.

All actually reported expenditures must have backup documentation filed at the recipient organization for Metro Audit.

If the contract is terminated earlier or any funds remain unspent based on the reports, the unspent amounts will be returned to Metro.

Recipient must send all invoices to:

Nashville After Zone Alliance 615 Church St, Nashville, TN 37219 or emailed to Teriz.Fahmy@nashville.gov

### C.4. Reporting

**Expenditure Report.** All Recipients will submit quarterly expenditure reports. Report templates will be provided by NAZA.

All grantees must submit expenditure reports four times a year to reconcile grant receipts with grant revenues. NAZA will monitor fund recipients for compliance with reporting requirements. Failure to comply with the reporting requirements would constitute a violation of the grant contract. The expenditure reports format is shown on Annex 2 attached to this contract. The guarterly

expenditure reports are due on the 15<sup>th</sup> of October, January, and April, with the final report due July 10, 2025.

Said report must be in form and substance acceptable to Metro and must be prepared by a Certified Public Accounting Firm or the Chief Financial Officer of the Recipient Organization.

### **Program Report**

All grantees must submit programmatic report once a year to explain how the grant has been used on behalf of the citizens of Davidson County. The report is due on July 10, 2025.

Failure to comply with the program reporting requirements would constitute a violation of the grant contract. NAZA will provide the template during the year.

- C.5. **Payment of Invoice.** The payment of any invoice by Metro will not prejudice Metro's right to object to the invoice or any other related matter. Any payment by Metro will neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs included therein.
- C.6. **Unallowable Costs.** The Recipient's invoice may be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by Metro, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs. Utilization of Metro funding for services to non-Davidson County residents is not allowed.
- C.7. **Deductions.** Metro reserves the right to adjust any amounts which are or become due and payable to the Recipient by Metro under this or any Contract by deducting any amounts which are or become due and payable to Metro by the Recipient under this or any Contract.
- C.8. **Travel Compensation.** Payment to the Recipient for travel, meals, or lodging is subject to amounts and limitations specified in Metro's Travel Regulations and subject to the Grant Budget.
- C.9. **Electronic Payment**. Metro requires as a condition of this contract that the Recipient have on file with Metro a completed and signed "ACH Form for Electronic Payment". If Recipient has not previously submitted the form to Metro or if Recipient's information has changed, Recipient will have thirty (30) days to complete, sign, and return the form. Thereafter, all payments to the Recipient, under this or any other contract the Recipient has with Metro, must be made electronically.

### D. STANDARD TERMS AND CONDITIONS:

- D.1. **Required Approvals.** Metro is not bound by this Grant Contract until it is approved by the appropriate Metro representatives as indicated on the signature page of this Grant.
- D.2. **Modification and Amendment.** This Grant Contract may be modified only by a written amendment that has been approved in accordance with all Metro procedures and by appropriate legislation of the Metropolitan Council.
- D.3. **Termination for Cause.** Metro shall have the right to terminate this Grant Contract immediately if Metro determines that Recipient, its employees or principals have engaged in conduct or violated any federal, state or local laws which affect the ability of Recipient to effectively provide services under this Grant Contract. Should the Recipient fail to properly perform its obligations under this Grant Contract or if the Recipient violates any terms of this Grant Contract, Metro will have the right to immediately terminate the Grant Contract and the Recipient must return to Metro any and all grant monies for services or programs under the grant not performed as of the termination date. The Recipient must also return to Metro any and all funds expended for purposes contrary to the terms of the Grant Contract. Such termination will not relieve the Recipient of any liability to Metro for damages sustained by virtue of any breach by the Recipient.

- D.4. **Termination—Notice.** Metro may terminate this Grant Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the Recipient. Metro shall give the Recipient at least thirty (30) days written notice before the effective termination date.
- D.5. **Termination –Funding.** This Grant Contract is subject to the appropriation and availability of local, State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, Metro shall have the right to terminate this Grant Contract immediately upon written notice to the Recipient. Upon receipt of the written notice, the Recipient shall cease all work associated with this Grant Contract on or before the effective termination date specified in the written notice. Should such an event occur, the Recipient shall be entitled to compensation for all satisfactory and authorized services completed as of the effective termination date. The Recipient shall be responsible for repayment of any funds already received in excess of satisfactory and authorized services completed as of the effective termination date.
- D.6. **Subcontracting.** The Recipient may not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of Metro. Notwithstanding any use of approved subcontractors, the Recipient will be considered the prime Recipient and will be responsible for all work performed.
- D.7. **Conflicts of Interest.** The Recipient warrants that no part of the total Grant Amount will be paid directly or indirectly to an employee or official of Metro as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Recipient in connection with any work completed or performed relative to this Grant Contract.
- D.8. Nondiscrimination. The Recipient hereby agrees, warrants, and assures that no person will be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Recipient on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification which is in violation of applicable laws. The Recipient must, upon request, show proof of such nondiscrimination and must post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.9. **Records.** The Recipient must maintain documentation for all charges to Metro under this Grant Contract. The books, records, and documents of the Recipient, insofar as they relate to work performed or money received under this Grant Contract, must be maintained for a period of three (3) full years from the date of the final payment or until the Recipient engages a licensed independent public accountant to perform an audit of its activities. The books, records, and documents of the Recipient insofar as they relate to work performed or money received under this Grant Contract are subject to audit at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. Records must be maintained in accordance with the standards outlined in the Non-Profit Grants Manual. The financial statements must be prepared in accordance with generally accepted accounting principles.
- D.10. **Monitoring.** The Recipient's activities conducted and records maintained pursuant to this Grant Contract are subject to monitoring and evaluation by The Metropolitan Office of Financial Accountability or Metro's duly appointed representatives. The Recipient must make all audit, accounting, or financial records, notes, and other documents pertinent to this grant available for review by the Metropolitan Office of Financial Accountability, Internal Audit or Metro's representatives, upon request, during normal working hours.
- D.11. **Narrative Reporting.** The Recipient must submit a <u>Year-End Program Report</u>, to be received by July 10th. Said report shall detail the outcome of the activities funded under this Grant Contract.
- D.12. **Financial Reporting.** The Recipient must submit quarterly expenditure report for the 2024-2025 programming year to reconcile grant receipts with grant revenues. Reports must be received no

later than the 15<sup>th</sup> day of October, January, and April and July 10 of FY '25 (July 1, 2024 – June 30, 2025).

- D.13. **Strict Performance.** Failure by Metro to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement is not a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract is considered to be waived, modified, or deleted except by a written amendment by the appropriate parties as indicated on the signature page of this Grant.
- D.14. **Insurance.** The Recipient agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all applicable taxes incident to this Grant Contract.

### D.14.1 Proof of Insurance

During the term of this Contract, for any and all awards, CONTRACTOR shall, at its sole expense, obtain and maintain in full force and effect for the duration of this Contract, including any extension, the types and amounts of insurance identified below by a checked box. Proof of insurance shall be required naming METRO as additional insured and identifying the Purchase Order on the Acord document.

### **D.14.2 General Liability Insurance**

In the amount of one million (\$1,000,000.00) dollars

### **D.14.3 Automobile Liability Insurance**

In the amount of one million (\$1,000,000.00) dollars (if vendor will be making on-site deliveries)

### **D.14.4 Worker's Compensation Insurance**

With statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand (\$100,000.00) dollars, as required by the laws of Tennessee (Not required for companies with fewer than five (5) employees).

### **D.14.5 Sexual Molestation and Abuse Insurance**

In the amount of one million (\$1,000,000.00) dollars.

### D.14.6 Such insurance shall:

Contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

For any claims related to this agreement, CONTRACTOR'S insurance coverage shall be primary insurance as respects METRO, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering METRO, its officials, officers, employees, and volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it.

Automotive Liability Insurance including vehicles owned, hired, and non-owned. Said insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of CONTRACTOR.

Worker's Compensation (if applicable), CONTRACTOR shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance. CONTRACTOR shall require each of its subcontractors to provide

Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by CONTRACTOR'S workers' compensation insurance coverage.

### D.14.7

Prior to commencement of services, CONTRACTOR shall furnish METRO with original certificates and amendatory endorsements affecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to:

DEPARTMENT OF LAW
INSURANCE AND RISK MANAGEMENT
METROPOLITAN COURTHOUSE, SUITE 108
PO BOX 196300
NASHVILLE, TN 37219-6300

Provide certified copies of endorsements and policies if requested by METRO in lieu of or in addition to certificates of insurance.

Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services. Maintain such insurance from the time services commence until services are completed and attach the certificates of insurance in the METRO system. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by METRO as a material breach of contract.

Place such insurance with insurer licensed to business in Tennessee and having A.M. Best Company ratings of no less than A-. Modification of this standard may be considered upon appeal to the METRO Director of Risk Management Services.

Require all subcontractors to maintain during the term of the agreement Commercial General Liability insurance, Business Automobile Liability insurance, and Worker's Compensation/Employers Liability insurance (unless subcontractor's employees are covered by CONTRACTOR'S insurance) in the same manner as specified for CONTRACTOR. CONTRACTOR shall file subcontractor's certificates of insurance in METRO's system.

Any deductibles and/or self-insured retentions greater than \$10,000.00 must be disclosed to and approved by METRO prior to the commencement of services.

If the CONTRACTOR has or obtains primary or excess policy(ies), there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.

- D.15. **Metro Liability.** Metro will have no liability except as specifically provided in this Grant Contract.
- D.16. **Independent Contractor.** Nothing herein will in any way be construed or intended to create a partnership or joint venture between the Recipient and Metro or to create the relationship of principal and agent between or among the Recipient and Metro. The Recipient must not hold itself out in a manner contrary to the terms of this paragraph. Metro will not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.

#### D.17. Indemnification and Hold Harmless.

(a) Recipient agrees to indemnify, defend, and hold harmless Metro, its officers, agents and employees from any claims, damages, penalties, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Recipient, its officers, employees and/or agents, including its sub or independent contractors, in connection with

the performance of the contract, and any claims, damages, penalties, costs and attorney fees arising from any failure of Recipient, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

- (b) Metro will not indemnify, defend or hold harmless in any fashion the Recipient from any claims, regardless of any language in any attachment or other document that the Recipient may provide.
- (c) Recipient will pay Metro any expenses incurred as a result of Recipient's failure to fulfill any obligation in a professional and timely manner under this Contract.
- (d) Recipient's duties under this section will survive the termination or expiration of the grant.
- D.18. **Force Majeure.** "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party. Except as provided in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a breach under this Grant Contract. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. Recipient will promptly notify Metro within forty-eight (48) hours of any delay caused by a Force Majeure Event and will describe in reasonable detail the nature of the Force Majeure Event.
- D.19. **State, Local and Federal Compliance.** The Recipient agrees to comply with all applicable federal, state and local laws and regulations in the performance of this Grant Contract. Metro shall have the right to terminate this Grant Contract at any time for failure of Recipient to comply with applicable federal, state or local laws in connection with the performance of services under this Grant Contract.
- D.20. **Governing Law and Venue.** The validity, construction and effect of this Grant Contract and any and all extensions and/or modifications thereof will be governed by and construed in accordance with the laws of the State of Tennessee. The venue for legal action concerning this Grant Contract will be in the courts of Davidson County, Tennessee.
- D.21. **Completeness.** This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.22. **Headings.** Section headings are for reference purposes only and will not be construed as part of this Grant Contract.
- D.23. **Metro Interest in Equipment.** The Recipient will take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Grant Contract, subject to Metro's equitable interest therein, to the extent of its *pro rata* share, based upon Metro's contribution to the purchase price. "Equipment" is defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$5,000.00.

The Recipient agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at any time during the term of the Grant Contract, the Recipient must request written approval from Metro for any proposed disposition of equipment purchased with Grant funds. All equipment

must be disposed of in such a manner as parties may agree as appropriate and in accordance with any applicable federal, state or local laws or regulations.

- D.24. **Assignment—Consent Required.** The provisions of this contract will inure to the benefit of and will be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Recipient under this contract, neither this contract nor any of the rights and obligations of Recipient hereunder may be assigned or transferred in whole or in part without the prior written consent of Metro. Any such assignment or transfer will not release Recipient from its obligations hereunder. Notice of assignment of any rights to money due to Recipient under this Contract must be sent to the attention of the Metro Department of Finance.
- D.25. Gratuities and Kickbacks. It will be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparations of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It will be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from participation in Metropolitan Government contracts.
- D.26. **Communications and Contacts.** All instructions, notices, consents, demands, or other communications from the Recipient required or contemplated by this Grant Contract must be in writing and must be made by facsimile transmission, or by first class mail, addressed to the respective party at the appropriate facsimile number or address as set forth below <u>or</u> to such other party, facsimile number, or address as may be hereafter specified by written notice.

### Metro

For contract-related matters: Nashville Public Library NAZA Communications Manager 615 Church Street Nashville, TN 37219 (615) 862-5894 For inquiries regarding invoices: Nashville Public Library NAZA Procurement Officer 615 Church Street Nashville, TN 37219 615-862-5800 ext. 73731

### Recipient

Caleb Rogan, Executive Director Rocklife Youth (Church on the Rock) 1304 Dickerson Pike Goodlettsville, TN 37072 615-243-7355

D.27. Lobbying. The Recipient certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Recipient must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Recipient will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all subcontractors of federally appropriated funds shall certify and disclose accordingly.

### D.28. Certification Regarding Debarment and Convictions.

- a. Recipient certifies that Recipient, and its current and future principals:
  - i. are not presently debarred, suspended, or proposed for debarment from participation in any federal or state grant program;
  - i. have not within a three (3) year period preceding this Grant Contract been convicted of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) grant;
  - ii. have not within a three (3) year period preceding this Grant Contract been convicted of embezzlement, obstruction of justice, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
  - iii. are not presently indicted or otherwise criminally charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in sections D.25(a)(ii) and D.25(a)(iii) of this certification.
- b. Recipient shall provide immediate written notice to Metro if at any time Recipient learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals fall under any of the prohibitions of Section D.25(a).
- D.29. **Effective Date.** This contract will not be binding upon the parties until it has been signed first by the Recipient and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this contract will be effective as of the date first written above.

### **Annexes**

The following annexes constitute part of this contract:

<u>Annex 1</u> – Metro Invoice Template <u>Annex 5</u> – Partner Data-Sharing Sub-Agreement

<u>Annex 2</u> – Expenditure Report Template <u>Annex 6</u> – Performance Indicators

<u>Annex 3</u> – Budget <u>Annex 7</u> – Enrollment forms

<u>Annex 4</u> – Minimum Standards for NAZA funding <u>Annex 8</u> – Program site/s

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	THE ROCK
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:	RECIPIENT: Rocklife Youth (Church on the Rock)
APPROVED AS TO AVAILABILITY OF FUNDS:	By (Signature):
Kevin Crumbo/mjiv	Authorized Officer Name: Title:
Director of Finance	
	Sworn to and subscribed to before me a Notary Public, this 12 day of, 202 \( \frac{4}{2} \)
	Notary Public Ludy C Mague
APPROVED AS TO RISK AND INSURANCE:	0 0
Balogun Cobb Director of Insurance	
Director of Insurance	
APPROVED AS TO FORM AND LEGALITY:	MINIMUM C MANA
APPROVED AS TO FORM AND LEGALITY.	THE STATE OF THE STATE
Matthew Garth	OF TENNESSEE
Metropolitan Attorney	NOTARY PUBLIC PUBLIC ON COUNTY OF THE PUBLIC ON COUNTY OF THE PUBLIC ON EXPIRES MAIN OF THE PUBLIC O
FILED IN THE OFFICE OF THE CLERK:	
	My Commission expires May 03,2027
Metropolitan Clerk	

### **NASHVILLE PUBLIC LIBRARY**

### Appendix 1

## ROCKLIFE YOUTH (Church on the Rock)

Nashville After Zone Alliance (NAZA) proposal 2024-2025 Youth Development/Mentorship Programming for Johnson Alternative Learning Center

### **Program Overview**

In partnership with Johnson Alternative Learning Centers and NAZA, our organization will mentor youth through programming that includes skill building, goal setting, and support for positive decision-making. We will design a mentorship structure with a plan of action for each individual student enrolled or recipients of the service.

### **Program Goals**

- Target youth that will benefit most from mentoring, namely those most at risk (9<sup>th</sup> and 10<sup>th</sup> grades);
- Ensure one adult is assigned to no more than four young people to maintain quality mentorship;
- Have clearly defined and articulated goals and expectations;
- Include a level of flexibility that accommodates the diverse personalities and needs of mentors and mentees;
- Have mentors with previous relevant experience in helping others and who are committed to at least 12 months of participation;
- Incorporate youth into a community that allows them to participate in activities that facilitate relationship building;
- Support and involve parents and families;
- Coordinate with other services and supports as needed;
- Provide some structure to allow for careful matching between mentors with mentees;
- Provide training for mentors both before and after they are matched with youth;
- Have rigorous and reliable screening practices for mentors in order to protect youth;
- Provide consistent oversight, training, and support including early problem detection to ensure that needs of mentees are being met and concerns are being addressed effectively and;
- Continuously evaluate and monitor program implementation and youth and mentor outcomes and are flexible enough to change as necessary.

Recruit appropriate mentors and mentees and ensure clear expectations for the program. We will ensure both mentors and mentees have a clear understanding of the program's expectations. For mentors it is important that they have a realistic expectation of the benefits, and challenges associated with mentoring. It is also important that the needs of the youth recruited for the program match the services that the program can provide. Eliminating mismatches between mentor and mentee expectations can help diminish the chance that the mentoring relationship ends prematurely and ensure that it is a positive experience for both the mentor and the mentee.

**Conduct reasonably intensive screening of potential mentors.** Screening process include an application, time commitment of at least one year and one face-to-face meeting per week, a face-to-face interview, a reference check, and a criminal background check. Parents or guardians should also

fill out an application, providing consent, and committing to participate in the program for at least a year through the schedule designed by the program.

**Provide at minimum two hours of training prior to the match.** At a minimum, trainings should include the following topics:

- Program rules
- Mentors' goals and expectations for the mentor/mentee relationship
- Mentors' obligations and appropriate roles
- Relationship development and maintenance
- Ethical issues that may arise related to the mentoring relationship
- Effective closure of the mentoring relationship
- Sources of assistance available to support mentors

*Make matches based to encourage sustained relationships.* Characteristics of the mentor-mentee should be considered during the matching process.

Offer continuous support and training to mentors that extends post-match. While initial training can be helpful for mentors, continuous ongoing support is also essential. Programs contact mentors and mentees at least twice a month during the initial month of the relationship and at least monthly after that. We will also provide mentors with resources such as experts publications, connections with experienced mentors, and community referrals to help address challenges that they may face during the mentoring relationship, and at least one or more opportunities for training following the initial training.

We will also aim to recognize that the needs children and youth face are unique to their circumstances. Our program that will be designed for them are most effective when the needs of the mentees are taken into account and factor into the structure of the program and the pairing of mentors and mentees.

	olitan Government of	Nashville and Davidson County/Nashville Public Li	ibrary/ NAZA		
Funds For FY 2025 Program					
ORGANIZATION NAME	Rocklife Youth (Church On	CONTRACT # (Office Use):			
PROGRAM NAME	Rocklife Youth	START DATE: 7/1/2024			
ADDRESS	1304 Dickerson	END DATE: 6/30/2025			
CITY, STATE & ZIP FEDERAL ID # (EIN)	Goodlettsville TN 62-1763708	CONTACT PERSON Caleb Rogan CONTACT TELEPHONE 6	15-243-7355		
EDERINE ID II (EIII)	02 1700700	ONTAGE TELEFITORE O	710 2-10 7000	OTHER FUNDING	
COST CATEGORIES	TOTAL BUDGET REQUEST	BUDGET EXPLANATION/DETAILS		Funding amount from other sources invested in serving the same number of slots requested from NAZA	Grantor na
After-School Programs		After-school program starts 09/03/2024   Per slot rate for afterschool is	s \$1,355		
	102,595.00	10 staff members (\$30/hr) working 2 hours per day afterschool, Director 4 hours per day (35/ hr), and Executive Director (45/hr) working 3 hrs per day			
Salaries and Wages Benefits and Taxes	3,000.00	Eringo honofite for ampleyees such as mosts and travel expenses			
Total Personnel Expenses	105,595.00	Fringe benefits for employees such as meals and travel expenses			
		arious office supply purchases for afterschool program. Includes tec	chnology, office tools, Items include sign in		
Office Supplies	5,200.00	and out software, 5 electronic tablets for staff, 1 printer, doorbell cam			
Communications	1,100.00	Includes cost related to marketing communications and communication	ions with parents and staff		
Postage and Shipping	0.00				
Occupancy	0.00				
Equipment Rental and Maintenance	1,000.00	Includes maintenance, cleaning, and cleaning equipment			
Printing and Publications  Travel/Conferences & Meetings	0.00 2,750.00	Travel cost for training sessions, tickets, gas, parking, food, and othe	ar partaining coete		-
nsurance		Includes monthly payments on insurance.	er pertaining costs.		
Direct youth costs (learning supplies, learning software, programs, games, food, etc.)			ing software		
Fransportation	45,350.00 2.000.00	Cost for food, food supplies, games, program enrichment, and learning software  Includes cost for afterschool transportation for 3 field trips			
Field Trips					
runu 1 mp0	1,800.00	includes costs for 3 field trips during school year.			
Professional Fees/Enhancement partners	9,000.00	Includes 30 enrichment partners during the school year for 3 locations			
Whor Nee Beresenel					
Other Non-Personnel	0.00	Parmere can choose to hudget either congrete line items above or request an	a indirect cost of up to 20% of their total hudget. Th		
ndirect Cost	0.00	Parners can choose to budget either separate line items above or request an Indirect cost requests must be accompanied by agency's cost allocation plan Grants Manual.		9	
	0.00	Indirect cost requests must be accompanied by agency's cost allocation plan		9	
Total Non-personne Afterschool sub-tota	0.00 d 69,200.00	Indirect cost requests must be accompanied by agency's cost allocation plan Grants Manual.	that will be acceptable for NAZA in line with Metro		
ndirect Cost  Total Non-personne	0.00 d 69,200.00	Indirect cost requests must be accompanied by agency's cost allocation plan Grants Manual.  Summer program funded in this cycle is July 1-31,2024 and June 1-30, calculated at \$8 an hour per slot. Maximum cost per youth slot for sums programming 5 days per week for 8 hours per day.	that will be acceptable for NAZA in line with Metro  2025   Per slot rate for summer to be mer program is \$320 per week for partners	b	
Total Non-personne Afterschool sub-tota	0.00 d 69,200.00	Indirect cost requests must be accompanied by agency's cost allocation plan Grants Manual.  Summer program funded in this cycle is July 1-31,2024 and June 1-30, calculated at \$8 an hour per slot. Maximum cost per youth slot for sumr	that will be acceptable for NAZA in line with Metro  2025   Per slot rate for summer to be mer program is \$320 per week for partners	b b	
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Total Non-personne Afterschool sub-tota  Summer Programs  Salaries and Wages Senefits and Taxes  Total Personnel Expenses  Office Supplies  Communications  Docustage and Shipping	91,060.00 91,060.00 93,060.00 93,060.00 1,200.00 0.00	Indirect cost requests must be accompanied by agency's cost allocation plan Grants Manual.  Summer program funded in this cycle is July 1-31,2024 and June 1-30, calculated at \$8 an hour per slot. Maximum cost per youth slot for sumr programming 5 days per week for 8 hours per day.  7 general staff \$25/hr, 2 site directors \$30/hr, 1 assistant director \$35 salary.  Fringe benefits for employees such as meals and travel expenses arious office supply purchases for summer program  Includes cost related to marketing communications and communications.	that will be acceptable for NAZA in line with Metro  2025   Per slot rate for summer to be mer program is \$320 per week for partners  5, 1 director \$38/hr, and executive director		
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Total Non-personne Afterschool sub-total Summer Programs  Salaries and Wages Senefits and Taxes Total Personnel Expenses Total Non-personnel Total Non-perso	91,060.00 91,060.00 2,000.00 93,060.00 1,200.00 0.00 0.00 0.00 1,000.00 1,000.00 2,040.00 2,040.00 2,040.00 2,040.00	Indirect cost requests must be accompanied by agency's cost allocation plan Grants Manual.  Summer program funded in this cycle is July 1-31,2024 and June 1-30, acalculated at \$8 an hour per slot. Maximum cost per youth slot for sum programming 5 days per week for 8 hours per day.  7 general staff \$25/hr, 2 site directors \$30/hr, 1 assistant director \$35 salary.  Fringe benefits for employees such as meals and travel expenses arious office supply purchases for summer program includes cost related to marketing communications and communication includes maintenance, cleaning, and cleaning equipment includes professional photography and videography for social media includes transportation contract with company for 16 trips for our field trips includes monthly insurance premiums	that will be acceptable for NAZA in line with Metro  2025   Per slot rate for summer to be mer program is \$320 per week for partners  5, 1 director \$38/hr, and executive director  ions with parents and staff		
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Total Non-personne Afterschool sub-total  Summer Programs  Summer Programs  Summer Programs  Summer Programs  Summer Programs  Summer Programs  Senefits and Taxes  Totial Personnel Expenses  Totial Totial Personnel Expenses  Totial Totial Personnel Expenses  Totia	91,060.00 91,060.00 93,060.00 93,060.00 9,000 9,000 9,000 9,000 1,000.00 1,000.00 14,690.00 14,690.00 4,800.00 0,000 0,000 0,000 0,000 0,000 0,000 0,000 0,000 0,000 0,000 0,000 0,000 0,000 0,000 0,000 0,000 0,000 0,000	Indirect cost requests must be accompanied by agency's cost allocation plan Grants Manual.  Summer program funded in this cycle is July 1-31,2024 and June 1-30, acalculated at \$8 an hour per slot. Maximum cost per youth slot for sumer programming 5 days per week for 8 hours per day.  7 general staff \$25/hr, 2 site directors \$30/hr, 1 assistant director \$35 salary.  Fringe benefits for employees such as meals and travel expenses arious office supply purchases for summer program  Includes cost related to marketing communications and communication includes cost related to marketing communications and communication includes professional photography and videography for social media includes transportation contract with company for 16 trips for our field trips includes food costs, program supplies, games, technology, and softw includes 2 field trips per week (two separate locations); 16 field trips to include 16 enrichment partners budgeted for \$300 per visit.  Parners can choose to budget either separate line items above or request an inclined cost requests must be accompanied by agency's cost allocation plan Grants Manual.	that will be acceptable for NAZA in line with Metro  2025   Per slot rate for summer to be mer program is \$320 per week for partners  5, 1 director \$38/hr, and executive director ions with parents and staff  branding and content  ware  total		
Total Non-personne Afterschool sub-total  Summer Programs  Summer Programs  Salaries and Wages  Serielis and Taxes  Total Personnel Expenses  Total Personnel	91,060.00 91,060.00 93,060.00 93,060.00 90,000 1,200.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00	Inclined cost requests must be accompanied by agency's cost allocation plan Grants Manual.  Summer program funded in this cycle is July 1-31,2024 and June 1-30, acalculated at \$8 an hour per slot. Maximum cost per youth slot for sumprogramming 5 days per week for 8 hours per day.  7 general staff \$25/hr, 2 site directors \$30/hr, 1 assistant director \$35 salary.  Fringe benefits for employees such as meals and travel expenses arious office supply purchases for summer program includes cost related to marketing communications and communication includes maintenance, cleaning, and cleaning equipment includes professional photography and videography for social media includes transportation contract with company for 6 trips for our field trips includes monthly insurance premiums  Includes food costs, program supplies, games, technology, and softw includes 2 field trips per week (two separate locations); 16 field trips to includes 16 enrichment partners budgeted for \$300 per visit.  Parners can choose to budget either separate line items above or request an indirect cost requests must be accompanied by agency's cost allocation plan Grants Manual.	that will be acceptable for NAZA in line with Metro  2025   Per slot rate for summer to be mer program is \$320 per week for partners  5, 1 director \$38/hr, and executive director ions with parents and staff  branding and content  ware  total		
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Total Non-personne Afterschool sub-total Summer Programs  Summer Programs  Salaries and Wages Senefits and Taxes Folial Personnel Expenses Folial Personnel Folial	91,060.00 91,060.00 93,060.00 93,060.00 90,000	Indirect cost requests must be accompanied by agency's cost allocation plan Grants Manual.  Summer program funded in this cycle is July 1-31,2024 and June 1-30, calculated at \$8 an hour per slot. Maximum cost per youth slot for sumr programming 5 days per week for 8 hours per day.  7 general staff \$25/hr, 2 site directors \$30/hr, 1 assistant director \$35 salary.  Fringe benefits for employees such as meals and travel expenses arious office supply purchases for summer program  Includes cost related to marketing communications and communication includes cost related to marketing communications and communication includes professional photography and videography for social media includes transportation contract with company for 16 trips for our field trips includes food costs, program supplies, games, technology, and softw includes 2 field trips per week (two separate locations); 16 field trips to includes 16 enrichment partners budgeted for \$300 per visit.  Parners can choose to budget either separate line items above or request an inclined cost requests must be accompanied by agency's cost allocation plan Grants Manual.	that will be acceptable for NAZA in line with Metro  2025   Per slot rate for summer to be mer program is \$320 per week for partners  5, 1 director \$38/hr, and executive director ions with parents and staff  branding and content  ware  total		
Total Non-personne Afterschool sub-total Summer Programs  Summer	91,060.00 91,060.00 93,060.00 93,060.00 90,000 1,200.00 1,000.00 1	Indirect cost requests must be accompanied by agency's cost allocation plan Grants Manual.  Summer program funded in this cycle is July 1-31,2024 and June 1-30, calculated at \$8 an hour per slot. Maximum cost per youth slot for sumr programming 5 days per week for 8 hours per day.  7 general staff \$25/hr, 2 site directors \$30/hr, 1 assistant director \$35 salary.  Fringe benefits for employees such as meals and travel expenses arious office supply purchases for summer program  Includes cost related to marketing communications and communication includes cost related to marketing communications and communication includes professional photography and videography for social media includes transportation contract with company for 16 trips for our field trips includes food costs, program supplies, games, technology, and softw includes 2 field trips per week (two separate locations); 16 field trips to includes 16 enrichment partners budgeted for \$300 per visit.  Parners can choose to budget either separate line items above or request an inclined cost requests must be accompanied by agency's cost allocation plan Grants Manual.	that will be acceptable for NAZA in line with Metro  2025   Per slot rate for summer to be mer program is \$320 per week for partners  5, 1 director \$38/hr, and executive director ions with parents and staff  branding and content  ware  total		

NAZA Annex 8 - 2024-2025 Finalized Entries

Response ID: 17258

Submitted Date: 2024-05-29 16:16:42 Completion Time: 9 min. 35 sec.

Name of Organization

Rocklife Youth (Church on the Rock)

Days of Week of Afterschool Program

5 days per week

Afterschool site plan

**Both** 

Are you conducting summer programming?

Yes

Afterschool Program Name

Rocklife Youth

Name of School Site Location

**Johnson Alternative Learning Center** 

Address of School Program Site

2000 2nd Ave S Nashville TN

School Partnership Level

**Renewing Partnership** 

Number of youths targeted for site

**30** 

Type of transportation needed?

No Bus Needed

Name of School Site Location

**Strive Collegiate Academy** 

Address of School Program Site

3055 Lebanon Pike Hermitage Tn 37023

School Partnership Level

**Renewing Partnership** 

Number of youths targeted for site

**49** 

Type of transportation needed?

### No Bus Needed

Name of School Site Location

**Kipp Academy** 

Address of School Program Site

123 Douglas Ave Nashville Tn 37207

School Partnership Level

**New Partnership** 

Number of youths targeted for site

**30** 

Type of transportation needed?

No Bus Needed

Name of Community Site Location

Church on the Rock

Address of Community Program Site

1304 Dickerson Pike Goodlettsville TN 37072

Target School for Community Site

**Nashville Classical Charter School** 

Number of youths targeted for site

20

3rd Party Van/Mini-bus needed?

No

Summer Program Name

**Rocklife Youth Summer Camp** 

Name of Summer Site Location

**Strive Collegiate Academy** 

Summer Location address

3055 Lebanon Pike Hermitage Tn 37023

Number of summer youth targeted for site (If applicable, include total for July 2024 &

June 2025) **75** 

Proposed months of Summer programming

### **Both**

Will the organization's July 2024 and June 2025 programming have different timeframes?  $\mathbf{No}$ 

Weeks of Programming

8 weeks

Days per Week of Summer Program

5 days per week

Hours per Day

8 hours

Programming Time Frame

8am-4pm

# GRANT CONTRACT BETWEEN THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY AND WHY WE CAN'T WAIT, INC.

This Grant Contract issued and entered into by and between the Metropolitan Government of Nashville and Davidson County, Nashville Public Library ("Metro") on behalf of Nashville After Zone Alliance (NAZA), and Why We Can't Wait, Inc., ("Recipient"), is for the provision of free and high-quality afterschool programs, as further defined in the "SCOPE OF PROGRAM". The Recipient's annual report and audit are incorporated herein by reference.

### A. SCOPE OF PROGRAM:

### A.1. Schedule and Content

NAZA-funded programs will align with the Metro Schools calendar and be available to youth Monday through Thursday during the fall semester (September 3 to December 13, 2024) and spring semester (January 8 to May 9, 2025), on days when MNPS is in session. Programs should run at least for 28 weeks. *NAZA-funded programs may choose to offer longer programs*.

Please note that NAZA-funded programs will not begin before Labor Day due to unavailability of MNPS transportation.

NAZA-funded summer program with **Why We Can't Wait, Inc.** will occur between July 1-31, 2024 and/or June 1-30, 2025. (not applicable to organizations not providing summer programming)

NAZA-funded activities should support youths' physical, social, emotional, cognitive and academic skills development, help them build purpose through learning, and have relevance to their real-life experiences. Throughout the program day, staff should intentionally infuse opportunities for youth to read, write, speak, and listen as well as allocate time for community building and reflection. When possible, programs should consider encouraging youth to be part of activity design or leading to enable them practice leadership skills. Each day should begin with check-in and snack/meals (when in person). Additional activities may be offered by the NAZA funded partner outside of this timeframe at the partner's expense, with no cost to youth and their families.

A typical program day should focus to creatively combine:

- School day supports (reading, homework, etc.)
- Enrichments (e.g. arts education; STEAM engineering challenges, service learning, etc.)
   reflecting youth voice and choice and have a learning focus, either provided by program staff or external enrichment partners.
- Focus on youth's skill building, in line with Nashville's Vision for Holistic Youth Development (curricula with activities will be available for each of the 12 skills).
- Other Experiences (e.g. physical activity, health and wellness, mental health, healthy eating
  activities, team games with rules, career exploration, field trips and other age-appropriate
  developmental activities.) that offer fun, support team and relationship building and foster holistic
  youth development.
- NAZA funds should not in any shape or form be related to any religious content or affiliation.
   NAZA-funded programs should not proselytize during their regular programming time, nor should

youth be accepted or denied based on their religious affiliation or commitment to engaging in any type of religious activities before or after NAZA programming time.

 While we encourage using various learning software and educational games to enhance youth learning, we strictly prohibit enabling access to any video games that include violence, shooting or other unwanted behaviors, especially those rated M for Mature, are of solely entertainment purposes during NAZA-funded time. Programming time should focus on young people's development.

Each after-school programming day should begin with check-in and a snack or meal. Additional activities may be offered by the funded partner outside of this timeframe at the partner's expense, with no cost to youth and their families.

Recipient must ask parents and youth (who are not participating in sports) to commit to attend regularly, on an on-going basis when program is in session, for both fall and spring semesters. Only youth who have returned a fully completed enrollment form may participate in NAZA-funded programs.

### Requirements for Programming

By initialing each item below, Recipient agrees to the following.

1. Lines by establishing and maintaining a mechanism for substitutions. Youth will be supervised at all times by program staft.

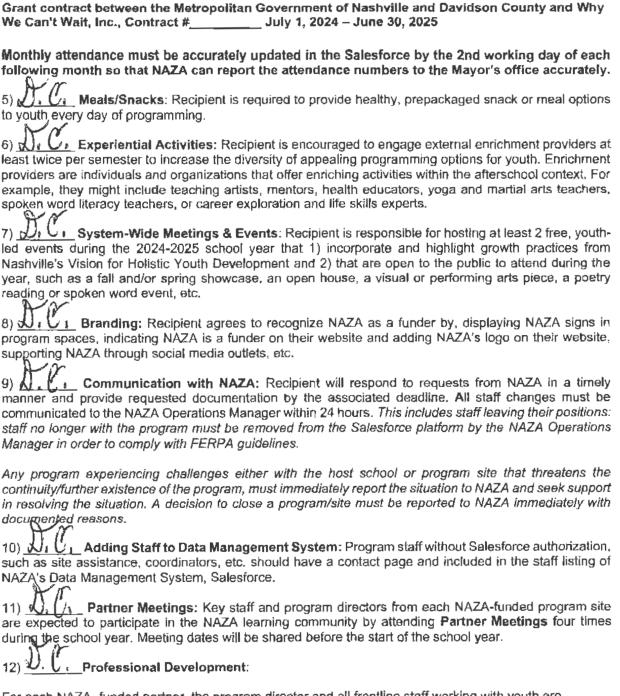
2. School Relationships: Recipient will be actively involved in communicating and collaborating with schools to enhance youth learning. They will participate in planning meetings with school principals and staff, including Community Achieves staff to help meet school outcomes and to track youth progress. Program staff will also meet with principals and school staff when needed or possible to address strategies for program recruitment, retention, and attendance tracking.

Recipient will receive space approval from school administration for programming.

3. Live Content and Family Engagement: Recipient is responsible for recruiting youth, leading program activities, and engaging in family outreach. Recipient will promote consistent participation/retention levels by contacting each family/youth before programming begins, whenever absences begin to develop a pattern, and to confirm an exit/withdrawal if appropriate. Recipient will serve at least 90% of the youth they projected to serve.

Youth with no afterschool options should be the first priority for enrollment in NAZA-funded programs. If spots are available, youth participating in school-sponsored athletics can choose to attend school athletics as a portion of their NAZA-funded program time if they can commit to partially (at least one hour per day) attend NAZA-funded programming and the program has more than one staff on site. Only students participating in at least one hour of programming can benefit from a snack/meal, learning time, and transportation home and counted towards the funded slots. Only youth who have returned a fully completed enrollment form, signed by parent/guardian, may participate.

4) Lie Attendance: Recipient commits to maintain daily attendance, updating the NAZA attendance tracking tool (Salesforce) on a weekly basis (daily direct attendance taking in the Salesforce is strongly recommended); this requires a computer or any other device with internet access. Recipient staff will ensure that youth sign in with their given first and last name daily using the NAZA approved sign-in sheets to verify youth participation. The youth attendance reflected on the sign-in sheet/daily attendance log must match the aftendance entered into the Salesforce platform.



For each NAZA -funded partner, the program director and all frontline staff working with youth are required to attend or complete several trainings. Please see below:

### Program Directors and Site Managers are required to attend the following:

- NAZA Essential Operations training
- Introduction to Positive Youth Development (PYD) training
- At least two trainings on the Growth Practices.
- Program Quality Basics (PQA Basics) either in person or online (online version is available at the partner's expense if missed scheduled training offered by NAZA)
- Any training required by MNPS for staff working in school buildings will be made available to NAZA partner staff.

Note: Program Directors and Site Managers who have successfully completed PYD in the past are exempt from retaking. The NAZA Essential Operations training will be archived and accessible online, while Introduction to Positive Youth Development will be conducted multiple times annually. Returning Program Directors and Site Coordinators who have previously completed the PQA Basics or SEL PQA will only need to redo the training every 3 years. Choosing to take SEL PQA requires a prior completion of PQA Basics.

### Program Directors and Site Managers strongly recommended trainings:

- Advanced Positive Youth Development
- Salesforce Student Management Systems
- Strategies for Employee Retention and Recruitment
- Any additional trainings offered to NAZA-funded partners supporting high-quality programming, as well as the achievement of their Program Improvement Plan. Returning site staff are encouraged to attend additional trainings that will support the program's continued quality improvement.
- Attend at least three professional development opportunities, in addition to other require trainings, either in-person or online, from the following: Weikart online trainings, Exploring Data Training, NAZA's Learning Management System (LMS), or NAZA Learn, Engage, Develop (L.E.D.) Conference.

For each NAZA -funded partner, front-line and part-time staff working with youth are required to attend or complete several trainings. Please see the following for requirements:

### Front-line and Part-time staff are required to attend the following trainings:

- Essential Operations training (only topics labeled and related to front-line and part-time staff)
- · Positive Youth Development (new staff and staff who have not completed this requirement).
- Two (2) trainings on the Growth Practices

### Front-line and Part-time staff strongly recommended trainings:

- Advanced Positive Youth Development
- Salesforce Student Management Systems
- Strategies for Employee Retention and Recruitment
- Any additional trainings offered to NAZA-funded partners supporting high-quality
  programming, as well as the achievement of their Program Improvement Plan, Returning site
  staff are encouraged to attend additional trainings that will support the program's continued
  quality improvement.
- Attend at least three professional development opportunities, in addition to other require trainings, either in-person or online, from the following: Weikart online trainings, Exploring Data Training, NAZA's Learning Management System (LMS), or NAZA Learn, Engage, Develop (L.E.D.) Conference.

13) L. C. Evaluation Tools:

All program directors/managers and site coordinators of NAZA-funded programs will participate in the **Program Quality Improvement (PQI)** cycle. Self-assessments will be required for both fall and spring semesters. External assessments may be scheduled per need and availability of external assessors.

The Youth Program Quality Improvement (YPQI) cycle is comprised of the following quality improvement activities, offered at no cost to Partners:

- a) A baseline self-assessment utilizing the Youth Program Quality Assessment (YPQA) or Social-Emotional Learning Program Quality Assessment (SEL PQA) tool. Program staff conduct pre-self-assessment of their program and enter results in YPQI's Scores Reporter.
- b) Developing and uploading a **Program Improvement Plan** based on the results of all available YPQA or SELPQA assessment tools (i.e. self-assessments, external assessments, and Leading Indicator Survey results).
- c) A follow-up YPQA/SEL PQA self-assessment at the end of the school year, also entered into Scores Reporter, and planning for the following fall semester based on the results of this assessment.
- d) An external assessment will be conducted by assessors trained by Weikart Center every three years for returning partners unless otherwise requested. For new partners one external assessment will be conducted annually for the for the first three years.
- e) The two assessments are reviewed to develop an understanding of how well the program is performing with regard to NAZA Quality Standards.
- f) Additionally, NAZA-funded partners are required to administer YPQI's Leading Indicators Survey, Youth annually in the spring semester to youth enrolled at each site to capture youth experience with the program.
- g) NAZA-funded partners are required to administer YPQI's as Leading Indicators Survey, Staff annually in the spring semester to capture the experiences of staff with the program.
- h) NAZA-funded partners are also required to administer YPQI's **Leading Indicators Survey**, **Managers** annually in the spring semester to capture the experiences of administrators with the program.
- i) NAZA-funded partners are also required to provide access to YPQI's Leading Indicators Survey, Family annually in the spring semester to attempt to capture the experiences of parents and guardians of youth in the program.
- j) NAZA partners will have access to **students' school data** through the **data-sharing agreement** between NAZA/NPL and MNPS. Partners will be required to attend two trainings <u>as soon as they become available</u> on: 1) Responsible use of data, and 2) Understanding the academic data.
- k) Partners will be required to sign the data-sharing sub-agreement (to be attached to the contract) of this document and adhere to all requirements under that document so that they can have access to student data.
- 14) 6, C. Youth Survey: Recipient is required to administer a one-time Leading Indicator Survey, Youth to enrolled youth at each site in the spring semester.
- 15) <u>U</u>, Staff Survey (Director/Manager and Frontline): Recipient is required to administer a one-time Leading Indicator Survey, Staff by program staff the spring semester.
- 16) Dr. Family Survey: Recipient is required to provide families access to a one-time Leading Indicator Survey, Family by program administrators the spring semester.
- 17), (), (compliance with MNPS Requirements: Programs offered at participating Metro schools will operate in full compliance with MNPS requirements, including covid-related procedures, liability

Grant contract between the Metropolitan	Government of Nashville and Davidson County and Why
We Can't Wait, Inc., Contract #	_ July 1, 2024 – June 30, 2025

insurance, criminal background checks, non-discrimination, ADA, and other related standard Metro requirements, confidentiality of student records per FERPA, operation as a non-profit, and transportation policies (as appropriate).

### Operational Policies:

Recipient will operate in full compliance with the following policies and maintain relevant documentation to verify compliance with the policies. Recipient agrees to:

- Maintain an active 501(c)(3) registration unless the applicant is a public entity.
- Maintain up-to-date certificates verifying the following insurance: commercial general liability, sexual/abuse/sexual harassment, automobile liability (if applicable) and professional liability insurance with limits not less than one million dollars each occurrence. The Recipient shall provide an updated certificate of insurance upon expiration of the current certificate.
- Nondiscrimination, which precludes Recipient from discriminating on the basis of race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability in admission, access to, or operation of programs, services, or activities. Note that Metro does not discriminate on the basis of race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability in admission to, access to, or operation of programs, services, or activities. Metro does not discriminate in hiring or employment practices.
- Follow MNPS operating procedures on verification of criminal background checks on all program staff
  and volunteers. On school grounds, the MNPS criminal background check contractor shall be used for
  employees. As long as there is no break in service with the agency, staff will not be required to be
  fingerprinted yearly. If there is any break in service at all, or if they must go through a rehiring process,
  they are required to complete a background check including fingerprinting.
- Ensure that all educational records created, disclosed or maintained pursuant to the terms of this
  contract are confidential and shall be created, disclosed and maintained pursuant to the provisions of
  the Family Educational Rights and Privacy Act (20 U.S.C.A. s #1232g), its regulations and Board of
  Education policy.
- Appropriately spend Metro dollars, document the spending, and follow Metro guidelines for allowable
  costs. Recipient is responsible for properly documenting the spending under their contracts, organizing
  the documentation separately by year, and storing that documentation for three years for auditing
  purposes. The documents must be readily available for a Metro Audit.
- Meet NAZA's Minimum Quality Standards (see Annex 4) and maintain relevant documentation to verify compliance with the policies.
- Meet the 2024-2025 Performance Indicators specific to the Recipient (see Annex 6).
- Maintain accurate youth enrollment forms (Annex 7) and ensure that all youth have enrollment
  forms signed before they accept a youth into their program. Enrollment forms, as well as evidence
  to back up outputs and outcomes cited in narrative reports, must be maintained by the Recipient and
  stored for three years for auditing purposes. The documents must be readily available any time that the
  Metro requests them, including as part of an Audit.

Enrollment forms must be fully completed and accurate. Forms should include legitimate first and last names youth, their birthdates, student ID numbers, names of legal guardians and emergency contacts, and accurate addresses, phone numbers, e-mails and medical information (as needed) among other information pieces.

In summary, the Recipient will commit to the following:

- 1. Delivering quality afterschool (and summer, if chosen) programming for the fall and spring semesters in locations identified in Annex 8, aligned with MNPS scheduling;
- Submitting daily attendance using the NAZA attendance tracking tool, keeping all data updated on a weekly basis, along with all supporting documentation. Ensure monthly attendance updates are in the system by the second working day of each month;
- Serving at least 90 percent of the number of youth the Agency projected to serve for the 2024-2025 school year, reflecting ongoing youth recruitment activities, engaging programming, and strong communications with the school community; and
- Full implementation of program quality requirements, including administration of the youth survey.

Violation or breach of this scope may result in <u>Corrective Action</u>. Continued violation could result in termination of the contract.

- A.2. The Recipient must spend these funds consistent with the Grant Budget, attached and incorporated herein as **Annex 3.** The Recipient must collect data to evaluate the effectiveness of their services and must provide those results to Metro upon request.
- A.3. The Recipient will only utilize these funds for services the Recipient provides to documented residents of Davidson County. Documentation of residency may be established with a recent utility bill; voter's registration card; driver's license or other government issued-ID; current record from a school showing address; affidavit by landlord; or affidavit by a nonprofit treatment, shelter, half-way house, or homeless assistance entity located within Davidson County. Recipient agrees that it will not use Metro funding for services to non-Davidson County residents.
- A.4. Additionally, the Recipient must collect data on the primary county of residence of the clients it serves and provide that data to Metro upon request.

### B. GRANT CONTRACT TERM:

- B.1. **Grant Contract Term.** The term of this Grant will be twelve (12) months, commencing on July 1, 2024 and ending on June 30, 2025. Metro will have no obligation for services rendered by the Recipient that are not performed within this term.
- B.2. Extendable Grants. This grant may be extended by 12 months, not exceed 60 months (with 12-month terms each time upon annual approval/availability of NAZA funds). To be considered for extension, Recipients must meet the following conditions:
  - NAZA funded-partner for 5 years with no contract disruption or corrective action plan within the past 12 months;
  - Exhibit low-risk on Metro Risk Assessment tool;
  - Present annual audit covering the past 12 months, as of May 1<sup>st</sup> of the current year;
  - Pass annual compliance checks;
  - · Meet performance indicators set in the contract.

Upon meeting all of the criteria above a grant contract extension may be offered annually through a contract amendment process.

### C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event will Metro's maximum liability under this Grant Contract exceed \$263,210 (62 slots for afterschool, 70 slots for summer). The Grant Budget will constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient's obligations hereunder. The Grant Budget line items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Recipient.

Subject to modification and amendments as provided in section D.2 of this agreement, this amount will constitute the Grant Amount and the entire compensation to be provided to the Recipient by Metro.

- C.2. Use of Funds. NAZA funds may be used for educational purposes only; organizations funded by NAZA must not promote religious practices nor proselytize during programming time. Such activities may be offered by funded partners outside of their NAZA-funded program time. However, MNPS transportation and other NAZA resources will not be available, and youth who do not wish to participate must not be penalized in any way.
- C.3 Payment Methodology. The Recipient will only be compensated for actual costs based upon the Grant Budget and reconciliation reports, not to exceed the maximum liability established in Section C.1.

Recipient can expect to receive three payments during the contracted year. Each payment will be received no later than 30 days from the invoice date of the finalized and NAZA approved statement.

First invoice may include up to 50% of the total awarded amount as an advance request to enable programs to procure necessary supplies for beneficiary youth and hire qualified staff to enable proper programming from the beginning of the year.

The first invoice will be processed after the contract is filed with Metro Clerk and within 30 days from the date of the finalized and approved invoice receipt by NAZA.

The second invoice of up to 40% of the total awarded amount will be processed based on the actual expenditures of the programs. The invoice must be submitted by January 15th along with the second scheduled expenditure report.

The third and final invoice of up to 10% of the total awarded amount will be processed upon the receipt of the Year-End narrative and expenditure report due July 10<sup>th</sup>. Any invoice not received by the deadline date will not be processed and all remaining grant funds will expire. This final payment will equal the total actual spending for the contract year and cannot exceed the approved awarded amount. No invoice for 2024-2025 school year will be processed after July 10, 2025.

All actually reported expenditures must have backup documentation filed at the recipient organization for Metro Audit.

If the contract is terminated earlier or any funds remain unspent based on the reports, the unspent amounts will be returned to Metro.

Recipient must send all invoices to:

Nashville After Zone Alliance 615 Church St, Nashville, TN 37219 or emailed to Teriz, Fahmy@nashville.gov

### C.4. Reporting

**Expenditure Report.** All Recipients will submit quarterly expenditure reports. Report templates will be provided by NAZA.

All grantees must submit expenditure reports four times a year to reconcile grant receipts with grant revenues. NAZA will monitor fund recipients for compliance with reporting requirements. Failure to comply with the reporting requirements would constitute a violation of the grant contract. The expenditure reports format is shown on Annex 2 attached to this contract. The quarterly expenditure reports are due on the 15<sup>th</sup> of October, January, and April, with the final report due July 10, 2025.

Said report must be in form and substance acceptable to Metro and must be prepared by a Certified Public Accounting Firm or the Chief Financial Officer of the Recipient Organization.

### Program Report

All grantees must submit programmatic report once a year to explain how the grant has been used on behalf of the citizens of Davidson County. The report is due on July 10, 2025.

Failure to comply with the program reporting requirements would constitute a violation of the grant contract. NAZA will provide the template during the year.

- C.5. Payment of Invoice. The payment of any invoice by Metro will not prejudice Metro's right to object to the invoice or any other related matter. Any payment by Metro will neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs included therein.
- C.6. Unallowable Costs. The Recipient's invoice may be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by Metro, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs. Utilization of Metro funding for services to non-Davidson County residents is not allowed.
- C.7. **Deductions.** Metro reserves the right to adjust any amounts which are or become due and payable to the Recipient by Metro under this or any Contract by deducting any amounts which are or become due and payable to Metro by the Recipient under this or any Contract.
- C.8. **Travel Compensation.** Payment to the Recipient for travel, meals, or lodging is subject to amounts and limitations specified in Metro's Travel Regulations and subject to the Grant Budget.
- C.9. Electronic Payment. Metro requires as a condition of this contract that the Recipient have on file with Metro a completed and signed "ACH Form for Electronic Payment". If Recipient has not previously submitted the form to Metro or if Recipient's information has changed, Recipient will have thirty (30) days to complete, sign, and return the form. Thereafter, all payments to the Recipient, under this or any other contract the Recipient has with Metro, must be made electronically.

### D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. Metro is not bound by this Grant Contract until it is approved by the appropriate Metro representatives as indicated on the signature page of this Grant.
- D.2. **Modification and Amendment**. This Grant Contract may be modified only by a written amendment that has been approved in accordance with all Metro procedures and by appropriate legislation of the Metropolitan Council.
- D.3. **Termination for Cause.** Metro shall have the right to terminate this Grant Contract immediately if Metro determines that Recipient, its employees or principals have engaged in conduct or violated

any federal, state or local laws which affect the ability of Recipient to effectively provide services under this Grant Contract. Should the Recipient fail to properly perform its obligations under this Grant Contract or if the Recipient violates any terms of this Grant Contract, Metro will have the right to immediately terminate the Grant Contract and the Recipient must return to Metro any and all grant monies for services or programs under the grant not performed as of the termination date. The Recipient must also return to Metro any and all funds expended for purposes contrary to the terms of the Grant Contract. Such termination will not relieve the Recipient of any liability to Metro for damages sustained by virtue of any breach by the Recipient.

- D.4. **Termination—Notice.** Metro may terminate this Grant Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the Recipient. Metro shall give the Recipient at least thirty (30) days written notice before the effective termination date,
- D.5. Termination ~Funding. This Grant Contract is subject to the appropriation and availability of local, State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, Metro shall have the right to terminate this Grant Contract immediately upon written notice to the Recipient. Upon receipt of the written notice, the Recipient shall cease all work associated with this Grant Contract on or before the effective termination date specified in the written notice. Should such an event occur, the Recipient shall be entitled to compensation for all satisfactory and authorized services completed as of the effective termination date. The Recipient shall be responsible for repayment of any funds already received in excess of satisfactory and authorized services completed as of the effective termination date.
- D.6. Subcontracting. The Recipient may not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of Metro. Notwithstanding any use of approved subcontractors, the Recipient will be considered the prime Recipient and will be responsible for all work performed.
- D.7. **Conflicts of Interest.** The Recipient warrants that no part of the total Grant Amount will be paid directly or indirectly to an employee or official of Metro as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Recipient in connection with any work completed or performed relative to this Grant Contract.
- D.8. Nondiscrimination. The Recipient hereby agrees, warrants, and assures that no person will be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Recipient on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification which is in violation of applicable laws. The Recipient must, upon request, show proof of such nondiscrimination and must post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.9. Records. The Recipient must maintain documentation for all charges to Metro under this Grant Contract. The books, records, and documents of the Recipient, insofar as they relate to work performed or money received under this Grant Contract, must be maintained for a period of three (3) full years from the date of the final payment or until the Recipient engages a licensed independent public accountant to perform an audit of its activities. The books, records, and documents of the Recipient insofar as they relate to work performed or money received under this Grant Contract are subject to audit at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. Records must be maintained in accordance with the standards outlined in the Non-Profit Grants Manual. The financial statements must be prepared in accordance with generally accepted accounting principles.
- D.10. Monitoring. The Recipient's activities conducted and records maintained pursuant to this Grant Contract are subject to monitoring and evaluation by The Metropolitan Office of Financial Accountability or Metro's duly appointed representatives. The Recipient must make all audit,

accounting, or financial records, notes, and other documents pertinent to this grant available for review by the Metropolitan Office of Financial Accountability, Internal Audit or Metro's representatives, upon request, during normal working hours.

- D.11. Narrative Reporting. The Recipient must submit a <u>Year-End Program Report</u>, to be received by July 10th. Said report shall detail the outcome of the activities funded under this Grant Contract.
- D.12. Financial Reporting. The Recipient must submit quarterly expenditure report for the 2024-2025 programming year to reconcile grant receipts with grant revenues. Reports must be received no later than the 15th day of October. January, and April and July 10 of FY '25 (July 1, 2024 June 30, 2025).
- D.13. Strict Performance. Failure by Metro to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement is not a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract is considered to be waived, modified, or deleted except by a written amendment by the appropriate parties as indicated on the signature page of this Grant.
- D.14. **Insurance.** The Recipient agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all applicable taxes incident to this Grant Contract.

### D.14.1 Proof of Insurance

During the term of this Contract, for any and all awards, CONTRACTOR shall, at its sole expense, obtain and maintain in full force and effect for the duration of this Contract, including any extension, the types and amounts of insurance identified below by a checked box. Proof of insurance shall be required naming METRO as additional insured and identifying the Purchase Order on the Acord document.

### D.14.2 General Liability Insurance

in the amount of one million (\$1,000,000.00) dollars

### D.14.3 Automobile Liability Insurance

In the amount of one million (\$1,000,000.00) dollars (if vendor will be making on-site deliveries)

### D.14.4 Worker's Compensation Insurance

With statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand (\$100,000.00) dollars, as required by the laws of Tennessee (Not required for companies with fewer than five (5) employees).

### D.14.5 Sexual Molestation and Abuse Insurance

In the amount of one million (\$1,000,000.00) dollars.

### D.14.6 Such insurance shall:

Contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

For any claims related to this agreement, CONTRACTOR'S insurance coverage shall be primary insurance as respects METRO, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering METRO, its officials, officers, employees, and volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it.

Automotive Liability Insurance including vehicles owned, hired, and non-owned. Said insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of CONTRACTOR.

Worker's Compensation (if applicable), CONTRACTOR shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance. CONTRACTOR shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by CONTRACTOR'S workers' compensation insurance coverage.

### D.14.7

Prior to commencement of services, CONTRACTOR shall furnish METRO with original certificates and amendatory endorsements affecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to:

DEPARTMENT OF LAW
INSURANCE AND RISK MANAGEMENT
METROPOLITAN COURTHOUSE, SUITE 108
PO BOX 196300
NASHVILLE, TN 37219-6300

Provide certified copies of endorsements and policies if requested by METRO in lieu of or in addition to certificates of insurance.

Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services. Maintain such insurance from the time services commence until services are completed and attach the certificates of insurance in the METRO system. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by METRO as a material breach of contract.

Place such insurance with insurer licensed to business in Tennessee and having A.M. Best Company ratings of no less than A-. Modification of this standard may be considered upon appeal to the METRO Director of Risk Management Services.

Require all subcontractors to maintain during the term of the agreement Commercial General Liability insurance, Business Automobile Liability insurance, and Worker's Compensation/Employers Liability insurance (unless subcontractor's employees are covered by CONTRACTOR'S insurance) in the same manner as specified for CONTRACTOR. CONTRACTOR shall file subcontractor's certificates of insurance in METRO's system.

Any deductibles and/or self-insured retentions greater than \$10,000.00 must be disclosed to and approved by METRO prior to the commencement of services.

If the CONTRACTOR has or obtains primary or excess policy(ies), there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.

- D.15. Metro Liability. Metro will have no liability except as specifically provided in this Grant Contract.
- D.16. Independent Contractor. Nothing herein will in any way be construed or intended to create a partnership or joint venture between the Recipient and Metro or to create the relationship of

principal and agent between or among the Recipient and Metro. The Recipient must not hold itself out in a manner contrary to the terms of this paragraph. Metro will not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.

### D.17. Indemnification and Hold Harmless.

- (a) Recipient agrees to indemnify, defend, and hold harmless Metro, its officers, agents and employees from any claims, damages, penalties, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Recipient, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract, and any claims, damages, penalties, costs and attorney fees arising from any failure of Recipient, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- (b) Metro will not indemnify, defend or hold harmless in any fashion the Recipient from any claims, regardless of any language in any attachment or other document that the Recipient may provide.
- (c) Recipient will pay Metro any expenses incurred as a result of Recipient's failure to fulfill any obligation in a professional and timely manner under this Contract.
- (d) Recipient's duties under this section will survive the termination or expiration of the grant.
- D.18. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party. Except as provided in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a breach under this Grant Contract. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. Recipient will promptly notify Metro within forty-eight (48) hours of any delay caused by a Force Majeure Event and will describe in reasonable detail the nature of the Force Majeure Event.
- D.19. State, Local and Federal Compliance. The Recipient agrees to comply with all applicable federal, state and local laws and regulations in the performance of this Grant Contract. Metro shall have the right to terminate this Grant Contract at any time for failure of Recipient to comply with applicable federal, state or local laws in connection with the performance of services under this Grant Contract,
- D.20. Governing Law and Venue. The validity, construction and effect of this Grant Contract and any and all extensions and/or modifications thereof will be governed by and construed in accordance with the laws of the State of Tennessee. The venue for legal action concerning this Grant Contract will be in the courts of Davidson County, Tennessee.
- D.21. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.22. Headings. Section headings are for reference purposes only and will not be construed as part of this Grant Contract.
- D.23. **Metro Interest in Equipment.** The Recipient will take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided

under this Grant Contract, subject to Metro's equitable interest therein, to the extent of its *pro rata* share, based upon Metro's contribution to the purchase price. "Equipment" is defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$5,000.00.

The Recipient agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at any time during the term of the Grant Contract, the Recipient must request written approval from Metro for any proposed disposition of equipment purchased with Grant funds. All equipment must be disposed of in such a manner as parties may agree as appropriate and in accordance with any applicable federal, state or local laws or regulations.

- D.24. Assignment—Consent Required. The provisions of this contract will inure to the benefit of and will be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Recipient under this contract, neither this contract nor any of the rights and obligations of Recipient hereunder may be assigned or transferred in whole or in part without the prior written consent of Metro. Any such assignment or transfer will not release Recipient from its obligations hereunder. Notice of assignment of any rights to money due to Recipient under this Contract must be sent to the attention of the Metro Department of Finance.
- D.25. Gratuities and Kickbacks. It will be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparations of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It will be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from participation in Metropolitan Government contracts.
- D.26. Communications and Contacts. All instructions, notices, consents, demands, or other communications from the Recipient required or contemplated by this Grant Contract must be in writing and must be made by facsimile transmission, or by first class mail, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

### Metro

For contract-related matters: Nashville Public Library NAZA Communications Manager 615 Church Street Nashville, TN 37219 (615) 862-5894

For inquiries regarding invoices: Nashville Public Library NAZA Procurement Officer 615 Church Street Nashville, TN 37219 615-862-5800 ext. 73731

Recipient

Grant contract between the Metropolitan Government of Nashville and Davidson County and Why We Can't Wait, Inc., Contract #\_\_\_\_\_ July 1, 2024 – June 30, 2025

Darrell Caldwell, Executive Director Why We Can't Wait, Inc. 220 Nathan Drive Goodlettsville, TN 37072 615-262-0048

- D.27. Lobbying. The Recipient certifies, to the best of its knowledge and belief, that:
  - a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Recipient must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - c. The Recipient will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all subcontractors of federally appropriated funds shall certify and disclose accordingly.

# D.28. Certification Regarding Debarment and Convictions.

- Recipient certifies that Recipient, and its current and future principals:
  - are not presently debarred, suspended, or proposed for debarment from participation in any federal or state grant program;
  - have not within a three (3) year period preceding this Grant Contract been convicted
    of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or
    performing a public (federal, state, or local) grant;
  - ii. have not within a three (3) year period preceding this Grant Contract been convicted of embezzlement, obstruction of justice, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
  - iii. are not presently indicted or otherwise criminally charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in sections D.25(a)(ii) and D.25(a)(iii) of this certification.
- b. Recipient shall provide immediate written notice to Metro if at any time Recipient learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals fall under any of the prohibitions of Section D.25(a).

Grant contract between the Metropolitan Government of Nashville and Davidson County and Why We Can't Wait, Inc., Contract #\_\_\_\_\_ July 1, 2024 – June 30, 2025

D.29. **Effective Date.** This contract will not be binding upon the parties until it has been signed first by the Recipient and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this contract will be effective as of the date first written above.

#### Annexes

The following annexes constitute part of this contract:

<u>Annex 5</u> – Partner Data-Sharing Sub-Agreement

<u>Annex 2</u> – Expenditure Report Template <u>Annex 6</u> – Performance Indicators

<u>Annex 3</u> – Budget <u>Annex 7</u> – Enrollment forms

Annex 4 - Minimum Standards for NAZA funding Annex 8 - Program site/s

(THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.)

We Can't Wait, Inc., Contract # Ju	ernment of Nashville and Davidson County and Why ly 1, 2024 – June 30, 2025
NASHVILLE PUBLIC LIBRARY  Docusigned by:	
terri luke 5/29/2024	
Interim Library Director	
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:  APPROVED AS TO AVAILABILITY OF FUNDS:	RECIPIENT: Why We Can't Wait, Inc.  By (Signature): Why We Can't Wait, Inc.
Kevin Crumbo/mjw  Director of Finance	- Authorized Officer Name: Darrell Caldwe Title: Executive Director
APPROVED AS TO RISK AND INSURANCE:  Balogun Cobb  Director of Insurance	Sworn to and subscribed to before me a Notary Public, this 26 day of May, 20224  Notary Public  STATE  OF  TENNESSEE  NOTARY  PUBLIC
APPROVED AS TO FORM AND LEGALITY:  Matthew Garth	Davidson
Metropolitan Attorney	
FILED IN THE OFFICE OF THE CLERK:	Thom Carun
Metropolitan Clerk	- 0 ()
	My Commission expires 11 6 2024 -



<u> </u>	Funds For EV 2025 Brog	rom		
	Funds For FY 2025 Prog	ram		
ORGANIZATION NAME	We Can't Wait	CONTRACT # (Office Use):		
PROGRAM NAME	r in Millennials L	START DATE: 7/1/2024		
ADDRESS	20 Nathan Driv	30-Jun-25		
CITY, STATE & ZIP	Dlettsville, TN 3	CONTACT PERSON Darrell Caldwell	(045) 040	
FEDERAL ID # (EIN)	46-0755751 TOTAL BUDGET REQUEST	CONTACT TELEPHONE	(615) _810 - 6630	OTHER FUNDING
COST CATEGORIES	TOTAL BUDGET REQUEST	BUDGET EXPLANATION/DETAILS		Funding amount from other sources invested in serving the same number of slots requested from NAZA
After-School Programs		After-school program starts 09/03/2024   Per slot rate for afterso		
Salaries and Wages	57,500.00	Part-time (five to ten hours weekly) staff @ \$20 hourly, cook, \$15 per \$20 per hour, Executive Director \$30 per hour.	hour, anitor, \$15 per hour, Site Coordinator	
Benefits and Taxes	3,000.00	Taxes payroll		
Total Personnel Expenses Office Supplies	<b>60,500.00</b> 2,010.00	20/ of the hudget is spent on ink, none steplers, coniar paper, sticky r	notes poster paper eta	
Communications	0.00	2% of the budget is spent on ink, pens, staplers, copier paper, sticky r Estimated unit number and unit cost or % of total cost charged to this		
Postage and Shipping	200.00	0,002% of the budget will be used for postage / shipping	grant	
Occupancy	4,000.00	0.06% facility rental and usage		
Equipment Rental and Maintenance	2,000.00	0.03% of the budget bus repair/maintence, facility repair / maintence		
Printing and Publications	500.00	0.01% of budget for printing materials and developing afterschool new	sletter	
Travel/Conferences & Meetings	300.00	Milage, parking and other travel unit cost and unit number		
Insurance Direct youth costs (learning supplies,	3,000.00	Liability, Professional, Sexual Molestation and Bus Insurance		
learning software, programs, games, food, etc.)	5,000.00	Operating Monday through Friday, food cost, books, hoody per studen	nt	
Transportation	2,000.00	Daily rate, number of days separated by afterschool and summer (if a		
Field Trips	1,500.00	WWCW will take a field trip once monthly equaling \$1, 000 Fall and \$		
partners	3,000.00	Art instructor, Dance Instructor, Yoga Instructor, Carnegie Writers an	uary through May	
Other Non-Personnel	0.00	Anything else that is part of programming cost but is not listed		
Indirect Cost	0.00	Parners can choose to budget either separate line items above or requested. The Indirect cost requests must be accompanied by agency's NAZA in line with Metro Grants Manual.		
Total Non-personne	23,510.00			
Afterschool sub-total	84,010.00			
	- 20			
Summer Programs		Summer program funded in this cycle is July 1-31,2024 and June	1- 30, 2025   Per slot rate for summer to	
Salaries and Wages	120.880.00	25 part-time staff \$20 per hour @20 hours per week, cook \$15 per hour	ur@ 10 hours per week.	
Benefits and Taxes	10,000.00	Payroll taxes		
Total Personnel Expenses	130,880.00	i dyron taxoo		
Office Supplies	2.000.00	0.0020/ of hudget advertise metarials period page 2002 page 1000 p	teheel sees eurole fel	
	,	0.002% of budget education materials, copier paper, pens, pencils, no		
Communications	0.00	Estimated unit number and unit cost or % of total cost charged to this	grant	
Postage and Shipping	200.00	0.001% of the budget for postage and shipping		
Occupancy	8,000.00	0.04% operating Monday through Friday, nine hours daily @ 200 daily		
Equipment Rental and Maintenance	3,000.00	0,02% of budget which includes maintence of bus, building, equipmen	t, fuel cost.	
Printing and Publications	0.00	Estimated unit number and unit cost or % of total cost charged to this	grant	
Travel/Conferences & Meetings	200.00	Milage, parking and other travel unit cost and unit number		
Insurance	2,000.00	0.001% of the budget that will cover every student @ \$1,000,00. Liabil	lity, Professional, Sexual	
Direct youth costs (learning supplies, learning software, programs, games, food, etc.)	17,920.00	10% of the budget providing program shirt, online literacy program, ed	lucation supplies, breakfas	
Field Trips	8,000.00	Field trips include Rivergate skate center, Adventure Science Center,	Family Fun Center, Urban	
Professional Fees/Enhancement partners	7,000.00	Carnegie Writers (\$1,500) Music program (\$1,200) Yoga Instructor, A Instructor(\$1,000), Drone flying instructor /program (1,500) CPR, First		
Other Non-Personnel	0.00	Anything else that is part of programming cost but is not listed		
Indirect Cost	0.00	Parners can choose to budget either separate line items above or req budget. The Indirect cost requests must be accompanied by agency's NAZA in line with Metro Grants Manual.		
Total Non-personne	48,320.00			
Summer sub-total	179,200.00			
RECIPIENT	263,210.00	- 110 11 11		
AUTHORIZED SIGNATURE:	Darrell Caldwell	Darrell Caldwell		
			•	

NAZA Annex 8 - 2024-2025 Finalized Entries

Response ID: 17279

Submitted Date: 2024-05-29 21:09:25 Completion Time: 9 min. 10 sec.

Name of Organization Why We Can't Wait, Inc.

Days of Week of Afterschool Program

5 days per week

Afterschool site plan

**Community Site** 

Are you conducting summer programming?

Yes

Afterschool Program Name

**WWCW Afterschool Academy** 

Name of Community Site Location

**Cleveland Street Church** 

Address of Community Program Site

**608 Cleveland Street** 

Target School for Community Site

**KIPP Academy Nashville** 

Number of youths targeted for site

**62** 

3rd Party Van/Mini-bus needed?

No

Summer Program Name

**Cultivating Character in Millennials Leadership Academy** 

Name of Summer Site Location

**Cleveland Street Church** 

Summer Location address

# **608 Cleveland Street**

Number of summer youth targeted for site (If applicable, include total for July 2024 & June 2025)

**70** 

Proposed months of Summer programming

# Both

Will the organization's July 2024 and June 2025 programming have different timeframes?  $\mathbf{No}$ 

Weeks of Programming

8 weeks

Days per Week of Summer Program

5 days per week

Hours per Day

8 hours

Programming Time Frame

7:00 am - 4:00 pm

Grant contract between the Metropolitan	Government of Nashville and Davidson Coun	ty and
YMCA of Middle Tennessee, Contract #	July 1, 2024 – June 30, 2025	

# GRANT CONTRACT BETWEEN THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY AND YMCA OF MIDDLE TENNESSEE

This Grant Contract issued and entered into by and between the Metropolitan Government of Nashville and Davidson County, Nashville Public Library ("Metro") on behalf of Nashville After Zone Alliance (NAZA), and YMCA of Middle Tennessee, ("Recipient"), is for the provision of free and high-quality afterschool programs, as further defined in the "SCOPE OF PROGRAM". The Recipient's annual report and audit are incorporated herein by reference.

#### A. SCOPE OF PROGRAM:

# A.1. Schedule and Content

NAZA-funded programs will align with the Metro Schools calendar and be available to youth Monday through Thursday during the fall semester (September 3 to December 13, 2024) and spring semester (January 8 to May 9, 2025), on days when MNPS is in session. Programs should run at least for 28 weeks. NAZA-funded programs may choose to offer longer programs.

Please note that NAZA-funded programs will not begin before Labor Day due to unavailability of MNPS transportation.

NAZA-funded summer program with **YMCA of Middle Tennessee** will occur between July 1-31, 2024 and/or June 1-30, 2025. (not applicable to organizations not providing summer programming)

NAZA-funded activities should support youths' physical, social, emotional, cognitive and academic skills development, help them build purpose through learning, and have relevance to their real-life experiences. Throughout the program day, staff should intentionally infuse opportunities for youth to read, write, speak, and listen as well as allocate time for community building and reflection. When possible, programs should consider encouraging youth to be part of activity design or leading to enable them practice leadership skills. Each day should begin with check-in and snack/meals (when in person). Additional activities may be offered by the NAZA funded partner outside of this timeframe at the partner's expense, with no cost to youth and their families.

A typical program day should focus to creatively combine:

- School day supports (reading, homework, etc.)
- Enrichments (e.g. arts education; STEAM engineering challenges, service learning, etc.)
   reflecting youth voice and choice and have a learning focus, either provided by program staff or external enrichment partners.
- Focus on youth's skill building, in line with Nashville's Vision for Holistic Youth Development (curricula with activities will be available for each of the 12 skills).
- Other Experiences (e.g. physical activity, health and wellness, mental health, healthy eating
  activities, team games with rules, career exploration, field trips and other age-appropriate
  developmental activities.) that offer fun, support team and relationship building and foster holistic
  youth development.
- NAZA funds should not in any shape or form be related to any religious content or affiliation.
   NAZA-funded programs should not proselytize during their regular programming time, nor should

youth be accepted or denied based on their religious affiliation or commitment to engaging in any type of religious activities before or after NAZA programming time.

 While we encourage using various learning software and educational games to enhance youth learning, we strictly prohibit enabling access to any video games that include violence, shooting or other unwanted behaviors, especially those rated M for Mature, are of solely entertainment purposes during NAZA-funded time. Programming time should focus on young people's development.

Each after-school programming day should begin with check-in and a snack or meal. Additional activities may be offered by the funded partner outside of this timeframe at the partner's expense, with no cost to youth and their families.

Recipient must ask parents and youth (who are not participating in sports) to commit to attend regularly, on an on-going basis when program is in session, for both fall and spring semesters. **Only youth** who have returned a fully completed enrollment form may participate in NAZA-funded programs.

## Requirements for Programming

By initialing each item below, Recipient agrees to the following:

Supervision: Recipient commits to maintaining a staff: youth ratio not to exceed 1:15 at all times by establishing and maintaining a mechanism for substitutions. Youth will be supervised at all times by program staff.

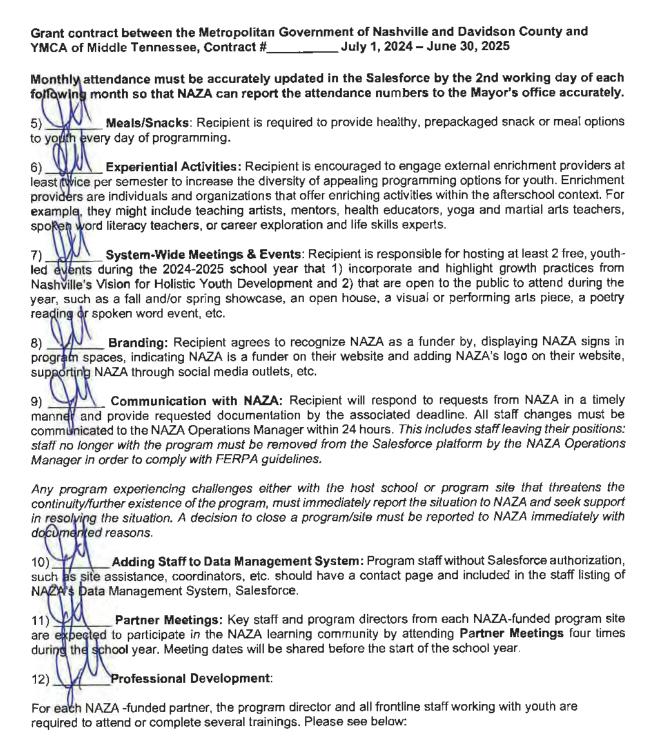
2. School Relationships: Recipient will be actively involved in communicating and collaborating with schools to enhance youth learning. They will participate in planning meetings with school principals and staff, including Community Achieves staff to help meet school outcomes and to track youth progress. Program staff will also meet with principals and school staff when needed or possible to address strategies for program recruitment, retention, and attendance tracking.

Recipient will receive space approval from school administration for programming.

Recruitment and Family Engagement: Recipient is responsible for recruiting youth, leading program activities, and engaging in family outreach. Recipient will promote consistent participation/retention levels by contacting each family/youth before programming begins, whenever absences begin to develop a pattern, and to confirm an exit/withdrawal if appropriate. Recipient will serve at least 90% of the youth they projected to serve.

Youth with no afterschool options should be the first priority for enrollment in NAZA-funded programs. If spots are available, youth participating in school-sponsored athletics can choose to attend school athletics as a portion of their NAZA-funded program time if they can commit to partially (at least one hour per day) attend NAZA-funded programming and the program has more than one staff on site. Only students participating in at least one hour of programming can benefit from a snack/meal, learning time, and transportation home and counted towards the funded slots. Only youth who have returned a fully completed enrollment form, signed by parent/guardian, may participate.

4) Attendance: Recipient commits to maintain daily attendance, updating the NAZA attendance tracking tool (Salesforce) on a weekly basis (daily direct attendance taking in the Salesforce is strongly recommended); this requires a computer or any other device with internet access. Recipient staff will ensure that youth sign in with their given first and last name daily using the NAZA approved sign-in sheets to verify youth participation. The youth attendance reflected on the sign-in sheet/daily attendance log must match the attendance entered into the Salesforce platform.



# Program Directors and Site Managers are required to attend the following:

- NAZA Essential Operations training
- Introduction to Positive Youth Development (PYD) training
- At least two trainings on the Growth Practices.
- Program Quality Basics (PQA Basics) either in person or online (online version is available at the partner's expense if missed scheduled training offered by NAZA)
- Any training required by MNPS for staff working in school buildings will be made available to NAZA partner staff.

Note: Program Directors and Site Managers who have successfully completed PYD in the past are exempt from retaking. The NAZA Essential Operations training will be archived and accessible online, while Introduction to Positive Youth Development will be conducted multiple times annually. Returning Program Directors and Site Coordinators who have previously completed the PQA Basics or SEL PQA will only need to redo the training every 3 years. Choosing to take SEL PQA requires a prior completion of PQA Basics.

# Program Directors and Site Managers strongly recommended trainings:

- Advanced Positive Youth Development
- Salesforce Student Management Systems
- Strategies for Employee Retention and Recruitment
- Any additional trainings offered to NAZA-funded partners supporting high-quality
  programming, as well as the achievement of their Program Improvement Plan. Returning site
  staff are encouraged to attend additional trainings that will support the program's continued
  quality improvement.
- Attend at least three professional development opportunities, in addition to other require trainings, either in-person or online, from the following: Weikart online trainings, Exploring Data Training, NAZA's Learning Management System (LMS), or NAZA Learn, Engage, Develop (L.E.D.) Conference.

For each NAZA -funded partner, front-line and part-time staff working with youth are required to attend or complete several trainings. Please see the following for requirements:

# Front-line and Part-time staff are required to attend the following trainings:

- Essential Operations training (only topics labeled and related to front-line and part-time staff)
- Positive Youth Development (new staff and staff who have not completed this requirement).
- . Two (2) trainings on the Growth Practices

# Front-line and Part-time staff strongly recommended trainings:

- Advanced Positive Youth Development
- Salesforce Student Management Systems
- · Strategies for Employee Retention and Recruitment
- Any additional trainings offered to NAZA-funded partners supporting high-quality
  programming, as well as the achievement of their Program Improvement Plan. Returning site
  staff are encouraged to attend additional trainings that will support the program's continued
  quality improvement.
- Attend at least three professional development opportunities, in addition to other require trainings, either in-person or online, from the following: Weikart online trainings, Exploring Data Training, NAZA's Learning Management System (LMS), or NAZA Learn, Engage, Develop (L.E.D.) Conference.

**Evaluation Tools:** 

All program directors/managers and site coordinators of NAZA-funded programs will participate in the **Program Quality Improvement (PQI)** cycle. Self-assessments will be required for both fall and spring semesters. External assessments may be scheduled per need and availability of external assessors.

The Youth Program Quality Improvement (YPQI) cycle is comprised of the following quality improvement activities, offered at no cost to Partners:

- a) A **baseline self-assessment** utilizing the Youth Program Quality Assessment (YPQA) or Social-Emotional Learning Program Quality Assessment (SEL PQA) tool. Program staff conduct pre-self-assessment of their program and enter results in YPQI's Scores Reporter.
- b) Developing and uploading a **Program Improvement Plan** based on the results of all available YPQA or SELPQA assessment tools (i.e. self-assessments, external assessments, and Leading Indicator Survey results).
- c) A follow-up YPQA/SEL PQA self-assessment at the end of the school year, also entered into Scores Reporter, and planning for the following fall semester based on the results of this assessment.
- d) An external assessment will be conducted by assessors trained by Weikart Center every three years for returning partners unless otherwise requested. For new partners one external assessment will be conducted annually for the for the first three years.
- e) The two assessments are reviewed to develop an understanding of how well the program is performing with regard to NAZA Quality Standards.
- f) Additionally, NAZA-funded partners are required to administer YPQI's **Leading Indicators Survey, Youth** annually in the spring semester to youth enrolled at each site to capture youth experience with the program.
- g) NAZA-funded partners are required to administer YPQI's as **Leading Indicators Survey**, **Staff** annually in the spring semester to capture the experiences of staff with the program.
- h) NAZA-funded partners are also required to administer YPQI's **Leading Indicators Survey**, **Managers** annually in the spring semester to capture the experiences of administrators with the program.
- i) NAZA-funded partners are also required to provide access to YPQI's **Leading Indicators Survey, Family** annually in the spring semester to attempt to capture the experiences of parents and quardians of youth in the program.
- j) NAZA partners will have access to **students' school data** through the **data-sharing agreement** between NAZA/NPL and MNPS. Partners will be required to attend two trainings <u>as soon as they become available</u> on: 1) Responsible use of data, and 2) Understanding the academic data.
- k) Partners will be required to sign the data-sharing sub-agreement (to be attached to the contract) of this document and adhere to all requirements under that document so that they can have access to student data.
- Youth Survey: Recipient is required to administer a one-time Leading Indicator Survey, Youth to enrolled youth at each site in the spring semester.
- 15) Staff Survey (Director/Manager and Frontline): Recipient is required to administer a one-time Leading Indicator Survey, Staff by program staff the spring semester.
- 16) Family Survey: Recipient is required to provide families access to a one-time Leading Indicator Survey, Family by program administrators the spring semester.
- 17) Compliance with MNPS Requirements: Programs offered at participating Metro schools will operate in full compliance with MNPS requirements, including covid-related procedures, liability

Grant contract between the Metropolitan	Government of Nashville and Davidson Cou	inty and
YMCA of Middle Tennessee, Contract #	July 1, 2024 – June 30, 2025	

insurance, criminal background checks, non-discrimination, ADA, and other related standard Metro requirements, confidentiality of student records per FERPA, operation as a non-profit, and transportation policies (as appropriate).

# Operational Policies:

Recipient will operate in full compliance with the following policies and maintain relevant documentation to verify compliance with the policies. Recipient agrees to:

- Maintain an active 501(c)(3) registration unless the applicant is a public entity.
- Maintain up-to-date certificates verifying the following insurance: commercial general liability, sexual/abuse/sexual harassment, automobile liability (if applicable) and professional liability insurance with limits not less than one million dollars each occurrence. The Recipient shall provide an updated certificate of insurance upon expiration of the current certificate.
- Nondiscrimination, which precludes Recipient from discriminating on the basis of race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability in admission, access to, or operation of programs, services, or activities. Note that Metro does not discriminate on the basis of race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability in admission to, access to, or operation of programs, services, or activities. Metro does not discriminate in hiring or employment practices.
- Follow MNPS operating procedures on verification of criminal background checks on all program staff
  and volunteers. On school grounds, the MNPS criminal background check contractor shall be used for
  employees. As long as there is no break in service with the agency, staff will not be required to be
  fingerprinted yearly. If there is any break in service at all, or if they must go through a rehiring process,
  they are required to complete a background check including fingerprinting.
- Ensure that all educational records created, disclosed or maintained pursuant to the terms of this
  contract are confidential and shall be created, disclosed and maintained pursuant to the provisions of
  the Family Educational Rights and Privacy Act (20 U.S.C.A. s #1232g), its regulations and Board of
  Education policy.
- Appropriately spend Metro dollars, document the spending, and follow Metro guidelines for allowable
  costs. Recipient is responsible for properly documenting the spending under their contracts, organizing
  the documentation separately by year, and storing that documentation for three years for auditing
  purposes. The documents must be readily available for a Metro Audit.
- Meet NAZA's Minimum Quality Standards (see Annex 4) and maintain relevant documentation to verify compliance with the policies.
- Meet the 2024-2025 Performance Indicators specific to the Recipient (see Annex 6).
- Maintain accurate youth enrollment forms (Annex 7) and ensure that all youth have enrollment
  forms signed before they accept a youth into their program. Enrollment forms, as well as evidence
  to back up outputs and outcomes cited in narrative reports, must be maintained by the Recipient and
  stored for three years for auditing purposes. The documents must be readily available any time that the
  Metro requests them, including as part of an Audit.

Enrollment forms must be fully completed and accurate. Forms should include legitimate first and last names youth, their birthdates, student ID numbers, names of legal guardians and emergency contacts, and accurate addresses, phone numbers, e-mails and medical information (as needed) among other information pieces.

In summary, the Recipient will commit to the following:

- Delivering quality afterschool (and summer, if chosen) programming for the fall and spring semesters in locations identified in Annex 8, aligned with MNPS scheduling;
- Submitting daily attendance using the NAZA attendance tracking tool, keeping all data updated on a weekly basis, along with all supporting documentation. Ensure monthly attendance updates are in the system by the second working day of each month;
- Serving at least 90 percent of the number of youth the Agency projected to serve for the 2024-2025 school year, reflecting ongoing youth recruitment activities, engaging programming, and strong communications with the school community; and
- 4. Full implementation of program quality requirements, including administration of the youth survey.

Violation or breach of this scope may result in <u>Corrective Action</u>. Continued violation could result in termination of the contract.

- A.2. The Recipient must spend these funds consistent with the Grant Budget, attached and incorporated herein as **Annex 3**. The Recipient must collect data to evaluate the effectiveness of their services and must provide those results to Metro upon request.
- A.3. The Recipient will only utilize these funds for services the Recipient provides to **documented residents of Davidson County**. Documentation of residency may be established with a recent utility bill; voter's registration card; driver's license or other government issued-ID; current record from a school showing address; affidavit by landlord; or affidavit by a nonprofit treatment, shelter, half-way house, or homeless assistance entity located within Davidson County. Recipient agrees that it will not use Metro funding for services to non-Davidson County residents.
- A.4. Additionally, the Recipient must collect data on the primary county of residence of the clients it serves and provide that data to Metro upon request.

## B. GRANT CONTRACT TERM:

- B.1. Grant Contract Term. The term of this Grant will be twelve (12) months, commencing on July 1, 2024 and ending on June 30, 2025. Metro will have no obligation for services rendered by the Recipient that are not performed within this term.
- B.2. **Extendable Grants.** This grant may be extended by 12 months, not exceed 60 months (with 12-month terms each time upon annual approval/availability of NAZA funds). To be considered for extension, Recipients must meet the following conditions:
  - NAZA funded-partner for 5 years with no contract disruption or corrective action plan within the
    past 12 months;
  - Exhibit low-risk on Metro Risk Assessment tool;
  - Present annual audit covering the past 12 months, as of May 1st of the current year;
  - Pass annual compliance checks;
  - Meet performance indicators set in the contract.

Upon meeting all of the criteria above a grant contract extension may be offered annually through a contract amendment process.

#### C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event will Metro's maximum liability under this Grant Contract exceed \$176,760 (72 slots for afterschool, 40 slots for summer, and transportation). The Grant Budget will constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient's obligations hereunder. The Grant Budget line items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Recipient.

Subject to modification and amendments as provided in section D.2 of this agreement, this amount will constitute the Grant Amount and the entire compensation to be provided to the Recipient by Metro.

- C.2. Use of Funds. NAZA funds may be used for educational purposes only; organizations funded by NAZA must not promote religious practices nor proselytize during programming time. Such activities may be offered by funded partners outside of their NAZA-funded program time. However, MNPS transportation and other NAZA resources will not be available, and youth who do not wish to participate must not be penalized in any way.
- C.3 Payment Methodology. The Recipient will only be compensated for actual costs based upon the Grant Budget and reconciliation reports, not to exceed the maximum liability established in Section C.1.

Recipient can expect to receive three payments during the contracted year. Each payment will be received no later than 30 days from the invoice date of the finalized and NAZA approved statement.

First invoice may include up to 50% of the total awarded amount as an advance request to enable programs to procure necessary supplies for beneficiary youth and hire qualified staff to enable proper programming from the beginning of the year.

The first invoice will be processed after the contract is filed with Metro Clerk and within 30 days from the date of the finalized and approved invoice receipt by NAZA.

The second invoice of up to 40% of the total awarded amount will be processed based on the actual expenditures of the programs. The invoice must be submitted by January 15<sup>th</sup> along with the second scheduled expenditure report.

The third and final invoice of up to 10% of the total awarded amount will be processed upon the receipt of the Year-End narrative and expenditure report due July 10th. Any invoice not received by the deadline date will not be processed and all remaining grant funds will expire. This final payment will equal the total actual spending for the contract year and cannot exceed the approved awarded amount. No invoice for 2024-2025 school year will be processed after July 10, 2025.

All actually reported expenditures must have backup documentation filed at the recipient organization for Metro Audit.

If the contract is terminated earlier or any funds remain unspent based on the reports, the unspent amounts will be returned to Metro.

Recipient must send all invoices to:

Nashville After Zone Alliance 615 Church St, Nashville, TN 37219 or emailed to Teriz.Fahmy@nashville.gov

# C.4. Reporting

**Expenditure Report.** All Recipients will submit quarterly expenditure reports. Report templates will be provided by NAZA.

All grantees must submit expenditure reports four times a year to reconcile grant receipts with grant revenues. NAZA will monitor fund recipients for compliance with reporting requirements. Failure to comply with the reporting requirements would constitute a violation of the grant contract. The expenditure reports format is shown on Annex 2 attached to this contract. The quarterly expenditure reports are due on the 15th of October, January, and April, with the final report due July 10, 2025.

Said report must be in form and substance acceptable to Metro and must be prepared by a Certified Public Accounting Firm or the Chief Financial Officer of the Recipient Organization.

#### Program Report

All grantees must submit programmatic report once a year to explain how the grant has been used on behalf of the citizens of Davidson County. The report is due on July 10, 2025.

Failure to comply with the program reporting requirements would constitute a violation of the grant contract. NAZA will provide the template during the year.

- C.5. Payment of Invoice. The payment of any invoice by Metro will not prejudice Metro's right to object to the invoice or any other related matter. Any payment by Metro will neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs included therein.
- C.6. Unallowable Costs. The Recipient's invoice may be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by Metro, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs. Utilization of Metro funding for services to non-Davidson County residents is not allowed.
- C.7. **Deductions.** Metro reserves the right to adjust any amounts which are or become due and payable to the Recipient by Metro under this or any Contract by deducting any amounts which are or become due and payable to Metro by the Recipient under this or any Contract.
- C.8. **Travel Compensation.** Payment to the Recipient for travel, meals, or lodging is subject to amounts and limitations specified in Metro's Travel Regulations and subject to the Grant Budget.
- C.9. Electronic Payment. Metro requires as a condition of this contract that the Recipient have on file with Metro a completed and signed "ACH Form for Electronic Payment". If Recipient has not previously submitted the form to Metro or if Recipient's information has changed, Recipient will have thirty (30) days to complete, sign, and return the form. Thereafter, all payments to the Recipient, under this or any other contract the Recipient has with Metro, must be made electronically.

# D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. Metro is not bound by this Grant Contract until it is approved by the appropriate Metro representatives as indicated on the signature page of this Grant.
- D.2. **Modification and Amendment.** This Grant Contract may be modified only by a written amendment that has been approved in accordance with all Metro procedures and by appropriate legislation of the Metropolitan Council.

- D.3. Termination for Cause. Metro shall have the right to terminate this Grant Contract immediately if Metro determines that Recipient, its employees or principals have engaged in conduct or violated any federal, state or local laws which affect the ability of Recipient to effectively provide services under this Grant Contract. Should the Recipient fail to properly perform its obligations under this Grant Contract or if the Recipient violates any terms of this Grant Contract, Metro will have the right to immediately terminate the Grant Contract and the Recipient must return to Metro any and all grant monies for services or programs under the grant not performed as of the termination date. The Recipient must also return to Metro any and all funds expended for purposes contrary to the terms of the Grant Contract. Such termination will not relieve the Recipient of any liability to Metro for damages sustained by virtue of any breach by the Recipient.
- D.4. Termination—Notice. Metro may terminate this Grant Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the Recipient. Metro shall give the Recipient at least thirty (30) days written notice before the effective termination date.
- D.5. Termination –Funding. This Grant Contract is subject to the appropriation and availability of local, State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, Metro shall have the right to terminate this Grant Contract immediately upon written notice to the Recipient. Upon receipt of the written notice, the Recipient shall cease all work associated with this Grant Contract on or before the effective termination date specified in the written notice. Should such an event occur, the Recipient shall be entitled to compensation for all satisfactory and authorized services completed as of the effective termination date. The Recipient shall be responsible for repayment of any funds already received in excess of satisfactory and authorized services completed as of the effective termination date.
- D.6. Subcontracting. The Recipient may not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of Metro. Notwithstanding any use of approved subcontractors, the Recipient will be considered the prime Recipient and will be responsible for all work performed.
- D.7. Conflicts of Interest. The Recipient warrants that no part of the total Grant Amount will be paid directly or indirectly to an employee or official of Metro as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Recipient in connection with any work completed or performed relative to this Grant Contract.
- D.8. Nondiscrimination. The Recipient hereby agrees, warrants, and assures that no person will be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Recipient on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification which is in violation of applicable laws. The Recipient must, upon request, show proof of such nondiscrimination and must post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.9. Records. The Recipient must maintain documentation for all charges to Metro under this Grant Contract. The books, records, and documents of the Recipient, insofar as they relate to work performed or money received under this Grant Contract, must be maintained for a period of three (3) full years from the date of the final payment or until the Recipient engages a licensed independent public accountant to perform an audit of its activities. The books, records, and documents of the Recipient insofar as they relate to work performed or money received under this Grant Contract are subject to audit at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. Records must be maintained in accordance with the standards outlined in the Non-Profit Grants Manual. The financial statements must be prepared in accordance with generally accepted accounting principles.

- D.10 Monitoring. The Recipient's activities' conducted and records maintained pursuant to this Grant Contract are subject to monitoring and evaluation by The Metropolitan Office of Financial Accountability or Metro's duly appointed representatives. The Recipient must make all audit, accounting, or financial records, notes, and other documents pertinent to this grant available for review by the Metropolitan Office of Financial Accountability, Internal Audit or Metro's representatives, upon request, during normal working hours.
- D.11. **Narrative Reporting.** The Recipient must submit a <u>Year-End Program Report</u>, to be received by July 10th. Said report shall detail the outcome of the activities funded under this Grant Contract.
- D.12. **Financial Reporting.** The Recipient must submit quarterly expenditure report for the 2024-2025 programming year to reconcile grant receipts with grant revenues. Reports must be received no later than the 15th day of October, January, and April and July 10 of FY '25 (July 1, 2024 June 30, 2025).
- D.13. Strict Performance. Failure by Metro to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement is not a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract is considered to be waived, modified, or deleted except by a written amendment by the appropriate parties as indicated on the signature page of this Grant.
- D.14. **Insurance.** The Recipient agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all applicable taxes incident to this Grant Contract.

#### D.14.1 Proof of Insurance

During the term of this Contract, for any and all awards, CONTRACTOR shall, at its sole expense, obtain and maintain in full force and effect for the duration of this Contract, including any extension, the types and amounts of insurance identified below by a checked box. Proof of insurance shall be required naming METRO as additional insured and identifying the Purchase Order on the Acord document.

# D.14.2 General Liability Insurance

In the amount of one million (\$1,000,000.00) dollars

# D.14.3 Automobile Liability Insurance

In the amount of one million (\$1,000,000.00) dollars (if vendor will be making on-site deliveries)

#### D.14.4 Worker's Compensation Insurance

With statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand (\$100,000.00) dollars, as required by the laws of Tennessee (Not required for companies with fewer than five (5) employees).

#### D.14.5 Sexual Molestation and Abuse Insurance

In the amount of one million (\$1,000,000.00) dollars.

#### D.14.6 Such insurance shall:

Contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

For any claims related to this agreement, CONTRACTOR'S insurance coverage shall be primary insurance as respects METRO, its officers, officials, employees, and volunteers. Any insurance or

self-insurance programs covering METRO, its officials, officers, employees, and volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it.

Automotive Liability Insurance including vehicles owned, hired, and non-owned. Said insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of CONTRACTOR.

Worker's Compensation (if applicable), CONTRACTOR shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance. CONTRACTOR shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by CONTRACTOR'S workers' compensation insurance coverage.

#### D.14.7

Prior to commencement of services, CONTRACTOR shall furnish METRO with original certificates and amendatory endorsements affecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to:

DEPARTMENT OF LAW
INSURANCE AND RISK MANAGEMENT
METROPOLITAN COURTHOUSE, SUITE 108
PO BOX 196300
NASHVILLE, TN 37219-6300

Provide certified copies of endorsements and policies if requested by METRO in lieu of or in addition to certificates of insurance.

Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services. Maintain such insurance from the time services commence until services are completed and attach the certificates of insurance in the METRO system. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by METRO as a material breach of contract.

Place such insurance with insurer licensed to business in Tennessee and having A.M. Best Company ratings of no less than A-. Modification of this standard may be considered upon appeal to the METRO Director of Risk Management Services.

Require all subcontractors to maintain during the term of the agreement Commercial General Liability insurance, Business Automobile Liability insurance, and Worker's Compensation/Employers Liability insurance (unless subcontractor's employees are covered by CONTRACTOR'S insurance) in the same manner as specified for CONTRACTOR. CONTRACTOR shall file subcontractor's certificates of insurance in METRO's system.

Any deductibles and/or self-insured retentions greater than \$10,000.00 must be disclosed to and approved by METRO prior to the commencement of services.

If the CONTRACTOR has or obtains primary or excess policy(ies), there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.

D.15. Metro Liability. Metro will have no liability except as specifically provided in this Grant Contract.

- D.16. Independent Contractor. Nothing herein will in any way be construed or intended to create a partnership or joint venture between the Recipient and Metro or to create the relationship of principal and agent between or among the Recipient and Metro. The Recipient must not hold itself out in a manner contrary to the terms of this paragraph. Metro will not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.
- D.17. Indemnification and Hold Harmless.
  - (a) Recipient agrees to indemnify, defend, and hold harmless Metro, its officers, agents and employees from any claims, damages, penalties, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Recipient, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract, and any claims, damages, penalties, costs and attorney fees arising from any failure of Recipient, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
  - (b) Metro will not indemnify, defend or hold harmless in any fashion the Recipient from any claims, regardless of any language in any attachment or other document that the Recipient may provide.
  - (c) Recipient will pay Metro any expenses incurred as a result of Recipient's failure to fulfill any obligation in a professional and timely manner under this Contract.
  - (d) Recipient's duties under this section will survive the termination or expiration of the grant.
- D.18. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party. Except as provided in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a breach under this Grant Contract. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. Recipient will promptly notify Metro within forty-eight (48) hours of any delay caused by a Force Majeure Event and will describe in reasonable detail the nature of the Force Majeure Event.
- D.19. State, Local and Federal Compliance. The Recipient agrees to comply with all applicable federal, state and local laws and regulations in the performance of this Grant Contract. Metro shall have the right to terminate this Grant Contract at any time for failure of Recipient to comply with applicable federal, state or local laws in connection with the performance of services under this Grant Contract.
- D.20. Governing Law and Venue. The validity, construction and effect of this Grant Contract and any and all extensions and/or modifications thereof will be governed by and construed in accordance with the laws of the State of Tennessee. The venue for legal action concerning this Grant Contract will be in the courts of Davidson County, Tennessee.
- D.21. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.22. Headings. Section headings are for reference purposes only and will not be construed as part of this Grant Contract.

D.23. Metro Interest in Equipment. The Recipient will take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Grant Contract, subject to Metro's equitable interest therein, to the extent of its pro rafa share, based upon Metro's contribution to the purchase price. "Equipment" is defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$5,000.00.

The Recipient agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at any time during the term of the Grant Contract, the Recipient must request written approval from Metro for any proposed disposition of equipment purchased with Grant funds. All equipment must be disposed of in such a manner as parties may agree as appropriate and in accordance with any applicable federal, state or local laws or regulations.

- D.24. Assignment—Consent Required. The provisions of this contract will inure to the benefit of and will be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Recipient under this contract, neither this contract nor any of the rights and obligations of Recipient hereunder may be assigned or transferred in whole or in part without the prior written consent of Metro. Any such assignment or transfer will not release Recipient from its obligations hereunder. Notice of assignment of any rights to money due to Recipient under this Contract must be sent to the attention of the Metro Department of Finance.
- Gratuities and Kickbacks. It will be a breach of ethical standards for any person to offer, give or D.25. agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparations of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It will be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from participation in Metropolitan Government contracts.
- D.26. Communications and Contacts. All instructions, notices, consents, demands, or other communications from the Recipient required or contemplated by this Grant Contract must be in writing and must be made by facsimile transmission, or by first class mail, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

Metro

For contract-related matters: Nashville Public Library NAZA Communications Manager 615 Church Street Nashville, TN 37219 (615) 862-5894 For inquiries regarding invoices: Nashville Public Library NAZA Procurement Officer 615 Church Street Nashville, TN 37219 615-862-5800 ext. 73731

Recipient

Justin Bauer, Executive Director of Sponsored Programs YMCA of Middle Tennessee 1000 Church St. Nashville, TN 37203 615-259-9622

- D.27. Lobbying. The Recipient certifies, to the best of its knowledge and belief, that:
  - a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Recipient must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - c. The Recipient will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all subcontractors of federally appropriated funds shall certify and disclose accordingly.

# D.28. Certification Regarding Debarment and Convictions.

- Recipient certifies that Recipient, and its current and future principals:
  - are not presently debarred, suspended, or proposed for debarment from participation in any federal or state grant program;
  - have not within a three (3) year period preceding this Grant Contract been convicted of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) grant;
  - have not within a three (3) year period preceding this Grant Contract been convicted of embezzlement, obstruction of justice, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
  - iii. are not presently indicted or otherwise criminally charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in sections D.25(a)(ii) and D.25(a)(iii) of this certification.
- b. Recipient shall provide immediate written notice to Metro if at any time Recipient learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals fall under any of the prohibitions of Section D.25(a).

D.29. Effective Date. This contract will not be binding upon the parties until it has been signed first by the Recipient and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this contract will be effective as of the date first written above.

#### Annexes

The following annexes constitute part of this contract:

Annex 1 – Metro Invoice Template

Annex 5 – Partner Data-Sharing Sub-Agreement

Annex 2 – Expenditure Report Template

Annex 6 – Performance Indicators

<u>Annex 3</u> – Budget <u>Annex 7</u> – Enrollment forms

Annex 4 - Minimum Standards for NAZA funding Annex 8 - Program site/s

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Grant contract between the Metropolitan Government 4 Metropolitan Government 4 Grant 4	
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:	RECIPIENT: YMCA of Middle Tennessee
APPROVED AS TO AVAILABILITY OF FUNDS:	By (Signature):
Kevin Crumbo/mjw	Authorized Officer Name: John Mikas
Director of Finance	Title: President & CEO
	Sworn to and subscribed to before me a Notary Public, this 23 day of may, 2024
APPROVED AS TO RISK AND INSURANCE:	Notary Public Rush Sun Cof
Balogun Cobb	- NA ANA
Director of Insurance  APPROVED AS TO FORM AND LEGALITY:  Matthew Garth	STATE OF TENNESSEE NOTARY PUBLIC SON COLLINIA
Metropolitan Attorney	
FILED IN THE OFFICE OF THE CLERK:	
Metropolitan Clerk	
	My Commission expires Tanuary 6, 2025
NASHVILLE PUBLIC LIBRARY	
DocuSigned by:	
tim luke 5/29/2024	
Interim Library Director	_

Metropolitan Government of Nashv	ille and Davidson Col	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
		Funda For FV 2025 Bro	
		Funds For FY 2025 Pro	gram
	YMCA of Middle		
ORGANIZATION NAME	Tennessee	CONTRACT # (Office Use):	
PROGRAM NAME	Y uest	START DATE:	7/1/2024
ADDRESS	1000 Church Street	END DATE:	6/30/2025
CITY, STATE & ZIP	Nashville TN 37203	CONTACT PERSON	Ryan Jarrett
FEDERAL ID # (EIN)	62-0476243	CONTACT FERSON  CONTACT TELEPHONE	(615) 259-9622 Ext. 70197
	TOTAL BUDGET		
COST CATEGORIES	REQUEST (\$125,560)		BUDGET EXPLANATION/DETAILS
After-School Programs	, ,	After-school program starts 09/03/	2024   Per slot rate for afterschool is \$1,355
Alter-School Programs		Arter-scribbi program starts 09/03/	2024   Fel Slot late for alterschool is \$1,333
Salarias and Wages	60 020 20	10% allocation for 3 Program Director hours a week; 12.65% allocation of l	rs - Davidson (\$22.60/hour); 3 part-time Program Leads (\$19.33/ hour) for 20
Salaries and Wages			
Benefits and Taxes  Total Personnel Expenses	\$ 9,211.00 <b>69,250.38</b>	Fringe Benefits (at 28.9% of base for	Full Time employees and 7.65% for Part Time employees)
Office Supplies	0.00	N/A	
Communications	0.00		
Postage and Shipping	0.00		
Occupancy	0.00		
Equipment Rental and Maintenance		N/A	
Printing and Publications Travel/Conferences & Meetings	0.00		
Insurance	0.00	N/A	
miodranio	0.00	\$75 per youth for program supplies	
Direct youth costs (learning supplies,		including office supplies, curriculum	
learning software, programs, games,		expenses and supports, recreational	
food, etc.) Afterschool/summer transportation	5,400.00 28,000.00	supplies	
Field Trips		Estimated at \$1 000 per trip: expensi	es include transportation and admission expenses
Tied Tipe	1,000.00	Estimated at \$1,000 per trip, expense	so motado transportation and darmoson expenses
Professional Fees/Enhancement			
partners	6,000.00	Estimated at \$125 per hour/class for	16 hours per site over three sites
		Special events \$300 for each youth-	led community showcase event (2 per site per year at the end of each term);
Other Non-Personnel	1,800.00	expenses include presentation mater	
Indirect Cost		·	·
	14,109.62	YMCA Board of Directors approved i	ate of 12.66% for 2024
Total Non-personnel Afterschool sub-total	56,309.62 125,560.00		
7.000.000.000.000	120,000100		
Summer Programs	51,200		rcle is July 1-31,2024 and June 1-30, 2025   Per slot rate for summer to be laximum cost per youth slot for summer program is \$320 per week for week for 8 hours per day.
			)
			Specialist (\$29.03/hour) and four Prevention Directors (\$22.59/hour and b (4 weeks at 40 hours/week); four Part time program leads (\$19.00/hour) x 25
Salaries and Wages	26,759.87	hours per week	o (4 wooks at 40 hours, wook), four t art time program loads (\$10.00/hour) x 20
Benefits and Taxes	6.186.61	Fringe Benefits (at 28.9% of base for	Full Time employees and 7.65% for Part Time employees)
Total Personnel Expenses	32,946.48		1 7
Office Supplies			or % of total cost charged to this grant
Communications  Postage and Shipping			or % of total cost charged to this grant
Postage and Shipping Occupancy			or % of total cost charged to this grant or % of total cost charged to this grant
- · · -p			
Equipment Rental and Maintenance	0.00	Estimated unit number and unit cost	or % of total cost charged to this grant
Printing and Publications	1,000.00	Summer camp t-shirts for participant	<u> </u>
Printing and Publications Travel/Conferences & Meetings	1,000.00 2,500.00	Summer camp t-shirts for participant Gas/Transportation for field trips	s and staff members
Printing and Publications Travel/Conferences & Meetings Insurance	1,000.00 2,500.00	Summer camp t-shirts for participant	s and staff members
Printing and Publications Travel/Conferences & Meetings Insurance Direct youth costs (learning supplies,	1,000.00 2,500.00	Summer camp t-shirts for participant Gas/Transportation for field trips	s and staff members
Printing and Publications Travel/Conferences & Meetings Insurance	1,000.00 2,500.00 0.00	Summer camp t-shirts for participant Gas/Transportation for field trips	s and staff members on this grant
Printing and Publications Travel/Conferences & Meetings Insurance Direct youth costs (learning supplies, learning software, programs, games,	1,000.00 2,500.00 0.00	Summer camp t-shirts for participant Gas/Transportation for field trips Unit cost or % of total cost charged to	s and staff members or this grant
Printing and Publications Travel/Conferences & Meetings Insurance Direct youth costs (learning supplies, learning software, programs, games,	1,000.00 2,500.00 0.00	Summer camp t-shirts for participant Gas/Transportation for field trips Unit cost or % of total cost charged to	s and staff members or this grant
Printing and Publications Travel/Conferences & Meetings Insurance Direct youth costs (learning supplies, learning software, programs, games,	1,000.00 2,500.00 0.00 4,000.00	Summer camp t-shirts for participant Gas/Transportation for field trips Unit cost or % of total cost charged to Food and supplies, at \$100/youth for	s and staff members on this grant
Printing and Publications Travel/Conferences & Meetings Insurance Direct youth costs (learning supplies, learning software, programs, games, food, etc.)  Field Trips	1,000.00 2,500.00 0.00 4,000.00	Summer camp t-shirts for participant Gas/Transportation for field trips Unit cost or % of total cost charged to Food and supplies, at \$100/youth for Includes admission and refreshment Estimated at \$100 per hour/class, for	s and staff members  to this grant  40 youth  s for up to three trips for 40 students during une 2025, at \$25/student/trip  20 hours of enrichment programming provided by third-party enrichment
Printing and Publications Travel/Conferences & Meetings Insurance Direct youth costs (learning supplies, learning software, programs, games, food, etc.)  Field Trips  Professional Fees/Enhancement part	1,000.00 2,500.00 0.00 4,000.00 3,000.00	Summer camp t-shirts for participant Gas/Transportation for field trips Unit cost or % of total cost charged to Food and supplies, at \$100/youth for Includes admission and refreshment	s and staff members  to this grant  40 youth  s for up to three trips for 40 students during une 2025, at \$25/student/trip  20 hours of enrichment programming provided by third-party enrichment
Printing and Publications Travel/Conferences & Meetings Insurance Direct youth costs (learning supplies, learning software, programs, games, food, etc.)  Field Trips  Professional Fees/Enhancement part Other Non-Personnel	1,000.00 2,500.00 0.00 4,000.00 3,000.00 0.00	Summer camp t-shirts for participant Gas/Transportation for field trips Unit cost or % of total cost charged to Food and supplies, at \$100/youth for Includes admission and refreshment Estimated at \$100 per hour/class, for partners during une 2025 at one day	s and staff members  to this grant  40 youth  for up to three trips for 40 students during une 2025, at \$25/student/trip  20 hours of enrichment programming provided by third-party enrichment of camp location
Printing and Publications Travel/Conferences & Meetings Insurance Direct youth costs (learning supplies, learning software, programs, games, food, etc.)  Field Trips  Professional Fees/Enhancement part Other Non-Personnel Indirect Cost	1,000.00 2,500.00 0.00 4,000.00 3,000.00 0.00 5,753.52	Summer camp t-shirts for participant Gas/Transportation for field trips Unit cost or % of total cost charged to Food and supplies, at \$100/youth for Includes admission and refreshment Estimated at \$100 per hour/class, for	s and staff members  to this grant  40 youth  for up to three trips for 40 students during une 2025, at \$25/student/trip  20 hours of enrichment programming provided by third-party enrichment of camp location
Printing and Publications Travel/Conferences & Meetings Insurance Direct youth costs (learning supplies, learning software, programs, games, food, etc.)  Field Trips  Professional Fees/Enhancement part Other Non-Personnel Indirect Cost  Total Non-personnel	1,000.00 2,500.00 0.00 4,000.00 3,000.00 0.00 5,753.52 18,253.52	Summer camp t-shirts for participant Gas/Transportation for field trips Unit cost or % of total cost charged to Food and supplies, at \$100/youth for Includes admission and refreshment Estimated at \$100 per hour/class, for partners during une 2025 at one day	s and staff members  to this grant  40 youth  for up to three trips for 40 students during une 2025, at \$25/student/trip  20 hours of enrichment programming provided by third-party enrichment of camp location
Printing and Publications Travel/Conferences & Meetings Insurance Direct youth costs (learning supplies, learning software, programs, games, food, etc.)  Field Trips Professional Fees/Enhancement part Other Non-Personnel Indirect Cost  Total Non-personnel Summer sub-total	1,000.00 2,500.00 0.00 4,000.00 3,000.00 0.00 5,753.52 18,253.52 51,200.01	Summer camp t-shirts for participant Gas/Transportation for field trips Unit cost or % of total cost charged to Food and supplies, at \$100/youth for Includes admission and refreshment Estimated at \$100 per hour/class, for partners during une 2025 at one day	s and staff members  to this grant  40 youth  for up to three trips for 40 students during une 2025, at \$25/student/trip  20 hours of enrichment programming provided by third-party enrichment of camp location
Printing and Publications Travel/Conferences & Meetings Insurance Direct youth costs (learning supplies, learning software, programs, games, food, etc.)  Field Trips  Professional Fees/Enhancement part Other Non-Personnel Indirect Cost  Total Non-personnel	1,000.00 2,500.00 0.00 4,000.00 3,000.00 0.00 5,753.52 18,253.52	Summer camp t-shirts for participant Gas/Transportation for field trips Unit cost or % of total cost charged to Food and supplies, at \$100/youth for Includes admission and refreshment Estimated at \$100 per hour/class, for partners during une 2025 at one day YMCA Board of Directors approved to the state of the state	s and staff members  to this grant  40 youth  for up to three trips for 40 students during une 2025, at \$25/student/trip  20 hours of enrichment programming provided by third-party enrichment of camp location
Printing and Publications Travel/Conferences & Meetings Insurance Direct youth costs (learning supplies, learning software, programs, games, food, etc.)  Field Trips  Professional Fees/Enhancement part Other Non-Personnel Indirect Cost  Total Non-personnel Summer sub-total TOTAL	1,000.00 2,500.00 0.00 4,000.00 3,000.00 0.00 5,753.52 18,253.52 51,200.01 176,760.00 YMCA of Middle Tenn	Summer camp t-shirts for participant Gas/Transportation for field trips Unit cost or % of total cost charged to Food and supplies, at \$100/youth for Includes admission and refreshment Estimated at \$100 per hour/class, for partners during une 2025 at one day YMCA Board of Directors approved to	s and staff members  to this grant  40 youth  for up to three trips for 40 students during une 2025, at \$25/student/trip  20 hours of enrichment programming provided by third-party enrichment of camp location
Printing and Publications Travel/Conferences & Meetings Insurance Direct youth costs (learning supplies, learning software, programs, games, food, etc.)  Field Trips  Professional Fees/Enhancement part Other Non-Personnel Indirect Cost  Total Non-personnel Summer sub-total RECIPIENT	1,000.00 2,500.00 0.00 4,000.00 3,000.00 0.00 5,753.52 18,253.52 51,200.01	Summer camp t-shirts for participant Gas/Transportation for field trips Unit cost or % of total cost charged to Food and supplies, at \$100/youth for Includes admission and refreshment Estimated at \$100 per hour/class, for partners during une 2025 at one day YMCA Board of Directors approved to	s and staff members  to this grant  40 youth  s for up to three trips for 40 students during une 2025, at \$25/student/trip  20 hours of enrichment programming provided by third-party enrichment of camp location

DATE 5/24/2024	TITLE	Y-CAP Senior Prevention Specialist	
	DATE	5/24/2024	

NAZA Annex 8 - 2024-2025 Finalized Entries

Response ID: 17215

Submitted Date: 2024-05-24 12:39:40 Completion Time: 4 min. 53 sec.

Name of Organization

**YMCA of Middle Tennessee** 

Days of Week of Afterschool Program

5 days per week

Afterschool site plan

**Both** 

Are you conducting summer programming?

Yes

Name of School Site Location

William Henry Oliver Middle School

Address of School Program Site

6211 Nolensville Pike, Nashville, TN 37211

School Partnership Level

**Renewing Partnership** 

Number of youths targeted for site

24

Type of transportation needed?

**MNPS Evening Bus** 

Name of Community Site Location

**Northwest Family YMCA** 

Address of Community Program Site

3700 Ashland City Hwy, Nashville, TN 37218

Target School for Community Site

**IT Creswell Middle School of the Arts** 

Number of youths targeted for site

24

3rd Party Van/Mini-bus needed?

Name of Community Site Location

**YCAP** 

Address of Community Program Site

1011 Russell Street Nashville, TN 37206

Target School for Community Site

**East Nashville Magnet Middle School** 

Number of youths targeted for site

24

3rd Party Van/Mini-bus needed?

Yes

Summer Program Name

**Summer Days** 

Name of Summer Site Location

**YCAP** 

**Summer Location address** 

1011 Russell Street Nashville, TN 37206

Number of summer youth targeted for site (If applicable, include total for July 2024 & June 2025)

**40** 

Proposed months of Summer programming

June 2025

Weeks of Programming

6 weeks

Days per Week of Summer Program

5 days per week

Hours per Day

8 hours

Programming Time Frame

8:30 A.M. to 4:30 P.M